

Combined Downriver Watershed Management Plan



Combined Downriver Inter-Municipality Committee
Memorandum of Agreement

**MEMORANDUM OF AGREEMENT FOR CREATION OF
THE COMBINED DOWNRIVER WATERSHED INTER-MUNICIPALITY COMMITTEE**

December 16, 2003

I. PURPOSE

It is the purpose of this Memorandum of Agreement to set forth the composition, duties and responsibilities of the Combined Downriver Watershed Inter-Municipality Committee (“CDWIC”) to be formed pursuant to the Inter-Municipality Committees Act, PA 1957, No. 200 (MCL 123.631, et seq.) (the “Act”) to coordinate and facilitate the study, development, preparation and timely filing with the Michigan Department of Environmental Quality (“MDEQ”) of a Watershed Management Plan for the Combined Downriver Watershed as part of the required NPDES Phase II stormwater compliance.

II. MEMBERS AND HISTORY

The Combined Downriver Watershed is located in or tributary to the following municipalities and/or political subdivisions:

- Brownstown Township
- Grosse Ile Township
- Huron Township
- City of Gibraltar
- City of Riverview
- City of Romulus
- City of Southgate
- City of Taylor
- City of Woodhaven
- City of Wyandotte
- Woodhaven-Brownstown School District
- Charter County of Wayne

The County, Cities, Villages, Townships, and the School District are hereafter collectively referred to as the "Entities." In April 2003, the Entities formed the Combined Downriver Watershed Advisory Group ("CDRWAG") whose mission is to provide:

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

In furtherance of the mission, among other activities, the Entities filed an application with the MDEQ to proceed with the NPDES Phase II Stormwater Compliance pursuant to applicable federal and state law. An initial requirement of this compliance is to study, develop, prepare and timely file a Combined Downriver Watershed Management Plan within approximately two (2) years following the date of issuance of the Certificate of Coverage.

III. COMMITTEE

1. **Term.** The CDWIC shall be in existence for a period of two and one-half years commencing January 1, 2004 or until:

a. A Combined Downriver Watershed Management Plan is filed with and approved by the MDEQ, and

b. Storm Water Pollution Prevention Initiatives have been developed by each Entity for submittal to the MDEQ, whichever is later.

2. **Composition.** The CDWIC shall consist of one representative of each Entity which has formally adopted the resolution and accepted the terms and conditions of this Memorandum Agreement ("CDWIC Member"). Each CDWIC Member shall also

designate an alternate representative. Each CDWIC Member shall be entitled to one voting representative and other non-voting observers of the CDWIC member in attendance at each meeting of the CDWIC. The CDWIC shall annually elect by majority vote a chairperson, vice-chairperson and a secretary to serve for a term of one year.

3. Meetings. The CDWIC shall meet at least once per quarter during the term of this Memorandum of Agreement. The chair or vice-chair shall call the meetings, establish agendas, establish subcommittees and perform other functions as needed to assist the CDWIC in meeting its responsibilities. Meeting notices will be prepared and sent by the chair (or vice-chair) to all CDWIC Members at least two weeks prior to each meeting. The responsibility for preparing minutes and meeting summaries will be agreed upon by the CDWIC Members at each meeting and sent to CDWIC Members prior to the next scheduled meeting. In addition to the CDWIC Members, notices of the meetings shall be provided to all invited guests including nested jurisdictions located within each of the boundaries of the CDWIC Members, the Michigan Department of Transportation, those listed as non-voting members in the operational procedures of CDRWAG dated June 24, 2003 and any other entity which the chair or a majority of the CDWIC Members designate. These invited guests may participate in the CDWIC meetings to the extent reasonably allowed by the chair.

4. Responsibilities.

a. The CDWIC recognizes that compliance with NPDES Phase II stormwater regulations and, in particular, the study, development, preparation and filing of a Combined Downriver Watershed Management Plan is a problem of mutual interest and concern.

b. The CDWIC further recognizes the need to timely formulate and file the Combined Downriver Watershed Management Plan with the MDEQ.

c. The CDWIC may employ personnel, including technical and/or engineering consultants selected through an RFP process or selected in some other manner as agreed upon by a majority of the CDWIC Members, to conduct surveys and studies related to the Watershed Management Plan, to develop and prepare a Combined Downriver Watershed Management Plan and to take any other action authorized by the CDWIC consistent with the Act.

d. The CDWIC shall, by a majority vote of the voting representatives constituting a quorum as described in Section III.5 of this agreement, approve each commitment or contract determined to be necessary under Section 4.c. of this agreement.

e. The CDWIC shall, by a majority vote of the voting representatives constituting a quorum as described in Section III.5 of this agreement, approve the Combined Downriver Watershed Management Plan and authorize its filing with the MDEQ.

f. The CDWIC shall make an annual report of its activities to the CDWIC Members.

g. The CDWIC may take all other action as may be necessary consistent with the Act.

5. Voting. Each CDWIC Member shall have one vote on each matter voted upon by the CDWIC, provided however that the CDWIC Members shall use their best efforts to arrive at a consensus on all matters submitted to the CDWIC. A quorum constituting a majority of the voting representatives or their designated alternates of the

CDWIC shall be required to conduct business. All formal actions taken by the CDWIC will be by a simple majority vote of the representatives constituting a quorum, except for the amendment of this Memorandum of Agreement which shall require a unanimous vote of all CDWIC Members. All decisions of the CDWIC will be recorded and distributed to all CDWIC Members. In all documents or issues acted upon by the CDWIC (including the Combined Downriver Watershed Management Plan), an opportunity will be provided for those CDWIC Members dissenting from the majority decision to provide a written addendum to the decision outlining reasons for their disagreement or opposition.

IV. FUNDING

1. Pursuant to MCL 123.634, the governing bodies of the CDWIC Members shall authorize the allocation of municipal funds to cover expenses of the CDWIC. The expenses of the CDWIC shall be solely related to the study, development, preparation and filing of the Combined Downriver Watershed Public Participation Process and the Combined Downriver Watershed Management Plan. Plan development and preparation shall include facilitation activities to coordinate actions within Illicit Discharge Elimination Plans, Public Education Plans and Storm Water Pollution Prevention Initiatives developed by each Entity, or by other storm water permit holders within the watershed. Expenses shall not exceed the total sum of Two Hundred Fifty Thousand (\$250,000) Dollars (the "CDWIC Fund").

2. Each CDWIC Member shall pay its proportional share of the CDWIC Fund. For Cities, Villages, and Townships, each share is calculated based upon the CDWIC Member community's acreage within the Combined Downriver Watershed

relative to the total acreage within the watershed and upon the population within the Member's acreage, with equal weight given to each. For the Charter County of Wayne and the Woodhaven-Brownstown School District, a share of 3.5 % and 0.2 %, respectively, has been agreed upon. The Woodhaven-Brownstown School District, pursuant to Section IV.3 of this agreement, will provide fiduciary services in lieu of a cash contribution to the CDWIC Fund. The following is a table indicating CDWIC Member proportional shares:

Brownstown Township:	15.5
Grosse Ile Township:	13.0
Huron Township:	3.7
City of Gibraltar:	4.7
City of Riverview:	10.5
City of Romulus:	13.6
City of Southgate:	5.1
City of Taylor:	19.0
City of Woodhaven:	10.8
City of Wyandotte:	0.1
Woodhaven-Brownstown School District:	0.2
<u>Charter County of Wayne:</u>	<u>3.5</u>
	100.0%

3. Pursuant to MCL 123.635, a CDWIC Member may receive a credit toward its required contribution to the CDWIC Fund, based upon its providing services of personnel, use of equipment and office space, and other services. The amount of the credit shall be subject to approval of the CDWIC members.

4. Pursuant to MCL 123.636 the CDWIC may accept gifts and grants from federal, state and local governments as well as from private individuals, foundations or agencies provided that these contributions are made in furtherance of the objectives and purposes of CDWIC.

5. The individual share of the CDWIC Fund for each CDWIC Member shall be paid in one of the following manners: (1) full payment within sixty (60) days of the formal approval of the Resolution; or (2) two annual installments. If the CDWIC Member chooses the annual installment method, the first annual installment shall be equal to 50% of the CDWIC Member's estimated total proportional share of the CDWIC Fund and shall be paid within sixty (60) days of the formal approval of the Resolution in the first year. An estimated budget for the second year of the CDWIC Fund shall be made and agreed to by the CDWIC thirty (30) days prior to the anniversary date in the second year of this agreement. The proportional share of the second year of the CDWIC Fund for each CDWIC Member shall be determined using the methodology described in Section IV.2. and shall not exceed 50% of the CDWIC Member's estimated total proportional share of the CDWIC Fund. The second annual installment shall be paid within sixty (60) days of the anniversary date of this agreement in the second year. Fiduciary has the option to request the 2nd payment early, if necessary, and will allow at least 45 days notice. Failure to make timely payment shall result in: (a) the Municipality's automatic removal from the CDWIC as a Member and (b) forfeiture of further right to participate or be included in or benefit from the Combined Downriver Watershed Management Plan.

6. The Woodhaven-Brownstown School District shall act as the fiduciary of the CDWIC fund and shall administer the same at the direction of the CDWIC. As described in Section IV.3 of this agreement, the provision of these services shall be considered a credit toward the Woodhaven-Brownstown School District's contribution to the CDWIC Fund. If the cost of such services exceeds the Woodhaven-Brownstown

School District's required contribution to the CDWIC, then the difference will be paid by the CDWIC.

7. The financial records of the Woodhaven-Brownstown School District are audited annually. Such audits satisfy the uniform budgeting and accounting act, 1968 PA 2, MCL 141.421 to 141.440a. The annual audit of the financial records of the Woodhaven-Brownstown School District shall satisfy the audit requirements for the CDWIC, pursuant to section MCL 123.637 of the Act.

8. At the termination of this agreement, any balance in the CDWIC Fund shall be returned to the CDWIC Members in proportion to the payments made to the CDWIC Fund by each member. The fiduciary shall return the proportional balance to each CDWIC Member within sixty (60) days of the termination of this agreement.

V. RESOLUTION

The Entities entering into this Agreement shall do so by the passage of a formal Resolution and the timely payment of their proportionate share of the CDWIC Fund.

Combined Downriver Watershed Inter-Municipality Committee

The public agency in the Combined Downriver Watershed indicated below has approved the provisions of the Memorandum of Agreement (MOA) for creation of the Combined Downriver Watershed Inter-Municipality Committee. This form identifies the designated representatives of the public agency indicated below to the Combined Downriver Watershed Inter-Municipality Committee.

Signature

Date

Printed or Typed Name and Title

Printed or Typed Name of Public Agency

The designated representative of the agency is:

Name

Title

Address

Phone No.

Fax No.

E-mail Address

Please forward this form to:

**Noel Mullett
Project Technical Coordinator
Watershed Management Division
Wayne County Department of
Environment
415 Clifford Street
Detroit, MI 48226
313-224-8282 phone; 313-224-7678 fax**

The alternate representative of the agency is:

Name

Title

Address

Phone No.

Fax No.

E-mail Address

**FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT FOR CREATION OF
THE COMBINED DOWNRIVER WATERSHED INTER-MUNICIPALITY COMMITTEE**

July 16, 2004

Sections II and IV(2) of the Memorandum of Agreement for Creation of the Combined Downriver Watershed Inter-Municipality Committee dated December 16, 2003 is amended to add the Wayne County Airport Authority (WCAA) as a participating member.

II. MEMBERS AND HISTORY (AS AMENDED IN BOLD)

The Combined Downriver Watershed is located in or tributary to the following municipalities and/or political subdivisions:

Brownstown Township
Grosse Ile Township
Huron Township
City of Gibraltar
City of Riverview
City of Romulus
City of Southgate
City of Taylor
City of Woodhaven
City of Wyandotte
Woodhaven-Brownstown School District
Charter County of Wayne
Wayne County Airport Authority (WCAA)

The County, Cities, Villages, Townships, **Airport Authority**, and the School District are hereafter collectively referred to as the "Entities." In April 2003, the Entities

formed the Combined Downriver Watershed Advisory Group (“CDRWAG”) whose mission is to provide:

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

In furtherance of the mission, among other activities, the Entities filed an application with the MDEQ to proceed with the NPDES Phase II Stormwater Compliance pursuant to applicable federal and state law. An initial requirement of this compliance is to study, develop, prepare and timely file a Combined Downriver Watershed Management Plan within approximately two (2) years following the date of issuance of the Certificate of Coverage.

IV. **FUNDING** (AS AMENDED IN BOLD)

2. Each CDWIC Member shall pay its proportional share of the CDWIC Fund **as set forth in Exhibit A, which is attached and made part of this Amended Agreement.** For Cities, Villages, and Townships, each share is calculated based upon the CDWIC Member community’s acreage within the Combined Downriver Watershed relative to the total acreage within the watershed and upon the population within the Member’s acreage, with equal weight given to each. For the Charter County of Wayne, **the Wayne County Airport Authority,** and the Woodhaven-Brownstown School District, a share of 3.0%, **6.6%**, and 0.2%, respectively, has been agreed upon. The Woodhaven-Brownstown School District, pursuant to Section IV.3 of this

agreement, will provide fiduciary services in lieu of a cash contribution to the CDWIC Fund. The following is a table indicating CDWIC Member proportional shares:

Brownstown Township:	14.3
Grosse Ile Township:	12.0
Huron Township:	3.3
City of Gibraltar:	4.4
City of Riverview:	10.1
City of Romulus:	12.7
City of Southgate:	5.0
City of Taylor:	17.9
City of Woodhaven:	10.2
City of Wyandotte:	0.2
Woodhaven-Brownstown School District:	0.2
Wayne County Airport Authority	6.6
<u>Charter County of Wayne:</u>	<u>3.0</u>
	100.0%

EXHIBIT A

Combined Downriver Watershed Inter-Municipality Committee Cost Allocation

Amendment No. 1: July 16, 2004

Community									
Name	Total Area (acres)	Total Population	Population of community in watershed	Area of community in watershed (acres) (3)	% Total Watershed Population	% Total Watershed Area	% Population and Land Area (6)	Assessment per Community	1st Yr Assessment (7)
BROWNSTOWN TWP	14,566	22,989	12,106	7,185	13.0	16.2	14.3	\$ 35,845	\$ 19,419
GIBRALTAR	2,472	4,264	4,242	1,970	4.5	4.4	4.4	\$ 11,042	\$ 5,931
GROSSE ILE TWP	5,930	10,894	10,894	5,665	11.7	12.8	12.0	\$ 30,037	\$ 16,197
HURON TWP	22,975	13,737	997	2,502	1.1	5.6	3.3	\$ 8,248	\$ 4,648
RIVERVIEW	2,837	13,272	13,272	2,796	14.2	6.3	10.1	\$ 25,212	\$ 13,181
ROMULUS (1)	16,320	22,979	11,874	5,796	12.7	13.1	12.7	\$ 31,689	\$ 17,050
SOUTHGATE (2)	4,420	30,136	7,377	993	7.9	2.2	5.0	\$ 12,458	\$ 6,431
TAYLOR	15,109	65,868	20,165	6,565	21.6	14.8	17.9	\$ 44,729	\$ 23,724
WOODHAVEN	4,164	12,530	12,074	3,470	12.9	7.8	10.2	\$ 25,505	\$ 13,469
WYANDOTTE (2)	3,322	28,006	329	39	0.4	0.1	0.2	\$ 541	\$ 278
Community Subtotal	92,115							\$ 225,307	\$ 120,328
WAYNE COUNTY (3)				1,341		3.0	3.0	\$ 7,569	\$ 4,363
WCAA (4)				5,878		13.3	6.6	\$ 16,588	\$ 8,294
W-B SCHOOL DISTRICT (5)				95		0.2	0.2	\$ 536	\$ 309
Totals		224,675	93,330	44,295	100.0	100.0	100.0	\$ 250,000	\$ 125,000

NOTES:

- (1) Area values exclude Wayne County Airport Authority area
- (2) Area values exclude Southgate/Wyandotte Ch20 Drainage District (DD); Population prorated based on percent of separated sewer land area within watershed
- (3) The area of the community within the watershed excludes Wayne County area within the community
- (4) See K Cave memorandum of July 14, 2004 for discussion of methodology for calculating cost allocation to WCAA
- (5) The W-B School District will pay their assessment as in-kind services through their role as fiduciary for the Combined Downriver Watershed Inter-Municipality Committee fund
- (6) Percent watershed population plus percent total watershed area divided by 2 (I.e., equal weight given to each factor); adjusted for fixed rates for Wayne County and W-B School District
- (7) By vote of the IMC on June 29, 2004, the first year assessment was fixed as shown in the original MOA

W-B School District = Woodhaven-Brownstown School District

WCAA = Wayne County Airport Authority

MOA = Memorandum of Agreement for Combined Downriver Inter-Municipality Committee

Data sources:

Population estimates were provided by SEMCOG in October 2003 and are based on the 2000 US Census

Areas are based on "Wayne County Communities by Watershed Table" (Sept. 5, 2003) prepared by the

Wayne County Department of Environment, Watershed Management Division