



SPECIAL TOWNSHIP BOARD MEETING
LOCATION: 7527 HIGHLAND ROAD, WHITE LAKE - ANNEX BOARD ROOM
THURSDAY, FEBRUARY 17, 2022 – 6:00 PM

White Lake Township | 7525 Highland Rd | White Lake, MI 48383 | Phone: (248) 698-3300 | www.whitelaketwp.com

AGENDA

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**

5. **CLOSED SESSION**

RECESS INTO CLOSED SESSION FOR DISCUSSION OF PENDING LITIGATION WITH LEGAL COUNSEL REGARDING OAKLAND COUNTY CIRCUIT COURT CASE NO. 2021-189735-CZ, CHRISTOPHER REIBITZ V WHITE LAKE TOWNSHIP, IN ACCORDANCE WITH MCL 15.268(e) AND TO CONSIDER ATTORNEY/CLIENT PRIVILEGED COMMUNICATION IN ACCORDANCE WITH MCL 15.268(h).

6. **NEW BUSINESS**

- A. MOTION REGARDING SETTLEMENT IN THE MATTER OF REIBITZ V. WHITE LAKE, OAKLAND COUNTY CIRCUIT COURT CASE NO. 2021-189735-CZ
- B. [RESOLUTION #22-010; TO APPROVE AMENDMENT OF AMENDED INTERLOCAL AGREEMENT FOR FORMATION OF AN ACT 196 AUTHORITY TO PROVIDE TRANSPORTATION SERVICES](#)
- C. [REQUEST TO CONSIDER DLZ PROJECT PLAN PREPARATION PROPOSALS FOR 2023 CLEAN WATER STATE REVOLVING FUND AND 2023 DRINKING WATER REVOLVING FUND](#)

7. **ADJOURNMENT**

Procedures for accommodations for persons with disabilities: The Township will follow its normal procedures for individuals with disabilities needing accommodations for effective participation in this meeting. **Please contact the Township Clerk's office at (248) 698-3300 X-164 at least two days in advance of the meeting.** An attempt will be made to make reasonable accommodations.

**CHARTER TOWNSHIP OF WHITE LAKE
RESOLUTION TO APPROVE AMENDMENT OF AMENDED INTERLOCAL
AGREEMENT FOR FORMATION OF AN ACT 196 AUTHORITY TO PROVIDE
TRANSPORTATION SERVICES**

RESOLUTION NO. 22-010

At a special meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, (the "Township") held in the Township Annex @ 7527 Highland Road, White Lake, MI, on the 17th day of February, 2022, at 6 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the Township appreciates and recognizes the many benefits of having established local transportation service for qualified users in the Township; and

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the parties to the Interlocal Agreement agreed to amend that agreement to create a new and successor Authority under Act 196 named the Western Oakland Transportation Authority ("WOTA" and "Authority"); and

WHEREAS, the Township wishes to amend Article VII – Transportation Fund of the Amended Interlocal Agreement for the Formation of an Act 196 Authority; and

WHEREAS, the Township has reviewed and accepts the proposed changes to the Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Transportation Services.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Trustees of the Township hereby resolves to approve the First Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.
2. The Board of Trustees of the Township further resolves to authorize the Township Supervisor to execute the First Amended Interlocal Agreement for the Formation of an Act 196 Authority to Provide Public Transportation Services attached as Exhibit A.

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

A vote on the foregoing resolution was taken and was as follows:

ADOPTED.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I, Anthony L. Noble, Township Clerk of the Township of White Lake, hereby certify this to be a true and complete copy of Resolution No. 22-010, duly adopted at a special meeting of the Township Board held on the 17th day of February, 2022.

Anthony L. Noble
Township Clerk

35391:00001:6115116-1

MEMO

FOSTER SWIFT
FOSTER SWIFT COLLINS & SMITH PC || ATTORNEYS

TO: Western Oakland Transportation Authority Board of Directors

FROM: Mark T. Koerner

February 15, 2022

RE: First Amendment to the Interlocal Agreement for the Formation of An Act 196 Transportation Authority to Provide Transportation Services.

As you know, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.* In June of 2021, the governmental members of the Western Oakland Transportation Authority (Highland Township, White Lake Township, Waterford Township and the City of Walled Lake), along with the Western Oakland Transportation Authority, voted to create a new and successor Authority under Act 196, named the Western Oakland Transportation Authority (“WOTA”). As a result, an “Amendment to the Interlocal Agreement for the Formation Act 196 Transportation Authority to Provide Transportation Services” (“Amended Interlocal Agreement”) was executed by the governmental entities and the WOTA Board.

The Amended Interlocal Agreement contained provisions in Article VIII regarding the Transportation Fund which provided the basis for WOTA to be funded during its “Pilot Period” and beyond, including a “formulary” to calculate each governmental entity’s contribution. During discussions of the 2022 budget, the WOTA Board agreed that the “formulary” should be removed from the Amended Interlocal Agreement. To do so, the Amended Interlocal Agreement must be amended, and that can be accomplished by the adoption of a resolution of each of the governmental entities.

I have Amended the Amended Interlocal Agreement (the “First Amended Interlocal Agreement for the Formation Act 196 Transportation Authority to Provide Transportation Services”) to delete the formulary and to allow a base contribution for each of the governmental agencies (as it was in the Pilot Period) that can be modified by agreement of the governmental agencies. Specifically, the changes are as follows:

- “First” was added to the title of the document and in the footer on each page to identify the First Amended Interlocal Agreement for the Formation Act 196 Transportation Authority to Provide Transportation Services;
- Page 3 - The Whereas clauses were modified to identify how we got to the First Amended Interlocal Agreement;
- Page 4 – “First” was added to paragraph B;
- Page 4 - Reference to the dates of the Smart Millage for the City of Walled Lake were removed as the dates have passed and were unnecessary to the agreement;

- Page 5 – Reference to the Pilot Program was deleted as the pilot program had expired;
- Page 13 – The annual contributions for Highland, White Lake and Waterford were set at \$185,000.00, as they were during the Pilot Program, but allowing “the exact amount to be determined by the WOTA Board.” Annual contributions for the City of Walled Lake were set at \$133,4287.00, as it was previously during the Pilot Program, but allowing “the exact amount to be determined by the WOTA Board.” The annual contributions are made due January 1 of each year.
- Page 14 – The formulary was deleted;
- Page 15 – Item F was deleted as it was provided for in the transportation fund change on page 13;
- Page 16 – The “Initial Term” was deleted as there is no longer an initial term but the agreement was set for a period of four (4) years and will continue for four (4) year periods thereafter if not terminated by the parties as anticipated when there was an initial term;
- Page 16 – Item C was deleted as it was duplicate of the transportation fund change on page 13.

There were no further changes to the document. I have attached a redline for review.

I would be happy to answer any questions anyone may have.

Mark T. Koerner

MTK

35391:00001:6132857-1

**FIRST AMENDED
INTERLOCAL AGREEMENT
FOR THE FORMATION OF AN ACT 196 AUTHORITY
TO PROVIDE TRANSPORTATION SERVICES**

BY AND AMONG:

The Charter Township of Highland

The Charter Township of White Lake

The Charter Township of Waterford

The City of Walled Lake

**REGARDING THE INDEPENDENT LEGAL ENTITY
KNOWN AS**

**WESTERN OAKLAND TRANSPORTATION AUTHORITY
(A Michigan Public Body Corporation)**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I – PURPOSE	4
ARTICLE II – DEFINITIONS	4
ARTICLE III – CREATION OF WESTERN OAKLAND TRANSPORTATION AUTHORITY (“WOTA”)	5
ARTICLE IV – WOTA BOARD COMPOSITION	6
ARTICLE V – WOTA OFFICERS	8
ARTICLE VI – WOTA BOARD MEETINGS	9
ARTICLE VII – WOTA BOARD POWERS	10
ARTICLE VIII – TRANSPORTATION FUND	12
ARTICLE IX –VEHICLES	14
ARTICLE X – TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF GOVERNMENTS.....	15
ARTICLE XI – DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS.....	16
ARTICLE XII – MISCELLANEOUS PROVISIONS	17
ARTICLE XIII – ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC AGENCIES	19
ARTICLE XIV - EFFECTIVE DATE.....	20

Recitals

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

WHEREAS, in June of 2021, each public agency that is a party herein intends agreed to amend the interlocal agreement to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”); by executing an Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services; and

~~**WHEREAS**, each public agency that is a party herein agrees that WOTA will administer and carry out the joint powers, duties, functions and responsibilities possessed by the the public agencies as necessary that are parties hereto desire to achieve intergovernmental cooperation as set forth herein; and~~

~~—— **WHEREAS**, Amend the Article VIII – Transportation Fund of the goals and objectives herein specifically include providing and managing safe transportation Amended Interlocal Agreement for the Formation of An Act 196 Authority to seniors and disabled persons Provide Transportation Services.~~

NOW, THEREFORE, the public agencies, as set forth herein, do hereby agree to the following terms and conditions with consideration acknowledged and accepted:

ARTICLE I
PURPOSE

To provide defined and beneficial transportation services to Eligible Persons in the Service Area.

ARTICLE II
DEFINITIONS

- A. “Act” shall mean the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.*
- B. “Agreement” shall mean this First Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.
- C. “WOTA Board” shall mean the Board of WOTA as created and authorized herein.
- D. “Eligible Persons” shall mean a resident of any Party herein that is 55 or older or 18 or older with a disability. This shall include one (1) personal care attendant companion if required to assist with a disability, and/or a Service Animal.

Based on the SMART Millage the City of Walled Lake is obligated ~~for three years (Jan. 1, 2019-Dec. 31, 2021)~~, to provide Transportation services to everyone age 18 and older, regardless of disability, income, etc. who resides within the City of Walled Lake.

- E. “Fiscal Year” shall mean the calendar year being January 1 to December 31.
- F. “OMA” shall mean the State of Michigan Open Meetings Act.
- G. “Party” or “Parties” shall mean a public agency or public agencies that have executed this Agreement and have not withdrawn from this Agreement.
- H. “Public Agency” or “Public Agencies” shall mean the Charter Township of Highland, the Charter Township of White Lake, the Charter Township of Waterford, and the City of Walled Lake.
- I. “Service Animal” shall mean a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person’s disability.

- J. "Service Area" shall mean the combined physical territory of the Parties to this Agreement and other areas as designated from time to time by the WOTA Board.
- K. "State" shall mean the State of Michigan.
- L. "Transportation Services" shall mean all forms of transportation governed by this Agreement for Eligible Persons as defined herein established and authorized under this Agreement.
- M. "WOTA" shall mean the Western Oakland Transportation Authority, a separate legal entity created under the Act and this Agreement.
- ~~N. "Pilot Program" shall refer to the first two (2) fiscal years of the establishment of WOTA.~~

ARTICLE III
CREATION OF WESTERN OAKLAND TRANSPORTATION
AUTHORITY ("WOTA")

- A. WOTA is created and established as a separate legal entity as authorized by the Act at MCL 124.453(3) and (4) for purposes of administering and exercising the powers set forth in this Agreement. WOTA shall be a public body corporate and authority having all powers granted herein and under the Act.
- B. The principal offices of WOTA shall be at 205 W. Livingston Road, Highland, Michigan 48357, and may be changed in the future by a decision of the WOTA Board provided the cost of implementing the change is provided for in WOTA's then approved budget.
- C. All property owned by WOTA is owned by WOTA, as a separate legal entity, and no other entity shall have any ownership interest in WOTA property.

- D. The Parties intend that the activities of WOTA will be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under the applicable federal and state tax laws.
- E. WOTA shall comply with all applicable federal and State laws, rules, and regulations.
- F. The Parties agree that no Party shall be legally responsible for the acts of WOTA, any other Party, or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party and no Party may otherwise obligate, in any way, any other Party under this Agreement.
- G. Except as expressly provided in this Agreement, the Agreement does not create in any person or entity, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party’s rights in this Agreement, or any other right.
- H. As a public body created under the Act, WOTA may not be operated for profit. No part of any earnings of the WOTA may inure to the benefit of any person or entity other than the Parties.

ARTICLE IV
WOTA BOARD COMPOSITION

- A. The governing body of WOTA shall be the “WOTA Board”.
- B. The membership of the WOTA Board shall be established as follows:
 - 1. Charter Township of Highland (1 member)
 - Charter Township of White Lake (1 member)

Charter Township of Waterford (1 member)

City of Walled Lake (~~1 member~~ 1 member)

(Hereinafter “Public Agency Members”)

2. The Public Agency Members of the WOTA Board shall be appointed by the respective underlying legislative body of each of the Public Agencies for four (4) year terms. Each Public Agency Member shall serve at the pleasure of and may be removed by the appointing legislative body in its sole discretion. The Public Agency Members shall also appoint at least one (1) Alternate Public Agency Member to serve as voting Public Agency Members at any time the primary Public Agency Member is absent or when a vacancy exists in their seat on the WOTA Board.
 3. In the event of a vacancy in one of the seats allocated to a Public Agency Member on the WOTA Board, the legislative body of that Public Agency shall fill the vacancy for the unexpired term.
 4. Once the Public Agency Members have been appointed, the Public Agency Members may take action to appoint up to two (2) additional voting members of the WOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the sole discretion of the Public Agency Members. Any action under this provision shall require a unanimous vote by the Public Agency Members of the WOTA Board.
 5. The Public Agency Members and the Non-Governmental Members shall together compose the entire WOTA Board.
 6. The WOTA Board may appoint, by a unanimous decision, any number of non-voting Advisory Members at its discretion.
- C. Within 30 days of the effective date of this Agreement, each Public Agency shall appoint its Primary and Alternate Members on the WOTA Board.

ARTICLE V

WOTA OFFICERS

- A. At the first meeting of the WOTA Board, and thereafter no later than the first meeting in each odd numbered year, the WOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer from the appointed Public Agency members of the WOTA Board. These officers shall serve until their respective successors shall be selected. Each officer shall have the powers and duties specified in this Article and elsewhere in this Agreement.

- B. The Chairperson of the WOTA Board shall be the presiding officer for WOTA Board meetings and shall sign contracts and other documents on behalf of WOTA if required by this Agreement or the WOTA Board. Except as otherwise provided, he or she shall not have any executive or administrative functions other than as a member of the WOTA Board.

- C. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson.

- D. The Secretary shall keep or cause to be kept the non-financial written records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The records shall include minutes of the proceedings of all meetings of the WOTA Board, with the time and place, whether regular or special, and if special, how authorized, the notice given, the names of those present, the actions taken, and the votes on those actions by the Members. With the assistance of the Director, the Secretary shall prepare draft minutes of each meeting and present those to the WOTA Board for approval at its next meeting.

The Secretary shall give or cause to be given notice of all meetings of the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- E. The Treasurer shall keep or cause to be kept all financial records of WOTA at the then designated principal office of WOTA or such other place as the

WOTA Board may order. The Treasurer shall make regular reports to the WOTA Board for each regular meeting and at other times as directed by the WOTA Board of the receipt and disbursement of all funds and the financial status of WOTA and make the books and records of WOTA available for audits directed and authorized by the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board.

- F. In the case of temporary absence or disability of any officer, the WOTA Board may appoint another WOTA Board member to act in his or her stead. An officer may be removed from the officer position for one or more specified reasons by a two-thirds vote of the WOTA Board. Any action to remove any officer does not prohibit that person from remaining as the Public Agency member representative to the WOTA Board. Any removal from office under this provision shall be for good cause which shall include, but not be limited to, missing three (3) consecutive meetings without a vote to excuse.

ARTICLE VI WOTA BOARD MEETINGS

- A. Regular meetings of the WOTA Board shall be posted in accordance with the OMA at MCL 15.265. The meetings shall be held at such time and place as shall be prescribed by resolution of the WOTA Board.
- B. The WOTA Board shall meet for its regular meetings monthly during the first two fiscal years and shall establish its regular meeting schedule for those and all subsequent years as provided in the OMA. The WOTA Board shall meet in 2019 as often as necessary to approving the documents required by this Agreement.
- C. Special meetings of the WOTA Board may be called by the Chairperson or any two (2) Public Agency Members by providing 24 hour advanced written notice of the time, place and purpose to each member of the WOTA Board. Notice may be by Email or hand delivery only. Notice of any special meeting shall also be published as required by the OMA.

D. Voting by the WOTA Board shall be weighted and calculated as follows:

- Township Public Agency Members – 2 vote weight
- City Public Agency Members – 1 vote weight
- Village Public Agency Members – 1 vote weight
- Any appointed Non-Governmental member – 1 vote weight

At least a majority of the votes on the WOTA Board must be represented by members of the WOTA Board in actual attendance at a meeting for a quorum to conduct business.

E. The WOTA Board shall act by a verbal motion or a written resolution. Unless otherwise specified in this Agreement, for the passage of any motion or resolution including the execution of any contract, a majority of the votes on the WOTA Board is required for a motion or resolution to pass.

F. The WOTA Board shall approve the minutes of each meeting at its next meeting, which shall then be signed by the Secretary. All votes concerning financial matters and resolutions of the WOTA Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

ARTICLE VII
WOTA BOARD POWERS

The WOTA Board shall have the following specific powers:

A. The WOTA Board shall have such powers, responsibilities, duties and limitations as specified in the Act and this Agreement, which shall be exercised as provided in WOTA’s Articles of Incorporation and Bylaws to be approved by the WOTA Board to govern the procedures and affairs of the Transportation Services which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions. The Articles of Incorporation and Bylaws for WOTA must be

approved by the WOTA Board before WOTA provides any Transportation Services.

- B. The WOTA Board shall hire a Director to manage the day-to-day affairs of WOTA on behalf of the WOTA Board, and who shall have such duties and responsibilities as designated in writing by the WOTA Board before WOTA provides any Transportation Services. The WOTA Board shall hire or contract or authorize the Director to hire or contract for the personnel necessary to provide the Transportation Services in compliance with the approved budget, which may be employees of a Party that are transferred to WOTA by that Party.
- C. By July 1 of each fiscal year, the WOTA Board shall prepare, approve and submit to the Parties for approval an annual budget addressing and covering the proposed expenditures to be made for operating the Transportation Services and the allocation of each Party's funds to meet that budget for the next fiscal year. ~~The annual budget for 2020 attached to this Agreement is approved by the Parties and shall be the WOTA budget for 2020 unless the WOTA Board proposes and the Parties approve an amended budget.~~
- D. WOTA shall obtain and cause to be completed an annual audit of the financial statements of WOTA which shall be approved by the WOTA Board and distributed to the Parties.
- E. The Budget shall contain an allocation for petty cash and minor expenditures above all other contemplated expenditures. The Treasurer, Chairperson, or Vice-Chairperson shall have the authority to authorize all minor expenditures with a dollar limit on all such expenditures as set by the WOTA Board. Such expenditures shall either be done on WOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the WOTA Board at a meeting.
- F. In extraordinary circumstances or emergency situations, the WOTA Board shall have the ability to apply to the Parties for additional monies to be contributed to the WOTA Transportation Fund as defined herein. Such an application does not obligate any Party to contribute the requested additional monies.

- G. The WOTA Board is without authority or power to commit any Party to any Transportation Services or other obligations which would result in a debt or other financial responsibility beyond that provided for in the approved WOTA budget without the authorization of that Party approved by its legislative body.
- H. The WOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Parties, then such rules and regulations shall not become effective unless approved by the legislative body of that Party. The WOTA Board shall have all such other powers as will be necessary to accomplish the duties contained within this Agreement and to conduct the business of the Transportation Services and shall approve Transportation Services Operations Rules and Regulations before WOTA provides any Transportation Services.
- I. Services provided on a contractual basis to any non-Party Public Agency shall be governed by mutually agreed upon terms and charges in a written contract approved by the WOTA Board.
- J. The WOTA Board shall have the responsibility to manage all Transportation Funds including the investment of funds not needed for immediate use in accordance and compliance with an Investment Policy, approved by the WOTA Board before WOTA provides any Transportation Services.
- K. An audit shall be conducted annually and to the extent possible, legal, and economical, may be done in conjunction with audits of the Parties.

ARTICLE VIII
TRANSPORTATION FUND

- A. Contributions to the WOTA Transportation Fund shall be made by the Parties or as otherwise allowed herein.

1. The Charter Township of Highland, Charter Township of White Lake and Charter Township of Waterford hereby agree to contribute to the WOTA Transportation Fund (“Fund”) ~~an initial amount~~ up to ~~one hundred~~One Hundred and ~~eighty-five~~Eighty-Five thousand 00/100 (\$185,000.00) dollars a year (“~~Initial Annual Contribution~~”) ~~for each of the first two Pilot Program Fiscal Years,~~ with the exact amount of ~~Initial~~the Annual Contribution being determined by the WOTA Board. The City of Walled Lake hereby agrees to contribute ~~an initial amount of up to~~ One Hundred Thirty--Three Thousand Four Hundred Twenty-Eight (\$133,428.00) ~~for Fiscal Year 2021,~~dollars a year (“Walled Lake Annual Contribution”) with the exact amount of the Walled Lake Annual Contribution being determined by the WOTA Board. The ~~first Initial~~Annual Contribution and Walled Lake Annual Contribution shall be due on or before January ~~2, 2020,~~1 of each year. The Parties are not precluded from voluntarily contributing more than the Initial Annual Contribution or Walled Lake Annual Contribution. Additional Transportation Funds may be allocated from but not limited to the following sources as determined by the legislative body of each Party:
- a. Community Development Block Grant (“CDBG”) funds as designated by a Public Agency to provide transportation services to eligible persons.
 - b. SMART Municipal and SMART Specialized Services Credit Funds.
 - c. Other available grant funds that provide transportation services to Eligible Persons.
 - d. General fund monies from each Party in an amount approved by its legislative body to provide transportation services to eligible persons.
 - e. Millage Revenue dedicated to WOTA received from local millage elections.
 - f. Transportation funds collected as part of Senior Center or other millages.
 - g. Gifts, grants, assistance funds and bequests.

~~2. After the first two Pilot Program Fiscal Years, the formula for determining the funding contribution from each Party shall be based fifty (50%) percent on population per the most recent SEMCOG figures and fifty (50%) percent on ridership of residents of those Parties for the last fiscal year. The initial contribution to establish WOTA and to fund the first year of operation is set forth in the attached 2020 budget. The WOTA operating budget for the next fiscal year that begins January 1, 2022, shall then be allocated based on these two percentages.~~

3-2. WOTA may proceed to obtain and use state, federal and private grants and other lawful donations, gifts or bequests available to it as well as monies received from contracts for transportation services if the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of any Party.

- B. The Transportation Fund shall be managed by the WOTA Board. The annual sources and amounts of Contributions to the Transportation Fund and required funding amounts shall be analyzed and reported in writing to each Party by the WOTA Board by July 1st of odd numbered years.
- C. The monies contributed to the Transportation Fund shall be used to pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, and other operating, administrative, and general costs of the Transportation Service and WOTA Board in compliance with the approved WOTA budget.
- D. The monies contributed to the Transportation Fund shall be deposited and held in financial institution(s) or instruments as provided in an Investment Policy approved by the WOTA Board before WOTA provides any Transportation Services. If not dictated by the Investment Policy, monies may be deposited in institutions or instruments of the Treasurer's choosing subject to WOTA Board prior approval. All withdrawals from the Transportation Fund will require the signatures of two (2) officers of the WOTA Board, one of whom shall be the Chairperson or Vice-Chairperson.
- E. WOTA shall not levy any type of tax under the Act without unanimous

agreement of the parties. Nothing contained in this Agreement restricts or prevents a Party from levying taxes in its own jurisdiction or assigning the revenue from taxes to WOTA if allowed by law.

~~F. Each Party's funding contribution is due annually to WOTA by January 2 of the fiscal year the contribution is for.~~

ARTICLE IX
VEHICLES

- A. For all vehicles used to provide Transportation Services, WOTA will establish and maintain all applicable insurance costs including liability associated with injuries to persons or property which could results from the use of each vehicle in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and/or as required by the terms of any grant program.
- B. When the WOTA Board determines that a vehicle may no longer be properly used for Transportation Services under this Agreement, the vehicle shall be disposed of according to the appropriate rules and/or regulations that are applied by the funding source(s) for the vehicle, if any.
- C. Vehicles shall be used consistent with any rules or restrictions of the program(s) that provided funding for the vehicle.
- D. WOTA shall charge fees for the Transportation Services as determined by the WOTA Board.
- E. Upon the Effective Date of this Agreement as provided in Article XIV, each Public Agency that has executed this Agreement shall take all actions as necessary to assign existing designated public transportation vehicles to WOTA.

ARTICLE X
TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF
GOVERNMENTS

~~A. The initial term of this~~This Agreement shall ~~begin on the Effective Date in Article XIV~~have a term of four (4) years and ~~end on December 31, 2021~~ (“Initial Term”). ~~A Party may exit WOTA and withdraw from this Agreement after the Initial Term by providing written notice of withdraw at least thirty (30) days prior to end of the Initial Term pursuant to Article XII of this Agreement. The WOTA Board shall accept and approve a Party’s withdraw pursuant to this subsection.~~

~~B.A.~~ After the Initial Term, the term of this Agreement shall be a will continue for additional four (4) year ~~period~~periods if not terminated as provided herein and pursuant to Act 196. A party may withdraw from the Authority pursuant to Act 196.

~~C. Each Party’s funding is due annually to WOTA by January 2 of the fiscal year the funding is for.~~

~~D.B.~~ If one of the Parties withdraws from WOTA, the WOTA Board shall take that into account in its proposed budget for the next fiscal year under Article VII.C, and the withdrawing Party shall have no further membership or voting rights on the WOTA Board after the effective date of the withdrawal, which shall be the date of the Notice unless otherwise stated.

~~E.C.~~ The residents of a Public Agency that has withdrawn from WOTA shall no longer be eligible to receive Transportation Services from WOTA. However, residents of that Public Agency who are clients of an organization that contractually receives and pays for services from WOTA shall be eligible to receive Transportation Services if that funding remains in place following the Public Agency withdrawal.

~~F.D.~~ Any vehicle assigned to WOTA by a withdrawing Public Agency shall be returned to that Public Agency in its then current condition or, if required, managed in accordance with any applicable law or grant.

ARTICLE XI
DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS

- A. If due to withdrawals from WOTA or other reason or reasons, the WOTA Board determines that WOTA should stop providing or attempting to provide the Transportation Services contemplated by this Agreement and be dissolved, the WOTA Board shall give at least 90 days written notice to the Parties and to all funding agencies of the intention to dissolve and of the date, time, and location of a WOTA Board meeting at which a decision to dissolve may be made.
- B. If WOTA is dissolved, the transportation vehicles of WOTA shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution shall be as follows:
1. Any vehicles obtained through a grant of any type shall be returned to the granting organization or as otherwise required by the grant itself. Other WOTA vehicles shall be returned to the applicable Public Agency or, if required, managed properly under any applicable law or grant.
 2. The remaining vehicles, if any, shall be allocated to the remaining Parties in the same proportion as the most recent funding allocation. If the proportioning results in partial vehicles, the remaining Parties may agree on how to allocate those vehicles or may agree to sell those vehicles and apportion the funds accordingly.
- C. If WOTA is dissolved, the remaining funds shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution of surplus funds shall be used to pay all employees the monies due to them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Parties in the same proportion as the most recent funding allocation.

ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Except as otherwise provided by this Agreement, all notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor
Charter Township of Highland
205 N. John Street
Highland, MI 48357

Manager
City of Walled Lake
1499 E. W. Maple
Walled Lake, MI 48390

Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Director
West Oakland Transportation Authority
205 W. Livingston Road
Highland, MI 48357

Supervisor
Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329

or such other address as any party shall designate by written notice.

B. If one of the Parties has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Party may bring that issue or complaint before the WOTA Board for resolution. The WOTA Board shall work with the Party and other Parties as necessary to develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.

C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment of facilities not due to inadequate maintenance shall not

constitute a breach of this Agreement or failure of performance by the Parties or WOTA.

- D. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable, and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. Nothing in this Agreement creates or shall be construed to create any employment relation for any person.
- F. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- G. Upon and after its effective date, this Agreement shall supersede all prior agreements of any kind between the Parties on the same subject.
- H. This Agreement may be modified only by resolution adopted by the governing body of each Party. Such amendments shall take effect immediately after adoption by all Parties.
- I. The Parties hereby agree that this written Agreement constitutes the complete Agreement.
- J. The Parties and WOTA shall endeavor to keep themselves fully informed of all existing and future Federal, State and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these matters.
- K. Neither the Parties nor WOTA shall assign any rights or responsibilities under this Agreement without first obtaining the written consent of all Parties.
- L. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity otherwise provided under the Act or by law.
- M. WOTA shall be subject to the Freedom of Information Act at MCL 15.231,

et. seq.

ARTICLE XIII
ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC
AGENCIES

- A. This Agreement may be modified at any time to permit any city, village, township or charter township to become a member of WOTA if such modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Public Agency.

- B. If a municipality becomes a voting member of the WOTA Board, that municipality shall be obligated to pay for its proportionate share of the WOTA Transportation Fund to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in WOTA-designated improvements to the Transportation Services as a whole.

- C. Nothing in this Agreement prevents WOTA from entering into a contract with any city, village or township to provide Transportation Services. Any such contract shall require approval by the WOTA Board.

ARTICLE XIV
EFFECTIVE DATE

This Agreement shall become effective upon the signing of this Agreement by the designated representative of each of the Parties below and filing with the Michigan Secretary of State, the Oakland County Clerk and State Department of Transportation.

CHARTER TOWNSHIP OF HIGHLAND

By _____
Rick Hamill, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WHITE LAKE

By _____
Rik Kowall, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WATERFORD

By _____
Gary D. Wall, Township Supervisor

_____ Date

CITY OF WALLED LAKE

By _____
L. Dennis Whitt, City Manager

_____ Date

~~Attachment - WOTA PROPOSED BUDGET - 2021 ALL (2 Pages dated 5/15/2021)~~

35391:00001:6117390-1

**FIRST AMENDED
INTERLOCAL AGREEMENT
FOR THE FORMATION OF AN ACT 196 AUTHORITY
TO PROVIDE TRANSPORTATION SERVICES**

BY AND AMONG:

The Charter Township of Highland

The Charter Township of White Lake

The Charter Township of Waterford

The City of Walled Lake

**REGARDING THE INDEPENDENT LEGAL ENTITY
KNOWN AS**

**WESTERN OAKLAND TRANSPORTATION AUTHORITY
(A Michigan Public Body Corporation)**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I – PURPOSE	4
ARTICLE II – DEFINITIONS	4
ARTICLE III – CREATION OF WESTERN OAKLAND TRANSPORTATION AUTHORITY (“WOTA”)	5
ARTICLE IV – WOTA BOARD COMPOSITION	6
ARTICLE V – WOTA OFFICERS	8
ARTICLE VI – WOTA BOARD MEETINGS	9
ARTICLE VII – WOTA BOARD POWERS	10
ARTICLE VIII – TRANSPORTATION FUND	12
ARTICLE IX –VEHICLES	14
ARTICLE X – TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF GOVERNMENTS.....	15
ARTICLE XI – DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS.....	16
ARTICLE XII – MISCELLANEOUS PROVISIONS	17
ARTICLE XIII – ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC AGENCIES	19
ARTICLE XIV - EFFECTIVE DATE.....	20

Recitals

WHEREAS, the Western Oakland Transportation Authority was created under the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*; and

WHEREAS, the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.* (“Act 196) provides that an authority created under the Urban Cooperation Act may form an Act 196 authority by amendment of its interlocal agreement by resolution adopted by a majority of the governing body of each public entity which were parties to the interlocal agreement; and

WHEREAS, in June of 2021, each public agency that is a party herein agreed to amend the interlocal agreement to form a new and successor Authority under Act 196 named the Western Oakland Transportation Authority (“WOTA” and “Authority”) by executing an Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services; and

WHEREAS, the public agencies that are parties hereto desire to Amend the Article VIII – Transportation Fund of the Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.

NOW, THEREFORE, the public agencies, as set forth herein, do hereby agree to the following terms and conditions with consideration acknowledged and accepted:

ARTICLE I
PURPOSE

To provide defined and beneficial transportation services to Eligible Persons in the Service Area.

ARTICLE II
DEFINITIONS

A. “Act” shall mean the Public Transportation Authority Act, Act 196 of 1986, MCL 124.451 *et seq.*

- B. "Agreement" shall mean this First Amended Interlocal Agreement for the Formation of An Act 196 Authority to Provide Transportation Services.
- C. "WOTA Board" shall mean the Board of WOTA as created and authorized herein.
- D. "Eligible Persons" shall mean a resident of any Party herein that is 55 or older or 18 or older with a disability. This shall include one (1) personal care attendant companion if required to assist with a disability, and/or a Service Animal.

Based on the SMART Millage the City of Walled Lake is obligated to provide Transportation services to everyone age 18 and older, regardless of disability, income, etc. who resides within the City of Walled Lake.

- E. "Fiscal Year" shall mean the calendar year being January 1 to December 31.
- F. "OMA" shall mean the State of Michigan Open Meetings Act.
- G. "Party" or "Parties" shall mean a public agency or public agencies that have executed this Agreement and have not withdrawn from this Agreement.
- H. "Public Agency" or "Public Agencies" shall mean the Charter Township of Highland, the Charter Township of White Lake, the Charter Township of Waterford, and the City of Walled Lake.
- I. "Service Animal" shall mean a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability.
- J. "Service Area" shall mean the combined physical territory of the Parties to this Agreement and other areas as designated from time to time by the WOTA Board.
- K. "State" shall mean the State of Michigan.

- L. “Transportation Services” shall mean all forms of transportation governed by this Agreement for Eligible Persons as defined herein established and authorized under this Agreement.
- M. “WOTA” shall mean the Western Oakland Transportation Authority, a separate legal entity created under the Act and this Agreement.

ARTICLE III
CREATION OF WESTERN OAKLAND TRANSPORTATION
AUTHORITY (“WOTA”)

- A. WOTA is created and established as a separate legal entity as authorized by the Act at MCL 124.453(3) and (4) for purposes of administering and exercising the powers set forth in this Agreement. WOTA shall be a public body corporate and authority having all powers granted herein and under the Act.
- B. The principal offices of WOTA shall be at 205 W. Livingston Road, Highland, Michigan 48357, and may be changed in the future by a decision of the WOTA Board provided the cost of implementing the change is provided for in WOTA’s then approved budget.
- C. All property owned by WOTA is owned by WOTA, as a separate legal entity, and no other entity shall have any ownership interest in WOTA property.
- D. The Parties intend that the activities of WOTA will be tax-exempt as governmental functions carried out by an instrumentality or political subdivision of government under the applicable federal and state tax laws.
- E. WOTA shall comply with all applicable federal and State laws, rules, and regulations.
- F. The Parties agree that no Party shall be legally responsible for the acts of WOTA, any other Party, or of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this

Agreement as expressly agreed to by each Party and no Party may otherwise obligate, in any way, any other Party under this Agreement.

- G. Except as expressly provided in this Agreement, the Agreement does not create in any person or entity, and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights in this Agreement, or any other right.
- H. As a public body created under the Act, WOTA may not be operated for profit. No part of any earnings of the WOTA may inure to the benefit of any person or entity other than the Parties.

ARTICLE IV
WOTA BOARD COMPOSITION

- A. The governing body of WOTA shall be the "WOTA Board".
- B. The membership of the WOTA Board shall be established as follows:
 - 1. Charter Township of Highland (1 member)

Charter Township of White Lake (1 member)

Charter Township of Waterford (1 member)

City of Walled Lake (1 member)

(Hereinafter "Public Agency Members")
 - 2. The Public Agency Members of the WOTA Board shall be appointed by the respective underlying legislative body of each of the Public Agencies for four (4) year terms. Each Public Agency Member shall serve at the pleasure of and may be removed by the appointing legislative body in its sole discretion. The Public Agency Members shall also appoint at least one (1) Alternate Public Agency Member to serve as voting Public Agency

Members at any time the primary Public Agency Member is absent or when a vacancy exists in their seat on the WOTA Board.

3. In the event of a vacancy in one of the seats allocated to a Public Agency Member on the WOTA Board, the legislative body of that Public Agency shall fill the vacancy for the unexpired term.
 4. Once the Public Agency Members have been appointed, the Public Agency Members may take action to appoint up to two (2) additional voting members of the WOTA Board (“Non-Governmental Members”). Each Non-Governmental Member shall serve for a term of one (1) year which may be renewed at the sole discretion of the Public Agency Members. Any action under this provision shall require a unanimous vote by the Public Agency Members of the WOTA Board.
 5. The Public Agency Members and the Non-Governmental Members shall together compose the entire WOTA Board.
 6. The WOTA Board may appoint, by a unanimous decision, any number of non-voting Advisory Members at its discretion.
- C. Within 30 days of the effective date of this Agreement, each Public Agency shall appoint its Primary and Alternate Members on the WOTA Board.

ARTICLE V
WOTA OFFICERS

- A. At the first meeting of the WOTA Board, and thereafter no later than the first meeting in each odd numbered year, the WOTA Board shall elect a Chairperson, Vice-Chairperson, Secretary and Treasurer from the appointed Public Agency members of the WOTA Board. These officers shall serve until their respective successors shall be selected. Each officer shall have the powers and duties specified in this Article and elsewhere in this Agreement.
- B. The Chairperson of the WOTA Board shall be the presiding officer for WOTA Board meetings and shall sign contracts and other documents on behalf of

WOTA if required by this Agreement or the WOTA Board. Except as otherwise provided, he or she shall not have any executive or administrative functions other than as a member of the WOTA Board.

- C. The Vice-Chairperson shall perform the duties of the Chairperson in the absence or disability of the Chairperson.
- D. The Secretary shall keep or cause to be kept the non-financial written records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The records shall include minutes of the proceedings of all meetings of the WOTA Board, with the time and place, whether regular or special, and if special, how authorized, the notice given, the names of those present, the actions taken, and the votes on those actions by the Members. With the assistance of the Director, the Secretary shall prepare draft minutes of each meeting and present those to the WOTA Board for approval at its next meeting.

The Secretary shall give or cause to be given notice of all meetings of the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board. The Secretary shall perform the duties of the Chairperson in the absence or disability of both the Chairperson and the Vice-Chairperson.

- E. The Treasurer shall keep or cause to be kept all financial records of WOTA at the then designated principal office of WOTA or such other place as the WOTA Board may order. The Treasurer shall make regular reports to the WOTA Board for each regular meeting and at other times as directed by the WOTA Board of the receipt and disbursement of all funds and the financial status of WOTA and make the books and records of WOTA available for audits directed and authorized by the WOTA Board. He or she shall have such other powers and perform such other duties as may be prescribed by the WOTA Board.
- F. In the case of temporary absence or disability of any officer, the WOTA Board may appoint another WOTA Board member to act in his or her stead. An officer may be removed from the officer position for one or more specified reasons by a two-thirds vote of the WOTA Board. Any action to remove any

officer does not prohibit that person from remaining as the Public Agency member representative to the WOTA Board. Any removal from office under this provision shall be for good cause which shall include, but not be limited to, missing three (3) consecutive meetings without a vote to excuse.

ARTICLE VI
WOTA BOARD MEETINGS

- A. Regular meetings of the WOTA Board shall be posted in accordance with the OMA at MCL 15.265. The meetings shall be held at such time and place as shall be prescribed by resolution of the WOTA Board.

- B. The WOTA Board shall meet for its regular meetings monthly during the first two fiscal years and shall establish its regular meeting schedule for those and all subsequent years as provided in the OMA. The WOTA Board shall meet in 2019 as often as necessary to approving the documents required by this Agreement.

- C. Special meetings of the WOTA Board may be called by the Chairperson or any two (2) Public Agency Members by providing 24 hour advanced written notice of the time, place and purpose to each member of the WOTA Board. Notice may be by Email or hand delivery only. Notice of any special meeting shall also be published as required by the OMA.

- D. Voting by the WOTA Board shall be weighted and calculated as follows:
 - Township Public Agency Members – 2 vote weight
 - City Public Agency Members – 1 vote weight
 - Village Public Agency Members – 1 vote weight
 - Any appointed Non-Governmental member – 1 vote weight

At least a majority of the votes on the WOTA Board must be represented by members of the WOTA Board in actual attendance at a meeting for a quorum to conduct business.

- E. The WOTA Board shall act by a verbal motion or a written resolution. Unless otherwise specified in this Agreement, for the passage of any motion or resolution including the execution of any contract, a majority of the votes on the WOTA Board is required for a motion or resolution to pass.
- F. The WOTA Board shall approve the minutes of each meeting at its next meeting, which shall then be signed by the Secretary. All votes concerning financial matters and resolutions of the WOTA Board shall be conducted by roll call vote. All other votes shall be “yeas” and “nays” except that where the vote is unanimous, it shall only be necessary to so state.

ARTICLE VII
WOTA BOARD POWERS

The WOTA Board shall have the following specific powers:

- A. The WOTA Board shall have such powers, responsibilities, duties and limitations as specified in the Act and this Agreement, which shall be exercised as provided in WOTA’s Articles of Incorporation and Bylaws to be approved by the WOTA Board to govern the procedures and affairs of the Transportation Services which are not in conflict with the terms of this Agreement and subject to any applicable laws, regulations and/or grant restrictions. The Articles of Incorporation and Bylaws for WOTA must be approved by the WOTA Board before WOTA provides any Transportation Services.
- B. The WOTA Board shall hire a Director to manage the day-to-day affairs of WOTA on behalf of the WOTA Board, and who shall have such duties and responsibilities as designated in writing by the WOTA Board before WOTA provides any Transportation Services. The WOTA Board shall hire or contract or authorize the Director to hire or contract for the personnel necessary to provide the Transportation Services in compliance with the approved budget, which may be employees of a Party that are transferred to WOTA by that Party.

- C. By July 1 of each fiscal year, the WOTA Board shall prepare, approve and submit to the Parties for approval an annual budget addressing and covering the proposed expenditures to be made for operating the Transportation Services and the allocation of each Party's funds to meet that budget for the next fiscal year.
- D. WOTA shall obtain and cause to be completed an annual audit of the financial statements of WOTA which shall be approved by the WOTA Board and distributed to the Parties.
- E. The Budget shall contain an allocation for petty cash and minor expenditures above all other contemplated expenditures. The Treasurer, Chairperson, or Vice-Chairperson shall have the authority to authorize all minor expenditures with a dollar limit on all such expenditures as set by the WOTA Board. Such expenditures shall either be done on WOTA credit or will be reimbursed to the payer upon providing a receipt or bill for the item or service. All bills shall be itemized and approved by the WOTA Board at a meeting.
- F. In extraordinary circumstances or emergency situations, the WOTA Board shall have the ability to apply to the Parties for additional monies to be contributed to the WOTA Transportation Fund as defined herein. Such an application does not obligate any Party to contribute the requested additional monies.
- G. The WOTA Board is without authority or power to commit any Party to any Transportation Services or other obligations which would result in a debt or other financial responsibility beyond that provided for in the approved WOTA budget without the authorization of that Party approved by its legislative body.
- H. The WOTA Board shall have the right to establish rules, procedures and regulations for the use of any service provided by this Agreement, provided, however, that if the service is located exclusively within the jurisdiction of one of the Parties, then such rules and regulations shall not become effective unless approved by the legislative body of that Party. The WOTA Board shall have all such other powers as will be necessary to accomplish the duties contained within this Agreement and to conduct the business of the

Transportation Services and shall approve Transportation Services Operations Rules and Regulations before WOTA provides any Transportation Services.

- I. Services provided on a contractual basis to any non-Party Public Agency shall be governed by mutually agreed upon terms and charges in a written contract approved by the WOTA Board.
- J. The WOTA Board shall have the responsibility to manage all Transportation Funds including the investment of funds not needed for immediate use in accordance and compliance with an Investment Policy, approved by the WOTA Board before WOTA provides any Transportation Services.
- K. An audit shall be conducted annually and to the extent possible, legal, and economical, may be done in conjunction with audits of the Parties.

ARTICLE VIII
TRANSPORTATION FUND

- A. Contributions to the WOTA Transportation Fund shall be made by the Parties or as otherwise allowed herein.
 - 1. The Charter Township of Highland, Charter Township of White Lake and Charter Township of Waterford hereby agree to contribute to the WOTA Transportation Fund (“Fund”) up to One Hundred and Eighty-Five thousand 00/100 (\$185,000.00) dollars a year (“Annual Contribution”) with the exact amount of the Annual Contribution being determined by the WOTA Board. The City of Walled Lake hereby agrees to contribute up to One Hundred Thirty-Three Thousand Four Hundred Twenty-Eight (\$133,428.00) dollars a year (“Walled Lake Annual Contribution”) with the exact amount of the Walled Lake Annual Contribution being determined by the WOTA Board. The Annual Contribution and Walled Lake Annual Contribution shall be due on or before January 1 of each year. The Parties are not precluded from voluntarily contributing more than the Annual Contribution or Walled Lake Annual Contribution. Additional Transportation Funds may be allocated from but not limited to the following sources as determined by the legislative body of each Party:

- a. Community Development Block Grant (“CDBG”) funds as designated by a Public Agency to provide transportation services to eligible persons.
 - b. SMART Municipal and SMART Specialized Services Credit Funds.
 - c. Other available grant funds that provide transportation services to Eligible Persons.
 - d. General fund monies from each Party in an amount approved by its legislative body to provide transportation services to eligible persons.
 - e. Millage Revenue dedicated to WOTA received from local millage elections.
 - f. Transportation funds collected as part of Senior Center or other millages.
 - g. Gifts, grants, assistance funds and bequests.
2. WOTA may proceed to obtain and use state, federal and private grants and other lawful donations, gifts or bequests available to it as well as monies received from contracts for transportation services if the grant and other donations or contracts or limitations or restrictions thereon do not conflict with the other provisions of this Agreement or the constitutional or statutory limitation of any Party.
- B. The Transportation Fund shall be managed by the WOTA Board. The annual sources and amounts of Contributions to the Transportation Fund and required funding amounts shall be analyzed and reported in writing to each Party by the WOTA Board by July 1st of odd numbered years.
- C. The monies contributed to the Transportation Fund shall be used to pay for maintenance, insurance, fuel, wages, purchase of additional transportation vehicles, dispatching costs, and other operating, administrative, and general costs of the Transportation Service and WOTA Board in compliance with the

approved WOTA budget.

- D. The monies contributed to the Transportation Fund shall be deposited and held in financial institution(s) or instruments as provided in an Investment Policy approved by the WOTA Board before WOTA provides any Transportation Services. If not dictated by the Investment Policy, monies may be deposited in institutions or instruments of the Treasurer's choosing subject to WOTA Board prior approval. All withdrawals from the Transportation Fund will require the signatures of two (2) officers of the WOTA Board, one of whom shall be the Chairperson or Vice-Chairperson.
- E. WOTA shall not levy any type of tax under the Act without unanimous agreement of the parties. Nothing contained in this Agreement restricts or prevents a Party from levying taxes in its own jurisdiction or assigning the revenue from taxes to WOTA if allowed by law.

ARTICLE IX VEHICLES

- A. For all vehicles used to provide Transportation Services, WOTA will establish and maintain all applicable insurance costs including liability associated with injuries to persons or property which could result from the use of each vehicle in the amount of Five Million Dollars (\$5,000,000.00) per occurrence and/or as required by the terms of any grant program.
- B. When the WOTA Board determines that a vehicle may no longer be properly used for Transportation Services under this Agreement, the vehicle shall be disposed of according to the appropriate rules and/or regulations that are applied by the funding source(s) for the vehicle, if any.
- C. Vehicles shall be used consistent with any rules or restrictions of the program(s) that provided funding for the vehicle.
- D. WOTA shall charge fees for the Transportation Services as determined by the WOTA Board.

- E. Upon the Effective Date of this Agreement as provided in Article XIV, each Public Agency that has executed this Agreement shall take all actions as necessary to assign existing designated public transportation vehicles to WOTA.

ARTICLE X
TERM AND TERMINATION, EXTENSION, WITHDRAWAL OF
GOVERNMENTS

- A. This Agreement shall have a term of four (4) years and will continue for additional four (4) year periods if not terminated as provided herein and pursuant to Act 196. A party may withdraw from the Authority pursuant to Act 196.
- B. If one of the Parties withdraws from WOTA, the WOTA Board shall take that into account in its proposed budget for the next fiscal year under Article VII.C, and the withdrawing Party shall have no further membership or voting rights on the WOTA Board after the effective date of the withdrawal, which shall be the date of the Notice unless otherwise stated.
- C. The residents of a Public Agency that has withdrawn from WOTA shall no longer be eligible to receive Transportation Services from WOTA. However, residents of that Public Agency who are clients of an organization that contractually receives and pays for services from WOTA shall be eligible to receive Transportation Services if that funding remains in place following the Public Agency withdrawal.
- D. Any vehicle assigned to WOTA by a withdrawing Public Agency shall be returned to that Public Agency in its then current condition or, if required, managed in accordance with any applicable law or grant.

ARTICLE XI
DISSOLUTION OF WOTA AND DISTRIBUTION OF ASSETS

- A. If due to withdrawals from WOTA or other reason or reasons, the WOTA Board determines that WOTA should stop providing or attempting to provide the Transportation Services contemplated by this Agreement and be dissolved, the WOTA Board shall give at least 90 days written notice to the Parties and to all funding agencies of the intention to dissolve and of the date, time, and location of a WOTA Board meeting at which a decision to dissolve may be made.
- B. If WOTA is dissolved, the transportation vehicles of WOTA shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution shall be as follows:
1. Any vehicles obtained through a grant of any type shall be returned to the granting organization or as otherwise required by the grant itself. Other WOTA vehicles shall be returned to the applicable Public Agency or, if required, managed properly under any applicable law or grant.
 2. The remaining vehicles, if any, shall be allocated to the remaining Parties in the same proportion as the most recent funding allocation. If the proportioning results in partial vehicles, the remaining Parties may agree on how to allocate those vehicles or may agree to sell those vehicles and apportion the funds accordingly.
- C. If WOTA is dissolved, the remaining funds shall be distributed consistent with the then current laws and regulations governing the formation and legal tax status of WOTA. If allowed, the distribution of surplus funds shall be used to pay all employees the monies due to them as well as any outstanding debts. The remaining funds, if any, shall be returned to the Parties in the same proportion as the most recent funding allocation.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Except as otherwise provided by this Agreement, all notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed to the following:

Supervisor
Charter Township of Highland
205 N. John Street
Highland, MI 48357

Manager
City of Walled Lake
1499 E. W. Maple
Walled Lake, MI 48390

Supervisor
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Director
West Oakland Transportation Authority
205 W. Livingston Road
Highland, MI 48357

Supervisor
Charter Township of Waterford
5200 Civic Center Drive
Waterford, MI 48329

or such other address as any party shall designate by written notice.

B. If one of the Parties has an issue or complaint that has not been or cannot be resolved through the administrative channels, that Party may bring that issue or complaint before the WOTA Board for resolution. The WOTA Board shall work with the Party and other Parties as necessary to develop an appropriate resolution process, such as a corrective action plan, with acceptable and mutually agreeable timeframes to accomplish said correction action.

C. The omission of the performance or failure to render any services contemplated by this Agreement because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute, riot or civil commotion, act of public enemy enactment, rule or act of government or governmental instrument or instrumentality (whether Federal or State), failure of equipment

of facilities not due to inadequate maintenance shall not constitute a breach of this Agreement or failure of performance by the Parties or WOTA.

- D. If any term or provision of the Agreement shall, to any extent, be held invalid or unenforceable by a Court of competent jurisdiction it shall be severable, and the remaining terms of this Agreement shall not be affected and shall be fully enforceable.
- E. Nothing in this Agreement creates or shall be construed to create any employment relation for any person.
- F. This Agreement and all obligations upon the parties arising there from shall be subject to all budget laws and other state and local laws and regulations.
- G. Upon and after its effective date, this Agreement shall supersede all prior agreements of any kind between the Parties on the same subject.
- H. This Agreement may be modified only by resolution adopted by the governing body of each Party. Such amendments shall take effect immediately after adoption by all Parties.
- I. The Parties hereby agree that this written Agreement constitutes the complete Agreement.
- J. The Parties and WOTA shall endeavor to keep themselves fully informed of all existing and future Federal, State and local laws, ordinances and regulations that may in any manner affect the fulfillment of this Agreement and to keep each other fully informed on these matters.
- K. Neither the Parties nor WOTA shall assign any rights or responsibilities under this Agreement without first obtaining the written consent of all Parties.
- L. The Parties agree that no provision of this Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity otherwise provided under the Act or by law.
- M. WOTA shall be subject to the Freedom of Information Act at MCL 15.231,

et. seq.

ARTICLE XIII
ADDING LOCAL OR OTHER GOVERNMENTAL PUBLIC
AGENCIES

- A. This Agreement may be modified at any time to permit any city, village, township or charter township to become a member of WOTA if such modification is adopted by resolution of the governing body of each such municipality proposing to become a member, and if such modification is adopted by resolution of the governing body of each Public Agency.

- B. If a municipality becomes a voting member of the WOTA Board, that municipality shall be obligated to pay for its proportionate share of the WOTA Transportation Fund to include the costs of service expansion to that municipality. The joining municipality's proportionate share may also be partially made in WOTA-designated improvements to the Transportation Services as a whole.

- C. Nothing in this Agreement prevents WOTA from entering into a contract with any city, village or township to provide Transportation Services. Any such contract shall require approval by the WOTA Board.

ARTICLE XIV
EFFECTIVE DATE

This Agreement shall become effective upon the signing of this Agreement by the designated representative of each of the Parties below and filing with the Michigan Secretary of State, the Oakland County Clerk and State Department of Transportation.

CHARTER TOWNSHIP OF HIGHLAND

By _____
Rick Hamill, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WHITE LAKE

By _____
Rik Kowall, Township Supervisor

_____ Date

CHARTER TOWNSHIP OF WATERFORD

By _____
Gary D. Wall, Township Supervisor

_____ Date

CITY OF WALLED LAKE

By _____
L. Dennis Whitt, City Manager

_____ Date

35391:00001:6115111-1



WHITE LAKE TOWNSHIP DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

February 9, 2022

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Road
White Lake, MI 48383

Re: DLZ Proposals – WLT CWSRF and DWSRF Project Plans

Honorable Board of Trustees,

White Lake and DLZ Engineering of Michigan have recently been in discussions with the State Revolving Fund regarding The American Rescue Plan Act (ARPA) and Infrastructure Investment and Jobs Act (IIJA) monies being allocated soon, there is a good chance that a significant portion of these funds will flow through the State, and thus the Revolving Funds.

The State Revolving Fund is divided into two distinct funding streams, water (DWSRF) and sewer (CWSRF, also commonly referred to as SRF). Grant dollars (called principal forgiveness in this program) are available to communities that qualify through both programs. The amount of grant dollars allocated to a project is mathematics based, simply taking the total grant pot available and distributing it on a percentage basis among the projects that qualify. For example, if the grant pot is \$10 million, and all community's qualifying projects are \$100 million in total, each community will receive a 10% grant towards their overall project cost. An important piece of information to note on this is that qualifying projects tend to require that the community is "disadvantaged".

In order to be considered for these programs, a community needs to submit an Intent to Apply by **January 31**. This is a yearly marker that you must comply with in order to even be considered for the pool. The Intent to Apply is a very simple form that just goes through some facts about the community, who the consultants and community representatives are, what the estimated project details are and starts the process. I attached that form to this email so you can see what is required. The full applications including project plans are due between May 1-July 1 (CWSRF was June 1 in 2021 and DWSRF was July 1 in 2021).

Around October 1, the Project Priority List (PPL) is made public with all of the community applications listed, project amounts, grant amounts, interest rate options, etc. This is the point at which each community finds out if their project is funded. If in the funding range, each community must decide whether or not to accept the terms and start the project process.

We have submitted the attached Intents to Apply for a list of the top priority water and sewer projects from our water and waste water asset management plans. This is an effort to secure the possibility of this source of grant funding through these programs. Should we not qualify for the funding, we will simply pull

these projects out of the plan. The project plans, which have very specific requirements will be very similar to the project plan for the Bogie Lake Water Main extension. As it is several hundred pages long, I did not include it in the agenda package. The plan is on file at the Township and may be reviewed in my office. I have attached the preparation guide as a reference to what the plan requirements are.

I would like to move forward with the project plan development as there is value in getting some of this planning work done regardless if the projects qualify for these grants as they are all projects pulled directly from our asset management plans.

I request the Township Board approve the DLZ proposals, Professional Engineering Services for 2023 Clean Water SRF Project Plan Preparation and Professional Engineering Services for 2023 DWRF Project Plan Development, in an amount not to exceed \$46,000.00. I request the Township Supervisor be authorized to execute both agreements.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter". The signature is written in a cursive, flowing style.

Aaron Potter
DPS Director
White Lake Township



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February 9, 2022

Mr. Aaron Potter
Charter Township of White Lake
Department of Public Services
7525 Highland Road
White Lake, MI 48383-2938

Re: Proposal – Professional Engineering Services for 2023 Clean Water State Revolving Fund Project Plan Preparation

Dear Mr. Potter:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to Charter Township of White Lake (TOWNSHIP) for professional engineering services related to the preparation of a 2023 Clean Water State Revolving Fund (CWSRF) Project Plan for sewer system improvements. The project scope consists of upgrades at ten (10) sanitary pumping stations and repairs of approximately 12,000 feet of gravity sewer, twenty (20) gravity manholes, and twenty-one (21) pressure manholes.

BACKGROUND

From an earlier SAW grant asset inventory and assessment, the Township has created a Capital Improvement Plan to repair and replace sewer main and manholes to ensure the reliable operation of the Township’s wastewater system. Currently, the Township is prioritizing four project categories for the years 2020-2024: Pumping Station Projects, Gravity Manhole Repairs, Gravity Main Repairs, and Pressure Manhole Repairs. Condition assessments inspected under NASSCO guidelines with PACP and MACP standards found multiple segments of Gravity Main and Gravity Manholes to have significant structural damage due to high Hydrogen Sulfide concentrations (Grades 4&5); these projects have been prioritized by the Township for rehabilitation and/or replacement.

- Pumping Station Projects: Upgrades at 10 Pumping Stations
- Gravity Main Repairs: 12,041 ft of Gravity Main
- Gravity Manhole Repairs: 20 Gravity Manholes
- Pressure Manhole Repairs: 21 Pressure Manholes

The TOWNSHIP has submitted an Intent to Apply to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to seek low interest loan funding from the CWSRF to complete these improvements. As part of the loan process, the TOWNSHIP must submit a Project Plan, which is the basis of prioritization by EGLE, for loan assistance.



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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 2 of 6

PROPOSAL

DLZ proposed services include preparation of a Project Plan that will follow the EGLE guidelines as published in the *Clean Water State Revolving Fund Project Plan Preparation Guidance* of May 2016. These services will be consistent with the conclusions and recommendations developed in the TOWNSHIP’s *Wastewater Management Plan – December 2019*. Specific steps involved in the Project Plan preparations are described below in the SCOPE OF SERVICES.

The following agreement between DLZ and the TOWNSHIP is separate and distinct from any other agreement between DLZ and the TOWNSHIP.

SCOPE OF SERVICES

Project Background

- DLZ, with assistance from TOWNSHIP staff, will develop the Project Background for the Plan to include:
 - Study Area Map(s) showing applicable lakes, rivers, streams, ponds, and wetlands; population distribution (homes and businesses); parks and recreational areas, and significant natural or man-made features that could affect or be affected by the projects. The Study Area Maps will include the proposed service area that may be added in the next 20 years.
 - A discussion of the Environmental Setting of the project area including an evaluation of the known historical and archaeological sites and the natural environment such as air quality, wetlands, coastal zones, floodplains, natural or wild and scenic rivers, major surface waters, recreational facilities, topography, geology, soils, agricultural resources, and fauna and flora, as applicable. Required letters and Service Area(s) maps will be sent to the State Historic Preservation Officer, the U.S. Fish and Wildlife Service, the Michigan Natural Features Inventory, and necessary Tribal Historical Preservation Officers
 - Land Use/Zoning Maps showing residential, commercial, industrial, agricultural, and public land uses. Proposed Land Use/Zoning over the 20-year planning period will be included.
 - Population Data will be gathered including the existing population of the TOWNSHIP, the current population served by existing facilities, current and future population to be served by the proposed project, and population projections for the TOWNSHIP for the next 5, 10, and 20 years.
 - Present and future economic characteristics will be described including the major employers, median household income, and any major characteristics that might affect population growth and its effect on wastewater needs.
 - CWSRF mapping will include a general layout of the existing wastewater system and pumping locations. Wastewater systems outside of the study area will also be included or noted. DLZ will describe the existing municipal wastewater system including:
 - The method and location of wastewater treatment.
 - The method of sludge handling and disposal.
 - The type of collection facilities as well as the location and physical condition of the collector sewers, interceptors, and pump stations.
 - The design capacity, existing flows, and characteristics of wastes.



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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 3 of 6

- The location and description of major industrial discharges.
- The average and peak dry-weather and wet-weather flows received by the collection facilities.
- Infiltration and Inflow problems in the collection system.
- The existence of any combined sewers and the location of all combined sewer overflows, as applicable.
- The location of all system bypasses, including sanitary sewer overflows, with their frequency, duration, and cause, as applicable.
- An evaluation of pump station capacities.
- The adequacy of pump stations in maintaining sewer system integrity.
- The existence of any operation and maintenance problems.
- An evaluation of the system's climate resiliency and its ability to withstand and respond to changes resulting from climatic factors.
- A Summary of Project Needs will be developed describing the existing compliance with the National Pollutant Discharge Elimination System status, any existing court orders, federal or state enforcement orders, and administrative consent orders, water quality problems including point and nonpoint sources of pollution, septage disposal problems, Projected Needs for the Next 20 Years, and the Future Environment without the Proposed Project.

Analysis of Alternatives

- A systematic evaluation of potential alternatives to serve the system needs for the next 20-years will be conducted. The types of alternatives evaluated are as follows:
 - No Action.
 - Optimum performance of the existing water system.
 - Water and Energy Efficiency.
 - Regional Alternatives.

Principal Alternatives

- DLZ will perform an evaluation of Principal Alternatives comparing the costs and the potential impacts resulting from each alternative.
- DLZ will also perform the following for each Principal Alternative:
 - Monetary Evaluation.
 - Environmental Evaluation.
 - Construction and Public Participation.
 - Technical Considerations.

Selected Alternatives

- The Selected Alternative will be described in detail to include the following:
 - Relevant Design Parameters – schematic flow diagram of the treatment process, collection system details, and pump station sizes and types.



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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 4 of 6

- Project Maps.
- Controlling Factors.
- Special Assessment District Projects, as applicable.
- Sensitive Features.
- Schedule for Design and Construction.
- Cost Summary.
- Authority to Implement the Selected Alternative.
- User Costs.
- Disadvantaged Community.
- Useful Life.
- Review of TOWNSHIP's finances, as needed, to demonstrate ability to pay for the project. Some of this work may require work by the TOWNSHIP's accounting and/or financial advisor.

Environmental Evaluation

- DLZ will perform a brief evaluation of the following items, as applicable to the Plan, using information gathered as described in the above Section A.1.b:
 - Direct Impacts.
 - Indirect Impacts.
 - Cumulative Impacts.

Mitigation Measures

- DLZ will perform an evaluation of environmental impacts and respective mitigation measures for the Selected Alternative. Mitigation measures will be designated to avoid, eliminate, or lessen adverse impacts consistent with local ordinances and the community master plan to maintain and protect the community's natural resources over time.

Public Participation

- DLZ will assist the TOWNSHIP in holding a public meeting(s).
- DLZ will assist the TOWNSHIP in the development of a Public Hearing advertisement and conducting the required formal Public Hearing.
- DLZ will assist the TOWNSHIP in the documentation of the formal Public Hearing.

Coordination

- DLZ will meet with TOWNSHIP staff to verify the scope of the Project Plan and review CWSRF scheduling dates.
- DLZ, along with appropriate TOWNSHIP staff will meet with EGLE in a pre-project planning session to discuss the project plan contents and program requirements.
- DLZ will coordinate with CWSRF Section staff to ensure compliance with the CWSRF program.



INNOVATIVE IDEAS
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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 5 of 6

Submittals

- DLZ will assist the TOWNSHIP in submitting a draft *CWSRF Project Plan Submittal Form* (including the Disadvantaged Community Worksheet, as appropriate) to EGLE approximately 60 days before the Project Plan is finalized.
- DLZ will assist the TOWNSHIP in submitting a final *CWSRF Project Plan Submittal* (including the Resolution adopting the Project Plan Form, as appropriate) to EGLE on or before June 1, 2022.
- DLZ will assist the TOWNSHIP in completing and submitting CWSRF Loan Application Parts I and II at the time they are requested by the Revolving Loan Section. DLZ will assist the TOWNSHIP in acquiring assistance from their Financial Consultant in this task.

RESPONSIBILITIES OF TOWNSHIP

- The TOWNSHIP will provide access to all sites, drawings, and system information necessary to perform the work, as needed.
- The TOWNSHIP will designate an individual to be the primary contact person to facilitate the project.
- The TOWNSHIP will attend all necessary meetings and assist with the coordination and development of the project.
- The TOWNSHIP will need the assistance of a Financial Consultant in development of the User Costs as described under the **“Selected Alternatives – User Costs”** section of this proposal, and in the completion of CWSRF Loan Application Parts I and II.

SERVICES NOT INCLUDED

- This proposal does not include fees for any site survey work that may need to be completed as part of the evaluation project. DLZ will use the existing topo information from the existing plans for the evaluation.
- This proposal does not include any design work.
- This proposal does not include fees for the TOWNSHIP’S Financial Consultant.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of White Lake.

PROFESSIONAL FEE

For services described above in **Scope of Services**, DLZ proposes to charge, and the TOWNSHIP agrees to a not to exceed Lump Sum Fee of **\$23,000.00** without TOWNSHIP approval. Invoices will be rendered monthly.

DLZ and its employees comply with all coronavirus protocols and guidelines, including all updates and revisions thereto, issued by the States in which DLZ provides services and the U.S. Centers for Disease Control and Prevention (CDC). DLZ time and expense for additional safety protocols or training required by Charter



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 6 of 6

Township of White Lake or its representatives are not included in this proposal and will be invoiced at DLZ's standard rates.

Neither Party will be responsible or liable for delays caused by persons, events, or circumstances for which the Party, its employees, subcontractors, and subconsultants are not responsible including, but not limited to, Acts of God including delays attributable to the coronavirus pandemic.

If you approve and accept this Proposal, please sign, date, and return one copy of this proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to contact me at (248) 681-7800.

Sincerely,
DLZ MICHIGAN, INC.

Terry Biederman, P.E.
Vice President

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

Attachments:
Exhibit A: Standard Terms and Conditions

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.



INNOVATIVE IDEAS
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February 9, 2022

Mr. Aaron Potter
Charter Township of White Lake
Department of Public Services
7525 Highland Road
White Lake, MI 48383-2938

Re: Proposal – Professional Engineering Services for 2023 Drinking Water Revolving Fund Project Plan Preparation

Dear Mr. Potter:

DLZ Michigan, Inc. (DLZ) is pleased to submit this proposal to Charter Township of White Lake (TOWNSHIP) for professional engineering services related to the preparation of a 2023 Drinking Water State Revolving Fund (DWSRF) Project Plan for water system improvements. The project scope consists of upgrades to the Twin Lake I Wellhouse, completion of a second emergency connection to the Waterford Township Water System, and the extension of watermain from Bogie Lake Road to Union Lake Road.

BACKGROUND

Twin Lake I Wellhouse: The TOWNSHIP is proposing to upgrade the existing 650 GPM wellhouse with updates to the building, controls, piping, and instrumentation. In addition to this, the TOWNSHIP is planning to incorporate an iron removal system in the wellhouse to provide improved water quality to TOWNSHIP residents while further reducing a blended water system of treated vs. untreated water.

Second Emergency Connection to Waterford TOWNSHIP System: The TOWNSHIP plans to construct an additional emergency connection to the Waterford Township distribution system between Cooley Lake and Elizabeth Lake Roads near the entrance to Waterford Township’s Hess-Hathaway Park. A casing pipe has already been placed under Williams Lake Road for the proposed connection.

Bogie Lake Road to Union Lake Road: This will provide a connection between Pressure Districts 2 and 5 and increase system redundancy and improve pressures. The connection will build off the current DWSRF construction for water main installation on Bogie Lake Road. The proposed 17,350’ of watermain will split from Bogie Lake running east on Cedar Island Road to Round Lake Road where it will proceed to run north on Round Lake Road to Hutchins Road, then running east to connect with the water main on Union Lake Road.

The TOWNSHIP has submitted an Intent to Apply to the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to seek low interest loan funding from the DWSRF to complete these improvements. As part of the loan process, the TOWNSHIP must submit a Project Plan, which is the basis of prioritization by EGLE, for loan assistance.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 2 of 6

PROPOSAL

DLZ proposed services include preparation of a Project Plan that will follow the EGLE guidelines as published in the *Drinking Water Revolving Fund Project Plan Preparation Guidance* of May 2016. These services will be consistent with the conclusions and recommendations developed in the TOWNSHIP’s *Water System Reliability Study and General Plan – February 2020* and the *Water Asset Management Plan – December 2017*. Specific steps involved in the Project Plan preparations are described below in the SCOPE OF SERVICES.

The following agreement between DLZ and the TOWNSHIP is separate and distinct from any other agreement between DLZ and the TOWNSHIP.

SCOPE OF SERVICES

Project Background

- DLZ, with assistance from TOWNSHIP staff, will develop the Project Background for the Plan to include:
 - Study Area Map(s) showing applicable lakes, rivers, streams, ponds, and wetlands; population distribution (homes and businesses); parks and recreational areas, and significant natural or man-made features that could affect or be affected by the projects. The Study Area Maps will include the proposed service area that may be added in the next 20 years.
 - Land Use/Zoning Maps showing residential, commercial, industrial, agricultural, and public land uses. Proposed Land Use/Zoning over the 20-year planning period will be included.
 - Population Data will be gathered including the existing population of the TOWNSHIP, the current population served by existing facilities, current and future population to be served by the proposed project, and population projections for the TOWNSHIP for the next 5, 10, and 20 years.
 - The existing and projected water demands of the TOWNSHIP will be described to include residential and commercial users. The public and private water withdraw locations will be identified.
 - DWSRF mapping will include a general layout of the existing waterworks system and storage locations. Waterworks systems outside of the study area will also be included or noted. DLZ will describe the existing municipal waterworks system including:
 - The conditions of source facilities.
 - The method of water treatment as well as the location and physical condition of the facilities and years in service of the major components.
 - An evaluation of storage tank and water treatment plant pumping conveyance capacities, including the adequacy and reliability of water treatment plants in maintaining water system integrity.
 - The condition of service lines.
 - The type of conveyance system and the condition of any existing transmission and distribution mains, including valves and hydrants.
 - The method of residuals handling and disposal.
 - The condition of water meters.
 - A discussion of operation and maintenance including any problems as well as an evaluation of opportunities to maximize operation and maintenance to improve drinking water quality.
 - The design capacity of the waterworks system and existing uses of available capacity.



INNOVATIVE IDEAS
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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 3 of 6

- An evaluation of the water systems climate resiliency and the discussion of available backup power.
- A Summary of Project Needs will be developed describing the existing waterworks problems and needs including compliance with the drinking water standards defined in the Administrative Rules for Act 399, Orders of Enforcement Actions, Drinking Water Quality Problems and Projected Needs for the Next 20 Years.

Analysis of Alternatives

- A systematic evaluation of alternatives to serve the system needs for the next 20-years will be conducted. The types of alternatives evaluated are as follows:
 - No Action.
 - Optimum performance of the existing water system.
 - Regional Alternatives.
- Proposed water main routes and interconnection with mapping including material and diameter.
- Hydraulic water modeling analysis results with mapping of proposed water main and interconnection.
- Facility and treatment methodology analysis of the existing Twin Lake I Wellhouse.

Principal Alternatives

- DLZ will perform an evaluation of Principal Alternatives using a present worth analysis for the determination of cost effectiveness. All alternatives must comply with the Michigan Safe Drinking Water Act, 1976 PA 399 (Act 399).
- DLZ will also perform the following for each Principal Alternative:
 - Monetary Evaluation.
 - Environmental Evaluation.
 - Mitigation of Environmental Impacts.
 - Implementation of Public Participation.
 - Technical Considerations.
 - Residuals.
 - Contamination.
 - New/Increased Water Withdrawals.

Selected Alternatives

- The Selected Alternative will be described in detail to include the following:
 - Relevant Design Parameters – proposed water main routes, diameters, and materials, major process features, unit processes and sizes, treatment criteria, residuals management and schematic flow diagrams as well as sensitive ecosystems, schedule for design and construction, population, characteristics of the water supply, permit requirements, drinking water quality standards, and mitigation, as required.
 - Schedule for Design and Construction.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
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Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 4 of 6

- Monetary Cost Estimate.
- User Costs.
- Disadvantaged Community.
- Ability to Implement the Selected Alternative.
- Review of TOWNSHIP's finances, as needed, to demonstrate ability to pay for the project. Some of this work may require work by the TOWNSHIP's accounting and/or financial advisor.

Environmental Evaluation

- DLZ will perform a brief evaluation of the following items, as applicable to the Plan, and required letters and Service Area(s) maps will be sent to the State Historic Preservation Officer, the U.S. Fish and Wildlife Service, the Michigan Natural Features Inventory, and necessary Tribal Historical Preservation Officers:
 - Historical/Archaeological/Tribal Resources.
 - Water Quality.
 - Land/Water Interface.
 - Endangered Species.
 - Agricultural Land.
 - Social/Economic Impact.
 - Construction/Operational Impact.
 - Indirect Impacts.

Mitigation Measures

- DLZ will perform an evaluation of environmental impacts and respective mitigation measures for the Selected Alternative. Mitigation measures will be designated to avoid, eliminate, or lessen adverse impacts consistent with local ordinances and the community master plan to maintain and protect the community's natural resources over time.

Public Participation

- DLZ will assist the TOWNSHIP in holding a public meeting(s).
- DLZ will assist the TOWNSHIP in the development of a Public Hearing advertisement and conducting the required formal Public Hearing.
- DLZ will assist the TOWNSHIP in the documentation of the formal Public Hearing.

Coordination

- DLZ will meet with TOWNSHIP staff to verify the scope of the Project Plan and review DWSRF scheduling dates.
- DLZ, along with appropriate TOWNSHIP staff will meet with EGLE in a pre-project planning session to discuss the project plan contents and program requirements.
- DLZ will coordinate with DWSRF Section staff to ensure compliance with the DWSRF program.



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 5 of 6

Submittals

- DLZ will assist the TOWNSHIP in submitting a draft *DWSRF Project Plan Submittal Form* (including the Disadvantaged Community Worksheet, as appropriate) to EGLE approximately 60 days before the Project Plan is finalized.
- DLZ will assist the TOWNSHIP in submitting a final *DWSRF Project Plan Submittal* (including the Resolution adopting the Project Plan Form, as appropriate) to EGLE on or before July 1, 2022.
- DLZ will assist the TOWNSHIP in completing and submitting DWSRF Loan Application Parts I and II at the time they are requested by the Revolving Loan Section. DLZ will assist the TOWNSHIP in acquiring assistance from their Financial Consultant in this task.

RESPONSIBILITIES OF TOWNSHIP

- The TOWNSHIP will provide access to all sites, drawings, and system information necessary to perform the work, as needed.
- The TOWNSHIP will designate an individual to be the primary contact person to facilitate the project.
- The TOWNSHIP will attend all necessary meetings and assist with the coordination and development of the project.
- The TOWNSHIP will need the assistance of a Financial Consultant in development of the User Costs as described under the “**Selective Alternatives – User Cost**” section of this proposal, and in the completion of DWSRF Loan Application Parts I and II.

SERVICES NOT INCLUDED

- This proposal does not include fees for any site survey work that may need to be completed as part of the evaluation project. DLZ will use the existing topo information from the existing plans for the evaluation.
- This proposal does not include any design work.
- This proposal does not include fees for the TOWNSHIP’S Financial Consultant.

TERMS AND CONDITIONS

The Standard Terms and Conditions, as set forth as attached Exhibit A, are incorporated here into and made a part of this Work Order Proposal. The Client referred to in the Standard Terms and Conditions means the Charter Township of White Lake.

PROFESSIONAL FEE

For services described above in **Scope of Services**, DLZ proposes to charge, and the TOWNSHIP agrees to not to exceed Lump Sum Fee of **\$23,000.00** without TOWNSHIP approval. Invoices will be rendered monthly.

DLZ and its employees comply with all coronavirus protocols and guidelines, including all updates and revisions thereto, issued by the States in which DLZ provides services and the U.S. Centers for Disease Control and Prevention (CDC). DLZ time and expense for additional safety protocols or training required by Charter



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

Charter Township of White Lake
2023 Clean Water State Revolving Fund Project Plan Preparation
February 9, 2022
Page 6 of 6

Township of White Lake or its representatives are not included in this proposal and will be invoiced at DLZ's standard rates.

Neither Party will be responsible or liable for delays caused by persons, events, or circumstances for which the Party, its employees, subcontractors, and subconsultants are not responsible including, but not limited to, Acts of God including delays attributable to the coronavirus pandemic.

If you approve and accept this Proposal, please sign, date, and return one copy of this proposal for our records. Should you prefer to issue a Purchase Order as your official acceptance, we request that you reference this proposal in your paperwork.

DLZ appreciates the opportunity to submit this Letter Agreement for professional services. This offer will remain open for acceptance for 60 days. If for any reason you should have questions, please do not hesitate to contact me at (248) 681-7800.

Sincerely,
DLZ MICHIGAN, INC.

Terry Biederman, P.E.
Vice President

Attachments:
Exhibit A: Standard Terms and Conditions

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

EXHIBIT A
DLZ'S STANDARD TERMS AND CONDITIONS

1. **INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
2. **CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
3. **CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
4. **SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
5. **MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
6. **CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
7. **SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
8. **REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alternation of such documents or deliverables without written verification or adaptation by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
9. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
10. **INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
11. **INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
12. **CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
13. **LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
14. **DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
15. **STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
16. **DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
17. **SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
18. **ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
19. **STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.

Drinking Water Revolving Fund Project Plan Preparation Guidance

Michigan Department Environmental Quality

Rick Snyder, Governor
Keith Creagh, Director



<http://www.michigan.gov/deq>

Administered by:

The Office of Drinking Water and Municipal Assistance
Revolving Loan Section
Sonya T. Butler, Chief
517-284-5433

Mailing Address:

P.O. Box 30241
Lansing, MI 48909-7741

Delivery Address:

Constitution Hall – 4th Floor South
525 W. Allegan
Lansing, MI 48933

Rev. 5/2016

The Michigan Department of Environmental Quality (DEQ) will not discriminate against any individual or group on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information or sexual orientation. Questions or concerns should be directed to the Quality of Life – Office of Human Resources, P.O. Box 30473, Lansing, MI 48909-7973.

Table of Contents

All blue text is a hyperlink for in-document navigation or to an external website.

Introduction	1
Project Background	2
Delineation of Study Area	2
Land Use	2
Population Projections	2
Water Demand	2
Existing Facilities	2
Summary of Project Need	3
Exploratory Well Investigations/Well Site Selection/Test Well Drilling Procedures	4
Analysis of Alternatives	6
No-Action	6
Optimum Performance of Existing Facilities	6
Regional Alternatives	7
Principal Alternatives	7
Monetary Evaluation	7
Environmental Evaluation	9
Mitigation	10
Implementability and Public Participation	10
Technical Considerations	10
Residuals	10
Contamination	11
New/Increased Water Withdrawals	11
Selected Alternative	11
Design Parameters	12
Hydrogeological Analysis	12
Finalization of Well Design	12
Maps	12
Schedule for Design and Construction	13
Cost Estimate	13
User Costs	13
Disadvantaged Community	13
Ability to Implement the Selected Alternative	13
Environmental Evaluation	14
Historical/Archaeological/Tribal Resources	14
Water Quality	14
Land/Water Interface	14
Endangered Species	14
Agricultural Land	14
Social/Economic Impact	14
Construction/Operational Impact	15
Indirect Impacts	15
Mitigation Measures	15
Public Participation	16
Public Meeting (Recommended)	16

Formal Public Hearing and/or Recording (Required)	16
Public Hearing Advertisement (Required)	16
Public Hearing Transcript or Recording (Required)	16
Public Hearing Contents	17
Comments Received and Answered	17
Adoption of the Project Plan (Required)	17
More Information, Forms, and Guidance	18

Introduction

This guidance is to assist water suppliers in fulfilling the project planning requirements of the Drinking Water Revolving Fund (DWRP) program and is intended to more fully explain the requirements included in the following statutes, laws, and rules:

- The federal Safe Drinking Water Act (SDWA), Amendments of 1996, 42. United States Code (U.S.C.) §300f et seq.
- Part 54, Safe Drinking Water Assistance, of Michigan's Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL §§324.5401-324.5418
- The Michigan Safe Drinking Water Act, 1976 PA 399, (Act 399), MCL §§325.1001-325.1023
- The Act 399 Administrative Rules, Michigan Administrative Code R325.10101-R325.12820

This guidance addresses a wide variety of potential projects. Not every issue detailed is relevant to every project. However, when issues are applicable, they must be addressed at a level of detail consistent with their complexity and the scope of the total proposed project. In some instances, short responses are appropriate. More complex issues will require more detail.

Interested water suppliers are advised to contact the Revolving Loan Section (RLS) early in the planning process. A project manager will then be assigned to assist the supplier in identifying applicable planning issues and to answer questions regarding project plan development. This may save water suppliers both time and money in completing the plan requirements. A pre-planning meeting with the RLS project manager and area water engineer from the applicable Department of Environmental Quality (DEQ) district office is encouraged.

Incorporation of "green" project components in eligible DWRP projects is encouraged. Refer to the CWSRF and DWSRF Green Project Reserve Guidance (www.michigan.gov/drinkingwaterrevolvingfund) for project examples and eligibility requirements.

Applicants that wish to use a Construction Management at Risk (CMAR), Progressive Design-Build (PDB), or Fixed-Price Design-Build (FPDB) should refer to the Project Delivery Methods Guidance and schedule a meeting with a RLS project manager to discuss project delivery requirements and eligibility. Additionally, the project plan must discuss the benefits and disadvantages of selecting one of those delivery methods over the traditional Design-Bid-Build delivery method and why the chosen method is the best fit for the project.

Applicants should submit a draft project plan for review at least 90 days prior to its completion. This period of time will allow staff to identify problems and potential obstacles. The community will then have the opportunity to incorporate necessary changes before the required public hearing on the final project plan. Every plan must examine and prioritize all drinking water needs for the next 20 years, whether or not funding is being sought for every capital improvement.

A complete final project plan will be the basis for project ranking for DWRP loan assistance. Two copies of the final project plan must be submitted to the address on the front cover of this guidance by **May 1** of any given year for ranking on the state's Project Priority List (PPL) for the following fiscal year (October 1 to September 30).

A completed *DWRP Project Plan Submittal Form* must accompany the final project plan.

Before beginning a project plan, please read the *Applicant Actions Related to Project Planning* for guidance on which federal and state agencies to contact during the planning process.

Project Background

This section of the plan will describe the study area, identify population characteristics, summarize the condition and type of facilities, and focus on the project need based on current drinking water problems being experienced by the community.

Delineation of Study Area

A study area must be delineated to establish what problems exist and to identify future needs within and outside the service area. Either one complete project or multiple separate projects may be envisioned depending on need, priority, and funding capability. Include in the study area any potential water withdrawal sites and wellhead protection requirements.

In the plan, provide a map of the study area and appropriate natural features (lakes, rivers, etc.), existing facilities, and identify other key characteristics.

Land Use

Describe the existing land use in the study area, including residential, commercial, industrial, agricultural, and recreational areas. A discussion of master plan, zoning, and other land use regulations or policies should be included. Predicted land use in the study area over the 20-year planning period should also be described. Any development trends that may adversely impact air and water quality or environmentally sensitive areas should be discussed.

Population Projections

Provide a table showing existing population data for the study and service areas. If significant, include seasonal population fluctuations. Calculate estimated population projections at a minimum of 5-year, 10-year, and 20-year intervals. These projections must be based on a credible source (e.g., U.S. Census data) and supported by the regional planning agency.

Water Demand

Identify existing and projected water demand from residential, industrial, commercial, and institutional users to assist in determining drinking water needs of the community. Document any projected demand increases from non-residential users with source estimates from businesses and/or a letter of intent. Public and private water withdrawal locations should be identified.

Existing Facilities

The project plan must include an overview of the existing waterworks system including:

1. The condition of source facilities (e.g., wells, intakes, cribs, etc.).
2. The method of water treatment, as well as the location and physical condition of facilities, including years in service of major components.
3. An evaluation of condition and capacity of storage tanks and pump stations, including reliability requirements for maintaining system integrity.
4. The condition of service lines.
5. The size, material, and condition of any existing transmission/distribution mains, including valves and hydrants. Include information on water main breaks or pressure issues, if applicable.
6. The method of residuals handling and disposal, if applicable.
7. The condition of water meters.
8. A discussion of operation and maintenance requirements including any problems being experienced such as excessive flushing, leakages, breaks, etc.
9. The design capacity of the waterworks system and the existing uses of available capacity.
10. An evaluation of the system's climate resiliency. The system's ability to withstand and respond to changes resulting from climatic factors, such as increased flooding risks, increased intensity or frequency of storm events should be evaluated. The availability of backup power to continue facility operations should be discussed. Information and resources can be found at [EPA's Web site for climate ready water utilities \(www.epa.gov/crwu\)](http://www.epa.gov/crwu).

Summary of Project Need

The project plan must describe the existing waterworks problems and needs, including the severity and extent of water supply/public health problems. The description of need should be sufficiently detailed to form the basis for project ranking on the PPL. The ranking criteria are identified in Section 5406 of Part 54, of the NREPA. The summary of need should include the following:

- A. Compliance with the drinking water standards defined in the Administrative Rules for Act 399.
 - Any acute violations of a Maximum Contaminant Level or surface water treatment technique.
 - Any non-acute violations of a Maximum Contaminant Level or surface water treatment technique.
 - An evaluation of the existing treatment facility as conducted and/or reviewed by the DEQ or other appropriate regulatory agency. The evaluation should compare the existing treatment facility to the requirements of Act 399.
 - A description of any waterborne disease outbreaks, their magnitude, and their apparent causes.

- A reliability study/master plan that substantiates water supply needs and outlines deficiencies that warrant correction.

B. Orders or Enforcement Actions

Provide a copy of any court or enforcement order against the water supplier, including written enforcement actions such as a Notice of Violation, Agreement, or Department Order to correct deficiencies and achieve compliance with Act 399.

C. Drinking Water Quality Problems

Drinking water quality problems being experienced by the water supplier should be identified. The aesthetic quality of the drinking water supply should also be discussed.

If the community is proposing to provide new service to areas currently served by individual wells, the project plan must document the nature, number, and location of wells that are malfunctioning based on the DEQ, and/or local health department records, and/or sanitary surveys. The site characteristics (e.g., groundwater levels, soil permeability, geology) contributing to the problems must be documented. The system failures and limiting site characteristics must be plotted on a map along with existing habitation.

If surface water or groundwater contamination is of concern, point and nonpoint sources of pollution should be examined. For groundwater contamination, aquifer condition and type should be identified. If surface water contamination is of concern, describe and evaluate the impact of these problems on the quality of drinking water.

D. Projected Needs for the Next 20 Years

The project plan should examine and prioritize all water supply needs in the study area for the next 20 years, whether or not funding is being sought for every capital improvement. Improvements or modifications to improve a system's ability to adapt and respond to changes resulting from climatic factors should also be examined. For needs that will be addressed using DWRP loan assistance, a cost-effectiveness analysis based on the 20-year planning period must be performed, and each component to be funded must be a part of the facility that will cost-effectively address water supply and/or public health problems.

Exploratory Well Investigations/Well Site Selection/Test Well Drilling Procedures

Applicants new water supply wells will need to begin evaluating potential well fields early in the planning phase. The location of each site considered worthy of further investigation must be mapped and described in the plan. The description of the well site must include the site's natural setting, distance from the water distribution system and surrounding homes, proximity to known contamination sites, estimated land purchase costs, and a discussion of the willingness of the land owner to cooperate.

You must contact your DEQ district engineer for an on-site inspection and approval of proposed well sites prior to the commencement of exploratory drilling.

A. Preliminary On-Site Review and Clearances

The appropriate district office engineer will perform a walk-about review of potential well sites to determine if adequate isolation distances exist and if there is any source of contamination present.

Environmental Health Section staff will perform an Adverse Resource Impact (ARI) assessment of each well site. ARI assessments are mandatory for all water withdrawal proposals. Sites where ARI is predicted will not be permitted or funded except in the rare case where the proposed withdrawal is “traded” equally for the elimination of an existing withdrawal **in the same aquifer**. Assessments may take up to 90 days, so it is critical to start them early in the planning process. Refer to Michigan’s Water Use Web site (www.mi.gov/wateruse) for the water withdrawal assessment tool.

B. Test Wells

If no ARI is predicted, the district engineer will issue a test well approval letter to allow drilling to commence.

Note – The following environmental clearances must be obtained PRIOR to test drilling at any well site:

- State Historic Preservation Office
- State/Federal Endangered/Threatened Species (U.S. Fish and Wildlife Service and Michigan Natural Features Inventory)
- State Wetlands/Floodplains/Coastal Zones/Inland Lakes and Streams Review (DEQ Water Resources Division)
- Federally-recognized tribes must be notified and provided an opportunity to comment

Test well drilling is considered a planning cost and does not have to be competitively bid. If over \$50,000, a signed contract is required.

There are two alternatives that may be selected for further evaluating a potential well site. If the water supplier is confident about the outcome, it may elect to install a large-diameter test well that will serve as the final production well, as long as the yet to be performed pump test and aquifer analysis demonstrate that this well will produce the quantity and quality of water necessary to satisfy the supplier’s needs. This well is still referred to as a test well (or test production well) until the data has been reviewed and approved and a construction permit issued. The driller will also be installing at least two monitoring/observation wells, usually 5 inches in diameter. This approach is used when a supplier is willing to accept a higher degree of risk, while spending less time and money on the exploration and evaluation phase.

The second alternative is to install a small-diameter test well to obtain geological data and water quality at the site to determine if a suitable water bearing formation may be present. The contractor may install such test wells at several sites simultaneously to determine the best available site, or they may do it one site at a time until they find one that is acceptable. Again, this preliminary test well drilling and evaluation step may be accomplished only if the district engineer has conducted the necessary well site inspection(s) and granted approval for test well drilling. Once a suitable site has been identified for a final production well, a larger-diameter test well will be installed for the pump test and aquifer analysis. The initial

test well that was installed at this site is often used as one of the two required observation wells.

Eligibility Note – If the applicant does not already own the well site property, land purchase or easement cannot be finalized until AFTER the applicant’s resolution to adopt the final project plan takes place in order for the land acquisition costs to remain eligible.

Analysis of Alternatives

You must conduct an evaluation of alternatives to serve comprehensive 20-year system needs. The alternatives evaluation examines the objectives of the project, including needs, technical constraints, and applicable drinking water standards. The widest variety of potential alternatives for both the entire system and the various functional subsystems must be identified, evaluated, and screened. All of the alternatives evaluated must serve the same service area population to address demonstrated drinking water needs. The rationale for rejecting any of these alternatives must be provided. In-depth analyses need only be performed for the principal alternatives based on cost-effectiveness, potential environmental impacts, implementability, and technical issues.

Proposed water main alternatives should be compared based on routing options, construction methods, and pipe materials.

For well site alternatives, compare and contrast the suitability for safe, adequate yield of drinking water at each site evaluated during preliminary investigations, including impacts and estimated cost to construct. These costs include well house structure, drilling of test-production well, aquifer/site studies, appraisal/land purchase, engineering, laboratory testing, pumps/motors, controls, water main connections, and miscellaneous appurtenances.

The following types of alternatives must be evaluated in addition to conventional waterworks technologies or processes.

No-Action

You must consider the feasibility of a “no-action” alternative, i.e., whether no project at all is a viable option for the community. This alternative is primarily of significance for waterworks facilities that are in compliance or in places where no public waterworks facilities currently exist.

Optimum Performance of Existing Facilities

You must consider “optimum performance of existing facilities” as an alternative. Investigation may reveal that the existing waterworks facilities can function more efficiently with the addition of new equipment, operational changes, or the addition and training of operating personnel. On the other hand, it may establish that the facilities are operating at their optimum efficiency. Whatever the results of the investigation, optimum operation of existing facilities will determine what additions, expansions, or replacements must be made, including improved design and operation of existing individual wells. The investigation will also determine the extent to which existing waterworks facilities can be used in a new upgraded system. Key criteria under this alternative include determining the optimum performance level possible with the existing process design; evaluating the age and reliability of existing equipment; exploring options for additional operating controls and laboratory facilities for monitoring the system and improving performance; and making possible processing modifications.

Regional Alternatives

The feasibility of connecting to a regional water supply to serve the existing needs of the study area should be examined with care in the project plan. Capacity and adequacy of any existing regional waterworks facilities must be examined. Where capacity and adequacy are deficient, the costs to upgrade and expand the system to supply safe and sufficient quantities of water must be added to the analysis. These costs are in addition to the connection (water main/pump station) costs for the system under review.

Various routes to connect to a regional system must be compared and contrasted. In doing so, the socio-economic and environmental impacts of the alternative routes must be examined, in addition to the cost for each. Also, the population projections for a proposed regional system alternative must be realistic and correspond to acceptable assumptions and projection methodologies.

Part 54 of the NREPA does not allow the DWRP to fund projects constructed primarily for growth or to stimulate development in currently undeveloped areas.

The evaluation of regional alternatives must consider the need to negotiate and execute intermunicipal service agreements or contracts between the participating communities.

Principal Alternatives

Principal alternatives must be evaluated using a present worth analysis for a determination of cost-effectiveness. In addition, environmental impacts, implementability, and technical considerations must be examined for each principal alternative.

Monetary Evaluation

The monetary evaluation must include a present worth analysis. The analysis does not identify the source of funds, but compares costs uniformly for each alternative over the 20-year planning period. Sunk costs (investments or financial commitments made before or during the planning period) are not included in the analysis. Refer to the *Fundamentals of the Monetary Evaluation* for further information.

A. Present Worth

Present worth is the sum which, if invested now at a given interest (discount) rate, would provide exactly the funds required to pay all present and future costs. Total present worth, used to compare alternatives, is the sum of initial capital cost, plus the present worth of operation, maintenance, and replacement (OM&R) costs, minus the present worth of the salvage value at the end of the 20-year planning period.

B. Discount Rate

The real discount rate to be used in computing present worth cost is established by the U.S. Office of Management and Budget and is published for each fiscal year. The rate may also be obtained by contacting your DEQ project manager or from the program Web site.

C. Salvage Value

The planning period for the monetary evaluation is 20 years. At the end of this period, portions of the project's structures or equipment may have a salvage value, which is determined by using straight line depreciation. The present worth of the salvage value is then computed using the discount rate. The useful life reflected in the cost-effectiveness analysis should fall within the following ranges:

- Land: Permanent.
- Water supply conveyance structures (e.g., distribution and transmission mains, intakes, and wells): 50 years.
- Other structures (e.g., waterworks buildings, water storage tanks, pump station structures): 30 to 50 years.
- Process equipment (e.g., chemical feed systems): 15 to 20 years.
- Pumps and motors: 15 to 20 years
- Auxiliary equipment (e.g., alternate power supplies): 15 to 20 years.

If you assign a useful life of less than the 20-year planning period to any component, the cost-effectiveness analysis must show the present worth of the replacement cost at the end of the useful life, as well as the present worth of the salvage value of the replacement at the end of the 20-year planning period.

Special Note: Communities that qualify for disadvantaged status that are choosing a 30-year loan term instead of a typical 20-year loan must examine and prioritize all drinking water needs in the study area for the next 30 years, instead of 20 years as required with the standard loans, whether or not funding is being sought for every capital improvement. For needs that will be addressed using DWRP loan assistance, a cost-effectiveness analysis based on a 30-year planning horizon must be performed and each component to be funded must be part of the 30-year facility that will cost-effectively address drinking water quality and/or public health problems.

D. Escalation

Only energy costs and land value may be escalated in the cost-effectiveness analysis. The costs of labor, equipment, and materials are not escalated, since it is assumed that any increase will apply equally to all alternatives. Different alternatives, for example, may use different fuel supplies. Escalation of energy costs is based on data periodically published by the EPA, or on historical data for the area, if justified. Land prices should be escalated at a uniform rate of 3 percent per year.

E. Interest During Construction

If interest charged during construction is significant and could influence the comparison of alternatives, it may be included in the cost-effectiveness analysis using one of two methods. If expenditures are uniform and the construction period is less than four years, interest is one half of the product of the construction period (in years), the total capital expenditures (in dollars), and the discount rate. Otherwise, interest should be calculated on a yearly basis.

F. CMAR, PDB, or FPDB Delivery Method

If a CMAR, PDB, or FPDB delivery method is to be utilized, the monetary evaluation (which includes an estimate of costs for the CMAR/design-build firm) must consider the costs of the

selected method versus the traditional Design-Bid-Build delivery method. The benefits and disadvantages of these methods must be discussed in detail as part of the alternative evaluation, with an explanation of why the chosen delivery method is the best fit for the project.

Environmental Evaluation

Environmental impacts expected to result from each alternative must be compared. Similar impacts should be compared in scope and intensity. Any significant environmental benefits precluded by rejection of an alternative should be identified. It may be possible to summarize the comparison of impacts in a matrix or other tabular format.

Briefly evaluate the following aspects of the environmental setting and provide a narrative and maps of all applicable items:

A. Cultural Resources

Historical and archaeological sites known to exist must be listed in the project plan and based upon documentation provided through the National or State Historical Register, the State Historical Preservation Officer (SHPO), Tribal Historic Preservation Offices (THPO) local historical societies, or local and regional planning agencies.

B. The Natural Environment

- Climate, including precipitation, temperature, and any adverse weather conditions that may affect construction of the project (e.g., depth of frost, length of construction season).
- Air quality.
- Wetlands.
- Coastal zones.
- Floodplains (Note: Construction in a U.S. Department of Housing and Urban Development [HUD] designated flood area requires participation in the HUD Flood Insurance Program).
- Natural or Wild and Scenic Rivers.
- Major surface waters – the major lakes, rivers, and streams in the study area and their designated uses (e.g., warm water fish).
- Agricultural resources – identification of prime, unique, and otherwise highly productive farmlands.
- Existing plant/animal communities and environmentally sensitive habitats, particularly those on the threatened or endangered state special concern species list.

Mitigation

Mitigation of anticipated environmental impacts must be discussed in the analysis of alternatives. Any mitigation costs must be included in the cost-effectiveness comparison.

Implementability and Public Participation

Throughout the evaluation of alternatives, the public must be provided with opportunities to comment. With public input, it may become apparent that certain alternatives or sites are not acceptable to the public or to neighboring communities affected by the project. These issues must be resolved in the choice of alternatives.

Implementability issues to be resolved and discussed in the project plan include the financial burden on the applicant municipality, the availability or competing uses of the proposed site, the ability of the municipality to manage the construction and OM&R of the facility, the need for intermunicipal agreements, and the formation of an operation authority.

Technical Considerations

All alternatives must comply with Act 399 and be designed to meet the standard recommended guidelines established in the "Recommended Standards for Waterworks" as published by the Great Lakes and Upper Mississippi Board of State Sanitary Engineers.

Each alternative should be evaluated based on its reliability to meet and consistently maintain compliance with applicable water quality standards. System reliability must demonstrate:

- Sufficient pumping capacity to meet design flows for all pumping stations.
- Stand-by power or an acceptable alternative.
- A minimum of two wells for new waterworks systems.
- A minimum of two units for each treatment process.
- Adequate storage volume

Residuals

For treatment alternatives that will generate residuals, describe and evaluate the handling and disposal practices required and compare/contrast each alternative thereof based on quality/quantity of residuals and safety considerations.

A. Industrial/Commercial/Institutional

Identify high volume users (e.g., industrial/commercial/institutional) that may affect design flows/pressures being evaluated for alternatives.

B. Growth Capacity

Inclusion of growth capacity based on supportable 20-year planning projections is permissible, but it must not be the primary purpose of the plan. While specific details of development cannot be predicted accurately, an attempt should be made to identify future service areas and the type of expected development.

Contamination

Any contamination, be it soil, chemicals, ground/surface water, or existing building materials, must be evaluated in the cost-effectiveness and environmental analysis of alternatives. Each project should be evaluated for potential contamination utilizing the following actions:

- An identification of past activities, which might have caused site contamination, such as leaking underground storage tanks.
- A visual survey of project sites to identify any abandoned containers and their contents.
- An examination of the state's list of contaminated sites, found at the [DEQ Web site for contaminated sites](https://secure1.state.mi.us/FacilitiesInventoryQueries/) (<https://secure1.state.mi.us/FacilitiesInventoryQueries/>).
- When the reconstruction or rehabilitation of existing facilities is proposed, a record search or visual survey to identify the presence of contaminated building materials in the areas of proposed construction.
- Where contamination is suspected, soil and groundwater sampling of project sites to evaluate potential contamination problems.

New/Increased Water Withdrawals

Any new or increased surface or groundwater withdrawal being proposed requires an ARI assessment and registration. Withdrawals in excess of 2 million gallons/day also require a water withdrawal permit; see the [DEQ Web site for water use](http://www.michigan.gov/deqwater) (www.michigan.gov/deqwater). Water withdrawal permits can be applied for in one of two different ways: 1) under Part 327 Great Lakes Preservation Act, as amended, of Michigan's NREPA at a cost of \$2,000 (eligible for DWRP reimbursement); or 2) under Act 399 (Safe Drinking Water Act) via the submittal of final project plans and specifications.

Both an ARI and a water withdrawal permit, when applicable, must be obtained before the DEQ can issue a "Finding of No Significant Impact" for a DWRP project.

Note that a minimum of 90 days is required for a water withdrawal permit to be issued.

This is because each proposed permit must be public noticed for 45 days, and another 45 days minimum is needed for staff to review.

As such, for the DWRP application to proceed smoothly, it is recommended to apply for the water withdrawal permit under Part 327, instead of Act 399, soon after the final DWRP Project Plan is submitted.

Selected Alternative

In this section, you will provide a description of the selected alternative (including **why** it was selected) that is detailed, comprehensive, and consistent with information provided in the previous section. A map or drawing should be provided. For water main projects, be sure to identify street names.

Design Parameters

Summarize the preliminary basis of design, e.g., unit processes and sizes, wells and intakes, pipe lengths/diameters, routes, pump sizes/type (including provisions for standby power, telemetry, etc.), storage volume, design flow/capacity, well screening details, treatment criteria, residuals management, and related technical issues. Provide a schematic flow diagram for the proposed alternative. Indicate what drinking water standards are to be met or brought into compliance. Identify the service area and the population to be served (including special users of commercial/industry).

In regards to the transmission lines and water mains, briefly discuss the factors that dictate sizing of the pipes, such as minimum state guidelines, service area flows and pressures (existing and proposed), and other determinants.

Hydrogeological Analysis

The hydrogeological analysis is conducted using the large-diameter test well and at least two monitoring/observation wells. This is commonly referred to as an aquifer test or performance test as described in Rule 325.10830 of Act 399. In general, a hydrogeological analysis is performed to properly gauge the aquifer's ability to produce a sufficient amount of clean water. This analysis defines the safe yield of the aquifer; determines the pumping capacity, draw down, and static level of the well; and rates the quality of pumped water under operating conditions. Chemistry and bacteriological monitoring must also be collected from the test well to document compliance with state drinking water standards. Your data is reviewed by the DEQ's Environmental Health Section, and this process typically requires eight weeks.

Finalization of Well Design

The finalization of a well design and issuance of an Act 399 permit is contingent upon a hydrogeological analysis and a final well log. The hydrogeological analysis provides the information used to determine safe yield and water quality. The well log provides other vital information such as depth, diameter, grout material, and screen sizing. It is important to remember that a construction permit is typically not issued until **after** the production well has been installed. The permit, in essence, equips the production well with final pump/motor sizings and allows the well to go into service.

Maps

Provide legible maps with distance scales and other appropriate graphics that are associated with the selected alternative, including:

- Location of water sources and waterworks treatment systems.
- Routes, lengths, and sizes of transmission and distribution water mains.
- Location and size of water storage tanks.
- Street names.

Precise dimensions and locations may not yet be known, but basic project characteristics should be available.

Schedule for Design and Construction

List the major activities and milestones to be scheduled for completion of the proposed project. Estimated dates for design, aquifer analysis (if applicable), bidding, permit issuance, financing, and construction start and completion should be identified. The schedule should be consistent with quarterly DWRP funding deadlines. If the project is part of a regional system, the time required for review and approval from the regional system and modification of intermunicipal agreements should be factored into the schedule.

Cost Estimate

A summary of all costs associated with planning, design, and construction of the selected alternative must be presented, including costs associated with administration, legal, and financial services, land acquisition (if applicable), mitigation, and other project-related activities. Costs of green project reserve components should be specifically identified.

User Costs

Estimate the cost impact the proposed project will have on users of the water system to allow sufficient revenue for debt retirement, operation, maintenance, and replacement costs. Describe the current rates for comparison with the new estimated rates.

The total estimated project costs should be translated into an estimated total annual, quarterly, or monthly residential user charge over the useful life of the project. The amount of flow generated by the typical residential customer must be presented to allow the public to calculate their actual costs.

The discussion of user costs must identify the number of users or user equivalents. When user equivalents are used, an explanation of how a user equivalent is defined must be included. The number of users must be related to the total annual debt to be retired so that it is clear how the cost of the project is distributed across the users. Hook-up charges, tap-in fees, special assessments, and other non-flow related charges should be discussed, if applicable. Estimated costs must be generated without factoring in new users projected to connect after project completion.

Disadvantaged Community

Part 54, of the NREPA, provides for several benefits to municipalities who meet the state's criteria for disadvantaged community status. These benefits include additional priority points, extended loan terms, and the possibility of loan forgiveness for qualified planning costs. A *Disadvantaged Community Status Determination Worksheet* should be completed and included with the final project plan submittal.

Ability to Implement the Selected Alternative

Briefly discuss the applicant's legal authority, managerial capability, and financial means to build, operate, and maintain the water system. The institutional arrangements for financing the project, including capital cost contributions from other entities, must be described. If applicable, describe the need for any intermunicipal service agreements or water use ordinances to provide project implementation. If revisions to existing agreements are needed to implement the project, the project plan must identify the necessary amendments.

When contractual arrangements with other local units of government are required to implement the project, resolutions must be obtained from all of the participating entities adopting the project plan and agreeing to implement the selected alternative. These resolutions are the initial demonstration of project implementation.

Environmental Evaluation

In this section, you will discuss potential environmental impacts the selected alternative may cause, both direct and indirect, beneficial, and detrimental. The evaluation should be more detailed than the comparison of impacts for the various alternatives. While a narrative is encouraged, a tabular format could also be used to summarize this information. Responses received from reviewing agencies should be discussed. Documentation can be compiled in an appendix.

Historical/Archaeological/Tribal Resources

Impacts upon archeological, historical, or cultural resources (e.g., historic neighborhoods, buildings, or streetscapes) must be identified. Review by the SHPO is required for all projects. Tribal Historical Preservation Officers must also be contacted for an opportunity to comment on the proposed project.

Water Quality

Describe how the project alternative will affect surface water and groundwater quality or quantity and meet drinking water standard objectives.

Land/Water Interface

Describe what impacts the project will have on wetlands, floodplains, rivers/streams, and coastal zones.

Endangered Species

Describe what federal and/or state threatened or endangered species or state special concern species of flora or fauna, if any, would be impacted by the proposal. The United States Fish and Wildlife Service and the Michigan Natural Features Inventory need to be contacted for these reviews. A biological survey may be required to determine if they exist in the areas of construction, or would be affected by proximity to the proposed project.

Agricultural Land

If the project will directly or indirectly affect agricultural resources, describe what the impact will be and identify the location on a map.

Social/Economic Impact

Describe how the project will affect the social economics of the study area.

Construction/Operational Impact

Describe all areas that will be affected by construction. All natural and man-made features existing in these areas must be identified. Areas of potential tree removal must be identified, and any removal of large trees or extensive areas of vegetation removal must be noted.

Describe whether the project will result in hazardous or contaminated material exposure. Discuss the project's impact on traffic patterns, especially areas where construction will impact access or areas that will be affected by increased construction traffic. Indicate whether daily operations will have any impact, such as chemical exposure, air emissions, or noise. Discuss impacts to residential areas due to the construction and operation of new facilities if applicable.

Indirect Impacts

Indirect impacts are those caused or facilitated by the proposed project, but will be removed in time and/or distance. Indirect impacts often take the form of new residential or commercial development made possible by the project. Facilitation of new areas of development, even if "consistent" with zoning, may be considered significant adverse impacts. In addition, the conversion of agricultural lands and open areas to other uses and destruction of sensitive environments, such as wetlands, shorelines, areas of unbroken forest canopy, and other habitat areas, may also be considered significant adverse impacts.

The following indirect impacts that should be evaluated include:

- Changes in the rate, density, or type of development (residential/commercial/ industrial).
- Changes in land use (e.g., open space, floodplains, prime agricultural land, and coastal zones).
- Changes in air or water quality stemming from development including impacts from increased traffic.
- Changes to the natural areas and sensitive species or ecosystems due to secondary growth.
- Changes to aesthetic aspects of the community.
- Resource consumption over the useful life of the project.

Mitigation Measures

Where adverse impacts cannot be avoided, mitigation must be considered and described in the project plan, whether or not it is required by a particular permit or clearance. In this section of the project plan, you will describe how the environmental impacts discussed in the previous section will be mitigated. Both structural and non-structural measures that will be taken to avoid, eliminate, or mitigate adverse impacts should be included. Where applicable, required permits, such as soil erosion control, should be discussed. For each type of impact, be specific as to how the impact will be controlled so as to be made negligible.

Indirect impacts must be shown to be consistent with local ordinances and the community master plan so as to maintain protection of natural resources over time.

Public Participation

In this section, you will document opportunities to provide for public participation in the planning process. Public participation is generally informal in the early planning phase and becomes more formal prior to completing the project plan. Methods of involving the public include newspaper articles, flyers in utility bills, mass mailing to citizens, and the establishment of citizen's advisory groups for input on more complex and controversial projects. The purpose is to address controversial aspects of the project plan and/or to generate a better understanding of the project.

Public Meeting (Recommended)

A public meeting to discuss the various alternatives is recommended before a final alternative is selected. Such a meeting may help promote public support for the project. If held, the meeting should be at a time and place to best maximize public input. While a brief summary of the proceedings of the meeting should be included in the project plan, a formal presentation and record of proceedings is not required. A public meeting is preferred, but a council meeting held in accordance with all of the above guidelines is also an option.

Formal Public Hearing and/or Recording (Required)

The municipality applying for a DWRP loan must hold a formal public hearing prior to the adoption and submittal of a final project plan. The date, place, and time of the hearing must be conducive to maximize public input. For complex or controversial projects, or projects that will serve more than one municipality, hearings at several locations could be held.

Public Hearing Advertisement (Required)

A notice of the public hearing must be advertised **at least 30 days** prior to the hearing in a newspaper of general circulation in the communities affected by the proposed project. Notices on the municipality's Web site can supplement, but not substitute for, the published public hearing notice. The draft project plan must be available for public review during the 30-day public comment period. A copy of the advertisement and an affidavit confirming its publication must be included in the final project plan. Instructions on where to find copies of the project plan and how to submit written comments about the project must be included in the advertisement.

Public Hearing Transcript or Recording (Required)

The final project plan must be accompanied by one of the following:

1. A verbatim transcript of the public hearing recorded by a court reporter or transcribed by a stenographer from a recording of the proceedings.
2. An audio tape recording of the public hearing (tape must be audible).
3. A video recording of the public hearing (video must be clear and audible).

Public Hearing Contents

The following items must be discussed during the public hearing:

1. A description of the drinking water quality needs and problems to be addressed by the proposed project and the principal alternatives that were considered.
2. A description of the recommended alternative, including its capital costs and a cost breakdown by project components (e.g., supply, treatment, distribution, storage).
3. A discussion of project financing and costs to users, including the proposed method of project financing and estimated monthly debt retirement; the proposed annual, quarterly, or monthly charge to the typical residential customer; and any special fees that will be assessed.
4. A description of the anticipated social and environmental impacts associated with the recommended alternative and the measures that will be taken to mitigate adverse impacts.

In the event no one from the public attends the hearing (a reporter would be considered a member of the public, as would members of the applicant's governing body), the public hearing may be opened and closed without a formal presentation of the project plan documenting this action.

Comments Received and Answered

The final project plan must include the following items:

1. A typed list with the names and addresses of the people who attended the public hearing.
2. A copy of any written comments that were received during the public comment period for the proposed project.
3. The applicant's responses to the comments received.
4. A description of any changes that were made to the project as a result of the public participation process.

Adoption of the Project Plan (Required)

The official period for receiving public comments on the proposed project may either end at the close of the formal public hearing or extend for several days after the hearing. After the close of the public comment period, an alternative must be selected for implementation by the municipalities participating in the project. The final project plan submitted by the May 1 deadline must include resolutions from all of the participating local units of government to formally adopt the project plan and implement the selected alternative.

More Information, Forms, and Guidance

Please visit the [DEQ DWRF Web site](http://www.michigan.gov/drinkingwaterrevolvingfund) (www.michigan.gov/drinkingwaterrevolvingfund) for more information and to obtain the following additional planning-related forms and documents:

*Drinking Water Revolving Fund Project Plan Submittal Form
(including sample Joint Resolution and Disadvantaged Community Worksheet)*

Applicant Actions Related to Project Planning

Fundamentals of the Monetary Evaluation

Notice of Project Plan Public Hearing (Model)

National Natural Landmarks in Michigan

Regional Planning Agency Addresses

THPO Guidance



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
FINANCE DIVISION
CLEAN WATER AND DRINKING WATER STATE REVOLVING FUND/
STRATEGIC WATER QUALITY INITIATIVES FUND

INTENT TO APPLY FORM

This form should be submitted by all applicants seeking funding in the next five years. Applicants participating in the ITA process receive early indication of the funding outlook for their project(s).

DATE: 1/13/2022

PROJECT(S) NAME (Brief Identifier): White Lake Township Water CIP Improvements

PROJECT(S) PURPOSE (Including general location and public health or water quality issue being addressed):

Twin Lake I Wellhouse: The Township is proposing to upgrade the existing 650 GPM wellhouse with updates to the building, controls, piping, and instrumentation. In addition to this, the Township is planning to incorporate an iron removal system in the wellhouse to provide higher quality water to the Township residents and further eliminate a blended system of treated vs. untreated water.

Second Emergency Connection to Waterford Township System: The Township plans to construct an additional emergency connection to the Waterford Township distribution system between Cooley Lake and Elizabeth Lake Roads near the entrance to Waterford Township’s Hess-Hathaway Park. A casting pipe has already been placed under Williams Lake Road for the proposed connection.

Bogie Lake Road to Union Lake Road: This will provide a connection between Pressure Districts 2 and 5 and increase system redundancy. The connection will build off the current DWSRF construction for water main installation on Bogie Lake Road. The proposed 17,350’ of watermain will split from Bogie Lake running east on Cedar Island Road to Round Lake Road where it will proceed to run north on Round Lake Road to Hutchins Road, then running east to connect with the water main on Union Lake Road.

Applicant Legal Name: Charter Township of White Lake

Applicant Contact Name: Aaron Potter Title: Director, Dept. of Public Services

Mailing Address (street, city, state, zip+4): 7525 Highland Rd, White Lake, MI 48383-2938

Phone No.: (248) 698-7700 x226

Email: apotter@whitelaketwp.com

Consulting Engineer Name (if applicable): Mike Leuffgen Firm: DLZ-Michigan, Inc.

Mailing Address (street, city, state, zip+4): 4494 Elizabeth Lake Rd., Waterford, MI 48328-2825

Phone No.: (248) 240-1019

Email: mleuffgen@dlz.com

PROJECT INFORMATION

Applicant Population: 30,950 Population Served by Project: 8,642

Treatment Facility Name (if applicable): White Lake Township

Estimated Total Project Cost: \$9,134,325.00

Year 1 Costs: \$642,700.00

Estimated Year 1 Costs Financed Through SRF: \$642,700.00

Future Year Costs (if applicable): \$8,491,625.00

Estimated Future Costs Financed Through SRF: \$8,491,625.00

Other Funding Sources (check all that apply): MDOT MEDC USDA Rural Development

Other Financing/Funding Agency: Click here to enter text.

Proposed Construction Start Date (mm/yyyy): August 1, 2023

Completed Project-Related Planning Documents (check all that apply; do not need to submit at this time):

- Capital Improvements Plan
- Asset Management Plan
- Preliminary Engineering Report
- Environmental Report
- Project Plan
- Infiltration & Inflow Study
- Sanitary Sewer Evaluation Study
- NASSCO Report
- Watershed Management Plan
- Master Plan
- Reliability Study
- Other: [Click here to enter text.](#)

ADDITIONAL INFORMATION

Disadvantaged Community (as determined by EGLE)? Yes No Unknown

For a preliminary determination from EGLE, complete and attach the [Disadvantaged Community Status Determination Worksheet](#).

Does the proposed project include any green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities? Yes No Unknown

If yes, please describe: Click here to enter text.

For Clean Water State Revolving Loan projects, does the community use a qualifications-based selection process to obtain architectural/engineering services? Yes No

Deadlines: The ITA form may be submitted at any time, but is due on or before January 31, to allow for sufficient time for the pre-application meeting and to be placed on the DWSRF or CWSRF/SWQIF Project Priority List (PPL).

Pre-Application Meeting: The applicant will be contacted by an assigned Water Infrastructure Financing Section (WIFS) project manager within 14 days of receipt of this ITA form to schedule a pre-application discussion. This meeting can help to identify project funding opportunities and challenges earlier in the planning stage to better guide the efforts of the applicant and their consulting engineer. Suggested attendees would include the WIFS project manager, EGLE district engineer, applicant representative(s), and any other applicable attendees.

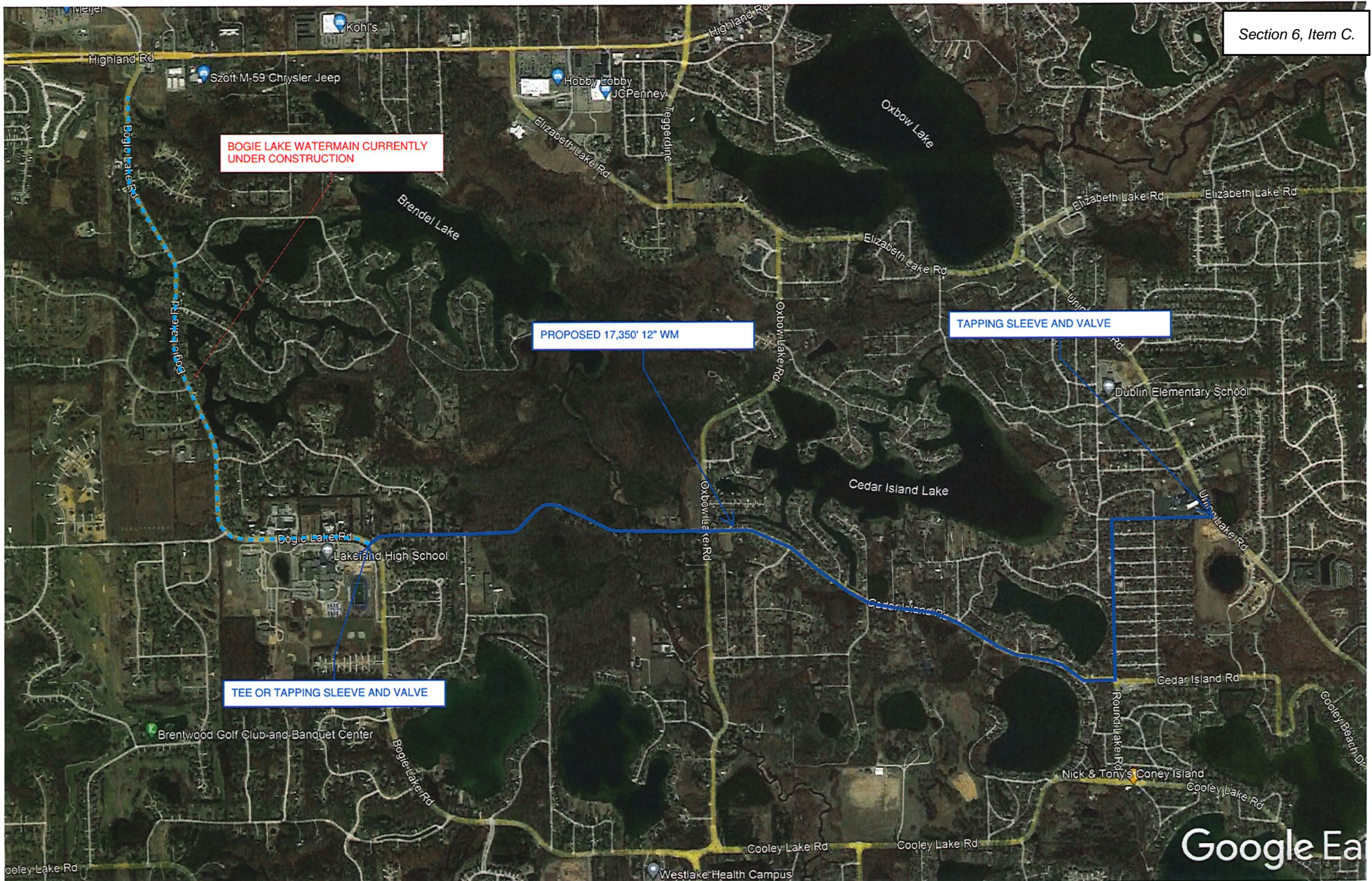
Questions: Please visit our website at Michigan.gov/CWSRF or Michigan.gov/DWSRF or call 517-284-5433.

Please submit this form by email to EGLE-WIFS@Michigan.gov.

For information or assistance on this publication, please contact the (program), through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

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This form and its contents are subject to the Freedom of Information Act and may be released to the public.





MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
FINANCE DIVISION
CLEAN WATER AND DRINKING WATER STATE REVOLVING FUND/
STRATEGIC WATER QUALITY INITIATIVES FUND

INTENT TO APPLY FORM

This form should be submitted by all applicants seeking funding in the next five years. Applicants participating in the ITA process receive early indication of the funding outlook for their project(s).

DATE: Click here to enter text.

PROJECT(S) NAME (Brief Identifier): White Lake Township Wastewater Asset Management Plan Improvements

PROJECT(S) PURPOSE (Including general location and public health or water quality issue being addressed): From an earlier SAW grant asset inventory and assessment, the Township has created a Capital Improvement Plan to repair and replace sewer main and manholes to ensure the reliable operation of the Township's wastewater system. Currently, the Township is prioritizing four project categories for the years 2020-2024: Pumping Station Projects, Gravity Manhole Repairs, Gravity Main Repairs, and Pressure Manhole Repairs. Condition assessments inspected under NASSCO guidelines with PACP and MACP standards found multiple segments of Gravity Main and Gravity Manholes to have significant structural damage due to high Hydrogen Sulfide concentrations (Grades 4&5); these projects have been prioritized by the Township for rehabilitation and/or replacement.

Pumping Station Projects: Upgrades at 10 Pumping Stations
Gravity Main Repairs: 12,041 ft of Gravity Main
Gravity Manhole Repairs: 20 Gravity Manholes
Pressure Manhole Repairs: 21 Pressure Manholes

Applicant Legal Name: Charter Township of White Lake

Applicant Contact Name: Aaron Potter Title: Director, Dept. of Public Services

Mailing Address (street, city, state, zip+4): 7525 Highland Rd, White Lake, MI 48383-2938

Phone No.: (248) 698-7700 x226

Email: apotter@whitelaketwp.com

Consulting Engineer Name (if applicable): Mike Leuffgen Firm: DLZ-Michigan, Inc.

Mailing Address (street, city, state, zip+4): 4494 Elizabeth Lake Rd., Waterford, MI 48328-2825

Phone No.: (248) 240-1019

Email: mleuffgen@dlz.com

PROJECT INFORMATION

Applicant Population: 31,384 Population Served by Project: 4,500

Treatment Facility Name (if applicable): Commerce Township

Estimated Total Project Cost: \$2,950,410.60

Year 1 Costs: \$223,451.57

Estimated Year 1 Costs Financed Through SRF: \$223,451.57

Future Year Costs (if applicable): \$2,726,959.03

Estimated Future Costs Financed Through SRF: \$2,726,959.03

Other Funding Sources (check all that apply): MDOT MEDC USDA Rural Development
Other Financing/Funding Agency: N/A

Proposed Construction Start Date (mm/yyyy): August 1, 2023

Completed Project-Related Planning Documents (check all that apply; do not need to submit at this time):

- Capital Improvements Plan
- Asset Management Plan
- Preliminary Engineering Report
- Environmental Report
- Project Plan
- Infiltration & Inflow Study
- Sanitary Sewer Evaluation Study
- NASSCO Report
- Watershed Management Plan
- Master Plan
- Reliability Study
- Other: [Click here to enter text.](#)

ADDITIONAL INFORMATION

Disadvantaged Community (as determined by EGLE)? Yes No Unknown

For a preliminary determination from EGLE, complete and attach the [Disadvantaged Community Status Determination Worksheet](#).

Does the proposed project include any green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities? Yes No Unknown

If yes, please describe: Click here to enter text.

For Clean Water State Revolving Loan projects, does the community use a qualifications-based selection process to obtain architectural/engineering services? Yes No

Deadlines: The ITA form may be submitted at any time, but is due on or before January 31, to allow for sufficient time for the pre-application meeting and to be placed on the DWSRF or CWSRF/SWQIF Project Priority List (PPL).

Pre-Application Meeting: The applicant will be contacted by an assigned Water Infrastructure Financing Section (WIFS) project manager within 14 days of receipt of this ITA form to schedule a pre-application discussion. This meeting can help to identify project funding opportunities and challenges earlier in the planning stage to better guide the efforts of the applicant and their consulting engineer. Suggested attendees would include the WIFS project manager, EGLE district engineer, applicant representative(s), and any other applicable attendees.

Questions: Please visit our website at Michigan.gov/CWSRF or Michigan.gov/DWSRF or call 517-284-5433.

Please submit this form by email to EGLE-WIFS@Michigan.gov.

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Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Finance Authority (MFA)

FY 2023 FINANCING SCHEDULE

Clean Water and Drinking Water State Revolving Funds and the
Strategic Water Quality Initiatives Fund (SWQIF)

	QUARTER 1	QUARTER 1.5	QUARTER 2	QUARTER 2.5	QUARTER 3	QUARTER 3.5	QUARTER 4	QUARTER 4.5
EAs Published No Later Than	08/15/2022	09/26/2022	11/18/2022	01/04/2023	02/06/2023	03/20/2023	04/24/2023	06/05/2023
Part I and Part II Application Due	08/29/2022	10/10/2022	11/28/2022	01/09/2023	02/14/2023	03/28/2023	05/15/2023	06/26/2023
FNSI Clearance Plans & Specs Approved	09/14/2022	10/26/2022	12/19/2022	01/30/2023	03/08/2023	04/19/2023	05/24/2023	07/05/2023
Bid Ad Published No Later Than	09/14/2022	10/26/2022	12/19/2022	01/30/2023	03/08/2023	04/19/2023	05/24/2023	07/05/2023
Part III of Application Due Bid Data Submittal (With Tentative Contract Award)	10/31/2022	12/12/2022	01/30/2023	03/13/2023	04/14/2023	05/26/2023	07/05/2023	08/16/2023
EGLE Order of Approval Issued*	11/14/2022	12/27/2022	02/24/2023	04/07/2023	05/15/2023	06/26/2023	08/07/2023	08/28/2023
Borrower's Pre-Closing with the MFA	11/28/2022	01/09/2023	03/13/2023	04/24/2023	05/26/2023	07/07/2023	08/21/2023	09/11/2023
MFA CLOSING	12/09/2022	01/20/2023	03/24/2023	05/05/2023	06/05/2023	07/17/2023	08/28/2023	09/19/2023
Notice to Proceed Issued No Later Than	02/07/2023	03/21/2023	05/23/2023	07/05/2023	08/04/2023	09/15/2023	10/27/2023	11/08/2023

*In addition to MFA requirements, all municipal bond sales must be reviewed and approved by the Local Audit and Finance Division of the Michigan Department of Treasury before an Order of Approval can be issued.

AN APPROVABLE APPLICATION FOR A REVOLVING FUND LOAN MUST INCLUDE:

1. A complete revolving fund application (Parts I, II, and III) including all required application information and assurances.
2. A detailed project description, cost breakdown, and project schedule.
3. Financial documentation to demonstrate ability for timely repayment of the loan and other assurances required by the application. (Part I)
4. If applicable, all executed intermunicipal service agreements. (Part II)
5. An approved Project Plan. (Part II)
6. A set of plans and specifications suitable for bidding, including EGLE construction permit if required. (Part II)
7. A certified resolution from the applicant designating an authorized representative. (Part II)
8. Verification that the project has been advertised for bids or other appropriate procurement action. (Part II)
9. A fiscal sustainability plan certification form. (Part III for CWSRF only)

Figure 33 Proposed Gravity Main Rehabilitation Locations By Year, 2020-2039

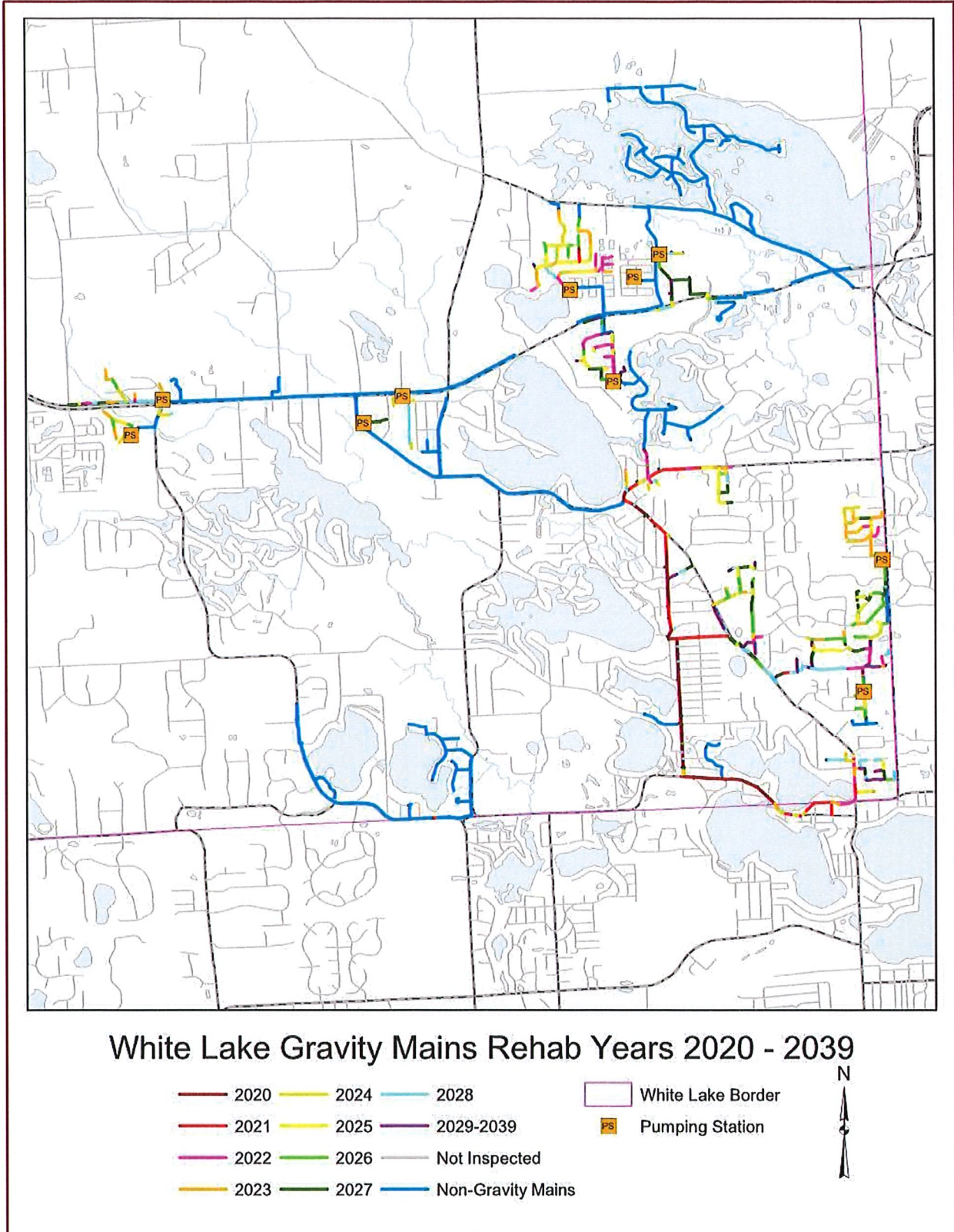


Figure 35 Proposed Gravity Manhole Rehabilitation Locations By Year, 2020-2029

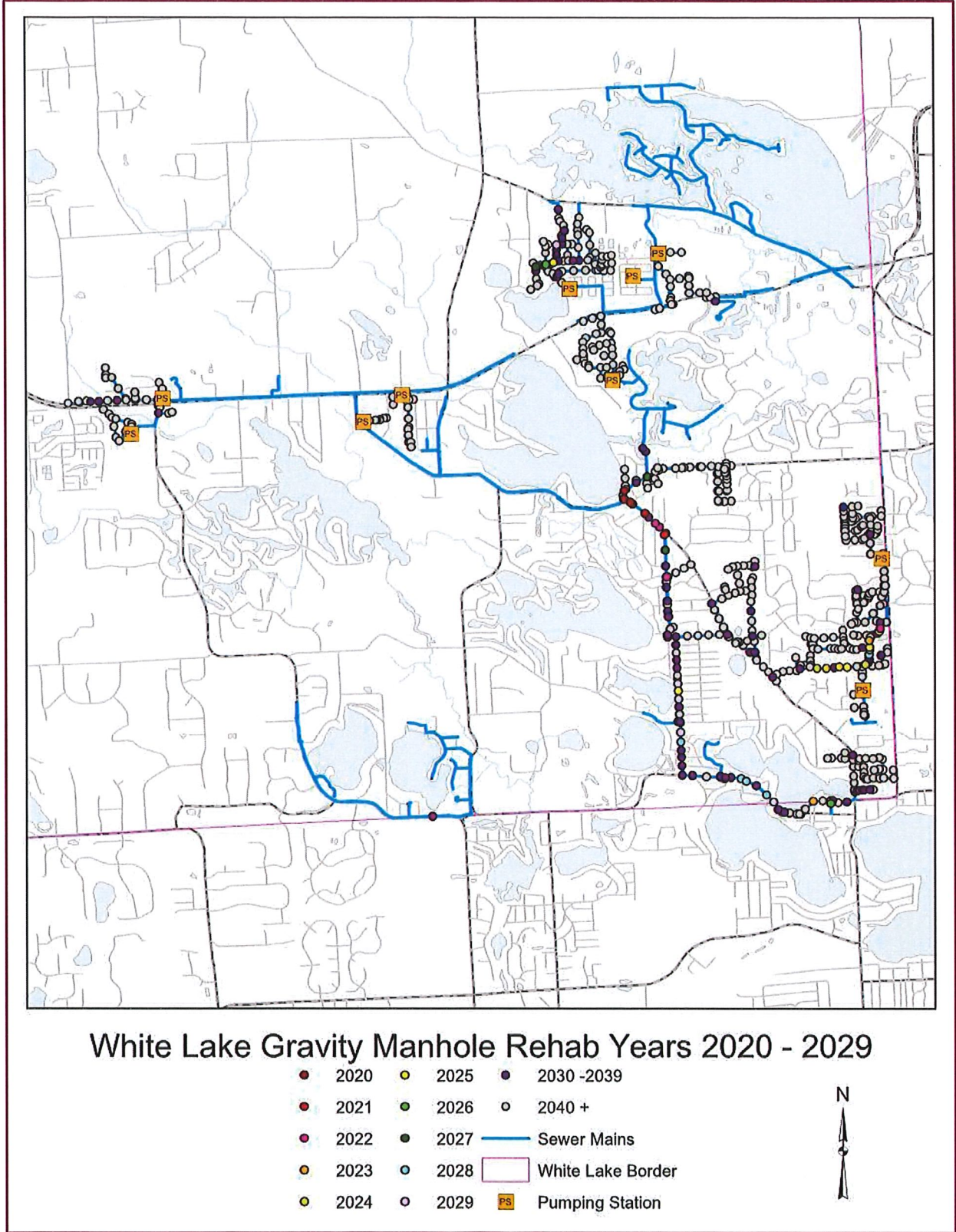
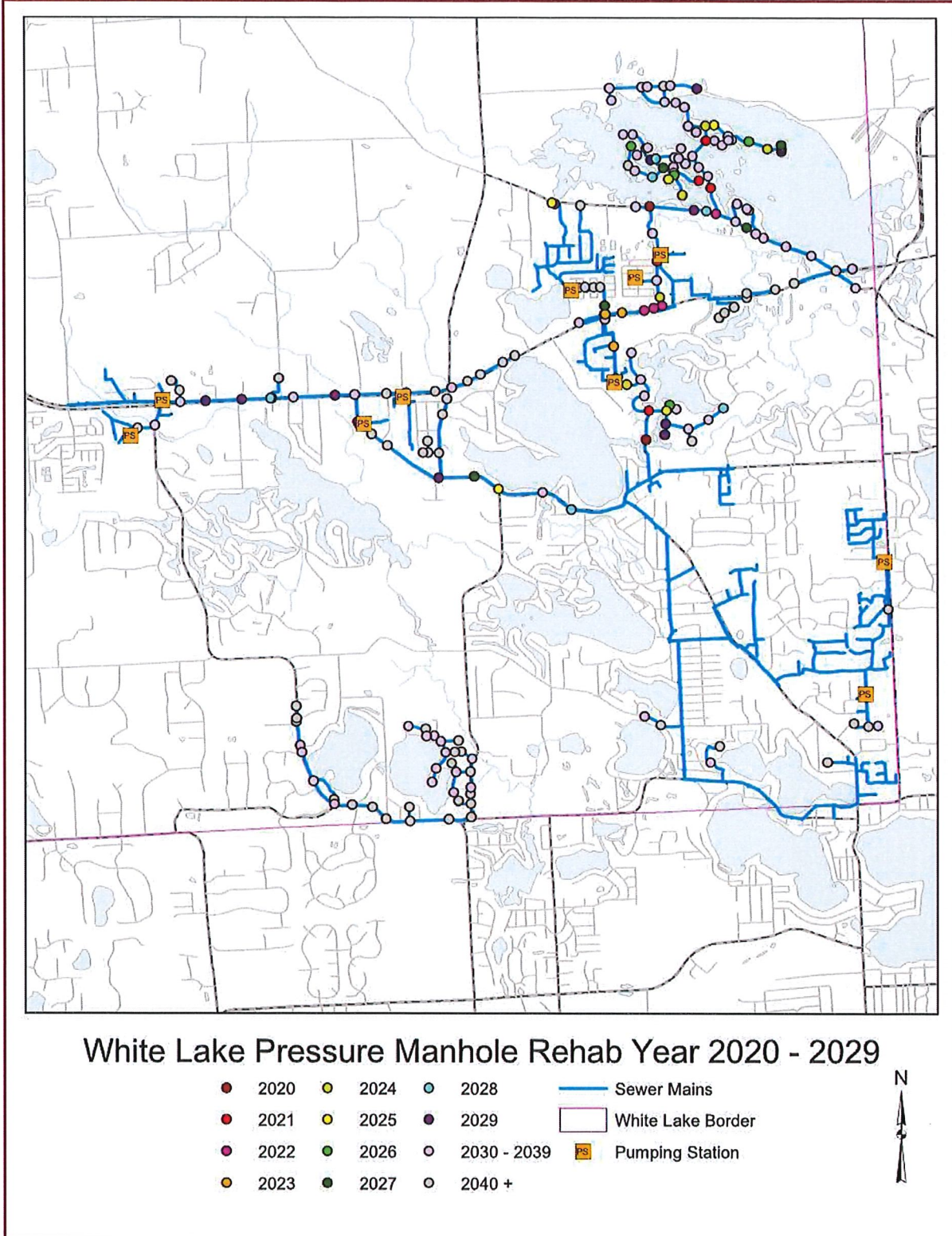


Figure 37 Proposed Pressure Manhole Rehabilitation Locations By Year, 2020-2029



Cost of Water CIP Improvement Projects				
Project	Quantity	Unit	Unit Cost	Cost
Twin Lakes I Well House Upgrades	1	LS	\$ 2,500,000.00	\$ 2,500,000.00
Second Emergency Connection to Waterford	1	LS	\$ 125,000.00	\$ 125,000.00
Bogie Lake Road to Union Lake Road	17350	LF	\$ 250.00	\$ 4,337,500.00
10% Contingency				\$ 696,250.00
Total Water Improvement Costs				\$ 7,658,750.00
Design			8%	\$ 612,700.00
Construction Admin, Construction Engineering, Inspection			10%	\$ 765,875.00
Project Plan				\$ 30,000.00
Legal/Financial Service				\$ 32,000.00
Bond Counsel				\$ 35,000.00
Total Estimated Project Cost				\$ 9,134,325.00

Cost of Sanitary Improvements (Grade 4&5 Defects) By Quantities			
Asset Item	Quantity	Unit	Total Cost (Lump Sum)
Pumping Stations	10	EA	\$ 442,213.00
Gravity Main	12041.03	LF	\$ 1,642,115.25
Gravity Manhole	20	EA	\$ 79,177.50
Pressure Manhole	21	EA	\$ 34,807.50
10% Contingency			\$ 219,831.33
Total Sanitary Rehab and Replacement Cost			\$ 2,418,144.58
Design		8%	\$ 193,451.57
Construction Administration, Construction Engineering, Inspection		10%	\$ 241,814.46
Project Plan			\$ 30,000.00
Legal/Financial Service			\$ 32,000.00
Bond Counsel			\$ 35,000.00
Total Sanitary Project Cost			\$ 2,950,410.60

See Breakdown of Sanitary Improvement Costs by Year below:

Cost of Sanitary Improvements (Grade 4&5 Defects) Broken Down By Year

Year	Project	Quantity	Unit	Unit Cost	Total Cost
2020	*Pumping Stations	1	LS	\$ 384,988.00	\$ 384,988.00
	Gravity Main	2636.18	LF		\$ 358,183.60
	24"	234.3	LF	\$ 95.00	\$ 22,258.50
	27"	493.9	LF	\$ 120.00	\$ 59,268.00
	30"	1907.98	LF	\$ 145.00	\$ 276,657.10
	Gravity Manhole	5	EA		\$ 14,524.80
	MH - 12058	9.86	VFT	\$ 255.00	\$ 2,514.30
	MH - 12279	14.9	VFT	\$ 255.00	\$ 3,799.50
	MH - 12280	9.47	VFT	\$ 255.00	\$ 2,414.85
	MH - 12281	9.74	VFT	\$ 255.00	\$ 2,483.70
	MH - 12282	12.99	VFT	\$ 255.00	\$ 3,312.45
	**Pressure Manhole	3	EA		\$ 4,972.50
	ID: 854	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 982	6.5	VFT	\$ 255.00	\$ 1,657.50
	NO ID	6.5	VFT	\$ 255.00	\$ 1,657.50
2020 Total					\$ 762,668.90
2021	Pumping Stations	1	LS	\$ 35,425.00	\$ 35,425.00
	Gravity Main	1723.34	LF		\$ 235,476.80
	27"	576.3	LF	\$ 120.00	\$ 69,156.00
	30"	1147.04	LF	\$ 145.00	\$ 166,320.80
	Gravity Manhole	3	EA		\$ 14,728.80
	MH - 12006	24.5	VFT	\$ 255.00	6247.5
	MH - 12007	24	VFT	\$ 255.00	6120
	MH - 12056	9.26	VFT	\$ 255.00	2361.3
	Pressure Manhole	5	EA		\$ 8,287.50
	ID: 516	6.5	VFT	\$ 255.00	1657.5
	ID: 850	6.5	VFT	\$ 255.00	1657.5
	ID: 852	6.5	VFT	\$ 255.00	1657.5
	ID: 864	6.5	VFT	\$ 255.00	1657.5
	ID: 880	6.5	VFT	\$ 255.00	1657.5
	2021 Total				

Year	Project	Quantity	Unit	Unit Cost	Total Cost
2022	Pumping Stations	0	LS	\$ -	\$ -
	Gravity Main		LF		\$ 373,306.85
	30"	2574.53		\$ 145.00	\$ 373,306.85
	Gravity Manhole	4	EA		\$ 20,081.25
	MH - 12005	24.23	VFT	\$ 255.00	\$ 6,178.65
	MH - 12200	10.63	VFT	\$ 255.00	\$ 2,710.65
	MH - 12268	21.09	VFT	\$ 255.00	\$ 5,377.95
	MH - 12277	22.8	VFT	\$ 255.00	\$ 5,814.00
	Pressure Manhole	4	EA		\$ 6,630.00
	ID: 514	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 869	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 870	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 871	6.5	VFT	\$ 255.00	\$ 1,657.50
	2022 Total				\$
2023	Pumping Stations	1	LS	\$ 21,800.00	\$ 21,800.00
	Gravity Main	2455.52	LF		\$ 347,495.40
	27"	342.2	LF	\$ 120.00	\$ 41,064.00
	30"	2113.32	LF	\$ 145.00	\$ 306,431.40
	Gravity Manhole	4	EA		\$ 14,529.90
	MH - 12057	9.49	VFT	\$ 255.00	\$ 2,419.95
	MH - 12126	20.1	VFT	\$ 255.00	\$ 5,125.50
	MH - 12195	13.34	VFT	\$ 255.00	\$ 3,401.70
	MH - 12283	14.05	VFT	\$ 255.00	\$ 3,582.75
	Pressure Manhole	4	EA		\$ 6,630.00
	ID: 518	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 519	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 872	6.5	VFT	\$ 255.00	\$ 1,657.50
	ID: 875	6.5	VFT	\$ 255.00	\$ 1,657.50
2023 Total				\$	390,455.30

Year	Project	Quantity	Unit	Unit Cost	Total Cost	
2024	Pumping Stations	0	LS	\$ -	\$ -	
	Gravity Main	2651.46	LF		\$ 327,652.60	
	18"	598.3	LF	\$ 68.00	\$ 40,684.40	
	24"	95.5	LF	\$ 95.00	\$ 9,072.50	
	27"	238.6	LF	\$ 120.00	\$ 28,632.00	
	30"	1719.06	LF	\$ 145.00	\$ 249,263.70	
	Gravity Manhole	4	EA		\$ 15,312.75	
	MH - 12174	13.99	VFT	\$ 255.00	\$ 3,567.45	
	MH - 12176	12.29	VFT	\$ 255.00	\$ 3,133.95	
	MH - 12177	12.63	VFT	\$ 255.00	\$ 3,220.65	
	MH - 12182	21.14	VFT	\$ 255.00	\$ 5,390.70	
	Pressure Manhole	5	EA		\$ 8,287.50	
	ID: 525	6.5	VFT	\$ 255.00	\$ 1,657.50	
	ID: 841	6.5	VFT	\$ 255.00	\$ 1,657.50	
	ID: 845	6.5	VFT	\$ 255.00	\$ 1,657.50	
	ID: 865	6.5	VFT	\$ 255.00	\$ 1,657.50	
	ID: 868	6.5	VFT	\$ 255.00	\$ 1,657.50	
	2024 Total				\$	351,252.85
	10% Contingency					\$ 219,831.33
	Total Sanitary Improvement Costs				\$	2,418,144.58
Design				8%	\$ 193,451.57	
Construction Administration, Construction Engineering, Inspection				10%	\$ 241,814.46	
Project Plan					\$ 30,000.00	
Legal/Financial Service					\$ 32,000.00	
Bond Counsel					\$ 35,000.00	
Total Sanitary Project Cost				\$	2,950,410.60	

*Lump Sum based on projected work for the 10 pump stations on yearly basis

** Pressure MH assumed rim to invert depth to be 6.5 feet