

# ROUGE RIVER WATERSHED LOCAL MANAGEMENT ASSEMBLY

*First Meeting - August 5, 2003  
8:00am - 12:00noon  
Studio A, Ford Community and Performing Arts Center  
15801 Michigan Avenue  
Dearborn, Michigan*

## **AGENDA PRIOR TO ELECTION OF OFFICERS**

*Interim Chair: Kurt Heise, Director Wayne County Department of Environment*

1. **Welcome and Review of Events to Date**
2. **Addition or Changes to Draft Agenda**
3. **Status Report on Conditional Membership in Assembly**
4. **Role Call of and Introduction of Assembly Members and Alternates Present**
5. **Vote to Determine if Adequate Participation to Continue with Rouge Assembly**  
*(Note: One vote per community - Only one designated representative from a community or county that has conditionally approved the Assembly is allowed to vote.)*
6. **Nomination/Election of Officers –**  
*(Note: County representatives or alternates are not eligible to serve as an officer of the Assembly. Officers must be designated representative or alternate of a community that has conditionally approved the Agreement)*
  - a. Description of duties
    - i. Chair
      1. Introduction of individuals nominated by members prior to meeting
      2. Introduction of individuals nominated by members at the meeting
      3. Election of Chair by ballot (Note: One vote for each community/county present that has indicated conditional approval of Assembly Agreement. Election by majority of those voting)
    - ii. Co-Chair
      1. Introduction of individuals nominated by members prior to meeting
      2. Introduction of individuals nominated by members at the meeting
      3. Election of Chair by ballot (Note: One vote for each community/county present that has indicated conditional approval of Assembly Agreement. Election by majority of those voting)
    - iii. Treasurer
      1. Introduction of individuals nominated by members prior to meeting
      2. Introduction of individuals nominated by members at the meeting
      3. Election of Chair by ballot (Note: One vote for each community/county present that has indicated conditional approval of Assembly Agreement. Election by majority of those voting)
7. **Explanation of Changes in Cooperative Agreement -**  
*(Note: Review and explanation of proposed changes will occur during tabulation of ballots for Chair, Co-Chair, and Treasurer)*
8. **Welcoming New Officers**

## **AGENDA FOLLOWING THE ELECTION OF OFFICERS**

*Chair, Rouge River Watershed Local Management Assembly*

1. **Discussion and Action on 2003 Assembly Budget**
  - a. Review/Discuss scope of work and budget for 2003
  - b. Vote on adoption of Assembly Budget for 2003
2. **Discussion and Adoption of Revised Rouge River Watershed Local Management Assembly Memorandum of Agreement**
3. **Discussion and Action on Adding Member Communities**
  - a. Discuss including communities who have applied for coverage under MDEQ Watershed Based General Storm Water Permit and are waiting for Certificate of Coverage - Rochester Hills and Bloomfield Hills.
  - b. Vote on adding communities who have applied for coverage under MDEQ Watershed Based General Storm Water Permit and are waiting for Certificate of Coverage.
4. **Discussion and Adoption of Fiduciary Agreement**

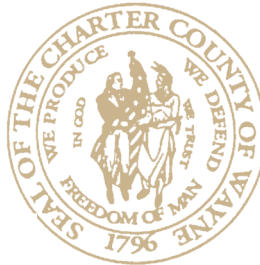
Authorization for elected Rouge Assembly Chair to sign fiduciary agreement.  
*(Note: WCDOE will distribute invoices for 2003 assessment within two weeks of the meeting.)*
5. **Review/Endorse Round V Projects for Rouge Subgrants**
6. **Establishing and Call First Meeting of Rouge Assembly Executive Committee**

*(Note: Includes the three elected officers of the Assembly, one representative from each county and a representative from each Rouge Subwatershed Advisory Group)*

  - a. Request each of the seven Rouge River SWAGS to designate a member and alternate to serve on Executive Committee by September 15, 2003.  
*(Note: Designated SWAG members and alternates must represent a community other than those communities represented by any one of the three elected officers of the Assembly)*
  - b. Establish the date, time and place for the first meeting of the Executive Committee prior to November 1, 2003
7. **Establish Standing Committees**
  - a. Technical - Chaired by elected Chair or Co-Chair of Assembly
  - b. Public Involvement - Chaired by elected Chair or Co-Chair of Assembly
  - c. Finance - Chaired by elected Treasurer
  - d. Organizational - Chair appointed by Executive Committee at its first meeting  
*(Note: Membership in all standing committees open to all members or alternates. All standing committees will meet at least once prior to December 31, 2003. Members will be noticed of meeting times and places and given an opportunity to sign-up for membership.)*
8. **Discussion Issues Offered by Members**
9. **Public Comment**
10. **Special Charges to the Executive Committee and/or Standing Committees**
11. **Set Next Rouge River Assembly Meeting Date**

*(Note: Meeting to be held prior to December 31, 2003. Proposed topics of discussion at meeting: Discuss and Adopt 2004 Budget; Report from Executive, Technical, Public Involvement, Finance, and Organization Committees)*
12. **Adjourn**

Kurt L. Heise  
Director



Robert A. Ficano  
County Executive

July 23, 2003

RE: Rouge River Watershed Local Management Assembly

Dear Fellow Rouge River Watershed Permit Holders:

I am pleased to invite you to the first meeting of the Rouge River Watershed Local Management Assembly (Rouge River Assembly) on August 5, 2003. The meeting will begin at 8:00 am in Studio A of the Ford Community and Performing Arts Center, 15801 Michigan Avenue, Dearborn, Michigan (map attached).

As you can see from the attached proposed agenda, we plan to have a full meeting. Acting as interim chair, Wayne County will initiate the discussion to determine whether or not those communities and counties, who have conditionally accepted the Agreement, believe that the participation level among potential members is high enough to warrant proceeding with the new watershed organization. If those present determine that the participation level and their local assessment contributions as specified in the Agreement are sufficient to proceed, officers will be elected. The newly elected officers of the Rouge Assembly will then chair the meeting and other actions provided for under the Memorandum of Agreement (MOA) will proceed.

Wayne County has already received several nominations for Rouge River Assembly officer positions. Any other nominations submitted in writing to Wayne County prior to the meeting will be included on the pre-printed ballot used for voting at the meeting. Please send any officer nominations to Ms. Kelly Cave of the Department of Environment (phone: 313-224-8282; fax: 313-224-0045; email = [kcave@co.wayne.mi.us](mailto:kcave@co.wayne.mi.us)). Of course, members may also nominate individuals for any of the officer positions at the meeting.

Please remember that only communities who have conditionally approved the Rouge River Assembly will be allowed to vote for the election of officers and other agenda items. Participation in the meeting for communities who have not yet conditionally approved the Rouge Assembly and for other interested parties will be limited to the public comment period of the meeting.



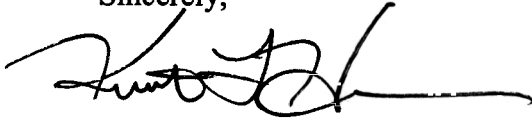
Fellow Rouge River Watershed Permit Holder  
July 23, 2003

Please review the attached agenda and contact Kelly Cave with additional agenda items by July 29, 2003. A key item for resolution at the meeting (or as soon as possible thereafter) is adoption of a "final" Memorandum of Agreement and operating budget for 2003. Please note that communities requested that finalization and approval of the Memorandum of Agreement and operating budget be completed in two steps, in order to retain the option not to formally accept the terms of the Agreement until it is clear how many communities have committed to participate. The "Appendix D" form completed by your community indicated "conditional" approval of the MOA and budget. The MOA has been revised in some areas, to update items such as the time frame (i.e., to reflect an August 2003 start date). A proposed "final" version of the MOA and budget is attached for your review, along with a summary of the proposed revisions, to facilitate discussion and potential adoption at the meeting. Please review these documents prior to the meeting.

The MOA specifies that Wayne County provide fiduciary services for the collection and expenditure of community assessments paid under the terms of the MOA. Our Corporation Counsel has drafted a proposed Fiduciary Agreement between Wayne County and the Rouge Assembly to enable the County to provide these services. I ask that you also review this document prior to the meeting to facilitate authorization by the Assembly for the elected Rouge Assembly chair to sign this agreement.

I would again like to commend the Drafting Committee for their vision and hard work, which has made the Rouge River Assembly possible. The Rouge River Assembly will be the key to our continued success in the restoration of the Rouge River Watershed and I look forward to working with each of you as part of this new organization.

Sincerely,



Kurt L. Heise  
Director

Cc: Judge Feikens, U.S. District Court, Eastern District of Michigan  
Janis Bobrin, Washtenaw County Drain Commissioner  
John McCulloch, Oakland County Drain Commissioner  
Jim Anulewicz, Plymouth Township – Co-chair, Drafting Committee  
Tom Biasell, Farmington Hills – Co-chair, Drafting Committee  
Kelly A. Cave, WCDOE  
Jack Bails, RPO  
Carl Johnson, RPO

Attachments:

Map: Ford Community and Performing Arts Center in Dearborn  
Proposed Agenda for August 5, 2003 Meeting  
List of Designated Rouge Assembly Representatives and Alternates  
Final Memorandum of Agreement, including summary of proposed revisions and proposed 2003 budget  
Proposed Fiduciary Agreement

**Ford Community & Performing Arts Center**

City of Dearborn, 15801 Michigan Avenue, Dearborn, Michigan 48126  
phone: 313-943-2354 fax: 313-943-2368

**From the Northwest**

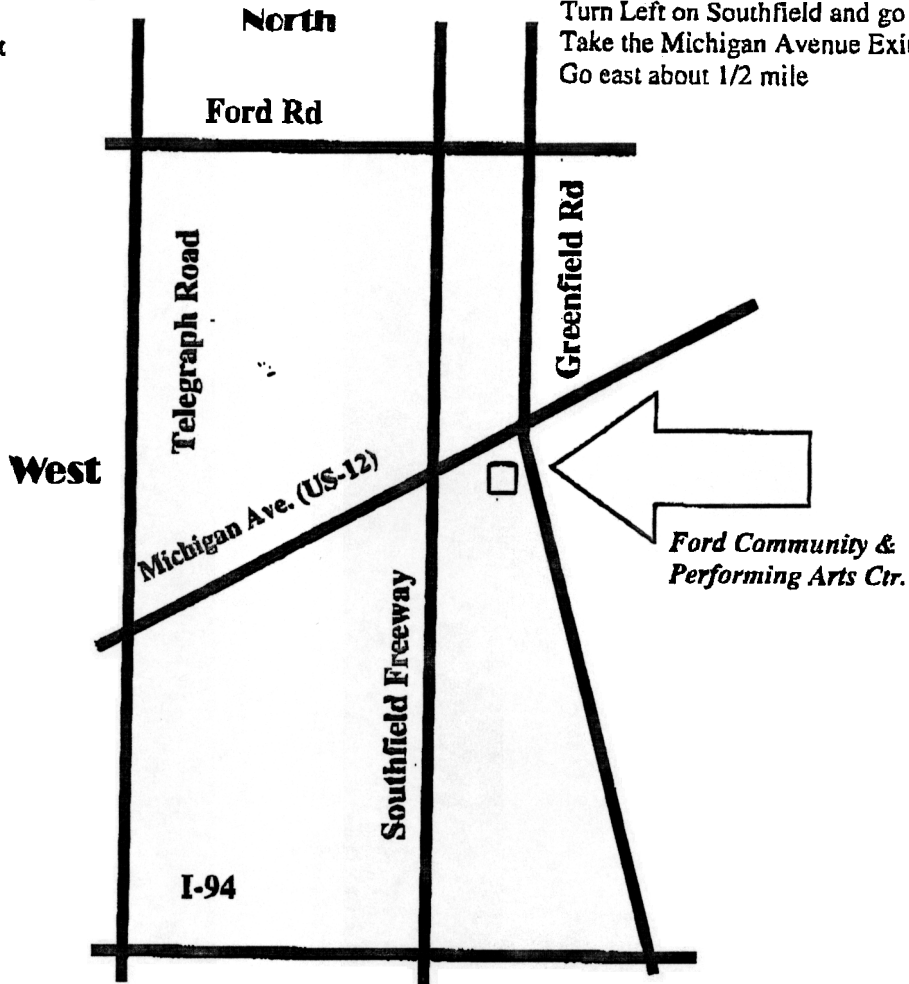
**(Novi, Brighton, etc.)**

If needed, take U.S. 23 to I-96  
Take I-96 east to the Southfield Freeway  
Go south on the Southfield  
Take the Michigan Avenue Exit  
East

**From the North & Northeast**

**(Flint, Troy, Royal Oak, Port Huron, etc.)**

Take either I-75 or I-94 south to I-696  
Take I-696 west to Southfield Rd/Freeway  
(Southfield is a surface street at this point)  
Turn Left on Southfield and go South  
Take the Michigan Avenue Exit East  
Go east about 1/2 mile



**From the West**

**(Ann Arbor, Detroit Metro, Taylor, etc.)**

Take I-94 east to the Southfield Freeway (M-39)  
Take Southfield (M-39) north  
Turn east onto Michigan Avenue  
Go east about 1/2 mile

**From the East**

**(Detroit, Windsor, etc.)**

Take I-94 west to the Southfield Freeway (M-39)  
Take Southfield (M-39) north  
Turn east onto Michigan Avenue  
Go east about 1/2 mile

**From the South & Southeast**

**(Toledo, Flat Rock, Southgate, etc.)**

Take I-75 north to Telegraph Rd. (M-24)  
Take Telegraph Rd (M-24) north to I-94  
Take I-94 east to the Southfield Freeway (M-39)  
Take Southfield (M-39) north  
Turn east onto Michigan Avenue  
Go east about 1/2 mile

**ROUGE RIVER WATERSHED  
LOCAL MANAGEMENT ASSEMBLY**

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    - ii. Co-Chair and Treasurer (use same process)
- 7. Explanation of Proposed Changes to Cooperative Agreement**  
*(Note: Review and explanation of proposed changes will occur during tabulation of ballots for Chair, Co-Chair, and Treasurer)*
- 8. Welcoming of New Officers**

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Vote on including communities who have applied for coverage under MDEQ Watershed Based General Storm Water Permit and are waiting for Certificate of Coverage: Rochester Hills and Bloomfield Hills.
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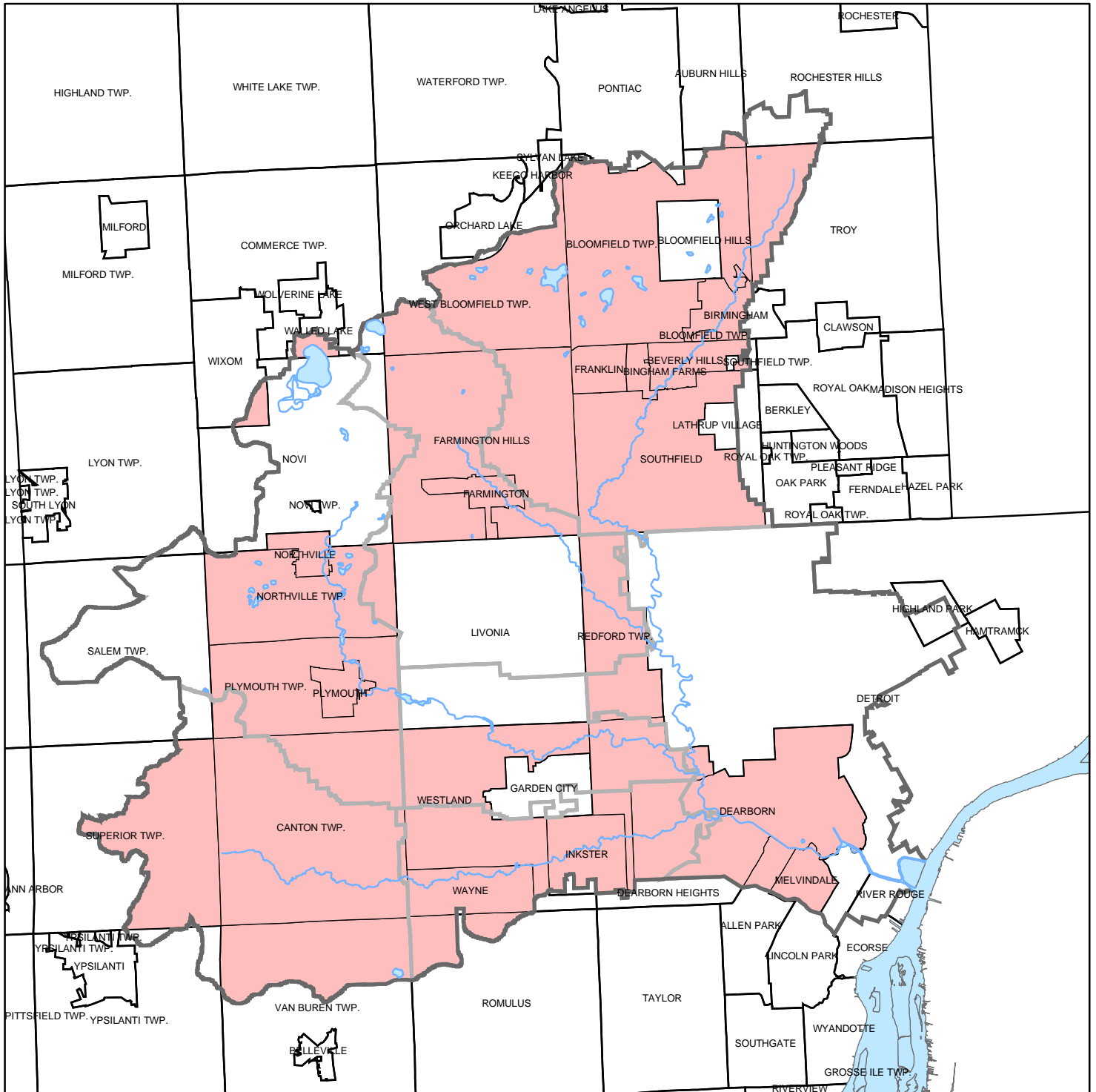
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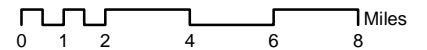
*(Note: Meeting to be held prior to December 31, 2003. Proposed topics of discussion at meeting: Accept 2004 Budget, Report from Executive, Technical, Public Involvement, Finance, and Organization Committees)*
12. **Adjourn**

# Rouge River Watershed Communities Committed to the Rouge Assembly as of July 21, 2003



Legend	
<span style="display: inline-block; width: 15px; height: 10px; background-color: #f8d7da; border: 1px solid #c6c8ca;"></span>	*Communities Committed to the Rouge Assembly
<span style="display: inline-block; width: 15px; border-bottom: 1px solid gray;"></span>	Subwatershed Boundaries
<span style="display: inline-block; width: 15px; border-bottom: 1px solid black;"></span>	Community Boundaries
<span style="display: inline-block; width: 15px; border-bottom: 1px solid blue;"></span>	Major Branches

\*Notes:  
 -Communities that have a written commitment of Conditional Approval for the Rouge Assembly Agreement.  
 -Wayne County and Washtenaw County have also signed the Conditional Approval Agreement.



## Rouge River Assembly Status Report - July 21, 2003

Community [10]	Area (acres)	Cost Allocation [7]	Voting Shares [8, 9]	Approvals Received 1=yes	Notes
<b>Conditional Approvals Received</b>					
Allen Park	892	\$764	1	1	First year assessment was paid on June 13, 2003; Signed agreement not yet received by Wayne County
Auburn Hills	191	\$260	1	1	
Beverly Hills	2,382	\$2,900	4	1	
Bingham Farms	783	\$627	1	1	
Birmingham	1,978	\$3,090	4	1	
Bloomfield Twp.	16,303	\$16,144	22	1	
Canton Twp.	23,123	\$25,697	34	1	
Dearborn	15,659	\$24,574	33	1	
Dearborn Heights	5,301	\$9,052	12	1	First year assessment paid July 17, 2003.
Farmington	1,706	\$2,644	4	1	
Farmington Hills	21,311	\$25,516	34	1	
Franklin	1,680	\$1,462	2	1	
Inkster	3,696	\$6,573	9	1	
Melvindale	1,726	\$2,674	4	1	Approved at May 22 City Council meeting; signed form not yet received by County
Northville	1,298	\$1,782	2	1	
Northville Twp.	10,603	\$9,592	13	1	
Plymouth	1,410	\$2,244	3	1	Approved at July council meeting; signed form not yet received by Wayne County.
Plymouth Twp.	10,251	\$10,452	14	1	
Redford Twp.	7,215	\$12,360	16	1	
Romulus	2,458	\$2,087	3	1	
Southfield	14,982	\$19,025	25	1	
Superior Twp.	10,371	\$7,373	10	1	
Troy	3,835	\$4,443	6	1	
Van Buren Twp.	8,421	\$6,347	8	1	
Walled Lake	585	\$746	1	1	
Washtenaw County		\$0	3	1	
Wayne	3,829	\$5,221	7	1	
Wayne County		\$0	32	1	
West Bloomfield Twp.	11,081	\$12,996	17	1	
Westland	12,457	\$20,567	27	1	
Wixom	548	\$532	1	1	
<b>Conditional Approvals Received</b>	<b>196,076</b>	<b>\$237,743</b>	<b>353</b>	<b>31</b>	
	<b>77.8%</b>	<b>79.2%</b>	<b>77.3%</b>		
<b>Council Date Set/Funding Appropriated</b>					
Commerce Twp.	606	\$526	1		Plan to join Rouge Assembly.
Garden City	3,752	\$6,928	9		City Council to consider on July 28.
Lathrup Village	963	\$1,235	2		Reviewed the Assembly material in their study committee on Monday 5/19; could be voted on at full meeting first week of June.
Livonia	22,952	\$29,372	39		Council study session late July. Plan to bring to City Council in late August.
Novi	15,231	\$15,774	21		City Council to consider on July 21.
Oakland County		\$0	20		Planning and Building approved Rouge River Assembly on July 8. Plan to present Rouge River Assembly at Board of Commissioners on July 17, Finance Committee on July 24, and full Board of Commissioners on July 31.
<b>Total Pending in July</b>	<b>43,503</b>	<b>\$53,835</b>	<b>92</b>		
	<b>17.3%</b>	<b>17.9%</b>	<b>20.1%</b>		
<b>Subtotal: Received + Pending in July</b>	<b>239,579</b>	<b>\$291,578</b>	<b>444</b>		
	<b>95.1%</b>	<b>97.2%</b>	<b>97.5%</b>		
<b>Status Unknown</b>					
Lyon Twp.	468	\$316	1		
Pontiac	450	\$514	1		
Ypsilanti Twp.	1,097	\$1,063	1		
<b>Total Unknown</b>	<b>2,014</b>	<b>\$1,893</b>	<b>3</b>		
	<b>0.8%</b>	<b>0.6%</b>	<b>0.7%</b>		
<b>Will Not Participate in Assembly</b>					
Salem Twp.*	40,339	\$6,529	9	0	
<b>No COC but applied for Watershed Permit; Potential Inclusion at First Assembly Meeting</b>					
Bloomfield Hills					
Rochester Hills					

Notes:  
 [7] Assessment to each community for \$300,000 total Assembly budget; allocation based upon equal weight given to population and land area within Rouge Watershed  
 [8] Number of Voting Shares Based Upon Assessment Divided by \$250 and Rounded to the Nearest Whole Number  
 [9] County Voting Shares 12% of Total Shares Divided Between Counties Based Upon Equal Weight to Land Area and Population in Watershed  
 [10] Eligible communities have a COC for the Watershed-Based Storm Water Permit. Rouge communities who do not have a COC at this time include:  
 Bloomfield Hills, Detroit, Ecorse, Highland Park, Oak Park, Orchard Lake, River Rouge, Rochester Hills. Bloomfield Hills and Rochester Hills have applied to MDEQ for coverage under the Storm Water Permit.

**Rouge River Assembly  
Designated Representatives and Alternates - July 21, 2003**

Community	Designated Representative	Title	Address	City	State	Zip	Phone	E-mail
Allen Park								
Auburn Hills	Mr. Shawn Keenan	Department of Public Works	1500 Brown Road	Auburn Hills	MI	48236	248-391-3777	skeenan@auburnhills.org
Village of Beverly Hills	Mr. Renzo Spallasso	Director of Public Services	18500 W. 13 Mile Road	Beverly Hills	MI	48025	248-646-6404	renzo@villagebeverlyhills.com
Bingham Farms	Ms. Kathryn Hagaman		24255 13 Mile Road #190	Bingham Farms	MI	48025	248-644-0044	
Birmingham	Mr. Dennis Dembiec	Director of Engineering and DPS	151 Martin Street, P.O. Box 3001	Birmingham	MI	48012-3001	248-644-3865	Ddembiec@c.birmingham.mi.us
Bloomfield Township	Mr. Wayne Domine	Superintendent of Water & Sewer	4200 Telegraph Suite BH	Bloomfield Twp	MI	48302	248-433-7731	
Canton Township	Mr. Robert Belair	Assistant Township Engineer	1150 Canton Certer S	Canton	MI	48188	734-394-5154	Bob.Belair@canton-mi.org
Dearborn	Mr. Kurt Giberson	Director of Public Works	2951 Greenfield Road	Dearborn	MI	48120	313-943-2145	kgiberso@ci.dearborn.mi.us
Dearborn Heights	Hon. Ruth A. Canfield	Mayor	6045 Fenton	Dearborn Heights	MI	48127	313-277-7413	
Farmington	Mr. Kevin G. Gushman	Director of Public Services	33720 W. Nine Mile Road	Farmington	MI	48335	248-473-7250	
Farmington Hills	Mr. Thomas Biasell	Director, Department of Public Services	31555 Eleven Mile Road	Farmington Hills	MI	48336	248-473-9521	tbiasell@ci.farmington-hills.mi.us
Village of Franklin	Mr. Jon E. Stoppels	Village Administrator	32325 Franklin Road	Franklin	MI	48025	248-626-9666	
Inkster	Mr. Muzaffar Lakhani	DPS Director	26900 Princeton Road	Inkster	MI	48141	313-563-9775	mlak2000@aol.com
Melvindale	Mr. Mark Kibby	City Administrator	3100 Oakwood Boulevard	Melvindale	MI	48122	313-429-1059	controller@melvindale.org
City of Northville	Mr. Gary Word	City Manager	215 W. Main Street	Northville	MI	48167	248-449-9905	
Northville Township	Mr. Don Weaver	Director, Department of Public Services	16225 Beck Road	Northville	MI	48167	248-348-5830	dweaver@northvillemich.com
City of Plymouth	Mr. Scott Cabauatan	Solid Waste Coordinator	1231 Goldsmith	Plymouth	MI	48170	734-453-7737	
Plymouth Township	Mr. Steve Mann	Supervisor	42350 Ann Arbor Road	Plymouth	MI	48170	734-354-3201	
Redford Township	Mr. Ron Caryl	Superintendent of Water & Sewer	12200 Beech Daly	Redford	MI	48239	313-387-2665	rcaryl@redfordtwp.com
Romulus								
City of Southfield	Ms. Karen L. Mondora	Storm Water Manager	26000 Evergreen Road	Southfield	MI	48076	248-796-4807	K_Mondora@Cityofsouthfield.com
Superior Township	Ms. Deborah Kuehn	Planning Department	3040 N. Prospect	Ypsilanti	MI	48198	734-482-6099	planning@superior-twp.org
Troy		Storm Water Engineer	4693 Rochester Road	Troy	MI	48085	248-526-5126	
Van Buren Township	Mr. Dan Swallow	Environmental Director	46425 Tyler Road	Van Buren Twp	MI	48111	734-699-8913	dswallow@vanburen-mi.org
Walled Lake	Mr. Loyd Cureton	Director of Public Works	1499 East Maple P.O. Box 99	Walled Lake	MI	48390	248-624-4849	
Washtenaw County	Ms. Janis Bobrin	Drain Commissioner	705 N. Zeeb Road	Ann Arbor	MI	48103	734-994-2525	bobrinj@co.washtenaw.mi.us
Wayne	Mr. Ramzi El-Gharib	City Engineer	4001 S. Wayne Road	Wayne	MI	48184	734-728-9160	
Wayne County	Mr. Kurt L. Heise	Director, Department of Environment	415 Clifford, 7th Floor	Detroit	MI	48226	313-224-3631	kheise@co.wayne.mi.us
West Bloomfield Township	Mr. Gary Mekjian	Director of Engineering	4550 Walnut Lake Road	West Bloomfield	MI	48323	248-451-4800	
Westland	Mr. Thomas Wilson	Director, Department of Public Service	37137 Marquette	Westland	MI	48185	734-467-3241	dps@ci.westland.mi.us
Wixom	Mr. Gregory S. McCaffery	Director of Public Services	49045 Pontiac Trail	Wixom	MI	48393	24-624-4664	

**Rouge River Assembly  
Designated Representatives and Alternates - July 21, 2003**

Community	Alternate Representative	Title	Address	City	State	Zip	Phone	E-mail
Allen Park								
Auburn Hills	Mr. Ron Melchert	Manager of Public Works	1500 Brown Road	Auburn Hills	MI	48236	248-391-3777	
Village of Beverly Hills	Mr. Brian Murphy	City Manager	18500 W. 13 Mile Road	Beverly Hills	MI	48025	248-646-6404	
Bingham Farms	Mr. H. William Freeman		24255 13 Mile Road #190	Bingham Farms	MI	48025	248-644-0044	
Birmingham	Mr. Paul O'Meara	Assistant Director of Engineering	151 Martin Street, P.O. Box 3001	Birmingham	MI	48012-3001	248-644-3865	
Bloomfield Township								
Canton Township								
Dearborn	Mr. Godfrey Udogi	City Engineer	4500 Maple	Dearborn	MI	48126	313-943-2145	gudoji@ci.dearborn.mi.us
Dearborn Heights	Ms. Margaret M. Horvath	Executive Assistant	6045 Fenton	Dearborn Heights	MI	48127	313-277-7413	
Farmington	Mr. Paul E. Smith	Department of Public Services	33720 W. Nine Mile Road	Farmington	MI	48335	248-473-7250	
Farmington Hills								
Village of Franklin	Ms. Eileen Parker	Village Clerk	32325 Franklin Road	Franklin	MI	48025	248-626-9666	
Inkster	Mr. Reiven Holt	Supervisor of Roads	26900 Princeton Road	Inkster	MI	48141		
Melvindale	Mr. Eric Witte	Department of Public Works	3100 Oakwood Boulevard	Melvindale	MI	48122	313-429-1061	commissioner@melvindale.org
City of Northville	Mr. James P. Gallogly	Public Works Director	215 W. Main Street	Northville	MI	48167	248-449-9930	JGALLOGL@ci.northville.mi.us
Northville Township	Ms. Anne Naszradi	Engineer	16225 Beck Road	Northville	MI	48167	248-374-2404	ANaszradi@northvillermich.com
City of Plymouth	Mr. Shawn Keough	Engineer	25251 Northline	Taylor	MI	48180	734-947-2622	
Plymouth Township	Mr. James D. Anulewicz	Director, Department of Public Services	46555 Port	Plymouth	MI	48170	734-453-8131 x23	Janulewicz@plymouthtpw.org
Redford Township	Mr. Leo Snage	Director of Public Services	12200 Beech Daly	Redford	MI	48239	313-387-2640	leos@redfordtpw.com
Romulus								
City of Southfield	Mr. Wayne Bonus	Administrative Engineer	26000 Evergreen Road	Southfield	MI	48076	248-796-4816	
Superior Township								
Troy		Environmental Specialist	500 W. Big Beaver	Troy	MI	48085	248-524-3383	
Van Buren Township	Ms. Patti J. Duha	Director of Water and Sewer Operations	46425 Tyler Road	Van Buren Twp	MI	48111	734-699-8947	
Walled Lake	Ms. Carol Woodruff	DPW Coordinator	1499 East Maple P.O. Box 99	Walled Lake	MI	48390	248-624-4849	cwoodruff@walledlake.com
Washtenaw County	Ms. Michelle Bononi	Environmental Planner	705 N. Zeeb Road	Ann Arbor	MI	48103	734-994-2525	bononim@co.washtenaw.mi.us
Wayne								
Wayne County	Ms. Kelly A. Cave	Director, Watershed Management Division	415 Clifford, 5th Floor	Detroit	MI	48226	313-224-8282	Kcave@co.wayne.mi.us
West Bloomfield Township	Ms. Anne Vaara		4550 Walnut Lake Road	West Bloomfield	MI	48323	248-451-4800	anne@twp.west-bloomfield.mi.us
Westland	Mr. Kevin Buford	Superintendent of Construction and	37137 Marquette	Westland	MI	48185	734-467-3242	
Wixom	Mr. Michael Howell	Director of Public Works	49045 Pontiac Trail	Wixom	MI	48393		

**Rouge River Watershed Local Management Assembly**  
**Memorandum of Agreement**  
**Summary of Changes**

The Rouge Watershed communities requested that finalization and approval of the Memorandum of Agreement and operating budget be completed in two steps, in order to retain the option not to formally accept the terms of the Agreement until it is clear how many communities have committed to participate. The “Appendix D” form completed by your community indicated “conditional” approval of the December 19, 2002 Draft Memorandum of Agreement (2002 MOA) and budget.

Assuming that communities agree that the proposed Rouge River Watershed Local Management Assembly (Rouge River Assembly) will proceed, a “final” version of the Memorandum of Agreement (2003 MOA) and budget has been prepared for review and possible adoption. A summary of revisions to the 2002 MOA, reflected in the 2003 MOA, are listed below. Most of the revisions relate to the fact that the 2002 MOA assumed that the Rouge Assembly would begin operation on July 1, 2003. Assuming that the communities vote to proceed with the Rouge River Assembly on August 5, 2003, the term of the Agreement, budgets, and fiduciary responsibilities outlined in the MOA must be revised.

- Term - The transitional term of the Rouge River Assembly was extended from 12 months in the 2002 MOA to 17 months (through December 31, 2004) in the 2003 MOA.
- Officers - The term of the elected officers of the Rouge River Assembly has been extended to 17 months - through December 31, 2004 - consistent with the term of the 2003 MOA. The officers will be subject to re-election at the last meeting in 2004.
- First Meeting - Details about the requirements to call the first meeting have been removed.
- Meetings - The 2003 MOA specifies that the first meeting will be held on August 5, 2003 and the second prior to December 31, 2003.
- Budgets - The budget for 2003 will be established at the first meeting on August 5, 2003. The budget for 2004 will be established before December 31, 2003.
- Assessments - The 2002 MOA specified the assessment for communities for the first 12 months of the Assembly. The assessment for the second year of the Assembly was to be determined by the Assembly. The 2003 MOA specifies that community annual assessments for 2003 and 2004 will not exceed the amount identified in Appendix A. The total assessment for each community for the first 17 months of operation (2003 and 2004 calendar years) shall not exceed twice the annual assessment identified in Appendix A. The 2003 MOA also specifies that any unspent monies assessed in 2003 will be carried over to 2004.
- Invoicing - The procedures and timing for invoicing by WCDOE, as part of their fiduciary responsibilities for the Rouge River Assembly, are identified.
- Financial Accounting - The 2002 MOA specified that Wayne County would provide financial accounting of all funds collected and expended to the Assembly. The 2003 MOA further specifies that Wayne County will provide that information within 45 days following the end of the first five month period and within 45 days following the end of each calendar year.
- Fiduciary Responsibility - Before December 1, 2004 the Assembly will determine how fiduciary responsibilities will be managed beginning on January 1, 2005.

## **Final Agreement Proposed for Adoption at the August 5, 2003 Meeting**

# **ROUGE RIVER WATERSHED LOCAL MANAGEMENT ASSEMBLY**

## **MEMORANDUM OF AGREEMENT**

**August 5, 2003**

### **I. PURPOSE**

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Rouge River Watershed Local Management Assembly (hereinafter the "Assembly") to be formed on a transitional basis, as more particularly described below. Local public agencies and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Rouge River and in providing mutual assistance in meeting the storm water permit requirements under the Michigan Department of Environmental Quality (MDEQ) watershed-based, general storm water discharge permit, or similar storm water discharge permits issued to public entities within the Rouge River watershed.

The Agreement will also provide a framework for consideration of a new, permanent watershed organization with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the Rouge River.

### **II. HISTORY**

The Rouge River watershed, located in southeast Michigan, runs through the most densely populated and urbanized land area in the state. The watershed is approximately 438 square miles in size and includes all or part of 48 municipalities in three counties, with a population of over 1.4 million. The industrial growth of the lower Rouge River in the first half of the twentieth century and the rapid residential and commercial growth in the last half of the century in the upper portions of the watershed created serious pollution problems. Despite pollution control efforts as early as the 1940s, when the Detroit wastewater treatment facility was built to serve many of the Rouge River watershed communities, pollution problems have increased in the river. It has only been in the last decade that significant restoration of water quality has begun to be documented as a result of over one billion dollars of investments by area residents for pollution control.

In 1985, at the urging of local citizens and organizations the State of Michigan adopted the Rouge River Basin Strategy. In 1987, the International Joint Commission designated the Rouge River as one of the 43 most polluted areas in the Great Lakes.

In 1989, the original Rouge River Remedial Action Plan (RAP) was completed and endorsed by a majority of the watershed communities. This original RAP called for an ambitious twenty-year plan to address pollution problems. The progress in achieving restoration has been documented in Rouge River RAP Updates. In the early 1990s, the United States District Court, at the urging of local communities, facilitated a phased process for correcting combined sewer overflows (CSOs) affecting the river. In 1992, with the bipartisan assistance of the Michigan congressional delegation representing the watershed, Wayne County received the first U.S. Environmental Protection Agency grant for the Rouge River National Wet Weather Demonstration Project (Rouge Project).

The U.S. District Court, as part of its oversight responsibilities for pollution control on the Detroit River stemming from a court case filed in the 1970's and its role in facilitating the CSO resolution (i.e., the "Bulkley Settlement"), has maintained a continuing interest in the results of the Rouge Project. In the mid-1990s, the U.S. District Court strongly urged the 48 local public agencies within the Rouge River watershed to adopt a more comprehensive approach to control pollution from sources other than CSOs. The U.S. District Court proposed a watershed-wide authority under the Michigan Drain Code to manage water issues within the Rouge River watershed. At the same time, the U.S. EPA was required by a Federal Court consent judgment to adopt regulations to control storm water discharges under the Federal Clean Water Act.

As an alternative to the Drain Code authority proposed by the U.S. District Court, and to comply with the pending U.S. EPA storm water regulations, a group of local agencies and communities within the Rouge River watershed proposed a watershed-based approach to the control of pollution sources related to storm water discharges. In 1997, the MDEQ adopted this unique watershed approach developed by local agencies under the Rouge Project. Subsequently, 44 public agencies with storm water responsibilities within the Rouge River watershed entered into this voluntary general storm water permit which was later endorsed by the United States Environmental Protection Agency (U.S. EPA) as meeting Phase II federal storm water discharge regulation requirements that became mandatory for urbanized communities in 2003.

The watershed-based storm water permit approach, developed with assistance from the Rouge Project, has become a national model. There are now seven cooperatively developed subwatershed water management plans in place for the Rouge River. Each local agency has prepared and submitted a Storm Water Pollution Prevention Initiative Plan (SWPPI) to the MDEQ that identifies their commitments to implement their part of each of the plans. However, the federal funds from the Rouge Project that have provided the basic monetary support for this joint effort are being phased out over the next few years. The Rouge River watershed communities are interested in accepting Wayne County's offer to use a portion of the remaining Rouge Project grant dollars to assist a new Rouge River watershed organization in transitioning the responsibility for providing the essential support services needed by the local agencies to meet their storm water permit requirements.

### **III. ASSEMBLY**

#### **A. Term**

While the ultimate organization of the Assembly and its responsibilities will evolve over time after thoughtful review of alternatives, the signatories to this Agreement want to work together under the following terms to assure the continuation and smooth transfer of responsibility of essential services. These storm water management services, now being provided by Wayne County through the Rouge Project, should be progressively transferred to the control of the local governmental units with the legal and financial responsibility to meet state and federal storm water discharge permit requirements.

The Assembly shall be in existence on a transitional basis for an initial period of 17 months from August 5, 2003, through December 31, 2004. The members may mutually agree to renew and/or extend the term of the Assembly under the provisions contained in this Agreement.

#### **B. Composition**

The members of the Assembly shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village (hereinafter "Community or Communities") and county (as defined under paragraph **III.D.2.** of this Agreement) within the Rouge River watershed that has a Certificate of Coverage (COC) under the MDEQ Watershed-Based General Storm Water Permit (WBGSWP) and that are signatory to this Agreement. Provided, however, other Communities within the Rouge River watershed may become members once they obtain an MDEQ permit for the regulation of storm water discharges that the Executive Committee, established under paragraph **III. E.** of this Agreement, determines is comparable to the WBGSWP.

Members, and designated alternates, shall serve until replaced by the appointing authority.

#### **C. Public Participation**

It shall be the intent of the Assembly to make all of its meetings open to the public. The Assembly and/or its Executive Committee shall:

- Determine the rules for public participation
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

## **D. Voting/Assessment of Costs**

The Assembly shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty percent (50%) of the Assembly members, or their designated alternates, eligible to vote and present at a meeting. Members eligible to vote are those appointed by an appropriate governing authority that has signed this Agreement and that has paid its assessment. Provided, however, any eligible voting member may request that formal actions be subject to a voting of shares. If a voting of shares is requested, adoption of formal actions shall require a simple majority of the voting shares of a quorum based upon the following allocation:

### **1. Communities with a Certificate of Coverage (COC) for Storm Water Discharges**

The voting shares of each Community member shall be determined by the relative population and land area each has within the Rouge River watershed as shown in Appendix A to this Agreement. Appendix A will also be used to determine the annual costs assessed to each member Community. For the first five months of this Agreement the assessed costs for Communities with a COC are shown in Appendix A. Since the first meeting of the Assembly will not occur until August 5, 2003, the budget allocations approved at the August 5, 2003, meeting will be expended, to extent feasible, in calendar year 2003. Any funds not expended during 2003 will be carried forward to support the 2004 Assembly budget. Invoices for the amount shown in Appendix A or less for the first five months of the Assembly operation will be sent to each community immediately following the August 5, 2003, meeting by the Wayne County Department of the Environment. Invoices for the 2004 Assembly operating budget will be mailed in January of 2004 after Assembly members adopt the 2004 budget. Payment for the January 2004 invoices will be accepted during 2004 based upon the fiscal year budget adoption process that varies by community. In any event, the assessment for each community for the 12 months beginning January 1, 2004 and ending December 2004, will not exceed the amount shown in Appendix A.

### **2. Counties with a Certificate of Coverage**

The voting shares for the three counties shall be determined as follows

- Collectively the three counties shall share 12% of the total voting shares
- The shares between the counties shall be based upon the relative population and land area contained within the Rouge River watershed in each county as shown in Appendix A

For the purposes of this Agreement, counties are defined as the appointed/elected Road Commission that has a separate COC regulating storm water discharges, the elected County Drain Commissioner, the elected County Executive, or the elected County Commission. Provided, however, only one member or designated alternative shall represent each county.

Based upon the commitment of staff and service contributions of the Oakland County Drain Commissioner, the Washtenaw County Drain Commissioner and the Wayne County Department of the Environment to storm water management efforts in the Rouge River Watershed, and the commitment of Rouge Project grant dollars, the counties will not be assessed costs during the first 17 months of this agreement.

In subsequent years, the Assembly, on a year-to-year basis, will reevaluate the level of assessed cost attributable to the three counties. In any event, once the Rouge Project grant dollars are no longer available, continuing county membership will be contingent upon payment of annual assessments and/or contribution of services consistent with the level of direct benefits accruing each county as determined by the Assembly.

### **3. Voting and Assessments of Public Agencies Not Listed in Appendix A**

The addition of Communities not currently listed in Appendix A anytime during the five-month period beginning August 5, 2003, shall be allocated costs based upon a revised table that reflects the new expanded watershed area and population. The voting shares for any Community added shall be on the same basis as those who are listed on Appendix A. When a new Community is added, the total voting shares and total assessment contained in the budget of the Assembly shall be increased accordingly. However, the voting shares and assessment of costs for those Communities and counties listed in Appendix A shall not change during the first five-month period. Any adjustments or credits related to an increase in the number of communities participating will be made during the 2004 assessment of costs.

#### **E. Election of Officers and Appointment of Executive Committee**

The Assembly shall annually elect, from among its members, a Chair, Vice-Chair and Treasurer. The three Assembly officers shall be limited to an elected or appointed official, or an employee of a Community. Officers elected by the Assembly may serve up to three consecutive terms. The first elected officers will serve a term of 17 months and will be subject to re-election for second 12-month term at the last meeting of the Assembly in 2004. Officers shall be elected by a majority of the members present. The Chair, Vice Chair and Treasurer of the Assembly shall serve until replaced by a majority vote of the members. The elected Vice Chair, or the elected Treasurer in the event the Vice Chair is unavailable, may assume the duties of the elected Chair if the elected Chair is unavailable.

The members of the Executive Committee shall have a maximum of 13 voting members consisting of

- (3) the elected Chair, Vice-Chair, Treasurer of the Assembly,
- (3) one representative or alternate from each member county, and
- (7) one representative or alternate from each of the seven Subwatershed Advisory Groups established under the Rouge River WBGSWP.

The meetings of the Executive Committee shall be chaired by one of the three elected officers. The elected Chair of the Assembly shall chair the Executive Committee, with the responsibility succeeding to the elected Vice Chair if the elected Chair is absent. If neither the elected Chair nor the elected Vice Chair are present at an Executive Committee meeting, the elected Treasurer shall serve as chair for the meeting. The elected officers of the Assembly shall not have alternates serve on their behalf on the Executive Committee.

The three counties and the seven Subwatershed Advisory Groups (SWAGs) established under the WBGSWP shall appoint their respective representatives and alternates to the Executive Committee. Representatives and alternates serving on the Executive Committee, including those appointed by a SWAG, shall be limited to those individuals representing a Community or county that has signed this agreement and has paid its membership assessment. In an effort to assure the broadest participation by Assembly members, a SWAG appointment to the Executive Committee shall be neither a county representative nor a representative from the same Community as those represented by the three officers elected by the Assembly.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members (7) vote in favor of a motion. Each member will have one vote. A County or a SWAG may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee.

## **F. Meetings**

The Assembly shall meet at least twice each year at a designated time and location established by the Executive Committee. The first meeting of the Assembly for 2003 will be held August 5, 2003, and the second meeting shall be held prior to December 31, 2003. Agendas for Assembly meetings will be distributed and circulated to all members at least two weeks in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair or Vice-Chair. All meetings of the Assembly, Executive Committee, standing committees or special committees established under the Assembly shall operate under the Robert's Rules of Order unless modified by a majority vote of the Assembly members. The meetings of the Assembly shall be rotated to locations throughout the Rouge River watershed allowing any member community or agency to host a meeting.

## **G. Assembly Duties**

The Assembly shall have the following duties:

### **1. Budget and Assessments**

After the first 5 months of operation, review and approve the annual budget for the Assembly and establish the allocation of annual assessments to members. The budget for the first five months shall be established at the first meeting August 5, 2003, and subsequent 12-month budget will be established before December 31, 2003. After the first 17-months of operation, the Assembly shall adopt a budget before December 31, for the calendar year that follows.

### **2. Standing Committees**

Establish and outline a charge for three standing committees on technical issues (Technical Committee), financial management (Finance Committee), and public involvement (PI Committee). The Treasurer shall chair the Finance Committee, and an Executive Committee member shall be selected to serve as chair of the Technical and PI committees. Any member or designated alternate may serve on any standing committee.

### **3. Special Committee**

Establish a special committee (Organization Committee) to consider and recommend a permanent Rouge River Watershed Organization. The Assembly shall appoint members to the Organization Committee that reflects a broad diversity of the Assembly membership with respect to geographic location and land area within the watershed, population, and type of public agency.

### **4. Other Duties**

- Maintain official written record of meetings that includes attendance, issues discussed, and votes taken.
- Recommend to member Communities and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the Assembly including, but not limited to, directing the activities of any

committees established under this Agreement or subsequently authorized by the Assembly.

- Encourage and promote public input into decisions and recommendations of the Assembly, and of all committees established by the Assembly.

## **H. Executive Committee Duties**

The Executive Committee shall have the following duties:

### **1. Budget**

With the advice of the standing committees, supervise the expenditure of Assembly monies consistent with the approved annual budget.

### **2. Coordinate Transition**

Coordinate with Wayne County the transition of responsibility for the storm water management support programs of the Rouge Project to the Assembly.

### **3. Supervise Staff and Arrange Support Services**

Arrange for the services of at least one staff person responsible to the Assembly members to facilitate meetings, prepare agendas, and negotiate and advocate on behalf of the Assembly. Supervise and provide direction to staff of the Assembly, make provisions for necessary management support services for operation of the Assembly.

### **4. Provide Forum for Discussion**

Provide a forum for discussion and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the Assembly.

### **5. Other Duties**

- Assist the standing committees and special committee of the Assembly in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, as a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the Assembly.

#### **IV. RESOLUTION**

The Communities and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercise of existing authority that includes the ability to commit to the payment of two assessments for support of the Assembly as identified annual costs in Appendix A for the first 17 months of operation (i.e., first assessment for the period August 2003 through December 2003 and a second assessment for the period January 2004 through December 2004). In subsequent years, Communities and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of the annual assessment in support of annual budgets approved by the Assembly.

Modifications to this Agreement as may be recommended by formal action of the Assembly shall be subject to acceptance of the appropriate authority of each Community or county.

Services provided through the Assembly and grant funds provided by the Rouge Project for storm water management shall be, to the extent practical, limited to Community and county members that have signed and met their respective financial obligations under this Agreement.

#### **V. FIDUCIARY SERVICES**

For the first 17-months of this Agreement, the Wayne County Department of Environment has agreed to provide fiduciary services for the collection and expenditure of Community assessments paid under the terms of this Agreement. It is understood that the Community assessments paid under the terms of this Agreement will be used only for the services identified in the revised 2003 Assembly Budget attached as Appendix B, and the services and budget subsequently adopted by the Assembly for 2004. The total assessment for each community for the first 17-months of operation of the Assembly (i.e., calendar year 2003 and 2004) shall not exceed twice the annual assessment identified in Appendix A. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual Assembly budget.

Wayne County has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Finance Committee. Wayne County has further agreed to provide a financial accounting of all funds collected and expended to the Assembly within 45 days following the end of the first five months of operation, and within 45 days following the end of each calendar year. Wayne County shall obtain Executive Committee concurrence before expenditure of any of the Community assessments collected. It is understood that the existing provider

arrangements for many if not all of the services identified in Appendix B may be most efficiently and cost effectively managed in the transition period through the existing Rouge Project contracts administered by Wayne County, or by Wayne County staff currently assigned these responsibilities. Before December 1, 2004, the Assembly will determine how fiduciary responsibilities will be managed beginning on January 1, 2005.

## **VI. APPENDICES TO AGREEMENT**

The following appendices are attached and are made a part of this Agreement

**Appendix A. Allocation of Costs and Voting Shares** that includes a list of Communities and counties with WBGSWP COCs, their respective land area and 2000-census population within the Rouge River watershed, their proportional allocation of costs based upon equal weight of land area and population within the watershed, and their voting shares.

**Appendix B. 2003 Assembly Budget** that includes a list of storm water management services and costs, and source of funding for calendar year 2003 adopted at the first meeting of the Assembly on August 5, 2003.

**Appendix C. Organization Chart of the Rouge River Watershed Local Management Assembly** that highlights the structure of the Assembly, and its relationship to entities identified in the Agreement

**Appendix D. Signatures of Those Communities and Counties Endorsing and Approving This Agreement** after August 5, 2003

## APPENDIX A - Allocation of Costs and Voting Shares (October 2002)

[1]	Community	Watershed Area (acres) [2]	Total Community Area (acres)	Weighted Population [3]	% Total Area [4]	% Weighted Population [5]	% Pop and Land Area [6]	Cost/\$300,000 Pop. & Land [7]	Community	Voting Shares Communities [8]	Voting Shares Counties [9]	Total Shares
COC	Allen Park*	892	4,509	1,490	0.35%	0.16%	0.25%	\$764	Allen Park*	1		
COC	Canton Twp.	23,123	23,123	76,366	9.18%	7.95%	8.57%	\$25,697	Canton Twp.	34		
COC	Dearborn	15,659	15,661	97,627	6.22%	10.17%	8.19%	\$24,574	Dearborn	33		
COC	Dearborn Heights*	5,301	7,479	37,740	2.10%	3.93%	3.02%	\$9,052	Dearborn Heights*	12		
COC	Garden City	3,752	3,752	30,047	1.49%	3.13%	2.31%	\$6,928	Garden City	9		
COC	Inkster*	3,696	3,997	27,987	1.47%	2.91%	2.19%	\$6,573	Inkster*	9		
COC	Livonia	22,952	22,953	100,545	9.11%	10.47%	9.79%	\$29,372	Livonia	39		
COC	Melvindale*	1,726	1,764	10,541	0.69%	1.10%	0.89%	\$2,674	Melvindale*	4		
COC	Northville	1,298	1,298	6,458	0.52%	0.67%	0.59%	\$1,782	Northville	2		
COC	Northville Twp.*	10,603	10,651	20,990	4.21%	2.19%	3.20%	\$9,592	Northville Twp.*	13		
COC	Plymouth	1,410	1,410	8,987	0.56%	0.94%	0.75%	\$2,244	Plymouth	3		
COC	Plymouth Twp.	10,251	10,251	27,833	4.07%	2.90%	3.48%	\$10,452	Plymouth Twp.	14		
COC	Redford Twp.	7,215	7,215	51,622	2.86%	5.38%	4.12%	\$12,360	Redford Twp.	16		
COC	Romulus*	2,458	23,020	3,994	0.98%	0.42%	0.70%	\$2,087	Romulus*	3		
COC	Van Buren Twp.*	8,421	23,085	8,535	3.34%	0.89%	2.12%	\$6,347	Van Buren Twp.*	8		
COC	Wayne*	3,829	3,857	18,830	1.52%	1.96%	1.74%	\$5,221	Wayne*	7		
COC	Westland*	12,457	13,099	84,177	4.94%	8.77%	6.86%	\$20,567	Westland*	27		
COC	Wayne County Subtotal	135,043	177,125	613,769	53.60%	63.92%	58.76%	\$0	Wayne Co. Com. Subtotal	235	32	
COC	Auburn Hills*	191	10,660	935	0.08%	0.10%	0.09%	\$260	Auburn Hills*	1		
COC	Beverly Hills*	2,382	2,568	9,488	0.95%	0.99%	0.97%	\$2,900	Beverly Hills*	4		
COC	Bingham Farms	783	783	1,030	0.31%	0.11%	0.21%	\$627	Bingham Farms	1		
COC	Birmingham*	1,978	3,063	12,243	0.79%	1.28%	1.03%	\$3,090	Birmingham*	4		
COC	Bloomfield Twp.*	16,303	16,694	41,204	6.47%	4.29%	5.38%	\$16,144	Bloomfield Twp.*	22		
COC	Commerce Twp.*	606	18,071	1,054	0.24%	0.11%	0.18%	\$526	Commerce Twp.*	1		
COC	Farmington	1,706	1,705	10,423	0.68%	1.09%	0.88%	\$2,644	Farmington	4		
COC	Farmington Hills	21,311	21,311	82,112	8.46%	8.55%	8.51%	\$25,516	Farmington Hills	34		
COC	Franklin	1,680	1,680	2,958	0.67%	0.31%	0.49%	\$1,462	Franklin	2		
COC	Lathrup Village	963	963	4,236	0.38%	0.44%	0.41%	\$1,235	Lathrup Village	2		
COC	Lyon Twp.*	468	20,892	243	0.19%	0.03%	0.11%	\$316	Lyon Twp.*	1		
COC	Novi*	15,231	20,008	42,927	6.05%	4.47%	5.26%	\$15,774	Novi*	21		
COC	Pontiac*	450	12,971	1,576	0.18%	0.16%	0.17%	\$514	Pontiac*	1		
COC	Southfield*	14,982	16,832	64,683	5.95%	6.74%	6.34%	\$19,025	Southfield*	25		
COC	Troy*	3,835	21,508	13,826	1.52%	1.44%	1.48%	\$4,443	Troy*	6		
COC	West Bloomfield Twp.*	11,081	20,192	40,956	4.40%	4.27%	4.33%	\$12,996	West Bloomfield Twp.*	17		
COC	Walled Lake*	585	1,533	2,547	0.23%	0.27%	0.25%	\$746	Walled Lake*	1		
COC	Wixom*	548	6,015	1,319	0.22%	0.14%	0.18%	\$532	Wixom*	1		
COC	Oakland County Subtotal	95,083	197,449	333,760	37.74%	34.76%	36.25%	\$0	Oakland Co. Com. Subtotal	146	20	
COC	Salem Twp.*	10,339	22,005	2,389	4.10%	0.25%	2.18%	\$6,529	Salem Twp.*	9		
COC	Superior Twp.*	10,371	22,731	7,668	4.12%	0.80%	2.46%	\$7,373	Superior Twp.*	10		
COC	Ypsilanti Twp.*	1,097	20,191	2,624	0.44%	0.27%	0.35%	\$1,063	Ypsilanti Twp.*	1		
COC	Washtenaw Subtotal	21,807	64,928	12,681	8.66%	1.37%	5.01%	\$0	Washtenaw Co. Com. Sub.	20	3	
	<b>Total</b>	<b>251,932</b>	<b>439,501</b>	<b>960,210</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>\$300,000</b>	<b>Total</b>	<b>401</b>	<b>55</b>	<b>456</b>
									Percent of Total	88%	12%	100%

[1] Rouge Watershed Communities with Certificates of Coverage for the Watershed-Based General Storm Water Permit (January 2002)

[2] Acres of Community within Rouge River Watershed

[3] Population of Community within the Rouge River Watershed

[4] Percent Land Area within Rouge River Watershed Compared to Total within Watershed

[5] Percent of Population within Watershed Compared to Total Population within Watershed

[6] Percent Land Area Plus Percent Population Divided by Two (i.e., equal weight to each factor)

[7] Assessment to Each Community for \$300,000 in Cost Based Upon Equal Weight Given to Population and Land Area Within the Rouge Watershed

[8] Number of Voting Shares Based Upon Assessment Divided by \$250 and Rounded to the Nearest Whole Number

[9] County Voting Shares 12% of Total Shares Divided Between Counties Based Upon Equal Weight to Land Area and Population in Watershed

\* Indicates Communities with Some Portion of Land Area Outside of the Rouge River Watershed

**APPENDIX B**  
**Rouge River Watershed Local Management Assembly**  
**2003 Budget**

Activity	Total Original Cost	Original Community Projected Cost (50% of Total)	Proposed 2003 Assembly Budget Including Federal Funds (January - December 2003)	Funds Expended to Date (Jan - July 2003)	Remainder of Year Expenditure (Aug - Dec 2003)	Total 50% Community Assessment Needed	Notes
Conduct Monitoring Program	\$247,000	\$123,500	\$227,000	\$62,480	\$164,520	\$113,500	The estimated cost includes the USGS continuous monitoring with associated data processing, continuous rainfall data collection, and 1/3 of SWPPI monitoring program in Main 1-2 Subwatershed - remainder to be completed in 2004. The USGS program will be completed as identified in the total original cost. The estimated cost of the SWPPI monitoring in the Main 1-2 is \$30,000. The remaining \$20,000 will be rolled over to complete the sampling in 2004. The total estimated cost of the 2003 Rouge Project monitoring program is \$473,000.
Subwatershed Advisory Group Facilitation	\$203,000	\$101,500	\$89,000	\$45,979	\$43,021	\$44,500	Attendance at MDEQ-RPO meeting on September 19, 2003, one additional meeting of each SWAG, and as-needed assistance to SWAGs.
Assembly Public Education Committee Support	\$50,000	\$25,000	\$0	\$0	\$0	\$0	
Rouge River Assembly Manager and Executive Assistant	\$100,000	\$50,000	\$25,000	\$0	\$25,000	\$12,500	Staff support to be provided at Assembly meetings, to the elected chair, and executive committee
<b>Total</b>	<b>\$600,000</b>	<b>\$300,000</b>	<b>\$341,000</b>	<b>\$108,459</b>	<b>\$232,541</b>	<b>\$170,500</b>	

<b>Community Assessment Income in 2003 (as of July 21, 2003)</b>	<b>\$237,743</b>
<b>Community Assessed Matching Funds Needed for Proposed 2003 Budget</b>	<b>\$170,500</b>
<b>Community Assessed Matching Funds to be Carried Over to 2004</b>	<b>\$67,243</b>

Notes:

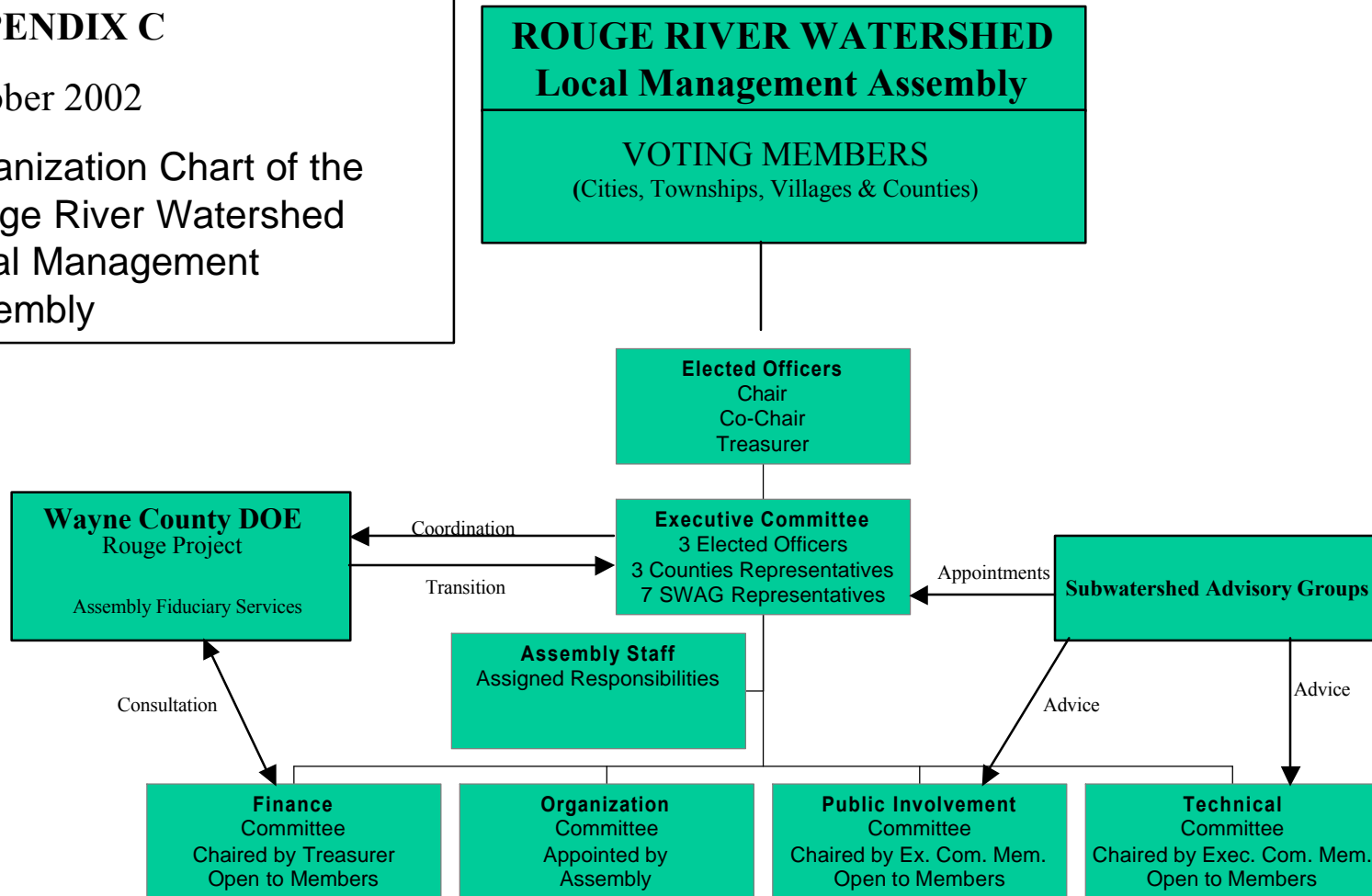
The MOA covers the period from August 2003 to December 2004. The costs presented above are for January 2003 to December 2003.

The budget for 2004 will be presented at the next meeting of the Rouge Assembly.

# APPENDIX C

October 2002

## Organization Chart of the Rouge River Watershed Local Management Assembly



## APPENDIX D

### Signatures of Those Communities and Counties Accepting This Agreement

The following Rouge River public agency endorses the purposes, and approves the provisions of this Agreement for a period of 17 months beginning August 5, 2003 and ending December 31, 2004. By its signature, the public agency formally accepts the terms of the Agreement

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name of Public Agency

The designated representative of the agency is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address

The alternate representative of the agency is:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address

*Forward copy of this signed page  
of the Agreement to:*

**Chair, Rouge River Watershed  
Local Management Assembly  
c/o Kelly Cave  
Watershed Management Division  
Wayne County Department of  
Environment  
415 Clifford Street, 5<sup>th</sup> Floor  
Detroit, MI 48226**

**PROPOSED FIDUCIARY AGREEMENT  
BETWEEN THE COUNTY OF WAYNE AND THE ROUGE RIVER WATERSHED  
LOCAL MANAGEMENT ASSEMBLY**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (“the Effective Date of this Agreement”), between the County of Wayne, Michigan, a body corporate and Charter County ("County") and The Rouge River Watershed Local Management Assembly ("Assembly").

**RECITALS**

WHEREAS, the Assembly represents the Rouge River watershed communities, and Wayne, Washtenaw and Oakland counties (“the Communities”); and

WHEREAS, the Assembly exists to facilitate the cooperative management of the Rouge River and to allow for mutual assistance in meeting the storm water permit requirements under the Michigan Department of Environmental Quality’s watershed-based, general storm water discharge permit, and similar permits issued by other governmental agencies; and

WHEREAS, meeting the storm water permit requirements will further the goal of improving water quality and recreational use of the Rouge River, one of the goals of the federal grant received from the United States Environmental Protection Agency as part of the Rouge River National Wet Weather Demonstration Project (“Grant”); and

WHEREAS, the County has agreed to perform certain functions relating to the collection and expenditure of assessments paid by the Communities under the terms of the Assembly’s Memorandum of Agreement dated [date] (Attachment A); and

WHEREAS, the assessments paid by the Communities under the terms of the Assembly’s Memorandum of Agreement will be used to support the Assembly’s activities, and to provide the required local matching funds for federal grant funds received from the United States Environmental Protection Agency as part of the Rouge River National Wet Weather Demonstration Project (“Grant Funds”);

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, the parties hereby agree as follows:

**ARTICLE I  
SCOPE OF PROJECT**

1.1 The Executive Committee of the Assembly shall provide to Wayne County, on the Effective Date of this Agreement, a list of the communities who have agreed to participate in the Assembly and the amount that each should be invoiced.

1.2 The Executive Committee of the Assembly shall provide to Wayne County, on the

Effective Date of this Agreement, a copy of the Assembly's approved 2003 budget.

1.3 The Executive Committee of the Assembly shall allow Wayne County the opportunity, during regularly scheduled meetings of the Executive Committee, to report activities and seek direction, if necessary, relating to its fiduciary responsibilities under this Agreement.

1.4 The County shall invoice each Community identified by the Assembly for the amount specified in the Assembly's Memorandum of Agreement, maintain records of payments received, and provide the Executive Committee of the Assembly with an accounting of payments received from each community.

1.5 The County shall deposit the payments received from the Communities in the grant account, and will use the funds to support the activities of the Assembly.

1.6 The assessments shall be used only in the amounts and for the services identified in the approved Assembly budget, and to provide the required local match for federal Grant Funds.

1.7 The County shall prepare and maintain records of disbursements from the Assembly's account.

1.8 The County will provide funds from the Rouge Project grant to partially fund the approved, allowed, and eligible costs for activities performed for the Assembly. The total amount to be provided to the Assembly from the Grant for 2003 activities shall not exceed \$300,000. The Assembly shall provide a minimum match of \$300,000 for 2003 activities. The total amount to be provided to the Assembly from the Grant for 2004 activities shall not exceed \$300,000. The Assembly shall provide a minimum match of \$300,000 for 2004 activities.

1.9 The County shall allow the Executive and Finance Committees of the Assembly full and complete access to records concerning assessments received and expenditures made from the account, and shall, at the request of the Finance Committee, make those records available for inspection and/or audit by the Finance Committee or its agent.

1.10 The County shall be responsible for the procurement of services, identified in the assembly budget, from the appropriate contractor(s).

## **ARTICLE II WAIVER OF BREACH**

2.1 No failure by a party to insist upon the strict performance of any term of this Agreement, or to exercise any term after a breach, constitutes a waiver of any breach of the term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other existing or subsequent breach.

**ARTICLE III  
TERMINATION**

3.1 This Agreement shall terminate on December 31, 2004.

3.2 This Agreement may be terminated in whole or in part in writing by the County for its convenience. The Assembly must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the County prior to termination.

This Agreement may be terminated in whole or in part in writing by the Assembly for its convenience. The County must be given: (1) not less than thirty (30) calendar days written notice of intent to terminate; and (2) an opportunity for consultation with the Assembly prior to termination.

3.3 Upon receipt of a termination notice pursuant to this Article, the County shall: (1) promptly discontinue all services affected (unless the notice directs otherwise), and (2) deliver or otherwise make available to the Assembly all data, reports, or other information maintained by the County in performing under the terms of this Agreement, whether completed or in process.

3.4 Upon termination pursuant to this article, the Assembly may take over the work and prosecute the same to completion by Agreement with another party or otherwise.

3.5 All notices of termination will be sent certified mail, postage prepaid and return receipt requested.

**ARTICLE IV  
LIABILITY**

4.1 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the Assembly and/or the Communities shall be the sole responsibility of the Assembly and/or the Communities, and not the responsibility of the County. Nothing herein will be construed as a waiver of any governmental immunity that the Assembly, the Communities, their agencies, or their employees may have as provided by statute or modified by court decisions.

4.2 All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities of the County will be the sole responsibility of the County and not the responsibility of the Assembly or the Communities. Nothing herein will be construed as a waiver of any governmental immunity that the County, its agencies, or employees may have as provided by statute or modified by court decisions.

**ARTICLE V  
ASSIGNABILITY**

6.1 Neither of the parties hereto may assign this Agreement without the prior written consent of the other.

**ARTICLE VI  
VALIDITY**

7.1 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the contract or make execution impractical.

**ARTICLE VII  
ENTIRE AGREEMENT**

8.1 This document, including any attachments, contains the entire agreement between the parties.

8.2 Neither party has made any representations except those expressly set forth herein.

8.3 No rights or remedies are, or will be acquired, by either party by implication or otherwise unless set forth herein.

**ARTICLE VIII  
JURISDICTION AND GOVERNING LAW**

9.1 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the law of the State of Michigan.

**ARTICLE IX  
EFFECTIVE DATES**

10.1 This Agreement becomes effective immediately upon signing by both parties and shall apply with respect to all assessments received and expenditures made pursuant to the Assembly's Memorandum of Agreement, until December 31, 2004. This Agreement, unless extended by mutual written agreement, expires on December 31, 2004.

**ARTICLE X  
PARTY REPRESENTATIVES**

11.1 The County's representative for this Agreement is the Director of Watershed Management Division, Department of Environment, Wayne County. The Assembly's representative for this Agreement is -----. Either party may assign alternate representatives upon written notification of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first written above.

COUNTY OF WAYNE, MICHIGAN

ROUGE RIVER WATERSHED LOCAL  
MANAGEMENT ASSEMBLY

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

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

Robert A. Ficano  
Its: Chief Executive Officer

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