

James W. Ridgway, P.E. Executive Director

Auburn Hills Beverly Hills Bingham Farms Birmingham Bloomfield Hills Bloomfield Twp.

Canton Twp.
Commerce Twp.

Dearborn Heights Farmington

Farmington Hills

Franklin Garden City

Henry Ford College

Inkster

Lathrup Village

Livonia

Melvindale

Northville Northville Twp.

Novi Oak Park

Oakland County

Orchard Lake

Plymouth

Plymouth Twp.

Redford Twp.

Rochester Hills

Romulus

Southfield

Troy

University of

Michigan-Dearborn

Van Buren Twp.

Walled Lake
Washtenaw County

Wayne

Wayne County

Wayne County Airport

Authority

West Bloomfield Twp.

Westland

Wixom

#### Cooperating Partners:

Cranbrook Institute of Science Friends of the Rouge Rouge River Advisory Council Southeastern Oakland County Water Authority

The Henry Ford
Wayne State University

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### DRAFT AGENDA EXECUTIVE COMMITTEE MEETING

November 13, 2018, 2:00 p.m. Southfield Parks & Rec. Bldg., Room 221 26000 Evergreen Rd.

- 1. Welcome Brandy Siedlaczek, Chair
- 2. Roll Call of Members (ARC Staff) and record of others present

Alliance of Rouge Communities  Executive Committee				
Officers				
Chair	Brandy Siedlaczek	Southfield		
Vice-Chair	Doug Moore	Livonia		
Treasurer	Jill Rickard	Northville Twp.		
Past Chair	Gary Mekjian	Farmington Hills		
Counties				
Oakland Co. – Rep.	Jim Nash	OCWRC		
Oakland Co. – Alt.	Jim Wineka, Jacy Garrison	OCWRC		
Washtenaw Co Rep.	Evan Pratt	WCWRC		
Washtenaw Co Alt.	Heather Rice	WCWRC		
Wayne Co Rep.	Noel Mullett	WCDPS		
Wayne Co Alt.	Vacant	WCDPS		
SWAGs				
Main 1 & 2 - Rep.	Charles Markus	Bloomfield Township		
Main 1 & 2 - Alt.	Olivia Olsztyn-Budry	Bloomfield Township		
Main 3 & 4 - Rep.	Vacant			
Main 3 & 4 - Alt.	Vacant			
Upper - Rep.	Karen Mondora	Farmington Hills		
Upper - Alt.	Doug Moore	Livonia		
Middle 1 - Rep.	Tom Casari	Northville Twp.		
Middle 1 - Alt.	Joe Akers	Novi		
Middle 3 - Rep.	Brad Ohman	Garden City		
Middle 3 - Alt.	Vacant			
Lower 1 - Rep.	Bob Belair	Canton Township		
Lower 1 – Alt.	Vacant			
Lower 2 - Rep.	Ramzi El-Gharib	Westland		
Lower 2 - Alt.	Mike Buiten	Wayne		

3.	Additio	ons or Changes to Draft Agenda		
4.	Summa	ary of June 20, 2018 Executive Committee Meeting	Action	3
5.	Execut	ive Director Report (ARC Staff)		
	A.	Grant Status Report	Information	
6.	Standiı	ng Committee Reports		
	A.	Finance Committee (Rickard, Treasurer/C. O'Meara)		
		1. A/P, A/R & Profit/Loss Report	Information	9
		2. 2018 ARC Budget Amendment Ratifications	Action	13
		<ul> <li>SAW Amendment to ECT Contract Appendix I</li> </ul>		
		EPA3 Added to ARC Budget		
		Award of ED Services contract to ECT		
		3. 2017 Audit	Action	23
		4. 2019 Budget Recommendations	Action	32
	В.	PIE (Public Involvement and Education) Committee (Markus, Chair)		
		1. Status Report	Information	
	C.	<u>Technical Committee</u> (Mondora, Chair)		
		1. Status Report	Information	
	D.	Nomination Committee (Bob Belair, Chair)	Action	
7.	Report	from Counties		
	A.	Status Report	Information	

- 8. Other Business
- 9. Summary of Executive Committee Actions (O'Meara)
- **10.** Upcoming Meetings
  - A. Full ARC Meeting 11/19/18, 1:00 p.m., Cranbrook Institute of Science, Library
- 11. Adjourn



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Novi

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Orchard Lake Plymouth

Plymouth Twp.

Redford Twp.

Rochester Hills

Romulus

Southfield

Troy

University of Michigan-Dearborn

Van Buren Twp.

Walled Lake

Washtenaw County

Wayne

Wayne County

Wayne County

Airport Authority

West Bloomfield Twp. Westland

Westland

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### DRAFT EXECUTIVE COMMITTEE MEETING SUMMARY

June 20, 2018, 11:30 a.m. Community Room, Lathrup Village

1. Welcome – Brandy Siedlaczek, Chair

### 2. Roll Call of Members

ECT took roll call of members and others in attendance. A quorum was present.

	ARC Executive Committee		
Officers			Attended Meeting
Chair	Brandy Siedlaczek	Southfield	Υ
Vice-Chair	Doug Moore	Livonia	Υ
Treasurer	Jill Rickard	Northville Twp.	N
Past Chair	Gary Mekjian	Farmington Hills	N
Counties			
Oakland Co. – Rep.	Jim Nash	OCWRC	N
Oakland Co. – Alt.	Jim Wineka, Jacy Garrison	OCWRC	Y-JG
Washtenaw Co Rep.	Evan Pratt	WCWRC	N
Washtenaw Co Alt.	Heather Rice	WCWRC	Υ
Wayne Co Rep.	Noel Mullett	WCDPS	N
Wayne Co Alt.	Vacant	WCDPS	N
SWAGs			
Main 1 & 2 - Rep.	Charles Markus	Bloomfield Township	Υ
Main 1 & 2 - Alt.	Olivia Olsztyn-Budry	Bloomfield Township	N
Main 3 & 4 - Rep.	VACANT		
Main 3 & 4 - Alt.	VACANT		
Upper - Rep.	Karen Mondora	Farmington Hills	Υ
Upper - Alt.	Doug Moore/Trisha Dotson	Livonia	Υ
Middle 1 - Rep.	Tom Casari	Northville Township	N
Middle 1 - Alt.	Joseph Akers	Novi	Υ
Middle 3 - Rep.	Kevin Roney	Garden City	N
Middle 3 - Alt.	VACANT		
Lower 1 - Rep.	Bob Belair	Canton Township	N
Lower 1 – Alt.	VACANT		
Lower 2 - Rep.	Ramzi El-Gharib/Mike Buiten	Wayne	N
Lower 2 - Alt.	Roberto Scappaticci	Romulus	N

Others Present: Annette DeMaria, John O'Meara, and Chris O'Meara, ECT Staff

### 3. Additions or Changes to Draft Agenda

There were no additions or changes to the agenda.

### 4. Summary of April 19, 2018 Executive Committee Meeting

The motion was made by Jacy Garrison, Oakland County, to accept the April 19, 2018 meeting summary. The motion was seconded by Doug Moore, Livonia, and passed unanimously.

### 5. Executive Director Report

### a. Grant Status Report

Annette DeMaria, ARC Staff, requested that the grant status report be skipped and given at the Full ARC meeting which is scheduled to immediately follow the Executive Committee meeting.

### 6. Standing Committee Reports

#### a. Finance Committee

### A/P, A/R Report - 2018 Membership Dues

Chris O'Meara reported that all dues invoices have been mailed with the second set sent out in early June. She reported that all payables have been paid to date and receivables are coming in which include dues payments and grant reimbursements.

### **SAW Funding**

John O'Meara reviewed the Friends of the Rouge volunteer time that was not eligible for reimbursement through the SAW grant and needs to be paid back to the State. ARC staff have prepared a list of these costs that have been submitted to MDEQ for their approval of the amount. Once this is confirmed ARC Staff will withhold the amount from the next reimbursement request to pay back the money to the SAW. J. O'Meara reported that the SAW contract was not very clear in the wording on what could be used as matching funds, as volunteer time is eligible on other grants. ARC staff is recommending that ARC communities submit their time spent on SAW activities to go towards the ARC's portion of the match moving forward. The SAW match can include expended costs by member communities. It is important to know that this issue, in addition to the past Wayne County overhead charges, is recognized by the State as an error and not an issue of non-compliance. This is important for the ARC accountants to document as the ARC moves forward with new grant applications.

### 2018 ARC Budget Adjustment

J. O'Meara reviewed the adjustment to the budget to move the remaining required SAW match and the amount needed to pay back the costs associated with the volunteer time. This adjustment transfers budget from OC1, FC1 & 2, PIE 1 & 2 and TC2, 3 & 4 to a new line item. The PIE2 and TC activities in this adjustment are the permit cycle activities and can be completed in future years of the 5-year permit cycle. The PIE1 and OC reduction includes Executive Director staff time that ECT has committed to providing the same service at the reduced budget.

The motion was made by Doug Moore, Livonia, to recommend to the Full ARC the approval of the 2018 Budget Adjustment reducing or freezing activities under OC1, FC1, FC2, PIE1, PIE2 ad TC2-4 to accommodate the required SAW match. The motion was seconded by Jacy Garrison and passed unanimously.

### **County Contributions**

ARC staff was asked by the officers to review the in-kind services being provided by the counties to determine if these obligations were being fulfilled. Annette DeMaria reviewed the ARC policy for Measuring In-kind Contributions of Counties. The policy does give a formula for the ARC to assess a

monetary amount for dues if in-kind services cannot be provided. Both Oakland and Washtenaw County representatives stated that the monetary dues would be difficult, and they felt that their existing efforts (such as holding the Water Festival and hosting IDEP training) were satisfying the in-kind services requirement. In the early years during the Rouge grant in-kind services by the County's was common as they were more involved in the operations of the ARC. ARC Staff will work with the County's to look at what current or additional activities can be used toward meeting the Collaborative PEP (or other aspects of the ARC's scope of work).

### RFP for 2019 ED Services

John O'Meara reviewed the draft of the RFQ for the 2019 ED Services along with the costing sheets that will be used. The RFQ will include operational activities along with the estimated hours, and PIE/Technical activities on both an annual and 5-year cycle. The review committee will consist of the ARC Chair (Brandy Siedlaczek), Vice Chair (Doug Moore), Past Chair (Karen Mondora serving for Gary Mekjian), Treasurer (Jill Rickard) and one each from Wayne County (Bob Belair), Oakland County (Charles Markus) and Washtenaw County (Heather Rice).

### **2019 Dues Increase**

There was a discussion on whether the Executive Committee still felt that there should be a 2% dues increase beginning in 2019 and the committee agreed that this motion should still go to the Full ARC.

### b. Organization Committee

There was nothing new to report.

### c. PIE (Public Involvement and Education) Committee

Charles Markus reported that we have restocked the pet waste containers, clips, several public ed printed materials, and posters. There were also black eyed susan seeds left from last year so those are being offered for spring/summer with no additional cost to members. The ARC banners have started making the rounds of the watershed with an email going out to reserve it for the 2-week period.

#### d. Technical Committee

Karen Mondora reported that updates were reviewed for the IDEP Plan and an IDEP training was held April 12 with 58 attendees (40 were ARC members). IDEP screening is going on. Training in October 2018 is being hosted by SEMCOG and will include pollution prevention and good housekeeping best practices and IDEP investigation.

Annette DeMaria discussed the permit comments that communities received from the MDEQ. An extension was received by all communities with a new date of a response by July 13. ARC Staff will be meeting with all permit communities over the next several weeks to review the response to the MDEQ comments.

#### e. Nomination Committee

Chris O'Meara informed the Committee that Bob Belair volunteered to chair the Nomination Committee for the 2019-2020 officer positions.

### 7. Report from Counties

The county reports were not given due to time constraints, but they will be given at the Full ARC meeting (held immediately after the EC meeting).

### 8. Summary of Executive Committee Actions

- The motion was approved to accept the April 19, 2018 meeting summary.
- The motion was approved to forward to the Full ARC the 2018 budget adjustment reducing or freezing activities under OC1, FC1 & 2, PIE1 & 2, and TC 2-4 to accommodate the required SAW match and repayment.

### 10. Upcoming Meeting(s)

• Full ARC Meeting, June 20, 1:30 p.m. – 3:30 p.m., in Lathrup Village.

### 11. Adjourn

The motion to adjourn the meeting was made by Charles Markus, Bloomfield Twp., and seconded by Doug Moore, Livonia. The motion passed.

### ARC Executive Committee Attendance List

Meeting Date: 0/20/18

Name		Community	Attended	Initials
Akers	Joseph	Novi	X	JAA
Belair	Bob	Canton Township		
Buiten	Mike	Wayne		
Casari	Tom	Northville Township		
DeMaria	Annette	ECT		M
Dotson	Trisha	Livonia		
Fellrath	Patrick	Plymouth Township		
Garrison	Jacy	Oakland County		16
Hysinger	Angela	Bloomfield Township		
Markus	Charles	Bloomfield Township		CIM
Mekjian	Gary	Farmington Hills		
Melistas	George	Novi		
Mondora	Karen	Farmington Hills	X	#M
Moore	Doug	Livonia		<u>A</u>
Mullett	Noel	WCDPS		
Nash	Jim	Oakland County		<del></del>
O'Meara	John	ECT	Z Z	Just
			,	4

Meeting Date: 6/20//8

	Community	Attended	Initials
Evan	Washtenaw County Water Resour		
Meghan	ECT	V	M
Heather	Washtenaw County Water Resour		
Jill 	Northville Township		
Jim	ECT		
Don	Livonia		
Kevin	Garden City		
Roberto	Romulus		
Brandy	Southfield	Ø	<u> B</u> S
Barb	Farmington Hills		***************************************
Tom	Livonia		***************************************
Jim	Oakland County		######################################
			**************************************
	•••••••••••••••••••••••••••••••••••••••		
	Meghan  Heather  Jill  Jim  Don  Kevin  Roberto  Brandy  Barb	Evan Washtenaw County Water Resour  Meghan ECT  Heather Washtenaw County Water Resour  Jill Northville Township  Jim ECT  Don Livonia  Kevin Garden City  Roberto Romulus  Brandy Southfield  Barb Farmington Hills  Tom Livonia	Evan Washtenaw County Water Resour  Meghan ECT  Heather Washtenaw County Water Resour  Jill Northville Township  Jim ECT  Don Livonia  Kevin Garden City  Roberto Romulus  Brandy Southfield  Barb Farmington Hills

2:32 PM 11/09/18 **Accrual Basis** 

# Alliance of Rouge Communities Profit & Loss Budget vs. Actual December 2017 through December 2018

	Dec '17 - Dec 18	Budget
Ordinary Income/Expense Income		
47200 · Program Income 4788 · 2018 ARC Membership Dues	316,477.00	316,476.00
Total 47200 · Program Income	316,477.00	316,476.00
48000 · Grants 48811 · FS1 US Forestry EAB Restoration 48905 · WCGL1 Inv Spec Col 2014 48907 · SAW1 Stormwater Permit app 2015 4890701 · SAW Repayment to State 48907 · SAW1 Stormwater Permit app 2015 - Ot	0.00 0.00 40,707.52 356,419.15	0.00 1,000.00 750,000.00
Total 48907 · SAW1 Stormwater Permit app 2015	397,126.67	750,000.00
48911 · GLC PAC Support 9 RRAC Fac17-18 48912 · GLC PAC Supt 10 RRAC Fac18-19 48914 · SAW Grant Match-contrib recvd 60665 · WC EPA1 HFE Fishway 60666 · WC EPA2 Oxbow Phase 3 60667 · EPA3 Tamarack/Johnson Creek 60668 · FS3 2017 USDA Forest Service	20,186.79 0.00 13,579.55 118,085.52 24,506.78 15,710.00 2,342.50	20,186.79 28,690.00 225,000.00 200,000.00 583,220.00 100,000.00
Total 48000 · Grants	591,537.81	1,908,096.79
Total Income	908,014.81	2,224,572.79
Expense 60400 · ARC Awards and Grants 60410 · Executive Director Services 60410.1 · OC1-Exec. Dir. Services	48,461.33	90,000.00
Total 60410 · Executive Director Services	48,461.33	90,000.00
60420 · Public Involv. & Education Com. 60420.1 · PIE1-Col PEP/PPP Annual act. 60420.2 · PIE2-Col PEP/PPP 5yr activities 60420 · Public Involv. & Education Com Other	26,432.83 0.00 15.00	45,560.00 25,016.00
Total 60420 · Public Involv. & Education Com.	26,447.83	70,576.00
60430 · Technical Committee 60432.1 · TC1-Col IDEP/TMDL annual 60432.2 · TC2-Col IDEP/TMDL 5yr 60432.3 · TC3-5 yr large scale outfall 60432.4 · TC4-5 yr large scale monitoring	25,888.09 0.00 0.00 0.00	79,600.00 11,384.00 25,755.00 34,650.00
Total 60430 · Technical Committee	25,888.09	151,389.00
604606 · SPAC9-RRAC Facilitation 2017 604607 · SPAC10 RRAC Facilitation 2018 60602 · FS3 - US Forestry EAB2017 60662 · SAW1 - SW permits	20,186.81 1,226.35 4,376.12	12,000.00 20,690.00 100,000.00
6066201 · SAW Grant PEP Plan 6066202 · SAW Grant IDEP Plan 6066203 · SAW Grant GH/P2 6066204 · SAW Grant Admin 6066207 · SAW Grant TMDL 6066208 · SAW Grant SW Fund Frm 6066209 · SAW Ecosystem monitoring	5,708.33 130,080.15 831.25 19,543.82 134,752.51 53,317.03 134,101.18	
999995 · SAW Grant Match-contrib submit 999996 · SAW Grant match-contrib recvd 60662 · SAW1 - SW permits - Other	-10,184.66 13,579.55 0.00	750,000.00
Total 60662 · SAW1 - SW permits	481,729.16	750,000.00

2:32 PM 11/09/18 **Accrual Basis** 

# Alliance of Rouge Communities Profit & Loss Budget vs. Actual December 2017 through December 2018

	Dec '17 - Dec 18	Budget
60663 · WCGL1 - WC Inv Species Collab.	0.00	1,000.00
Total 60400 · ARC Awards and Grants	608,315.69	1,195,655.00
606651 · WC EPA1 HFE Fishway	110,711.94	225,000.00
606652 · WC EPA2 Oxbow Phase 3	21,965.50	200,000.00
606653 · EPA3 Tamarack/Johnson Creek	15,710.00	150,000.00
60900 · Business Expenses	49.00	
62100 · Contract Services		
62110 · FC1-Accounting Fees	17,394.00	18,000.00
62140 · FC1-Legal Fees	0.00	2,000.00
65120 · FC2-Insurance - D&O	936.00	1,500.00
65121 · Mailbox and web hosting fee	378.55	1,250.00
Total 62100 · Contract Services	18,708.55	22,750.00
65100 · Other Types of Expenses		
65160 · Other Costs	25.00	
Total 65100 · Other Types of Expenses	25.00	
Total Expense	775,485.68	1,793,405.00
Net Ordinary Income	132,529.13	431,167.79
Net Income	132,529.13	431,167.79

2:35 PM 11/09/18

# Alliance of Rouge Communities A/P Aging Summary As of November 9, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
David Chapman Agency	961.00	0.00	0.00	0.00	0.00	961.00
Environmental Consulting & Technolo	27,515.10	0.00	0.00	0.00	0.00	27,515.10
Friends of the Rouge	2,000.00	0.00	0.00	0.00	0.00	2,000.00
Wayne County - DOE	0.00	5,034.00	0.00	0.00	0.00	5,034.00
TOTAL	30,476.10	5,034.00	0.00	0.00	0.00	35,510.10

2:34 PM 11/09/18

# Alliance of Rouge Communities A/R Aging Summary As of November 9, 2018

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
MDEQ SAW Grant	24,901.25	0.00	0.00	0.01	-0.01	24,901.25
Oak Park	0.00	0.00	0.00	0.00	182.00	182.00
Pontiac	0.00	0.00	0.00	0.00	0.00	0.00
Wayne County Airport Auth	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL	24,901.25	0.00	0.00	0.01	181.99	25,083.25

# Alliance of Rouge Communities ECT-ARC 2013 Contract, Appendix I Scope of Services for SAW Grant - Stormwater Management Plans, Monitoring & Funding 2<sup>nd</sup> Amended Environmental Consulting & Technology, Inc. May 1, 2015 – October 1, 2018

The total compensation for this scope of services is increased by \$72,749 to \$1,520,812. The ARC will be reimbursed by SAW for this cost minus the grant match requirement. All additional scope is presented in bold italics within the document and scope items removed are crossed out.

On April 4, 2018, the MDEQ sent the letters requesting additional information, clarification, and in some cases changes to the stormwater permit applications for 29 ARC members. ECT will prepare the application updates and response letters and submitted them to MDEQ by the due date (July 13, 2018).

Based on interactions with MDEQ grant staff, an executive summary of the grant funded activities will be developed to describe the deliverables completed under the grant. This is needed because MDEQ grant staff are not accustomed to a grant associated with multiple stormwater management plans and monitoring efforts (when they communicate with the ARC, they refer to one stormwater management plan instead of multiple plans).

Based on input from the Technical Committee, the following changes in activities will be carried out by ECT:

- Develop a SAW Grant Close Out Executive Summary (1 2 pages);
- Update the permit applications for 29 communities, develop responsiveness summaries and upload updated documents to MiWaters; and
- Remove field activities associated with monitoring dissolved oxygen at 5 sites.

The ARC will be 100% reimbursed by the SAW grant for all work associated with the current and amended scope less the required match that has already been set aside in the 2018 budget.

### The Project:

The ARC is received a SAW grant in late 2015 to support development of member stormwater permit applications, as well as conduct ecosystem monitoring and develop a framework to finance stormwater projects at the local level.

**DESCRIPTION OF ANTICIPATED ACTIVITIES:** The SAW scope of work is composed of 6 tasks:

Task 1. Public Education Planning

- Task 2. IDEP Planning
- Task 3. Municipal Facility Pollution Prevention/Good Housekeeping Planning
- Task 4. TMDL Planning
- Task 5. Ecosystem Monitoring
- Task 6. Stormwater Funding Framework

### SAW Grant Executive Summary

Staff will develop an executive summary outlining all the SAW Grant deliverables for MDEQ. This will be used to tie the different grant task deliverables into one "grant summary" for reporting purposes.

### Task 1. Public Education Planning

- 1a. Public Participation Plan
  - Develop a procedure for public input on the member stormwater management plans.
- 1b. Collaborative Public Education Plan
  - Complete the plan with an estimate of cost to implement.
  - Negotiate as needed with MDEQ to come to consensus on plan content.
- 1c. Public Attitudes Survey
  - Develop and implement a stormwater attitudes and awareness public survey.
     Results from the survey will be compared to previous surveys to determine the change in the public's attitudes. These results will be summarized in a report and provided to the MDEQ.

### Task 2. IDEP Planning

- 2a. Collaborative IDEP Plan
  - Complete the plan with an estimate of cost to implement.
  - Negotiate as needed with MDEQ to come to consensus on plan content.
- 2b. Ordinance Review
  - Review each community's existing ordinances to identify compliance with MDEQ's IDEP Ordinance requirements.
  - Suggest modifications to existing ordnances as needed and provide to each community.

#### **IDEP Methods Review**

ARC staff will FOIA the MDEQ to obtain the last two stormwater progress reports submitted by Macomb County communities. The progress reports will be reviewed; and the number of identified illicit connections will be tallied and compared to the number found by the ARC during the same timeframe. The resulting data will be summarized in a written memo which may be used in permit negotiations with the MDEQ.

### **Outfall Screening**

ED staff will review available information and develop a list of priority outfalls that require sampling. This will include review of the 2017 monitoring data, outfall characteristics, proximity to recreation areas, history of the area, and the previous IDEP report for each community (see

IDEP Plan, page 9). A list of priority outfalls will be developed for each community with the rationale for selection.

Each priority outfall will be inspected and sampled for E. coli according to the procedures outlined in Attachment C of the IDEP Plan. The resulting data will be analyzed, and suspicious discharges will be identified (see IDEP Plan, pages 9-10). A summary report will be developed for each community which identifies the outfalls screened, screening data, sampling results and suspicious discharges. In addition, a watershed-wide summary report will be prepared that identifies the suspicious outfalls across the watershed. For budgeting purposes, it is assumed that 450 outfalls will be screened and half of them will be discharging and subject to E. coli sampling.

### Deliverables:

- Priority outfall spreadsheet (by community)
- Outfall screening reports (by community)
- Suspicious discharge report (watershed wide)

### Task 3. Municipal Facility Pollution Prevention/Good Housekeeping Planning

### 3a. Municipal Facilities

- Inventory Municipal facilities prioritize for their potential impact on stormwater, and map stormwater controls on an aerial.
- Identify high priority facilities and develop a facility pollution prevention plan for each.

### 3b., 3c., and 3d. Storm Sewer System Maintenance

- Develop common and individual community SOPs for system maintenance.
- Prioritize street sweeping and catch basins and other controls for maintenance on a community basis.
- Review and update the Greater Lansing Area BMP manual to ensure applicability to ARC members.

#### 3e. Assessment

 Develop consensus measurable goals and methods to assess effectiveness of the GH/P2 efforts.

### 3f. GH/P2 Training

• Develop a procedure for training municipal employees on GH/P2 and IDEP topics. The procedure will include a schedule and available training mechanisms.

### 3g. Contractor Requirements

- Identify what communities are currently using.
- Develop a one or more procedures for notifying contactors of the municipality's GH/P2 procedures and providing oversight to ensure these procedures are followed.

### 3h. Construction Runoff SOPs

 Develop permittee-specific standard operating procedures (SOPs) for managing stormwater from construction sites.

### **SWPPP Inspections**

As requested by municipalities, high priority facilities will be inspected as required in stormwater pollution prevention plans. Inspections will be conducted by ARC staff or a subcontractor (i.e.: the community's MS4 consultant). In areas that are found to be inconsistent with the SWPPPs, recommendations for improvement will be provided. The inspection results will be documented for each facility and provided to the owner. For budget purposes, 20 facility inspections are assumed.

### Task 4. TMDL Implementation Plan

- Develop a collaborative TMDL plan.
- Negotiate as needed with MDEQ to come to consensus on plan content.

### Task 4.1 Stormwater Management Plan Compilation

The permittee-specific and collaborative items from Tasks 1 – 4 above, along with the permittees' approach to the post-construction stormwater management ordinance requirements, make up their stormwater permit application and Stormwater Management Plan. The ED will compile all documents into a Stormwater Management Plan for each member in preparation for submission to the MDEQ by April 1, 2016. The scope of work also includes meetings with the Technical and PIE committees, the individual member communities, MDEQ, and other stakeholders as deemed necessary to complete the tasks. Project and grant administration is also included in this scope of work.

### **MDEQ Application Responses and Update**

Staff and subconsultants (HRC, OHM, JA) will provide updates to all community stormwater permit applications and supporting documentation based on the MDEQ letters. Additionally, staff and subconsultants will draft MDEQ letter responses for communities to send to the MDEQ. This work will be completed working with the communities and submitted by July 13, 2018.

### Task 5. Ecosystem Monitoring

- Develop a sustainable monitoring plan that is expected to include Flow Monitoring,
  Dissolved Oxygen Monitoring, Macroinvertebrate Monitoring, and grab samples for E.
  coli, total suspended solids, and phosphorus. Grab sample collection may be completed
  with volunteers to minimize costs and support public education efforts.
  - Draft and enter into agreements with subcontractors (laboratory) and partners (USGS, FOTR).
  - Conduct monitoring.
  - Analyze data.
  - Prepare multiple technical reports and one summary report.
- A. Additional monitoring activities being preformed ARC staff have been and are conducting the flowing additional activities associated with the SAW monitoring task:
  - Wayne County Construction Permit for stream gage installation. One of the locations required permitting by Wayne County. Therefore, staff collaborated

with Wayne County and USGS to develop the permit application package and permit fee.

- Supply flow monitoring equipment to USGS. Flow monitoring equipment was rented for USGS in order to meet monitoring needs and deadlines.
- Communication with MDEQ regarding the DO impairments and potential delisting. Staff worked with MDEQ to review existing data to assist in the potential delisting of segments of the Rouge River
- Staff have added flow monitoring at 10 sites over the 20 weeks to help with flow duration curve development.
- Staff will be sampling at 90 sites instead of 70 sites originally proposed in order to refine and provide better rational to MDEQ on the Collaborative IDEP Plan.

### B. Dissolved oxygen monitoring

ARC staff has discussed with MDEQ Surface Water Assessment staff the data needed to remove portions of the Rouge River from the impaired waters list for low dissolved oxygen conditions. ARC staff will develop a sampling plan for MDEQ review and approval. ARC staff will secure a permit/permission to install dissolved oxygen probes at six road crossings. Currently, the following sites are anticipated:

- 1. Main Branch at 7 Mile Road (M15)
- 2. Ingersol Creek at Meadowbrook Road (MD18)
- 3. Bell Branch at Inkster Road (U03)
- 4. Upper Branch at Graham Road (U05)
- 5. Tonquish Creek at Wayne Road (MD03)
- 6. Johnson Creek at Napier Road (MD13)

Each of these locations is upstream of uncontrolled combined sewer outfalls as required by MDEQ.

Hourly dissolved oxygen readings will be recorded on a continuous basis at each location for a minimum of 2 months. Monitoring will include a variety of weather conditions (dry and wet) as required by MDEQ. Following the collection period, the probes will be removed and the site restored to previous conditions. The data will be summarized in a report and submitted to MDEQ to determine if the streams can be removed from the impaired waters list for due to low dissolved oxygen levels.

### C. Bacterial source tracking analysis

ARC staff will

- Secure a laboratory to provide bacterial source tracking analysis to determine the presence of human DNA in water samples;
- Provide a standard operation procedure for sample collection; and
- Analyze up to 60 samples, and
- Assist in interpreting the results.

Samples will be collected and shipped to the lab by Wayne and Oakland county staff. Sample collection will be conducted during dry weather conditions. The results will be

summarized by each county. The sample collection and written report will be conducted using other funding sources.

### **Task 6. Stormwater Funding Framework**

In lieu of working with the Alliance of Downriver Watersheds (who were not awarded a SAW grant), the ARC will build upon efforts being led by the Oakland County Water Resources Commissioners Office who is seeking legislative relief for communities to implement stormwater utilities. Based on their progress, the ED will

- (6a) Identify members who are interested in pursuing a stormwater utility. For two or three of these members, we will
- (6b) Analyze land cover data sets.
- (6c) Identify revenue potential and top rate payers for the communities.
- (6d) Develop a public outreach framework.
- (6e) Obtain legal advice.
- (6f) Prepare funding recommendations.

### Deliverables:

- Collaborative PPP
- Collaborative PEP
- Public Attitude Survey Report
- Collaborative IDEP
- Permittee-specific Assessment of IDEP-related Codes/Ordinances
- Suggested language to modify existing ordinances (permittee-specific)
- Stormwater Outfall Map
- Permittee-Specific Municipal Facility Pollution Prevention Plans
- Permittee-Specific Catch Basin Prioritization Maps
- Permittee-Specific Street Sweeping Prioritization Maps
- GH/P2 SOPs
- Employee Training Plan
- Contractor GH/P2 Awareness and Oversight Procedures (permittee-specific)
- Collaborative TMDL Implementation Plan
- Monitoring Reports (technical reports and one summary report)
- Stormwater funding framework for two or three communities including a public outreach plan.
- Quarterly status reports
- MDEQ MS4 Community Permit Application Updates (and Response Letters)
- Grant Close Out Executive Summary



### ALLIANCE OF ROUGE COMMUNTIES FINANCE COMMITTEE

### 2018 BUDGET AMENDMENT: Executive Committee Amendment 3

Working together, restoring the river

**REQUEST DATE:** September 6, 2018

LINE ITEM: EPA3

**COMMITTEE MAKING REQUEST:** Finance Committee

#### **BACKGROUND:**

The EPA awarded a GLRI grant in the amount of \$583,220 to the ARC on 6/01/18. The project period is from 6/01/18 until 11/30/19. This grant is for the Rouge River AOC Habitat Design Projects at Tamarack Creek in Southfield and Johnson Creek Fish Hatchery Park in Northville. The ARC will develop project designs for future implementation.

The Tamarack Creek Stream and Wetland Restoration project, when implemented, will produce the following outputs:

- 2 acres of restored wetland
- 2 acres of created wetland

- 3,600 feet of restored stream
- 20 constructed habitat structures

The Johnson Creek Fish Hatchery Restoration project, when implemented, will produce the following outputs:

- Naturalize 400 feet of streambank
- Plant 30 native riparian trees

- Connect 0.5 acres of backwater habitat (the pond) to Johnson Creek
- Restore 0.2 acres of riparian habitat

### **DESCRIPTION:**

### Task 1. Grant Reporting/Administration/Public Outreach - Overall Grant/Projects

- Grant management and outreach
- HASP and QAPP
- Presentation with fact sheet for a public workshop in Northville on Fish Hatchery and
- Southfield on Tamarack.
- Preparation of a final report summarizing all completed activities and achieved outcomes.

### Task 2. Preliminary Engineering & Field Investigation

- Topographical & Bathymetric Survey
- Hydrologic and Hydraulic
   Wetland Delineation & Vegetative
   Mapping
- Geotechnical Investigation

- Sediment Sampling
- T/E Species Survey
- Herpetological Assessment
- Biological Monitoring

### Task 3. Design/Permitting

Complete the planning, engineering, and design collaboration to produce 30 percent design drawings. Following review and feedback, the design will be advanced to 50 percent. This will be repeated for a 95 percent design. Final plans and specifications will be developed following the last review. Work to obtain the joint permit application from MDEQ, including a pre-application meeting and the completion of an application for permit. Designs will incorporate:

- Cross-sectional Dimensions
- Wetland Restoration Approaches
- Grade Control Design
- Pond (Backwater) Restoration
- Surface runoff

- MDEQ Joint Application Permit
- MDOT Meetings to outline requirements, needs and expectations
- Basis of Design (BOD) for use in permitting and approvals

### **Task 4. Contract Documents & Contractor Selection**

The design plans and technical specifications will be finalized into the construction contract documents to be used for bidding by member communities and incorporate all contractual front-end specifications, and all EPA grant requirements (signage, Davis Bacon, etc.). The ARC will also aid in the procurement of qualified contractors for each construction project by preparing for a pre-bid meeting, including a site visit; responding to questions for clarification on the documents; preparing, as needed, addendum for the bid process; analyzing the contractors' bids; and a budget versus bid analysis.

### Task 5. Construction Oversight (potential future)

The ARC may provide construction oversight to confirm the project is being constructed in accordance with the project plans and specifications and to provide professional recommendations to potential field modifications.

**RATIONALE (including why needed):** Once this grant project is implemented, these designs will address three Beneficial Use Impairments (BUIs) associated with fish and wildlife habitat: Degraded Fish and Wildlife Populations, Degradation of Benthos, Loss of Fish and Wildlife Habitat. These designs will allow future funding to construct the project.

**BUDGET (including how the amount requested was established):** This amendment will add \$583,220 to the 2018 budget with any budget remaining at the end of 2018 incorporated into the 2019 budget as the project period is 6/1/18-11/30/19. The ARC will be reimbursed by 100% grant funds for this line item and it will not require any additional funds from the ARC.

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:** Work will be completed by the ARC Executive Director Staff and the Technical Committee Chair will oversee this task on behalf of the ARC.





October 10, 2018 Email vote:

Yea - 23 Nay - 0

21

DEPARTMENT OF PUBLIC SERVICES KAREN MONDORA, P.E., DIRECTOR

October 2, 2018

Alliance of Rouge Communities Executive Committee

RE: ARC Executive Director Services – Request for Proposals

A request for proposals for Executive Director and Operational and Technical Support Services was posted to the Michigan Intergovernmental Trade Network (MITN) on August 13, 2018. Two submittals were received on September 11<sup>th</sup> and a decision was made to issue an addendum and extend the deadline by one week to allow the opportunity to receive additional proposals. Two proposals were then opened on September 18<sup>th</sup>. The review panel chosen by the ARC included seven (7) members of the Executive Committee: Brandy Siedlaczek (Chair), Douge Moore (Vice-Chair), Jill Rickard, (Treasurer), Karen Mondora (Serving for Past Chair), Bob Belair (Wayne County representative), Charles Markus (Oakland County Representative), and Heather Rice (Washtenaw County representative). The respondents included Environmental Consulting and Technology, Inc (ECT) and a team comprised of Friends of the Rouge, OHM Advisors, and Natural Community Services (FOTR/OHM/NCS). Brandy recused herself due to a potential conflict of interest as she also serves on the FOTR Board of Directors.

The committee members used the evaluation scoring criteria noted in the RFP and prepared independent evaluations. The scores were then compiled and a conference call was held on October 2 to review the scores and make a recommendation. The committee unanimously recommends award of Executive Director Services to ECT subject to successful negotiation of a terms of service agreement. Key factors in this decision include the familiarity, longevity, and experience of ECT staff with the ARC organization. The estimated five-year cost associated with scope of work by ECT fits within the projected ARC budget.

The committee members welcome any questions or comments on the recommendation.

Sincerely,

Karen Mondora, PE

Cc:

Bob Belair

Charles Markus
Doug Moore

en Mondon

Heather Rice

Jill Rickard

attachment

### **Evaluation Scoring Criteria**

	Maximum Points	ECT	FOTR
Project Experience			
Executive Director Operational and Assistance Services	20		
MS4 Public Information and Education (PIE) Support Services	10		
MS4 Technical Support Services	15		
Other Technical Support Services (Env. Eng/Ecologh/Restoration)	5		
Rouge River AOC Habitat Restoration Services	5		
Cost and Anticipated Hours	5		
Key Staff Qualifications	25		
ARC/Rouge River Knowledge	15		
TOTAL	100		

### Results of Independent Evaluations from RFQ Subcommittee

RFQ Subcommittee		
Results		
	ECT	OHM/FOTR
Charles Markus	89	87
Heather Rice	88	85
Jill Rickard	98	88
Bob Belair	93	71
Doug Moore	100	83
Karen Mondora	89	76
AVERAGE	92.	7 81.7

### TINA L. CUSAC

10317 DURHAM RD. CLARKSTON, MI 48348
C: 248.895.3164 F: 248.575.4224 E: TLCUSAC@AOL.COM

### ALLIANCE OF ROUGE COMMUNITIES

# INDEPENDENT AUDITOR'S REPORT AND FINANCIAL STATEMENTS

FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

### INDEPENDENT AUDITOR'S REPORT

### FINANCIAL STATEMENTS -

Statement of Financial Position Statement of Activities Statement of Cash Flows Notes to the Financial Statements

### ALLIANCE OF ROUGE COMMUNITIES STATEMENTS OF FINANCIAL POSITION DECEMBER 31, 2017 AND 2016

### **ASSETS**

	2017	 2016
CURRENT ASSETS:  Cash and cash equivalents  Accounts receivable  Inventory  Prepaid expenses	\$ 142,269 290,060 420	\$ 282,358 153,057 400
TOTAL ASSETS	<u>\$ 432,749</u>	\$ 435,815
LIABILITIES AND	NET ASSETS	
CURRENT LIABILITIES: Accounts payable Other payable	\$ 222,475 89,070	\$ 177,275 
TOTAL LIABILITIES	311,545	177,275
NET ASSETS - unrestricted	121,204	 258,540
TOTAL LIABILITIES AND NET ASSETS	\$ 432,749	\$ 435,815

## ALLIANCE OF ROUGE COMMUNITIES STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
REVENUE:	\$ 263,460	\$ 251,432
Membership Dues	831,283	\$ 251,432 801,279
Grants	9,235	21,627
Contributions		
Rain Barrel Sales, net of costs of \$400 and \$50	1,103,603	
Total Revenue	1,103,003	1,074,313
EXPENSES:		
Organization Committee		
Executive Director Services	92,658	84,007
Public Involvement and Education Committee		
Green Infrastructure Campaign	505	17,848
Public Education Materials	15,835	19,891
Website Maintenance	35	3,148
Watershed Steward. & Reporting/Septic System	2,681	810
Public Education Campaigns	-	15,264
Other	43,592	-
Total Public Involvement and Education Committee	62,648	56,961
Technical Committee	*	
Rouge River Watershed Monitoring Activities	34,220	46,711
ARC Collaborative IDEP and E. coli TMDL Plan	50,592	52,271
Pursuing Grant Opportunities	•	6,325
Other	4,884	
Total Technical Committee	89,696	105,307
Event		
GLR Breakfast	•	6,891
GLRI Projects		
Restoring Tree Canopy in the Rouge River	-	89,646
Invasive Species Control in the Rouge and Detroit Rivers	11,044	
Henry Ford Estate Dam Fishway	48,002	
Rouge Oxbow Restoration Phase 3	33,042	
Total GLRI Projects	92,088	98,445
MDEQ/Great Lakes Commission Projects		
RRAC Facilitation 2015	-	15,712
RRAC Facilitation 2016	14,671	15,208
RRAC Facilitation 2017	8,795	
Stormwater, Asset Management and Wastewater	753,368	
Total Great Lakes Commission Projects	776,834	468,455

# ALLIANCE OF ROUGE COMMUNITIES STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

	2017	2016
NOAA Projects		
Henry Ford Estate Dam Fish Passage	80,132	234,002
Erb Family Foundation		
Reorganization Investigation with Friends of the Rouge	381	1,342
General		
Legal and Accounting	18,413	14,849
Registration Fees	-	-
Insurance	923	910
Other	615	480
Total General	19,951	16,239
Total Expenses	1,214,388	1,071,649
CHANGE IN NET ASSETS	(110,785)	2,664
NET ASSETS - beginning of year	258,540	255,876
Prior period adjustment	(26,551)	
NET ASSETS - end of year	<u>\$ 121,204</u>	\$ 258,540

# ALLIANCE OF ROUGE COMMUNITIES STATEMENTS OF CASH FLOWS FOR THE YEAR ENDED DECEMBER 31, 2017 AND 2016

	2017			2016
CASH FLOW TO OPERATING ACTIVITIES:				
CHANGE IN NET ASSETS	\$	(110,785)	\$	2,664
Changes in operating assets and liabilities which				
increase (decrease) cash flow -				
Accounts receivable		(137,003)		197,887
Inventory		400		50
Prepaid expenses		(420)		-
Accounts payable		45,200		(72,703)
Other payable		62,519		
NET CASH FROM OPERATING ACTIVITIES	\$	(140,089)	\$	127,898
NET INCREASE (DECREASE) IN CASH AND	_		4	4.000.000
CASH EQUIVALENTS	\$	(140,089)	\$	127,898
CASH AND CASH EQUIVALENTS				
BALANCE - beginning of year		282,358		154,460
BALANCE - end of year	\$	142,269	\$	282,358
Supplemental disclosures of cash flow information:				
Cash paid during the year for:				
Interest	\$	_	\$	-
Income taxes		-		-

# ALLIANCE OF ROUGE COMMUNITIES NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:

### Nature of Organization

Alliance of Rouge Communities (ARC) was formed in 2005 as an unincorporated association operating under and authorized by Part 312 of the Michigan Natural Resources and Environmental Protection Act. ARC is a voluntary public watershed entity. Its members consist primarily of municipal governments located in Wayne, Oakland and Washtenaw counties. ARC's purpose is to encourage watershed-wide cooperation and mutual support to meet water quality permit requirements and to restore beneficial uses of the Rouge River to the area residents.

### Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

### Financial Statement Presentation

Financial statement presentation follows requirements of the Not-for-Profit Entities Topic of the Accounting Standards Codification. Net assets of ARC are classified as unrestricted, temporarily restricted, or permanently restricted. Contributions and income received by ARC are held in various funds which are classified as follows:

Unrestricted net assets consist of resources that are neither permanently restricted nor temporarily restricted by donor-imposed stipulations.

Temporarily restricted net assets consist of resources of which the use by ARC is limited by donor-imposed stimpulations that either expire by the passage of time or can be fulfilled and removed by actions of ARC pursuant to those stipulations. As of December 31, 2017, ARC had no temporarily restricted funds.

Permanently restricted net assets would consist of beneficial interest in perpetual trusts and funds created by donors. There are no permanently restricted funds.

### Cash and Cash Equivalents

The organization considers all cash and amounts due from depository institutions to be cash equivalents for purposes of the statement of cash flows.

# ALLIANCE OF ROUGE COMMUNITIES NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

### NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued):

### Revenue and Expenses

Membership dues are recognized in the period for which they cover. Dues cover the calendar year in which they are billed. Grant reimbursements are recognized in the period in which the reimbursable expenses are recognized.

One grantor and three grantors accounted for approximately 76% and 93% of grant revenue during the years ended December 31, 2017 and 2016, respectively.

### Use of Estimates

The preparation of financial statements in conformity with general accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Income Tax Status

Alliance of Rouge Communities is exempt from federal tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service may examine the form 990 of the organization for a period of three years after the return is filed or the due date, whichever is later. Therefore, the organization is no longer subject to U.S. federal tax examinations by authorities for years before 2014.

### NOTE 2 - RELATED PARTY TRANSACTIONS:

The Organization has a contract with ECT, Inc. for Executive Director services. The Executive Director is a shareholder and employee of ECT, Inc. The amount billed from ECT, Inc. for services and reimbursable expenses were \$922,007 for 2017 and \$739,811 for 2016.

### NOTE 3 - CONCENTRATION OF CREDIT RISK:

The Organization maintains its cash account in a commercial bank located in Michigan. The account is guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. At December 31, 2017, the balance was fully insured. insured. At December 31, 2016, the balance exceeded the FDIC limit by \$32,358.

### ALLIANCE OF ROUGE COMMUNITIES NOTES TO THE FINANCIAL STATEMENTS FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016

### NOTE 4 - RECEIVABLES:

Accounts receivable consists of membership dues that have not been paid at the end of the year, submitted and unsubmitted requests for reimbursement from local and federal agencies under the various grant agreements.

The Organization believes all receivables are collectible and therefore no allowance for doubtful accounts has been recorded.

### NOTE 5 - DONATED SERVICES:

The Organization received donated services from a non-profit organization and local government agencies for assistance with tasks related to the public involvement and education committee and technical committee. For the year ended December 31, 2017 and 2016, the total fair value of all donated services received was \$9,235 and \$21,627, respectively.

### NOTE 6 - PRIOR PERIOD ADJUSTMENT:

Subsequent to year end, the Organization was notified by one of it's grantor agencies that some of the expenses submitted for reimbursement under the grant agreement were not eligible for reimbursement. These ineligible expenses were reimbursed and included in grant income beginning in 2015 and continued through 2017. For the amount included in grant income for years prior to 2017, a prior period adjustment was made to correct for the error by recording the amount to be repaid to the grantor agency, which is included in other payable on the statement of financial position at December 31, 2017. Furthermore, one vendor who had billed the Organization for ineligible expenses agreed to issue a credit or reduction against its invoices owed by the Organization at December 31, 2017 for a portion of the amount originally billed Therefore, the amount of the prior period adjustment recorded was as follows:

Ineligible expenses for years 2015 and 2016	\$ (51,454)
Vendor credit issued	 24,903
	\$ (26,551)

### NOTE 7 - SUBSEQUENT EVENTS:

Subsequent events have been evaluated through August 2, 2018, the date which the financial statements were available to be issued.

### Alliance of Rouge Communities DRAFT 2019 Budget

2018 Anticipated Dues from Communities Rollover funds from 2018 Budget (estimate) \$322,805 **TOTAL 2019 ARC FUNDING** \$342,805 \$20,000 \$342,805 \$820,500 \$1,163,305 TOTAL 2019 OUTSIDE FUNDING **Total ARC Dues Funds TOTAL 2019 FUNDING** 2019 ARC DueS Budget Items TOTAL 2019 ACTIVITY COST (Committee & Grants) \$307,554 <u>\$1,128,054</u> 2019 estimated balance (estimated 2020 rollover) TOTAL 2019 ESTIMATED BALANCED (ALL SOURCES) \$35,251 \$35,251

\* \$50k has been set aside of the potential rollover for rain-day func

				Funding Source												
Proposed AR	RC Budget Items	Activity Cost		ARC Dues									Other Source/Match		"Provider" Using Budget (1)	
Organization	Committee	1			-								<u> </u>		<u> </u>	
	1 Executive Director Operational Services	\$ 12	27,740	\$ 127,74	ın										ED	
	ARC Operations - Direct Expenses		1,250	\$ 1.25											ARC	
	7 ii to operatione Birott Expenses	Ť	.,200	,,,,,	-										,	
Organization (	Committee Tota	\$ 12	28,990	\$ 128.99	90											
organization (			20,000	Ų 120,00	-											
Finance Com	nmittee				十											
	1 Accounting/Legal Services	\$ 1	19.000	\$ 19.00	00										ARC	
	2 ARC Insurance	\$	1,000	\$ 1,00	00										ARC	
Finance Comr	mittee Total	\$ 2	20,000	\$ 20,00	00											
ARC Operation	onal Services Total	\$ 14	18,990	\$ 148,99	90											
			,													
Public Educa	tion and Involvement Committee				7											
PIE	1 Collaborative PEP/PPP Annual permit activities	\$ 2	29,780	\$ 29,78	30										ED	
	Watershed Monitoring	\$	5,000	\$ 5,00	00											
	Printing and Reporting	\$ 1	15,000	\$ 15,00	00										ARC/FOTR/WC	
PIE	2 Collaborative PEP/PPP -5yr Permit Cycle activities		20,584	\$ 20,58											ED	
	Permit Cycle Support		4,500	\$ 4,50											ARC/WC/FOTR	
PIE Committe	e Total	\$ 7	74,864	\$ 74,86	64								\$	-		
Technical Co	ommittee				-											
TC	1 Collaborative IDEP/TMDL annual permit activities	\$ 2	20,800	\$ 20,80	00										ED	
	IDEP Investigation		37.500	\$ 60.00										\$7,500	WC/Outside	
TC	2 Collaborative IDEP/TMDL 5yr permit cycle activities (1/5)	\$	2,900	\$ 2,90	00										ED	
Technical Con	mmittee Total	\$ 9	91,200	\$ 83.70	00	s -	\$	_	\$		\$		\$	7.500		
						•			Ť					,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
Total Amount	t Requested by All Committees	\$ 31	15,054	\$ 307,5	54	\$ -	\$	-	\$	-	\$	-	\$	7,500		
				ARC Match	1	SPAC					Wa	yne		Other		
Grants (2)		Activity	Cost	Dues	4	Grant	L	JSFS	El	PA	Coi	inty	Sour	ce/Match	Outside Funding	
SPAC10	RRAC – Facilitation, habitat & fish thru 2/15/19		\$8,000		\$0	\$8,000										
WCEPA1	HFE Dam Fishway Implementation thru 11/1/19	\$	50,000		\$0						\$	50,000				
WCEPA2	Oxbow Restoration Phase 3 thru 11/1/19	\$2	200,000		\$0						\$2	00,000				
FS1	US Forest Service Tree Grant thru 9/30/19	\$	80,000		\$0			\$80,000								
EPA3	Rouge AOC Habitat Tamarack & JC Hatchery thru 11/30/19	\$4	75,000		\$0				\$4	75,000						
Total Other G	Grants:	\$8	13.000		\$0	\$8.000		\$80.000	\$4	75,000	\$2	50,000		\$0		
		<u> </u>	2,230		1	ψο,οσο		+30,000		. 3,000	Ψ.			Ψ0		
TOTAL OUTS	SIDE FUNDING					\$8,000		\$80,000	\$4	75,000	\$2	50,000		\$7,500	\$820,50	

TOTAL ARC INCOME
TOTAL ARC DUES BUDGETED
Available Unallocated ARC Budget (total income minus total
ARC Dues budget)

\$342,805 Notes \$307,554 (1)

(2)

35,251

(1) ED - Executive Director Services, WC - Wayne County, OC - Oakland County.

Dollar amounts may be adjusted throughout the year as they are estimates of what will be spent during the budget year.

### **ARC 5 YEAR BUDGET FOR OPERATIONAL AND PERMIT SERVICES**

<b>Budget Summary</b>	2019	2020	2021	2022	2023
Balance Rollover (\$50k held as rainy-day savings)	\$ 20,000	\$ 35,251	\$ 35,876	\$ 55,961	\$ 34,650
ARC Dues	\$ 322,805	\$ 322,805	\$ 322,805	\$ 322,805	\$ 322,805
Estimated Funds Available	\$ 342,805	\$ 358,056	\$ 358,681	\$ 378,766	\$ 357,455
Operations and Permit Budget Costs	\$ 307,554	\$ 322,180	\$ 302,720	\$ 344,115	\$ 342,221
Year End Balance	\$ 35,251	\$ 35,876	\$ 55,961	\$ 34,650	\$ 15,234

	Annual	Opera	ations and F	err	nit Service	es				
			2019		2020		2021	2022	2023	Entity
Organizat	ion Committee									
ED1	Executive Director Operational Services	\$	127,740	\$	127,740	\$	127,740	\$ 130,295	\$ 132,901	E
	ARC Operations - Direct Expenses	\$	1,250	\$	1,500	\$	1,500	\$ 1,750	\$ 1,750	AR
Organizati	l ion Committee Total T	\$	128,990	\$	129,240	\$	129,240	\$ 132,045	\$ 134,651	
Finance Co	l ommittee									
FC1	Accounting/Legal Services	\$	19,000	\$	19,000	\$	19,500	\$ 19,500	\$ 20,500	AR
FC2	ARC Insurance	\$	1,000	\$	1,000	\$	1,500	\$ 1,500	\$ 1,500	AR
Finance Co	ommittee Total	\$	20,000	\$	20,000	\$	21,000	\$ 21,000	\$ 22,000	
ARC Opera	l ational Services Total	\$	148,990	\$	149,240	\$	150,240	\$ 153,045	\$ 156,651	
							<u> </u>			
Public Edu	cation and Involvement Committee									
PIE1	Collaborative PEP/PPP Annual permit activities	\$	29,780	\$	29,780	\$	29,780	\$ 29,780	\$ 29,780	E
	Watershed Monitoring	\$	5,000	\$	5,000	\$	5,000	\$ 5,000	\$ 5,000	
	Printing and reporting	\$	15,000	\$	15,000	\$	15,000	\$ 15,000	\$ 15,000	ARC/FOTR/W
PIE2	Collaborative PEP/PPP -5yr Permit Cycle activities	\$	20,584	\$	23,270	\$	9,050	\$ 15,570	\$ 11,110	E
	Permit Cycle Support	\$	4,500	\$	5,310	\$	4,650	\$ 5,260	\$ 21,260	ARC/WC/FOT
PIE Comm	ittee Total	\$	74,864	\$	78,360	\$	63,480	\$ 70,610	\$ 82,150	
Technical	 Committee									
TC1	Collaborative IDEP/TMDL annual permit activities	\$	20,800	\$	20,800	\$	20,800	\$ 20,800	\$ 20,800	E
	IDEP Investigation and Training	\$	60,000	\$	63,500	\$	63,500	\$ 63,500	\$ 63,500	ARC/W
TC2	Collaborative IDEP/TMDL 5yr permit cycle activities	\$	2,900	\$	10,280	\$	4,700	\$ 36,160	\$ 19,120	E
Technical	 Committee Total 	\$	83,700	\$	94,580	\$	89,000	\$ 120,460	\$ 103,420	
Total Amo	unt Requested by All Committees	\$	307,554	\$	322,180	\$	302,720	\$ 344,115	\$ 342,221	\$ 1,618,791



### ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

#### 2019 BUDGET RECOMMENDATION

Working together, restoring the river

**REQUEST DATE:** November 8, 2018

**LINE ITEM:** ED1 Executive Director Services

**COMMITTEE MAKING REQUEST: Organization Committee** 

**BACKGROUND:** The ARC hired, through a public RFP process, Environmental Consulting & Technology (ECT) in October 2018 to provide Executive Director and Operational & Technical Support Services to the ARC for a 5-year period beginning in 2019.

**DESCRIPTION OF ANTICIPATED ACTIVITIES:** The Executive Director Staff oversees the day-to-day affairs of the Alliance of Rouge Communities, including fiduciary and budgeting services included in Work Order No. 2019-ECT1. These duties for 2019 are summarized below (see Work Order for complete activities):

- Executive Director Annual Services (\$127,740)
  - Operational Services Staffing, meeting preparation and facilitation of the full ARC (2 meetings); the Executive Committee (4 meetings); and the Finance Committee (2 meetings) and 1 meeting for other committees (organization, nominating etc.). This task includes the day-to-day ARC activities with staff, consultants and contractors, FOIA requests and activities to meet the Open Meetings Act requirements. This task includes communication with ARC members, administration of subcontractors and preparing the 2018 ARC Annual Report, market non-ARC member communities, coordinate activities with cooperating partners and RRAC, contract/IAA preparation, update policies/procedures, bylaws and strategic plan as necessary, budget preparations, and maintain storage of ARC records. This task also includes maintaining the ARC's accounting using Quickbooks to track payables and receivables and conducting all procedures associated with the ARC Accounting Procedures Manual. Staff will work with an outside accountant to prepare the ARC's taxes and audit annually. Staff will maintain/develop/review contracts and IAAs as necessary.
  - o Assistance Services Executive Director Staff will monitor, research and prepare up to 3 grant applications. Staff will maintain the ARC's logins and eligibility status under various agencies. Upon grant awards staff will conduct discussions with granting agencies and review grant awards and secure signatures. Executive Director Staff will promote the ARC as an advocate for the Rouge River Watershed and foster external relationships with other agencies, organizations and individuals. ARC staff will provide review/recommendations as necessary on various topics and serve on agency boards to promote the ARC. ARC Staff will coordinate presentations and activities with other watershed groups. ARC staff will respond to outside data/information requests. ARC staff will act as the primary liaison to state and federal agencies. ARC staff will staff the ARC booth at member community events and serve as primary liaison to all members and cooperating partners assisting with member questions and requests for information (general & technical). ARC staff will host the ARC's phone number and work with member communities to respond to citizen requests/concerns and conduct member surveys as necessary. ARC staff will also provide formal and informal interaction with government officials.
- ARC Operational Direct Expenses (\$1,250) This includes web hosting fees and the ARC's mailbox fee.

**RATIONALE:** The ARC needs an executive director to manage its day-to-day activities and finances.

**BUDGET:** An estimated 2019 budget of \$128,990 for operational services is requested.

**RECOMMENDATION:** Executive Director Services: \$127,740 and ARC Direct: \$1,250.

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:** The Executive Director/ARC Staff will report to the ARC Chair.



### ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

### 2019 BUDGET REQUEST DRAFT

REQUEST DATE: November 8, 2018

**LINE ITEM:** FC1 – Accounting and Legal Services

**COMMITTEE MAKING REQUEST:** Finance Committee

**BACKGROUND:** The Alliance of Rouge Communities began budgeting for legal and accounting fees in 2010. In 2011 the ARC was designated by the IRS as a 501(c)(3) organization. Because of the federal grants received the ARC is required to provide an A133 audit if the ARC receives more than \$750,000 in federal funds. The ARC is also responsible for preparing taxes. This line item also provides budget for legal advice regarding contracts or other legal issues that may arise during the year.

**DESCRIPTION OF ANTICIPATED ACTIVITIES:** These funds will be used for the preparation of the taxes, preparation of the financial report and the A133 audit if required. These funds would also cover any legal issues that may arise related to the ARC.

**RATIONALE:** The budget allocation would cover the costs incurred by a law firm and accounting firm.

**BUDGET:** \$19,000 (legal - \$1,000, accounting - \$18,000). This budget item will be paid with 100% ARC dues.

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:** The Chair of the Finance Committee will oversee this task on behalf of the Finance Committee. The ARC Executive Director staff will work with the law firm and accounting firm.



### ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

### **2019 BUDGET REQUEST**

working together, restoring the river

**REQUEST DATE**: November 8, 2018

LINE ITEM: FC2 - ARC Insurance

**COMMITTEE MAKING REQUEST:** Finance Committee

**BACKGROUND**: In previous years, the ARC approved an insurance contract for liability insurance coverage for its directors and officers. This request is a continuation of the same policy coverage as in previous years.

**DESCRIPTION OF ANTICIPATED ACTIVITES**: The insurance is needed to protect the directors and officers (and any other ARC member) against claims filed against them as executives of the organization.

**RATIONALE** (including why needed): The ARC Bylaws require that the ARC have insurance.

**BUDGET (including how the amount requested was established)**: The ARC has received a quote for insurance in the amount of \$961. ARC staff is recommending a budget of \$1,000 for 2019.

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION**: The Executive Director will ensure the insurance coverage does not lapse in 2019.

# ARC PIE Committee Budget Comparison Permit Cycle (5-year) Annual Budgets

### 11/8/2018

### **Current Budget Request**

5-Year Bud	lget	2019	2020	2021	2022	2023	Source
PIE1	Collaborative PEP/PPP annual permit activities	\$ 29,780	\$ 29,780	\$ 29,780	\$ 29,780	\$ 29,780	ED Contract
	Watershed Monitoring	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	WC/FOTR or other
	Printing and Reporting	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	ARC/FOTR/WC
PIE2	Collaborative PEP/PPP 5yr permit cycle activities	\$ 20,584	\$ 23,270	\$ 9,050	\$ 15,570	\$ 11,110	ED Contract
	Permit cycle support	\$ 4,500	\$ 5,310	\$ 4,650	\$ 5,260	\$ 21,260	ARC/WC/FOTR
<b>Budget To</b>	tal	\$ 74,864	\$ 78,360	\$ 63,480	\$ 70,610	\$ 82,150	



# ALLIANCE OF ROUGE COMMUNITIES FINANCE COMMITTEE

**2019 BUDGET RECOMMENDATION** 

Working together, restoring the river

**REQUEST DATE:** November 6, 2018

**LINE ITEM: PIE1 & PIE2** 

**COMMITTEE MAKING REQUEST: PIE Committee** 

**BACKGROUND:** The activities outlined below will meet the requirements detailed in the ARC's Collaborative PEP/PPP approved in 2017 and at the same time continue the efforts of the PIE committee with an increased focus on maintaining consistent messaging. By building upon materials created over the past few years, we will continue our efforts of raising the public awareness of the Rouge River Watershed and the impact they can have on water quality during everyday activities

**RATIONALE:** These actions will fulfill those best management practices (BMPs) identified in the ARC Collaborative PEP/PPP.

TOTAL 2019 BUDGET REQUEST: \$74,864

### **DESCRIPTION OF ANTICIPATED ACTIVITIES:**

Total PIE1 – 2019 Annual Permit Activities	\$49,780
Collaborative PEP/PPP Annual permit activities	<i>\$29,780</i>
Watershed Monitoring	\$ 5,000
Printing and reporting	\$15,000

### **MON1 – Support for Watershed Monitoring Activities**

This task will support winter stonefly monitoring and spring/fall bug hunts along with other volunteer monitoring training/presentations.

### BMP0 – PIE Committee Support and PPP (ARC Staff, FOTR, Wayne County)

This task will include holding up to 2 PIE Committee meetings if necessary. ARC Staff will provide meeting facilitation, agendas and handouts. ARC Staff will also report on topics of interest to the PIE Committee throughout the year and will develop budget recommendations and provide supporting documentation. This task will also include documentation of public comments on the Collaborative Plans and will promote the Plans on the ARC website and Facebook. ARC Staff will also participate in regional partnership activities on behalf of the ARC members. ARC Staff, Wayne County and Friends of the Rouge will also prepare the annual reporting information for the ARC Members.

### BMP1 – Design/Distribute Materials (ARC Staff, ARC Direct)

ARC Staff will create at least 24 Facebook posts on topics detailed in the Collaborative PEP annually and document social media followers. ARC Staff will distribute public education materials to ARC members to display at their facilities. This task will also include \$12,500 to print materials and giveaways like the pet waste containers and fertilizer clips.

### BMP2 - Articles/Ad Graphics (ARC Staff)

ARC Staff will coordinate/distribute new and existing articles and ad graphics. ARC Staff will develop strategies to increase the ARC visitors to the website and Facebook.

### BMP3 – Displays & Posters (ARC Staff)

ARC Staff will rotate the ARC displays in 3-4 ARC member community's facilities or events.

### BMP4 - Promote Hotlines and Educate on IDEP (ARC Staff)

ARC Staff will promote environmental hotlines to educate the public on illicit discharges and promote public reporting of illicit discharges and improper disposal of materials into the Rouge River through materials and the ARC's website and Facebook.

### BMP7 - Promote & Support Volunteer Activities (ARC Staff)

ARC Staff will promote Rouge River volunteer activities such as Rouge Rescue and local water festivals on the ARC's website and Facebook and provide information to ARC Members to assist in their promotion of these activities.

# BMP8 – Promotion of and Support for Volunteer Monitoring Activities within the Rouge River Watershed (ARC Staff)

ARC Staff will assist ARC members with planning and coordinating volunteer monitoring activities and promote them on the ARC's website and Facebook.

PIE2 –2019 Permit Cycle Activities	\$25,084
Collaborative PEP/PPP 5 yr. permit cycle activities	\$20,584
Permit cycle support	\$ 4,500

### BMP0 - PIE Committee Support (ARC Staff)

ARC Staff will survey members regarding any local public notice requirements and meet them as appropriate. ARC Staff will invite the public to participate in the implementation and review of the permit once in 2019 which will include advertising it on the ARC website and Facebook and ARC member and partner websites.

### BMP1 – Design/Distribute Materials

No anticipated activities in 2019.

### BMP2 – Articles/Ad Graphics (ARC Staff)

ARC Staff, with PIE Committee oversight, will distribute existing and create 1 new article and 1 new ad graphic on topics detailed in the Collaborative PEP for use by ARC Members in their community newsletters, website and social media.

### BMP3 – Displays and Posters

No anticipated activities in 2019.

### BMP5 – Development of Homeowner Education Materials (ARC Staff)

ARC Staff will develop strategies to distribute the homeowners brochure through homeowner packets and other avenues throughout the ARC member communities. This will include researching homeowner associations and ARC member and community programs.

### BMP6 – Workshops & Presentations (ARC Staff, ARC Direct, Wayne County)

The ARC will fund 2 River Residency Workshops in Green Schools within the ARC communities using the University of Michigan's River Table and/or Wayne County will conduct up to 4 workshops with Rouge community schools to raise student awareness of stormwater management and river stewardship. This will include budget for use of the River Table along with time for Wayne County to organize these workshops. ARC Staff will host 1 webinar on another topic such as septic systems or stewardship activities. Past in-person workshops have shown low attendance, so ARC Staff feel we may get more attendees along with a different demographic using the webinar technology.

### **BMP7 – Promote & Support Volunteer Activities**

No anticipated activities in 2019.

### BMP9 - Rouge River Watershed Signage (ARC staff)

ARC Staff will begin surveying the Rouge River Watershed signage ("you are entering the Rouge River Watershed – Ours to Project" street signs) with roughly half of the watershed surveyed in 2019 (the remainder surveyed in 2020). This will include coordination with ARC member communities to determine if they have previously documented sign locations. This will also include field staff traveling throughout the watershed to GPS signs and document condition.

### Person/Agency Responsible for Implementation:

The Chair of the Public Involvement and Education Committee and ARC staff will oversee these tasks on behalf of the PIE Committee. Wayne County and FOTR will coordinate presentations and workday events and generate an annual report on its activities.

### 2019 Budget Allocation:

TASK	RESPONSIBLE PARTY	BUDGET
PIE1: 2019 Annual Activities	ARC Staff	\$29,780
	ARC Direct	\$12,500
	FOTR	\$6,500
	Wayne County	\$1,000
Sub-total PIE1		\$49,780
PIE2: 2019 Permit Cycle Activities	ARC Staff	\$20,584
	ARC Direct	\$1,000
	Wayne County	\$3,500
Sub-total PIE2		\$25,084
TOTAL 2019 PIE Budget		\$74,864

# ARC Technical Committee Budget Comparison Amount in 5-Year Budget vs Amount Requested

1	1	/7	/2	0	18

5-Year Bud	lget	2019	2020	2021	2022	2023	Source
TC1	Collaborative IDEP/TMDL annual permit activities	\$ 20,800	\$ 20,800	\$ 20,800	\$ 20,800	\$ 20,800	ED Contract
	IDEP Investigation and Training	\$ 63,500	\$ 63,500	\$ 63,500	\$ 63,500	\$ 63,500	ARC 5-Yr Budget
TC2	Collaborative IDEP/TMDL 5yr permit cycle activities	\$ 2,900	\$ 10,280	\$ 4,700	\$ 36,160	\$ 19,120	ED Contract
<b>Budget To</b>	tal	\$ 87,200	\$ 94,580	\$ 89,000	\$ 120,460	\$ 103,420	

Amount Requested	2019	2020	2021	2022	2023
TC1 Collaborative IDEP/TMDL annual permit activities	\$ 20,800				
IDEP Investigation and Training	\$ 60,000				
TC2 Collaborative IDEP/TMDL 5yr permit cycle activities	\$ 2,900				
Request Total	\$ 83,700				
Difference (negative values indicate overbudget)	\$ 3,500				



# ALLIANCE OF ROUGE COMMUNTIES FINANCE COMMITTEE

### 2019 Budget Recommendation Technical Committee

Working together, restoring the river

**REQUEST DATE:** November 7, 2018

**LINE ITEM:** TC1 – Annual Permit Activities

**COMMITTEE MAKING REQUEST:** Technical Committee

**BACKGROUND:** This request supports the implementation of the Collaborative IDEP Plan that was approved by MDEQ on September 29, 2017. This plan directly supports the stormwater permit applications for the ARC members listed in Table 1.

Table 1. ARC Members Participating in the Collaborative IDEP Plan

COMMUNITIES					
Beverly Hills, Village of	Franklin, Village of	Oak Park, City of			
Bingham Farms, Village of	Garden City, City of	Plymouth, City of			
Birmingham, City of	Inkster, City of	Plymouth Township			
Bloomfield Hills, City of	Lathrup Village, City of	Redford Township			
Bloomfield Township	Livonia, City of	Southfield, City of			
Canton Township	Melvindale, City of	Troy, City of			
Dearborn Heights, City of	Northville, City of	Walled Lake, City of			
Farmington, City of	Northville Township	Wayne, City of			
Farmington Hills, City of	Novi, City of	West Bloomfield Township			
		Westland, City of			
COUNTIES	SCHOOLS				
Oakland County	Henry Ford College				
Wayne County					

The Collaborative IDEP Plan elements to be addressed in this budget request are as follows:

- IDEP BMP #3. Investigations
- IDEP BMP #4. Training
- IDEP BMP #5. Pollution Complaints

In addition, technical committee meetings are included to facilitate the implementation of the IDEP Plan.

The outfall screening conducted in 2018 identified 21 outfalls that require follow-up investigations and 24 outfalls that need to be resampled as showed in Attachment A. These efforts are the focus of the Investigations BMP.

### **DESCRIPTION OF ANTICIPATED ACTIVITIES:**

Meetings and Facilitation. Executive Director (ED) staff will

- Conduct two Technical Committee meetings including preparation of agenda and handouts; meeting facilitation; and the distribution of meeting summaries including recommendations for the Executive Committee;
- Develop budget recommendations for the following year's budget and provide supporting documentations;
- Survey members on various topics as necessary including the identification of additional priority areas; and
- Report on topics of interest to the Technical Committee throughout the year.

**IDEP BMP #3a and 3b: IDEP Investigations**. Conduct concentrated field investigations in priority areas to further isolate problem areas, identify illicit connections, and take corrective action to remove them. Work within Wayne County will be addressed by Wayne County staff with oversight by ED staff. Work within Oakland County will be undertaken by ED staff unless it falls within a county drain. County drain work will be undertaken by county staff outside of the ARC's budget. The field work will involve a combination of sampling, dye testing, smoke testing and CCTV inspections, as necessary, to locate illicit discharge sources. A report will be prepared by ED and WC staff to summarize the results of their investigations and recommended next steps for subsequent years.

Prior to expending budget for this task, Wayne County and ED staff will each present a scope of work and budget for review and approval by the Technical Committee. An inter-agency agreement will be drafted by the ED staff for approval by Wayne County.

**IDEP BMP #4. IDEP Training.** ED staff will coordinate with SEMCOG to schedule an IDEP Investigator and Stormwater Pollution Prevention training. Coordination of this training is included in the ARC's budget, but facility, administration and presenter costs will be funded by others.

ED staff will also present two IDEP Alert Observer Training sessions. The identical sessions will be 30 minutes in length and held at two separate locations. ED staff will prepare the training content, plan the sessions, secure training sites and advertise the trainings. Facility costs, if any, are expected to be covered by ARC members.

**IDEP BMP #5. Pollution Complaints.** ED staff will maintain a list of IDEP investigator contacts for each permittee. This list will be shared with the permittees to aid in cross jurisdiction investigations.

**RATIONALE (including why needed):** These tasks are consistent with the Phase II permit and the MDEQ-approved Collaborative IDEP Plan.

**BUDGET (including how the amount requested was established):** The estimated total budget for this initiative is \$88,400 as summarized in the table below. A portion of this funding (\$80,900) will be provided by ARC dues. The remaining funding (\$7,500) will be provided by Wayne County as matching effort. The detail for the ED's budget can be found in the ED's contract.

Budget Item	Amount	Match	Responsible Party
Meetings and Facilitation			
3a. IDEP Oversight	¢20,000		ED
4. IDEP Training	\$20,900		בט
5. Pollution Complaints			
2h IDED Investigations*	\$30,000		ED
3b. IDEP Investigations*	\$30,000	\$7,500	WC
Total	\$80,900	\$7,500	

<sup>\*</sup>Scopes of work to be defined and approved prior to budget expenditures.

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:** The responsible parties for each element are outlined in the table above. The Chair of the Technical Committee will oversee completion of the scope of work on behalf of the ARC.

To: ARC Technical Committee
From: Annette DeMaria, ARC Staff

Date: September 20, 2018

Re: Results of 2018 Outfall Screening



Each of you have received the results of the outfall screening conducted in your community. To give you a perspective of the conditions in the entire watershed, we have compiled the individual community results for your information.

There are 1,505 outfalls regulated by the MS4 permit in the Rouge River watershed that are owned by cities and villages within the ARC<sup>1</sup>. There are an additional 81 outfalls owned by townships which brings the total number of regulated community outfalls to 1,585. The number of outfalls owned by county agencies is still being determined.

Of the 1,505 outfalls, 471 (31%) were identified as priority for screening. These outfalls were screened in 2018 and classified for additional investigations according to the Rouge River Collaborative IDEP Plan. The results of the screening are summarized in Table 1 and Figure 1. Additional details are provided in Attachment A.

Table 1. 2018 Outfall Screening Results Summary

Investigation Category	Number/Percent of Outfalls	Next Steps
A: E. coli > 10,000 or	11 (2%)	Begin IDEP investigations in 2019
Unexplained physical conditions		
B: E. coli btw 5,001 and 10,000	10 (2%)	Begin IDEP investigations in 2020 or later
C: E. coli btw 1,001 and 5,000	24 (5%)	Resample twice more within 12 months. If any
		E. coli value is above 5,000, then investigate.
D: E. coli ≤ 1,000	426 (91%)	No further action

E. coli values in cfu/100 mL

Of the 471 outfalls, 21 (Categories A and B) require additional investigations to determine if an illicit discharge is present. Two-thirds of these outfalls are owned by communities in Wayne County and the remaining are in Oakland County (Table 2 and Figure 2).

Twenty-four outfalls (Category C) need to be resampled within the next 12 months (Table 2 and Figure 2). If each of three results remain at or below 5,000 cfu/100 mL, then no further action is needed. However, if any one of the three results are above 5,000 cfu/100 mL, then the outfall will be moved to Category B.

<sup>&</sup>lt;sup>1</sup> Outfall prioritization and screening was not required in townships, so they are not the subject of this memo.

Lastly, 426 (91%) of the outfalls were in Category D which requires no further actions during this permit cycle (unless unusual conditions are noted, or a complaint is received).

Table 2. Additional Investigation requirements by Community

Number of Outfalls								
Community	Category A	Category B	Category C	Category D				
Beverly Hills	1		2	12				
Bingham Farms				5				
Birmingham	1			23				
Bloomfield Hills				14				
Dearborn Heights			3	7				
Farmington		2	1	13				
Farmington Hills	2			45				
Franklin				2				
Garden City				1				
Inkster				4				
Livonia	4	6	9	118				
Melvindale				2				
Northville	1		3	9				
Novi		1		7				
Plymouth	1	1	2	20				
Southfield				16				
Troy				11				
Walled Lake		_	1	5				
Wayne			2	50				
Westland	1		1	62				
Total	11	10	24	426				

Follow-up investigations and resampling will be undertaken by the ARC beginning in 2019. The recommended approach will be discussed at an upcoming Technical Committee meeting. Individual communities may wish to proceed with investigations outside of the ARC. Please contact ARC staff if you take this course of action, so efforts are not duplicated.

If you have any questions, please contact me at 313-963-6600 or ademaria@ectinc.com.

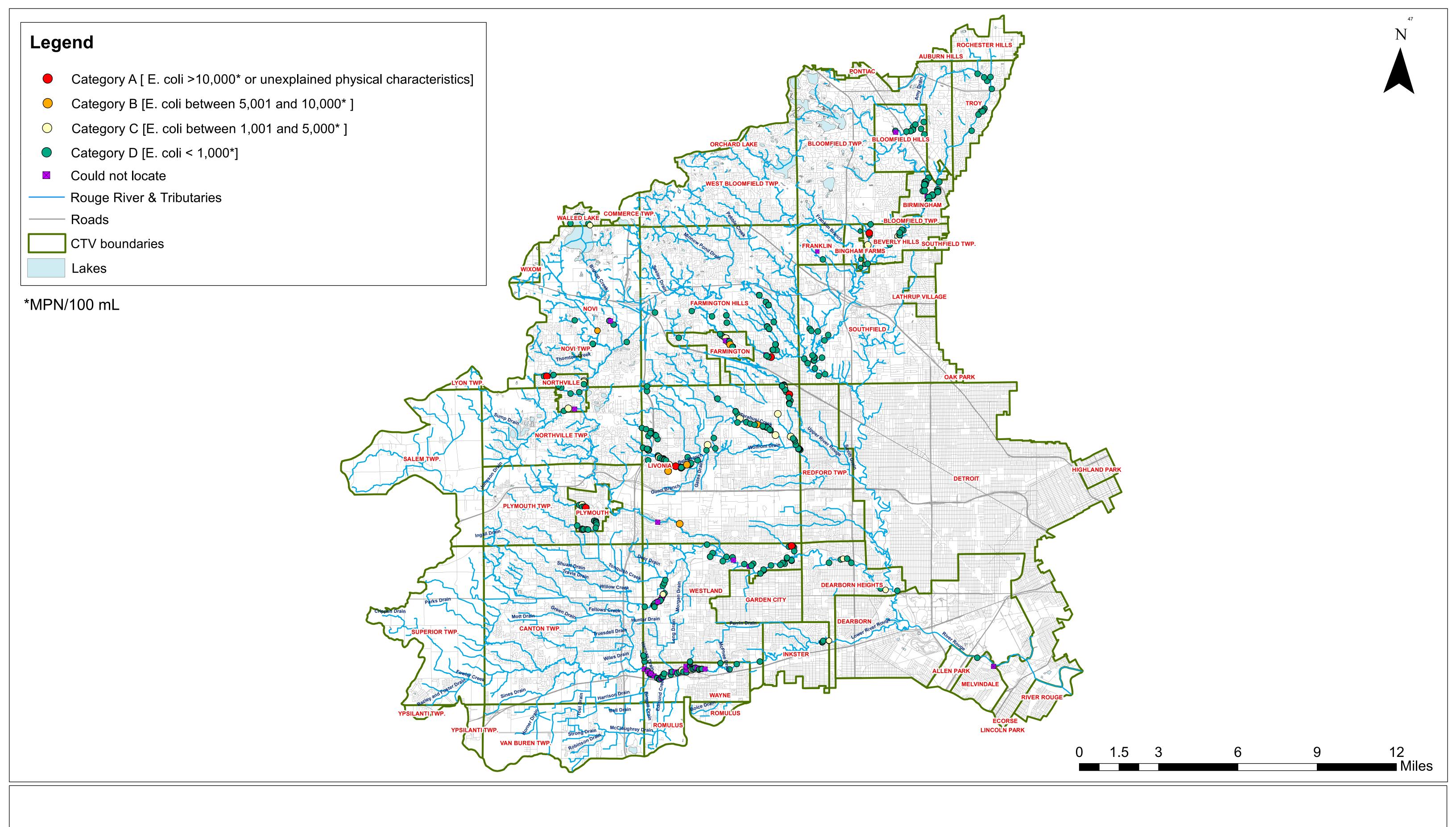


Figure 1. Rouge River Watershed 2018 Outfall Survey Results



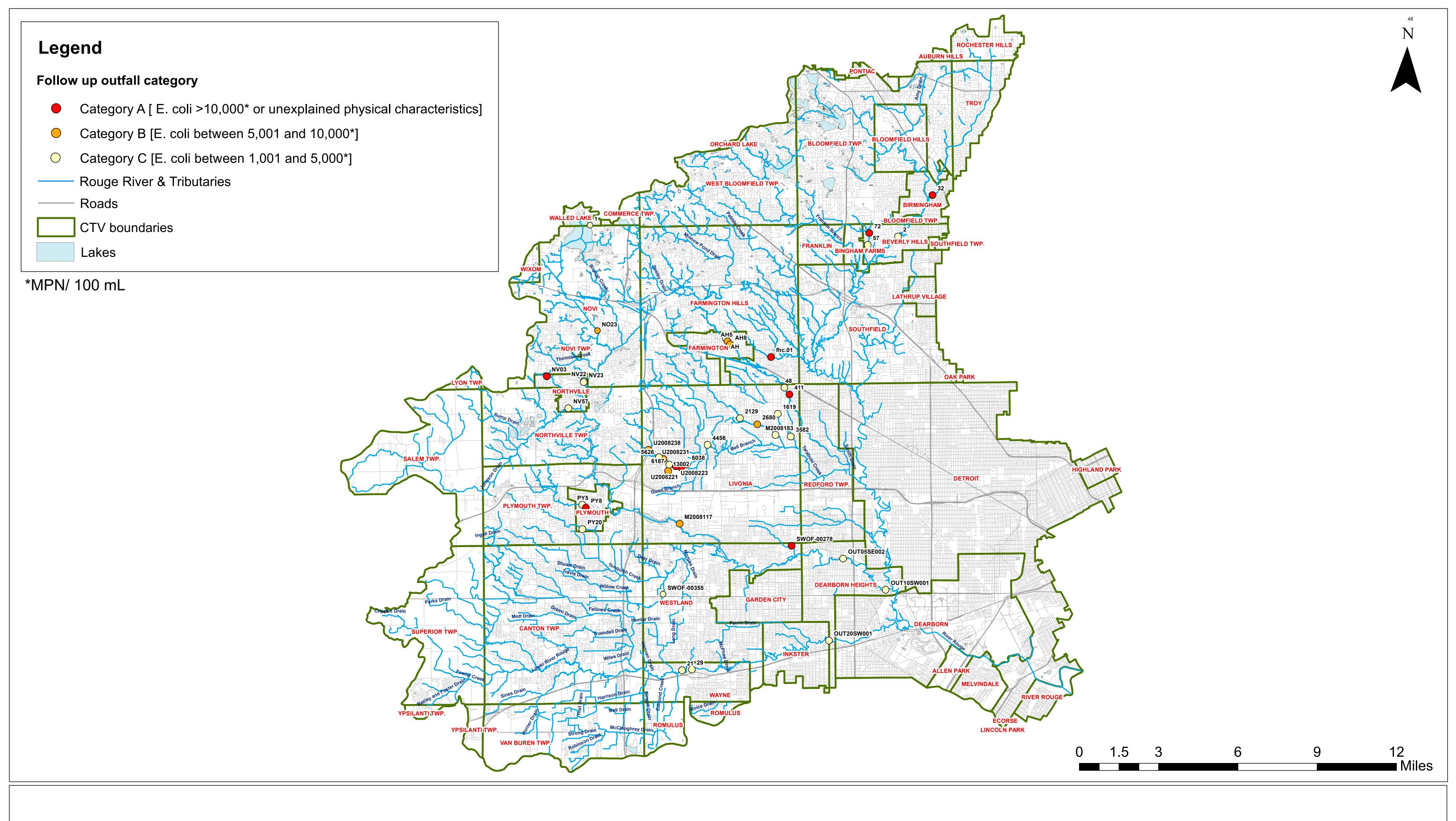


Figure 2. Rouge River Watershed Outfalls Requiring Additional Investigations



Attachment A.

2018 Outfall Screening Details – Categories A, B and C (arranged by E. coli Concentration)

City	Outfall ID	Investigation  Category	Diameter (in)	Material	E.coli MPN/100 m
Westland	SWOF-00278	A	54		NA physical conditions
Livonia	U2008220B	Α	18	RCP	NA physical conditions
Farmington Hills	fhc54B	Α		RCP	10 physical conditions
Farmington Hills	fhc.01	Α	21	RCP	>24,196
Plymouth	PY8	Α	36	Clay	>24,196
Livonia	U2008221	Α	30	RCP	>24,196
Livonia	411	А	42	RCP	>24,196
Northville	NV03	Α	48	RCP	24,196
Livonia	U2008223	Α	24	RCP	17,329
Birmingham	32	Α	24	Concrete	12,997
Beverly Hills	66	А	24	Concrete	12,033
Livonia	6038	В	36	RCP	9,208
Farmington	AH5	В	18	RCP	8,664
Livonia	13002	В	76	RCP	8,664
Novi	NO23	В	18	RCP	7,701
Farmington	AH8	В	18	CMP	7,270
Livonia	U2008231	В	12	CMP	7,270
Livonia	M2008117	В	72	RCP	7,270
Plymouth	PY27	В	24	RCP	6,488
Livonia	U2008238	В	36x48	RCP	6,131
Livonia	2680	В	36x48	RCP	5,172
	21	С	36	RCP	4,352
Wayne Livonia	5626	С	36	RCP	4,352
Northville	NV57		unknown	NCP	3,873
Westland	SWOF-00355	C	36		3,255
	51		24	CMP	
Beverly Hills Northville	NV23	C	42		3,076
	29		30	RCP RCP	3,076
Wayne		С	42		3,076
Northville	NV22	С		RCP	2,755
Dearborn Heights	OUT10SW001	С	unknown	RCP	2,400
Livonia	3582	С	48x36	RCP	2,382
Livonia	48	С	29x46	RCP	2,282
Dearborn Heights	OUT20SW001	С	36	RCP	2,098
Livonia	M2008183	С	36	RCP	2,064
Livonia	1619	С	72	RCP	2,064
Livonia	6187	С	120	RCP	1,935
Walled Lake	1	С	12	CMP	1,670
Livonia	2129	С	36	RCP	1,607
Plymouth	PY5	С	30	RCP	1,500
Beverly Hills	2	С	12	СМР	1,334
Farmington	AH	С	24	СМР	1,296
Plymouth	PY20	С	48	RCP	1,274
Livonia	U2008220	С	18	RCP	1,198
Dearborn Heights	OUT05SE002	С	36	СМР	1,054
Livonia	4456	С	36	CMP	1,050
Investigation Categorie		•		tics	Next Steps: Investigate
	B: <i>E. coli</i> between 5,00 C: <i>E. coli</i> between 1,00				Investigate Resample (twice)
	C. E. COII DELWEEN 1,00	1 and 3,000 MPN/100	III E		resample (twice)



# ALLIANCE OF ROUGE COMMUNTIES FINANCE COMMITTEE

### 2019 Budget Recommendation Technical Committee

Working together, restoring the river

**REQUEST DATE:** November 7, 2018

**LINE ITEM:** TC2 – 5-Year Permit Cycle Activities

**COMMITTEE MAKING REQUEST:** Technical Committee

**BACKGROUND:** This request supports the implementation of the Collaborative IDEP Plan that was approved by MDEQ on September 29, 2017. This plan directly supports the stormwater permit applications for the ARC members listed in Table 1.

Table 1. ARC Members Participating in the Collaborative IDEP Plan

	COMMUNITIES	
Beverly Hills, Village of	Franklin, Village of	Oak Park, City of
Bingham Farms, Village of	Garden City, City of	Plymouth, City of
Birmingham, City of	Inkster, City of	Plymouth Township
Bloomfield Hills, City of	Lathrup Village, City of	Redford Township
Bloomfield Township	Livonia, City of	Southfield, City of
Canton Township	Melvindale, City of	Troy, City of
Dearborn Heights, City of	Northville, City of	Walled Lake, City of
Farmington, City of	Northville Township	Wayne, City of
Farmington Hills, City of	Novi, City of	West Bloomfield Township
		Westland, City of
COUNTIES	SCHOOLS	
Oakland County	Henry Ford College	
Wayne County		

The Collaborative IDEP elements to be addressed in this budget request are as follows:

- IDEP BMP #1. Storm Sewer GIS
- IDEP BMP #9. Effectiveness Reporting

### **DESCRIPTION OF ANTICIPATED ACTIVITIES:**

**IDEP BMP #1. Storm Sewer GIS.** ED staff will request updates to communities' storm sewer and outfall GIS layers. As of November 2018, storm sewer GIS has already been supplied from 20 of 29 permittees and outfall GIS data has been collected from 28 of 29 permittees. The missing information is noted below.

Community	Still Need Outfalls in GIS	Still Need Storm Sewer in GIS
Beverly Hills		x
Bingham Farms		x
Birmingham		x
Bloomfield Township		x
Franklin		x
Lathrup Village		x
Livonia	City is updating	
Melvindale		x
Redford Township		x
Walled Lake		x

**IDEP BMP #9. Effectiveness Reporting.** ED staff will develop a reporting format to compile assessment metrics associated with the Collaborative IDEP Plan. The next Assessment Metrics report is due February 28, 2020.

**RATIONALE (including why needed):** These tasks are consistent with the Phase II permit and the MDEQ-approved Collaborative IDEP Plan.

**BUDGET (including how the amount requested was established):** The estimated total budget for this initiative is \$2,900 which will be funded by ARC dues. The detail for the budget can be found in the ED's contract.

Budget Item	Amount Responsible Party
1. Storm sewer GIS	\$ 2.900 ED
9. Effectiveness Reporting	\$ 2,900 ED

**PERSON/AGENCY RESPONSIBLE FOR IMPLEMENTATION:** The responsible parties for each element are outlined in the table above. The Chair of the Technical Committee will oversee completion of the scope of work on behalf of the ARC.

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### AGREEMENT FOR ENGINEERING CONSULTANT SERVICES

This agreement is made effective the <u>1st</u> day of <u>JANUARY 2019</u>, by and between the ALLIANCE OF ROUGE COMMUNITIES, 46036 MICHIGAN AVENUE, SUITE 126, CANTON, MICHIGAN 48188 hereinafter called the "ARC" and <u>ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC AND ITS AFFILIATES (ECT Affiliates include Environmental Consulting & Technology of North Carolina, PLLC And ECT Engineering, <u>LLC.</u>), 2200 COMMONWEALTH BLVD., SUITE 300, ANN ARBOR, MI 48105, hereinafter called the "Consultant."</u>

### **ARTICLE 1 – ARC**

The ARC is a voluntary public watershed entity currently comprised of 35 municipal governments (i.e., cities, townships, and villages), three counties (i.e., Wayne, Oakland and Washtenaw), two colleges and the Wayne county airport authority as authorized by part 312 (watershed alliances) of the Michigan natural resources and environmental protection act (mcl 324.101 to 324.90106) as amended by act no. 517, public acts of 2004. (further information is available at <a href="https://www.allianceofrougecommunities.com">www.allianceofrougecommunities.com</a>). Established in January of 2006, the ARC members represent public agencies with stormwater management responsibilities whose jurisdictional boundaries are totally, or in part, located within the Rouge River Watershed located in Southeast Michigan.

### ARTICLE 2 – SERVICES/COMPENSATION

The Consultant agrees to provide all professional engineering services as needed, including all labor, materials, equipment and the means of work, in accordance with the ARC's Request for Proposal (and Qualifications) rfp-fh-18-17-2087. Additional services, not included in this agreement, shall be mutually agreed to by the ARC and Consultant. ECT's specific services will be specified in each individual Work Order (sample Work Order included as **Attachment A**).

The ARC, in consideration of the performance of this agreement, agrees to pay Consultant fees based on Consultants hourly rate for individuals working directly on the project, plus reimbursable expenses. Hourly rates, and costing shall remain consistent with Consultant's pricing rate schedule (**Attachment B**), unless otherwise agreed between the parties for the entire length of the agreement (including all extensions). ECT's charge for services will be specified in each Work Order. Services shall be for actually provided and included all direct and indirect costs, reimbursables and any and all related costs and/or on a subsequent project estimates or scope and cost proposals, as mutually agreed by the ARC and Consultant.

### **ARTICLE 3 - THE TIME**

It is agreed that the Consultant shall begin work under this Agreement effective January 1, 2019, upon execution of this Agreement, and that the Consultant will perform the work and fulfill all requirements of this Agreement for a period of five (5) years from date of agreement, through December 31, 2023. It is further agreed that the ARC may opt to extend this agreement in three (3) additional one-year increments.

### **ARTICLE 4 – CONSULTANT SERVICES**

The Consultant agrees to furnish all materials and services necessary to undertake the above services for the ARC. The Consultant agrees that in performance of its duties as outlined in the ARC's Request for Proposal (and Qualifications) rfp-fh-18-17-2087, it will be bound by the code of ethics applicable to its industry. The Consultant will complete all work required and referenced in the contract expeditiously and on time, or as mutually agreed by the ARC and Consultant. ECT's specific services will be specified in each Work Order.

An employee of ECT, shall be the named Executive Director of the ARC and shall have primary responsibility for supervising the performance of ECT staff and all other ECT obligations under this contract. ECT shall inform the ARC whenever a change occurs or is likely to occur with respect the involvement of key, named employees of ECT that are providing services under this Contract.

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The Consultant shall not directly or indirectly enter into any agreement, participate in any collusion or otherwise take any action in submitting an independent estimate of fees for any project assignment, except as otherwise set out herein.

During the performance of the services herein provided for, the Consultant shall be responsible for any loss or damage to the document owned by the ARC while they are in its possession. Restoration of lost or damaged documents shall be at the Consultant's expense.

Consultant shall attend ARC meetings and make such trips to the offices of the ARC and to the site of the work to confer with representatives of the ARC, as may be necessary in the carrying out of the work under this Agreement.

Consultant shall follow standard accounting practices and permit representatives of the ARC, to audit and inspect its project books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of final payment for work conducted under this Agreement.

Consultant shall permit the ARC to have full access thereto during the progress of the services being performed thereon.

Upon completion of a project and final approval by the ARC, Consultant shall deliver to the ARC the appropriate number of document copies as determined by the ARC.

Consultant shall commence services under this Agreement only upon receipt of written Work Order notice from the ARC.

### **ARTICLE 5 – ARC COOPERATION**

The ARC shall cooperate with the Consultant to furnish documentation timely, as appropriate and as legally possible in the possession of the ARC relevant to the nature of the work assignments.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work shall be decided by the ARC.

### **ARTICLE 6 - COMPENSATION**

For and in consideration of the faithful and professional performance and delivery of the above services as set forth, the ARC shall pay the Consultant for services pursuant to this Contract net sixty (60) days after acceptance of the work and receipt from the Consultant of an itemized invoice describing services performed. Consultant will invoice the ARC monthly on a time and materials basis, unless otherwise agreed between the parties.

Any change in services to be performed by the Consultant involving extra compensation must be authorized in writing by the ARC prior for the performance thereof by the Consultant.

In the event the Consultant deems extra compensation will be due for work or materials not clearly covered in this agreement, or not ordered by the ARC as a change, or due to changed conditions, the Consultant shall notify the ARC in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the Consultant to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the Consultant shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by Amendment to this Agreement.

Consultant understands that funds for certain Work Orders are paid for under grants to the ARC and as such understands it will be paid when the granting agency pays the ARC (this will be identified in Work Order). Any costs deemed ineligible by the granting agency under terms of the Grant will not be repaid by the ARC or if after payment has been made Consultant shall reimburse the ARC for such deemed costs.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

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### ARTICLE 7 – DELAYS

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the ARC, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the ARC of any of its rights herein set forth.

In the event of a substantial delay on the part of the ARC in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the ARC will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to the project agreement.

### ARTICLE 8 – COMPLIANCE WITH ALL LAWS AND REGULATIONS

In the provision of the services described herein, the Consultant, an approved subcontractor or anyone acting in its behalf, agrees to comply with all applicable Federal, State and local laws and applicable regulations. In addition, the Consultant shall be licensed and/or certified and professionally designated by the State of Michigan and licenses and/or certifications shall be maintained as active during the term of this agreement.

### ARTICLE 9 – INDEPENDENT CONSULTANT

The Consultant shall perform duties as an independent contractor and in an independent manner without supervision and control by the ARC. The Consultant shall not be deemed to be an employee of the ARC for purposes of payroll deductions, withholding tax, social security, workers' compensation, unemployment compensation, disability benefits, vacations, fringe benefits or any other purpose. In the performance of duties, the Consultant shall supply and operate its own vehicles.

### **ARTICLE 10 – PERMITS AND LICENSES**

Consultant shall procure at its expense all permits and licenses necessary, pay all charges and fees and give all notices necessary and incident to the performance of services.

### **ARTICLE 11 – SAFETY**

Consultant shall comply with all Occupational Safety and Health Act (OSHA) standards and any other Federal, State or Local rules and regulations applicable. Consultant shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all Consultant & Sub-Consultant personnel and property at the project site.

### **ARTICL 12 – OWNERSHIP OF DOCUMENTS**

Ownership of all data, materials and documentation, including electronic files, originated and prepared for the ARC pursuant to this contract shall belong exclusively to the ARC.

Consultant may use the materials prepared for the ARC as promotion and marketing pieces in pursuit of work for others, provided prior written approval is obtained from the ARC.

### **ARTICLE 13 – INSURANCE**

The Consultant shall not commence work until the certificate of insurance required under this paragraph has been delivered to the ARC (**Attachment C**). All insurance carriers must be acceptable to the ARC and licensed and admitted to do business in the State of Michigan.

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**Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Automobile Liability including Michigan No-Fault Coverages**, with limits of liability not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

**Professional Liability**-The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount no less than \$1,000,000 per occurrence and aggregate. If this policy is a claim made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 years after the termination of this contract.

**Umbrella Liability**-The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount no less than \$3,000,000 per occurrence and aggregate.

**Additional Insured:** Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be Additional Insureds: The Alliance of Rouge Communities, its Current Members, Cooperating Partners, their officials, employees and volunteers. It is understood and agreed by naming the Alliance of Rouge Communities as additional insured, coverage afforded is considered to be primary and any other insurance the Alliance of Rouge Communities may have in effect shall be considered secondary and/or excess.

- Current Members: Auburn Hills, Beverly Hills, Bingham Farms, Birmingham, Bloomfield Hills, Bloomfield
  Twp, Canton Twp, Commerce Twp, Dearborn Heights, Farmington, Farmington Hills, Franklin, Garden City,
  Henry Ford College, Inkster, Lathrup Village, Livonia, Melvindale, Northville, Northville Twp, Novi, Oak Park,
  Oakland County, Orchard Lake, Plymouth, Plymouth Twp, Redford Twp, Rochester Hills, Romulus, Southfield,
  Troy, University of Michigan- Dearborn, Van Buren Twp, Walled Lake, Washtenaw County, Wayne, Wayne
  County, Wayne County Airport Authority, West Bloomfield Twp, Westland, Wixom
- Current Cooperating Partners: Cranbrook Institute of Science, Friends of the Rouge, Rouge River Advisory Council, Southeastern Oakland County Water Authority, The Henry Ford, Wayne State University

Cancellation Notice: All policies, as described above, shall include an endorsement stating that is it understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: The Alliance of Rouge Communities, 46036 Michigan Avenue, Suite 126, Canton, Michigan 48188.

**Proof of Insurance Coverage:** The Contractor shall provide the ARC, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the ARC at least ten (10) days prior to the expiration date.

### **ARTICLE 14 - INDEMNIFICATION**

To the fullest extent permitted by law, Consultant agrees to defend, pay in behalf of, indemnify and hold harmless the ARC, its elected and appointed officials, its current members, employees and volunteers and others working in behalf of the ARC against any and all claims, demands, suits, or loss, including all costs connected herewith, and for any damages

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which may be asserted, claimed or recovered against or from the ARC, its elected and appointed officials, employees, volunteers or others working in behalf of the ARC by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of the actual degree of fault of the Consultant.

### **ARTICLE 15 – SUBCONTRACTORS**

No contract may be sublet without the written consent of the ARC. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. Consultant shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the ARC of Farmington Hills for such acts or omissions. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the ARC.

### ARTICLE 16 – ASSIGNMENT OF AGREEMENT AND OTHER CONTRACTORS

The Consultant shall not assign this Agreement or any part thereof without the written consent of the ARC. The ARC reserves the right to let other agreements in connection with this work, even if of like character, for work under an agreement. The Consultant shall coordinate work as required by the ARC. If any part of the Consultant's work depends on the proper execution of any other consultant/contractor, the Consultant shall inspect and promptly report to the ARC any defects in such work that renders it unsuitable for such proper execution. Failure to inspect and report shall constitute an acceptance of the other consultant's/contractor's work.

### **ARTICLE 17 – NON-DISCRIMINATION**

The Consultant agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin or handicap. A breach of this Section shall constitute a material breach and may be cause for this Agreement to be canceled or terminated by the ARC.

### ARTICLE 18 – GOVERNING LAW

The laws of the State of Michigan shall govern this Agreement.

### **ARTICLE 19 – CONFLICT OF INTEREST**

The Consultant agrees that in the performance of this Agreement, it shall at all times act in the best interest of the ARC and shall not have a financial interest in or otherwise benefit from any transaction between the ARC and the third party which might adversely affect the Consultant's performance of the services contemplated hereunder, except in the manner and to the extent provided in this Agreement. Consultant shall advise the ARC of any potential conflicts and request clarification as applicable.

### **ARTICLE 20 – TERMINATION OF CONTRACT**

The ARC and the Consultant reserve the right to terminate this agreement without penalty or handling fees upon 30 days written notice due to poor performance or for any reason deemed to be in its best interest. ARC is obligated to pay the Consultant fees for work completed and accepted by the ARC to the date of termination.

The Consultant warrants that it has not employed or retained any company or person other than bonafide employees working solely for the Consultant, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than bonafide employees working solely for the Consultant, any fees, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon, or resulting from the award, or making of this agreement. For breach or violation of this warranty, the ARC shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

Consultant acknowledges that, if this contract extends for several fiscal years, continuation of this contract is subject to appropriation or availability of funds for services. If funds are not appropriated or otherwise made available, the ARC shall have the right to cancel this agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Consultant. The ARC shall give the Consultant written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

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### **ARTICLE 21 – ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the ARC and the Consultant and shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors, assigns and third parties claiming under this Agreement or by virtue of Agreement between the ARC and the Consultant.

This agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

Any notice given to a party under the Contract shall be deemed effective, if addressed to such party as addressed below, upon: (I) delivery, if hand delivered; (ii) receipt of a confirmed electronic transmission by recipient of facsimile or email; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight courier with a reliable tracking system.

ARC: Ms. Brandy Siedlaczek, Chairperson

Alliance of Rouge Communities 46036 Michigan Ave., Suite 126

Canton, MI 48188

ECT: Mr. John O'Meara, Principal Engineer

Environmental Consulting & Technology, Inc.

2200 Commonwealth Blvd, Suite 300

Ann Arbor, MI 48105

The ECT or the ARC may change the address where notices are to be sent by giving notice in accordance with this Section

\*\*\*\*\*\*

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Alliance of Rouge Communities

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IN WITNESS WHEREOF, the undersigned, warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind themselves, and their respective principals, agents, assignees and successors thereby, as of the date first written above.

### **ALLIANCE OF ROUGE COMMUNTIES -OWNER**

WITNESSES:			
	BY: <u>B</u> F	RANDY SIEDLACZEK, ARC	CCHAIRPERSON/Date
	BY: <u>D</u> 0	OUG MOORE, ARC VICE (	CHAIRPERSON/Date
ENVIRONMENTAL CONSULTING & TE Environmental Consulting & Technol		Carolina, PLLC And ECT E	
WITNESSES:			
	BY_		
SANJIV SINHA		VICE PRESIDENT/Date	
	RV·		
JOHN O'MEARA		PRINCIPAL ENGINEER	Date
CONTRACTOR's signature (s) must be notarized:	:		
STATE OF)			
COUNTY OF)			
Subscribed and sworn to before me this	day o	f	20
		Notary Public	
		Acting in County	
	M <sub>V</sub> C	ommission Expires	

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### ATTACHMENT A SAMPLE WORK ORDER

### WORK ORDER No. XXXX-X

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates\* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

### PARAGRAPH I--SCOPE OF SERVICES

Consultant shall perform professional services as *outlined below or in their attached proposal* (Attachment X).

### PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable Work Order is \$ XXXX.

### PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than *XXXX*.

# ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. and its AFFILIATES\* By ALLIANCE OF ROUGE COMMUNTIES By Title Date

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### ATTACHEMENT B

## ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC. PROFESSIONAL SERVICES FEE SCHEDULE

Rate Per Hour
\$ 250.00
210.00
210.00
165.00
155.00
140.00
130.00
105.00
95.00
60.00

<u>Labor Classification</u>	Rate Per Hour
Principal Scientist/Engineer	210.00
Senior – Level Scientist/Engineer	180.00
Mid -Level Scientist/Engineer	145.00
Jr Level Scientist/Engineer	105.00
Technician	65.00
Administrative Support	60.00

The above rates include all direct and indirect costs except reimbursables. Indirect costs include such items as overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, toll telephone calls, facsimile transmissions, reproduction of reports and other project-related materials, expendable supplies directly used on the project, computer charges, equipment use fees, and similar project-related items. These shall be billed at cost with the exception of a ten percent service charge applied to all sub-consultant reimbursable expenses.

The rates for ECT personnel categories listed herein are valid through December 31, 2021 and are subject to revision thereafter.

 $46036\,\mathrm{Michigan}$  Ave., Suite 126, Canton, MI 48188



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### ATTACHMENT C

### **CERTIFICATE OF INSURANCE**

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		Gainesville, FL 32606				INSURE	RE: Hartfor	d Insurance	e CO of SE		38261
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NOTEPAD: HOLDER CODE INSURED'S NAME ALLIAN6 ENVIRO2 PAGE 2

INSURED'S NAME Environmental Consulting & OP ID: SP Date 11/01/2018

Certificate Holder is listed as an Additional Insured with respects to the General Liability, including Products and Completed Operations, Auto Liability, Contractors Pollution, and Professional Liability, when required by written contract or agreement. Excess is following form. Primary & Non-Contributory applies to the General Liability and Auto Liability when required by written contract. General Liability deductible \$0: Pollution Liability deductible \$0: Pollution Liability deductible is \$50,000. Professional Liability deductible is \$50,000, when required by written contract or agreement.

A Waiver of Subrogation in favor of the Certificate Holder applies to the General Liability, Auto Liability and Workers Compensation when required by written contract or agreement:

30 Days Notice of Cancellation, 10 days for Non-payment applies to the General Liability, Auto Liability and Workers Compensation.

Members:
Auburn Hills, Beverly Hills, Bingham Farms, Birmingham, Bloomfield Hills, Buburn Hills, Canton Twp, Commerce Twp, Dearborn Heights, Farmington, Farmington Hills, Franklin, Garden City, Henry Ford College, Inkster, Lathrup Village, Livonia, Melvindale, Northville, Northville Twp, Novi, Oak Park, Oakland County, Orchard Lake, Plymouth, Plymouth Twp, Redford Twp, Rochester Hills, Romulus, Southfield, Troy, Univerity of Michigan-Dearborn, Van Buren Twp, Walled Lake, Washtenaw County, Wayne, Wayne County, Wayne County Airport Authority, West Bloomfield Twp, Westland, Wixom

Cooperating Partners: Cranbrook Institue of Science, Friends of the Rouge, Rouge River Advisory Council, Southeastern Oakland County Water Authority, The Henry Ford, Wayne State University

### WORK ORDER No. 2019- ECT1

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates\* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

### PARAGRAPH I--SCOPE OF SERVICES

Consultant shall perform professional services as outlined in the scope of work, Attachment A.

### PARAGRAPH II—COMPENSATION

The maximum cost of this Cost Reimbursable Work Order is \$1,052,060. ECT's cost proposal is included as Attachment B (per ECT proposal dated September 11, 2018) with the summary table presented below. An annual budget cost will be authorized through the ARC's budget process.

SUMMARY OF PROPOSER'S TOTAL COST	PRO	POSAL
EXECUTIVE DIRECTOR SERVICES TOTAL 5-YEAR COST	\$	646,415
MS4 PIE SERVICES TOTAL 5-YEAR COST	\$	228,485
MS4 TECH SERVICES TOTAL 5-YEAR COST	\$	177,160
PROPOSER'S TOTAL 5-YEAR COST	\$	1,052,060
The Proposer is responsible for the accuracy of the cost spreadsheet	\$	1,052,060

Summary of the ECT cost proposal dated September 11, 2018, Attachment B:

- The maximum cost of Executive Director Services (ED1) is \$ 646,415. This maximum cost is broken into five annual amounts of \$127,740 (2019, 2020, 2022), \$130,295 (2022) and \$132,901 (2023).
- The maximum cost of MS4 PIE Services is \$228,485. This is broken in PIE1- Annual Services at \$148,900 total or five annual amounts of \$29,780 (2019, 2020, 2021, 2022, 2023). And PIE2 Permit Cycle Service of \$79,585.
- The maximum cost of MS4 Tech Services \$177,160. This is broken in TC- Annual Services at \$104,000 total or five annual amounts of \$20,800 (2019, 2020, 2021, 2022, 2023). And TC2 Permit Cycle Service of \$73,160.

### PARAGRAPH III--SCHEDULE

The 5-year permit cycle services in this Work Order shall be completed no later than December 31, 2023. Annual services defined in Attachment A shall be completed each by the end of calendar year: 2019, 2020, 2021, 2022, 2023.

ENVIRONMENTA	L CONSULTING & TECHNOLOGY, INC. and its AFFILIATES*
Ву	
Its	
Date	
	ALLIANCE OF ROUGE COMMUNTIES
Ву	
Title	
Date	

### **WORK ORDER ATTACHMENT A**

# EXECUTIVE DIRECTOR OPERATIONAL & ASSISTANCE SUPPORT SERVICES, MS4 COLLABORATIVE PUBLIC INFORMATION EDUCATION (PIE) SERVICES, & MS4 COLLABORATIVE TECHNICAL (TC) SERVICES

### Scope of Services

The purpose of the contract, as identified in the ARC RFP for services dated August 13, 2018, is to provide support services for the full ARC, its Executive Committee, ARC standing and Ad-Hoc committees, as well as oversee the development and implementation of the member's MS4 permits.

### TASK 1.0 EXECUTIVE DIRECTOR OPERATIONAL & ASSISTANCE SUPPORT SERVICES (ED1)

### **EXECUTIVE DIRECTOR ANNUAL OPERATIONAL SERVICES**

ECT will provide the following operational services as the ARC Staff.

### **FULL ARC MEETINGS**

- Hold 2 Full ARC meetings annually
- Schedule speakers/presentations to share with Full ARC
- Email meeting notices/reminders to ARC members
- Preparation of agenda and handouts and distribute prior to meeting
- Secure locations for meetings
- Provide meeting facilitation
- Provide committee activities for Committee Chairs to report on to Full ARC
- Preparation/distribution of meeting summary
- Prepare retirement resolutions when necessary
- Survey members on various topics as necessary

### **EXECUTIVE COMMITTEE**

- Hold 4 Executive Committee meetings annually (2 via conference call)
- Email meeting notices/reminders to Exec. Com. Members
- Preparation of agenda and handouts and distribute prior to meeting
- Secure locations for meetings
- Provide meeting facilitation
- Preparation/distribution of meeting summary
- Documenting recommendations to move to Full ARC

### **FINANCE COMMITTEE**

- Monitor budget and make recommendations for amendments and provide supporting documentation
- Develop budget recommendations and provide supporting documentation
- Administer the annual budget and work plan

- Hold 2 Finance Committee meetings annually
- Email meeting notices/reminders to Finance Com. Members
- Preparation of agenda and handouts and distribute prior to meeting
- Secure locations for meetings
- Provide meeting facilitation
- Documenting recommendations to move to Executive Committee
- Research costs and quotes for outside services as necessary

### OTHER COMMITTEES (up to 5 meetings over 5 years)

- Provide support to Organization Committee when necessary
- Provide support to Nominating Committee when necessary

### **ADMINISTRATION**

The ARC does not have a physical location to house office operations. Further, the ARC does not own any vehicles, equipment, computers, phones, etc. for ECT utilize. Such provisions will be provided by ECT for the duration of the term of the contract for services and be part of the service fee charged to the ARC. The required services include:

- Oversight of day-to-day activities of ARC staff, consultants and contractors
- Track, prepare and distribute the ARC Executive Director's Annual Report
- Draft and secure inter-agency agreements as required
- Draft and secure subcontracts
- Respond to FOIA requests
- Market non-ARC member communities to become ARC members
- Coordinate activities with the Rouge River Advisory Council (RRAC) and other cooperating partners
- Secure vendors as necessary
- Research, prepare, and update policies/procedures as necessary
- Research, prepare, and update strategic plan as necessary
- Assist committees with stormwater permit-related budget preparation
- Support shall include the maintenance and electronic storage of all records of the ARC

### **FINANCIAL**

- Prepare and distribute ARC membership invoices during the first two quarters
- Record payments in a three-part Cash Receipts book and forward a receipt to the member and include a receipt with the member payment for the deposit
- Record all receivables and payables using financial software with appropriate general ledger account numbers.
- Provide Request for Payment forms and invoices to the ARC Treasurer for review and approval. If necessary, they will also be submitted to the ARC Grant Representative for additional review and signature. Records when the invoices are reviewed and approved by ARC staff (except ED staff invoices which are reviewed by the ARC Treasurer)
- Other items recorded on the Request for Payment form are: the expense account the invoice is charged to, when the invoice is entered into Quickbooks as a payable, when it is

processed for payment, when the grant request for payment is done, when the grant reimbursement is received, when the check to pay the invoice is prepared, when match dollars are recorded, when the administrative staff reviews the check for correctness, when the staff mails the check.

- Use the Disbursement Log to record and prepare all checks and obtain the required two signatures on all checks.
- Monthly and annual financial reports will be prepared for ARC members and officers.
- Prepare and submit Grant Reimbursement Requests as necessary.
- Reviews all grant contracts for financial and progress reporting requirements.
- Prepare information for Federal Grant audits as necessary.
- Prepare and monitor the Budget Preparation Schedule.
- Provide support to ARC committees as they prepare their budget recommendations.
- Work with the Finance Committee to update the ARC Accounting Procedures Manual, as necessary, to meet grant requirements.
- Maintenance and renewal of the ARC's registration under the federal government's System for Award Management (SAM) which allows the ARC to be eligible for federal grants.
- Monitor vendors in accordance with the ARC's Vendor Management Policy and distribute W-9 requests as necessary.
- Provide all financial documentation and information to the ARC's outside accountant and auditor in the annual preparation of the ARC's taxes, financial statement, license to solicit and A133 audit.
- Prepare renewal forms for the ARC's liability insurance coverage for its directors and officers annually.
- Develop vendor contracts as necessary.
- Maintain past financial files to meet the ARC Record Retention Policy.
- Maintain weekly/monthly backups of the ARC Quickbooks files.
- Record sales and monitor inventory of rain barrels/compost bins.
- Following the Purchasing Policy, work with vendors to get the required quotes for services if necessary.
- Monitors the use of MBE/WBE grant requirements and prepares federal reports as necessary.

### **EXECUTIVE DIRECTOR ANNUAL ASSISTANCE SERVICES**

ECT will promote the ARC as an advocate for the Rouge River Watershed and will: 1) serve as the primary spokesperson for the ARC, 2) respond to requests for information, 3) seek opportunities to promote ARC awareness, 4) respond to requests for assistance from individual residents and businesses on watershed management issues, 5) serve as the ARC primary liaison to all members, including both formal and informal interaction with government officials, legislators, and staff on a regular basis, and 6) perform other duties assigned by the ARC officers or Executive Committee. The three overarching areas requiring attention are:

### **GRANT OPPORTUNITIES**

• Monitor & research grants opportunities

- Attend grant webinars
- Provide letters of support for other agency grants and projects
- Make recommendations on grants for the ARC and individual member communities
- Prepare grant applications including narratives, work plans and costs
- Draft and gather letters of support, design documents, site photos and other required project information
- Maintain ARC's eligibility status with granting agencies including grants.gov and the System for Award Management
- Maintain ARC logins with all granting agencies
- Discussions with granting agencies on behalf of the ARC during the grant award process
- Review grant awards and secure signatures

### **ROUGE ADVOCATE**

- Promote the ARC as an advocate for the Rouge River Watershed
- Foster external relationships with other agencies, organizations and individuals
- Serve as primary spokesperson for the ARC (i.e., SEMCOG Clean Partners Group, SPAC)
- Plan and host the Great Lakes Restoration Celebration at The Henry Ford
- Provide review/recommendations on outside reports as requested by other agencies
- Serve on other agency boards to promote/represent the ARC
- Staff ARC booth at conferences
- Prepare and present presentations at conferences on behalf of the ARC
- Prepare posters and papers for conferences on behalf of the ARC
- Coordinate ARC activities with other watershed groups
- Respond to requests for information from outside agencies (i.e., data requests and reproducing PIE materials in other watershed)
- Respond to newspaper requests on ARC projects and activities
- Seek opportunities to promote ARC awareness
- Serve as primary liaison to state government including MDEQ
- Serve as primary liaison to federal government officials, legislators and staff

### **MEMBER ASSISTANCE**

- Staff ARC booth at member community events
- Serve as primary liaison to all members and cooperating partners
- Conduct member surveys as necessary
- Assist with member questions and requests for information (general & technical)
- Provide formal and informal interaction with government officials (general & technical)
- Host the ARC's phone number and work with member communities to respond to citizen requests/concerns (general & technical)

### TASK 2.0 MS4 COLLABORATIVE PUBLIC INFORMATION EDUCATION (PIE)

The ARC communities as MS4 permittees have developed Collaborative Public Participation and Public Education plans (PPP and PEP) applicable to 29 permittees plus Wayne County. There are required activities that occur annually and others that occur over the 5-year permit cycle. The full approved PPP and PEP plans are available for review on the ARC website at:

PEP -

http://www.allianceofrougecommunities.com/PDFs/membership/FINALAPPROVEDColPEP32117.pdf PPP -

http://www.allianceofrougecommunities.com/PDFs/membership/FINAL%20APPROVEDcolPPP22717.pdf

### **ANNUAL PIE SERVICES (PIE1)**

### BMPO - PIE Committee Support

- Hold 2 PIE Committee meetings annually
- Email meeting notices/reminders to PIE Com. Members
- Preparation of agenda and handouts and distribute prior to meeting
- Secure locations for meeting
- Provide meeting facilitation
- Preparation/distribution of meeting summaries if necessary
- Documenting recommendations to move to Executive Committee and Full ARC
- Hold/staff special PIE Committee meetings when necessary
- Develop budget recommendations and provide supporting documentations
- Report on topics of interest to the PIE Committee throughout the year
- Post collaborative plans and permit on the ARC website and promote through social media and document dates
- Document public comments on collaborative plans
- Annual Reporting
- Participate in regional partnership activities

### BMP1 - Design/Distribute Materials

Distribute pollution prevention literature on various topics through brochures, educational materials and other media:

- o 24 Facebook posts
- Distribute materials to members to display at their facilities
- o Document social media followers
- Print materials

### BMP2 – Articles/Ad Graphics

Coordinate and distribute community articles and ad graphics on pollution prevention and watershed restoration and stewardship:

- Develop 1 new article/1 new ad graphic per year (total of 5 during permit cycle) (cost of printing paid by ARC)
- Coordinate/distribute existing articles/ad graphics

### BMP3 – Displays & Posters

Provide existing static displays and posters on pollution prevention and watershed restoration and stewardship:

 Displays - use at 3-4 ARC member community events per year with a minimum of 2 events in each of the 7 subwatersheds

### BMP4 – Promote hotlines and educate on IDEP

Promote environmental hotlines to educate the public on illicit discharges and promote public reporting of illicit discharges and improper disposal of materials into the MS4:

- Distribute materials with hotline referenced
- Promote on ARC website and Facebook

### BMP7 - Promote & Support Volunteer Activities

 Promote Rouge River volunteer activities on website and Facebook (Rouge Rescue, Water Festivals)

### BMP8- Promotion of and support for volunteer monitoring activities within the Rouge River Watershed

 Assist with planning and coordinating volunteer monitoring activities and promote on ARC website and Facebook

### 5-YEAR PERMIT CYCLE PIE SUPPORT SERVICES (PIE2)

### BMP0 - PIE Committee Support

- Survey members regarding any local public notice requirements and meet them as appropriate
- Invite the public to participate in the implementation and periodic review of the permit at least 2 times during the permit cycle by advertising it on the ARC website and cooperating partners websites
- Conduct a public awareness survey during the permit cycle and compare to previous survey results to evaluate changes in public awareness/behavior and modify
   Collaborative PEP to address ineffective implementation
- Prepare progress reports on the effectiveness of the PE Plan every 2 years for inclusion in permittees' progress reports to MDEQ.

### BMP1 - Design/Distribute Materials

Distribute pollution prevention literature on various topics through brochures, educational materials and other media

 Create at least 2 new brochures/materials including one to educate commercial/industrial/educational & institutional entities (cost of printing paid for by ARC)

### BMP2 - Articles/Ad Graphics

Coordinate and distribute community articles and ad graphics on pollution prevention and watershed restoration and stewardship

o Activities to increase website traffic and Facebook views

### BMP3 – Displays & Posters

Provide static displays and posters on pollution prevention and watershed restoration and stewardship

- o Distribute 4 seasonal posters, post & rotate seasonally at least 3 times
- Update/create at least 3 static displays (cost of printing paid for by ARC)

### BMP5 – Development of Homeowner Education Materials

Distribution of "homeowner" materials to promote the importance of pollution prevention and watershed restoration and stewardship

Design and distribute Homeowners Brochure (cost of printing paid by ARC)

### BMP6 – Workshops & Presentations

Develop and promote educational workshops and presentations

- o Plan topics, coordinate content and present 6 workshops
- o Promote on ARC website and Facebook

### BMP7 - Promote & Support Volunteer Activities

- DURING PERMIT CYCLE
  - Plan and coordinate up to 4 workdays at new or existing green infrastructure project sites

### BMP9 - Rouge River Watershed Signage

- o Develop at least 1 new sign or sticker
- o During first 2 years survey watershed signage for maintenance and future sign locations
- Create map documenting survey results
- o Implement maintenance and/or new signage at high-priority locations during first permit cycle

### TASK 3.0 MS4 COLLABORATIVE TECHNICAL (TC) SERVICES

The ARC communities as MS4 permittees have developed Collaborative IDEP and TMDL plans that are applicable to 29 permittees plus Wayne County. There are required activities that occur annually and others that occur over the 5-year permit cycle. The approved IDEP and draft TMDL plans are available for review on the ARC website at:

IDEP -

 $\underline{http://www.allianceo frouge communities.com/PDFs/membership/FINALAPPROVEDCollIDEP09292017.pdf}$ 

TMDL -

http://www.allianceofrougecommunities.com/PDFs/technical/Draft%20Collaborative%20TMDL%2005% 202018.pdf

### **ANNUAL TECH SERVICES (TC1)**

### TECH 0 - TECH Committee Support

- Hold 2 Technical Committee meetings annually
- o Email meeting notices/reminders to Technical Com. members
- Preparation of agenda and handouts and distribute prior to meeting
- Secure locations for meetings
- Provide meeting facilitation
- Preparation/distribution of meeting summaries
- Document recommendations to move to Executive Committee and Full ARC
- Hold/staff special Technical Committee meetings when necessary (assume none for costing purposes)
- o Develop budget recommendations and provide supporting documentation
- Survey members on various topics as necessary

Report on topics of interest to the Technical Committee throughout the year

### **COLLABORATIVE IDEP**

### IDEP3-IDEP Investigations

- Solicit permittees for additional priority areas
- Coordinate advanced investigations being completed by county agencies
- Oversee the preparation of annual status report (by county) of the investigations.

### **IDEP4 – IDEP Training**

o Maintain a list of IDEP Investigator contacts for each permittee

### <u>IDEP5 – Pollution Complaints</u>

o Maintain a list of IDEP Investigator contacts for each permittee

### 5-YEAR PERMIT CYCLE TECH SUPPORT SERVICES (TC2)

### **COLLABORATIVE IDEP**

### IDEPO - Evaluate & Report

- o Request and compile assessment metrics from the permittees every 2 years
- Prepare progress reports on the effectiveness of the IDEP Plan every 2 years for inclusion in permittees' progress reports to MDEQ

### IDEP1 - Storm Sewer GIS

 Request updated outfall and storm sewer network GIS data from the permittees and update watershed-wide outfall GIS database. As of June 30, 2018, storm sewer GIS data is collected from 20 of the 29 permittees and outfall GIS data is collected from 27 of the 29 permittees.

### IDEP4 - IDEP Training

- Conduct an Advanced Investigator Training (2 times)
- Conduct an online IDEP Alert Observer training (3 times)
- o Personalize contact information on IDEP Tip Card for permittees as request.

### IDEP6 - Municipal Facility Dye Testing

o Follow-up on permittees commitments for dye testing. As of June 30, 2018, 23 of 29 permittees have completed dye testing (Table 2 of the IDEP Plan).

### **COLLABORATIVE TMDL**

- 2<sup>nd</sup> round data collection
  - Conduct suspended sediment sampling at 40 sites across the watershed during wet weather conditions (1 sample/site)
  - Conduct dissolved oxygen monitoring at 1 site (Johnson Creek at Hines Drive/7 Mile Road) for a period of two months. Include securing a Wayne County permit for equipment installation.
  - o Perform data analysis
  - o Prepare a report
- Effectiveness reporting
  - o Request and compile assessment metrics from the permittees
  - o Prepare a progress report on the effectiveness of the TMDL Plan

# **ATTACHMENT B**

					EXEC	CUTI	VE DIRE	СТО	R OPER	RATIO	NAL SEF	RVIC	ES			E	EXECUTI	VE DI	RECTO	R AS	SITANCE	E SER	VICES		
SHEET A. ARC Operational Servic Annual Budget	es		ull ARC leetings	Cor	ecutive mmittee eetings	Financial committee meetings		Other Committee (Org, Nominating)				Financial Services		ED Operational Services Total		Grant	t Opps (80 hours)	Rouge Advocate (260 hours)		Member Assistance (300 hours)		ED Assistance Service Totals		Executive Direct Total Service	
Key Staff/ Classifications James Ridgway, P.E. Annette DeMaria, P.E. John O'Meara, P.E. Chris O'Meara Meghan Price	Rate/hr \$250 \$210 \$210 \$95 \$130	Hrs 3 12 20 4	Cost \$750 \$2,520 \$0 \$1,900 \$520	Hrs 4 24 40	Cost \$1,000 \$5,040 \$0 \$3,800 \$0	12	Cost \$0 \$2,520 \$0 \$2,280 \$0		Cost \$0 \$840 \$0 \$760 \$0	Hrs 20 16 76	Cost \$0 \$4,200 \$3,360 \$7,220 \$0	Hrs 312	Cost \$0 \$0 \$0 \$29,640 \$0	Hrs 7 72 16 480 4	Cost \$1,750 \$15,120 \$3,360 \$45,600 \$520	4 20	Cost \$0 \$840 \$840 \$1,900 \$0	20	Cost \$5,000 \$16,800 \$4,200 \$1,900 \$5,200	50	Cost \$0 \$23,100 \$0 \$4,750 \$6,500	Hrs 20 194 24 90 90	Cost \$5,000 \$40,740 \$5,040 \$8,550 \$11,700	Hrs 27 266 40 570 94	Cost \$6,750 \$55,860 \$8,400 \$54,150 \$12,220
Tennille Newsome Marty Boote Alice Bailey, P.E. Ryan Higuchi Susan Rusinwoski, EIT Principal Staff Sr. Level Staff Mid Level Staff Jr. Level Staff Technician Administrative	\$60 \$165 \$155 \$140 \$105 \$210 \$180 \$145 \$105 \$65 \$60	4	\$240 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	4	\$240 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		\$240 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0		\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	16	\$960 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	112	\$6,720 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	140 0 0 0 0 0 0 0 0	\$0 \$0 \$0	16 16 20	\$0 \$0 \$2,480 \$0 \$0 \$0 \$2,880 \$2,900 \$0 \$0	40 20	\$0 \$0 \$1,550 \$5,600 \$2,100 \$0 \$1,450 \$0 \$0	50	\$0 \$3,300 \$3,100 \$7,000 \$0 \$0 \$0 \$0 \$0 \$0	0 20 46 90 20 0 16 30 0	\$0 \$3,300 \$7,130 \$12,600 \$2,100 \$0 \$2,880 \$4,350 \$0 \$0	140 20 46 90 20 0 16 30 0	\$8,400 \$3,300 \$7,130 \$12,600 \$2,100 \$0 \$2,880 \$4,350 \$0 \$0
Reimbursable Expenses Total Sub contractor cost (fee inclusive)			\$500		\$200		\$200				\$200		\$1,500		\$2,600 \$0				\$500		\$500		\$1,000 \$0		\$3,600 \$0
TOTAL ANNUAL COST ECT Discount ECT FINAL TOTAL ANNUAL C	OST	43	\$ 6,430	72	\$ 10,280	40	\$ 5,240	12	\$ 1,600	128	3 \$ 15,940	424	\$ 37,860	719 719	\$ 77,350 \$ 77,350		\$ 11,840	260 \$	\$ 44,300	300	\$ 48,250	640 640	\$ 104,390 \$ (54,000) \$ 50,390	1359 1359	5 181,740 5 (54,000) 5 127,740
						E	xecutive	Direct	or Opera	tion Se	ervices		Executiv	e Dired	ctor Assista	ance	Services	İ	Exec	cutive	Director T	Γotal Se	ervice		
TOTAL ANNUAL COST YEAR :						\$					77,350	ı	\$				50,390	· <u>į</u>	\$				127,740		
TOTAL ANNUAL COST YEAR 2	2:					\$					77,350	i	\$				50,390	. 📙	\$				127,740		
TOTAL ANNUAL COST YEAR	3:					\$					77,350	i	\$				50,390		\$				127,740		
TOTAL ANNUAL COST YEAR	4:	Escal	lation %:	2%		\$					78,897	ı	\$				51,398		\$				130,295		
TOTAL ANNUAL COST YEAR !	AL COST YEAR 5: Escalation %: 2% \$										80,475		\$				52,426	į	\$				132,901		
TOTAL SERVICE COST FOR 5	-YEAR C	ONTE	RACT			\$					391,422		\$				254,994		\$				646,415		
The Proposer is responsible for the ac				et		7					551,722		I Y				234,334		¥				5 10,413		



SHEET B.  ARC MS4 PIE SUPPORT  Annual Permit Activities Budget		PIE C	MP 0 committee upport	Desigr	MP 1 /Distribute aterials		2 Articles/Ad Graphics	BMP 3 Displays & Posters		BMP 4 Promote hotlines and educate on IDEP		BMP 7 Promote & Support Volunteer Activities		BMP 8 Promote & Support Volunteer Monitoring Activities		PIE Total Annual Service		
Key Staff/ Classifications	Rate/hr	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	
James Ridgway, P.E.	\$250		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Annette DeMaria, P.E.	\$210		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
John O'Meara, P.E.	\$210		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Chris O'Meara	\$95	36	\$3,420	36	\$3,420		\$4,560		\$2,280	12	\$1,140	12	\$1,140	16	\$1,520	184	\$17,48	
Meghan Price	\$130	24	\$3,120		\$0	16	\$2,080		\$0		\$0		\$0	16	\$2,080	56	\$7,28	
Tennille Newsome	\$60	4	\$240	24	\$1,440		\$0	12	\$720	12	\$720		\$0		\$0	52	\$3,12	
Marty Boote	\$165		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Alice Bailey, P.E.	\$155		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Ryan Higuchi	\$140		\$0		\$0		\$0		\$0		\$0		\$0		\$0 \$0	0	\$	
Susan Rusinwoski, EIT	\$105		\$0		\$0		\$0		\$0		\$0		\$0 \$0		\$0 \$0	0	Ċ,	
Principal Staff Sr. Level Staff	\$210 \$180		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0	0	\$ \$	
Mid Level Staff	\$145		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0	0	Ç	
Jr. Level Staff	\$105		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0		\$0 \$0	0	\$	
Technician	\$65		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Administrative	\$60		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$	
Reimbursable Expenses Total Sub contractor cost (fee inclusive)			\$200		\$1,200				\$500								\$1,90 \$	
TOTAL ANNUAL COST		64	\$ 6,980	60	\$ 6,060	64	\$ 6,640	36	\$ 3,500	24	\$ 1,860	12	\$ 1,140	32	\$ 3,600	292	\$ 29,78	
TOTAL ANNUAL COST YEAR						\$	Annua	l Perm	iit Activiti	ies Cost	29,780				!			
TOTAL ANNUAL COST YEAR	2:				I	Ş					29,780							
TOTAL ANNUAL COST YEAR						\$					29,780				: !			
TOTAL ANNUAL COST YEAR	4:				ı	\$					29,780							
TOTAL ANNUAL COST YEAR	5:					\$					29,780	P	ermit Cycle A	Activi	ties Cost	Total P	PIE Permit Cost	
TOTAL MS4 PIE SERVICE COS	T EOD I	5_VE		АСТ		\$					148,900	۲			79,585	ć	228,48	



SHEET C. ARC MS4 PIE SUPPOR 5-Year Permit Cycle Activ Budget		PIE (	BMP 0 Committee Support	Design	MP 1 /Distribute terials	Art	BMP 2 icles/Ad raphics		B Displays Posters	Deve Hor ed	BMP 5 lopment of meowner lucation aterials		Workshops entations	& V	7 Promote Support olunteer activities	River	<sup>2</sup> 9 Rouge Watershed ignage		tal Permit ycle
Key Staff/ Classifications	Rate/hr	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
James Ridgway, P.E.	\$250		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Annette DeMaria, P.E.	\$210		\$0		\$0		\$0		\$0		\$0	8	\$1,680		\$0		\$0	8	\$1,680
John O'Meara, P.E.	\$210		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Chris O'Meara	\$95	60	\$5,700	72	\$6,840	40	\$3,800	30	\$2,850	40	\$3,800	40	\$3,800	33	\$3,135	36	\$3,420	351	\$33,345
Meghan Price	\$130	10	\$1,300	16	\$2,080	24	\$3,120		\$0	22	\$2,860	40	\$5,200		\$0	24	\$3,120	136	\$17,680
Tennille Newsome	\$60		\$0		\$0		\$0	30	\$1,800		\$0	8	\$480		\$0		\$0	38	\$2,280
Marty Boote	\$165		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Alice Bailey, P.E.	\$155		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Ryan Higuchi	\$140		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Susan Rusinwoski, EIT	\$105		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Principal Staff	\$210		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Sr. Level Staff	\$180		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Mid Level Staff	\$145		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Jr. Level Staff	\$105		\$0		\$0		\$0		\$0		\$0		\$0		\$0	130	\$13,650	130	\$13,650
Technician	\$65		\$0		\$0		\$0		\$0		\$0		\$0		\$0	130	\$8,450	130	\$8,450
Administrative	\$60		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0
Reimbursable Expenses Total Sub contractor cost (fee inclusive)			\$500						\$500				\$500				\$1,000		\$2,500 \$0
TOTAL COST	TOTAL COST 70 \$ 7,500 88 \$		\$ 8,920	64	\$ 6,920	60	\$ 5,150	62	\$ 6,660	96	\$ 11,660	33	\$ 3,135	320	\$ 29,640	793	\$ 79,585		
The Proposer is responsible for the accuracy of the cost spreads		st spreadshe	et 																



SHEET D. ARC MS4 TECH SUPPORT Annual Permit Activities Budget		Tech 0: Tech Committee Support		IDEP 3. Oversee IDEP Investigations		IDEP 4. Training		IDEP5. Pollution Complaints		TECH Total Annual Service	
Key Staff/ Classifications	Rate/hr	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
James Ridgway, P.E.	\$250		\$0		\$0		\$0		\$0	0	(
Annette DeMaria, P.E.	\$210	24	\$5,040	20	\$4,200	20	\$4,200	2	\$420	66	\$13,86
John O'Meara, P.E.	\$210		\$0		\$0		\$0		\$0		Ç
Chris O'Meara	\$95	8	\$760		\$0	8	\$760		\$0		\$1,52
Meghan Price	\$130		\$0		\$0		\$0		\$0	0	Ç
Tennille Newsome	\$60		\$0		\$0		\$0	4	\$240	4	\$24
Marty Boote	\$165		\$0		\$0		\$0		\$0	0	Ç
Alice Bailey, P.E.	\$155		\$0		\$0		\$0		\$0	0	\$
Ryan Higuchi	\$140	16	\$2,240	16	\$2,240		\$0		\$0		\$4,48
Susan Rusinwoski, EIT	\$105		\$0		\$0		\$0		\$0	0	\$
Principal Staff	\$210		\$0		\$0		\$0		\$0	0	\$
Sr. Level Staff	\$180		\$0		\$0		\$0		\$0	0	\$
Mid Level Staff	\$145		\$0		\$0		\$0		\$0	0	\$
Jr. Level Staff	\$105		\$0		\$0		\$0		\$0	0	\$
Technician	\$65		\$0		\$0		\$0		\$0	0	\$
Administrative	\$60		\$0		\$0		\$0		\$0	0	\$
Reimbursable Expenses Total Sub contractor cost (fee inclusive)			\$100		\$100		\$500				\$20 \$50
TOTAL ANNUAL COST		48	\$ 8,140	36	\$ 6,540	28	\$ 5,460	6	\$ 660	118	\$ 20,80

	Annual Perm	it Activities Cost	!		!
TOTAL ANNUAL COST YEAR 1:	\$	20,800	!		
TOTAL ANNUAL COST YEAR 2:	\$	20,800	-		
TOTAL ANNUAL COST YEAR 3:	\$	20,800	i		i
TOTAL ANNUAL COST YEAR 4:	\$	20,800	i		i I
TOTAL ANNUAL COST YEAR 5:	\$	20,800	i	Permit Cycle Activities Cost	Total TECH Permit Cost
TOTAL MS4 TECH SERVICE COST FOR 5-YEAR CONTRACT	\$	104,000	\$	73,160	\$ 177,160

The Proposer is responsible for the accuracy of the cost spreadsheet



SHEET E.															
ARC MS4 TECH SUPPORT 5-year Permit Cycle Permit Activities Budget		IDEP 0. Evaluate Effectiveness/ Reporting		IDEP 1. Update Storm Sewer GIS		IDEP 4. IDEP Training		IDEP 6. Municipal Facility Dye Testing		TMDL 2nd round of data collection		TMDL Effectiveness Reporting		TECH Total Permit Cycle Service	
Key Staff/ Classifications	Rate/hr	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost	Hrs	Cost
James Ridgway, P.E.	\$250		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Annette DeMaria, P.E.	\$210	28	\$5,880	2	\$420	24	\$5,040		\$0	8	\$1,680	40	\$8,400	102	\$21,420
John O'Meara, P.E.	\$210		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Chris O'Meara	\$95	20	\$1,900		\$0	4	\$380		\$0	8	\$760		\$0	32	\$3,040
Meghan Price	\$130		\$0		\$0		\$0		\$0	40	\$5,200	20	\$2,600	60	\$7,800
Tennille Newsome	\$60		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Marty Boote	\$165		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Alice Bailey, P.E.	\$155		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Ryan Higuchi	\$140		\$0		\$0		\$0	4	\$560		\$0		\$0	4	\$560
Susan Rusinwoski, EIT	\$105	100	\$10,500	20	\$2,100		\$0		\$0	68	\$7,140	60	\$6,300	248	\$26,040
Principal Staff	\$210		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Sr. Level Staff	\$180		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Mid Level Staff	\$145		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Jr. Level Staff	\$105		\$0		\$0		\$0		\$0	40	\$4,200		\$0	40	\$4,200
Technician	\$65		\$0		\$0		\$0		\$0	60	\$3,900		\$0	60	\$3,900
Administrative	\$60		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0
Reimbursable Expenses Total Sub contractor cost (fee inclusive)											\$6,200				\$6,200 \$0
TOTAL PERMIT CYCLE COST		148	\$ 18,280	22	\$ 2,520	28	\$ 5,420	4	\$ 560	224	\$ 29,080	120	\$ 17,300	546	\$ 73,160
The Proposer is responsible for the a	ccuracy of the	e cost s	preadsheet												



### WORK ORDER No. 2019-2

This Work Order, when approved and signed, supplements the Master Services Agreement effective January 1, 2019 between Environmental Consulting & Technology, Inc., and its Affiliates\* (Consultant) and the Alliance of Rouge Communities (ARC). Except as modified herein, all requirements of this basic Agreement remain in force.

### PARAGRAPH I--SCOPE OF SERVICES

Consultant will follow-up on the findings of the 2018 outfall survey which identified outfalls in several communities that require resampling and illicit discharge investigations. In Oakland County, these outfalls are in Beverly Hills, Birmingham, Farmington, Farmington Hills, Novi, and Walled Lake. As such, the Consultant will perform professional services as follows:

- Meet with community staff in the priority areas, gather maps to identify the drainage areas and obtain feedback on potential sources.
- Conduct concentrated field investigations in priority areas within Oakland County to further isolate problem areas and identify illicit connections. The field work will involve a combination of sampling, dye testing, smoke testing and CCTV inspections, as necessary, to locate illicit discharge sources.
- Prepare a report to summarize investigation results and recommended next steps for subsequent years.

Prior to expending budget, ECT will present the 2019 priority areas for review and approval by the ARC Technical Committee.

### PARAGRAPH II--COMPENSATION

The maximum cost of this Cost Reimbursable Work Order is \$30,000 as shown below.

Key Staff/ Classifications	Rate/hr	Hrs	Cost
Annette DeMaria, P.E.	\$210	20	\$4,200
Susan Rusinowski, EIT	\$105	200	\$21,000
Reimbursable Expenses			\$4,800
Total		220	\$ 30,000

### PARAGRAPH III--SCHEDULE

The services in this Work Order shall be completed no later than December 31, 2019.

ENVIRONMENTA	L CONSULTING & TECHNOLOGY, INC. and its AFFILIATES*
Ву	
Its	
Date	
	ALLIANCE OF ROUGE COMMUNTIES
Ву	
Title	
Date	