GRANT APPLICATION
Stormwater, Asset Management, and Wastewater

Alliance of Downriver Watersheds (ADW)
21312 Telegraph Road
Brownstown, MI 48183

November 25, 2013.
SAW GRANT APPLICATION

Rick Snyder, Governor

Michigan Department of Environmental Quality (DEQ)

Dan Wyant, Director
http://www.michigan.gov/deq

Michigan Department of Treasury
Michigan Finance Authority (Authority)

Andy Dillon, State Treasurer
http://www.michigan.gov/treasury

Administered by:

Department of Environmental Quality
Office of Drinking Water and Municipal Assistance
Revolving Loan Section
Sonya T. Butler, Chief

Department of Treasury
Michigan Finance Authority
Joseph Fielek, Executive Director

Mailing Addresses:

PO Box 30241
Lansing, Michigan 48909
517-284-5433

PO Box 15128
Lansing, Michigan 48901
517-335-0994

Delivery Addresses:

Constitution Hall
4th Floor South
525 West Allegan Street
Lansing, Michigan 48933

Richard H. Austin Building
1st Floor
430 West Allegan Street
Lansing, Michigan 48922

Completion of this application is mandatory for the applicant to be considered for SAW Grant Program assistance.

Printed under the authority of Parts 52 and 53, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.
SAW Grant Application
Instructions

**Project information:** This portion of the grant application needs to be completed and returned with one or more of the grant activities noted in the appendices below.

**Authorizing Resolution:** The resolution must be signed and dated. Submit the resolution with the project information noted above.

**Sample Grant Agreement:** A sample of the grant agreement must accompany the resolution.

**Appendices:** Provide complete information as noted in the Appendix that corresponds to the proposed project. Each Appendix contains guidance on eligibility and general information related to the grant activity.

- Appendix A: Wastewater Planning, Design and User Charge Activities
- Appendix B: Planning and/or Design of Stormwater and/or Nonpoint Source of Water Pollution
- Appendix C: Asset Management Plan for Stormwater and Wastewater
- Appendix D: Stormwater Management Plan
- Appendix E: SAW Innovative Wastewater and Stormwater Technology
- Appendix F: Disadvantaged Community Status Determination Worksheet

Appendix C and Appendix E will require a separate certification within 3 years of the grant award confirming that grant activities have been completed. The certification forms can be found at: [www.michigan.gov/cleanwaterrevolvingfund](http://www.michigan.gov/cleanwaterrevolvingfund) (select Forms and Guidance).

A hard copy of the grant application must be submitted to the DEQ. Grant applications may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based on the date an application is administratively complete, until available SAW funding had been exhausted.
PROJECT INFORMATION

Project Name and County  Alliance of Downriver Watersheds, Wayne

A.  Legal Name of Applicant  Alliance of Downriver Watersheds

The legal name of the applicant may be different from the name of the project. For example, a county may be the legal applicant, while the project may be named for the particular village or township it will serve.

If applicant is not a City/County/Township/Village, provide Authorizing Statute to qualify as a municipality. Act 517 of 2004 - See bylaws in Attachment 2.

B.  Mailing Address of Applicant

Street, P.O. Box  21312 Telegraph Road
City, State & Zip  Brownstown, MI  48183

County(s) project is located in  Wayne

734-675-4000
(Area Code and Telephone Number)

C.  Designated Contacts for this Project

1.  Authorized Representative (Name below must match the person named in the resolution)

Name  Mark Gahry
Title  Chair of Alliance of Downriver Watersheds (ADW)
Street, P.O. Box  21312 Telegraph Road
City, State & Zip  Brownstown, MI  48183

734-675-4000  markg@brownstown-mi.org
(Area Code and Telephone Number) (E-mail Address)

2.  Applicant’s Financial Advisor

Name  Not applicable
Firm

Street, P.O. Box
City, State & Zip
(Area Code and Telephone Number) (E-mail Address)

3.  Applicant’s Consulting Engineer (if applicable)

Name  Vicki Putala, PE
Firm  OHM Advisors
Street, P.O. Box  34000 Plymouth Road
City, State & Zip  Livonia, MI  48150

734-522-6711  vicki.putala@ohm-advisors.com
(Area Code and Telephone Number) (E-mail Address)

October 21, 2013
4. Primary Contact (if different than authorized representative)

Name ___________________________________________ Title __________________________

(Area Code and Telephone Number) (E-mail Address)

D. Disclosure of Conditions Requiring Repayment of Grant

The intent of the SAW Grant Program is to accelerate the statewide use of asset management planning practices as well as improve water quality. It is expected that SAW grant wastewater or stormwater recipients will implement the necessary construction for which grant funding was provided for any planning, design, and/or user charge grants. SAW grant recipients for wastewater system asset management plans are required to make significant progress (as defined in Appendix C) on the funding structure. Stormwater Asset Management Plan (AMP) recipients are required to implement the plan (as defined in Appendix C). Stormwater management grant recipients must develop a stormwater management plan. An innovative technology grant recipient must proceed with the project if testing and demonstration show that the water quality issue may be successfully and feasibly addressed with full scale implementation. Consistent with this intent and provisions of Part 52 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended:

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

E. Project Need and Proposed Scope of Work

In order to improve water quality, the applicant can seek SAW Grant Program assistance to cover the costs of: 1) planning, design, and/or user charge of a wastewater or stormwater system; 2) asset management for a wastewater and/or stormwater system; 3) a stormwater management plan; and 4) innovative wastewater and stormwater technologies. Details for establishing project need for each of these categories can be found in the appendices.

Describe the specific activities you will fund with SAW grant assistance. Describe the system deficiencies and/or water quality problems you want to evaluate/address: (Attach additional pages as necessary.)

Please see Attachment 1.

F. Ownership of System Facilities or Assets

Is the legal entity that owns the system facilities or assets described in the proposed scope of work the same as the legal name of the applicant (see Item A)? □ YES ☑ NO
If NO, has the applicant obtained the necessary legal documentation delegating the applicant as an agent of the owner who has the authority for implementing the activities associated with the proposed scope of work at the direction of the owner? (Certification of this legal relationship must be provided prior to the applicant receiving SAW grant assistance. The applicant must have the authority to establish a rate structure necessary to demonstrate significant progress with implementing a wastewater asset management plan if applicable. Note that a rate structure is not required for a stormwater asset management grant.) ☑ YES ☐ NO

G. Funding Source for Associated Construction (if applicable)

If the proposed scope of work for SAW grant assistance will result in subsequent construction, then identify the anticipated funding source(s) for the construction.

☐ SAW ☐ SRF ☐ SWQIF ☐ Rural Development ☐ Other (explain) ________________

The applicant intends to seek SAW, SRF, and/or SWQIF loan(s) to construct the proposed project in fiscal year _____ (an October 1st to September 30th fiscal year).

If construction financing is anticipated to come from a source other than SAW, SRF and/or SWQIF, identify the proposed construction year(s): ________.

H. SAW Grant Agreement Period

Start date of grant-funded tasks: January 2, 2013 (month/year). May include services rendered on or after January 2, 2013, the effective date of the SAW program legislation.

Estimated date for completion of all grant-funded tasks: April 2017 (month/year). Must be completed within 3 years of executed grant.

I. Does this project have an associated SRF/SWQIF loan or S2 grant(s)? If so, indicate the project number(s) below:

S2 Grant Project # _______ SRF Loan Project # _______ SWQIF Loan Project # _______

J. Is the applicant in receivership? ☑ YES ☐ NO

Is the applicant operating under an emergency manager or an emergency financial manager appointed under state law? ☐ YES ☑ NO

Is the applicant operating under a consent agreement as provided under the local government fiscal responsibility act, 1990 PA 72, MCL 141.1201 to 141.1291? ☐ YES ☑ NO

If a disadvantaged community status determination is being requested, then complete and submit the worksheet in Appendix F. Communities considered disadvantaged by the DEQ can be awarded up to $500,000 in grant funds to construct projects identified in an asset management plan.

See attached bylaws in Attachment 2.
K. Project Cost Worksheet

Read the instructions below before completing the Project Cost Worksheet.

<table>
<thead>
<tr>
<th>Grant Budget Item</th>
<th>Incurred Project Costs A</th>
<th>Estimated Project Costs B</th>
<th>Cost Supporting Documents Attached?</th>
<th>Total Project Costs A+B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Planning Costs</td>
<td></td>
<td></td>
<td>☐ YES</td>
<td>0</td>
</tr>
<tr>
<td>2. Design Engineering Costs</td>
<td></td>
<td></td>
<td>☐ YES</td>
<td>0</td>
</tr>
<tr>
<td>3. User Charge System Development Costs</td>
<td></td>
<td></td>
<td>☐ YES</td>
<td>0</td>
</tr>
<tr>
<td>4. Wastewater Asset Management Plan Costs</td>
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<td></td>
<td>☐ YES</td>
<td>0</td>
</tr>
<tr>
<td>5. Stormwater Asset Management Plan Costs</td>
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<td>6. Stormwater Management Plan Costs</td>
<td></td>
<td>$1,111,000</td>
<td>☐ YES</td>
<td>$1,111,000</td>
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<tr>
<td>7. Innovative Wastewater and Stormwater Technology Costs</td>
<td></td>
<td></td>
<td>☐ YES</td>
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</tr>
<tr>
<td>8. Disadvantaged Community Construction Cost</td>
<td></td>
<td></td>
<td>☐ YES</td>
<td>0</td>
</tr>
<tr>
<td>9. Cost Subtotal</td>
<td></td>
<td></td>
<td></td>
<td>$1,111,000</td>
</tr>
<tr>
<td>10. LESS Local Match</td>
<td></td>
<td></td>
<td></td>
<td>$111,100</td>
</tr>
<tr>
<td>11. Requested SAW Grant Amount (Line 9 minus Line 10)</td>
<td></td>
<td></td>
<td></td>
<td>$999,900</td>
</tr>
</tbody>
</table>

1. Entering Cost Figures

To complete the Project Cost Worksheet, enter costs incurred to date in the first column and estimated costs in the second column. Use whole dollar amounts for all entries. A budget line item may have costs entered in each column; however, the entries must accurately reflect the division between incurred costs and estimated (i.e., the costs in the second column must not be a cumulative total but are to represent the balance of costs not yet incurred).

2. Supporting Documentation

Documentation must be attached to your application to support the costs included on the Project Cost Worksheet: Validate by checking the box in the third column on each requested line item.

- For incurred costs, adequate supporting documentation means executed contract; an invoice; proof of billing or payment for each cost for which grant assistance is being sought (e.g., copies of the monthly invoices from your consulting engineer, timesheet/payroll records showing hours worked and work performed).

- For estimated costs, adequate supporting documentation means an engineer’s estimate; a letter, or email from a vendor detailing the services to be rendered and their costs; or a ledger of anticipated billable force account hours, employee rates, and classifications.

3. Executed Contracts (required for reimbursement, not required for grant application)

A contract between the applicant and the vendor must be executed for each service that has been or is to be rendered if the cost of such service is greater than $50,000. An executed

Please see Attachment 3 for Summary of Estimated Costs

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.
copy of each contract, with a clear identification of the scope of the service(s) and a contract period, must be submitted prior to reimbursements of costs.

4. Line-By-Line Completion Guidance

In addition to the costs described below, costs eligible for SAW grant assistance include: those incurred for services rendered on or after January 2, 2013; for services to prepare this grant application; and for activities performed by the applicant’s employees that are directly related to the project. These incurred costs or cost estimates should be placed under the applicable budget lines.

Line 1 – Project Planning Costs
The costs associated with project planning activities and preparation of required planning documents. Refer to Appendix A or B.

Line 2 – Design Engineering Costs
The costs associated with engineering design and preparation of design required documents. Bidding phase services, including construction staking, are not eligible for SAW grant assistance. Refer to Appendix A or B.

Line 3 – User Charge System Development Costs
The costs associated with developing or updating the applicant’s system of rates and user charges to cover the costs of project construction, operation, and maintenance as part of a planning or design grant. The costs to develop, amend, and pass sewer use ordinances, and prepare or revise intermunicipal service agreements necessary for construction of the proposed project are also eligible for reimbursement. Refer to Appendix A or B.

Line 4 – Wastewater Asset Management Plan Costs
The costs associated with developing a wastewater asset management plan. Only those components addressing wastewater assets are eligible (e.g., costs associated with conducting an asset inventory of other utilities cannot be included). Refer to Appendix C.

Line 5 – Stormwater Asset Management Plan Costs
The costs associated with the development of a stormwater asset management plan. SAW grant assistance is available for the development of an asset management plan for both open and enclosed storm sewer systems. Open drainage systems that are deemed surface waters of the state are not eligible for assistance to develop a stormwater asset management plan. Refer to Appendix C.

Line 6 – Stormwater Management Plan Costs
The costs associated with the development of a stormwater management plan. SAW grant assistance is available for the development of plans intended to address water quality problems from MS4 permitted stormwater systems and unpermitted stormwater runoff and nonpoint sources of pollution. Refer to the Stormwater Management Plan guidance and Appendix D for information on eligible plans and planning activities.

Line 7 – Innovative Wastewater and Stormwater Technology Costs
The costs associated with testing and demonstrating the practical use of technology to address a water quality issue. The cost of the technology is not eligible for SAW grant assistance. Refer to Appendix E.
Line 8 – Disadvantaged Community Construction Cost

The construction costs associated with a project identified in an asset management plan. The costs cannot exceed $500,000. This is only available to communities identified as “disadvantaged.” See Appendix F.

Line 10 – Required Local Match

SAW grant assistance is limited to $2 million per community with a 10-percent local match for the first million and a 25-percent local match for the second million. Applicants who responded “Yes” to any of the questions under Section J of this application or whose community status is determined as disadvantaged by the DEQ are not required to provide a local match.

L. Covenants and Certifications

The applicant must abide by all of the covenants and certifications enumerated below:

1. The applicant has the legal, managerial, institutional, and financial capability to plan, design, and build the project, or cause the project to be built, and cause all facilities eventually constructed to be adequately operated.

2. The applicant certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the project, the prospects for its completion, or the applicant's ability to make timely repayments of the grant if the project does not proceed.

3. The applicant agrees to provide the local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

4. The applicant agrees to maintain complete books and records relating to the grant and financial affairs of the project in accordance with generally accepted accounting principles (GAAP) and generally accepted government auditing standards (GAGAS).

5. The applicant agrees that all municipal contracts related to the project will provide that the prime contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

6. The applicant agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners, or agents with which the applicant negotiates an agreement.

7. The applicant agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years and that if litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

8. The applicant agrees to ensure that planning and design activities of the project are conducted in compliance with the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; its Administrative Rules; and all applicable state laws, executive orders, regulations, policies, and procedures.

9. The applicant acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.
I certify that I am the authorized representative designated by the municipality, as defined by Section 324.5301(i) of Part 53 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, that will receive the grant for this project and that the application information being submitted is complete and accurate to the best of my knowledge.

I further certify that ________________ (legal name of applicant) agrees to and will abide by the covenants and certifications stipulated above.

Mark Gahry, Chair of Alliance of Downriver Watersheds
Name and Title of Authorized Representative (Please Print or Type)  
Signature of Authorized Representative (Original Signature Required)  Date

Required Documents
The following documents must be submitted with this application. This grant application will be deemed incomplete if the required documents are not attached.

1. Authorizing Resolution. An adopted and certified copy of the attached standard resolution, including the SAW Grant Agreement boilerplate marked SAMPLE, must be attached.

2. Application Information. The proposed scope of work must be supported by the additional information required under Section E on page 3.

3. Cost Support Documentation. All requested costs must be supported with documentation consistent with the instructions on pages 5-7.

4. All of the required information listed in each of the applicable appendices must be provided.

Please return the application and the specified attachments to:

REVOLVING LOAN SECTION
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

MAILING ADDRESS  
P.O. BOX 30241  
LANSING MI 48909-7741

SURFACE DELIVERY ADDRESS  
CONSTITUTION HALL, 4TH FLOOR SOUTH  
525 W ALLEGANS ST  
LANSING MI 48933

<table>
<thead>
<tr>
<th>Grant Application Received By:</th>
<th>Can Expect A Grant Award In:*</th>
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<tbody>
<tr>
<td>July 1</td>
<td>October</td>
</tr>
<tr>
<td>October 1</td>
<td>January</td>
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<tr>
<td>January 1</td>
<td>April</td>
</tr>
<tr>
<td>April 1</td>
<td>July</td>
</tr>
</tbody>
</table>

*A hard copy of the grant application must be submitted by the DEQ. Grant application may be submitted at any time beginning December 2, 2013. Grant awards will be issued quarterly based upon the date an application is administratively complete, until available SAW funding has been exhausted.

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.
Please Use the Attached Resolution “As Is”
(Do Not Substitute Your Own Form)
Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the ____________ of the______________ of_____________
County of _________________, State of Michigan, (the “Municipality”) held on
October 17, 2013 ________.

PRESENT: Members: ______________________________________________
_______________________________________________________

ABSENT: Members: _______________________________________________
________________________________________________________

Member ___________________offered and moved the adoption of the following resolution,
seconded by Member______________________ .

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and
Environmental Protection Act, 1994 PA 451, as amended (“Part 52”), provides at MCL
324.5204e that the Michigan Finance Authority (the “MFA”) in consultation with the Michigan
Department of Environmental Quality (the “DEQ”) shall establish a strategic water quality
initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to
municipalities for sewage collection and treatment systems or storm water or nonpoint source
pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other
applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient
shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality
to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (select one or more)
☐ establish an asset management plan, ☑ establish a stormwater management plan, ☐ establish
a plan for wastewater/stormwater, ☐ establish a design of wastewater/stormwater, ☐ pursue
innovative technology, or ☐ initiate construction activities (up to $500,000 for disadvantaged
community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate
principal amount not to exceed ___________ (“Grant”) be requested from the MFA and
the DEQ to pay for the above-mentioned undertaking(s); and

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY
OTHER FORMAT.
WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. __________________________ (title of the designee’s position), a position currently held by __________________________ (name of the designee), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.

2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.

3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.

4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.

5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.

6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.

7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.

8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members: See attached list.

NAYS: Members: See attached list.
YEAS: Members: See attached list.

NAYS: Members: See attached list.

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the members of the ADW of County of Wayne, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

[Signature]

Name

Alliance of Downriver Watersheds, Clerk
State of Michigan County of Wayne
SAW Resolution Insert – Alliance of Downriver Watersheds

PRESENT: Members:  City of Belleville, Brownstown Township, City of Dearborn Heights, City of Gibraltar, Grosse Ile Township, City of Riverview, City of Rockwood, City of Romulus, City of Southgate, City of Taylor, Wayne County, City of Woodhaven, City of Wyandotte

ABSENT: Members: City of Allen Park, City of Ecorse, City of Flat Rock, Huron Township, City of Inkster, City of Lincoln Park, City of Melvindale, Sumpter Township, Van Buren Township, City of Westland, Woodhaven-Brownstown School District

YEAS: Members:  City of Belleville, Brownstown Township, City of Dearborn Heights, City of Gibraltar, Grosse Ile Township, City of Riverview, City of Rockwood, City of Romulus, City of Southgate, City of Taylor, Wayne County, City of Woodhaven, City of Wyandotte

NAYS: Members: None
Michigan Finance Authority

Stormwater, Asset Management, and Wastewater (SAW)

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of ______________ 20__, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the ____________________________, County of ____________________________ ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

GRANTEE INFORMATION:     GRANT INFORMATION:

Name/Title of Authorized Representative

Address

Address

Telephone number

E-mail address

Project Name:

Project #: ____________________________

Amount of Grant: $__________________________

Amount of Match $_______________________

Project Total $__________________________ (grant plus match)

Start Date: ___________ End Date: ___________

DEQ REPRESENTATIVE:   AUTHORITY REPRESENTATIVE:

Name/Title

Address

Address

Telephone number

E-mail address

Name/Title

Address

Address

Telephone number

E-mail address
The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

Signature of Grantee .................................................. Date

Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

Its Authorized Officer .................................................. Date

MICHIGAN FINANCE AUTHORITY

Its Authorized Officer .................................................. Date

I. PROJECT SCOPE

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.
III. CHANGES

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee’s receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ’s approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ’s review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

VI. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.
VII. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual’s ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

VIII. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

IX. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party’s responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

X. CONFLICT OF INTEREST

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee’s governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

XI. AUDIT AND ACCESS TO RECORDS

See Section XVIII (C).

XII. INSURANCE

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee’s actions under this Agreement or from the actions of others for whom the Grantee may be held liable.
(B) The Grantee must comply with applicant workers’ compensation laws while engaging in activities authorized under this Agreement.

XIII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

XIV. COMPENSATION

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

XV. CLOSEOUT

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State’s claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

XVI. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.
XVII. TERMINATION

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

1. If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

2. If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

3. If the State finds that the Grantee, or any of the Grantee’s agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

4. During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

5. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of the Grantee, or any agent of any subagreement, is:

1. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;

2. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

3. Convicted under state or federal antitrust statutes;

4. Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee’s business integrity; or

(C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

1. Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.
(2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.

(3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.

(5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.

(6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.
(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminated the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee’s ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles (“GAAP”) and generally accepted government auditing standards (“GAGAS”).

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.
(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) **Grantee Reimbursements and Deliverables**

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) **Miscellaneous Provisions.**

1. **Applicable Law and Nonassignability.** This Agreement shall be governed by the laws of the State of Michigan.

2. **Severability.** If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

3. **Execution of Counterparts.** This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

XIX. **USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.
XX. **SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

XXI. **ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). “Lobbying’ means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action.” The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XXII. **IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

XXIII. **DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

2. Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

4. Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

5. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.
**SAW Grant Program**

**Exhibit A**

**Grantee:** ____________________________________________________________________

**Project Name:** ________________________________________________________________

**DEQ Approved Grant Amount:** $ ______________; __________________________________

___________________________________________ Dollars

**Time Period for Eligible Costs:**

Start Date ___________________ _____ (month/year)

End Date ________________________ (month/year)

**Description of Approved Project Scope:**

____________________________________________________________________________

____________________________________________________________________________

<table>
<thead>
<tr>
<th>DEQ Approved Project Costs</th>
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<tbody>
<tr>
<td>1. Project Planning Costs</td>
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<tr>
<td>2. Design Engineering Costs</td>
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<tr>
<td>3. User Charge Development Costs</td>
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<tr>
<td>4. Wastewater Asset Management Plan Costs</td>
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<td>5. Stormwater Asset Management Plan Costs</td>
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<td>6. Stormwater Management Plan Costs</td>
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<tr>
<td>7. Innovative Wastewater and Stormwater Technology Costs</td>
</tr>
<tr>
<td>8. Disadvantaged Community Construction Cost</td>
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<tr>
<td>9. Cost Subtotal</td>
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<tr>
<td>10. LESS Local Match</td>
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<tr>
<td>11. Requested SAW Grant Amount (Line 9 minus Line 10)</td>
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</tbody>
</table>

The following services have been determined to be ineligible for SAW Grant assistance, for the reasons listed, and have been excluded from the approved project costs shown above:

____________________________________________________________________________
APPENDIX D
Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans. Under the SAW program, a Stormwater Management Plan is broadly defined to include those documents listed in the below checklist. Applicants are encouraged to review the webpages associated with each document to determine which Stormwater Management Plan best fits their planning needs for the treatment of stormwater. Applicants should also review the Stormwater Management Plan guidance document.

For those applicants applying for a SAW grant for the development of a Stormwater Management Plan, indicate below which type of document will be generated using grant funding. Include a description and a map of the planning area, as well as a description of water quality problems that will be addressed with the Stormwater Management Plan.

☐ Municipal Separate Storm Sewer System (MS4) Stormwater Management Program (see www.mi.gov/deqstormwater). An MS4 Stormwater Management Program addresses the effects of urbanization on the water quality of surface waters of the state. Please choose one of the following:
  ☐ Applicant currently has National Pollutant Discharge Elimination System (NPDES) MS4 permit coverage
  ☐ Applicant will be a new NPDES MS4 permittee

Applicants applying for a SAW grant for one of the following Stormwater Management Plans, shall also include as part of the application the percentage of land uses in the planning area.

☐ NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” www.mi.gov/nps). The description of water quality problems must include the following:
  • A description of the watershed and watershed boundary and the hydrologic unit code.
  • A description of the current water quality conditions, and the needs/problems to be addressed with the proposed project. List or discuss all 303(d) listed water bodies and include the Assessment Unit ID (See the 2012 Integrated Report, Appendix B).
  • A list of the pollutants the NPS Watershed Management Plan will target. The list shall include pollutants listed in the 2012 Integrated Report for Michigan (See Appendix B of the report) as causing designated use impairments in the watershed where NPS pollution is a contributor to the water quality impairment. The list should also include pollutants important at the local level and the rationale for the listing.

☑ SAW Stormwater Management Plan
Stormwater Management Plan

The SAW grant program is available to applicants who wish to acquire funding for the development of Stormwater Management Plans and the design of projects contained or described within a Stormwater Management Plan. Under the SAW program, a Stormwater Management Plan is broadly defined to include:

- Municipal Separate Storm Sewer System (MS4) Stormwater Management Plan (See the MS4 at www.mi.gov/deqstormwater)
- NPS Watershed Management Plan (See the “Developing an Approved Watershed Management Plan” at www.mi.gov/nps)
- SAW Stormwater Management Plan (See the SAW Stormwater Management Plan on page 22)

Development of a Stormwater Management Plan

MS4 Stormwater Management Plan

Permittees required to develop an MS4 Stormwater Management Plan (SWMP) are municipal agencies, such as cities, townships, villages, county agencies, and school districts located in a census defined urbanized area with a discharge of stormwater to surface waters of the state. The existing NPDES MS4 individual permit application is structured such that by completing the application, an MS4 SWMP is produced. The best management practices (BMP) included in the MS4 SWMP shall be designed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable.

For those applicants who are developing a new MS4 SWMP, the development of the entire MS4 SWMP is eligible for SAW grant funding. An applicant who already has an approved MS4 SWMP or Stormwater Pollution Prevention Initiative (SWPPI) in place can receive funding to update the SWMP/SWPPI. An approved MS4 SWMP includes the following minimum requirements:

1. BMPs to be implemented to meet the following six minimum control measures (a–f) and applicable water quality requirements (g)
   a. Public Participation/Involvement Program
   b. Public Education Program
   c. Illicit Discharge Elimination Program
   d. Construction Stormwater Runoff Control Program
   e. Post-Construction Stormwater Runoff Program
   f. Pollution Prevention and Good Housekeeping Program
   g. Total Maximum Daily Loads (TMDL) Implementation Plan (This water quality requirement applies to a regulated MS4 that discharges stormwater to impaired waters with an approved TMDL that includes a pollutant load allocation assigned to the regulated MS4.)

2. A measurable goal for each BMP. Each measurable goal shall have a measure of assessment to determine progress towards achieving the measurable goal.

3. The following Phase I MS4 Permittees shall include as part of the SWMP an Industrial Facility Program: [cities of] Ann Arbor, Flint, Grand Rapids, Sterling Heights, and Warren.

The NPDES MS4 individual permit application allows an applicant the option of submitting a collaborative approach for four of the six minimum control measures and the water quality requirements as part of the SWMP. Collaborative efforts may include several MS4 permittees collaborating to meet all or parts of a minimum control measure or water quality requirement.
The MS4 SWMP is considered approved when an individual NPDES permit is issued to the MS4 permittee with the requirement to implement and enforce the approved MS4 SWMP. The MS4 permittee is required to document progress made implementing the MS4 SWMP as part of the Progress Report requirements in the MS4 NPDES permit.

For MS4 permittees with an approved SWMP or SWPPI, the following are examples of updates that may be eligible if the activity is significantly revised or goes beyond what is currently included in the approved SWMP/SWPPI:

- **Public Education Program:** Developing and implementing a survey to assess changes in public behavior.
- **Illicit Discharge Elimination Program:**
  - Developing a storm sewer system map to include the location of all outfalls and points of discharge.
  - Prioritizing dry-weather screening of outfalls and points of discharge by identifying areas of high illicit discharge potential. This prioritization could be completed as a collaborative effort with several MS4 permittees.
- **Post-Construction Stormwater Runoff**
  - Updating post-construction stormwater runoff performance standards. More specifically, updating an ordinance or regulatory mechanism to include the water quality treatment and channel protection performance standards in the current NPDES MS4 individual permit application.
  - Developing a tracking system for ensuring the long-term maintenance of post-construction BMPs. For example, a system to track the performance of the BMPs implemented to meet the performance standards and included in a maintenance agreement.
- **Pollution Prevention and Good Housekeeping Program**
  - Developing a site-specific standard operating procedure identifying the structural and non-structural stormwater controls implemented or to be implemented and maintained to prevent or reduce pollutant runoff at facilities owned/operated by the applicant with a high potential for pollutant runoff.
  - Developing a procedure for assessing catch basins for routine inspection, maintenance, and cleaning based on preventing or reducing pollutant runoff.
- **TMDL Implementation Plan** — Developing a TMDL monitoring plan for assessing the effectiveness of BMPs currently being implemented or to be implemented in making progress toward achieving the TMDL pollutant load reduction requirement.

**Nonpoint Source Watershed Management Plan**

Applicants eligible to develop a NPS Watershed Management Plan include cities, villages, counties, townships or other public bodies established under state law (watershed alliances, conservation districts, and regional planning agencies for example). Watershed Management Plans under this category must be approvable as defined in the administrative rules for the CMI NPS Pollution Control Grants and/or include the “nine minimum elements of watershed planning” required by the United States Environmental Protection Agency. To maximize potential future funding, plans should meet both state and federal criteria. NPS Watershed Management Plans must be developed for a hydrologically-based area and must include a list of targeted pollutants. Targeted pollutants must include those listed in Michigan’s 2012 Integrated Report as causing designated use impairments in the watershed. The list should also include pollutants important at the local level as well as the rationale for their listing.

For an applicant who is developing a new NPS Watershed Management Plan, the development of the entire plan is eligible for SAW grant funding. Justifiable updates to a previously approved NPS

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.
Watershed Management Plan are also eligible. Justifiable updates to a plan include, but are not limited to: updates to meet additional criteria; reevaluation of environmental conditions and next steps; etc.

Complete watershed management plans (along with completed checklists) can be submitted to the appropriate district office or the NPS Unit in Lansing. Watershed plan reviews require a minimum of 90 days and approval typically requires two or more reviews.

Applicants developing a NPS Watershed Management Plan for: (1) watersheds with flooding, flashy flows, or other hydrology issues; (2) or recommended stream bank stabilization, channel realignment, changes to channel geometry; (3) or changes impacting flow or sediment transport, must refer to the NPS Hydrologic and Geomorphic Guidance. Applicants must also consider a wetlands component, as described in the Guidance for Wetland Related Elements, when developing a NPS Watershed Management Plan.

SAW Stormwater Management Plan

An applicant that wants to develop a SWMP other than an MS4 or NPS SWMP may receive grant funding to develop a SWMP as long as it contains the following minimum components:

1. A description and map of the jurisdictional boundaries and the area to be covered by the plan (typically a sewershed and/or drainage district). The planning area should be hydrologically based and include the entire collection and conveyance system (open and closed) as well as the contributing area.
2. A description of the major components of the stormwater system and/or country drainage district, including sewershed and watershed boundary and internal sub-boundaries, surface water hydrology, mapping of stormwater conveyance (pipes and channels), existing storage, regulatory or other mapped floodplains, flood control facilities and treatment components.
3. A description of publically owned BMPs and private BMPs that significantly affects the stormwater system.
4. A description of all stormwater sources and all known stormwater related water quality problems within the planning area (for example, surface flooding, hydraulic restriction, erosion, water quality, etc.).
5. Include recommendations and an analysis of projects to correct stormwater and known stormwater related water quality problems.
   a. This includes project identification, preliminary sizing and description of proposed activities. Proposed activities could consist of capital improvements (i.e. culvert replacement, channel modification, structural BMPs, etc.) or changes to inspection or maintenance activities (i.e. stream bank assessments, detention basin inspections, floodplain or floodway encroachment surveys, etc.).
   b. Provide estimated operation, maintenance and capital costs for all recommendations
6. Include a timeline for implementation of the plan. The extent of the timeline is at the applicant’s discretion (i.e., 5-year, 10-year, etc.).

It is strongly suggested that the following components also be included in the SWMP:

1. A general maintenance plan
2. The desired level of service should be determined through a public involvement process
3. A public education program or activities
4. A general description of land use percentages

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.
GUIDANCE FOR APPENDIX D

Grant Eligible

- A Stormwater Management Plan (SWMP) must address water quality issues caused by surface runoff of stormwater. There must be a stormwater related water quality problem, not just a stormwater quantity issue.
- Pre-project (planning and design) assessment of Best Management Practices (BMPs) to determine the most effective solution.
- Legal and/or force account costs associated with the creation or amendment of stormwater ordinances, policies, and design standards.
- Flow monitoring for a hydrologic analysis of a stormwater conveyance system or surface water system.
- Water quality sampling to determine current water quality conditions.
- Development of a public education and involvement program or activities for stormwater issues.
- Development of a maintenance plan for stormwater practices.
- AMP/GIS mapping software/hardware/training. Total limits are as follows:

<table>
<thead>
<tr>
<th>Service Area Population</th>
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</table>

Note: Attach justification when assistance is sought for an applicant with an existing GIS system or for when an exception is being made to the above dollar limits.

Grant Ineligible

- Costs related to implementation of a MS4 SWMP program
- The purchase price to acquire land/easements
- Post-construction monitoring of stormwater management BMP performance to determine effectiveness.
- Planning and design activities related to the evaluation of groundwater impacted by stormwater infiltration.
Order of Attachments

Attachment 1:  Item E: Project Need and Proposed Scope of Work
Attachment 2:  Item F: Alliance of Downriver Watersheds (ADW) By-laws and 2013 List of Members
Attachment 3:  Table K: Project Cost Worksheet – Summary of Estimated Costs
Attachment 4:  Item K(2):  Estimated Costs
Attachment 1

Item E: Project Need and Proposed Scope of Work
Project Need

The Alliance of Downriver Watershed (ADW) members have been formally and informally working together for several years to manage the area’s water resources on a watershed basis and to comply with federal regulations regarding the discharge of stormwater. The ADW is a permanent watershed organization formed under Public Act 517 of the Public Laws of 2004. The physical boundaries of the ADW are depicted in the map located on page eight of this document. The ADW was formed in January 2007 and consists of 24 public agencies in the Ecorse Creek, Combined Downriver, and Lower Huron River Watersheds in southeast Michigan. The agencies and communities that comprise the ADW believe there are substantial benefits that can be derived by joining together and cooperatively managing the rivers, lakes, and streams within the watersheds and in providing mutual assistance in meeting state water discharge permit requirements of the members.

The ADW is an urban watershed in southeast Michigan. The 3 predominant land uses include single-family residential (40%), transportation, communication and utilities (23.5%) and industrial (12.4%). The MDEQ Landscape Level Wetland Functional Assessment for the ADW (2010) indicated that the watershed has lost 90% of its wetlands from pre-settlement patterns. The 319 Watershed Management Plans covering the ADW areas note priority pollutants of concern as being low dissolved oxygen, nutrients, *E. coli*, sediment, inadequate protective measures, lack of habitat, and lack of stable flow.

The ADW has several TMDLs including:

- Biota (Ecorse Creek, 2003) (Frank & Poet Drain, Blakely Drain, Brownstown Creek, 2007)
- *E. coli* (Ecorse Creek, 2008) (Wagner-Pink Drain, 2003)

Based on the work done to date within the watershed, it is apparent that implementing methods to reduce the water quality effects of urban stormwater runoff are essential to further improving the water quality within the ADW.

ADW members are independently responsible for their own municipalities’ MS4 compliance. However, the SAW grant allows the ADW entity to develop and coordinate specific aspects of an MS4 permit requirement. The ADW will develop cohesively a plan for public education, illicit discharge elimination and TMDL implementation, pollution prevention/good housekeeping standards, and water quality monitoring requirements. By fulfilling these tasks, the ADW will present a collaborative set of documents and standards that can be utilized by the municipalities as they need to apply for their MS4 permits.

The ADW is applying for the SAW grant under the SAW Stormwater Management Plan option and the scope of which is detailed below:

**Task A:** Update Collaborative Public Education Plan Program (PEP)

**Task A1:** Development and implementation of a “Public Awareness & Attitudes Stormwater Survey” to set PEP priorities and determine progress in awareness. The survey’s target audience will be residents of the permitted entities and sample size will be based upon their combined household units, such that a large enough sample
size will be obtained to generate statistically significant results between subpopulations and with previous surveys. The survey will measure public awareness of stormwater pollution and possible solutions, environmental attitudes, capacity, constraints, behaviors and, when appropriate, effectiveness of specific public education activities. The survey will primarily be conducted over the web with respondents recruited by mail and e-mail, through advertising, direct in-person contact and social media. Additional supplemental methods, such as direct mail and phone will be used to obtain a reasonable sample size or to fill in demographic gaps as needed. Results will serve to provide a basis for evaluating PEP activities going forward, and will provide an opportunity to benchmark social indicators for subsequent permit cycles. Questions will be designed to reasonably compare with previous survey efforts.

**TASK A2:** Develop a prioritized 5-year Marketing and Communications Strategic Plan which includes a market assessment, identifying specific outreach objectives, developing a marketing strategy, and suggesting a prioritized mix of tools with a schedule and a budget.

- An ADW member survey will be developed targeted at municipal staff to gain information on public marketing and communications channels and practices. The survey will provide information regarding message delivery mechanisms, communication frequency and content, responsible staff, message delivery timing, and potential opportunities. Will also include review of ADW member websites, electronic and print materials for content improvements as well as regional marketing/outreach opportunities and potential partners.
- Report findings, detail opportunities and prepare communications plan and guidelines for collaborative ADW and individual community efforts.

**TASK A3:** Development of consensus goals and methods to assess effectiveness of the ADW Collaborative PEP. This will include review and analysis of Public Awareness & Attitudes survey results in relation to the Marketing and Communications Strategic Plan to suggest, comment and seek input on consensus goals and methods to assess effectiveness of the ADW Collaborative PEP.

**TASK A4:** Creation of Collaborative PEP including identifying activities, activity descriptions, audiences, permit requirements addressed and schedule.
**TASK B:** Update Collaborative Alternative IDEP

**TASK B1:** Use available water quality data and water quality sampling (to fill in data gaps – See TASK F) to determine current conditions and to identify IDEP priority areas and prepare an IDEP priority areas map.
- Initiate identifying IDEP priority areas and prepare IDEP priority area map based on 2012 and earlier data.
- Review 2013 monitoring results and update the IDEP priority area map based on 2013 findings.

**TASK B2:** Develop an ADW GIS database and map outfalls and storm water discharge points to waters of the State.
- Initiate map development of centralized datasets of stormwater outfalls, discharge points and MS4 system assets. Request and receive existing GIS datasets of storm sewer systems and points of discharge from ADW members to initiate development of centralized datasets of stormwater outfalls, discharge points and MS4 system assets. A map of outfalls to waters of the State within the ADW will be prepared.
- Perform field surveys to GPS and fill in data gaps in outfalls to waters of the state, stormwater discharge points and MS4 system assets within IDEP priority areas. Update centralized database and maps.

**TASK B3:** Develop consensus goals and methods to assess effectiveness of Collaborative IDEP. This will include review and analysis of existing ADW IDEP activities, water quality conditions, ADW member survey, ADW meeting discussions and the Public Awareness & Attitudes survey results to suggest, comment and seek input on consensus goals and methods to assess effectiveness of the ADW Collaborative IDEP.

**TASK B4:** Develop written collaborative alternative IDEP plan and template SOPs. This will include identifying activities, activity descriptions and permit requirements addressed, and a schedule for activities. Template SOPs for ADW members consistent with the Collaborative Alternative IDEP will also be prepared and the consensus goals and methods to assess effectiveness will be integrated into the written plan. The Collaborative Alternative IDEP will be finalized through ADW member technical committee meetings and the ADW public participation process.

**TASK C:** Develop Post-Construction Runoff Controls Engineering Standards and Ordinances

**TASK C1:** Using the new MDEQ MS4 regulations for development and redevelopment, develop a set of stormwater planning and design rules/guidelines:
- Stormwater treatment for the 1-inch (90%) storm
- Stormwater volume management (2-year storm)
- Development vs. redevelopment: differentiate runoff controls and appropriate design hurdles for each
- Appropriate BMPs and technologies: methods for determining and documenting pollutant removal efficiencies
- BMP maintenance requirements and guidelines
- Sizing detention ponds for the design storm event (flood control)
- Incorporating new (NOAA Atlas 14) rainfall statistics into standards
**TASK C2:** Coordinate with SEMCOG on any necessary updates to the Michigan LID Manual to reflect the changes to MDEQ MS4 rules. Where possible, reference this document to avoid redundancies or technical conflicts.

**TASK C3:** Establish a developer/engineer outreach and education program to discuss the new rules and seek feedback on their usability prior to finalizing any new rules. This will help to achieve buy-in to the new standards and will ensure better conformance once the rules are made official.

**TASK D:** Develop Collaborative Municipal Facility Pollution Prevention/Good Housekeeping Practices

**TASK D1:** Survey and prioritize ADW municipal maintenance facilities for their potential to discharge pollutants. Perform site visits at ADW municipal maintenance facilities to identify site specific issues that will be used to prioritize municipal maintenance facilities.

**TASK D2:** Develop/Update Pollution Prevention Action Plans (P2 Action Plans) and SOPs for ADW member facilities.
- Work with ADW member staff to prepare P2 Action Plans for each of the priority municipal maintenance facilities.
- If budget allows, work with ADW member staff to prepare P2 Action Plans for remaining municipal maintenance facilities.

**TASK D3:** Develop a Good Housekeeping/Pollution Prevention (GH/P2) Strategy for Municipal Q&M activities (street sweeping & catch basin cleaning)
- Prepare an ADW street sweeping & catch basin cleaning strategy targeted geographically to maximize benefits and minimize cost.

**TASK D4:** Develop a training program/process for educating municipal employees and contractors on IDEP & GH/P2 SOPs.

**TASK D5:** Develop consensus measurable goals and methods to assess effectiveness of ADW Collaborative P2 efforts.

**TASK D6:** Develop Collaborative Good Housekeeping/Pollution Prevention Plan for the ADW. Development of this plan will involve summarizing the lessons learned and information obtained via prior tasks. Integrating this information with the strategies developed and the consensus measurable goals and methods to assess effectiveness to create a Collaborative Good Housekeeping/Pollution Prevention Plan for the ADW that meets or exceeds the requirements of the new MS4 permit.
TASK E: Create a Collaborative ADW TMDL Implementation Plan

TASK E1: ADW Municipal Facility & Property GI Planning – including site assessment and conceptual planning as well as implementation barriers and challenges survey and input workshop, O & M coordination opportunities survey and input workshop.
- Identify conceptual GI opportunities for ADW maintenance facilities, municipal park lands and open spaces. (25 sites/1 per ADW member)
- Prepare concept drawings and cost opinions. (25 sites/1 per ADW member)
- Prioritize ADW municipal park lands and open spaces and prepare an action strategy.

TASK E2: Stormwater BMP Inventory, Field Assessment and Action Plan
- Perform desktop inventory of stormwater BMPs implemented in the ADW under the WC Stormwater Ordinance.
- Develop field assessment SOPs and perform field assessment of BMP performance.
- Prioritize stormwater BMPs and prepare an action strategy to correct performance deficiencies.

TASK E3: Identify priority BMPs to address TMDLs and develop Implementation Plans for ADW TMDLs.
- Identify locations throughout the ADW for nonpoint source projects (streambank stabilization, infiltrative stormwater BMPs, porous surfaces, green roofs, etc)
- Prepare concept drawings and cost opinions

TASK E4: Develop a TMDL Monitoring Plan for assessing the effectiveness of BMPs (to be integrated with TASK F below).

TASK F: Update Monitoring Plan to Establish Baseline Conditions
The ADW project team will establish a plan to collect baseline condition data from stream sites throughout the ADW watershed. In order to accomplish this, the work will be divided into three concurrent tasks that include: (TASK F1) Planning, reporting, watershed data maintenance, (TASK F2) Physical, biological and water quality monitoring, (TASK F3) Volunteer benthic monitoring.

TASK F1: Plan, report and maintain monitoring data.
- An initial sampling plan will be established based on the existing monitoring plan that has been implemented by the ADW.
- Monitoring data will be quality checked and entered into the ADW’s monitoring database. The database will be maintained and quality assured at the end of each monitoring season.
- Sampling data will be summarized into a baseline condition assessment report.
- Following the baseline assessment, a five-year collaborative progress evaluation monitoring strategy will be developed for the ADW, with input from ADW members.
**TASK F2:** Monitor the watersheds for physical, biological and water quality conditions.
- Data will include water quality (chemistry), physical (flow) and biological (macroinvertebrates and habitat) monitoring.
- Volunteers will be solicited from across the watersheds and trained to collect samples.
- Water quality samples will be collected from sites in each of the three ADW watersheds on a bi-weekly basis and during targeted wet weather events from April through September and submitted to a qualified lab for analysis.
- Flow will be measured at all sites and a seasonal flow record will be established for representative sites.
- Macroinvertebrates will be collected and identified twice per year. Macroinvertebrate habitat will be evaluated at each site. Data will be collected over the first two years and added to an existing set of monitoring data. A reduced data collection effort will be employed in year 3 to fill in data gaps.

**TASK F3:** Coordinate volunteer collection of benthic samples.
- Project staff will work with ADW schools to involve them in the spring and fall macro-invertebrate monitoring events as well as the winter stonefly collection. The efforts by student and teacher volunteers will supplement those of professional staff to enhance benthic data collection and improve student knowledge of stream habitat and stewardship ethic.
- Efforts include e-mail and telephone communications with teachers, site identification and survey, event scheduling and preparation. It is anticipated that 400 –700 students across the ADW will be involved in the 2014 macroinvertebrate monitoring.

**TASK G:** Develop a Framework for Sustainable Stormwater Funding

**TASK G1:** Identify interested communities.

**TASK G2:** Review existing ADW Impervious Cover Datasets and Maps using SEMCOG GI Regional GI Visioning Project data including building footprints, pavement areas, and other impervious surfaces. Identify planning-level ranges of stormwater billing units for individual communities based on number of parcels and approximate impervious coverage for each zoning/land-use classification.

**TASK G3:** Evaluate a range of revenue potential for ADW communities using the billing unit calculations developed above. Evaluate revenue ranges based on a scenario that includes a flat residential rate and non-residential billings based on impervious coverage as compared to a single-family residential parcel (Equivalent Residential Unit, or ERU, method).

**TASK G4:** Identify top potential ratepayers in each ADW community based on the revenue calculations developed above.

**TASK G5:** Develop a framework for stakeholder involvement and public education on stormwater enterprise funds (a/k/a stormwater utilities).
**TASK G6:** Seek legal advice on the most appropriate mechanism(s) for stormwater revenue in the context of recent court decisions involving stormwater utilities (this task will require consultation with attorneys)

**TASK G7:** Develop recommendations for structuring revenue options. Options may include:
- Stormwater User Fee/Tax through Referendum (likely scenario based on the result of the Jackson County v. City of Jackson Court of Appeals decision)
- Stormwater Rate Ordinance (may be an option if enabling legislation is created that specifically allows for the creation of a stormwater user fee in the State of Michigan)

**TASK H:** Compile SAW Stormwater Management Plan Document

**TASK H1:** The ADW will develop a SAW Stormwater Management Plan (SWMP) that will include the required elements as detailed on page 36 of the SAW application. The ADW, which includes the Ecorse Creek Watershed, Combined Downriver Watershed and Lower Huron River Watershed (as illustrated on the map on the following page), has on file MDEQ approved Watershed Management Plans (CMI in 2007 and 319 in 2011). The ADW will use our 2011, 319-approved Watershed Management Plans coupled with the outcomes, data and results of Tasks A through G detailed in this scope of work to inform the creation of a SAW Stormwater Management Plan. The ADW will develop a SAW SWMP document that identifies the SAW requirements that are included in the 319 Plans as well as the results of Tasks A through G that address SAW SWMP required elements.
### ALLIANCE OF DOWNRIVER WATERSHEDS
SUMMARY OF TASKS, SUBTASKS AND COSTS

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<tr>
<th>TASK A: UPDATE COLLABORATIVE PUBLIC EDUCATION PLAN (PEP)</th>
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<td>A1: Development and implementation of Public Awareness and attitudes stormwater survey</td>
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<tr>
<td>A2: Develop prioritized 5-year Marketing and Communications Strategic Plan</td>
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<td>A3: Develop consensus goals and methods to assess effectiveness of ADW Collaborative PEP</td>
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<td>B1: Determine existing water quality baseline, identify IDEP priority areas, create priority map</td>
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<td>B2: Develop ADW GIS database and map outfalls and stormwater discharge points to waters of the State</td>
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<td>B4: Develop written collaborative alternative IDEP Plan and template SOPs</td>
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<th>TASK C: DEVELOP POST-CONSTRUCTION RUNOFF CONTROLS, ENGINEERING STANDARDS AND ORDINANCES</th>
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<td>C1: Develop stormwater planning and design rules/guidelines</td>
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<td>C2: Coordinate with SEMCOG on any necessary updates to the Michigan LID Manual to reflect changes to MS4 rules</td>
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<td>C3: Establish a developer/engineer outreach and education program</td>
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<td>TASK D: DEVELOP COLLABORATIVE MUNICIPAL FACILITY POLLUTION PREVENTION/GOOD HOUSEKEEPING PRACTICES</td>
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<tr>
<td>D1: Survey and prioritize ADW municipal maintenance facilities</td>
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<tr>
<td>D2: Develop/update pollution prevention action plans for ADW member facilities</td>
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<td>D3: Develop Good Housekeeping/Pollution Prevention Strategy for municipal O&amp;M activities</td>
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| TASK E: CREATE COLLABORATIVE ADW TMDL IMPLEMENTATION PLAN |
|---------------------------------|-------------------|
| E1: ADW municipal facility and property green infrastructure planning (25 sites) | $75,000 |
| E2: Stormwater BMP inventory, field assessment and action plan | $50,000 |
| E3: Identify priority BMPs to address TMDLs and develop implementation plans | $106,000 |
| E4: Develop a TMDL Monitoring Plan for assessing the effectiveness of BMPs | $5,000 |
| **TASK E TOTAL** | **$236,000** |

| TASK F: UPDATE MONITORING PLAN TO ESTABLISH BASELINE CONDITIONS |
|---------------------------------|-------------------|
| F1: Planning, reporting, watershed data maintenance | $43,000 |
| F2: Physical, biological and water quality maintenance | $140,000 |
| F3: Volunteer monitoring program (benthic) | $58,000 |
| **TASK F TOTAL** | **$241,000** |
### TASK G: DEVELOP FRAMEWORK FOR SUSTAINABLE STORMWATER FUNDING

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<td>G1</td>
<td>Identify interested communities</td>
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<td>G2</td>
<td>Identify planning level ranges</td>
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<td>G3</td>
<td>Evaluate range of revenue potential</td>
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<td>G4</td>
<td>Identify top potential rate payers</td>
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<td>G5</td>
<td>Develop a framework for stakeholder involvement and public education</td>
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<td>G6</td>
<td>Seek legal advice for stormwater revenue</td>
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<tr>
<td>G7</td>
<td>Develop recommendations for structuring revenue options</td>
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**TASK G TOTAL** $225,000

### TASK H: COMPILE SAW STORMWATER MANAGEMENT PLAN

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**TASK H TOTAL** $40,000

**Grand Total:** $1,111,000
Attachment 2

Item F: Alliance of Downriver Watersheds (ADW) By-laws and 2013 List of Members
TRANSITION OF THE
ECORSE CREEK WATERSHED INTER-MUNICIPALITY
COMMITTEE (ECIC), COMBINED DOWNRIVER WATERSHED INTER-
MUNICIPALITY COMMITTEE (CDWIC), AND LOWER HURON RIVER
WATERSHED INTER-MUNICIPALITY COMMITTEE (LHRWIC)
TO THE ALLIANCE OF DOWNRIVER WATERSHEDS (ADW)

PREAMBLE

The Ecorse Creek, Combined Downriver, and Lower Huron River watersheds are located in southeast Michigan and consist of some of the most urban land area in the state. The Ecorse Creek watershed encompasses 27,791 acres or 43.4 square miles within Wayne County and includes 11 communities as well as the Wayne County Airport Authority (located within Romulus). In 2000, there were 161,067 people living within its boundaries, or 3,711 people per square mile. The Combined Downriver Watershed drains an area within Wayne County approximately 85.9 square miles in size. The Combined Downriver Watershed includes 11 communities as well as the Woodhaven-Brownstown School District, Wayne County, and the Wayne County Airport Authority. In 2000, there were 244,259 people living within its boundaries, or 2,844 people per square mile. The Lower Huron River Watershed covers 74-square miles of the 908-square-mile Huron River basin. The lower Huron River begins downstream of the French Landing Dam that creates Belleville Lake in Van Buren Charter Township, and flows into Lake Erie. The vast majority of the lower Huron River Watershed lies within Wayne County and comprises all or portions of 14 municipalities, with 48,110 individuals living in the watershed during the 2000 U.S. Census. The Ecorse Creek, Combined Downriver, and Lower Huron River watersheds all discharge to the Detroit River.

This preamble describes the history of efforts by communities and other stakeholders in the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds to manage the area’s water resources on a watershed basis, and to comply with federal regulations regarding the discharge of storm water.

Federal Regulations
The 1972 Amendments to the Federal Water Pollution Control Act (commonly known as the Clean Water Act or CWA) prohibit the discharge of any pollutant to waters of the United States from a point source unless the discharge is authorized by a National Pollutant Discharge Elimination System (NPDES) permit. The NPDES permitting program is designed to track point sources, monitor the discharge of pollutants from specific sources to surface waters, and require the implementation of the controls necessary to minimize the discharge of pollutants. In 1987, the CWA was again amended by Congress to require implementation of a comprehensive national program for addressing problematic non-agricultural sources of storm water discharges. As required by the amended CWA, the NPDES Storm Water Program is being implemented in two phases:
- **Phase I**, which requires NPDES permits for storm water discharges from "Medium" and "large" municipal separate storm sewer systems (MS4s) generally serving, or located in incorporated places or counties with, populations of 100,000 or more people; and eleven categories of industrial activity, one of which is construction activity that disturbs five acres or greater of land.

- **Phase II**, effective December 8, 1999, which requires NPDES permit coverage - mostly under general permits - for storm water discharges from certain regulated small MS4s (primarily all those located in urbanized areas) and construction activity disturbing between 1 and 5 acres of land.

Under Phase II of the program, approximately 170 public agencies in southeast Michigan are required to obtain an NPDES permit to cover their storm water discharges. Public agencies that own, operate or control separate storm water drainage systems within urbanized areas were required to apply for a permit by March 10, 2003 to maintain authorization to discharge storm water to Michigan’s surface waters. Entities required to obtain these permits include cities, villages, townships, county agencies (e.g., roads, drains, parks), public schools (e.g., K-12, colleges, universities) and state/federal agencies (e.g., MDOT, prisons).

In 1995, a group of local agencies and communities within the Rouge River watershed in southeast Michigan proposed a watershed-based approach to the control of pollution sources related to storm water discharges to comply with the pending U.S. EPA storm water regulations. In July of 1997, the MDEQ adopted this unique watershed approach developed by local agencies and issued General Permit No. MIG610000 to allow voluntary coverage for public agencies to discharge storm water under the Phase II regulations. This approach was endorsed by the United States Environmental Protection Agency (U.S. EPA) as meeting Phase II federal storm water discharge regulation requirements that became mandatory for urbanized communities in 2003. Michigan now has two permit options for municipal separate storm water drainage systems as follows:

- **Traditional storm water general permit (Permit No. MIS040000)**. This permit was issued on February 25, 2003. The traditional general permit contains prescriptive storm water control measures that are required within the jurisdiction of the permittee. These include requirements for public education and public involvement, illicit discharge elimination, construction and post construction storm water controls, and good housekeeping and pollution prevention practices for municipal operations.

- **Watershed-based storm water general permit (Permit No. MIG619000)**. This permit was first issued in July 1997 and was reissued as General Permit No. MIG619000 in December 2003. Although the watershed-based permit addresses the same basic requirements as the traditional general permit, it offers communities the opportunity to establish their own priorities, propose their own schedules, and integrate storm water management practices through a series of iterative steps. This cooperative approach is designed to accomplish storm water quality improvements watershed-wide, and provides an added benefit of cost sharing for some storm water controls.
Approximately 75% of the storm water permit applications received statewide by MDEQ in March 2003 were for coverage under the watershed-based general permit.

Ecorse Creek Watershed
The Ecorse Creek Pollution Abatement Drain is a Wayne County drain located in or tributary to the following Municipalities and/or political subdivisions: Charter County of Wayne, Wayne County Metropolitan Airport Authority (“Authority”), City of Allen Park, City of Dearborn Heights, City of Ecorse, City of Inkster, City of Lincoln Park, City of Melvindale, City of Romulus, City of Southgate, City of Taylor, City of Westland, City of Wyandotte. The Authority, the Cities, and the Charter County of Wayne formed the Ecorse Creek Watershed Advisory Group (“ECWAG”) in August 1999 whose mission was to provide:

“An Ecorse Creek Watershed and riverine corridor system that is aesthetically pleasant, clean, healthy and safe so that watershed residents and visitors can enjoy an improved quality of life, with reduced risk of flooding and better coordination of stormwater management throughout the region.”

In furtherance of the mission, among other activities, the Authority, the Cities, and the Charter County of Wayne individually filed applications with the MDEQ under the watershed-based permit option to comply with the NPDES Phase II Stormwater requirements. In December 2003, Certificates of Coverage (COCs) were issued to each applicant, requiring them to, among other activities, jointly study, develop, prepare and file by November 1, 2005, an Ecorse Creek Watershed Management Plan.

The 11 cities, Wayne County and the Wayne County Airport Authority within the Ecorse Creek watershed signed a Memorandum of Agreement (herein after, MOA) to form the Ecorse Creek Watershed Inter-Municipality Committee (ECIC), effective September 9, 2003 and amended January 28, 2005. The ECIC was formed pursuant to the Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.) for the purpose of coordinating and facilitating the study, development, preparation and timely filing with the Michigan Department of Environmental Quality (“MDEQ”) of an Ecorse Creek Watershed Management Plan as part of the required NPDES Phase II stormwater compliance. The Ecorse Creek Watershed Management Plan was developed by the ECIC and partners including the Allen Park School District, Friends of Detroit River/Detroit Riverkeeper, Lincoln Park School District, MDEQ, Southgate Community Schools, and Taylor School District. The completed Ecorse Creek Watershed Management Plan was filed with the MDEQ prior to the November 1, 2005 deadline. In March of 2006, MDEQ provided written comments on the WMP. Revisions to the WMP were made in response to MDEQ comments, and the ECIC approved the revisions on April 27, 2006. A revised WMP for the Ecorse Creek Watershed was submitted to the MDEQ by the May 15, 2006 deadline. The MOA for the ECIC expires when the Ecorse Creek Watershed Management Plan is approved by the MDEQ.
Combined Downriver Watershed

The Combined Downriver Watershed is located in or tributary to the following municipalities and/or political subdivisions: Brownstown Township, Grosse Ile Township, Huron Township, City of Gibraltar, City of Romulus, City of Southgate, City of Taylor, City of Trenton, City of Woodhaven, City of Wyandotte, Woodhaven-Brownstown School District, Charter County of Wayne, and Wayne County Metropolitan Airport Authority (“Authority”). In April 2003, these entities (with the exception of the City of Trenton) formed the Combined Downriver Watershed Advisory Group (“CDRWAG”) whose mission is to provide:

“A Combined Downriver Watershed and riverine corridor system that is aesthetically pleasant, clean, healthy and safe so that watershed residents and visitors can enjoy an improved quality of life, with reduced risk of flooding and better coordination of stormwater management throughout the region.”

In furtherance of the mission, among other activities, the Authority, the communities, Wayne County, and the Woodhaven-Brownstown School District individually filed applications with the MDEQ under the watershed-based permit option to comply with the NPDES Phase II Stormwater requirements. In December 2003, Certificates of Coverage (COCs) were issued to each applicant, requiring them to, among other activities, jointly study, develop, prepare and file by November 1, 2005, a Combined Downriver Watershed Management Plan.

The 10 communities, Wayne County, the Authority, and the school district within the Combined Downriver watershed signed a Memorandum of Agreement (herein after, MOA) to form the Combined Downriver Watershed Inter-Municipality Committee (CDWIC), effective March 30, 2004 and amended July 16, 2004. The CDWIC was formed pursuant to the Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.) for the purpose of coordinating and facilitating the study, development, preparation and timely filing with the Michigan Department of Environmental Quality (“MDEQ”) of a Combined Downriver Watershed Management Plan as part of the required NPDES Phase II stormwater compliance. The Combined Downriver Watershed Management Plan was developed by the CDWIC and partners including the Friends of Detroit River/Detroit Riverkeeper, MDEQ, Southgate Community Schools, and Taylor School District. The Combined Downriver Watershed Management Plan was filed with the MDEQ prior to the November 1, 2005 deadline. In March of 2006, MDEQ provided written comments on the WMP. Revisions to the WMP were made in response to MDEQ comments, and the CDWIC approved the revisions on April 27, 2006. A revised WMP for the Combined Downriver Watershed was submitted to the MDEQ by the May 15, 2006 deadline. The MOA for the CDWIC expires when the Combined Downriver Watershed Management Plan is approved by the MDEQ and Storm Water Pollution Prevention Initiatives have been developed by each member for submittal to the MDEQ.
Lower Huron River Watershed

The Lower Huron River watershed is located in or tributary to the following Municipalities and/or political subdivisions: Ash Township, City of Belleville, Berlin Township, Brownstown Township, Huron Township, Sumpter Township, Van Buren Township, City of Flat Rock, City of Gibraltar, City of Rockwood, City of Romulus, City of Woodhaven, Village of South Rockwood, Woodhaven-Brownstown School District, and Charter County of Wayne. With the exceptions of Ash Township, Ypsilanti Township, and the City of Belleville, the County, Cities, Villages, Townships, and the School District formed the Lower Huron River Watershed Advisory Group (“LHRWAG”) in June 2003 whose mission is to provide:

“A Lower Huron River Watershed and riverine corridor system that is aesthetically pleasant, clean, healthy and safe so that watershed residents and visitors can enjoy an improved quality of life, with reduced risk of flooding and better coordination of stormwater management throughout the region.”

In furtherance of the mission, among other activities, the communities, Wayne County, and the Woodhaven-Brownstown School District individually filed applications with the MDEQ under the watershed-based permit option to comply with the NPDES Phase II Stormwater requirements. In December 2003, Certificates of Coverage (COCs) were issued to each applicant, requiring them to, among other activities, jointly study, develop, prepare and file by November 1, 2005, a Lower Huron River Watershed Management Plan.

The 11 participating communities, Wayne County, and the School District within the Lower Huron River watershed signed a Memorandum of Agreement (herein after, MOA), to form the Lower Huron River Watershed Inter-Municipality Committee (LHRWIC), effective April 27, 2004. The LHRWIC was formed pursuant to the Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.) for the purpose of coordinating and facilitating the study, development, preparation and timely filing with the Michigan Department of Environmental Quality (“MDEQ”) of a Lower Huron River Watershed Management Plan as part of the required NPDES Phase II stormwater compliance. The Lower Huron River Watershed Management Plan was developed by the LHRWIC and partners including the Friends of Detroit River/Detroit Riverkeeper, MDEQ, Huron-Clinton Metropolitan Authority, Michigan Department of Transportation, Monroe County Drain Commissioner, and Huron River Watershed Council. The Lower Huron River Watershed Management Plan was filed with the MDEQ prior to the November 1, 2005 deadline. In March of 2006, MDEQ provided written comments on the WMP. Revisions to the WMP were made in response to MDEQ comments, and a revised WMP for the Lower Huron River Watershed was submitted to the MDEQ by the May 15, 2006 deadline. The MOA for the LHRWIC expires when the Lower Huron River Watershed Management Plan is approved by the MDEQ and Storm Water Pollution Prevention Initiatives have been developed by each member for submittal to the MDEQ.
Transition from Inter-Municipality Committees to ADW

The Inter-Municipality Committees for the Ecorse Creek Watershed, Combined Downriver Watershed, and Lower Huron River Watershed have been successfully operating for over two years under the Memoranda of Agreement establishing the Committees. The respective MOAs for the three Inter-Municipality Committees remain in effect until approximately the third quarter of 2006. At the October 18, 2005 joint meeting of the ECIC and CDWIC, options for institutional arrangements for continuing collaboration on storm water permit compliance and watershed management issues and activities were presented and discussed. A similar presentation and discussion was held by the LHRWIC at their meeting on January 19, 2006. The Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.) under which the existing IMCs were formed, does not provide for implementing some of the required activities under the watershed management plans. There was broad interest in forming a permanent watershed organization under the new Watershed Alliance legislation. The watershed organization will provide services, to its members and to the existing Advisory Group for each watershed, to facilitate implementation of the watershed management plans for each watershed.

Public Act 517 of the Public Laws of 2004, (herein after Watershed Alliance legislation), was signed by the governor on January 3, 2005 with immediate effect. This new law is Part 312 of the Michigan Natural Resources and Environmental Protection Act as amended by as Act No. 517, Public Acts of 2004.

A subcommittee composed of members of the ECIC, CDWIC, and LHRWIC was formed to draft bylaws to form new watershed organizations for the 3 downriver watersheds as required under the new statute. The subcommittee was also charged with examining the issue of forming one or more watershed alliance organizations for managing the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds into the future, and presenting a recommendation on this issue to the respective Inter-Municipality Committees for each watershed. The subcommittee prepared draft bylaws, which were subsequently reviewed by each Inter-Municipality Committee.

At their June 8, 2006, meeting, the ECIC formally recommended that the Bylaws as presented at the meeting be presented to the respective governing bodies for adoption. All members present and voting at the meeting approved the Bylaws. The ECIC approved utilizing one watershed alliance organization to provide services for implementation of the respective watershed management plans for the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds under the approved Bylaws, subject to the approval of the other IMCs.

The CDWIC formally recommended that the Bylaws as presented at the June 8, 2006, meeting of the CDWIC be presented to the respective governing bodies for adoption. All members present and voting at the meeting approved the Bylaws. The CDWIC approved utilizing one watershed alliance organization to provide services for implementation of the respective watershed management plans for the Ecorse Creek,
Combined Downriver, and Lower Huron River watersheds under the approved Bylaws, subject to the approval of the other IMCs.

The LHRWIC formally recommended that the Bylaws as presented at the May 25, 2006, meeting of the LHRWIC be presented to the respective governing bodies for adoption. All members present and voting at the meeting approved the Bylaws with one member disapproving. The LHRWIC approved utilizing one watershed alliance organization to provide services for implementation of the respective watershed management plans for the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds under the approved Bylaws, subject to the approval of the other IMCs.

Establishing Alliance of Downriver Watersheds (ADW)

The formal Alliance of Downriver Watersheds (hereinafter ADW) shall be established following the adoption of the attached Bylaws by the governing bodies of at least fifty-one (51%) of the eligible cities, villages, townships, counties, school districts, public colleges or universities, or other local or regional public agencies eligible for membership in the watershed alliance.

A certified resolution of the governing body of the prospective member approving membership under the Bylaws, or the payment of the 2006 assessment will be used to establish those communities with voting privileges for actions taken by the ADW prior to August 30, 2006. After August 30, 2006, a certified resolution accepting membership by the appropriate governing body, designation of a voting representative and alternate representative, and payment of any assessment shall be required for continuing membership and the exercise of voting privileges.

The ECIC, CDWIC and LHRWIC have each timely submitted to the MDEQ an individual Watershed Management Plan ("WMP"). Each WMP recognizes the need to create a follow on formal watershed organization to facilitate continuity in planning and implementation of the WMP recommendations and to comply with Phase II permit requirements. To assist in the transition of separate inter-municipality committees to the ADW, each of the ECIC, CDWIC and LHRWIC do hereby assign and transfer to the ADW as their successor in interest, all of their rights and interests in and to their respective WMPs for purposes of 2004 Public Act 517. The ADW hereby accepts and approves each of the WMPs.
ARTICLE I. PURPOSE

It is the purpose of these Bylaws to set forth the composition, duties, and responsibilities of the Alliance of Downriver Watersheds (hereinafter ADW) formed under the provisions of Part 312 Watershed Alliances, Natural Resources and Environmental Protection Act as amended by Public Act 517, 2004. Local public agencies and communities within the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds believe there are substantial benefits that can be derived under this Watershed Alliance through cooperative management of the rivers, lakes, and streams within the watersheds and in providing mutual assistance in meeting state water discharge permit requirements of the members. The Appendices attached and referred to in these Bylaws are provided for informational purposes only and are not a part of the Bylaws. The Appendices will be periodically updated to reflect the actual boundaries of the ADW based upon number of eligible public entities who formally accept membership, as well as the annual budget, allocation of assessments, and voting shares in subsequent years. The Preamble (pages 1-7) is fully incorporated into these Bylaws by reference.

ARTICLE II. Description, Structure, Decision Making and Operations of ADW

A. Geographic Boundaries

The proposed geographic boundary encompasses the land area within the Ecorse Creek, Combined Downriver, and Lower Huron River watersheds located in portions of Wayne and Monroe counties in southeastern Michigan shown in the informational map attached as Appendix A to these Bylaws. Under state law the boundaries of the ADW are limited to the jurisdictional boundaries of its members. Appendix A will be updated periodically to show the jurisdictional boundaries of those cities, townships, villages, counties (or county agencies), public school districts, public colleges or universities, or any other local or regional public agencies that have adopted the Bylaws and formally accepted membership. In the event that some eligible watershed communities (cities, townships, or villages) do not become members, county members may: 1) include all of their county political boundary within the Ecorse Creek, Combined Downriver, and/or Lower Huron River watersheds where they intend to exercise their independent water management responsibilities; or 2) include only that portion of the county within the Ecorse Creek, Combined Downriver, and/or
Lower Huron River watersheds where communities have accepted membership in the ADW.

B. Membership of the ADW
   1. Membership
      The Members of the ADW shall consist of a representative, or designated alternate of each township, city, village, county (or county agency), public school district, public college or university, or any other local or regional public agency that:
      • has been issued a state permit for a water discharge into waterways within the watersheds of Ecorse Creek, Combined Downriver and Lower Huron River,
      • whose legal jurisdiction incorporates areas wholly or partially within geographic boundaries identified in Appendix A, AND
      • whose governing body by resolution, voluntarily adopts these Bylaws.
      An initial listing of eligible public agencies is presented in Appendix B.

   2. Cooperating Partners
      The ADW encourages the involvement of non-profit organizations, other public agencies or entities, businesses, and residents who share a common interest in protection and restoration of the waterways in the Downriver area. Those who provide their time, services, expertise or other resources toward the common goal of protection and restoration of the river will be recognized as non-voting, Cooperating Partners.

C. Structure of the ADW
   1. Election of Officers
      The ADW shall elect for a two-year term, from among its Members, a Chair, Vice-Chair, Secretary and Treasurer. The four ADW officers shall be limited to an elected or appointed official, or employee of a Member of the ADW as defined in these Bylaws. Officers shall be elected to two year terms at a regularly scheduled ADW meeting through a formal action as described under Article II.D of these Bylaws. The Chair, Vice Chair, Secretary and Treasurer of the ADW shall serve until replaced by a majority vote of the Members. The elected Vice Chair, or the elected Secretary or Treasurer in the event the Vice Chair is unavailable, shall assume the duties of the Chair if the Chair is unavailable. Newly elected officers will assume their duties at the conclusion of business of the meeting at which those officers were elected.

   2. Meetings
      The ADW shall meet at least twice each calendar year at a designated time and location established by the officers. Agendas for ADW meetings will be distributed and circulated to all Members and Cooperating Partners by the Secretary at least two weeks in advance of all meetings. All official actions of the ADW including the election of officers, adoption of budgets, assessment
of costs to Members, and all other matters not otherwise specifically delegated to the elected officers or committees shall be by the full ADW at a regular meeting consistent with the voting procedures in Article II.D of these Bylaws. All meetings of the ADW, standing committees or special committees established under the ADW shall operate under the Robert’s Rules of Order unless modified by a majority vote of the ADW Members. The meetings of the ADW shall be rotated to locations throughout the watersheds allowing any Member to host a meeting.

D. ADW Decision Making
The ADW shall take all formal actions, by a simple majority vote of all eligible Members at a meeting at which a quorum is present. A quorum shall consist of one more than fifty percent (50%) of all Members, eligible to vote and present. Voting shall be limited to Members or their designated alternates who are physically present at an ADW meeting. Eligible Members are those appointed by an appropriate governing authority that has adopted these Bylaws by resolution and that has paid its assessment. The elected officers may not vote on any issue before the ADW unless they are also serving as the designated ADW representative of their respective public agency.

Each Member shall have one vote on each matter voted upon by the ADW, provided however that Members shall use their best efforts to arrive at a consensus on all matters submitted to the ADW.

Cooperating Partners shall not have voting privileges, but shall be invited to participate in meetings of all standing committees and special committees, and shall be noticed of all meetings of the ADW.

E. ADW Duties
1. Budget and Assessments
After the first year, the ADW shall adopt an annual, fiscal year budget for the period from January 1 through December 31 on or before December 15, of each year for the following calendar year. In the first year, the 2006 fiscal year budget of the ADW is attached as Appendix C along with the assessment to Members as Appendix B to these Bylaws. Assessments for Members will be set at the time each budget is adopted. Modifications to the budget may be adopted at any regularly scheduled ADW meeting, provided however, that assessments, once established for any Member, shall not be increased during the calendar year for which they were established. Not withstanding this provision restricting mid-year changes in assessments, Members may voluntarily agree to increase their payments for special services provided by the ADW.
2. **Standing Committees**

The ADW shall establish and outline a purpose for standing committees as follows:

- **Finance Committee**, for financial management.
  - The Treasurer shall chair the Finance Committee.
  - The Finance Committee shall provide fiduciary services for the ADW including preparation of financial reports required by state law.
  - The Finance Committee shall prepare an annual budget for consideration by the ADW.

- **Ecorse Creek Watershed Advisory Group (ECWAG)**, who shall
  - Oversee implementation of the Ecorse Creek Watershed Management Plan
  - Address other matters of importance to the watershed or as assigned by the ADW

- **Combined Downriver Watershed Advisory Group (CDWAG)**, who shall
  - Oversee implementation of the Combined Downriver Watershed Management Plan
  - Address other matters of importance to the watershed or as assigned by the ADW

- **Lower Huron River Watershed Advisory Group (LHRWAG)**, who shall
  - Oversee implementation of the Lower Huron River Watershed Management Plan
  - Address other matters of importance to the watershed or as assigned by the ADW

Standing committee chairs may appoint co-chairs of the committee provided such co-chairs represent Members. Any Member, designated alternate or other representative of a Member may serve on any standing committee. Cooperating partners, or other members of the public may be invited to participate in a standing committee, but all official actions of a standing committee shall be limited to participation by those on the committee representing ADW members.

The ADW may establish other standing committees at any time as appropriate.

3. **Special Committees**

From time to time, the ADW may choose to establish special committees to consider specific issues or questions. The Chair or Co-Chairs of any special committee established shall be appointed by the ADW, or, by delegation of
the ADW, by the Chair. The special committee Chair(s) and Co-Chair(s) appointed shall be representatives of Members of the ADW.

4. Other Duties
The ADW shall:

- Take actions required, including delegation of responsibilities to the elected Officers, to carry out the purposes and conduct the business of the ADW including, but not limited to:
  - directing the activities of any committees established under the Bylaws.
  - assisting the standing committees and any other special committees of the ADW in meeting their respective responsibilities.
  - With the advice of the standing and applicable special committees, provide oversight of the expenditure of ADW monies consistent with the approved annual budget by reviewing quarterly financial status reports prepared by the Finance Committee.
  - Make provisions for support services consistent with the annual budget.
  - Encourage and promote public involvement in actions and activities of the ADW and of committees established by the ADW, and assure compliance with Open Meetings and Freedom of Information state statutory requirements.
  - Provide a forum for discussion and, if appropriate, make recommendations to resolve issues related to the management of the ADW brought to its attention by any Member of the ADW.
  - Prepare an annual report on the goals and accomplishments of the ADW together with a comprehensive audit report on the expenditures and revenues.
  - Develop policies and procedures related to official actions of the ADW, including but not limited to contracting for services, disbursement of funds, and related fiduciary responsibilities.
  - Maintain official written record of meetings that includes attendance, issues discussed, and official actions taken.
  - Recommend to Members any subsequent changes needed to these Bylaws.
  - Take any other actions as may be permitted or required by Public Act 517 of the Public Laws of 2004.

ARTICLE III. ASSESSMENT OF COSTS TO MEMBERS

A. Members
1. City, Village and Township Members
   The assessments to cities, villages and townships will be determined by subtracting the amount of dollar contributions from the approved budget to be
provided by counties and other Members, and from grants, money gifts, and other income including any balances from prior year ADW budgets. The amount remaining after subtracting these other sources of revenue will be prorated and assessed to each city, village and township Members based upon equal weight to the population of the unit of government within the watershed according to the most recent United States census, and the land area within the watershed as shown as a part of Appendix B.

2. County Members
   Based upon the in-kind contributions currently provided by Wayne County (including fiduciary services described in Article VI), Wayne County will not be assessed to support the budget of the ADW for fiscal year 2006. Before December 1 of each year, the ADW will determine whether or not assessments will be made to Wayne County taking into consideration the level of contribution of in-kind services for ADW related activities it will provide during the next fiscal year.

3. Other Members
   The ADW shall assess Members other than cities, villages, townships, and counties at the time they become a Member based upon a dollar amount approved by the ADW and agreed upon by the Member. The assessment shall reflect the ADW membership benefits provided each Member, and any other contributions made to the ADW. The annual assessment to Members other than cities, villages, townships, and counties shall not be less than the lowest amount assessed any other Member nor more than the highest amount assessed any other Member.

4. A Member may receive a credit toward its required contribution to the ADW based upon its providing services of personnel, use of equipment and office space, and other services. The amount of the credit shall be subject to approval of the Members.

B. Adjustment of Assessments
   Once adopted as part of a given fiscal year budget, the annual assessments to Members shall not be lowered based upon the addition of new Members or any other additions to income not considered as part of the approved annual budget for that year. Members joining after the adoption of the fiscal year budget shall be assessed as if they were Members for the entire fiscal year using the same formula as was applied to other Members.

ARTICLE IV. RESOLUTION

The eligible Members adopting these Bylaws shall do so by the passage of a formal resolution an example of which is attached as Appendix D, and exercise of existing authority that includes the ability to commit to the annual payment of assessments for support of ADW as identified in the annual ADW budget. Once a resolution is passed
and a certified copy forwarded to the ADW, the public entity will remain a Member so long as its assessments are paid in a timely manner. A Member may terminate its membership at any time. Provided, however, there shall be no refund of any assessment already paid to the ADW. Services provided through the ADW shall be, to the extent practical, limited to Members that have adopted the Bylaws and met their respective assessed financial obligations established consistent with the Bylaws.

**ARTICLE V. INDEMNIFICATION**

To the extent permitted by law, the ADW may hold any officer, committee chair, agent, representative, or employee and their respective designees harmless from personal liability for claims made or civil actions commenced against the officer, committee chair, agent, representative, employee or designee; when acting in good faith within the scope of his/her authority; while discharging his/her official duties on behalf of the ADW; for acts in or not opposed to the best interest of the ADW; or on account of liability of the ADW; only if their actions do not amount to gross negligence and are not contrary to the law. The ADW, pursuant to bylaw or resolution of its board, may obligate itself in advance to defend and hold harmless persons.

The ADW may purchase and maintain insurance on behalf of any officer, committee chair, agent, representative, or employee and their designees against any liability asserted against the person and incurred by the person in any capacity or arising out of the status of the person as an officer, committee chair, agent, representative, or employee of the ADW.

The amount of fees and costs which the ADW shall pay for on behalf of the any officer, committee chair, agent, representative, employee or designee’s defense shall be limited to and shall not exceed insurance limits of the policy, if any, covering the claim or action.

The decision to defend and represent any individual, officer, committee chair, agent, employee or designee will be made in the sole discretion of the ADW; acting on advice from its legal counsel as to whether said individual, officer, committee chair, agent, employee or designee was acting while in the scope of his/her authority, was discharging his/her official duties on behalf of the ADW and if the acts were in or not opposed to the best interest of the ADW.

**ARTICLE VI. FIDUCIARY SERVICES**

The Treasurer and Finance Committee oversee fiduciary matters for the ADW.

**A. Interim Fiduciary Agreement**

The Wayne County Department of Environment (hereinafter WCDOE) has agreed to provide fiduciary services for the collection and expenditure of Member assessments paid for fiscal year 2006. Under the Fiduciary Agreement with
Wayne County, the Member assessments paid shall be used only for the services identified in the 2006 Budget attached as Appendix C.

**B. Expenditure Controls and Auditing**

WCDOE has agreed to provide the ADW full and complete access to records concerning the use of the funds collected from the Members so that all expenditures of monies collected through assessments to Members can be audited through a process determined to be appropriate by the Finance Committee. WCDOE has further agreed to provide a financial accounting of all funds collected and expended to the Finance Committee by December 1, 2006. The Finance Committee will provide oversight of all expenditures of Member assessments and report the status of income and expenditures at each meeting of the ADW.

**C. Long Term Fiduciary Services**

Before December 1 of each year, the ADW will determine how fiduciary responsibilities will be managed beginning on January 1 of the following year.

**ARTICLE VII. DISSOLUTION OF THE ADW**

In the event that its Members dissolve the ADW, any unused balances of membership assessments at the time of dissolution not needed to meet ADW obligations shall be redistributed back to the ADW Members prorated on the basis of the total ADW assessment paid by each Member during the immediately preceding fiscal year. Similarly, uncommitted balances from other sources of revenue (e.g. grants, gifts, contributions, etc) remaining at the time of dissolution of the ADW shall be returned to the original provider or, if directed by the provider, transferred to a 501c3 organization or public agency that is willing and able to expend the funds for the originally intended purposes.

**ARTICLE VIII. AMENDMENTS TO BYLAWS**

Any amendments proposed to these Bylaws shall be reviewed by the ADW who shall not take an action to formally recommend any changes to the Bylaws except at its annual meeting at which the budget for the next fiscal year is presented for approval. To be formally recommended any amendment(s) to the Bylaws shall be: 1) formally noticed to all Members at least 30 days prior to the ADW meeting at which they are to be voted upon; and, 2) approved by a simple majority of all Members. Any amendments formally recommended by the ADW shall be sent to all Members along with their annual ADW assessment for review and approval by the Member’s respective governing bodies as the basis for continuing membership. The Members shall have five (5) months following the date of the ADW action formally recommending Bylaw amendment(s) to approve the amendment(s). The amended Bylaws shall become effective when at least half of the governing bodies of Members approve the amended Bylaws within the specified time limitation.
INFORMATIONAL APPENDICES TO THE BYLAWS

Appendix A Geographic Boundaries of the Watersheds Included in the Alliance of Downriver Watersheds including the identification of the political boundaries of eligible Members

Appendix B Allocation of Costs that includes: a list of eligible Members that are currently members of either the Ecorse Creek Watershed Inter-Municipality Committee, the Combined Downriver Watershed Inter-Municipality Committee, or the Lower Huron River Watershed Inter-Municipality Committee; their respective land area and 2000-census population within the watersheds, their proportional allocation of costs for support of the 2006 ADW budget based upon equal weight given to land area and population within the watershed for community members or an agreed upon allocation for non-community members. Eligible Members that did not participate in the previous MOAs are listed separately since they have not yet agreed to membership and were not considered in allocating the assessments and voting shares for 2006.

Appendix C 2006 ADW Budget that includes a list of storm water management services and costs, and sources of funding for calendar year 2006.

Appendix D Model Resolution adopting the Bylaws, accepting membership, and committing to payment of 2006 assessment.
APPENDIX A
Geographic Boundaries of the
Watersheds Included in the Alliance of
Downriver Watersheds
Appendix A: Geographic Boundaries for Alliance of Downriver Watersheds

WATERSHED MANAGEMENT DIVISION
Wayne County
Department of Environment

Wayne County
Downriver Watersheds

LEGEND
- Downriver watersheds
- Rivers / streams
- Lakes
- Roads
- County boundary
- Community boundary

WAYNE COUNTY DEPT. OF ENVIRONMENT
Watershed Management Division
415 Clifford
Detroit, Michigan 48226

File: gis/map/mxd/size/wayne/Dr. DY.sheds.mxd
Date: April 11, 2006
APPENDIX B
Allocation of Costs

Appendix includes:

- List of eligible Members that are currently members of either the Ecorse Creek Watershed Inter-Municipality Committee, the Combined Downriver Watershed Inter-Municipality Committee, or the Lower Huron River Watershed Inter-Municipality Committee;

- The respective land area and 2000-census population of each current member within the watersheds

- The proportional allocation of costs for support of the 2006 ADW budget based upon:
  - Community Members: population-weighted area according to the most recent US census.
  - Other Members: negotiated amount.

Eligible Members that did not participate in the previous MOAs are listed separately since they have not yet agreed to membership and were not considered in allocating the assessments and voting shares for 2006.
## APPENDIX B: ALLOCATION OF COSTS
### ALLIANCE OF DOWNRIVER WATERSHEDS
#### FINAL: 16 JUNE 06*

**B.1: Current Members (6/16/06) of Ecorse Creek InterMunicipality Committee, Combined Downriver Watershed Inter-Municipality Committee, and Lower Huron River Watershed Inter-Municipality Committee**

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Total Area (acres) in all 3 Watersheds</th>
<th>Total Population in all 3 Watersheds</th>
<th>Cost Allocation by Community</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>Ecorse Creek Watershed</td>
<td>Combined Downriver Watershed</td>
</tr>
<tr>
<td>Allen Park</td>
<td>3,596</td>
<td>26,364</td>
<td>$18,757</td>
</tr>
<tr>
<td>Berlin Twp</td>
<td>1,959</td>
<td>1,105</td>
<td>NA</td>
</tr>
<tr>
<td>Brownstown Twp</td>
<td>12,899</td>
<td>22,939</td>
<td>NA</td>
</tr>
<tr>
<td>Dearborn Heights</td>
<td>2,151</td>
<td>20,270</td>
<td>$13,029</td>
</tr>
<tr>
<td>Ecorse</td>
<td>670</td>
<td>7,087</td>
<td>$4,370</td>
</tr>
<tr>
<td>Flat Rock</td>
<td>4,216</td>
<td>8,488</td>
<td>NA</td>
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<tr>
<td>Gibraltar</td>
<td>2,334</td>
<td>4,264</td>
<td>NA</td>
</tr>
<tr>
<td>Grosse Ile Twp</td>
<td>5,665</td>
<td>10,894</td>
<td>NA</td>
</tr>
<tr>
<td>Huron Twp</td>
<td>14,334</td>
<td>9,890</td>
<td>NA</td>
</tr>
<tr>
<td>Inkster</td>
<td>265</td>
<td>2,408</td>
<td>$1,569</td>
</tr>
<tr>
<td>Lincoln Park</td>
<td>3,758</td>
<td>40,008</td>
<td>$24,612</td>
</tr>
<tr>
<td>Melvindale</td>
<td>123</td>
<td>1,204</td>
<td>$763</td>
</tr>
<tr>
<td>Riverview</td>
<td>2,796</td>
<td>13,272</td>
<td>NA</td>
</tr>
<tr>
<td>Rockwood</td>
<td>1,698</td>
<td>3,442</td>
<td>NA</td>
</tr>
<tr>
<td>Romulus</td>
<td>13,677</td>
<td>19,185</td>
<td>$16,701</td>
</tr>
<tr>
<td>Southgate</td>
<td>1,783</td>
<td>11,418</td>
<td>$3,416</td>
</tr>
<tr>
<td>South Rockwood</td>
<td>985</td>
<td>1,070</td>
<td>NA</td>
</tr>
<tr>
<td>Sumpter Twp</td>
<td>2,468</td>
<td>2,145</td>
<td>NA</td>
</tr>
<tr>
<td>Taylor</td>
<td>15,001</td>
<td>65,868</td>
<td>$37,505</td>
</tr>
<tr>
<td>Van Buren Twp</td>
<td>6,654</td>
<td>5,237</td>
<td>NA</td>
</tr>
<tr>
<td>Westland</td>
<td>671</td>
<td>3,407</td>
<td>$2,892</td>
</tr>
<tr>
<td>Woodhaven</td>
<td>4,034</td>
<td>12,530</td>
<td>NA</td>
</tr>
<tr>
<td>Wyandotte</td>
<td>219</td>
<td>2,760</td>
<td>$1,386</td>
</tr>
<tr>
<td>W-B School District</td>
<td>227</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>Wayne County</td>
<td>2,525</td>
<td>NA</td>
<td>$1,798</td>
</tr>
<tr>
<td>Wayne County Airport Authority</td>
<td>6,700</td>
<td>NA</td>
<td>$3,810</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>111,408</strong></td>
<td><strong>295,255</strong></td>
<td><strong>$130,608</strong></td>
</tr>
</tbody>
</table>

*The version originally distributed on June 26, 2006 had a math error in the allocation of costs by watershed (only); the "Total Cost" and "Percent of Total Cost" figures shown for each community were (and remain) correct.
### B.2 Eligible Members of Proposed Alliance of Downriver Watersheds

<table>
<thead>
<tr>
<th>Agency Name</th>
<th>Area (acres) in all 3 Watersheds</th>
<th>Total Population in all 3 Watersheds</th>
<th>Cost Allocation by Community</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ecorse Creek Watershed</td>
</tr>
<tr>
<td>Belleville</td>
<td>421</td>
<td>2,238</td>
<td>NA</td>
</tr>
<tr>
<td>Trenton</td>
<td>4,676</td>
<td>19,584</td>
<td>NA</td>
</tr>
<tr>
<td>TOTAL ELIGIBLE MEMBERS</td>
<td>5,097</td>
<td>21,822</td>
<td>NA</td>
</tr>
<tr>
<td>POTENTIAL TOTAL ALL MEMBERS</td>
<td>116,505</td>
<td>317,077</td>
<td>$130,608</td>
</tr>
</tbody>
</table>
APPENDIX C

2006 Budget
Alliance of Downriver Watersheds
## APPENDIX C: 2006 ADW BUDGET
### ALLIANCE OF DOWNRIVER WATERSHEDS
#### FINAL: 16 JUNE 06

<table>
<thead>
<tr>
<th>SWPPI Activity</th>
<th>Total Compliance Value</th>
<th>Grant (3) Funds</th>
<th>Wayne County In-Kind Services</th>
<th>Alliance Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>IDEP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>IDEP 1: Staff Training</td>
<td>$5,800</td>
<td>-</td>
<td>WC permit compliance</td>
<td>$5,800</td>
</tr>
<tr>
<td>IDEP 2: County-Based Complaint Response (2)</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>IDEP 3: Problem Area Identification (2)</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>IDEP 4: Advanced Investigations (2)</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>IDEP 5: Onsite Sewage Disposal System</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td><strong>Activity Category Subtotals</strong></td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>$5,800</td>
</tr>
<tr>
<td><strong>PEP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PEP 1: Distribute pollution prevention literature</td>
<td>$9,796</td>
<td>-</td>
<td>WC permit compliance</td>
<td>$9,796</td>
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<tr>
<td>PEP 2: Displays - Events &amp; Static</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>PEP 3: Environmental Hotline Promotion</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
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<tr>
<td>PEP 4: Advertisements</td>
<td>$32,200</td>
<td>WC permit compliance</td>
<td>$25,000</td>
<td>$7,200</td>
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<td>PEP 5: Fertilizer Point of Sale</td>
<td>WC permit compliance</td>
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<td>WC permit compliance</td>
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<tr>
<td>PEP 6: Workshops &amp; Demonstration Projects</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>PEP 7: Technical Advisory Committees</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>PEP 8: River Day</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>PEP 9: Volunteer Monitoring</td>
<td>-</td>
<td>See Monit 2</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>PEP 10: System Labelling/Signage</td>
<td>$1,600</td>
<td>-</td>
<td>WC permit compliance</td>
<td>$1,600</td>
</tr>
<tr>
<td>PEP 11: SE Michigan Partners Coordination</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td><strong>Activity Category Subtotals</strong></td>
<td>$25,000</td>
<td>-</td>
<td>-</td>
<td>$18,596</td>
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<tr>
<td><strong>Progress Evaluation Monitoring</strong></td>
<td>$98,663</td>
<td>IKS</td>
<td>$98,663</td>
<td>$98,663</td>
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<tr>
<td>Monit 1: Physical (1)</td>
<td>$24,029</td>
<td>IKS</td>
<td>$24,029</td>
<td>$24,029</td>
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<tr>
<td>Monit 2: Biological</td>
<td>$54,000</td>
<td>IKS</td>
<td>$54,000</td>
<td>$54,000</td>
</tr>
<tr>
<td>Monit 3: Water Chemistry</td>
<td>Not in 1st year</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Monit 4: Social Survey</td>
<td>$23,200</td>
<td>IKS</td>
<td>$23,200</td>
<td>$23,200</td>
</tr>
<tr>
<td>Monit 5: Data Handling &amp; Analysis</td>
<td>$21,600</td>
<td>IKS</td>
<td>$21,600</td>
<td>$21,600</td>
</tr>
<tr>
<td><strong>Activity Category Subtotals</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$221,492</td>
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<tr>
<td><strong>Planning &amp; Reporting (Watershed Facilitation)</strong></td>
<td>$29,800</td>
<td>IKS</td>
<td>$29,800</td>
<td>$29,800</td>
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<tr>
<td>WF 1: General Facilitation</td>
<td>$1,310</td>
<td>-</td>
<td>$1,310</td>
<td>-</td>
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<tr>
<td>WF 2: Website maintenance</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>WF 3: Watershed Data maintenance</td>
<td>$5,180</td>
<td>IKS</td>
<td>$5,180</td>
<td>$5,180</td>
</tr>
<tr>
<td>WF 4: Annual Report Sections</td>
<td>$18,180</td>
<td>IKS</td>
<td>$18,180</td>
<td>$18,180</td>
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<tr>
<td><strong>Activity Category Subtotals</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>$54,470</td>
</tr>
<tr>
<td><strong>Pollution Prevention/Watershed Management Activities</strong></td>
<td>$30,000</td>
<td>-</td>
<td>$30,000</td>
<td>$30,000</td>
</tr>
<tr>
<td>Funds for Watershed-specific activities</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>Post Construction SW Mgt - New and Redevelopment</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td>Soil Erosion Sedimentation Control</td>
<td>WC permit compliance</td>
<td>-</td>
<td>WC permit compliance</td>
<td>-</td>
</tr>
<tr>
<td><strong>Activity Category Subtotals</strong></td>
<td>$30,000</td>
<td>-</td>
<td>-</td>
<td>$30,000</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td>$1,005,358</td>
<td>$25,000</td>
<td>$650,000</td>
<td>$330,358</td>
</tr>
</tbody>
</table>

(1) Includes installation of 3 new flow monitoring sites ($45k); these one time costs would NOT be repeated in succeeding years
(2) Wayne County has a grant in hand to complete IDEP work in the downriver area and has been working with individual communities to conduct IDEP services for their SWPPI. There are still funds unallocated which could be used watershed-wide OR within individual communities.
(3) Existing grant in Rouge watershed
APPENDIX D (Page 1 of 3)

(The following is a model resolution – the essential elements are contained in the “Resolved” paragraphs which adopt the bylaws and designates the representative and alternate)

Acceptance of Membership and Adoption of Bylaws

ALLIANCE OF DOWNRIVER WATERSHEDS

WHEREAS the Charter County of Wayne, Wayne County Metropolitan Airport Authority (“Authority”), City of Allen Park, City of Dearborn Heights, City of Ecorse, City of Inkster, City of Lincoln Park, City of Melvindale, City of Romulus, City of Southgate, City of Taylor, City of Westland, City of Wyandotte within the Ecorse Creek watershed signed a Memorandum of Agreement (herein after, MOA) to form the Ecorse Creek Watershed Inter-Municipality Committee (ECIC), effective September 9, 2003 and amended January 28, 2005, to establish a permanent mechanism for communities in the Ecorse Creek watershed to cooperatively meet state storm water discharge permit requirements and encourage protection and restoration of river benefits for residents of the watershed;

WHEREAS Brownstown Township, Grosse Ile Township, Huron Township, City of Gibraltar, City of Riverview, City of Romulus, City of Southgate, City of Taylor, City of Woodhaven, City of Wyandotte, Woodhaven-Brownstown School District, Charter County of Wayne, and Wayne County Metropolitan Airport Authority within the Combined Downriver watershed signed a Memorandum of Agreement to form the Combined Downriver Watershed Inter-Municipality Committee (CDWIC), effective March 30, 2004 and amended July 16, 2004 to cooperatively meet state storm water discharge permit requirements and encourage protection and restoration of river benefits for residents of the watershed;

WHEREAS Berlin Township, Brownstown Township, Huron Township, Sumpter Township, Van Buren Township, City of Flat Rock, City of Gibraltar, City of Rockwood, City of Romulus, City of Woodhaven, Village of South Rockwood, Woodhaven-Brownstown School District, and Charter County of Wayne signed a Memorandum of Agreement to form the Lower Huron River Watershed Inter-Municipality Committee (LHRWIC), effective April 27, 2004 to cooperatively meet state storm water discharge permit requirements and encourage protection and restoration of river benefits for residents of the watershed;

WHEREAS after over two years of successful operation of all three watershed Inter-Municipality Committees, the watershed management plans must now be implemented and the Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.)
under which the existing IMCs were formed does not provide for implementing some of the required activities under the watershed management plans;

WHEREAS Watershed Alliance legislation passed the Michigan House of Representatives and the Michigan Senate and was signed into law by the Governor on January 3, 2005, as Act No. 517, Public Acts of 2004;

WHEREAS a subcommittee formed of members of the ECIC, CDWIC, and LHRWIC completed drafting of the attached Alliance of Downriver Watersheds bylaws, and the ECIC, CDWIC, and LHRWIC recommended adoption by the appropriate governing bodies of those public agencies within the three watersheds eligible for membership;

WHEREAS the formation of the Alliance of Downriver Watersheds under this new state law will provide the public agencies within the watersheds the authority to directly seek grants, enter into contracts, and manage its own resources;

THEREFORE BE IT RESOLVED that the (Insert Name of Public Entity’s Governing Body or, if appropriate, elected public official) formally adopts bylaws for, and accepts membership in the Alliance of Downriver Watersheds.

FURTHER BE IT RESOLVED that consistent with the terms of the Alliance of Downriver Watershed bylaws, the (insert the name of the public entity’s governing body or, if appropriate, elected public official) formally authorizes (Insert title of person with authority to appoint) to designate a representative and an alternate representative to the Alliance of Downriver Watersheds, and additional persons to represent the (Insert Public Entity’s Name), if needed, as an alternate to assure voting representation.

FINALLY, BE IT RESOLVED that (insert name of public entity) continuing membership will be evidenced by payment of its voluntary assessment on an annual basis to the Alliance of Downriver Watersheds.

Adopted (Date), 2006

(Certifying Official and Title)
To report the results of your agency’s official action on the bylaws, please email
Kelly Cave, Wayne County Department of Environment
kcave@co.wayne.mi.us

To formally confirm adoption of the bylaws and membership in the Alliance of
Downriver Watersheds, please send a signed, official copy of the resolution to:

Kelly Cave, P.E.
Director, Watershed Management Division
Wayne County Department of Environment
415 Clifford
Detroit, Michigan 48226
Alliance of Downriver Watersheds – 2013 Membership

Allen Park
Belleville
Brownstown Township
Dearborn Heights
Ecorse
Flat Rock
Gibraltar
Grosse Ile Township
Huron Township
Inkster
Lincoln Park
Melvindale
Riverview
Rockwood
Romulus
Southgate
Sumpter Township
Taylor
Van Buren Township
Wayne County
Westland
Woodhaven
Woodhaven-Brownstown
School District
Wyandotte
Attachment 3

Table K: Project Cost Worksheet - Summary of Estimated Costs
<table>
<thead>
<tr>
<th>TASK A: UPDATE COLLABORATIVE PUBLIC EDUCATION PLAN (PEP)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A1:</strong> Development and implementation of Public Awareness and attitudes stormwater survey</td>
</tr>
<tr>
<td><strong>A2:</strong> Develop prioritized 5-year Marketing and Communications Strategic Plan</td>
</tr>
<tr>
<td><strong>A3:</strong> Develop consensus goals and methods to assess effectiveness of ADW Collaborative PEP</td>
</tr>
<tr>
<td><strong>A4:</strong> Create Collaborative PEP</td>
</tr>
<tr>
<td><strong>TASK A TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK B: UPDATE COLLABORATIVE ALTERNATIVE IDEP</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>B1:</strong> Determine existing water quality baseline, identify IDEP priority areas, create priority map</td>
</tr>
<tr>
<td><strong>B2:</strong> Develop ADW GIS database and map outfalls and stormwater discharge points to waters of the State</td>
</tr>
<tr>
<td><strong>B3:</strong> Develop consensus goals and methods to assess effectiveness of Collaborative IDEP</td>
</tr>
<tr>
<td><strong>B4:</strong> Develop written collaborative alternative IDEP Plan and template SOPs</td>
</tr>
<tr>
<td><strong>TASK B TOTAL</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TASK C: DEVELOP POST-CONSTRUCTION RUNOFF CONTROLS, ENGINEERING STANDARDS AND ORDINANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>C1:</strong> Develop stormwater planning and design rules/guidelines</td>
</tr>
<tr>
<td><strong>C2:</strong> Coordinate with SEMCOG on any necessary updates to the Michigan LID Manual to reflect changes to MS4 rules</td>
</tr>
<tr>
<td><strong>C3:</strong> Establish a developer/engineer outreach and education program</td>
</tr>
<tr>
<td><strong>TASK C TOTAL</strong></td>
</tr>
</tbody>
</table>
### TASK D: DEVELOP COLLABORATIVE MUNICIPAL FACILITY POLLUTION PREVENTION/GOOD HOUSEKEEPING PRACTICES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>D1: Survey and prioritize ADW municipal maintenance facilities</td>
<td>$10,000</td>
</tr>
<tr>
<td>D2: Develop/update pollution prevention action plans for ADW member facilities</td>
<td>$30,000</td>
</tr>
<tr>
<td>D3: Develop Good Housekeeping/Pollution Prevention Strategy for municipal O&amp;M activities</td>
<td>$15,000</td>
</tr>
<tr>
<td>D4: Develop training program/process for educating municipal employees and contractors on IDEP &amp; GH/P2</td>
<td>$9,000</td>
</tr>
<tr>
<td>D5: Develop consensus measurable goals and methods to assess effectiveness of ADW P2 efforts</td>
<td>$15,000</td>
</tr>
<tr>
<td>D6: Develop collaborative Good House Keeping/Pollution Prevention Plan</td>
<td>$10,000</td>
</tr>
<tr>
<td><strong>TASK D TOTAL</strong></td>
<td><strong>$89,000</strong></td>
</tr>
</tbody>
</table>

### TASK E: CREATE COLLABORATIVE ADW TMDL IMPLEMENTATION PLAN

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>E1: ADW municipal facility and property green infrastructure planning (25 sites)</td>
<td>$75,000</td>
</tr>
<tr>
<td>E2: Stormwater BMP inventory, field assessment and action plan</td>
<td>$50,000</td>
</tr>
<tr>
<td>E3: Identify priority BMPs to address TMDLs and develop implementation plans</td>
<td>$106,000</td>
</tr>
<tr>
<td>E4: Develop a TMDL Monitoring Plan for assessing the effectiveness of BMPs</td>
<td>$5,000</td>
</tr>
<tr>
<td><strong>TASK E TOTAL</strong></td>
<td><strong>$236,000</strong></td>
</tr>
</tbody>
</table>

### TASK F: UPDATE MONITORING PLAN TO ESTABLISH BASELINE CONDITIONS

<table>
<thead>
<tr>
<th>Activity</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>F1: Planning, reporting, watershed data maintenance</td>
<td>$43,000</td>
</tr>
<tr>
<td>F2: Physical, biological and water quality maintenance</td>
<td>$140,000</td>
</tr>
<tr>
<td>F3: Volunteer monitoring program (benthic)</td>
<td>$58,000</td>
</tr>
<tr>
<td><strong>TASK F TOTAL</strong></td>
<td><strong>$241,000</strong></td>
</tr>
</tbody>
</table>
## TASK G: DEVELOP FRAMEWORK FOR SUSTAINABLE STORMWATER FUNDING

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>G1</td>
<td>Identify interested communities</td>
<td>$5,000</td>
</tr>
<tr>
<td>G2</td>
<td>Identify planning level ranges</td>
<td>$120,000</td>
</tr>
<tr>
<td>G3</td>
<td>Evaluate range of revenue potential</td>
<td>$20,000</td>
</tr>
<tr>
<td>G4</td>
<td>Identify top potential rate payers</td>
<td>$20,000</td>
</tr>
<tr>
<td>G5</td>
<td>Develop a framework for stakeholder involvement and public education</td>
<td>$20,000</td>
</tr>
<tr>
<td>G6</td>
<td>Seek legal advice for stormwater revenue</td>
<td>$20,000</td>
</tr>
<tr>
<td>G7</td>
<td>Develop recommendations for structuring revenue options</td>
<td>$20,000</td>
</tr>
</tbody>
</table>

**TASK G TOTAL** $225,000

## TASK H: COMPILe SAW STORMWATER MANAGEMENT PLAN

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>H1</td>
<td>Compile SWMP document per required elements</td>
<td>$40,000</td>
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</tbody>
</table>

**TASK H TOTAL** $40,000

**Grand Total:** $1,111,000
Attachment 4

Item K (2): Estimated Costs

- Huron River Watershed Council proposal
- OHM proposal
November 19, 2013

Mr. Mark Gahry, Chair  
Alliance of Downriver Watersheds  
21313 Telegraph Road  
Brownstown, MI  48183

RE: ADW Stormwater Management Plan  
Proposal for Professional Services

Dear Mr. Gahry:

The Huron River Watershed Council (HRWC) is pleased to submit this proposal for professional services to assist the Alliance of Downriver Watersheds (ADW) with development of a collaborative Stormwater Management Plan (SWMP). We have prepared this project understanding and scope of services based on our previous discussion with you and in consultation with the ADW membership.

SCOPE OF SERVICE  
Our proposed scope of services and fee schedule is below. HRWC can begin work upon authorization and will complete the recommended scope elements by April 2017.

Task A - Update Collaborative Public Education Plan (PEP) (included in proposal by OHM Advisors)

Task B – Update Collaborative Alternative IDEP (included in proposal by OHM Advisors)

Task C – Develop Post-Construction Runoff Controls Engineering Standards and Ordinances (included in proposal by OHM Advisors)

Task D – Develop Collaborative Municipal Facility Pollution Prevention/Good Housekeeping Practices (included in proposal by OHM Advisors)

Task E – Create a Collaborative ADW TMDL Implementation Plan (included in proposal by OHM Advisors)

Task F – Update Monitoring Plan to Establish Baseline Conditions

1. Plan, report and maintain monitoring data  
   $43,000

2. Monitor the watersheds for physical, biological and water quality conditions  
   $140,000
3. Coordinate volunteer collection of benthic samples $58,000

Task G – Develop a Framework for Sustainable Stormwater Funding (included in proposal by OHM Advisors)

Task H – Compile SWMP document (included in proposal by OHM Advisors)

TOTAL: $241,000

FURTHER CLARIFICATION AND ASSUMPTIONS

HRWC can provide additional services not described in this proposal for an additional fee. No additional work shall proceed without receipt of written authorization by you.

If you find this proposal acceptable, please sign below and return it to us as authorization to proceed. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information.

Very Truly Yours,

Eric K. Lawson
Watershed Planner

ADW Stormwater Management Plan

Accepted By: ____________________________________________________________

Printed Name: __________________________________________________________

Title: _________________________________________________________________

Date: _________________________________________________________________
November 19, 2013

Mr. Mark Gahry, Chair  
Alliance of Downriver Watersheds  
21313 Telegraph Road  
Brownstown, MI  48183

RE:  ADW Stormwater Management Plan  
Proposal for Engineering Services

Dear Mr. Gahry:

OHM Advisors is pleased to submit this proposal for professional engineering services to assist the Alliance of Downriver Watersheds (ADW) with development of a collaborative SAW Stormwater Management Plan (SWMP). We have prepared this project understanding and scope of services based on our previous discussion with you.

PROJECT UNDERSTANDING
The Alliance of Downriver Watersheds (ADW) is a unique organization that exemplifies teamwork at its best. With 24 members spread throughout Wayne County, the combination of municipalities has a regional perspective on improving water quality.

The ADW intends to serve its members by developing a collaborative stormwater management plan with specific components that will allow the individual member municipality to apply in their own MS4 permit requirements. A cohesive approach at a regional landscape scale has the potential to produce a more significant positive impact on the stormwater quality issues the ADW contends with than a single entity.

SCOPE OF SERVICE
OHM Advisors will provide services in conjunction with Wayne County Department of Environment. The collaborative scope is outlined under the Fee Schedule in this document with the exception of Task F which is proposed by the Huron River Watershed Council. Further details for all tasks are comprehensively included in Attachment 1 of the SAW grant application.

DELIVERABLES
- Collaborative PEP
- Collaborative IDEP
- ADW GIS database of outfalls and stormwater discharge points to waters of the State in priority IDEP areas
- Stormwater planning and design rules and guidelines
- Pollution Prevention/Good Housekeeping Practices for ADW municipal facilities
- Collaborative TMDL Implementation Plan
- Stormwater funding framework
- SAW Stormwater Management Plan (SWMP)
PROJECT SCHEDULE

OHM can begin work within one week of authorization and will complete the recommended scope elements by April 2017.

FEE SCHEDULE

Task A - Update Collaborative Public Education Plan (PEP)

A1. Development and implementation of a Public Awareness & Attitudes Stormwater Survey $30,000
A2. Develop a prioritized 5-year Marketing and Communications Strategic Plan $10,000
A3. Development of consensus goals and methods to assess effectiveness of the ADW Collaborative PEP $10,000
A4. Creation of Collaborative PEP $5,000

Task B – Update Collaborative Alternative IDEP

B1. Use available water quality data and water quality sampling (to fill in data gaps – see Task F) to determine current conditions and to identify IDEP priority areas and prepare an IDEP priority areas map. $4,000
B2. Develop an ADW GIS database and map outfalls and stormwater discharge points to waters of the State. $136,000
B3. Develop consensus goals and methods to assess effectiveness of Collaborative IDEP $15,000
B4. Develop written collaborative alternative IDEP plan and template SOPs $15,000

Task C – Develop Post-Construction Runoff Controls Engineering Standards and Ordinances

C1. Develop stormwater planning and design rules/guidelines $30,000
C2. Coordinate with SEMCOG on any necessary updates to the Michigan LID manual to reflect changes to MDEQ MS4 rules $10,000
C3. Establish a developer/engineer outreach and education program $15,000

Task D – Develop Collaborative Municipal Facility Pollution Prevention/Good Housekeeping Practices

D1. Survey and prioritize ADW municipal maintenance facilities $10,000
D2. Develop/update pollution prevention action plans for ADW member facilities $30,000
D3. Develop Good Housekeeping/Pollution Prevention Strategy for municipal O&M activities $15,000
D4. Develop training program/process for educating municipal employees and contractors on IDEP & GH/P2 $9,000
D5. Develop consensus measurable goals and methods to assess effectiveness of ADW P2 efforts $15,000
D6. Develop collaborative Good Housekeeping /Pollution Prevention Plan $10,000

Task E – Create a Collaborative ADW TMDL Implementation Plan
E1. ADW Municipal Facility & Property GI Planning $75,000
E2. Stormwater BMP inventory, field assessment and action plan $50,000
E3. Identify priority BMPs to address TMDLs and develop implementation plans $106,000
E4. Develop a TMDL Monitoring Plan for assessing the effectiveness of BMPs $5,000

Task F – Update Monitoring Plan to Establish Baseline Conditions (included in proposal by Huron River Watershed Council)

Task G – Develop a Framework for Sustainable Stormwater Funding
G1. Identify interested communities $5,000
G2. Identify planning level ranges $120,000
G3. Evaluate range of revenue potential $20,000
G4. Identify top potential rate payers $20,000
G5. Develop a framework for stakeholder involvement and public education $20,000
G6. Seek legal advice for stormwater revenue $20,000
G7. Develop recommendations for structuring revenue options $20,000

Task H – Compile SWMP document
H1. Compile SWMP document $40,000

TOTAL: $870,000

FURTHER CLARIFICATION AND ASSUMPTIONS

OHM can provide additional services not described in this proposal for an additional fee. No additional work shall proceed without receipt of written authorization by you.
CONTRACT TERMS AND CONDITIONS


If you find this proposal acceptable, please sign below and return it to us as authorization to proceed. We appreciate the opportunity to provide you with this proposal. Please feel free to contact us if you have any questions or need any additional information.

Very Truly Yours,

OHM Advisors

__________________________________
Vicki M. Putala, P.E.
Director of Environmental and Water Resources

ADW Stormwater Management Plan

Accepted By: ________________________________________________________________

Printed Name: __________________________________________________________________

Title: _______________________________________________________________________

Date: ________________________________________________________________________