

MACOMB INTERCEPTOR DRAIN  
MAY 8, 2017  
11:00 A.M.  
AGENDA

	Page No.
1. Call of meeting to order and roll call	
2. Approval of Agenda for May 8, 2017	
3. Approval of Minutes for April 10, 2017	4
4. Public participation	
5. 15 Mile Sinkhole Update – Evans Bantios	
6. Financial Plan Update – Brian Baker	10
7. a. Draft FY-2018 MIDD Budget (information only) Federal/State Assistance Update – Karen Czernel	35
a. State Revolving Fund (SRF) Application Public Notice June 8, 2017 (information only)	
8. Motion: Approve Appraiser Retention Contract with Nostalgia Antique Appraisal Services, retroactively to April 6, 2017, to determine fair market value and/or replacement cost for the purpose of "just compensation" for damage to personal property, with a not to exceed cost of \$15,000 – Ben Aloia	37
9. Motion: Approve Temporary License Agreement with Noble Appliance Center Holding, LLC for use of property to install pumping facilities over a portion of Licensor's property – Ben Aloia	40
10. Motion: Approve Resolution adopting Freedom of Information Act Procedures and Guidelines – Ben Aloia	47
11. Increase size of construction shaft and lining of 15 Mile Interceptor from sinkhole to CS-3 – Evans Bantios	70

Motion: Approve a \$1,009,462 change order to Dan's Excavating, Inc. to extend the recovery shaft 20 feet to the east and an \$800,000 credit for the permanent access shaft savings; approve the purchase of 3,700 feet of Hobas pipe for \$2.5 million; and authorize the solicitation of bids for the installation of the Hobas lining (\$3,500,000 engineering installation estimate) for a total estimated project change of \$6,209,462.

- |     |   |    |
|-----|---|----|
| 12. | Motion: Approve payment of invoices on attached spreadsheet, as presented – Brian Baker | 80 |
| 13. | MIDD Financial Report – Bruce Manning   | 84 |
| 14. | Old Business  |    |
| 15. | New Business  |    |
| 16. | Adjourn   |    |

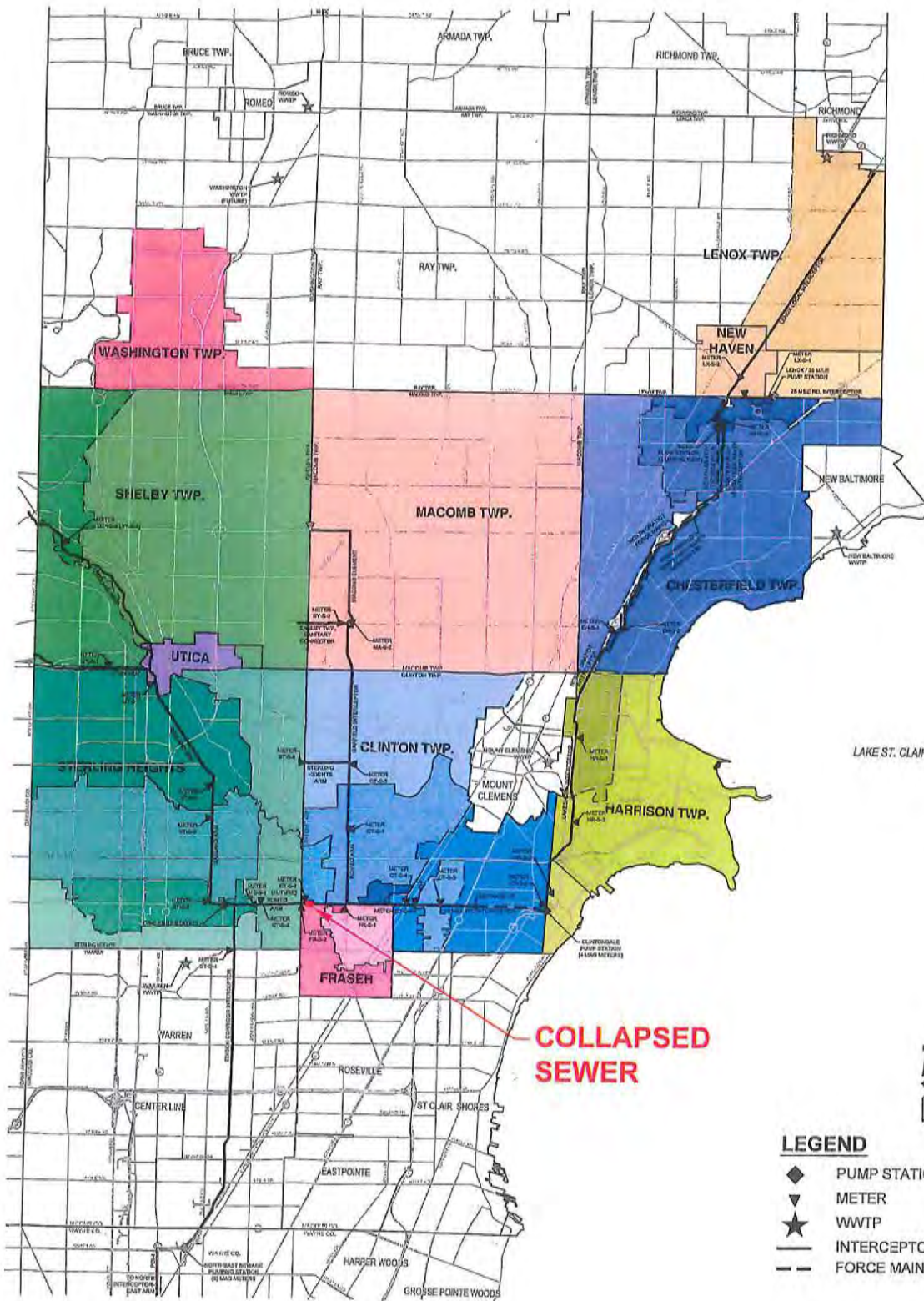
Special Meeting

May 25, 2017 – Special Meeting – 2017 Interceptor Special Assessment Roll and FY-2018 MIDD Budget at the Office of the Macomb County, Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 10:00 a.m.

Next Regular Meeting

June 12, 2017 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036 at 10:30 a.m.

# MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



**Candice S. Miller**  
 MACOMB COUNTY PUBLIC WORKS COMMISSIONER

- LEGEND**
- ◆ PUMP STATION
  - ▼ METER
  - ★ WWTP
  - INTERCEPTOR
  - - - FORCE MAIN

An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on April 10, 2017 at 10:22 A.M.

PRESENT: Candice S. Miller, Chair  
Bryan Santo, Member  
Robert Mijac, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Emily Engleman, Administrative Assistant, Keith Graboske, Chief Engineer, Dan Heaton, Public Relations Manager, Vincent Astorino, Engineer II, Evans Bantios, Engineer II, Lynne Seymour, Environmental Engineer II, Thomas Stockel, Construction Engineer, Bruce Manning, Acting Financial Manager, Barbara Delecke, Administrative Services, Macomb County Public Works; Don Coddington, DPW Director, Chesterfield Township; Bernard VanFleteren, DPW Director, Fraser; Cam Trombly, DPW Director, Lenox Township; Chris Dilbert, President, Village of New Haven; Jared Beaudoin, Operations Manager, Sterling Heights; Richard Amormino, Washington Township; Mike Kozak, P.E., Giffels-Webster; Jim Kelley, Meadowbrook Insurance; Benjamin Aloia, Annemarie Lepore, Aloia & Associates; Vince Viviano, Viviano Law

The meeting was called to order by the Chair, Candice S. Miller. An item was added to the agenda concerning a mailer that is being considered. A motion was made by Mr. Mijac, supported by Mr. Santo and unanimously carried to approve the agenda with the additional item as presented.

Minutes of the meeting of March 13, 2017 and March 27, 2017 were presented and approved on a motion by Mr. Santo, supported by Mr. Mijac and unanimously carried.

The meeting was opened to public participation, then closed, there being no comments from the public.

A pre-cut for the shaft has been completed. Drilling will begin today to install the pilings. Eight pumps have been installed at Control Structure #3 (CS-3). A bulk-head will be installed today and dewatering will begin from CS-3 to the sinkhole. This will allow for an actual visual of the pipe sometime later this week. About 3 million gallons of capacity have been lost due to the sinkhole. By-pass pumping is being relied on to divert the flow around the sinkhole. Dry weather flow is at about 50% and the maximum wet weather flow has been 140cfs to 150cfs. The system that is currently in place can handle about 250cfs.

Macomb County approved short-term financing in the amount of \$20 mil (.55% interest). To date, \$8 mil has been drawn-down, which does not include today's bills amounting to approximately \$3 million. The 2010 existing bonds, totaling approximately \$83 million, will be refinanced if lower interest rates prove feasible. The new bonds will be issued (Phase 1) for repairs to the sinkhole and repay the County on the short-term financing (due in June), which is approximately \$65 to \$70 million. The Phase 1 bond issue does not include the relining (Phase 2) of the remaining MID sewer. On April 19, 2017, a public hearing will be held on the apportionment for the sinkhole bonds. Costs will be assessed based on 5-year average flow. The bond sale date is scheduled for May 16, 2017. Four communities were asked to take resolutions to their boards for approval. Bond ratings will be available from S&P and Moody's next week. The board will be asked to approve the financial advisor engagement letter today.

Emergency Section 19 funding has been approved through the State of Michigan. This funding would reimburse Macomb County, Clinton Township and Fraser \$100,000 each. Work is being done to try and secure any unused amounts from Clinton Township and Fraser for use by Macomb County. A MSHDA grant was received in the amount of \$100,000 for demolition. Another MSHDA grant has been applied for in the amount of \$150,000 for acquisition costs. Another grant has been applied for through the MDEQ in the amount of \$2 million. Another grant for \$3 million was approved the Michigan State House, but has not garnered support from the Michigan State Senate. Hubbell, Roth and Clark, Inc. (HRC) is assisting in an SRF application, due in July, for Phase 2 funding. Vicki Wolber, Emergency Management, has assisted in the filing of an application with the federal government for pre-mitigation disaster funding.

Bendzinski & Co. has been hired to handle the sale of the MIDD bonds. The fee is contingent upon the issuance of the bonds and will be reduced should the 2010 bonds not be refinanced.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Bendzinski & Co. Engagement Letter as Registered Municipal Advisor for the sale of MIDD, County of Macomb, State of Michigan – Drainage District Refunding and Drain Bonds, Series 2017A.

Ayes: Mijac, Santo, Miller

Nays: None

Motion approved.

The offer to purchase the Albu home was based on the Michigan Uniform Condemnation Procedures Act. The price offered for the home was \$260,000, plus 25% for total take of the home and the real estate tax proration reimbursement bringing the total to \$331,371.50. The homeowners are also entitled to reimbursement for reasonable attorney fees amounting to \$13,275.00.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Offer to Purchase and Statement of Compensation for Real Property Only, as a final purchase agreement to Jerome and Susan Albu, 34980 Eberlien, Fraser, MI 48026 in the amount of \$331,698.85, authorize Aloia & Associates to proceed to close on the transaction, and approve payment of the Albu's attorney fees in the amount of \$13,275.00, payable to "Frank A. Guido, Esq."

Ayes: Mijac, Santo, Miller

Nays: None

Motion approved.

The offer to purchase the Tobiya and Smith home was based on the Michigan Uniform Condemnation Procedures Act. The price offered for the home was \$260,000, plus 25% for total take of the home and the real estate tax proration reimbursement bringing the total to \$331,371.50. The homeowners made a counter offer with an increase of \$15,000.00 for the home. The homeowners are also entitled to reimbursement for reasonable attorney fees amounting to \$5,000.00.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the Offer to Purchase and Statement of Compensation for Real Property Only, as a final purchase agreement to Salam Tobiya and Tammetrice Smith, 34960 Eberlien, Fraser, MI 48026 in the amount of \$346,371.50, authorize Aloia & Associates to proceed to close on the transaction, and approve payment of the Albu's attorney fees in the amount of \$5,000.00.

Ayes: Mijac, Santo, Miller

Nays: None

Motion approved.

A total of 23 homeowners have incurred expenses due to displacement when the sinkhole first occurred. The expenses include lodging, food, mileage and miscellaneous expenses. In addition to living expenses, the Board is being asked to approve sewer backup remediation expenses for a few homeowners who experienced sewer backup in their basements in January.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve Reimbursement for Marvin and Karen Harris, 34781 Eberlein, Fraser, MI 48026 in the amount of \$24,949.30 for sewer backup remediation expenses and authorize Aloia & Associates to proceed to finalize the claim.

Ayes: Santo, Mijac, Miller

Nays: None

Motion approved.

The Morton family also suffered extensive damages caused by sewer backup in their basement.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve Reimbursement for Joshua and Lindsay Morton, 34861 Eberlein, Fraser, MI 48026 in the amount of \$22,602.68 for sewer backup remediation expenses and authorize Aloia & Associates to proceed to finalize the claim.

Ayes: Santo, Mijac, Miller  
Nays: None

A liability insurance policy, good for one year, in the amount of \$10 million with a \$25,000 deductible at a cost of \$46,626.22 was presented to the Board. This policy will cover the drainage district for Phase 1 and the contractors performing work on the sinkhole. The effective date on the policy is from March 20, 2017 to March 20, 2018. It will cover defense coverage, third-party liability and first-party cleanup. This is the same company that the Oakland-Macomb Interceptor uses.

A motion was made by Mr. Mijac, supported by Mr. Santo to approve the purchase of pollution liability insurance for the MIDD Sinkhole Project in the amount of \$46,626.22 from Meadowbrook Insurance Agency.

Ayes: Mijac, Santo, Miller  
Nays: None

Macomb Community College has agreed to lease a piece of property at 15 Mile and Hayes Roads to the MIDD for \$1 a month. The property will be used as a staging area during the repair of the sinkhole. When the project is complete, the County will test the soil and restore the property to its original condition.

A motion was made by Mr. Santo, supported by Mr. Mijac to approve a Temporary License-to-Use Agreement with Macomb Community College for a vacant parcel of land near the sinkhole.

Ayes: Santo, Mijac, Miller  
Nays: None

The Chair presented the invoices totaling \$9,066,258.63 to the board for review and approval.

Motion was made by Mr. Mijac, approved by Mr. Santo to approve the invoices as presented.

Ayes: Mijac, Santo, Miller  
Nays: None

Motion approved.

The MIDD had approximately \$7.6 million in reserve on June 30, 2016. This year is estimated to total \$8.6 million.

A motion was made by Mr. Santo, supported by Mr. Mijac to receive and file the financial report as submitted.

Ayes: Santo, Mijac, Miller  
Nays: None

Motion approved.

A preliminary draft of a public education flyer on ragging was presented to the Board for review. The disposal wipes, which are not bio-degradable, are clogging motors and screens in the sewerage systems. It is estimated that the cost for cleaning a screen is \$500. The cost of printing and mailing to every address in the MIDD will cost between \$30,000 and \$35,000. Mr. Mijac offered to provide assistance with the flyer project.

A motion was made by Mr. Mijac, supported by Mr. Santo to receive and file the report on the public education flyer on ragging.

Ayes: Mijac, Santo, Miller  
Nays: None

Motion approved.

A motion was made by Mr. Santo, supported by Mr. Mijac to move the meeting into closed session.

Ayes: Mijac, Santo, Miller  
Nays: None

Motion approved.

Arising from a discussion held in closed session, a motion was made by Mr. Santo, supported by Mr. Mijac to approve the settlement of the MID vs. Inland Waters litigation for payment to the MID in the amount of \$600,000; \$500,000 initially and \$100,000 paid at \$20,000 a month from June 2017 to October 2017. Ms. Miller will negotiate a standard settlement agreement and execute such documents as necessary to effectuate the settlement and dismiss the litigation.



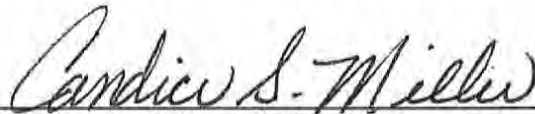
Ayes: Santo, Mijac, Miller  
Nays: None

Motion approved.

A Public Hearing will be held on Apportionment of Sinkhole costs at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan on April 19, 2017 at 10:00 a.m.

The next regular meeting will be held on May 8, 2017, 10:00 a.m. at the Macomb County Public Works Office.

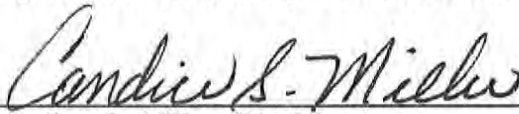
The meeting was adjourned on a motion by Mr. Mijac, supported by Mr. Santo, and unanimously approved.



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Candice S. Miller, Chair  
Macomb County Public Works Commissioner

STATE OF MICHIGAN  
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on April 10, 2017, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.



\_\_\_\_\_  
Candice S. Miller, Chair  
Macomb County Public Works Commissioner

DATED: 4/13/17

8672.bd

**Macomb Interceptor Drain Drainage District (MIDD)**  
**DRAFT FY 2018 Budget & Charges**  
**Executive Summary**

May 8, 2017

The draft MIDD budget and charges are being presented to the MIDD board as information only at this time. The Great Lakes Water Authority (GLWA) has yet to finalize its sewer charges. As the GLWA's costs account for 63% of the 11 MIDD communities' charges, final sewer costs will not be known until the GLWA budget is approved. Further, the MIDD debt figures are estimated pending the bond sale and refinancing later this month. We hope to have the final budget and charges for approval at the May 25, 2017 Special MIDD board meeting.

The total budget is proposed to increase by \$7.5 million or 10.0%, from \$74.7 million to \$82.2 million. The \$82.2 million MIDD budget includes \$58.7 million of pass through charges from the Great Lakes Water Authority (GLWA) and the Oakland Macomb Interceptor Drainage District (OMID) which accounts for over 70% of the budget.

The GLWA charges are proposed to increase by \$4.4 million or 9.4% primarily due to a proposed sewer share change that would shift costs from Detroit to the suburbs. Further, Macomb's share of OMID flow, and thereby its share of costs, increased slightly compared to the Oakland OMID communities.

The OMID costs decreased by \$645,000 or 8.2% as the prior year budget incorrectly included a \$980,000 principal amount (the correct amounts were billed). Absent this change, the OMID costs would have increased \$335,000 or 4.8% largely for the cost of insuring the OMID interceptor and costs relating to the Northeast Pump Station. The OMID board has adopted its budget.

Macomb's portion totals \$23.5 million (29% of total) and increased \$3.7 million. The \$4.0 million estimated debt payments on the 15 Mile Interceptor repair bonds and initial lining accounts for the entire increase. Savings from refinancing the 2010 MIDD bonds is estimated to save \$306,000 next year and \$2.5 million over the life of the bonds. The bonds will close the end of May when final savings will be known. The new debt and debt refinancing have already been approved by the MIDD Board and the Board of Commissioners.

**The portion of the MIDD budget (Operations & Maintenance) that establishes Macomb's fixed sewer charges totals \$8.7 million and rose only \$42,000 or 0.5%.** Legal fee savings, use of cash reserves to offset a portion of SRF debt payments, and one-time prior year costs have allowed Public Works to fund several new initiatives while holding the increase to less than inflation. New projects include the rebuilding of a critical drop shaft, the design of the repairs to five additional drop shaft structures, seven new flow and H2S meters, a Wastewater Master Plan, Biofilter improvements, new metering software, and revenue financed reserves to lessen future debt needs.

The average sewer charge to the 11 MIDD communities is therefore estimated to increase by 10.0%. There is slight charge variability among the MIDD communities due to the updated five year average sewer flow volumes and the effect of the 2010 MIDD bond refunding savings. Attached is more detailed budget and charge information which will explain the charges by cost center.

Should you have any questions, please do not hesitate to contact the Macomb County Public Works Office.

**MIDD Budget  
Total Sewer Charges**

<b>Cost Category</b>	<b>2016/17 Charge</b>	<b>2017/18 Charge</b>	<b>Change</b>	<b>% Change</b>	<b>% of Total</b>
GLWA - OMID (Est.)	\$45,680,803	\$50,251,530	\$4,570,727	10.0%	61.1%
GLWA CSO Program (Est.)	721,883	757,468	35,585	4.9%	0.9%
GLWA Highland Park (Est.)	605,149	420,065	(185,084)	-30.6%	0.5%
<b>Total GLWA</b>	<b>47,007,835</b>	<b>51,429,063</b>	<b>4,421,228</b>	<b>9.4%</b>	<b>62.5%</b>
OMID O&M	2,379,272	2,667,163	287,891	12.1%	3.2%
OMID Debt	5,535,682	4,602,562	(933,120)	-16.9%	5.6%
<b>Total OMID</b>	<b>7,914,954</b>	<b>7,269,725</b>	<b>(645,229)</b>	<b>-8.2%</b>	<b>8.8%</b>
<b>Subtotal GLWA and OMID</b>	<b>54,922,789</b>	<b>58,698,788</b>	<b>3,775,999</b>	<b>6.9%</b>	<b>71.4%</b>
MIDD New Debt -Sinkhole (Est.)	0	3,966,433	3,966,433	100.0%	4.8%
MIDD Existing Debt (Est.)	11,116,401	10,810,453	(305,948)	-2.8%	13.1%
<b>MIDD O&amp;M/Charge Required Revenue</b>	<b>8,707,748</b>	<b>8,749,463</b>	<b>41,715</b>	<b>0.5%</b>	<b>10.6%</b>
<b>Total MIDD</b>	<b>19,824,149</b>	<b>23,526,349</b>	<b>3,702,200</b>	<b>18.7%</b>	<b>28.6%</b>
<b>Total Budget</b>	<b>\$74,746,938</b>	<b>\$82,225,137</b>	<b>\$7,478,199</b>	<b>10.0%</b>	<b>100.0%</b>

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**MIDDD COMMUNITIES  
TOTAL SEWER CHARGES  
FY 2017 vs FY 2018**

Cost Category	2016/2017 Charge	2017/2018 Charge	Difference	% Change	Page #
1) GLWA-OMID <sup>(1)</sup>	45,680,803	50,251,530	4,570,727	10.0%	2
2) GLWA CSO Program	721,883	757,468	35,585	4.9%	2
3) GLWA Highland Park	605,149	420,065	(185,084)	-30.6%	2
4) OMID O&M <sup>(2)</sup>	2,379,272	2,667,163	287,891	12.1%	2
<b>5) MIDDD O&amp;M/Charge Required Revenue</b>	<b>8,707,748</b>	<b>8,749,463</b>	<b>41,715</b>	<b>0.5%</b>	<b>2,4</b>
6) <i>Sub Total</i>	58,094,855	62,845,689	4,750,834	8.2%	
7) OMID Debt <sup>(3)</sup>	5,535,682	4,602,562	(933,120)	-16.9%	3
8) MIDDD Existing Debt <sup>(4)</sup>	11,116,401	10,810,453	(305,948)	-2.8%	3
9) New MIDDD Debt(2016 Sinkhole) <sup>(5)</sup>	0	3,966,433	3,966,433	100.0%	3,22
10) <i>Sub Total Debt(See page 3)</i>	16,662,083	19,379,448	2,727,365	16.4%	
<b>TOTAL</b>	<b>74,746,938</b>	<b>82,225,137</b>	<b>7,478,199</b>	<b>10.0%</b>	

Communities	2016/2017 Charge	2017/2018 Charge	Difference	% Change
Chesterfld Twp	6,010,762	6,526,234	515,472	8.6%
Clinton Twp	15,681,009	17,178,163	1,497,154	9.5%
Fraser	3,176,169	3,411,234	235,065	7.4%
Harrison Twp	4,188,681	4,671,416	482,735	11.5%
Lenox Twp	1,184,517	1,300,786	116,269	9.8%
Macomb Twp	9,955,379	11,022,451	1,067,072	10.7%
New Haven <sup>(6)</sup>	1,003,024	1,041,436	38,412	3.8%
Shelby Twp	7,149,839	7,831,658	681,819	9.5%
Sterling Heights	22,968,636	25,464,822	2,496,186	10.9%
Utica	1,343,302	1,447,962	104,660	7.8%
Wash Twp	2,085,620	2,328,975	243,355	11.7%
<b>TOTAL</b>	<b>74,746,938</b>	<b>82,225,137</b>	<b>7,478,199</b>	<b>10.0%</b>

**NOTES**

- 1) Pending GLWA approval of sewer share charges
  - 2) Increase mostly relates to SAW grant match, insurance, and NE Pump Station
  - 3) PY budget amount had an incorrect principal amount included. Actual amount paid by communities for 16/17 was \$4,555,612
  - 4) Includes anticipated savings from refunding of 2010 MIDDD debt
  - 5) Estimated bond of \$70 million. Bond will close at end of May. Will be used to pay for all sinkhole expenses
- |                          | 2011      | 2016      | % Change |
|--------------------------|-----------|-----------|----------|
| 6) New Haven flow change | 21,640.53 | 16,654.00 | -23.04%  |
- New Haven's flow decreased by 23.04% because of rolling average dropping off 2011 and adding 2016

**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**  
**2017-2018 SEWER CHARGES**  
 (Excludes Non Revenue Debt)  
 Effective July 1, 2017

**DRAFT**

OMIDD Charges to MIDD	Total Annual	% Macomb County	Allocated to Macomb City	Monthly	Five Year Rolling Average per actual consumption 7/1/2011-6/30/2016											
					Chesterfield Twp	Clinion Twp	Fraser	Harrison Twp	Lenox Twp	Macomb Twp	New Haven	Shelby Twp	Sterling Heights	Utica	Wash Twp	
GLWA-OMID	74,073,600	67.84%	50,251,530	4,187,628	295,521	890,204	175,905	243,841	31,847	576,301	33,807	417,113	1,327,143	75,587	117,558	4,187,628
GLWA CSO Program	1,251,800	60.52%	757,468	63,122	4,458	13,464	2,652	3,276	480	8,687	510	6,287	20,005	1,139	1,769	63,122
GLWA Highland Park	619,200	57.84%	420,065	35,005	2,471	7,466	1,470	2,038	266	4,817	283	3,487	11,094	532	981	35,005
OMID O&M	3,895,760	66.90%	2,687,163	222,264	15,688	47,408	9,336	12,942	1,680	30,886	1,794	22,139	70,440	4,012	6,229	222,264
Total GLWA and OMID Charges(Pg 19)	79,831,190		54,096,226	4,508,019	318,131	961,542	189,384	262,497	34,283	620,393	35,394	449,026	1,428,682	81,370	126,337	4,508,019
MIDD O&M/Charge Required Revenue(pg 4)	8,749,463	100.00%	8,749,463	729,122	51,454	155,519	30,627	42,456	5,545	100,842	5,866	72,625	231,073	13,161	20,434	729,122
	88,680,653		62,845,689	5,237,141	369,586	1,117,061	219,991	304,953	39,828	720,735	42,280	521,651	1,659,755	94,531	146,771	5,237,141
Annual Total					4,435,017	13,404,732	2,639,892	3,659,436	477,966	8,648,820	507,360	6,259,812	19,917,060	1,134,372	1,761,252	62,845,689

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DEBT WORKSHEET  
OMID and MIDD

**MIDD 2017-2018 DEBT WORKSHEET**

Not Part of Monthly Invoice. Will be Invoiced separately every 6 months  
Does not include paying or calculation agent fees

	Principal	Interest	Interest Rebate	Total	Charterfld Twp.	Clinton Twp.	Fraser	Harr Twp.	Lnx Twp.	Macomb Twp.	New Haven	Shelby Twp.	St. Hgls	Ulita	Wash Twp	Total
MIDD DEBT SERVICE(FLOW BASED)																
OMI CWRP #6368-01 26,076,000	607,700	251,964	-	859,663	65,825	187,721	38,792	50,103	4,205	112,749	8,979	79,525	275,281	15,508	20,999	859,663
OMI B.7 Million Bond Series 2010B (Recovery Zone Bonds)	144,200	142,298	(54,378)	232,120	17,774	50,687	10,474	13,528	1,135	30,444	2,424	21,473	74,324	4,187	5,670	232,120
OMI 2014A	207,280	122,695		329,975	25,265	72,053	14,889	19,231	1,614	43,277	3,446	30,524	105,654	5,952	8,060	329,965
OMI-2011 \$25,530,000 SRF 5368-02	527,692	268,970		796,662	78,575	224,082	46,308	59,807	5,019	0	10,718	0	328,578	18,508	25,087	796,682
OMI-2013 SRF 5368-03	1,369,160	572,415		1,941,575	163,823	467,191	95,543	124,698	10,465	280,608	22,346	0	685,057	38,580	52,262	1,941,576
SAW Lean Project 2001-01	276,610	165,985		442,595	0	144,146	29,787	38,473	0	0	6,895	0	211,368	11,907	0	442,576
Chiondale Pump Station Rehab-2011	1,200,000	1,155,000		2,355,000	180,321	514,252	106,259	137,252	11,521	308,872	24,586	217,852	754,082	42,477	57,526	2,355,000
NGI Phase 2015 Refunding District Apportionment 37.9992%	267,894	280,950		548,844	42,028	119,858	24,768	31,990	2,885	71,989	5,733	60,775	175,750	9,900	13,408	548,884
NGI Bond Series 2010 \$16,965 million District Appl 4.6529%	26,922	36,911	(14,161)	49,272	3,772	10,769	2,223	2,872	241	6,462	515	4,589	15,777	889	1,204	49,272
MIDD 2017A Sinking Bond	1,175,000	2,791,493		3,966,493	279,911	846,024	166,614	280,961	30,165	646,861	32,021	385,081	1,257,042	71,594	111,759	3,966,493
MIDD SRF 9924-01	145,000	86,438		231,438	16,928	50,700	10,265	13,232	1,314	31,479	2,176	22,376	72,519	4,379	6,070	231,438
Macomb Interceptor Bonds-2010 Estimated Refunding Appl 87.2903%	2,300,089	2,673,012		4,973,111	380,792	1,085,958	224,412	289,838	24,328	652,253	51,539	460,043	1,592,370	89,700	121,478	4,973,111
<b>Totals</b>	<b>6,247,157</b>	<b>8,548,083</b>	<b>(66,539)</b>	<b>16,726,700</b>	<b>1,266,015</b>	<b>3,773,431</b>	<b>771,342</b>	<b>1,011,980</b>	<b>92,692</b>	<b>2,083,992</b>	<b>171,788</b>	<b>1,292,207</b>	<b>5,547,762</b>	<b>313,590</b>	<b>422,903</b>	<b>16,726,700</b>

	Charterfld Twp.	Clinton Twp.	Fraser	Harr Twp.	Lnx Twp.	Macomb Twp.	New Haven	Shelby Twp.	St. Hgls	Ulita	Wash Twp	Total
INDIVIDUAL DEBT SERVICE(NEGOTIATED)												
NGI Phase 2015 Refunding	570,991				209,372		115,215					895,578
NGI Bond Series 2010	269,213				620,788		247,073					1,093,072
Macomb Interceptor Bonds-2010 Estimated Refunding						289,639	362,288	289,639			144,820	724,088
<b>Totals</b>	<b>836,204</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>730,160</b>	<b>289,639</b>	<b>534,076</b>	<b>1,571,846</b>	<b>5,547,762</b>	<b>313,590</b>	<b>567,723</b>	<b>19,379,448</b>

TOTAL by COMMUNITY

1) Estimated. SRF loan is based on draws to date. Assumes maximum draw will occur in 17/18 budget year  
2) Total OMID and MIDD

OMID	4,602,662
MIDD	14,776,886
<b>Totals</b>	<b>19,379,448</b>

MIDDD  
Operations Maintenance  
Budget to Actual

**DRAFT**  
Notes

Description	Page #	Actual 2015/2016	Proj Actual 2016/2017	Budget 2016/2017	Budget 2017/2018	Budget Change	% Change
<b>EXPENSE</b>							
Public Works Wastewater Personnel Cost	5	1,130,477	1,524,823	1,524,823	1,499,667	(25,156)	-1.6%
Office Operations	6	243,960	110,000	114,100	120,600	6,500	5.7%
SCADA	7	418,041	500,000	533,800	155,800	(378,000)	-70.8%
Sewer Systems Projects/Studies/Eng. Design	8	4,046,290	3,100,000	2,995,000	5,595,000	2,600,000	88.8%
Legal Services	9	498,959	560,000	975,000	500,000	(475,000)	-48.7%
Clintondale PS O&M	10	423,126	450,000	557,400	470,000	(87,400)	-15.7%
NGI O&M	11	142,793	975,000	856,500	204,000	(452,500)	-68.9%
Meters O&M	12	85,268	300,000	317,000	377,000	60,000	18.9%
MID O&M		80,910	142,403	174,225	0	(174,225)	-100.0%
Biofilter O&M	13	0	120,000	127,225	198,000	70,775	55.6%
Contribution to Emergency Reserve		1,148,010	3,100,000	3,100,000	1,000,000	(2,100,000)	-67.7%
Sewage Disposal Charges - Mt. Clemens		184,791	190,000	206,000	206,000	0	0.0%
Debt Service -SRF Revenue Bonds	15	535,246	723,502	723,500	173,396	(550,104)	-76.0%
<b>Total</b>		<b>8,937,969</b>	<b>11,465,728</b>	<b>12,004,573</b>	<b>10,499,463</b>	<b>(1,505,110)</b>	<b>-12.5%</b>
<b>REVENUE</b>							
Reimbursements <sup>(1)</sup>	14	446,974	623,811	250,000	275,000	25,000	10.0%
Grants/SRF Funding	14	2,389,704	1,230,103	1,500,000	1,220,000	(280,000)	-18.7%
MIDDD/O&M/Charge/Required Revenue	2	8,308,842	8,707,748	8,707,748	6,749,463	(41,715)	-0.5%
City Forward	14	0	1,540,825	1,540,825	250,000	(1,290,825)	-83.8%
Interest		4,655	555	6,000	5,000	(1,000)	-16.7%
<b>TOTAL</b>		<b>11,150,145</b>	<b>12,103,042</b>	<b>12,004,573</b>	<b>10,499,463</b>	<b>(1,505,110)</b>	<b>-12.5%</b>
Reserve <sup>(2)</sup>		5,000,000	8,600,000		9,600,000		

**Additional Notes**

1) MIDDD receives reimbursement from OMID for SCADA and personnel from other drainage districts. Also, \$500,000 includes settlement with Inland Waters in 16/17 and \$100,000 settlement for 17/18

2) Needed for possible sinkhole phase 2, future drop shaft repairs, sinkhole litigation/claims, and MIDDD's share of OMID's portion of NEPS/NIEA repair and upgrades

Public Works Wastewater Disposal Division  
 Personnel Cost  
 FY 2017/2018

**DRAFT**

Position	Salary Min	Salary Max	Number of Positions	BUDGET 2016/2017	BUDGET 2017/2018	NOTES
Chief Engineer-Wastewater Services	82,660	104,358	1	104,348	104,358	
Deputy Commissioner-Government Relations	62,000	79,861	0	39,535	0	No longer part of Wastewater Services
Wastewater Engineer II	58,436	78,694	3	236,061	236,082	
Operations Manager-Wastewater Services	61,898	78,147	0	72,828	0	Moved to General Fund
Wastewater Field Supervisor	53,396	68,673	1	68,666	68,673	
SCADA System Manager	49,729	66,968	1	33,481	66,968	
Engineer I	49,729	66,968	1	57,443	66,968	
GIS Specialist/Engineering Tech	42,368	53,490	0.5	62,424	26,745	
Wastewater Field Operator	39,372	49,707	3	149,108	149,121	
Wastewater Services Specialist	37,494	47,337	1	47,331	47,337	
Incentive Pay, P.E.				3,600	2,400	
Admin support from GF(Candice,Karen, Brian,Dan,Tony)		475,106	33%	56,182	156,785	
			<b>11.83</b>	<b>931,006</b>	<b>925,437</b>	
Overtime				30,000	35,000	
Standby Pay				25,000	30,000	
Longevity				2,800	1,800	
Fringe Benefits				57,800	66,800	
				515,016	487,430	
Accounting Support Staff			Subtotal	1,503,823	1,479,667	
COLA				20,000	20,000	
				1,000	0	
<b>Grand Total Wages/Fringe Benefits</b>				<b>1,524,823</b>	<b>1,499,667</b>	



MIDDD  
Office Operations

DRAFT

Project #	MIDDD OFFICE OPERATIONS	BUDGET 2016/2017	BUDGET 2017/2018	NOTES
	Bank Fees	100	100	
09-0014.3	Command Center	1,500	1,500	
	Computer Consultant(33%)	5,300	5,300	
	Dues,Membership & Subscriptions	9,000	9,000	
	Equipment Repair & Maintenance	25,000	25,000	
	Equipment	0	1,000	
	Gasoline(County)	8,500	8,500	
	Internal Service Cost(County)	25,000	30,000	cross charge from county for telephone, car insurance, and building insurance
	Office Supplies	3,000	3,000	
	Operating Supplies	9,000	9,000	
	Parking & Mileage	500	500	
	Personnel-Non WWS Employees	12,000	12,000	charge to WW for personnel from Chapaton
	Postage & Shipping	100	100	
	Training	1,000	1,000	
	Uniforms	1,000	1,000	
	Electricity	2,000	1,000	
	Water Hauler	100	100	
	Internet	1,000	1,000	
09-0014.3	Weather Radar	1,500	1,500	
	Telephone	5,000	5,000	
09-0014.4	Vehicle Maintenance	3,500	5,000	
	<b>Total</b>	<b>\$ 114,100</b>	<b>120,600</b>	

SCADA

**DRAFT**

Project #	SCADA	BUDGET 2016/2017	BUDGET 2017/2018
09-0014.29	Wonderware/SCADA upgrade	350,000	0
	Motor City-SCADA as needed	120,000	92,000
	Future costs of upgrade-Life Cycle	50,000	50,000
	Comcast	5,900	5,900
	Sprint	7,900	7,900
	Total	533,800	155,800

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Project #	Engineer	Macomb System	BUDGET 2016/2017	BUDGET 2017/2018
09-0014.13	HRC	Sewage Metering Facility Rehab(SRF 5487-01)-Completed	500,000	0
09-0014.13	Lakeshore	-Engineering SRF	1,000,000	0
09-0014.22	GWE	-Construction SRF	125,000	100,000
09-0014.23	J&A	As Needed Services-Giffels	100,000	50,000
09-0014.23-1		McMARS Operations	0	50,000
		McMars Rollout Support	0	100,000
		Bluewater <sup>(5)</sup>	0	0
09-0014.24	GWE	Biofilter Ventilation System(SRF 5540-01)-completed	10,000	0
09-0014.24		-Engineering SRF	80,000	0
09-0014.28	FTCH	-Construction SRF	75,000	100,000
09-0014.33		As Needed Services - FTCH	50,000	0
09-0014.35	HRC	Contract Capacity Study	50,000	250,000
09-0014.40		Engineering Meter Rehab(SYS-1 & SYS-2) <sup>(1)</sup>	100,000	0
09-0014.40		Development of Web App	10,000	0
09-0014.41		Northern Macomb WW Feasibility Study	50,000	100,000
09-0014.44	ASI	Meter Dye Dilution Testing/As needed	350,000	1,570,000
5 saws		SAW Engineering <sup>(2)</sup>	0	2,000,000
TBD		Drop Shaft Repair <sup>(3)</sup>	210,000	200,000
TBD		Engineering Contingency	75,000	75,000
TBD		As needed Metco	200,000	600,000
TBD		Wastewater master plan/Contract Capacity <sup>(4)</sup>	0	100,000
	HRC	As needed-HRC	0	300,000
		Level Sensors/Pressure/H2S <sup>(5)</sup>	2,995,000	5,595,000
		Total		

**NOTES**

- As part of the MIDD SRF meter rehabilitation project sites SY-S-1 and SY-S-2 were not included. Over the past two years HRC has put together a technical memo with their recommendations on what work is required at those facilities to get them up to the standards of the other MIDD metering facilities. This proposed budget item would be bid out to an engineering firm to put together drawings for rehabilitation of sites SY-S-1 and SY-S-2. Once that work is complete this would either develop into an SRF project or budgeted repair depending on the projected construction cost.
- Offset by grant revenue shown on page 14
  - SAW Grant Program Chesterfield Interceptor SAW 1405-01
  - Wastewater Asset Management Plan SAW 1406-01
  - SAW Grant Program Plan SAW 1128-01
  - MCWDD Design & Wastewater Asset Mgmt Plan SAW 1130-01
- As part of the MCWDD SAW Grant Giffels Webster performed a drop shaft assessment at 21 - MIDD metering facilities. Out of those it was determined that ST-S-4 needs immediate attention and 5 other facilities (MA-S-2, CT-S-2, HR-S-2, ST-S-5, and UT-S-1) are in critical condition and should be addressed. This funding would cover construction of ST-S-4 repairs along with the design for the repairs of the additional 5 structures. This work would be bid out and plans are already being put in place for possible SRF funding.
- Efforts are underway to take initial steps toward developing a Preliminary Wastewater Master Plan, a much needed tool for future planning and management of the MIDD wastewater system. The initial effort is a fast-track study to last only several months.
- Currently the MIDD system only has one flow meter within the interceptors (MC-S-1) that it consists of and therefore there is a lack of control from an operational stand point. This work would include installing seven flow meters for flow control throughout the system at strategic locations. These sites would also have air pressure and H2S sensors to help monitor corrosion and any pressure concerns through the MIDD interceptors. These units would use low maintenance flow meters and would be tied into the Macomb County Public Works Office (MCPWO) SCADA network. This work will include design and construction costs.
- This program is for the replacement of the outdated Macomb County data review tool (McMARS). Phase 1 of this program should be complete within the next month and then this budgetary allowance would be used for Phase 2. This next phase would expand the current platform to a high-end engineering tool that could be used for all the data that is currently being brought into the MCPWO system through its SCADA system. This program is also a web based tool that once complete will be provided to all the MIDD communities and provide them with notifications when issues arise with their metering sites.

LEGAL SERVICES

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Project #	Legal Services	BUDGET 2016/2017	BUDGET 2017/2018
09-0014.26	MID v OMID	300,000	0
14-0003	Regional Authority	75,000	0
0092-05	2004 15 Mile Sewer Collapse	250,000	0
0092-05.1	2016 Sinkhole/General MIDD	0	500,000
	Legal contingency	350,000	0
	Total	975,000	500,000

**CLINTONDALE PUMP STATION  
OPERATIONS and MAINTENANCE**

**DRAFT**

<b>Project</b>	<b>Clintondale Pump Stat O &amp; M</b>	<b>2016/2017 BUDGET</b>	<b>2017/2018 BUDGET</b>
10-0004.3	O&M	147,400	145,000
10-0004.3	Life Cycle/Future repairs	75,000	75,000
10-0004.3	Spare Parts	35,000	0
	Utilities	300,000	250,000
	Total	557,400	470,000

NORTH GRATIOT INTERCEPTOR  
OPERATIONS and MAINTENANCE

**DRAFT**

Project	NGI O & M	2016/2017 BUDGET	2017/2018 BUDGET
	O&M	120,000	164,000
	Life Cycle /Future Parts	30,000	30,000
	Spare Parts	10,000	0
	Contingency	24,000	0
	ARV Chamber and Valve Replacement	462,500	0
	Utilities	10,000	10,000
	Total	656,500	204,000

**METERS  
OPERATION and MAINTENANCE**

**DRAFT**

Project	METERS O & M	2016/2017 BUDGET	2017/2018 BUDGET
09-0014.19-1&-2	Inspect, clean, calibrate and target meters	30,000	0
	Martin Controls-Meter Maintenance	250,000	300,000
	Utilities	10,000	50,000
	Contingency	27,000	27,000
	Total	317,000	377,000

**BIOFILTER  
OPERATIONS and MAINTENANCE**

**DRAFT**

Project	BIOFILTER O & M	2016/2017 BUDGET	2017/2018 BUDGET
	O&M / Labor	85,000	100,000
	Life Cycle	23,000	23,000
	Spare Parts	1,500	0
	Water	0	0
	Woodchips <sup>(1)</sup>	0	75,000
	Contingency	17,725	0
	Total	127,225	198,000

**NOTES**

1) The Biofilter facility consists of three large media filter beds that contain wood chips to trap the H2S gases that flow through them. These wood chips have a life span of 4 years and are due for replacement. This will consist of removing all the old spent wood chips and then replacing with new. This work will be bid out and coordinated through the MCPWO.



Revenue Detail

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Revenue	2016/2017 BUDGET	2017/2018 BUDGET
Reimbursements <sup>(1)</sup>	250,000	275,000
Grants/SRF Funding <sup>(2)</sup>	1,500,000	1,220,000
Carryforward <sup>(3)</sup>	1,540,825	250,000
Interest	6,000	5,000
Total	3,296,825	1,750,000

**NOTES**

- 1) Reimbursement from OMID for personnel, SCADA, and engineering. Also, reimbursed from Chapaton Pump Station for personnel Plus \$20,000 for 5 months as part of Inland Waters settlement.
- 2) Projected SAW funding
  - MCWDD Design & Wastewater Asset Mgmt Plan SAW 1130-01 1,220,000
  - SAW Grant Program Chesterfield Interceptor SAW 1405-01
  - Wastewater Asset Management Plan SAW 1406-01
  - SAW Grant Program Plan SAW 1128-01
- 3) Remaining projects that were charged in prior years that should be completed in 17/18
  - Master Plan 200,000
  - Contract Capacity Study 50,000

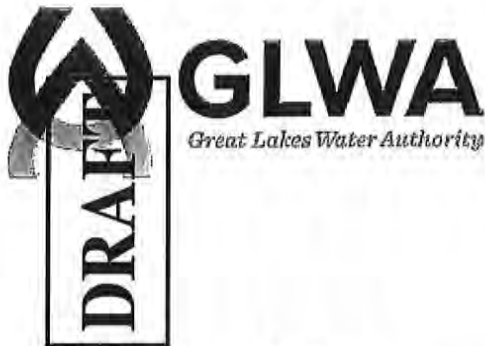
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Payment Date	2017/2018 BUDGET
Fall 2017	213,900
Spring 2018	472,900
Less Cash on Hand	(513,404)
Total	173,396

**NOTE**

Previous budget and charges based on maximum SRF draws from State. As actual SRF debt payments were lower than budgeted, the cash on hand will be used to offset current SRF debt payments.

<u>Fall 2017</u>	
5540-01 Interest	19,650
5540-01 Principal	100,000
5487-01 Interest	94,250
Total	213,900
<u>Spring 2018</u>	
5540-01 Interest	18,650
5487-01 Principal	360,000
5487-01 Interest	94,250
Total	472,900



Office of the Chief Executive  
735 Randolph Street, Suite 1900  
Detroit, Michigan 48226

January 27, 2017

To Our Sewer Customers:

On behalf of the Great Lakes Water Authority ("GLWA"), we invite you to the Board of Directors' Public Hearing on the proposed FY 2018 wholesale sewer service charges scheduled for **10:00 a.m. on Wednesday, March 1, 2017 at 735 Randolph, 5<sup>th</sup> Floor Board Room, Detroit, Michigan 48226.**

This hearing will provide GLWA an opportunity to present the Authority's budget, capital improvement program, estimated sales volume and other factors that serve as the basis for the proposed revenue requirements and schedule of charges. This hearing also provides an opportunity for our customers to comment or submit questions related to the proposed charges. All comments or questions raised during the hearing will receive a written response.

The Memorandum of Understanding ("MOU"), signed in September 2014 and which created the Great Lakes Regional Water Authority established a fundamental goal to limit annual budget ("BUDGET")<sup>1</sup> increases to no more than 4% for each of the first 10 years of the Authority's operation. This commitment was carried forward into the subsequent 40 year lease agreement ("Lease") between the City of Detroit and GLWA. **The FY 2018 Sewer BUDGET honors this 4% commitment with a proposed 2.0% increase from FY 2017.** Changes in service charges among customers may vary in order to meet their unique revenue requirements. Attached is your organization's proposed service charges worksheet for FY 2018. GLWA staff is available to answer any questions by contacting the Financial Services Group at (313) 964-9159 or via email at [Jacqueline.Land@glwater.org](mailto:Jacqueline.Land@glwater.org). Please note that the proposed charges are subject to change after the public hearing and subsequent deliberation by the GLWA Board, but are not expected to increase from what is presented herein.

Our primary objective continues to be one of providing our customers with wholesale water and wastewater services of unquestionable quality at fair and equitable charges. We are committed to exceeding customer expectations. We thank you for working collaboratively with GLWA in the wholesale customer engagement process, and look forward to seeing you at the public hearing on March 1, 2017.

Sincerely yours,

A handwritten signature in black ink that reads 'Sue F. McCormick'.

Sue F. McCormick  
Chief Executive Officer

<sup>1</sup> The annual BUDGET (i.e. "revenue requirement") includes O&M, Debt Service, Non-Operating Expenses and Revenue Financed Capital

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**Customer SHARE Calculation Sheet - OMID**

	<u>OMID</u>	<u>M Class</u>	<u>Variance</u>		
SHARE Change	9.7%	4.7%	4.9%		
<u>Volume Calculations</u>	<u>Existing</u>	<u>Proposed</u>	<u>Variance</u>	<u>% Variance</u>	<u>Comment</u>
<u>OMID Avg Annual Volume - Mcf</u>	<u>SHAREs</u>	<u>SHAREs</u>			
	<i>2008 - 2012</i>	<i>2013 - 2016</i>			
1 Sanitary	1,981,000	2,181,200	200,200	10.1%	
2 DWII	1,358,500	524,900	(833,600)	-61.4%	
3 Wet Weather	226,200	244,900	18,700	8.3%	
4 Total	3,565,700	2,951,000	(614,700)	-17.2%	
<u>All Customer Annual Volume - Mcf</u>					
5 Sanitary	9,885,200	9,661,500	(223,700)	-2.3%	
6 DWII	10,752,300	9,214,000	(1,538,300)	-14.3%	
7 Wet Weather	7,040,800	5,139,800	(1,901,000)	-27.0%	
8 Total Volume	27,678,300	24,015,300	(3,663,000)	-13.2%	
9 "Common" DWII - "Z"	5,353,200	5,865,100	511,900	9.6%	
10 Total Volume @ WWTP	33,031,500	29,880,400	(3,151,100)	-9.5%	
11 Z Factor	16.21%	19.63%	3.42%	21.1% Ln (9) / Ln (10)	
<u>OMID Volume Share</u>					
12 Sanitary	20.04%	22.58%	2.54%	12.7% Ln (1) / Ln (5)	
13 DWII	12.63%	5.70%	-6.94%	-54.9% Ln (2) / Ln (6)	
14 Wet Weather	3.21%	4.76%	1.55%	48.3% Ln (3) / Ln (7)	
15 Total	12.88%	12.29%	-0.59%	-4.6% Ln (4) / Ln (8)	
<u>OMID Volume Distribution</u>					
16 Sanitary	55.6%	73.9%	18.4%	33.0% Ln (1) / Ln (4)	
17 DWII	38.1%	17.8%	-20.3%	-53.3% Ln (2) / Ln (4)	
18 Wet Weather	6.3%	8.3%	2.0%	30.8% Ln (3) / Ln (4)	
<u>All Cust Volume Distribution</u>					
19 Sanitary	35.7%	40.2%	4.5%	12.6% Ln (5) / Ln (8)	
20 DWII	38.8%	38.4%	-0.5%	-1.2% Ln (6) / Ln (8)	
21 Wet Weather	25.4%	21.4%	-4.0%	-15.9% Ln (7) / Ln (8)	
<u>Loading Calculations</u>					
	Non-San = 1/3 San	Technical Study			
<u>BOD Strength - mg/l</u>					
22 Sanitary	184.2	234.2	50.0	27.2%	<i>% of Sanitary</i>
23 DWII	61.4	11.7	(49.7)	-80.9%	33% / 5.0%
24 Wet Weather	61.4	58.6	(2.8)	-4.6%	33% / 25.0%
25 Total	105.2	111.2	6.0	5.7%	
<u>BOD Loadings - lbs</u>					
26 OMID Loadings	28,837,400	33,155,600	4,318,200	15.0%	<i>(1-3)*(22-24)*.0624</i>
27 System Loadings	181,765,000	166,710,200	(15,054,800)	-8.3%	<i>(5-7)*(22-24)*.0624</i>
28 OMID Pollutant Share	15.9%	19.9%	4.0%	25.4%	Ln (26) / Ln (27)
<u>SHARE Calculations</u>					
<u>Cost Pool Allocation Share %</u>					
29 Volume		50.0%			
30 Pollutants		50.0%			
<u>OMID SHARE Calculation</u>					
31 Volume		6.144%			Ln (15) * Ln (29)
32 Pollutants		9.944%			Ln (28) * Ln (30)
33 TOTAL SHARE	14.670%	16.088%	1.418%	9.7%	Sum (31) ~ (33)

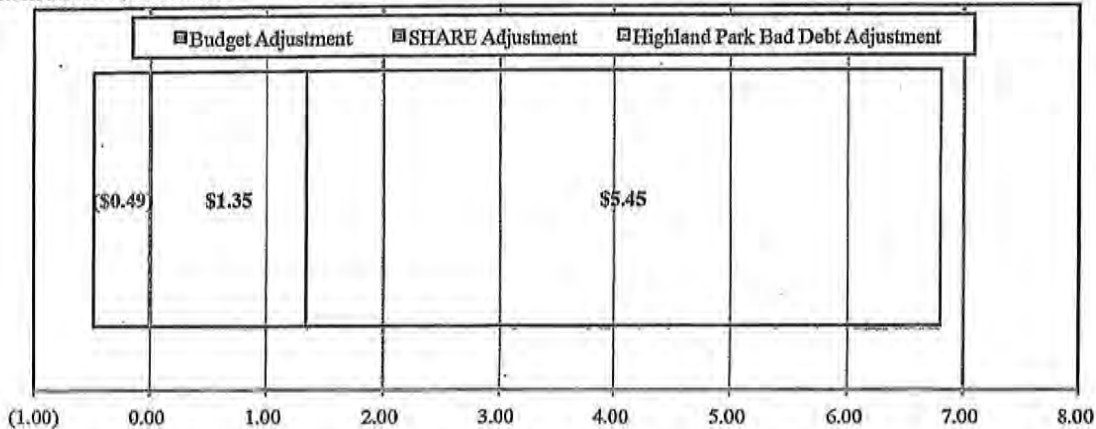
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**FY 2018 Suburban Wholesale Sewer Service Charge Schedule Calculation**  
**OMID**

BUDGET Categories	(1) Total Cost Pool \$	(2) OMID SHARE % Share	(3) Allocation \$	(4) Fixed Monthly Charge \$/mo	(5) Existing Charge \$/mo	(6) Adjustment \$/mo	(7) Charge Adj	(8) Unbundled Impact Adj
1 Common To All	388,162,000	16.088%	62,447,800	5,204,000				
2 Suburban Only	8,082,900	22.009%	1,779,000	148,300				
3 OMID Specific	7,669,700	100.000%	7,669,700	639,100				
4 CSO Facilities	47,195,700	2.651%	1,251,200	104,300				
5 Industrial Specific	9,473,700	0.000%	0	0				
6 Subtotal FY 2018 BUDGET	460,584,000		73,147,700	6,095,700				
7 Detroit / Suburban Capital Adjustment	5,516,000	22.009%	1,214,000	101,200				
8 Total FY 2018 BUDGET (a)			74,361,700	6,196,900	5,630,000	566,900	10.1%	9.8%
9 Sub Wholesale Bad Debt Adj. - Projected	4,370,000	22.009%	961,800	80,200	106,500	(26,300)	-24.7%	-0.5%
10 Sub Wholesale Bad Debt Adj. - True-Up	2,810,600	22.009%	618,600	51,600	65,800	(14,200)	-21.6%	-0.2%
11 Total Amount for Net Charges			75,942,100	6,328,700	5,802,300	526,400	9.1%	9.1%
12 Impact of Bad Debt Allocations - \$ (9) + (10)			1,580,400	131,800				
13 Impact of Bad Debt Allocations - % (12) / (8)			2.1%	2.1%				
<u>(a) BUDGET Adjustment Reconciliation</u>								
14 BUDGET Adjustment - \$/month						112,600	2.0%	1.9%
15 Cost of Service Allocation Adjustment (SHARES) - \$/month						454,300	8.1%	7.8%
<u>Annual Impact of Proposed Charges</u>								
16 Budget Adjustment						1,351,200		1.9%
17 SHARE Adjustment						5,451,600		7.8%
18 Highland Park Bad Debt Adjustment						(486,000)		-0.7%
19 Total						6,316,800		9.1%

**Impact Illustration - \$ millions**



\* The proposed charges in this document are preliminary in nature and are subject to change or modification by the Great Lakes Water Authority Board following a public hearing of the FY 2018 Financial Plan and service charge schedule for the System. The public hearing is scheduled for March 1, 2017. The Notice of this Public Hearing can be found in the customer portal.

Oakland Macomb Interceptor Drain Drainage District (OMIDDD)

3/13/2017

82912

Financial Summary

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	2016 Actual	2017 Budget	2018 Forecast	Inc / (Dec)	% Variance
<b><u>Operating Revenues</u></b>					
Operating Rate Revenue	\$ 68,425,185.06	\$ 72,746,640.00	\$ 78,531,190.00	\$ 5,784,550.00	8.0%
Operating Non-Rate Revenue	2,801,202.91	69,270.00	188,340.00	119,070.00	171.9%
<b>Operating Revenues</b>	<b>\$ 71,226,387.97</b>	<b>\$ 72,815,910.00</b>	<b>\$ 78,719,530.00</b>	<b>\$ 5,903,620.00</b>	<b>8.1%</b>
<b><u>Operating Expenses</u></b>					
Sewage Treatment	\$ 69,219,000.00	\$ 69,627,600.00	\$ 75,944,400.00	\$ 6,316,800.00	9.1%
Sewer System Maintenance	179,522.26	73,510.00	325,980.00	252,470.00	343.4%
Sewer System Engineering	1,831.71	1,050,210.00	108,160.00	(942,050.00)	-89.7%
Water Purchases	-	-	-	-	
Water Maintenance Unit	-	-	-	-	
Water Systems Engineering	-	-	-	-	
Septage Unloading Facility	-	-	-	-	
Pump Maintenance Unit	-	-	-	-	
Systems Control Unit	45,486.73	1,063,290.00	1,162,440.00	99,150.00	9.3%
Plan Review and Permitting	-	-	-	-	
Inspection	-	-	-	-	
IPP	-	-	-	-	
Laboratory	-	-	-	-	
Mapping Unit	1,031.43	1,300.00	1,050.00	(250.00)	-19.2%
Miss Dig	687.52	-	3,500.00	3,500.00	
Billing Services Unit	-	-	-	-	
General and Administrative	79,732.82	1,000,000.00	1,174,000.00	174,000.00	17.4%
<b>Total Operating Expenses</b>	<b>69,527,292.47</b>	<b>72,815,910.00</b>	<b>78,719,530.00</b>	<b>5,903,620.00</b>	<b>8.1%</b>
<b>Net Income</b>	<b>\$ 1,699,095.50</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Depreciation	-	-	-	-	
<b><u>Reserves</u></b>					
Non-Operating Revenue	\$ -	\$ -	\$ -	\$ -	
Non-Operating Expense	-	-	-	-	
Major Maintenance Reserve Revenue	399,999.96	400,000.00	400,000.00	-	0.0%
Major Maintenance Reserve Expense	(75,615.28)	-	-	-	
Emergency Reserve Revenue	-	-	-	-	
Emergency Reserve Expense	-	-	-	-	
Capital Reserve Revenue	500,000.04	500,000.00	1,000,000.00	500,000.00	100.0%
Capital Reserve Expense	(6,802.43)	(350,000.00)	-	350,000.00	-100.0%
<b>Change in Net Assets</b>	<b>\$ 2,516,677.79</b>	<b>\$ 550,000.00</b>	<b>\$ 1,400,000.00</b>	<b>\$ 850,000.00</b>	<b>154.5%</b>
<b><u>Rate Revenue</u></b>					
Revenue Requirements:					
Operating Expense	\$ 69,527,292.47	\$ 72,815,910.00	\$ 78,719,530.00	\$ 5,903,620.00	8.1%
Non-Operating	-	-	-	-	
Major Maintenance	399,999.96	400,000.00	400,000.00	-	0.0%
Emergency Maintenance	-	-	-	-	
Capital	500,000.04	500,000.00	1,000,000.00	500,000.00	100.0%
<b>Total Revenue Requirements</b>	<b>\$ 70,427,292.47</b>	<b>\$ 73,715,910.00</b>	<b>\$ 80,119,530.00</b>	<b>\$ 6,403,620.00</b>	<b>8.7%</b>
Non-Rate Revenue	\$ (2,801,202.91)	\$ (69,270.00)	\$ (188,340.00)	\$ (119,070.00)	171.9%
<b>Rate Required Revenue</b>	<b>\$ 67,626,089.56</b>	<b>\$ 73,646,640.00</b>	<b>\$ 79,931,190.00</b>	<b>\$ 6,284,550.00</b>	<b>8.5%</b>
<b><u>Reserve Balance/Net Position</u></b>					
Undesignated	\$ 4,094,317	\$ 4,094,317	\$ 4,094,317		
Major Maintenance	324,385	724,385	1,124,385		
Emergency Maintenance	-	-	-		
Capital	493,198	643,198	1,643,198		
<b>Net Position</b>	<b>\$ 4,911,900</b>	<b>\$ 5,461,900</b>	<b>\$ 6,861,900</b>		

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**THE FOSTER GROUP**

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THE FOSTER GROUP, LLC  
BART FOSTER, PRESIDENT  
CELL: (913) 530-6240  
BFOSTER@FOSTERGROUPLLC.COM

MEMORANDUM

FY 2018 Financial Plan and Service Charges

January 19, 2017

To: Sue McCormick

From: Bart Foster

You have asked for an executive summary of our preliminary recommendations regarding the FY 2018 financial plan and service charge schedules. The following commentary and observations summarize my understanding regarding the overarching strategies and approaches that are the result of our collective deliberations on this matter.

- There are significant key developments impacting the GLWA FY 2018 Financial Plan and Service Charges, including:
  - *The successful refinancing of outstanding debt assumed from DWSD, which has provided debt service savings;*
  - *The impending departure of Genesee County from the Water System during FY 2018;*
  - *The scheduled update of SHARES for the Sewer System, and the resulting shift in cost allocation amongst Customers.*
- GLWA's core planning objective this year has been to strike a careful balance between returning savings from the refunding transactions to Customers, while still preparing responsible financial plans in accordance with the Lease(s), the Master Bond Ordinances, the Water and Sewer Services Agreement, and expectations of our investors and the credit markets.
- For the Water System, we are preparing an overall BUDGET (total revenue requirement) that is equal to the existing BUDGET for FY 2017 - no increase. We note that the Lease effectively establishes an upper limit of 4 percent<sup>1</sup>.
  - *This will allow the Water System to absorb the loss of revenue from Genesee County while limiting the "average service charge" increase to approximately 4 percent.*
    - Our plan also includes approximately \$4 million in revenue during FY 2018 from Flint, reflecting anticipated service through October 1, 2017.
    - As always, impacts on individual Customers will vary based on their specific contract requirements and use of the System. However, there are not as many

<sup>1</sup> We believe that it is important to remind stakeholders that, per the Leases: ". . . this limitation shall not be applicable if the Authority Revenue Requirement must increase beyond the 4% assumption in order to satisfy the Rate Covenant or to pay the cost of improvements to the Leased Water Facilities that are required to be made by Applicable Laws."

significant changes in contract demands this year compared to recent years and we do not anticipate a great deal of variance from the average.

- The refunding savings for the Sewer System were not as significant as those for the Water System, but they still provide us the opportunity to prepare an overall BUDGET that reflects a 2 percent increase over the existing BUDGET for FY 2017, which is lower than the 4 percent upper limit referenced in the Lease.
  - *This will allow us to implement the results of the SHARE update - which will shift cost responsibility from Detroit and other (small) districts to the larger suburban Customers - while limiting the "average service charge" increase to those larger Suburban Customers to approximately 7 percent<sup>2</sup>.*
  - *The proposed plan also recognizing that Highland Park continues to make regular payments of its Sewer bills. While these payments are only partial, we are able to include this revenue in the FY 2018 financial plan, which will lessen the pressure on service charges to other Suburban Customers and reduce the impact on the "average service charge" increase for these Customers to approximately 6 percent<sup>3</sup>.*
  - *With respect to the SHARE update, we are finalizing a plan to responsibly acknowledge the significant efforts and findings of the work group's technical review while embracing the Rate Simplification Initiative and the evolving developments associated with ongoing projects mentioned below.*
  - *Again, impacts on individual Sewer Customers will vary based on their specific contributions of wastewater volumes and loadings to the System, which define their use of the System.*
- Proposed service charges for ALL Customers, and the proposed wholesale revenue requirement for the Detroit Retail Customer Class, will be formally presented at a Customer Outreach Rollout Meeting next Thursday, January 26 at SEMCOG.
  - *The Water meeting is scheduled to start at 10:30; at noon there will be a combined Water / Sewer presentation; the Sewer meeting is scheduled to start at 12:30*
  - *The cost of service allocation study for FY 2018 embraces specific budget development while recognizes that there are many ongoing projects that will continue to impact core cost allocation approaches, including:*
    - *Implementation of the Water Master Plan and strategic capacity reductions;*
    - *Launch of (and initial results of) the Wastewater Master Plan;*
    - *A comprehensive review via the Customer Outreach process of the overall cost of service allocation methodologies for both the Water and Sewer Systems;*
    - *Subsequent results of audited financial statements, including formal establishment of a beginning GLWA balance sheet and results of the fixed asset inventory and valuation.*

We are prepared to discuss this matter at your convenience.

<sup>2</sup> Preliminary, subject to change. We are still evaluating final technical data from the SHAREs project.

<sup>3</sup> *ibid*



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**BOND DEBT SERVICE**  
 Macomb Interceptor Drain Drainage District  
 County of Macomb, State of Michigan  
 New Money Portion

Period Ending	Principal	Interest	Debt Service
11/01/2017		1,273,433.33	1,273,433.33
05/01/2018	1,175,000	1,518,000.00	2,693,000.00
11/01/2018		1,488,625.00	1,488,625.00
05/01/2019	1,340,000	1,488,625.00	2,828,625.00
11/01/2019		1,455,125.00	1,455,125.00
05/01/2020	1,405,000	1,455,125.00	2,860,125.00
11/01/2020		1,420,000.00	1,420,000.00
05/01/2021	1,475,000	1,420,000.00	2,895,000.00
11/01/2021		1,383,125.00	1,383,125.00
05/01/2022	1,550,000	1,383,125.00	2,933,125.00
11/01/2022		1,344,375.00	1,344,375.00
05/01/2023	1,625,000	1,344,375.00	2,969,375.00
11/01/2023		1,303,750.00	1,303,750.00
05/01/2024	1,710,000	1,303,750.00	3,013,750.00
11/01/2024		1,261,000.00	1,261,000.00
05/01/2025	1,795,000	1,261,000.00	3,056,000.00
11/01/2025		1,216,125.00	1,216,125.00
05/01/2026	1,880,000	1,216,125.00	3,096,125.00
11/01/2026		1,169,125.00	1,169,125.00
05/01/2027	1,975,000	1,169,125.00	3,144,125.00
11/01/2027		1,119,750.00	1,119,750.00
05/01/2028	2,075,000	1,119,750.00	3,194,750.00
11/01/2028		1,067,875.00	1,067,875.00
05/01/2029	2,180,000	1,067,875.00	3,247,875.00
11/01/2029		1,013,375.00	1,013,375.00
05/01/2030	2,290,000	1,013,375.00	3,303,375.00
11/01/2030		956,125.00	956,125.00
05/01/2031	2,405,000	956,125.00	3,361,125.00
11/01/2031		896,000.00	896,000.00
05/01/2032	2,525,000	896,000.00	3,421,000.00
11/01/2032		832,875.00	832,875.00
05/01/2033	2,650,000	832,875.00	3,482,875.00
11/01/2033		766,625.00	766,625.00
05/01/2034	2,780,000	766,625.00	3,546,625.00
11/01/2034		697,125.00	697,125.00
05/01/2035	2,920,000	697,125.00	3,617,125.00
11/01/2035		624,125.00	624,125.00
05/01/2036	3,065,000	624,125.00	3,689,125.00
11/01/2036		547,500.00	547,500.00
05/01/2037	3,220,000	547,500.00	3,767,500.00
11/01/2037		467,000.00	467,000.00
05/01/2038	3,380,000	467,000.00	3,847,000.00
11/01/2038		382,500.00	382,500.00
05/01/2039	3,550,000	382,500.00	3,932,500.00
11/01/2039		293,750.00	293,750.00
05/01/2040	3,725,000	293,750.00	4,018,750.00
11/01/2040		200,625.00	200,625.00
05/01/2041	3,915,000	200,625.00	4,115,625.00
11/01/2041		102,750.00	102,750.00
05/01/2042	4,110,000	102,750.00	4,212,750.00
	60,720,000	46,809,933.33	107,529,933.33

Notes:  
 Preliminary; Subject to Change  
 Rates as of COB May 2, 2017

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BOND DEBT SERVICE

Macomb Interceptor Drain Drainage District  
 County of Macomb, State of Michigan  
 Series 2010A BABs Refunding Portion

Period Ending	Principal	Interest	Debt Service
11/01/2017		1,396,959.72	1,396,959.72
05/01/2018	2,635,000	1,665,250.00	4,300,250.00
11/01/2018		1,599,375.00	1,599,375.00
05/01/2019	2,480,000	1,599,375.00	4,079,375.00
11/01/2019		1,537,375.00	1,537,375.00
05/01/2020	2,605,000	1,537,375.00	4,142,375.00
11/01/2020		1,472,250.00	1,472,250.00
05/01/2021	2,735,000	1,472,250.00	4,207,250.00
11/01/2021		1,403,875.00	1,403,875.00
05/01/2022	2,870,000	1,403,875.00	4,273,875.00
11/01/2022		1,332,125.00	1,332,125.00
05/01/2023	3,015,000	1,332,125.00	4,347,125.00
11/01/2023		1,256,750.00	1,256,750.00
05/01/2024	3,165,000	1,256,750.00	4,421,750.00
11/01/2024		1,177,625.00	1,177,625.00
05/01/2025	3,325,000	1,177,625.00	4,502,625.00
11/01/2025		1,094,500.00	1,094,500.00
05/01/2026	3,490,000	1,094,500.00	4,584,500.00
11/01/2026		1,007,250.00	1,007,250.00
05/01/2027	3,660,000	1,007,250.00	4,667,250.00
11/01/2027		915,750.00	915,750.00
05/01/2028	3,845,000	915,750.00	4,760,750.00
11/01/2028		819,625.00	819,625.00
05/01/2029	4,035,000	819,625.00	4,854,625.00
11/01/2029		718,750.00	718,750.00
05/01/2030	4,240,000	718,750.00	4,958,750.00
11/01/2030		612,750.00	612,750.00
05/01/2031	4,445,000	612,750.00	5,057,750.00
11/01/2031		501,625.00	501,625.00
05/01/2032	4,660,000	501,625.00	5,161,625.00
11/01/2032		385,125.00	385,125.00
05/01/2033	4,890,000	385,125.00	5,275,125.00
11/01/2033		262,875.00	262,875.00
05/01/2034	5,135,000	262,875.00	5,397,875.00
11/01/2034		134,500.00	134,500.00
05/01/2035	5,380,000	134,500.00	5,514,500.00
	66,610,000	35,526,459.72	102,136,459.72

Notes:  
 Preliminary; Subject to Change  
 Rates as of COB May 2, 2017

## NOTICE OF PUBLIC HEARING

Macomb Interceptor Drainage District (MIDD) Board will hold a public hearing on the application to the Michigan Department of Environmental Quality for funding assistance through the State Revolving Fund (SRF) Program for a proposed Macomb Interceptor Drain Repair Project. The public hearing is being held for the purpose of receiving comments from interested persons on the application for funding assistance.

- The hearing will be held at **6:30 p.m. on Thursday, June 8, 2017** at Macomb County Public Works Office, 21777 Dunham Road, Clinton Township, Michigan, 48036.

A proposed Macomb Interceptor Drain Repair Project has been developed to strategically replace the existing Interceptor in a prudent and planned approach with description and details organized into a comprehensive 20 year "Project Plan". Proposed project construction includes the replacement of the failed portions of the Macomb Interceptor Drain (MID) within section PCI-12A and the structural replacement of the remainder of the MID PCI-12A. If the SRF application is successful, the MIDD will have the ability to employ the MDEQ's SRF low interest loan program to fund the proposed project(s); however, construction of the projects or utilization of the loan is not mandatory.

Impacts of the proposed project(s) include:

**Noise:** Noise due to construction activities such as construction equipment, machinery, generators, compressors, etc. will be kept to a minimum, as practicable. The work hours will be maintained in accordance with local ordinances.

**Traffic Disturbance:** Traffic control devices and temporary lane closures will be necessary during construction to safely structurally replace the Interceptor. This will impact traffic flow patterns. Construction activities will be coordinated by location to mitigate any cumulative impacts.

**Increased User Rates:** An increase in user rates will be necessary to fund these improvements. By choosing the replacement approach to correcting the interceptor failure and deterioration and spreading out the costs over the entire district the rate increases have been minimized. The "Do Nothing" approach would increase the risk of future interceptor breaks and sinkholes, requiring more costly emergency construction in the future.

Of the estimated \$135 million total project cost for all phases of the MID sinkhole repair and subsequent structural replacement of the remaining portions of the MID PCI-12A, this loan application will request that \$115 million be funded under the SRF low interest loan program as the balance of the total project costs have already been incurred and are not eligible to be covered under the SRF loan program. The repayment of the SRF loan, if approved, will be apportioned to users based on sewer contribution. The estimated user costs to finance the proposed projects have been determined assuming SRF financing with a 2.5% interest rate (current SRF interest rate) and a 20-year debt retirement. The apportionment costs are based on an annual average over a 20 year period to provide an estimate for user charges per thousand cubic feet (mcf) of sewage contribution.

The approximate Macomb Interceptor Drainage District user rate increase necessary to retire the debt incurred from the construction of the proposed projects would be \$3.67 per mcf or \$36.05 to \$45.02 per year for the average user, should all the projects be constructed.

Application into the SRF program does not bind the MIDD into constructing all or any of the proposed projects. The MIDD is simply seeking avenues for funding assistance to support the prudent replacement of the Macomb Interceptor Drain to reduce the risk of future emergency repairs.

Copies of the Macomb Interceptor Drain Repair Project Draft Project Plan detailing the proposed project is available for review beginning on **Monday, May 8, 2017** at:

- Macomb County Public Works Office  
21777 Dunham Road  
Clinton Township, MI 48047
- Website for the Macomb County Public Works Office:  
<http://publicworks.macombgov.org/PublicWorks-Home>

Written comments received before the hearing record is closed on **Thursday, June 8, 2017** will receive responses in the Final SRF Project Plan. Written questions should be sent to:

Evans Bantios, Wastewater Services Engineer II  
Macomb County Public Works  
21777 Dunham Road  
Clinton Township, MI 48047

Published May 7, 2017 in the Macomb Daily  
Issued by:

## Appraiser Retention Contract

**Parties.** This contract is made on April 6, 2017, between Nostalgia Antique Appraisal Services, LLC("Appraiser") and the Law Firm of Aloia & Associates, 48 S. Main Street, Ste.3, Mt Clemens, MI 48043, ("Client"), Representing Macomb Interceptor Drainage Drain District, 21777 Dunham Road, Clinton Township, Michigan 48036, regarding the appraisal of Personal Property to determine fair market value and/ or replacement cost for the purpose of "just compensation" for damage personal property depending on the items appraised. The fair market value will be determined by the sales comparison approach looking for sales of similar items in a common market. The replacement cost will use the cost approach taking in consideration of age of item.

Nostalgia Antique Appraisal Services will principally rely on market stylistic analysis, if available, or other resources whereby similar items with similar provenance have sold in the most common market. It is also being understood that methods of scientific testing or workmanship are outside my particular expertise. In the event that exact values cannot be determined, it will be stated therefore in the appraisal document. The appraisal will be prepared solely for the purpose of determining fair market value or replacement cost for the purpose of "just compensation" for damaged personal property, and will be used by you, my Client(s), and only you and/or agent, solely for such purpose.

The appraisal will represent my best judgment and opinion as to the current value of the appraised property. However, the appraisal will not be a statement or representation of fact nor is it a representation or warranty with respect to authenticity, genuineness or provenance. You shall indemnify, defend and hold us harmless from and against any actions, claims, liabilities or expenses incurred as a result of claims based on or arising from the appraisal, by third parties unrelated to the immediate purpose of this appraisal.

**Retention.** The parties agree that Appraiser will only become retained by Client once this contract has been mutually executed and Client has paid the initial non-refundable retention retainer. Appraiser has no duties to Client until such time.

**Appraiser's Fees and Expenses.** The parties agree that the fee for all time spent on the appraisal will be compensated at a rate of \$ 300/hour for estimated time. It is agreed that this

Page 2 of 3 Contract

specifically includes (but is not limited to) research, conferences, consultations with Client, reviewing documents, organizing documents, analysis, and developing the appraisal report.

Should in conjunction with this appraisal, additional services of the Appraiser be requested by the client ( such as, preparation time for testifying at deposition, trial or pre-trial conferences, hearing, arbitration or other venues, responding to discovery requests, testifying, investigating, reading and signing deposition transcripts, local portal-to-portal travel, waiting time, preparing exhibits), Client agrees to compensate the appraiser at the rate of \$300/ hour charged by Appraiser as of that date. In any and all events, Client will be responsible for all reasonable out of pocket expenses including, but not limited to travel, testing, research, copying, storage of evidence or documents.

**Payment Terms.**

**The projected estimate of the project will 40-50 hours@\$300/hr (\$12,000- \$15,000), not to exceed \$15,000, with completion time approximately 4 weeks.** All payments are to be made to: Nostalgia Antique Appraisal Services, LLC; Appraiser's Taxpayer ID# is: 45-2613764.

**The non-refundable retention retainer amount is \$ 1500.** This non-refundable retainer amount is the minimum fee due Appraiser and is earned upon receipt. Appraiser will invoice against this retainer. Appraiser will invoice Client for any balance due upon completion of Appraiser's report. All fees must be paid in full before a report is released to Client, other parties or anyone else. Appraiser is under no duty to release a report until Appraiser has been paid in full for all work performed to date. Overdue invoices will accrue interest at a rate of 1.5% per month.

**Payment Terms For Other Services:**

Fees for any time Appraiser is asked to reserve for testifying (at trial, hearing, deposition, arbitration or other venue) and preparation for said testimony must be paid in advance and in full 5 (five) business days prior to the time reserved for the scheduled testimony. Appraiser is under no contractual obligation to reserve the time or appear to testify and provide opinions unless Appraiser has received this payment in full at least 5 (five) business days prior to the time reserved for the scheduled testimony. **Termination.** This contract may be terminated **WITHOUT CAUSE** by either party if done so in writing within 48 hours. The Termination notice may be hand delivered or sent via regular mail or

Page 3 of 3 Contract

email. All Appraiser fees and expenses incurred up to and including the date of termination will be immediately due and payable to the Appraiser. In the event of default and subsequent litigation

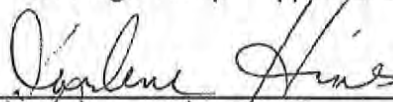
and / or the replacement of this account in the hands of an attorney and / or agency for collection, the undersigned agree(s) to pay all collection costs and expenses thereof including, but not limited to, collection fees of the outstanding balance, attorney's fees of the outstanding balance, court costs, and post-judgment interest at the rate of 18% per annum.

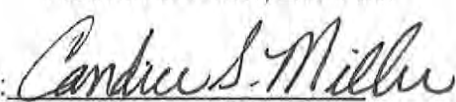
**Disputes.** Any controversy, claim or dispute arising out of or relating to this Contract, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association in the State in which the Appraiser is domiciled. The law of the State in which the Appraiser is domiciled will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Client shall be responsible for payment of attorney fees and expenses associated with the Appraiser's efforts to collect monies owed under the terms of this Contract.

**Miscellaneous.** Each party agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without the other party's prior approval. (**Appraiser** is under no duty to work for successor law firms on the underlying legal matter.) The performance of this contract by either party is subject to acts of God, death, disability, government authority, disaster or other emergencies, any of which make it illegal or impossible to carry out the agreement. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability. If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract. This written contract represents the entire understanding between the Appraiser and Client. The individual signing this contract on behalf of Client represents and warrants that he/she is duly authorized to bind Client.

Nostalgia Antique Appraisal Services, LLC

Aloia & Associate, Law Firm

By:   
Date: April 6, 2017

By:   
Date: 4-17-17

Nostalgia Antique Appraisal Services, 7 W. Square Lake Road, Bloomfield Hills, MI 48302

Office 248-454-1062

Cell 248-431-4552

## TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (the “**Agreement**”) is entered into effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between **Noble Appliance Center Holding, LLC, a Michigan Limited Liability Company**, whose address is 10420 Overhill Drive, Brighton, Michigan 48114 (the “**Licensor**”), and the **Macomb Interceptor Drain Drainage District** (the “**Licensee**”) whose address is 21777 Dunham Road, Clinton Township, Michigan 48036, on the following terms and conditions:

1. **Background.** The Licensor owns real property in the Township of Clinton, Macomb County, Michigan, legally described on the attached **Exhibit A** (the “**Premises**”). A sewer interceptor collapse developed on 15 Mile Road, west of the Premises. In order to continue repairs and restoration to the sewer interceptor on 15 Mile Road, the Licensee will install pumping facilities at its Control Structure 2, located between Licensor’s two (2) entry/exit points on Garfield Road, which will flow into piping that will run north underneath Licensor’s northernmost drive approach off of Garfield Road, and continue above ground within the Licensor’s greenbelt along the north and east sides of Licensor’s property, and then discharge into the Harrington Drain. (“**Licensed Activities**”). The Licensor is willing to grant the Licensee a revocable license over a portion of the Premises as described herein and shown on **Exhibit B** (“**Licensed Area**”) for the Licensed Activities, subject to the provisions herein.
2. **Grant of the Licensee.** Licensor grants to the Licensee a non-exclusive, revocable license over Licensed Area for the Licensed Activities.
3. **Restoration.** Upon the expiration of this Agreement, Licensee shall, at its cost, repair and restore the Licensed Area to its original condition or better and shall not commit any waste on the Premises or allow any liens to be placed on the Premises, including without limitation construction liens. The restoration shall include the repair and replacement of any of the concrete approach removed by the Licensee or any lawn or landscaping damaged or destroyed by the Licensee in the course of the Licensed Activities. In the event that any liens do encumber Licensor’s property, the Licensee is responsible to promptly remove the liens at Licensee’s own cost and expense. Restoration shall begin as soon as the Project is complete, except for reasonable delays due to weather. Licensor shall have a license to use the Licensed Area to repair and restore the Licensor’s property.
4. **Term.** The license granted herein shall be from the date this License is signed by all Parties, until one (1) day after the removal of the Licensee’s equipment and restoration of the Licensor’s Premises is complete at the conclusion of the Project, but no longer than a term of one (1) year, unless Licensor and Licensee agree to an extension.
5. **Consideration.** The consideration for this License is the mutual benefit to all of the Parties of ensuring that repairs to the sinkhole occur as soon as possible, and to prevent or limit basement back-ups on the Premises and the surrounding community.



6. **Access by Licensor.** Licensor shall have unlimited access, to and across the Licensed Area, to review the usage by Licensee.

7. **Indemnification, Waiver and Insurance by Licensee.** The Licensee agrees to indemnify the Licensor, and its officers, agents and employees and hold them harmless for any claims, actions, damages, liability, occurring on or about the Premises arising out of the Licensed Activities, unless such is caused by the sole negligence and gross negligence of Licensor, its agents, employees, or invitees.

The Licensee agrees to protect, indemnify and hold the Licensor and its officers, invitees, agents and employees free and harmless from and against any and all losses, injuries, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the license granted herein and/or its performance. Without limiting the generality of the foregoing, all claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, regulation, or court decree, shall be included in the indemnity. The Licensee agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense, and agrees to bear all other costs and related expenses, even if the claims, etc. are groundless, false, or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the indemnitees for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence and gross negligence of the indemnitees.

The Licensee or its contractor shall obtain liability insurance insuring against damage to persons or property on or about the Premises in an amount of not less than \$5 Million, which policy shall list the Licensor as an "additional insured," and Licensee or its contractor shall provide Licensor with a certificate of insurance showing the existence of said required liability insurance.

8. **Default.** In the event of default by Licensee, the Licensor shall give notice of the default by certified mail to Licensee, at the address set forth above. Licensee shall cure the default within thirty (30) days, if it is a default which is reasonably curable within that time, or if the default is not reasonably curable within thirty (30) days, then Licensee shall be permitted a sufficient period to cure the default, the sufficient period to be set by Licensor in its sole discretion, and then if not cured, in that event Licensor may terminate this Agreement.

9. **Assignment.** The Licensee shall not assign or transfer its right under this Agreement without prior written consent from the Licensor. The Licensor may assign this Agreement to any successor owner of the Premises. The Parties acknowledge and agree that contractors and sub-contractors hired by Licensee may utilize the Premises, and any such use does not require Licensor's written consent.

10. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties, their respective agents, contractors, representatives, successors, or assigns.
11. **Entire Agreement.** This Agreement contains the entire agreement of the parties and the parties acknowledge that there have been no representations or understandings other than those expressly set forth in this Agreement.
12. **Jurisdiction and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Michigan. Venue for any disputes under this Agreement shall lie in Macomb County, Michigan.
13. **Effective Date.** This Agreement shall be effective as of the date shown above.

*[Signatures Follow on Next Pages]*

IN WITNESS WHEREOF, the Licensor and Licensee have executed this Agreement as of the date set forth above.

**LICENSOR:**

**Noble Appliance Center Holding, LLC,  
a Michigan Limited Liability Company**

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

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF MACOMB

On this \_\_\_\_ day of \_\_\_\_\_, 2017, before me a Notary Public, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of **Noble Appliance Center Holding, LLC, a Michigan Limited Liability Company**, known to me to be the person who executed the within instrument and who acknowledged the same to be their free act and deed.

\_\_\_\_\_, Notary Public  
State of Michigan, County of Macomb  
My Commission Expires: \_\_\_\_\_  
Acting in the County of \_\_\_\_\_

*[Signatures continue on the following page]*

**LICENSEE:**

**MACOMB INTERCEPTOR DRAIN  
DRAINAGE DISTRICT**

*Candice S. Miller*

By: Candice S. Miller

Its: Macomb County Public Works Commissioner  
and Authorized Signer

Approved on: \_\_\_\_\_

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB )

On this \_\_\_ day of March, 2017, before me personally appeared **Candice S. Miller, Macomb County Public Works Commissioner and Authorized Signer of MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** known to me to be the person who executed the within instrument and who acknowledged the same to be her free act and deed.

*Barbara A. Delecke*

\_\_\_\_\_  
*Barbara A. Delecke*, Notary Public  
State of Michigan, County of Macomb  
My Commission Expires: 4.23.2021  
Acting in the County of Macomb

Drafted by and when recorded, return to:  
BENJAMIN J. ALOIA  
ALOIA & ASSOCIATES, P.C.  
48 South Main Street, Suite 3  
Mount Clemens, MI 48043

**EXHIBIT A**

Land situated in the Township of Clinton, County of Macomb, State of Michigan, described as:

Outlets A and B, Barclay Estates Subdivision, according to the Plat thereof, as recorded in Liber 57, Pages 39, 40 and 41 of Plats, Macomb County Records.

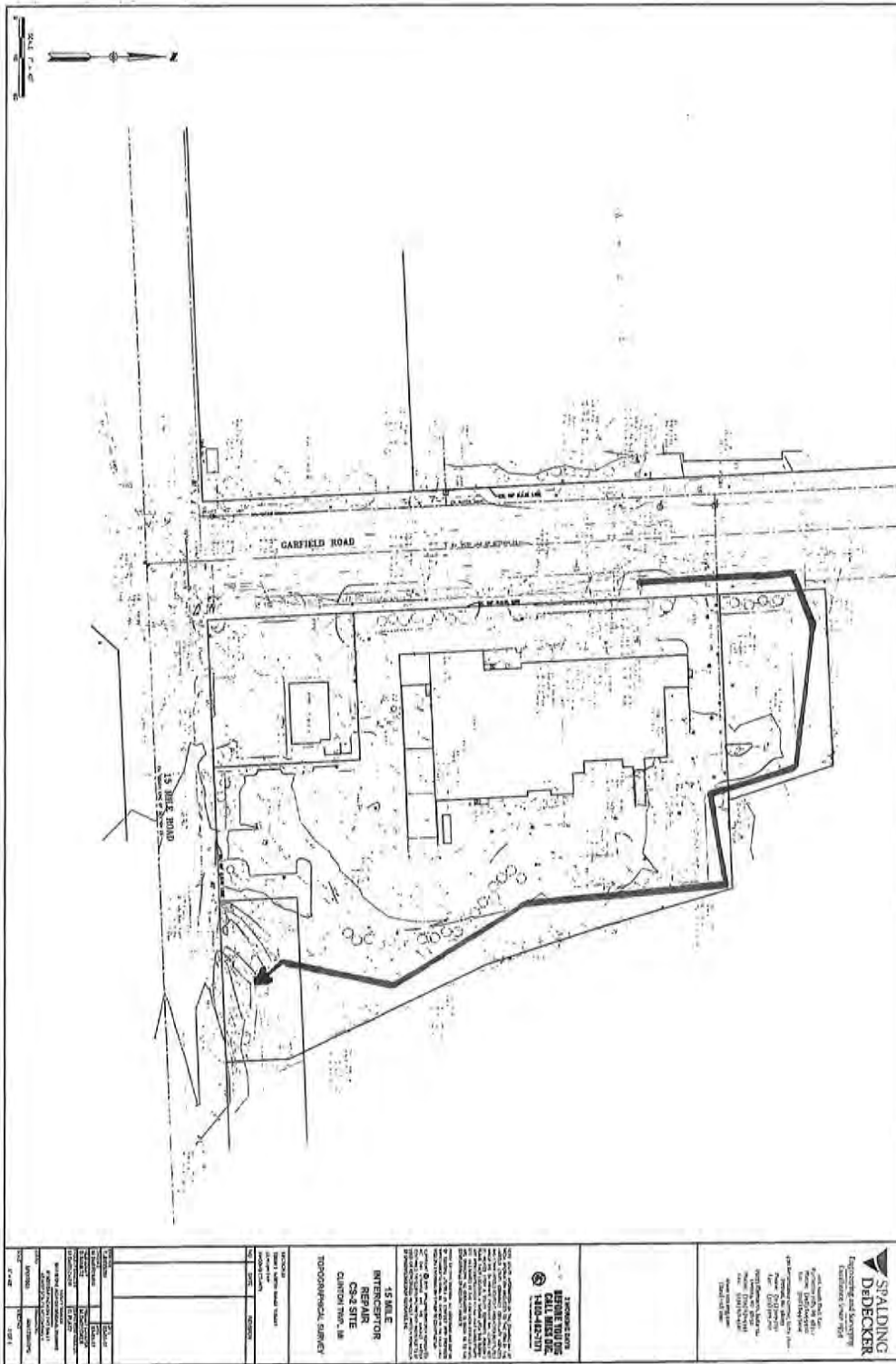
ALSO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

The parcel of land located in and being a part of the Southwest ¼ of Section 29, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, and being more particularly described as follows:

Commencing at a point 210.00 feet N00°27'15" W and 60.00 feet N89°40'30"E from the Southwest corner of said Section 29 and extending N00°27'15"W 485.00 feet; thence N89°32'45"E 180.00 feet; thence S15°42'35"E 114.02 feet; thence N89°32'45"E 90.00 feet; thence S13°45'11"E 134.63 feet; thence S15°36'11"E 129.44 feet; thence S23°04'17"E 222.28 feet; thence S00°19'30"E 65.00 feet; thence S89°40"W 300.00 feet; thence N00°27'15"W 150.00 feet; thence S89°40'30"W 150.00 feet to the Point of Beginning. Also known as Outlot "A" and Outlot "B" of "Barclay Estates Subdivision," part of the Southwest ¼ of Section 29, Town 2 North, Range 13 East, Clinton Township, Macomb County, Michigan, as recorded in Liber 57, Page 39, Macomb County Records.

Commonly known as: 35110 Garfield Road, Clinton Township, Michigan  
Parcel ID No. 16-11-29-353-015

**EXHIBIT B**



**MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**  
**RESOLUTION TO ADOPT FREEDOM OF INFORMATION ACT**  
**PROCEDURES AND GUIDELINES**

At a meeting of the Drainage Board for the Macomb Interceptor Drain Drainage District (the "MIDDD") held on the 8<sup>th</sup> day of May, 2017 at 10:00 a.m.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, pursuant to the Michigan Freedom of Information Act, Public Act 442 of 1976, as amended (the "FOIA"), all public bodies in Michigan are required to adopt procedures and guidelines relating to requests for public records; and

**WHEREAS**, the MIDDD is a public body subject to the FOIA; and

**WHEREAS**, the MIDDD seeks to ensure full compliance with the provisions of the FOIA.

**NOW, THEREFORE, BE IT RESOLVED** by the MIDDD Board as follows:

1. The MIDDD Board hereby adopts the attached Procedures and Guidelines and Written Public Summary to be used in fulfilling all requirements under the FOIA.
2. The MIDDD's actions taken to respond to FOIA requests since July 1, 2015 are hereby retroactively ratified by this resolution.
3. All prior resolutions and parts of prior resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

**YEAS:**

**NAYS:**

**ABSENT:**

**RESOLUTION DECLARED** \_\_\_\_\_.

**CERTIFICATION OF CHAIRPERSON**

I, Candice, Chairperson of the Macomb Interceptor Drain Drainage District Board, do hereby certify this to be a true and complete copy of a resolution duly adopted by the Board at a meeting on May 8, 2017.

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Candice S. Miller  
Its: Chairperson



## **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT**

### **FREEDOM OF INFORMATION ACT PROCEDURES AND GUIDELINES**

It is the policy of the Macomb Interceptor Drain Drainage District (the "MIDDD") that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act ("FOIA"), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The person shall be informed so that they fully participate in the democratic process.

The MIDDD's policy with respect to FOIA requests is to comply with the State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner regardless of who makes such a request.

The MIDDD acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. The MIDDD acknowledges that sometimes it is necessary to invoke the exemptions identified under the FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

The MIDDD will protect the public's interest in disclosure, while balancing the requirement to withhold or redact portions of certain records. The MIDDD's policy is to disclose public records consistent with and in compliance with State law.

The Macomb Interceptor Drain Drainage District Board ("MIDDD Board") has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the MIDDD and explaining how to understand the MIDDD's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

For the purposes of these Procedures and Guidelines, a member of the MIDDD Board is defined as the chairperson and any other member that make up the MIDDD.

#### **SECTION 1: GENERAL ADMINISTRATION**

- A. The MIDDD Board acting pursuant to the authority at MCL 15.236, designates Candice S. Miller, Public Works Commissioner, as the FOIA Coordinator. The FOIA Coordinator shall be the individual responsible for processing all FOIA requests received by the MIDDD and approving all denials under the FOIA in consultation with the MIDDD's legal counsel. The FOIA Coordinator is authorized to designate other MIDDD staff to act on his or her behalf to accept and process written requests for the MIDDD's public records and approve denials.
- B. The FOIA Coordinator may, in his or her discretion, implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing of FOIA requests.

- C. The FOIA Coordinator shall keep a copy of all written requests for public records received by the MIDD on file for a period of at least one year.
- D. The MIDD is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither the FOIA Coordinator nor other MIDD staff are obligated to provide answers to questions contained in requests for public records or regarding the content of the records themselves.
- E. The MIDD will make these Procedures and Guidelines and the Written Public Summary publicly available without charge.
- F. A copy of these Procedures and Guidelines and the MIDD's Written Public Summary must be publicly available by providing free copies both in the MIDD's response to a written request and upon request by visitors at the MIDD Board's office.
- G. These Procedures and Guidelines and the MIDD's Written Public Summary will be maintained on the MIDD's website at: [publicworks.macombgov.org](http://publicworks.macombgov.org). A link to those documents will be provided in lieu of providing paper copies of those documents.

## **SECTION 2: FOIA REQUESTS**

- A. A person requesting to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the MIDD must do so in writing. The request must sufficiently describe a public record so as to enable MIDD personnel to identify and find the requested public record. No specific form to submit a request for a public record is required.
- B. Written requests for public records may be submitted to the MIDD in person or by mail to the FOIA Coordinator or any member of the MIDD Board. Requests may also be submitted electronically by facsimile and e-mail. Requests that are received by a MIDD board member shall be promptly forwarded to the FOIA Coordinator for processing.
- C. If a request for a public record is received by facsimile or e-mail, the request is deemed to have been received on the following business day. If a request is sent by e-mail and delivered to a spam or junk-mail folder, the request is not deemed received until 1 day after the FOIA Coordinator first becomes aware of the request. The FOIA Coordinator shall note both the date the request was delivered to the spam or junk-mail folder and the date the FOIA Coordinator became aware of the request.
- D. A person may request that public records be provided on non-paper physical media, electronically mailed or otherwise provided to him or her in lieu of paper copies. The MIDD will comply with the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

- E. A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

### **SECTION 3: PROCESSING A FOIA REQUEST**

#### **A. Responding to the FOIA Request**

- 1) Within 5 business days of receipt of a FOIA request the MIDDD will issue a response, unless otherwise agreed to in writing by the person making the request. The MIDDD will respond to the request in one of the following ways:
  - Granting the request;
  - Issuing a written notice denying the request;
  - Granting the request in part and issue a written notice denying in part the request;
  - Issuing a notice indicating that due to the nature of the request the MIDDD needs an additional 10 business days to respond (only one such extension is permitted); or
  - Issuing a written notice indicating that the public record requested is available at no charge on the MIDDD's website.
- 2) If the request is granted, or granted in part, the FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available. The FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request. A copy of these Procedures and Guidelines will be provided to the requestor with the response to a written request for public records, provided however, that if these Procedures and Guidelines, and its Written Public Summary are maintained on the MIDDD's website, then a website link to those documents may be provided in lieu of providing paper copies.
- 3) If the cost of processing a FOIA request is \$50.00 or less, the requestor will be notified of the amount due and where the documents can be obtained.
- 4) If the estimated cost of processing a FOIA request is expected to exceed \$50.00, or if the requestor has not fully paid for a previously granted request, the MIDDD will require a good-faith deposit before processing the request. In making the request for a good-faith deposit the FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by the MIDDD to process the request and also provide a best effort estimate of a time frame it will take the MIDDD to provide the records to the requestor upon receipt of the required deposit. The best efforts estimate shall be nonbinding on the MIDDD but will be made in good faith with reasonable accuracy, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.
- 5) The MIDDD shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. The FOIA Coordinator is

authorized to promulgate rules regulating the manner in which records may be viewed so as to protect MIDDD records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal business operations of the MIDDD.

- 6) The FOIA Coordinator shall, upon written request, furnish a certified copy of a public record to the person requesting the public record.

**B. Denial of FOIA Request**

- 1) If the request is denied or denied in part, the FOIA Coordinator will sign and issue a written Notice of Denial which shall provide, as applicable:
  - An explanation why a requested public record is exempt from disclosure; or
  - A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by the MIDDD; or
  - An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
  - An explanation of the person's right to submit an appeal of the denial to either the MIDDD Board or seek judicial review in the Circuit Court; and
  - An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of up to \$1,000, should the requestor prevail in Circuit Court.
- 2) If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial, indicate that the request is deficient, and seek clarification or amendment of the request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines provided under the FOIA.

**SECTION 4: DEPOSIT REQUIREMENTS**

- A. If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation by the FOIA Coordinator, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.
- B. If a request for public records is from a person who has not fully paid the MIDDD for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:
  - 1) the final fee for the prior written request is not more than 105% of the estimated fee;
  - 2) the public records made available contained the information sought in the prior written request and remain in the MIDDD's possession;
  - 3) the public records were made available to the individual, subject to payment, within the time frame estimated by the MIDDD to provide the records;
  - 4) 90 days have passed since the FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;

- 5) the individual is unable to show proof of prior payment to the MIDDD; and
  - 6) the FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.
- C. The FOIA Coordinator will not require an estimated 100% fee deposit if any of the following apply:
- 1) the person making the request is able to show proof of prior payment in full to the MIDDD;
  - 2) the MIDDD is subsequently paid in full for the applicable prior written request; or
  - 3) 365 days have passed since the person made the written request for which full payment was not remitted to the MIDDD.

## SECTION 5: CALCULATION OF FEES

- A. A fee may be charged for the labor cost of copying/duplication.
- B. A fee will *not* be charged for the cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to the MIDDD because of the nature of the request in the particular instance.
- C. The following factors shall be used to determine an unreasonably high cost to the MIDDD:
- 1) The particular request incurs costs greater than incurred from the typical or usual request received by the MIDDD.
  - 2) Volume of the public record requested.
  - 3) Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
  - 4) The available staffing to respond to the request.
  - 5) Any other similar factors identified by the FOIA Coordinator in responding to the particular request.
- D. The MIDDD may charge for the following costs associated with processing a FOIA request:
- 1) Labor costs directly associated with searching for, locating and examining a requested public record.
  - 2) Labor costs associated with a review of a record to separate and delete information exempt from disclosure from information which is disclosed, when failure to charge a fee will result in unreasonably high costs to the MIDDD.
  - 3) The actual cost of computer discs, computer tapes or other digital or similar media when the requestor asks for records in non-paper physical media.
  - 4) The cost of duplication or publication, not including labor, of paper copies of public records.
  - 5) The cost of labor associated with duplication or publication, including making paper copies, making digital copies or transferring digital public records to non-paper physical media or through the Internet or other electronic means.
  - 6) The actual cost of mailing or sending a public record.

- E. Labor costs will be calculated based on the following requirements:
- 1) All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
  - 2) The cost of labor directly associated with duplication, publication or transferring records to non-paper physical media can be charged in time increments of the public body's choosing with all partial increments rounded down.
  - 3) Labor costs will be charged at the hourly wage of the lowest-paid MIDDD employee capable of doing the work in the specific fee category, regardless of who actually performs work.
  - 4) If using contract or outside labor to separate and delete exempt material from non-exempt material, the public body must clearly note the name of the person or firm who does the work and the labor cost may not exceed an amount 6 times the state minimum hourly wage.
  - 5) Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The MIDDD may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
  - 6) Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- F. The cost to provide records on non-paper physical media when so requested will be based on the following requirements:
- 1) Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
  - 2) This cost will only be assessed if the MIDDD has the technological capability necessary to provide the public record in the requested non-paper physical media format.
  - 3) In order to ensure the integrity and security of the MIDDD's technological infrastructure, the MIDDD will procure any requested non-paper media and will not accept non-paper media from the requestor.
- G. The cost to provide paper copies of records will be based on the following requirements:
- 1) Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
  - 2) The MIDDD may provide records using double-sided printing, if it is cost-saving and available.
- H. The cost to mail records to a requestor will be based on the following requirements:
- 1) The actual cost to mail public records using a reasonably economical and justified means.
  - 2) The MIDDD shall charge for the least expensive form of postal delivery confirmation.
  - 3) No cost will be made for expedited shipping or insurance unless requested.
- I. If the FOIA Coordinator does not respond to a written request in a timely manner, the following shall be required:
- 1) Reduce the labor costs by 5% for each day the MIDDD exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:

- The late response was willful and intentional.
  - The written request, within the first 250 words of the body of a letter facsimile, e-mail or e-mail attachment conveyed a request for information.
  - The written request specifically included the words, characters, or abbreviations for "freedom of information", "information", "FOIA", "copy" or a recognizable misspelling of such, or legal code reference to MCL 15.231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an e-mail, letter or facsimile cover page.
- 2) Fully note the charge reduction in the Detailed Itemization of Costs Form.

## **SECTION 6: DISCOUNT OF FEES**

- A. The FOIA Coordinator will waive the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:
- 1) indigent and receiving specific public assistance; or
  - 2) if not receiving public assistance stating facts demonstrating an inability to pay because of indigency.
- B. An individual is not eligible to receive the waiver if:
- 1) the requestor has previously received discounted copies of public records from the MIDDD twice during the calendar year; or
  - 2) the requestor requests information in connection with other persons who are offering or providing payment to make the request.
- C. The MIDDD will waive the fee for a nonprofit organization designated by the State to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Public Law 106-402, and the Protection and Advocacy for Individuals with Mental Illness Act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
- 1) is made directly on behalf of the organization or its clients;
  - 2) is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code, 1974 PA 258 [MCL § 330.1931]; and
  - 3) is accompanied by documentation of its designation by the State, if requested by the MIDDD.

## **SECTION 7: APPEAL OF A DENIAL OF A PUBLIC RECORD**

- A. When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may file an appeal of the denial with the MIDDD Board. The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial.
- B. The MIDDD Board is not considered to have received a written appeal until the first regularly scheduled meeting following the submission of the appeal.

- C. Within 10 business days of receiving the appeal the MIDDD Board will respond in writing in one of the following ways:
  - 1) Reverse the disclosure denial;
  - 2) Uphold the disclosure denial;
  - 3) Reverse the disclosure denial in part and uphold the disclosure denial in part; or
  - 4) Under unusual circumstances, issue a notice of extension for not more than 10 business days to respond to the appeal.
- D. Regardless of whether a requestor submitted an appeal of a denial to the MIDDD Board, he or she may file a civil action in the Circuit Court within 180 days after the MIDDD's final determination to deny the request.
- E. If the court determines that the public record is not exempt from disclosure, the court will award the requestor reasonable attorneys' fees, costs and disbursements. If the court determines that the appellant prevails only in part, the court, in its discretion, may award all or an appropriate portion of reasonable attorneys' fees, costs and disbursements.
- F. If the court determines that the MIDDD arbitrarily and capriciously violated the FOIA by refusing or delaying the disclosure of copies of a public record, it shall order the MIDDD to pay a civil fine of \$1,000, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000 to the person seeking the right to inspect or receive a copy of the public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

#### **SECTION 8: APPEAL OF AN EXCESSIVE FOIA PROCESSING FEE**

- A. If a requestor believes that the fee charged by the MIDDD to process a FOIA request exceeds the amount permitted by state law, he or she must first submit a written appeal for a fee reduction to the MIDDD Board. The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted.
- B. The MIDDD Board is not considered to have received a written appeal until the first regularly scheduled meeting following the submission of the appeal.
- C. Within 10 business days after receiving the appeal, the MIDDD Board will respond in writing by:
  - 1) waiving the fee;
  - 2) reducing the fee with a written determination indicating the specific basis that supports the remaining fee, accompanied by a certification by the MIDDD Board that the statements in the determination are accurate and the reduced fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA;
  - 3) upholding the fee with a written determination indicating the specific basis under Section 4 of the FOIA that supports the required fee, accompanied by a certification by the



MIDDD Board that the statements in the determination are accurate and the fee amount complies with these Procedures and Guidelines and Section 4 of the FOIA; or

- 4) issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the MIDDD Board will respond to the written appeal.
- D. Within 45 days after receiving notice of the MIDDD Board's determination of a fee appeal, a requestor may commence a civil action in the Circuit Court for a fee reduction. If a civil action is filed appealing the fee, the MIDDD is not obligated to complete the processing of the request for the public record at issue until the Court resolves the fee dispute.
  - E. If the court determines that the MIDDD required a fee that exceeds the amount permitted, it shall reduce the fee to a permissible amount. If the requesting person in the civil action prevails by receiving a reduction of 50% or more of the total fee, the court may award, in its discretion, all or an appropriate amount of reasonable attorneys' fees, costs and disbursements.
  - F. If the court determines that the MIDDD has acted arbitrarily and capriciously by charging an excessive fee, it shall order the MIDDD to pay a civil fine of \$500, which shall be deposited into the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500 to the person seeking the fee reduction. The fines and damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

#### **SECTION 9: CONFLICT WITH PRIOR FOIA POLICIES AND PROCEDURES; EFFECTIVE DATE**

- A. To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by the MIDDD Board, these Procedures and Guidelines shall supersede all prior policies and shall control. To the extent that any administrative rule promulgated by the FOIA Coordinator subsequent to the adoption of these Procedures and Guidelines is found to be in conflict with any previous policy promulgated by the MIDDD Board, the administrative rule promulgated by the FOIA Coordinator is controlling.
- B. To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the MIDDD Board, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the MIDDD Board of any change to these Policies and Guidelines
- C. These FOIA Procedures and Guidelines become effective July 1, 2015.

## **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT PUBLIC SUMMARY OF FOIA PROCEDURES AND GUIDELINES**

It is the public policy of this state that all persons, except those incarcerated, are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The person shall be informed so that they fully participate in the democratic process.

Consistent with the Michigan Freedom of Information Act Public Act 442 of 1976, as amended (“FOIA”), the following is the written public summary of the Macomb Interceptor Drain Drainage District’s (the “MIDDD”) FOIA Procedures and Guidelines.

This is only a summary of the MIDDD’s FOIA Procedures and Guidelines. For more details and information, copies of the MIDDD’s FOIA Procedures and Guidelines are available at no charge at the offices of the MIDDD and on the MIDDD’s website at: [publicworks.macombgov.org](http://publicworks.macombgov.org).

### **1. Submitting a FOIA Request to the MIDDD.**

- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by the MIDDD must be submitted on any form of writing.
- A request must sufficiently describe a public record so as to enable the MIDDD to find it.
- No specific form to submit a written FOIA request is required.
- Written requests may be made in person by delivery to 21777 Dunham Road, Clinton Township MI 48036 or by mail addressed to Macomb Interceptor Drain Drainage District, ATTN: FOIA Coordinator, 21777 Dunham Road, Clinton Township MI 48036.
- Requests may also be made by facsimile to the MIDDD at 586-469-7693 or via email to [brian.baker@macombgov.org](mailto:brian.baker@macombgov.org).

*Note: If you are serving a sentence of imprisonment in a local, state or federal correctional facility you are not entitled to submit a request for public records under FOIA.*

### **2. The MIDDD’s Response to the FOIA Request**

- Within five (5) business days of receipt of a FOIA request the MIDDD will issue a response. If a request is submitted by facsimile or e-mail the request is deemed to have been received on the following business day. E-mail requests delivered to the FOIA Coordinator’s spam or junk-mail folder shall be deemed received one (1) day after the FOIA Coordinator becomes aware of the e-mail request, and such dates shall be noted in any response provided.
- The MIDDD will respond to your request in one of the following ways:
  - Grant the request;
  - Issue a written notice denying the request;

- Grant the request in part and issue a written notice denying the request in part;
  - Issue a notice indicating that due to the nature of the request the MIDD requires an additional ten (10) business days to respond; or
  - Issue a written notice indicating that the public record requested is available at no charge on the MIDD's website.
- If a request is granted, or granted in part, the MIDD will ask that payment be made for any permissible fees associated with responding to the request before the public record is made available. If the costs of processing and responding to the request are expected to exceed \$50.00 or if you have not paid for a previously granted request, the MIDD will require a good faith deposit prior to processing the request. Under certain circumstances, the MIDD may require payment of any and all fees in advance prior to processing the request.

### 3. Fee Deposit Requirements

- If the MIDD has made a good faith calculation that the total fee for processing a FOIA request will exceed \$50.00, the MIDD will require that you provide a deposit in the amount of 50% of the total estimated fee. A detailed itemization of the fee will be provided with the request for the deposit. The MIDD's request for a deposit will also include a non-binding best efforts estimate of how long it will take to process the request upon receipt by the MIDD of the required deposit.
- If the MIDD receives a written request from an individual or entity who has not paid the MIDD for fees charged in connection with a previously granted FOIA request, the MIDD will require a deposit of 100% of the estimated fee prior to processing the request when **all** of the following conditions exist:
  - the final fee for the prior written request was not more than 105% of the estimated fee;
  - the public records made available contained the information sought in the prior written request and remain in the MIDD's possession;
  - the public records were made available, subject to payment, within the time frame estimated by the MIDD to provide the records;
  - 90 days have passed since the MIDD notified the individual in writing that the records were available for pickup or mailing;
  - the individual is unable to show proof of prior payment to the MIDD; and
  - the MIDD has calculated a detailed itemization that is the basis for the current written request's increased fee deposit.
- The MIDD will not require the 100% estimated fee deposit if any of the following apply:
  - the person making the request is able to show proof of prior payment in full to the MIDD;
  - the MIDD is subsequently paid in full for all applicable prior written requests;
  - or

- 365 days have passed since the person made the request for which full payment was not remitted to the MIDDD.

#### 4. Calculation of FOIA Processing Fees

- A fee will not be charged for the cost of search, examination, review, and the deletion and separation of exempt from nonexempt information unless the failure to charge a fee would result in unreasonably high costs to the MIDDD because of the nature of the request in the particular instance, and the MIDDD identifies the nature of the high costs.
- In accordance with FOIA, the MIDDD may charge for the following six fee components when processing a FOIA request:
  - Labor costs associated with searching for, locating and examining a requested public record;
  - Labor costs associated with a review of a record to separate and delete exempt information from non-exempt information which is disclosed;
  - The costs of computer discs, computer tapes or other digital or similar media when the request asks for records in non-paper physical media;
  - The cost of duplication or publication, not including labor, of paper copies of public records;
  - Labor costs associated with duplication or publication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet; and
  - The actual cost of mailing or sending responsive public records to a requestor.
- Labor Costs
  - All labor costs will be estimated and charged in 15 minute increments with all partial time increments rounded down.
  - Labor costs will be charged at the hourly wage of the lowest-paid employee capable of doing the work in the specific fee category, regardless of who actually performs work.
  - If the MIDDD does not employ a person capable of separating and deleting exempt from non-exempt information, contracted labor costs will be charged at an hourly rate not exceeding an amount equal to 6 times the state established minimum hourly wage rate.
  - Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. The MIDDD may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
  - Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Non-paper Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if the MIDD has the technological capability necessary to provide the public records in the requested non-paper physical media format.
- Paper Copies
  - Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$0.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
  - The MIDD may provide records using double-sided printing, if cost-saving and available.
- Mailing Costs
  - The cost to mail public records will use a reasonably economical and justified means.
  - The MIDD may charge for the least expensive form of postal delivery confirmation.
  - No cost will be made for expedited shipping or insurance unless requested.

## **5. Qualifying for a Reduction of Fees.**

- The MIDD may waive or reduce the fee associated with a request if the MIDD determines that a waiver or reduction of the fee is in the public interest because the release of information can be considered as primarily benefiting the general public. The MIDD may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.
- The MIDD will waive the first \$20.00 of the processing fee for responding to a FOIA request if an affidavit is provided stating:
  - that the requestor is indigent and receiving specific public assistance; or
  - if not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.
- A requestor is not eligible to receive the \$20.00 waiver if:
  - he/she has previously received discounted copies of public records from the MIDD twice during that calendar year; or
  - he/she is requesting information on behalf of other persons who are offering or providing payment to the individual to make the request.
- The MIDD will waive the fee for a nonprofit organization which meets all of the following conditions:
  - the organization is designated by the State under federal law to carry out activities under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act;

- the request is made directly on behalf of the organization or its clients;
- the request is made for a reason wholly consistent with the provisions of federal law under Section 931 of the Mental Health Code; and
- the request is accompanied by documentation of the organization's designation by the State.

## **6. Challenges or Appeals.**

- Appeal of a Denial of a Public Record
  - Denials of all or a portion of a FOIA request may be appealed to the MIDD Board. The appeal must be filed in writing, specifically state the word "appeal", and identify the reason or reasons for reversal of the denial.
  - Within 10 business days of receiving the appeal the MIDD Board will respond in writing by:
    - Reversing the disclosure denial;
    - Upholding the disclosure denial; or
    - Reverse the disclosure denial in part and uphold the disclosure denial in part.
  - Whether or not an appeal is submitted to the MIDD Board, a civil action may be commenced in the Circuit Court within 180 days after the MIDD's final determination to deny the FOIA request. If a requestor prevails in the civil action, the court will award reasonable attorneys' fees, costs and disbursements. If the court determined the MIDD acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court will award the requestor damages in the amount of \$1,000.
- Appeal of an Excessive FOIA Processing Fee
  - If you believe that the fee charged by the MIDD to process your FOIA request exceeds the amount permitted by state law, you must first submit a written appeal of the fee charged to the MIDD Board. The appeal must be in writing, specifically state the word "appeal", and identify the basis for contesting the fee charged.
  - Appeals received by the MIDD Board are not considered received until the first regularly scheduled meeting of the MIDD Board following submission of a written appeal.
  - Within 10 business days after receiving the appeal, the MIDD Board will respond in writing by:
    - Waiving the fee;
    - Reducing the fee and issuing a written determination indicating the specific basis supporting the remaining fee;
    - Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
    - Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the MIDD Board will respond the written appeal.

- Within forty-five (45) days after receiving notice of the MIDD Board's determination of the processing fee appeal, you may commence a civil action in the Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or an appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that the MIDD acted arbitrarily and capriciously by charging an excessive fee, the court may also award you punitive damages in the amount of \$500.

Macomb Interceptor Drain Drainage District ("MIDDD")  
 21777 Dunham Road  
 Clinton Township, MI 48036  
 Phone: (586) 469-5325

Date: \_\_\_\_\_ Prepared for Request No.: \_\_\_\_\_ Date Request Received: \_\_\_\_\_

<p><b>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to the MIDDD's FOIA Policies and Guidelines.</b></p>			
<p><b>1. Labor Cost for Copying / Duplication</b></p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of the MIDDD's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in _____-minute time increments as set by the MIDDD Board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.</p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____  <u>OR</u>          Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u>          Multiply the hourly wage by the percentage multiplier: _____%          (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.          \$ _____</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>1. Labor Cost</p> <p>\$ _____</p>	
<p><b>2. Labor Cost to Locate:</b></p> <p>This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. <b>This fee is being charged because failure to do so will result in unreasonably high costs to the MIDDD that are excessive and beyond the normal or usual amount for those services compared to the MIDDD's usual FOIA requests, because of the nature of the request in this particular instance, specifically:</b> _____</p> <p>_____</p> <p>_____</p> <p>The MIDDD will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.</p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____  <u>OR</u>          Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u>          Multiply the hourly wage by the percentage multiplier: _____%          (up to 50% of the hourly wage) and add to the</p>	<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p>	<p>2. Labor Cost</p>	



hourly wage for a total per hour rate. Charge per increment: \$ \_\_\_\_\_ x \_\_\_\_\_ = \$ \_\_\_\_\_

Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

**3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):**

(Fill this out if using a MIDD employee. If contracted, use No. 3b instead).

The MIDD will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the MIDD that are excessive and beyond the normal or usual amount for those services compared to the MIDD's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This is the cost of labor of a MIDD employee, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of the MIDD's lowest-paid employee capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ \_\_\_\_\_ Charge per increment: \$ \_\_\_\_\_

OR

Hourly Wage with Fringe Benefit Cost: \$ \_\_\_\_\_ OR \_\_\_\_\_

Multiply the hourly wage by the percentage multiplier; \_\_\_\_\_% (*up to 50% of the hourly wage*) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ \_\_\_\_\_

Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

Number of increments x \_\_\_\_\_ = 3a. Labor Cost \$ \_\_\_\_\_

**3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):**

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

The MIDD will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to the MIDD that are excessive and beyond the normal or usual amount for those services compared to the MIDD's usual FOIA requests, because of the nature of the request in this particular instance, specifically: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

As this MIDD does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a contractor (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down to: \_\_\_\_\_ increments. Enter below:

hourly wage rate of \_\_\_\_\_ (currently \$8.15).

Name of contracted person or firm: \_\_\_\_\_

These costs will be estimated and charged in \_\_\_\_\_-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.

Hourly Cost Charged: \$ \_\_\_\_\_ Charge per increment: \$ \_\_\_\_\_

Number of increments  
x \_\_\_\_\_ = \$ \_\_\_\_\_

3b. Labor Cost  
\$ \_\_\_\_\_

**4. Copying / Duplication Cost:**

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- Circle applicable: Disc / Tape / Drive / Other Digital Medium Cost per Item: \_\_\_\_\_

The cost of paper copies must be calculated as a total cost per sheet of paper. The fee cannot exceed 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. A MIDD must utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:  
x \_\_\_\_\_ = \$ \_\_\_\_\_  
x \_\_\_\_\_ = \$ \_\_\_\_\_

Costs:  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

No. of Items:  
x \_\_\_\_\_ = \$ \_\_\_\_\_

4. Total Copy Cost  
\$ \_\_\_\_\_

**5. Mailing Cost:**

The MIDD will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- The MIDD may charge for the least expensive form of postal delivery confirmation.
- The MIDD cannot charge more for expedited shipping or insurance unless specifically requested by the requestor.\*

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp  
\$ \_\_\_\_\_ per pound  
\$ \_\_\_\_\_ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

\* Requestor has requested expedited shipping or insurance

Number of Envelopes or Packages:  
x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_  
x \_\_\_\_\_ = \$ \_\_\_\_\_  
x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

x \_\_\_\_\_ = \$ \_\_\_\_\_

Costs:  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
5. Total Mailing Cost  
\$ \_\_\_\_\_

**6a. Copying/Duplicating Cost for Records Already on MIDD's Website:**

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, the MIDD will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): \_\_\_\_\_ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): \_\_\_\_\_ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): \_\_\_\_\_ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- *Circle applicable:* Disc / Tape / Drive / Other Digital Medium Cost per Item: \_\_\_\_\_

Requestor has stipulated that some / all of the requested records that are already available on the MIDD's website be provided in a paper or non-paper physical digital medium.

<b>Number of Sheets:</b>	<b>Costs:</b>
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
<b>No. of Items:</b>	
x _____ =	\$ _____
	<b>6a. Web Copy Cost</b>
	\$ _____

**6b. Labor Cost for Copying/Duplicating Records Already on MIDD's Website:**

This shall not be more than the hourly wage of the MIDD's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in \_\_\_\_\_-minute time increments (*i.e.*: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____	Charge per increment: \$ _____
<b>OR</b>	<b>OR</b>
Hourly Wage with Fringe Benefit Cost: \$ _____	Charge per increment: \$ _____
Multiply the hourly wage by the percentage multiplier: _____%	
and add to the hourly wage for a total per hour rate.	
The MIDD may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.	

Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: \_\_\_\_\_, divide by \_\_\_\_\_-minute increments, and round down. Enter below:

<b>Number of increments</b>	<b>6b. Web Labor Cost</b>
x _____ =	\$ _____

**6c. Mailing Cost for Records Already on MIDD's Website:**

Actual Cost of Envelope or Packaging: \$ \_\_\_\_\_

Actual Cost of Postage: \$ \_\_\_\_\_ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ \_\_\_\_\_

\*Expedited Shipping or Insurance as Requested: \$ \_\_\_\_\_

\* Requestor has requested expedited shipping or insurance

<b>Number:</b>	<b>Costs:</b>
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
	<b>6c. Web Mailing Cost</b>
	\$ _____



<p><b>Subtotal Fees Before Waivers, Discounts or Deposits:</b></p> <div style="border: 1px solid black; width: 100%; height: 100%; margin-top: 10px;"></div>	<div style="border: 1px solid black; width: 100%; height: 100%; margin-top: 10px;"></div>	<p>1. Labor Cost for Copying: \$ _____</p> <p>2. Labor Cost to Locate: \$ _____</p> <p>3a. Labor Cost to Redact: \$ _____</p> <p>3b. Contract Labor Cost to Redact: \$ _____</p> <p>4. Copying/Duplication Cost: \$ _____</p> <p>5. Mailing Cost: \$ _____</p> <p>6a. Copying/Duplication of Records on Website: \$ _____</p> <p>6b. Labor Cost for Copying Records on Website: \$ _____</p> <p>6c. Mailing Costs for Records on Website: \$ _____</p> <p style="text-align: right;"><b>Subtotal Fees:</b> \$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
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<p><b>Waiver: Public Interest</b></p> <p>A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if the MIDDD determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p style="text-align: center;"> <input type="checkbox"/> All fees are waived    <u>OR</u>    <input type="checkbox"/> All fees are reduced by: _____ %     </p>	<p style="text-align: center;"><b>Subtotal Fees After Waiver:</b></p> <p style="text-align: center;">\$ _____</p>
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<p><b>Discount: Indigence</b></p> <p>A public record search <b>must</b> be made and a copy of a public record <b>must</b> be furnished <b>without charge for the first \$20.00 of the fee</b> for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, <b>OR</b></p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if <b>ANY</b> of the following apply:</p> <ul style="list-style-type: none"> <li>(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, <b>OR</b></li> <li>(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</li> </ul> <p style="text-align: center;"><input type="checkbox"/> Eligible for Indigence Discount</p>	<p style="text-align: center;"><b>Subtotal Fees After Discount (subtract \$20):</b></p> <p style="text-align: center;">\$ _____</p>
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<p><b>Discount: Nonprofit Organization</b></p> <p>A public record search <b>must</b> be made and a copy of a public record <b>must</b> be furnished <b>without charge for the first \$20.00 of the fee</b> for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets <b>ALL</b> of the following requirements:</p> <ul style="list-style-type: none"> <li>(i) Is made directly on behalf of the organization or its clients.</li> <li>(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</li> <li>(iii) Is accompanied by documentation of its designation by the state, if requested by the MIDDD.</li> </ul> <p style="text-align: center;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p style="text-align: center;"><b>Subtotal Fees After Discount (subtract \$20):</b></p> <p style="text-align: center;">\$ _____</p>
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<b>Deposit: Good Faith</b>	<b>Deposit</b>
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<p>The MIDD may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee.</p> <p style="text-align: right;">Percent of Deposit: _____%</p>	<p>Date Paid:</p> <p>_____</p>	<p>Amount Required:</p> <p>\$ _____</p>
<p><b>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full</b></p> <p>After a MIDD has granted and fulfilled a written request from an individual under this act, if the MIDD has not been paid in full the total amount of fees for the copies of public records that the MIDD made available to the individual as a result of that written request, the MIDD may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee.  (b) The public records made available contained the information being sought in the prior written request and are still in the MIDD's possession.  (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request.  (d) Ninety (90) days have passed since the MIDD notified the individual in writing that the public records were available for pickup or mailing.  (e) The individual is unable to show proof of prior payment to the MIDD.  (f) The MIDD calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>A MIDD can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to the MIDD, OR  (b) The MIDD is subsequently paid in full for the applicable prior written request, OR  (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to the MIDD.</p>	<p>Date Paid:</p> <p>_____</p>	<p>Percent Deposit Required:</p> <p>_____</p> <p>%</p> <p>Deposit Required:</p> <p>\$ _____</p>
<p><b>Late Response Labor Costs Reduction</b></p> <p>If the MIDD does not respond to a written request in a timely manner as required under MCL 15.235(2), the MIDD must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day the MIDD exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	<p>Number of Days Over Required Response Time:</p> <p>_____</p> <p>Multiply by 5%</p> <p>= Total Percent Reduction:</p> <p>_____</p>	<p>Total Labor Costs</p> <p>\$ _____</p> <p>Minus Reduction</p> <p>\$ _____</p> <p>= Reduced Total Labor Costs</p> <p>\$ _____</p>
<p>The Public Summary of the MIDD's FOIA Procedures and Guidelines is available free of charge from:  Website: _____ Email: _____  Phone: _____ Address: _____</p> <p style="text-align: center;"><b>Request Will Be Processed,  But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</b></p>	<p>Date Paid:</p> <p>_____</p>	<p>Total Balance Due:</p> <p>\$ _____</p>



**Candice S. Miller**

Public Works Commissioner  
Macomb County

May 5, 2017

MEMORANDUM

TO: Brian Baker, Chief Deputy

FROM: Evans Bantios, P.E., Engineer II -MCPW

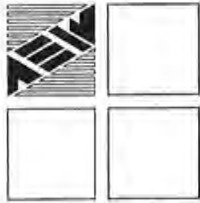
RE: 15 Mile Road Sinkhole Project  
Engineering Estimate for Additional Construction  
20' Shaft Extension to the East  
3700' Structural Replacement Sewer

This memorandum provides a summary of the request to increase construction cost for the 15 Mile Road Sinkhole Project. The Engineer developed two memorandums summarizing the findings of the condition of the PCI-12A sewer from the east end of the sinkhole to CS-3. These two memorandums were submitted under separate cover. These memorandums recommend that the shaft be increased 20 feet to the east and structural replacement (lining) of the concrete sewer with a 9'-2" Hobas liner from the east end of the sinkhole to CS-3.

The table below summarizes the cost increase for the project moving forward for the extension of the shaft and lining of the sewer. In addition, we expect a credit for the permanent access shaft since it will not be needed if we line the sewer between the sinkhole and CS-3 under this contract.

Construction Activities	Preliminary Engineer's Cost Estimate
20' Extension of Shaft	\$1,009,462
3700' of 9'-2" Hobas Liner	\$6,000,000
Credit for Permanent Access Shaft	\$800,000
<b>Total</b>	<b>\$6,209,462</b>

We request that the Macomb Interceptor Drain Drainage District Board authorize the increase in construction cost of \$6,209,462 as summarized in the table above.



## **ANDERSON, ECKSTEIN AND WESTRICK, INC.**

51301 Schoenherr Road, Shelby Township, Michigan 48315

Civil Engineers • Surveyors • Architects 586-726-1234

### **MEMORANDUM**

#### **Macomb Interceptor Drain Drainage District (MIDDD)**

#### **PCI-12A 15 Mile Road Interceptor Repair**

#### **Glass Fiber Reinforced Polymer Mortar Pipe (GFRPMP) Lining**

May 5, 2017

The purpose of this memorandum is to provide a summary of inspection, evaluations, and engineering recommendations regarding lining the PCI-12A interceptor between CS-3 and the recovery shaft at Eberlein Drive, based on the actual current condition of the PCI-12-A interceptor within that reach.

The collapse of the 11-foot diameter, 64-foot deep Romeo Arm Interceptor Sewer on December 24, 2016 has resulted in an extensive effort to bypass flows and construction of a Recovery Shaft for interceptor repairs. The competitive bidding process for construction of the Recovery Shaft has resulted in an award to Dan's Excavating, Inc. The construction of the Recovery Shaft is underway with the installation of the Temporary Earth Retention System (TERS) and other related operations.

#### **PCI-12A Condition Survey between the Recovery Shaft and CS-3**

After completion of the bypass pumping system April 10<sup>th</sup>, 2017, the interceptor cleaning and dewatering operation allowed for the recent investigation of the interceptor from the manhole at station 85+95 (east side of the collapse) to CS-3. Members from the Engineering group entered the interceptor April 21<sup>st</sup> and April 25<sup>th</sup>, 2017, followed by a CCTV of the interceptor from CS-3 to the collapse by Doetsch Environmental on April 27<sup>th</sup>, 2017.

The CCTV of the interceptor from CS-3 to the Manhole at Station 85+95 (within the limits of the recovery shaft) indicates numerous/continuous areas of concern throughout the approximate 3,700 feet of interceptor. The video and corresponding report indicate hydrogen sulfide (H<sub>2</sub>S) attack, section loss, weeping, dripping and gushing leaks, mineral deposits (indicating previous leaks), multiple pipe fractures, exposed aggregate and concrete spalling. Within the approximately 130 feet upstream of the manhole at Station 85+95, the tunnel liner is significantly cracked at the crown and the invert, and within the 23 feet upstream from this manhole, the lining is significantly distressed (large open and offset cracks, and liner deformation). This section should be considered as failed but has not yet collapsed. For this reason, a recommendation has been made to extend the recovery shaft wall an additional 20 feet east (upstream), which corresponds to a point approximately 29 feet upstream from the manhole. This recommendation is discussed in a separate "Shaft Extension" memorandum.

It should be noted that cleaning efforts are ongoing and that the invert of the interceptor between CS-3 and the manhole at Station 85+95 could not be evaluated due to the sludge and sanitary trash accumulated since the collapse. The Recovery Shaft Contract includes bid items for chemical grout to seal the leaks as well as cementitious grout to solidify potential loosened soil and potential void conditions. The chemical and cementitious grouting operations, although adequate for the immediate repair, will not prevent future leaks and the subsequent migration of soils into the interceptor.



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Soil boring logs indicate a silt/sand soil stratum at the interceptor elevation for the entire 3,700 foot length of the interceptor from the collapse to the CS-3 structure. The groundwater elevation is approximately 14 feet below grade thereby pressurizing and saturating the sand/silt soil layer. This condition, combined with the presence of any small breach in the tunnel lining (cracks as small as 0.01 inch, open or shifting construction joints, old core holes or as-built conditions, etc.), can result in loss of soil from outside the lining to the inside of the tunnel. As soil loss occurs, soil support outside the tunnel is compromised, and cracks or other features become further degraded. This condition can progress from relatively un-noticeable, to severe deterioration within a relatively short period. Because of the conditions recently observed between CS-3 and the manhole at station 85+95, including cracking, signs of past open joints, patched core holes, etc.; together with the presence of fine sand and silt outside the tunnel barrel; combined with the history of failure of this sewer; it is our opinion is that the reach of the interceptor between CS-3 and Station 85+95 is at an unacceptable risk for another failure.

In order to mitigate such unacceptable risk, we recommend lining the interceptor between CS-3 and the collapse, in such a manner as to substantially prevent the potential for soil migration into the sewer. Considering community impact, cost, schedule, and product quality, we recommend slip lining the interceptor with Glass Fiber Reinforced Polymer Mortar Pipe (GFRPMP) within the time frame of the current "Recovery Shaft" contract.

The engineering team has discussed several options for such lining and have agreed that such an effort can be bid separately and assigned to Dan's Excavating. As such the proposed work to be performed under a separate lining contract would require coordination with Dan's Excavating for the installation of approximately 3,700 lineal feet of 9'2" diameter HOBAS GFRPMP located between the Repair Shaft (at Eberlein Drive) and Control Structure 3 (west of Garfield) along 15 Mile Road. The Contractor chosen to perform this lining work would commence work under a schedule that would involve simultaneous work by Dan's and by the lining contractor, with the goal that both work efforts are completed by September 30, 2017.

The Recovery Shaft contract includes a permanent concrete structure that was designed to facilitate the installation of a liner at a later date. Elimination of this structure would allow for the installation of the liner through the TERS and approximately within the timeframe necessary to construct the permanent structure. The current schedule for the completion of the excavation and, therefore, the opportunity to begin installation of the GFRPMP liner is approximately August 1, 2017. The actual start and completion dates of the additional interceptor lining are dependent upon the progress of the recovery shaft work, however, the duration for lining the 3,700 feet is anticipated at approximately 25 days (not including final transitions between the lining and the host pipe, and final restoration).

### **Basis of Design and Cost Considerations**

The engineering team considered slip lining with either a 9'2" internal diameter (9'8" outside diameter) Glass Fiber Reinforced Polymer Mortar Pipe (GFRPMP), or a 10 foot internal diameter (10'6" outside diameter) GFRPMP. The primary advantage to the larger diameter is that it provides for increased sewer wet weather flow rates. In comparing the two liner diameters, several cost and feasibility factors need to be considered, including potential vertical clearance problems, length of liner pipe sections necessary, as well as lost storage volume. Schedule and cost savings related to lining concurrently within the ongoing recovery shaft schedule also require consideration.





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**Vertical Clearance Issues:** The 10' internal diameter GFRPMP provides only about 6 inches of vertical clearance between the outside of the new pipe and the inside of the existing 11 foot diameter cast in-place non-reinforced concrete interceptor, assuming the best case condition. This clearance would be less in areas that have deformed (pipe has "squatted"), or in areas that were previously lined (shotcrete liner), both of which are known to exist. The delivery system to lift and carry sections of GFRPMP typically elongates or ovals the liner, further limiting vertical clearance for a 10' internal diameter GFRPMP. In summary, we have concluded that lining with 10' GFRPMP would require a detailed internal survey of the pipe (further impacting schedule by 3 to 4 weeks) to determine if such a diameter is possible. Even if it were possible, significant risk of clearance problems would likely increase costs and further delay the completion of the lining work.

**Length of Pipe Sections:** If a survey determined that lining with 10' GFRPMP were possible from a vertical clearance perspective, it is very likely that because of relatively abrupt horizontal alignment changes (also known to exist), 10-foot pipe lengths would be required (rather than 20 foot lengths), to allow for advancing the pipe through such sections. This could be expected to further increase costs up to about 50% for the 10 foot diameter option. Further impediments to using 20 feet lengths of 10 foot internal diameter GFRPMP may exist such as: significant settling or out-of-roundness of the 11 foot diameter existing concrete pipe and/or dips and bends in the alignment. These impediments are likely to exist and would require the 10 foot diameter pipe to be installed in shorter lengths such that installation time would likely double. If the 10 foot diameter 20 feet long sections were required to be cut in half to allow for unencumbered installation, coupled with the doubled installation time, the cost would be expected to increase by approximately \$4 million. Because of these issues, we do not consider installation of 10 foot diameter GFRPMP to be feasible in 20 foot lengths. If 10 foot lengths of 10 foot diameter pipe were to be considered, as discussed above, a detailed internal survey of the pipe (further impacting schedule by 3 to 4 weeks) would be necessary to confirm the feasibility.

A 9'2" internal diameter liner is not likely to have these impediments due to the additional vertical and horizontal clearance provided by the smaller pipe liner. Assuming no significant impediments, the cost for the slip lining using 9'2" diameter 20 feet long sections of GFRPMP is approximately \$6 million.

**Lost Storage Volume:** Slip lining the 11 feet diameter MIDD intercepter with GFRPMP between the collapse and CS-3 has future implications from loss of storage volume and capacity. Storage volume in the Interceptor is valuable to the MIDD communities as it attenuates the excess wet weather flow rates particularly from the older community connections. The use of the in-system storage in the Interceptor system factors into the community capacity allocations and the ability of the MIDD to allow future growth. One way to examine the value of the lost capacity and storage is to consider the present worth cost to construct an equivalent volume of sewage storage. The present worth of the lost storage volume is estimated to be \$13 per gallon, based on several recent sewage storage projects. On the basis of a volume difference between a 10 feet diameter liner (considered the maximum theoretical lined diameter) and a 9'2" diameter lining (total volume difference of about 350,000 gallons), the theoretical value of the lost storage is about \$4.5 million.

**Schedule Considerations:** There are significant cost savings for the rehabilitation of the 11 foot diameter MIDD intercepter with GFRPMP within the current Recovery Shaft contract schedule. As previously indicated, the Recovery Shaft contract includes a concrete structure designed to facilitate the installation of liner at a later date. Installation of liner within the current contract would eliminate the cost for the permanent structure, providing an approximate \$800,000 savings. The presence of the existing long term bypass pumping operation constructed during the Emergency Contract allows for installing a liner in the dry



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conditions, which is significantly more efficient than installation in an active sewer (such as for OMIDDD Contract 4). We estimate that the cost for lining in dry conditions is likely greater than a 50% cost savings above lining (at a later date) in wet conditions (without bypass pumping).

### **Cost Considerations**

The present worth values can be used to assess the feasibility and compare the relative costs of the two liner diameters under consideration. The present worth of the storage lost at \$13 per gallon using a 9'2" liner versus a 10 foot diameter GFRPMP liner is approximately \$4.5 million.

#### **Construction of GFRPMP Liner within the current Recovery Shaft schedule**

Installation of ten foot lengths of 10' diameter liner equate to an approximate cost of \$10 million.  
(Schedule impact due to increased installation time prohibits using this option)

Installation of twenty foot lengths of 10' diameter liner equate to an approximate cost of \$6.5 million.  
(Fitment and lack of in tunnel survey pushes schedule and prohibits using this option)

Installation of twenty foot lengths of 9'2" diameter liner equate to an approximate cost of \$6 million.  
(Constructability and schedule support this option)

The manufacturer of GFRPMP has confirmed pricing from a previous 2013 competitively bid project at an approximate \$370,000 savings.

Elimination of the permanent concrete structure presents a cost savings of approximately \$800,000.

Utilization of the existing Long Term Bypass Pumping (LTBP) established under the Emergency Contract at an approximate construction cost of \$10.8 million allows for the installation of liner in a dry condition.

#### **Construction of GFRPMP Liner at a later date**

The expansion of the Temporary Earth Retention System (TERS) 20' east is identified under a separate "Shaft Extension" memo and does not extend to include the entire reach of compromised interceptor sewer. The interceptor is compromised with fractures to approximately 130 feet east of the manhole at station 85+95. Termination of the dewatering effort would reestablish the ground water table, saturating the sand silt soils surrounding the interceptor and subsequently promote the migration of soils into the interceptor. Without lining it is our opinion that this reach of the interceptor is at an unacceptable risk for another failure. The lining of only this 130' long reach would eliminate lining of the remaining reach of the interceptor between CS-3 and station 85+95 without the construction of a future access shaft at a prohibitive cost.

The cost to reestablish the LTBP is prohibitive therefore the option to construct in wet conditions is considered here. Installation in wet conditions would entail using the Clintondale Pump Station and CS-3 as well as downstream structures to control flows in the MIDDD. The work time to install pipe downstream of the gates is dictated by the amount of flow but is anticipated on average at approximately 9 hours. This limited work time drastically increases the installation time and subsequently, as previously stated, the cost by more than 50%. On this basis, the cost to install twenty foot lengths of 9'2" diameter liner in a wet condition is approximately \$10 million.



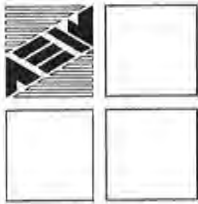
5/5/2017

### **Conclusion and Recommendation**

In order to mitigate the unacceptable risk of future interceptor collapse coupled with the current cost advantages, we recommend slip lining the interceptor between CS-3 and the collapse with 9'2" inside diameter Glass Fiber Reinforced Polymer Mortar Pipe (GFRPMP) within the approximate time frame of the current "Recovery Shaft" contract.

The following is a tentative history/course of action for the lining contract work:

- 1) Engineer initiates discussions with HOBAS Pipe USA negotiating the confirmation of pricing from a previous 2013 competitively bid project. HOBAS has agreed and provided a letter dated March 29, 2017 confirming the unit price cost per foot of GFRPMP liner.
- 2) The Engineer briefs the Owner on the time constraints and cost savings to perform the lining work within the current Repair Shaft contract schedule. The Owner authorizes the Engineering consulting group to begin the preparation of contract documents for the lining on Thursday March 30, 2017.
- 3) Consulting group meetings to coordinate the preparation and progress of the contract documents take place on April 4, 12, and 19, 2017.
- 4) The Advertisement for the "Request for Qualifications and Statement of Interest" to perform the work was issued Monday April 17, 2017 with responses due back to the Engineer on Friday April 28, 2017.
- 5) The Engineering group confirms a recommendation for the lining April 24 through 28, 2017 following a CCTV video record and manned entry into the interceptor.
- 6) The Engineering group is to submit a comprehensive report of the interceptor condition between CS-3 and the collapsed area to the Owner by May 5, 2017.
- 7) The Engineer will present the interceptor investigation findings at the May 8, 2017 MIDD Board meeting. If approval is granted for the lining, the Owner will purchase 3,700 lineal feet of 9'-2" diameter HOBAS GFRPMP in early May, 2017 to mitigate the 100 day liner procurement and delivery constraints.
- 8) The Owner will authorize the Engineer to solicit Contractors in a competitively bid process. It is anticipated the bidding process will be complete with a recommendation by late June 2017.
- 9) The opportunity to install the GFRPMP liner within the current Repair Shaft contract schedule is approximately August 1, 2017 through approximately September 1, 2017. The actual start and completion dates of the additional interceptor lining will be dependent upon the progress of the recovery shaft work. Substantial completion of the Recovery Shaft work is scheduled for September 30, 2017.



**ANDERSON, ECKSTEIN AND WESTRICK, INC.**  
51301 Schoenherr Road, Shelby Township, Michigan 48315  
Civil Engineers • Surveyors • Architects 586-726-1234

## **MEMORANDUM**

### **Macomb Interceptor Drain Drainage District (MIDDD) PCI-12A 15 Mile Road Interceptor Repair – Recovery Shaft Expansion**

May 4, 2017

The purpose of this memorandum is to provide a summary of the inspection, evaluation, and engineering recommendation regarding the eastern limits of the proposed temporary earth retention system, as necessary to minimize risk related to the actual current condition of the PCI-12-A interceptor on the east end of the proposed recovery shaft.

#### **History**

The collapse of the 11-foot diameter, 64-foot deep Romeo Arm Interceptor Sewer on December 24, 2016 has resulted in an intensive effort to bypass flows and initiate the construction of a Recovery Shaft for interceptor repairs. The competitive bidding process for construction of the Recovery Shaft has resulted in an award to Dan's Excavating, Inc. The construction of the Recovery Shaft is underway with the installation of the Temporary Earth Retention System (TERS) and other related operations.

In the bid documents for the Recovery Shaft, the extent of the TERS was set to extend from the manhole at station 83+27 (west end of the collapse) to approximately 9 feet upstream of the manhole at station 85+95 (east end of the collapse). This planned eastern limit of the TERS was intended to be just beyond the estimated eastern extent of significant damage to the PCI-12A interceptor related to the downstream sewer collapse, based on the available information at that time. We were unable to access the upstream end of the sewer at the time Contract Documents were developed. The sewer was filled with sand, debris and sewer flow. The Contract Document contain provisions for early inspection of the inside of the sewer, to confirm the extent of the damage, and confirm the eastern limit of the recovery shaft. This internal inspection was delayed as a result of delays to the bypass pumping system.

#### **Temporary Earth Retention System (TERS) - Proposed Extension**

After completion of the bypass pumping system, the interceptor cleaning and dewatering operation provided access for the investigation of the interceptor originating from the manhole at station 85+95 upstream east of the collapse. Members from the Engineering group entered the interceptor on April 21<sup>st</sup> and April 25<sup>th</sup>, 2017 followed by CCTV by Doetsch Environmental of the interceptor from CS-3 to the collapse on April 27, 2017.

The investigations revealed that the interceptor is compromised beyond the easterly limits of the currently proposed TERS, as shown in the contract documents. Structural defects such as longitudinal crown and spring line cracks, coupled with diagonal cracking near the existing manhole are of significant concern relative to the construction of the east wall of the TERS. Even with the installation of temporary interior steel rib sets in the compromised interceptor, drilling and setting piers at the current planned location will result in increased risk of additional liner deformation, further cracking, and potential for difficult repairs of the remaining interceptor. Based on review by the engineering team, extension of the TERS shaft approximately 20 feet to the east is now considered necessary to



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reduce such risk. It should be noted that if the interceptor condition information had been available at the time of design, the Engineering group would have designed the shaft to include this additional compromised interceptor zone.

**Estimated Cost and Schedule**

There are cost and schedule considerations for extending the shaft 20 feet to the east. The Engineer has contacted the steel supplier and confirmed the availability of the additional W21x182 x 70' long steel beams for the piers, and confirmed the steel for the walers and struts is also readily available. The drilling subcontractor's production rate has been approximately 6-8 piers per day resulting in an estimated 2 to 3 day schedule increase for the installation of the recommended 16 additional piers. Schedule will increase as a result of the additional excavation, internal bracing, additional 20 feet of pipe and backfill this additional portion of the shaft. The extension of the limit of the recovery shaft to the east impacts two dewatering wells and several surface monitoring points which can be modified or relocated, if necessary. The impact to the schedule is anticipated to be 2 weeks.

The additional cost to the Recovery Shaft Contract estimated by the Engineer for the extension of the TERS is approximately 1 million dollars. Dan's Excavating was consulted in preparing cost and schedule impacts. A breakdown of the estimated cost is shown in the table below. It is anticipated that performing concurrent upcoming activities and/or extending work hours on certain activities will allow for the recovery of schedule. This estimate does not include the cost for future extension of construction hours needed to meet the original construction deadline. These costs will be evaluated as construction activities progress.

Preliminary Engineers Cost Estimate					
4	Pavement Removal	270	Sy	\$ 8.00	\$ 2,160.00
5	Primary Piers, 36 Inch	8	Ea	\$ 20,000.00	\$ 160,000.00
6	Secondary Piers, 36 Inch	8	Ea	\$ 18,000.00	\$ 144,000.00
37	H-Pile W21 x 182 Steel	6	Ea	\$ 7,110.79	\$ 42,664.74
8A	_Structural Steel, W24 x 162 (Struts, Whalers, Misc.)	1	LS	\$ 117,000.00	\$ 117,000.00
9A	_Structural Steel, W24 x 279 (Struts, Whalers, Misc.)	1	LS	\$ 52,500.00	\$ 52,500.00
12A	_Excavation, Precut	1	LS	\$ 86,250.00	\$ 86,250.00
13A	_Excavation, Recovery Shaft	1	LS	\$ 165,000.00	\$ 165,000.00
14	Non-Hazardous Contaminated Excavation	173	Cyd	\$ 40.00	\$ 6,900.00
16	_Base Slab	23.3	Cyd	\$ 650.00	\$ 15,112.50
17	_Subgrade, Undercut	75	Cyd	\$ 80.00	\$ 6,000.00
18	_Glass Fiber Reinforced Polymer Mortar Pipe (GFRMP), 10.0 ft. Dia.	20	Ft	\$ 3,000.00	\$ 60,000.00
19	_Backfill, Special	320	Cyd	\$ 300.00	\$ 96,000.00
20A	_Backfill, Class II, CIP	1	LS	\$ 54,000.00	\$ 54,000.00
24A	_Recovery Shaft Dewatering	1	LS	\$ 1,875.00	\$ 1,875.00
				Estimated Total	\$ 1,009,462.24



5/4/2017

### Recommendation

The interceptor sewer has failed east of the manhole at station 85+95 but has not collapsed. The Engineering Team recommends the extension of the TERS shaft 20 feet to the east in order to provide a more stable condition, minimizing risk during construction.



**11 foot dia. interceptor crown fractures looking downstream toward the manhole at station 85+95**



5/4/2017



**11 foot dia. interceptor invert fractures looking downstream toward the manhole at station 85+95**

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance	
Macomb Interceptor Drain Administration	Chapter 20							
	Chesterfield - 7.1%							
	Clinton - 21.6%							
	Fraser - 4.3%							
	Harrison - 5.8%							
	Lenox - .7%							
	Macomb - 13.6%							
	New Haven - .9%							
	Shelby - 9.8%							
	Sterling Heights - 31.6%							
	Utica - 1.9%							
	Washington - 2.7%							
			Baker	Aloia & Associates, Inc.	\$ 931.00	Invoice #15904 - 4/1/17 Legal Services - ending 3/31/17	Angelo Infrate License-to-Use - M-59 Parcel	
			Astorino	8 1/2 Mile Relief Drain	\$ 1,051.18	Invoice #018-17 - 2/25/17 - 3/24/17 O&M Reimbursement - Labor	8 1/2 Mile Relief staff working on MID work 1 hour/per day	
			Astorino	8 1/2 Mile Relief Drain	\$ 1,010.75	Invoice #024-17 - 3/25/17 - 4/21/17 Labor O&M Reimbursement.	8 1/2 Mile Relief staff working on MIDD work	
			Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 663.00	Invoice #566124 Engineering Services - ending 3/24/17	As-needed services	
			Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 3,710.10	Invoice #366142 Engineering Services - ending 3/24/17	GLWA Assistance	
			Baker	Foster Swift	\$ 6,260.00	Invoice #713286 - ending 3/31/17	UHY Engagement - Audit of Legal Fees	
			Baker	FTI Consulting	\$ 2,000.00	Invoice #7442643 - ending 3/31/17	On-line hosting fees - MID vs. Inland	
		SAW Grant 1130-01 (seek extension)	Astorino	Giffels Webster	\$ 23,585.00	Invoice #113362 Engineering Services - 1/1/17 - 2/25/17	Maintenance/Computerized Asset Management - MID System - Interceptors & Metering Structures	\$ 918,656.40
	SAW Grant 1128-01	Astorino	Giffels Webster	\$ 41,357.88	Invoice #113390 Engineering Services - ending 2/25/17	Inspection Program & Grant Management MID Sewer Inspection Work	\$ 2,378,150.62	
		Astorino	Giffels Webster	\$ 19,835.50	Invoice #113544 - 4/6/17 Engineering Services - ending 3/25/17	Inspection Program & Grant Management MID Sewer Inspection Work	\$ 2,358,315.12	
		Astorino	Giffels Webster	\$ 18,496.00	Invoice #113549 - 4/7/17 Engineering Services - 2/26/17 - 3/25/17	Maintenance/Computerized Asset Management MID System - Interceptors/Metering Structures		
		Astorino	METCO Services, Inc.	\$ 84,104.00	Invoice #1411-6B - 4/17/17 Engineering Services - 10/1/16 - 3/31/17	Project Management/NexGen		
		Baker	Michael A. Rataj	\$ 5,000.00	Legal Fees - 6/15/14 - 11/19/15	MIDDD vs. Inland Waters (okay to pay per Aloia)		
		Astorino	Sprint	\$ 1,101.35	Invoice #578736375-0666 - 2/24/17 - 3/23/17	Monthly Cell Phone Charges		
		Baker	Viviano Law	\$ 2,489.00	Invoice #18761 - ending 3/31/17	Inland Waters Litigation - 2004 Sinkhole		



Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Clintondale P.S.		Astorino	Cummins Bridgeway	\$ 6,899.82	Invoice #006-38441 - 4/11/17	Replace battery charger and batteries that control generator switchgear, replace PLC CPU back-up batteries	
		Astorino	DTE Energy	\$ 21,633.47	Monthly Electrical - 3/2/17 - 4/3/17		
		Astorino	Motor City Electric Technologies, Inc.	\$ 1,448.75	Replace blown fuses on Control Power Transformers, issues caused by power outage		
15 Mile Sinkhole		Astorino	Linda Anstess and Jeffery Grayson	\$ 1,109.60	34900 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Todd Falkner and Alba D'Agostini	\$ 3,513.27	34840 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Fraser Senior Housing (City of Fraser)	\$ 635.00	Invoice #7323-2017	Lease payment for George & Lillian Raimondi May 2017	
		Astorino	Lisa Gattler and Marilyn Merila	\$ 3,740.97	34801 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Ruth Gortschling	\$ 2,927.00	34921 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Marvin and Karen Harris	\$ 6,858.64	34781 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Robert and Denise Hirschmann	\$ 5,346.50	34881 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Ted and Rebecca Leszkiewicz	\$ 5,491.00	34841 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Steve and Daulens Loewen	\$ 6,515.74	34941 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Astorino	Omar Malik	\$ 1,950.00	Invoice #7278-2017	Lease payment for Salam Tobiya and Tammetrice Smith - May 2017	
		Astorino	Nostalgia Appraisal Services	\$ 1,500.00	Invoice #17-206 - 4/6/17 - Retainer	Appraisal for Albu's personal possessions	
		Astorino	Jerome and Michelle Sullivan	\$ 3,655.75	34820 Eberlein, Fraser, MI 48026	Reimbursement and Release Agreement	
		Baker	Aloia & Associates, Inc.	\$ 23,630.75	Invoice #15912 - 4/1/17 Legal Services - ending 3/31/17		
		Stockel	DTE Energy	\$ 30,057.00	Temporary power-drop 16614 15 Mile Road, Clinton Township	New pump - electrical drop (Mersino may pay)	
		Astorino	8 1/2 Mile Relief Drain	\$ 2,409.84	Invoice #001-17 - 12/30/16 - 1/27/17 O&M Reimbursement - Labor	8 1/2 Mile Relief staff working on sinkhole	
		Astorino	8 1/2 Mile Relief Drain	\$ 2,954.00	Invoice #014-17 - 1/28/16 - 2/24/17 O&M Reimbursement - Labor	8 1/2 Mile Relief staff working on sinkhole	
		Astorino	8 1/2 Mile Relief Drain	\$ 4,645.82	Invoice #019-17 - 2/23/17 - 3/24/17 O&M Reimbursement - Labor	8 1/2 Mile Relief staff working on sinkhole	
		Astorino	8 1/2 Mile Relief Drain	\$ 1,804.26	Invoice #025-17 - 3/25/17 - 4/21/17 Labor O&M Reimbursement	8 1/2 Mile Relief staff working on sinkhole	
		Baker	Foster Swift	\$ 16,750.96	Invoice #713284 - 4/14/17	Apportionment & SAD Roll	
		Astorino	Giffels Webster	\$ 48,059.90	Invoice #113546 - 4/6/17 Engineering Services - ending 3/25/17	15 Mile Odor Control - Studies/Due Diligence	
		Stockel	Goike Excavating	\$ 3,500.00	Invoice #1710 - 4/4/17	Debris removal - Bousson Drain to be used as overflow to the sinkhole	
		Astorino	Hubbell, Roth & Clark, Inc.	\$ 9,743.53	Invoice #0151027 - ending 3/25/17	Funding Assistance, Study Plan Review - SRF Phase 2	

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
1.5 Mile Sinkhole (continued)		Astorino	Hubbell, Roth & Clark, Inc.	\$ 10,392.03	Invoice #0151317 - 4/21/17 Engineering Services - ending 4/8/17	MID Repair Project Funding Assistance Study Plan Review - SRF Phase II	
		Astorino	Meadowbrook Insurance Group	\$ 46,626.22	Invoice #128496 - 3/31/17	Pollution Liability Insurance	
		Astorino	Michigan CAT	\$ 21,205.00	Invoice #ER7553366 - 3/27/17	Generator Rental - 2/6/17 - 3/4/17	
		Astorino	Michigan CAT	\$ 19,850.00	Invoice #ER7553383 - 3/27/17	Generator Rental - 3/6/17 - 3/23/17	
		Forlani	Minute Men Staffing Services	\$ 731.24	Invoice #47784 - 4/16/17	Staffing for sinkhole - Harrington Drain Cleanout	
		Forlani	Minute Men Staffing Services	\$ 945.26	Invoice #47894 - 4/23/17	Staffing for sinkhole - Harrington Drain Cleanout	
		Astorino	Motor City Electric Technologies	\$ 72,570.06	Invoice #90852 - 3/31/17	CT-S-1 Drop/Manhole level; Garfield Road bores; reconfigure CT-S-1 sensor; Digi cell modem activations; temporary level monitoring stations, install transducer, changed FR-S-2 WiFi settings; add temporary metering site for 1.5 Mile and Hayes; install solar charging gear, historian for backup temporary meter data; assemble charging harness; set up mobile SCADA viewing station; corrected missing communications alarms; testing and debugging system; meeting regarding by-pass pumping, system and elevation calibration; Mt. Clemens diversion site, temporary monitoring panels; review security posture; activate/configure Sonicwall firewall;	
		Astorino	Motor City Electric Technologies	\$ 890.00	Invoice #90899 - 3/22/17	Set up sinkhole Command PC with access to Chapaton firewall; configured/tested Mersino accounts for continuous monitoring	
		Slanec	Oceanview Excavation	\$ 1,250.00	Invoice #463 - 4/16/17	Remove blockages from Harrington Drain	
		Slanec	Oceanview Excavation	\$ 6,851.75	Invoice #464 - 4/16/17	Harrington Drain cleanout	
		Astorino	PureAir Filtration	\$ 65,500.00	Invoice #2017-107 - 4/1/17	Air filtration for sinkhole project - 1 time	
		Baker	Viviano Law	\$ 19,754.31	Invoice #18760 - ending 3/31/17	2016 Sinkhole	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 450,306.19	Invoice #0113772 - 4/21/17	Sinkhole repair	
		Bantios	Anderson, Eckstein & Westrick, Inc.	\$ 283,109.59	Engineering Services - 3/6/17 - 4/2/17 Invoice #0113774 - 4/21/17	Recovery Shaft	
		Stockel	Dan's Excavating	\$ 3,953,475.75	Engineering Services - 3/6/17 - 4/2/17	Recovery Shaft	
		Bantios	Ric-Man Construction	\$ 8,500,000.00		Partial Payment	Paid \$14.2 M out of \$17.75 M billed

Funding Source	Apportionment	Manager	Vendor	Amount	Invoice Detail	Project Summary	Project Balance
Macomb Element & Sterling Heights Arm Interceptor	SRF 5624-01	Astorino	Giffels Webster	\$ 12,406.25	Invoice #113543 - 4/6/17 Engineering Services - ending 3/25/17	Survey & Geotechnical Analysis; Construction Administration/Inspection, Post Rehab Review/Reports, As-builts, Project Administration	\$ 25,096.22
Lenox/26 Mile Road Meters	SRF 5487-01	Baker	Viviano Law	\$ 4,927.80	Invoice #18762 - ending 3/31/17	Ric-Mán Lawsuit	
		Astorino	Lakeshore Global Corporation	\$ 633,709.17	Construction Estimate #30 12/5/16 - 1/31/17	Meter Rehab/Repair Expected completion - May	\$ 562,275.45
		Astorino	Martin Control Services	\$ 2,300.00	Invoice #10033 - 4/10/17	Continuing maintenance on meters As-needed repair	
		Astorino	Martin Control Services	\$ 16,350.00	Application #5 - 4/14/17	MID Meter Maintenance	
NGI		Astorino	DE-CAL, Inc.	\$ 19,410.00	Invoice #WO17000843 - 3/9/17 - 3/31/17	Cleaning/Maintenance on Air Relief Valves	
	SAW Grant 1406-01	Astorino	METCO Services, Inc.	\$ 11,892.00	Invoice #1411-3D - 4/17/17 Engineering Services - 10/1/16 - 3/31/17	Project Management/NexGen	
OMID		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 2,391.20	Invoice #366134 Engineering Services - ending 3/24/17	OMID Allocation meetings	
		Astorino	Oakland County	\$ 4,115,595.25	Invoice #SDS0004999 - 4/3/17	Sewerage Disposal Charges - March 2017	
		Baker	Viviano Law	\$ 551.00	Invoice #18763 - ending 3/31/17	OMID/DDD Litigation	
SCADA		Astorino	Motor City Electric Technologies, Inc.	\$ 1,359.00	Invoice #90900 - 3/10/17	Revert generator exercise routine to original state; WIN-911 verifications; Comcast down; Sonicwall down	
			<b>Total</b>	<b>\$ 18,701,366.40</b>			

Income Statement  
MIDDD  
As of April 30, 2017

	30-Jun-16 Total Fund	7-1-16 to 4-30-17 O&M*
Revenues		53,977,787.31
Expenditures		51,798,864.63
Equity	7,683,997.38	

**NOTES**

Projected reserve at 6/30/2017 is

\* Includes following Projects:

Dec 2016 Sinkhole

8,600,000.00

Request #1 from temp loan from county

Revenue	7,766,152.91
Expenditures	22,667,097.83
Net	<u>(14,900,944.92)</u>

4 SAW Grants

Revenue	637,108.57
Expenditures	724,465.37
Net	<u>(87,356.80)</u>

Sewage Metering(SRF 5487-01)

Revenue	562,241.12
Expenditures	1,160,748.90
Net	<u>(598,507.78)</u>

Corrosion Control(Project on Hold)

Revenue	
Expenditures	120,023.54
Net	<u>(120,023.54)</u>