

NOTICE OF MEETINGS
DRAINAGE BOARD FOR THE FOLLOWING DRAINS:

1. Evergreen-Farmington Sanitary Drain
2. Acacia Park CSO Drain
3. Birmingham CSO Drain
4. Bloomfield Village CSO Drain
5. Clinton River Water Resource Recovery Facility
6. George W. Kuhn Drain
7. Blue Heron Drain
8. Donohue Drain
9. Fracassi Drain
10. Hayes Drain
11. Mullen Drain
12. Powers Drain
13. Rummell Relief Drain
14. Luz Drain
15. Nichols Drain

NOTICE IS HEREBY GIVEN THAT MEETINGS OF THE DRAINAGE BOARD FOR THE ABOVE-MENTIONED DRAINS WILL COMMENCE VIA **GOTOMEETING** AT **2:00 P.M.**, ON **TUESDAY, JUNE 22nd, 2021** TO CONDUCT NECESSARY AND APPROPRIATE BUSINESS OF THE DRAIN BOARDS. THOSE THAT WISH TO PARTICIPATE MAY FOLLOW THE INSTRUCTIONS ATTACHED TO THIS NOTICE.

THIS BOARD MEETING IS BEING CONDUCTED WHOLLY ELECTRONICALLY PURSUANT TO THE STATE OF EMERGENCY DECLARED BY WATERFORD TOWNSHIP, MICHIGAN AND IN ACCORDANCE WITH THE PROVISIONS OF THE OPEN MEETINGS ACT, PA 254 OF 2020, AND/OR AS OTHERWISE PROVIDED BY LAW DUE TO THE ONGOING COVID-19 PANDEMIC. ALL BOARD MEMBERS WILL BE PARTICIPATING ELECTRONICALLY.

DURING THE ELECTRONIC MEETING, THERE WILL BE AN AGENDA ITEM FOR PUBLIC COMMENT, DURING WHICH THE PUBLIC MAY PROVIDE INPUT OR ASK QUESTIONS OF THE BOARD. IN THE EVENT A MEMBER OF THE PUBLIC WOULD LIKE TO SUBMIT THEIR INPUT OR QUESTIONS TO BE READ AT THE MEETING BY THE BOARD CHAIRPERSON, PLEASE PROVIDE THE INPUT OR QUESTIONS IN WRITING TO MEGAN KOSS AT KOSSM@OAKGOV.COM.

PERSONS WITH DISABILITIES THAT NEED ASSISTANCE PARTICIPATING IN THE MEETING SHOULD CONTACT MEGAN KOSS AT KOSSM@OAKGOV.COM.

JIM NASH
Oakland County Water Resources Commissioner
Telephone: 248-858-0958

Posted by: June 16, 2021

Chapter 20 Drain Board Meeting
Tue, Jun 22, 2021 2:00 PM - 4:00 PM (EDT)

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**1. Evergreen-Farmington
Sanitary Drain**

AGENDA

DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of April 27, 2021
3. Offer and file proofs of publication and of mailing of notice of the hearing
4. Open the hearing
5. Receive written objections
6. Ask for comments or objections from those present
7. Close the hearing
8. Adopt resolution to confirm apportionment and direct the Chairperson to issue a Final Order of Apportionment
9. Chairperson execute Final Order of Apportionment and present it to the Board
10. Motion to approve and file Final Order of Apportionment
11. Other Business
12. Approve pro rata payment to Drainage Board members
13. Adjourn

MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

April 27, 2021

A meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain was held at 2:00 p.m. on the 27th day of April, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: None.

The meeting was called to order by the Chairperson.

The minutes of the December 15, 2020 meeting of this Board were presented. It was moved by Markham and seconded by Woodward and unanimously adopted that the said minutes be approved as presented.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

WOODWARD: AYE

Chairperson Nash asked if there were any public comments. There were none.

The following resolution was offered by Markham and seconded by Woodward:

The Chairperson presented plans and specifications for the Evergreen-Farmington Sanitary Drain previously prepared by registered professional engineers and on file with the Oakland County Water Resources Commissioner. After examination of said plans and specifications it was, on motion by Woodward, seconded by Markham:

RESOLVED, that said plans and specifications be and they hereby are received, adopted and approved and ordered filed with the Chairperson of this Board.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE
WOODWARD: AYE

The Chairperson presented a route and course of the Evergreen-Farmington Sanitary Drain.

The following resolution was offered by Markham and seconded by Woodward:

RESOLVED, that the following be approved and adopted as the route and course of the Evergreen-Farmington Sanitary Drain:

(See Attached Exhibit A)

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The Chairperson presented a description of the area to be served by the drain project.

The following resolution was offered by Markham and seconded by Woodward:

RESOLVED, that the following be designated as the area to be served by the drain project:

(See Attached Exhibit B)

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The following resolution was offered by Markham and seconded by Woodward:

The Chairperson presented an estimate of the cost of the drain project, which estimate is in the aggregate amount of \$68,000,000.

Upon motion by Markham, seconded by Woodward, it was:

RESOLVED, that the estimate of cost of the drain project, in the amount of \$68,00,000, be and the same hereby is adopted, approved and accepted.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

The following resolution was offered by Markham and seconded by Woodward:

A tentative apportionment of costs was presented to the Board and ordered filed with the Chairperson.

The following resolution was offered by Markham and seconded by Woodward:

BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN, as follows:

1. That this Board hereby tentatively establishes that the cost of the Evergreen-Farmington Sanitary Drain shall be apportioned against public corporations, as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

2. That this Drainage Board shall meet on the 22nd day of June, 2021, at 2:00 p.m., prevailing Eastern Time, at the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan and/or electronically via GoToMeeting, as provided by law, for the purpose of hearing any objections to said apportionment.

3. That the notice of such hearing shall be in substantially the following form, to wit:

CITY OF AUBURN HILLS, VILLAGE OF BEVERLY HILLS, VILLAGE OF BINGHAM FARMS, CITY OF BIRMINGHAM, CHARTER TOWNSHIP OF BLOOMFIELD, CITY OF BLOOMFIELD HILLS, CITY OF FARMINGTON, CITY OF FARMINGTON HILLS, VILLAGE OF FRANKLIN, CITY OF KEEGO HARBOR, CITY OF LATHRUP VILLAGE, CITY OF ORCHARD LAKE VILLAGE, CITY OF SOUTHFIELD, CITY OF TROY, CHARTER TOWNSHIP OF WEST BLOOMFIELD
COUNTY OF OAKLAND

EVERGREEN-FARMINGTON SANITARY DRAIN

NOTICE OF MEETING TO HEAR OBJECTIONS
TO APPORTIONMENT OF COST OF ABOVE
INTRA-COUNTY DRAIN PROJECT

NOTICE IS HEREBY GIVEN, that the cost of the Evergreen-Farmington Sanitary Drain which consists of locating, establishing and constructing an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System and all improvements necessary to bring the Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, in accordance with the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, all as more fully set forth in the petition filed by the Charter Township of West Bloomfield and the City of Southfield with respect to the drain project, has been tentatively apportioned as follows, to wit:

<u>Public Corporation</u>	<u>Tentative Percentage of Cost</u>
City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Evergreen-Farmington Sanitary Drain, will meet at 2:00 p.m., prevailing Eastern Time, on the 22nd day of June, 2021, in the Office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan and/or electronically via GoToMeeting, as provided by law, for the purpose of hearing any objections to said apportionment.

NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Evergreen-Farmington Sanitary Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan. The estimated cost of the drain project is \$68,000,000, but the apportionment percentages as finally established by the Drainage Board shall apply to the actual cost of the aforementioned portions of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing the public corporations to be assessed, or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is

equitable it will enter a Final Order of Apportionment confirming the apportionment. Section 483 of Act 40, Public Acts of Michigan, 1956, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, with the Chairperson of the Drainage Board for the Evergreen-Farmington Sanitary Drain, and that if no such proceedings shall be brought within said 20 day period the legality of the assessments for the drain shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment a special assessment roll assessing the estimated cost of the drain project against said public corporations in accordance with the confirmed apportionment will be prepared and presented to the Drainage Board for approval.

This notice is given to and for the benefit of the aforesaid mentioned public corporations and all taxpayers thereof by order of the Drainage Board for the Evergreen-Farmington Sanitary Drain.

Jim Nash
Chairperson of the Drainage Board for the
Evergreen-Farmington Sanitary Drain;
Oakland County Water Resources Commissioner

Dated: April 27, 2021

4. That said notice shall be published twice in The Oakland Press, a newspaper published in the County of Oakland, the first publication to be not less than twenty (20) days prior to the time of said hearing.

5. That said notice shall be sent by registered or certified mail to the Clerk of the City of Auburn Hills, the Village of Beverly Hills, the Village of Bingham Farms, the City of Birmingham, the Charter Township of Bloomfield, the City of Bloomfield Hills, the City of Farmington, the City of Farmington Hills, the Village of Franklin, the City of Keego Harbor, the City of Lathrup Village, City of Orchard Lake Village, the City of Southfield, the City of Troy, the Charter Township of West Bloomfield, the County Clerk of the County of Oakland and the County Road Commission of the County of Oakland, which mailing shall be not less than twenty (20) days prior to the time of said hearing.

6. That all resolutions or parts of resolutions in conflict herewith are hereby rescinded.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

Meadowbrook Insurance Agency insurance provided a proposal for potential insurance policies. It was moved by Markham, supported by Woodward, to approve and bind

the insurance policy recommendation as presented, authorize the Chairperson to execute requisite coverage documents and authorize payment of the premium and related invoices.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Jason Say, P.E., dated April 27, 2021, was presented requesting the Board to authorize Oakland County IT and Oakland County WRC to perform internet service upgrades for a monthly recurring cost of \$684.86. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Brian Coburn, P.E., Chief Engineer, dated April 27, 2021, was presented requesting the Board approve the operating budget, cost allocation and the Capital Improvement Program for the rate year beginning July 1, 2021. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A Memorandum from Evans Bantios, P.E., Civil Engineer III, dated April 27, 2021, was presented requesting the Board approve the Engineering Services Agreement between the Drainage District and HRC for the design and bidding phase of the LVSRT Improvements project for an amount not-to-exceed of \$164,000. It was moved by Markham, supported by Woodward, to approve the Memorandum as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

There being no further business to come before the meeting, the meeting was adjourned.



Chairperson

April 27, 2021

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on April 27, 2021, and that the minutes are on file in the offices of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Open Meetings Act.

A handwritten signature in blue ink, appearing to read "Jim [unclear]", is written above a horizontal line.

Chairperson of the Drainage Board

MINUTES OF MEETING OF THE DRAINAGE BOARD
FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN

June 22, 2021

At a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain held in Waterford, Michigan, on the 22nd day of June, 2021.

PRESENT:

ABSENT:

The meeting was called to order by the Chairperson.

The Chairperson presented the minutes of the meeting of this Board held on April 27, 2021. Upon motion by _____, seconded by _____ and unanimously adopted, the minutes were approved as presented.

The Chairperson announced that this was the time and place set to hear any objections to the apportionment of the cost of the Evergreen-Farmington Sanitary Drain as tentatively adopted by this Drainage Board on April 27, 2021 and as set forth in the notice of this hearing. The Chairperson presented affidavits of the publication and mailing of the notice of this hearing.

The Chairperson inquired if any public corporation to be assessed or any taxpayer thereof desired to object to the tentative apportionment of the cost of the Evergreen-Farmington Sanitary Drain as set forth in the resolution of this Board adopted April 27, 2021 and in the notice of this hearing. There were the following objections or questions:

The Chairperson declared the hearing closed.

The following resolution was offered by _____ and seconded by
_____:

WHEREAS, the Drainage Board for the Evergreen-Farmington Sanitary Drain, on the 27th day of April, 2021, tentatively established an apportionment of the cost of the Evergreen-Farmington Sanitary Drain, to be borne by the several public corporations, as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

; and

WHEREAS, after due notice the Drainage Board met on the 22nd day of June, 2021 to hear any objections to the apportionment; and

WHEREAS, the apportionment of the cost of the Evergreen-Farmington Sanitary Drain has been made by taking into consideration the benefits to accrue to each of the public corporations to be assessed and by taking into consideration the extent to which each such public corporation contributes to the conditions which made the Evergreen-Farmington Sanitary Drain necessary;

WHEREAS, this Drainage Board has given due and full consideration to all objections offered thereto; and

WHEREAS, the Evergreen-Farmington Sanitary Drain are necessary for the public health.

NOW, THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE EVERGREEN-FARMINGTON SANITARY DRAIN:

1. That the apportionment of cost as above set forth be and the same is fixed and confirmed.

2. That the Chairperson of this Drainage Board is authorized and directed to issue on behalf of the Board its Final Order of Apportionment setting forth the apportionment against the several public corporations as herein fixed and confirmed.

3. That all former resolutions and orders of this Board, insofar as the same may be in conflict with the terms of this resolution, are rescinded.

ADOPTED: Yeas --

Nays --

The Chairperson proceeded to sign the Final Order of Apportionment as directed in the foregoing resolution, and he then presented the order to the Board. The order was dated June 22, 2021.

It was moved by _____ and seconded by _____ that the Final Order of Apportionment In Re Evergreen-Farmington Sanitary Drain, dated June 22, 2021, be approved and filed with the Chairperson.

ADOPTED: Yeas --

Nays --

It was moved by _____ and seconded by _____ to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ADOPTED: Yeas --

Nays --

Upon motion by _____, seconded by _____
and unanimously adopted, the meeting was adjourned.

Chairperson

June 22, 2021

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

I hereby certify that the foregoing is a true and complete copy of the minutes of a meeting of the Drainage Board for the Evergreen-Farmington Sanitary Drain, Oakland County, Michigan, held on June 22, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that notice of the meeting was given in accordance with the Michigan Drain Code and the Open Meetings Act.

Chairperson of the Drainage Board

Dated: _____, 2021



MICHIGAN GROUP

AFFIDAVIT OF PUBLICATION

2125 Butterfield Dr, Suite 102N • Troy MI 48084

**Oakland County Water Resources
One Public Works Drive**

**Waterford, MI 48328
Attention: Megan Koss**

**STATE OF MICHIGAN,
COUNTY OF OAKLAND**

The undersigned Cindy Slater Cindy Slater, being duly sworn the he/she is the principal clerk of Oakland Press, theoaklandpress.com, published in the English language for the dissemination of local or transmitted news and intelligence of a general character, which are duly qualified newspapers, and the annexed hereto is a copy of certain order, notice, publication or advertisement of:

Oakland County Water Resources

Published in the following edition(s):

Oakland Press	05/30/21
Oakland Press	06/08/21
theoaklandpress.com	05/30/21
theoaklandpress.com	06/08/21

VICKI ARSENAULT
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires May 11, 2026
Acting in the County of _____

Sworn to the subscribed before me this 10 June, 2021

Vicki Arsenault
**Notary Public, State of Michigan
Acting in Oakland County**

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**COUNTY OF OAKLAND
EVERGREEN-FARMINGTON
SANITARY DRAIN**

**NOTICE OF MEETING TO HEAR OBJECTIONS
TO APPORTIONMENT OF COST OF ABOVE
INTRA-COUNTY DRAIN PROJECT**

NOTICE IS HEREBY GIVEN, that the cost of the Evergreen-Farmington Sanitary Drain which consists of locating, establishing and constructing an intra-county drain project consisting of the existing Evergreen-Farmington Sewage Disposal System and all improvements necessary to bring the Evergreen-Farmington Sewage Disposal System into compliance with Administrative Consent Order 04995 entered by the State of Michigan Department of the Environment, Great Lakes, and Energy on August 14, 2019, in accordance with the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended, all as more fully set forth in the petition filed by the Charter Township of West Bloomfield and the City of Southfield with respect to the drain project, has been tentatively apportioned as follows, to wit:

Public Corporation	Tentative Percentage of Cost
City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	8.10%

NOTICE IS FURTHER GIVEN, that the Drainage Board for the Evergreen-Farmington Sanitary Drain, will meet at 2:00 p.m., prevailing Eastern Time, on the 22nd day of June, 2021, electronically via GoToMeeting, as provided by law, for the purpose of hearing any objections to said apportionment. Those that wish to participate may do so by utilizing the following link <https://global.gotomeeting.com/join/906361541> or by dialing +1 (224) 501-3412, access code 906-361-541.

NOTICE IS FURTHER GIVEN, that the plans, specifications, route and course and estimate of cost of the Evergreen-Farmington Sanitary Drain and also a description of the area to be served thereby are on file in the office of the Oakland County Water Resources Commissioner, One Public Works Drive, Waterford, Michigan. The estimated cost of the drain project is \$68,000,000, but the apportionment percentages as finally established by the Drainage Board shall apply to the actual cost of the aforementioned portions of the drain project when finally completed.

NOTICE IS FURTHER GIVEN, that at said hearing the public corporations to be assessed, or any taxpayer thereof, will be entitled to be heard.

NOTICE IS FURTHER GIVEN, that after consideration of all objections to the apportionment the Drainage Board shall determine whether the apportionment fairly reflects the benefits to accrue to each public corporation and the extent to which each public corporation contributes to the conditions which make the drain project necessary. If the Drainage Board determines that the apportionment is equitable it will enter a Final Order of Apportionment confirming the apportionment. Section 483 of Act 40, Public Acts of Michigan, 1956, as amended, provides that the Final Order of Apportionment shall not be subject to attack in any court, except by proceedings in certiorari brought within 20 days after the order is filed in the office of the Oakland County Water Resources Commissioner, with the Chairperson of the Drainage Board for the Evergreen-Farmington Sanitary Drain, and that if no such proceedings shall be brought within said 20 day period the legality of the assessments for the drain shall not thereafter be questioned in any suit at law or in equity, either on jurisdictional or nonjurisdictional grounds.

NOTICE IS FURTHER GIVEN, that if the Drainage Board enters the Final Order of Apportionment a special assessment roll assessing the estimated cost of the drain project against said public corporations in accordance with the confirmed apportionment will be prepared and presented to the Drainage Board for approval.

This notice is given to and for the benefit of the aforesaid mentioned public corporations and all taxpayers thereof by order of the Drainage Board for the Evergreen-Farmington Sanitary Drain.



**Jim Nash
Chairperson of the Drainage Board for the
Evergreen-Farmington Sanitary Drain;
Oakland County Water Resources Commissioner**

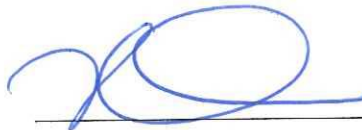
AFFIDAVIT OF MAILING NOTICE OF MEETING

RE: NOTICE OF MEETING TO HEAR OBJECTIONS TO APPORTIONMENT OF
COST OF INTRA-COUNTY DRAIN PROJECT IN THE CITY OF AUBURN HILLS,
VILLAGE OF BEVERLY HILLS, VILLAGE OF BINGHAM FARMS, CITY OF
BIRMINGHAM, CHARTER TOWNSHIP OF BLOOMFIELD, CITY OF BLOOMFIELD
HILLS, CITY OF FARMINGTON, CITY OF FARMINGTON HILLS, VILLAGE OF
FRANKLIN, CITY OF KEEGO HARBOR, CITY OF LATHRUP VILLAGE, CITY OF
ORCHARD LAKE VILLAGE, CITY OF SOUTHFIELD, CITY OF TROY, CHARTER
TOWNSHIP OF WEST BLOOMFIELD, OAKLAND COUNTY, MICHIGAN

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

Megan Koss, of the office of the Oakland County Water Resources Commissioner, of the County and State aforesaid, being duly sworn, deposes and says that on May 26th 2021, by United States certified mail, return receipt requested, she mailed (at least 20 days before the hearing described) a copy of the attached Notice of Meeting to Hear Objections to Apportionment of Cost regarding an intra-county drain project in the above-described communities with respect to the meeting to be held on June 22, 2021 to the following persons:

- SEE ATTACHED SERVICE LIST



Subscribed and sworn to before me
this 26th day of May, 2021

Bette J. Twyman
NOTARY PUBLIC, Oakland County, Michigan

BETTE J. TWYMAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 30, 2024
ACTING IN COUNTY OF Oakland

1. City of Auburn Hills
Attn: Laura Pierce, City Clerk
1827 N. Squirrel Road
Auburn Hills, MI 48326
Article no.: 7018 2290 0002 1421 0328
2. Village of Beverly Hills
Attn: Kristin Rutkowski, Village Clerk
18500 W 13 Mile Road
Beverly Hills, MI 48025
Article no.: 7018 2290 0002 1421 0335
3. Village of Bingham Farms
Attn: Ken Marten, Village Clerk
24255 Thirteen Mile Road
Suite 190
Bingham Farms, MI 48025
Article no.: 7018 2290 0002 1421 0342
4. City of Birmingham
Attn: Alexandria Bingham, City Clerk
151 Martin Street
Birmingham, MI 48009
Article no.: 7018 2290 0002 1421 0359
5. Charter Township of Bloomfield
Attn: Martin Brook, Township Clerk
4200 Telegraph Road
P.O. Box 489
Bloomfield Township, MI 48303
Article no.: 7018 2290 0002 1421 0366
6. City of Bloomfield Hills
Attn: Amy Burton, City Clerk
45 E Long Lake Road
Bloomfield Hills, MI 48304
Article no.: 7018 2290 0002 1421 0373
7. City of Farmington
Attn: Mary Mullison, City Clerk
23600 Liberty St.
Farmington, MI 48335
Article no.: 7018 2290 0002 1421 0380
8. City of Farmington Hills
Attn: Pam Smith, City Clerk

31555 W. Eleven Mile Road
Farmington Hills, MI 48336
Article no.: 7018 2290 0002 1421 0397

9. Village of Franklin
Attn: Heather Mydloski, Village Clerk
32325 Franklin Rd.
Franklin, MI 48025
Article no.: 7018 2290 0002 1421 0403
10. City of Keego Harbor
Attn: Tammy Neeb, City Clerk
2025 Beechmont St.
Keego Harbor, MI 48320
Article no.: 7018 2290 0002 1421 0410
11. City of Lathrup Village
Attn: Yvette Talley, City Clerk
27400 Southfield Road
Lathrup Village, MI 48076
Article no.: 7018 2290 0002 1421 0427
12. City of Orchard Lake Village
Attn: Rhonda McClellan, City Clerk
3955 Orchard Lake Road
Orchard Lake, MI 48323
Article no.: 7018 2290 0002 1421 0434
13. City of Southfield
Attn: Sherikia Hawkins, City Clerk
26000 Evergreen Road
P.O. Box 2055
Southfield, MI 48037
Article no.: 7018 2290 0002 1421 0441
14. City of Troy
Attn: Aileen Dickson, City Clerk
500 W. Big Beaver Rd
Troy, Michigan 48084
Article no.: 7018 2290 0002 1421 0458
15. Charter Township of West Bloomfield
Attn: Debbie Binder, Township Clerk
4550 Walnut Lake Road
West Bloomfield, MI 48323
Article no.: 7018 2290 0002 1421 0465

FINAL ORDER OF APPORTIONMENT
IN RE
EVERGREEN-FARMINGTON SANITARY DRAIN

In accordance with a resolution adopted by the Drainage Board for the Evergreen-Farmington Sanitary Drain on the 22nd day of June, 2021, the apportionment of the cost of the Evergreen-Farmington Sanitary Drain to be borne by the several public corporations is as follows:

City of Auburn Hills	0.46%
Village of Beverly Hills	5.75%
Village of Bingham Farms	0.69%
City of Birmingham	0.11%
Charter Township of Bloomfield	9.54%
City of Bloomfield Hills	1.44%
City of Farmington	0.34%
City of Farmington Hills	28.29%
Village of Franklin	0.21%
City of Keego Harbor	0.32%
City of Lathrup Village	3.06%
City of Orchard Lake Village	0.37%
City of Southfield	38.17%
City of Troy	3.15%
Charter Township of West Bloomfield	<u>8.10%</u>
	100%

DRAINAGE BOARD FOR THE EVERGREEN-
FARMINGTON SANITARY DRAIN

By _____
Chairperson

Dated: June 22, 2021

Filed: June 22, 2021

2. Acacia Park CSO

AGENDA

DRAINAGE BOARD FOR THE ACACIA PARK CSO DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of May 18, 2021
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Sewage Disposal System Fund in the amount of \$31,955.84
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE ACACIA PARK CSO DRAIN**

May 18, 2021

A meeting of the Drainage Board for the Acacia Park CSO Drain was held at 2:00 p.m. on the 18th day of May, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners.

Minutes of the meeting held April 27, 2021 were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

Chairperson Nash asked if there were any public comments. There were none.

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$31,955.84 (as attached) was presented. It was moved by Markham, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$31,955.84.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

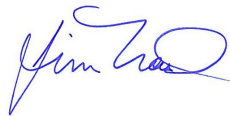
It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

There being no further business, the meeting was adjourned.

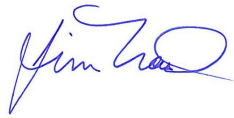


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Acacia Park CSO Drain, Oakland County, Michigan, held on the 18^h day of May, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Acacia Park CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2021

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the ACACIA PARK CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *A FOR SHAWN PHELPS*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending June 15, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
05/31/21	JE# 358586	May 2021 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$31,955.84
			<u>\$31,955.84</u>

3. Birmingham CSO

AGENDA

DRAINAGE BOARD FOR THE BIRMINGHAM CSO DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of May 18, 2021
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$2,670.50
5. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE BIRMINGHAM CSO DRAIN**

May 18, 2021

A meeting of the Drainage Board for the Birmingham CSO Drain was held at 2:00 p.m. on the 18th day of May, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners.

Minutes of the meeting held April 27, 2021 were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

Chairperson Nash asked if there were any public comments. There were none.

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$33,415.26 (as attached) was presented. It was moved by Markham, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$33,415.26.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

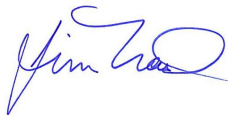
It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

There being no further business, the meeting was adjourned.

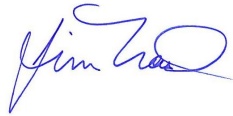


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Birmingham CSO Drain, Oakland County, Michigan, held on the 18^h day of May, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Birmingham CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2021

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the BIRMINGHAM CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

For Shawn Phelps

DATE: June 22, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving Fund and Invoices
for the period ending June 15, 2021

G/L Date	Ref No.	Paid To	For	Amount
	TBP	ICS Integration Services LLC	Invoice # 2063 - Contracted Services	\$ 2,670.50
			Total	\$ 2,670.50

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the BIRMINGHAM CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *for Shawn Phelps*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending June 15 , 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
05/31/21	JE# 358586	May 2021 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$33,415.26
			<u>\$33,415.26</u>

4. Bloomfield Village CSO

AGENDA

DRAINAGE BOARD FOR THE BLOOMFIELD VILLAGE CSO DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of May 18, 2021
3. Public Comments
4. Present request for reimbursement of the Evergreen Farmington Fund in the amount of \$42,173.67
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE BLOOMFIELD VILLAGE CSO DRAIN**

May 18, 2021

A meeting of the Drainage Board for the Bloomfield Village CSO Drain was held at 2:00 p.m. on the 18th day of May, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners.

Minutes of the meeting held April 27, 2021 were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

Chairperson Nash asked if there were any public comments. There were none.

A request for reimbursement of the Evergreen Farmington Fund in the amount of \$42,173.67 (as attached) was presented. It was moved by Markham, supported by Nash, to reimburse the Evergreen Farmington Fund in the amount of \$42,173.67.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

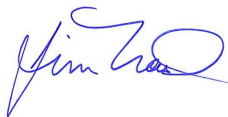
It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

There being no further business, the meeting was adjourned.

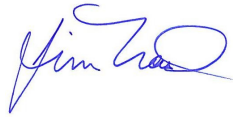


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Bloomfield Village CSO Drain, Oakland County, Michigan, held on the 18^h day of May, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Bloomfield Village CSO Drain Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2021

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the BLOOMFIELD VILLAGE CSO DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *for Shawn Phelps*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Reimbursement of Evergreen Farmington Fund

The following is a detail of charges paid from the Evergreen Farmington Fund
for the period ending June 15, 2021.

<u>Date</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
05/31/21	JE# 358586	May 2021 Storm Water Flow Charges RTB Capacity Use (O & M Credit)	\$42,173.67
			<u>\$42,173.67</u>

5. Clinton River Water Resource Recovery Facility

AGENDA

DRAINAGE BOARD FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of May 18, 2021
3. Public Comments
4. Present Memorandum from Sara Rubino, WRC Attorney, dated June 22, 2021 requesting the Board approve the Lease Agreement with Motor City Electric, Co. and authorize the Chairperson to execute the agreement.
5. Present Memorandum from John Basch, WRC Attorney, dated June 22, 2021, requesting the Board receive and file the update regarding billboard leases.
6. Present Memorandum from Ben Lewis, P.E., Manager, dated June 22, 2021, requesting the Board receive and file the Drainage District PFAS evaluation and source tracking final technical memo
7. Present request for Board approval of payment of invoices from the Construction Fund in the amount \$36,744.10
8. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$179,852.51
9. Other business
10. Approve pro rata payment to Drainage Board members
11. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY**

May 18, 2021

A meeting of the Drainage Board for the Clinton River Water Resource Recovery Facility was held at 2:00 p.m. on the 18th day of May, 2021. Due to the COVID-19 pandemic, the meeting was conducted electronically via GoToMeeting in accordance with PA 254 of 2020, as may be amended from time to time and/or as otherwise provided by law.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Gwen Markham, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Novi, Michigan.

ABSENT: None.

Minutes of the meeting held April 27, 2021 were presented for consideration. It was moved by Markham, supported by Nash, that the minutes be approved.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

Chairperson Nash asked if there were any public comments. There were none.

Commissioner Woodward entered the meeting.

A Memorandum from Ben Lewis, P.E., Manager, dated May 18, 2021, requesting the Board receive and file the Drainage District PFAS evaluation and source tracking final technical memo was presented. It was moved by Markham, supported by Woodward, to receive and file the PFAS evaluation and source tracking final technical memo as presented.

ROLL CALL VOTE:

NASH: AYE

MARKHAM: AYE

WOODWARD: AYE

Change Order No. 44 for Toolles Contracting Group LLC for a net decrease in the amount of \$2,698.16 (as attached) was presented. It was moved by Markham, supported by Woodward, to approve Change Order No. 44 as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A request for Board approval of payment of invoices from the Construction Fund in the amount of \$29,212.76 (as attached) was presented. It was moved by Markham, supported by Woodward, that the invoices in the amount of \$29,212.76 be paid as presented.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund from the Maintenance Fund in the amount of \$152,065.19 (as attached) was presented. It was moved by Markham, supported by Woodward, that the invoices in the amount of \$152,065.19 be paid as presented.

ROLL CALL VOTE:

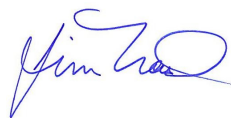
NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

It was moved by Nash, supported by Markham, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Markham and Mr. Woodward.

ROLL CALL VOTE:

NASH: AYE
MARKHAM: AYE
WOODWARD: AYE

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board for the Clinton River Water Resource Recovery Facility, Oakland County, Michigan, held on the 18th day of May, 2021, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Clinton River Water Resource Recovery Facility Drainage District.



Jim Nash, Chairperson

Dated: May 24, 2021

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drainage Board

FROM: Sara Rubino, WRC Attorney

SUBJECT: Lease Agreement with Motor City Electric Co.

DATE: June 22, 2021

Motor City Electric, Co. requested to use approximately five (5) acres of land located at the Clinton River Water Recovery Facility as a temporary staging area for a large-scale construction project in the City of Pontiac. The attached proposed Lease Agreement would allow Motor City Electric, Co. to rent the area from the Drainage District.

The term of the Lease Agreement is thirty-six (36) months, commencing on July 1, 2021 and ending on June 30, 2024. At the end of the term, the parties may agree to extend the Lease Agreement on a yearly basis. The annual rental fee is sixty-five thousand dollars (\$65,000.00), with annual increases of two thousand five hundred dollars (\$2,500.00). The first rental payment is due upon signing of the Lease Agreement.

Both parties to the Lease Agreement have the right to terminate the Lease Agreement by providing ninety (90) day advance written notice.

Standard and appropriate indemnity and insurance provisions are included in the Lease Agreement.

Requested Action:

Approve the Lease Agreement with Motor City Electric, Co. as presented and authorize execution of the Lease Agreement by the Chairperson of the Board.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”) is made by and between the **CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT**, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended (hereinafter, “Landlord”) and **MOTOR CITY ELECTRIC CO.**, a Michigan corporation (hereinafter, “Tenant”) (collectively, “Parties” or individually, “Party”), and is dated as of the date on which this Lease has been fully executed by Landlord and Tenant.

1. Premises and Lease Area.

(a) Landlord grants permission to Tenant to enter upon a certain parcel of land located in the City of Pontiac, County of Oakland, State of Michigan, commonly known as the Clinton River Water Resource Recovery Facility (hereinafter, the “Premises”) and to use approximately five (5) acres of the land within the existing parcel as a temporary construction staging area (the “Lease Area”) as needed for a large scale construction project Tenant is engaged in the City of Pontiac. The Premises and Lease Area are specifically identified in the attached **Exhibit A**. **Exhibit A** is fully incorporated into this Agreement.

(b) Tenant is aware that a gated entry to the Premises located off Opdyke Road will be open by Landlord for septage access and biosolids hauling during the Term of this Agreement. Tenant acknowledges that it is solely responsible for securing any items in the Lease Area that should not be made accessible while the swing gates are open. Tenant further agrees and understands that, when Landlord has the swing gates closed and locked, it will be necessary for Tenant to daisy chain its lock to the swing gates to allow access to the Lease Area. Tenant’s sole access to the Lease Area shall be via the drive shown on **Exhibit A** as “Access Drive.”

2. Use. Tenant agrees that the Lease Area will only be used as a temporary construction staging area. Tenant further agrees that it shall not: (a) fill in or otherwise disturb any wetlands on the Premises; (b) permit any conduct or condition which may endanger, disturb, create a nuisance, or otherwise interfere with Landlord’s operation or management or the use or enjoyment of the remainder of the Premises; or (c) allow any noxious, annoying, or offensive odors (as reasonably determined by Landlord) to emanate from the Lease Area onto the remainder of the Premises or any other properties within the vicinity of the Premises.

3. Term. The “Term” of this Agreement shall be thirty-six (36) months, commencing on July 1, 2021 (the “Commencement Date”) and ending on June 30, 2024 (the “Expiration Date”), unless sooner terminated in accordance with this Agreement. This Agreement may be continued on a yearly basis by a mutual letter agreement executed by both Parties.

4. Rent. Tenant agrees to pay to Landlord, without demand, deduction or offset, annual rent in the amount of sixty-five thousand dollars (\$65,000.00), with annual increases in the amount of two thousand five hundred dollars (\$2,500.00) in accordance with the following rent schedule for the Term.

Period	Annual Rent Payment
July 1, 2021 to June 30, 2022	\$ 65,000.00
July 1, 2022 to June 30, 2023	\$ 67,500.00
July 1, 2023 to June 30, 2024	\$ 70,000.00

Tenant shall pay the Annual Rent Payment one month in advance of the first day of each rental Period during the Term at Landlord's designated address unless Landlord designates otherwise; provided that the Annual Rent Payment for the first Period shall be paid at the signing of this Agreement. Tenant shall pay Landlord a service and handling charge equal to 5% of any Rent not paid within 5 days after the date due. In addition, any Rent, including such charge, not paid within 5 days after the due date will bear interest at the rate of one and one-half percent (1 ½%) per month from the date due to the date paid.

5. Liability and Indemnification.

(a) The word "Landlord" in this Agreement includes the Landlord executing this Agreement, as well as its successors and assigns, each of which shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Agreement as Landlord. Any such person or entity, whether or not named in this Agreement, shall have no liability under this Agreement after it ceases to hold title to the Premises except for obligations already accrued. Tenant shall look solely to Landlord's successor in interest for the performance of the covenants and obligations of the Landlord hereunder which subsequently accrue. Landlord shall not be deemed to be in default under this Agreement unless Tenant gives Landlord notice specifying the default and Landlord fails to cure the default within a reasonable period following Tenant's notice. In no event shall Landlord be liable to Tenant for any loss of business or profits of Tenant or for consequential, punitive or special damages of any kind.

(b) Tenant shall be responsible for all actual damages, including environmental damage, resulting from Tenant's or its agents, employees, contractors, subcontractors, acts or omissions.

(c) Subject to subsections (a) and (b) above, and except to the extent caused by the negligence or willful misconduct of Landlord or its Agents, Tenant shall indemnify, defend, and hold harmless Landlord and its Agents from and against any and all claims, actions, damages, liability and expense (including fees of attorneys, investigators and experts) (collectively, "Claims") which may be asserted against, imposed upon, or incurred by Landlord or its Agents and arising out of or in connection with loss of life, personal injury or damage to property in or about the Premises or arising out of the occupancy or use of the Premises and Lease Area by Tenant or its Agents or occasioned wholly or in part by any act or omission of Tenant or its Agents, whether prior to, during or after the Term. Tenant's indemnity obligations under this subsection (c) shall only apply in proportion and to the extent a loss giving rise to a Claim is caused by Tenant or its Agents. In addition, and notwithstanding anything contained herein to the contrary, Tenant acknowledges and agrees that there is (a) a county drain along the south side of the Property which could flood the Premises and (b) a sewer treatment plant adjacent to the Property which could result in odors emanating to the Premises. Tenant hereby releases and shall hold harmless Landlord and its agents, contractors, attorneys, officers and employees from and against all Claims for property flooding and odors, including, without limitation, claims under Public Act 222. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Agreement.

6. Insurance and Waivers.

(a) Tenant, at its sole expense, shall keep in effect commercial general liability insurance, according to the specifications set forth in the attached **Exhibit B**. **Exhibit B** is incorporated by reference into this Agreement. Tenant shall provide evidence of this coverage which shall include the Landlord being shown as an additional named insured prior to Tenant entering the premises.

(b) Landlord and Tenant each waive, and release each other from and against, all claims for recovery against the other for any loss or damage to the property of such party arising out of fire or other

casualty coverable by a standard "Causes of Loss-Special Form" property insurance policy. This waiver and release is effective regardless of whether the releasing party actually maintains the insurance described above in this subsection and is not limited to the amount of insurance actually carried, or to the actual proceeds received after a loss. Each Party shall have its insurance company that issues its property coverage waive any rights of subrogation, and shall have the insurance company include an endorsement acknowledging this waiver, if necessary. Tenant assumes all risk of damage of Tenant's property within the Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, or other cause.

7. Compliance.

(a) Tenant shall, at its sole expense, promptly comply with all laws now or subsequently pertaining to the Premises or Tenant's use or occupancy of the Lease Area. Neither Tenant nor its Agents shall use the Premises or Lease Area in any manner that under any Law would require Landlord to make any Alteration to the Premises or Lease Area (without limiting the foregoing, Tenant shall not use the Premises in any manner that would cause the Premises to be deemed a "place of public accommodation" under the ADA if such use would require any such Alteration). Tenant shall be responsible for compliance with the ADA, and any other Laws regarding accessibility, with respect to the Premises and Lease Area.

(b) Tenant shall comply, and shall cause its Agents to comply, with any reasonable and non-discriminatory rules and regulations concerning the Premises and Lease Area as may be promulgated by Landlord from time to time.

(c) Tenant agrees not to do anything, not including Tenant's Use of the Premises as described in Section 2, or fail to do anything which shall increase the cost of Landlord's insurance or which will prevent Landlord from procuring policies (including public liability) from companies and in a form satisfactory to Landlord. If any breach of the preceding sentence by Tenant causes the rate of fire or other insurance to be increased, Tenant shall pay the amount of such increase as additional Rent within 30 days after being billed.

(d) Tenant agrees that: (i) no activity shall be conducted on the Premises that will use or produce any Hazardous Materials, except for activities which are part of the ordinary course of Tenant's business and are conducted in accordance with all Environmental Laws ("Permitted Activities"); (ii) the Premises shall not be used for storage of any Hazardous Materials, except for materials used in the Permitted Activities which are properly stored in a manner and location complying with all Environmental Laws; (iii) no portion of the Premises shall be used by Tenant or Tenant's Agents for disposal of Hazardous Materials; (iv) Tenant shall deliver to Landlord copies of all material safety data sheets and other written information prepared by manufacturers, importers or suppliers of any chemical; and (v) Tenant shall immediately notify Landlord of any violation by Tenant or Tenant's Agents of any Environmental Laws or the release or suspected release of Hazardous Materials in, under or about the Premises, and Tenant shall immediately deliver to Landlord a copy of any notice, filing or permit sent or received by Tenant with respect to the foregoing. If at any time during or after the Term, any portion of the Premises is found to be contaminated by Tenant or Tenant's Agents or subject to conditions prohibited in this Lease caused by Tenant or Tenant's Agents, Tenant shall indemnify, defend and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, attorneys' fees, damages and obligations of any nature arising from or as a result thereof, and Landlord shall have the right to direct remediation activities, all of which shall be performed at Tenant's cost. Tenant's obligations pursuant to this subsection shall survive the expiration or termination of this Lease.

8. **Signs.** Tenant shall not place any signs on the Premises without the prior consent of Landlord. Tenant shall maintain all signs installed by Tenant in good condition. Tenant shall remove its signs at the termination of this Agreement, shall repair any resulting damage, and shall restore the Premises to its condition existing prior to the installation of Tenant's signs.

9. **Landlord's Right of Entry.** Tenant shall permit Landlord and its Agents to enter the Lease Area at all reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make Alterations to the Lease Area, to exhibit the Premises for the purpose of sale or financing and to exhibit the Premises to any prospective tenant. Landlord shall make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenant's use of the Lease Area resulting from Landlord's entry.

10. **Termination.** This Agreement may be terminated by either Party, without cause, upon ninety (90) days advanced written notice. If this Agreement is terminated by Tenant with cause or by Landlord without cause during any Rental Period, the Annual Rent shall be prorated to a monthly rent and the remaining amounts returned to Tenant for the months following such termination.

11. **Assignment.** Tenant shall not enter into or permit any Transfer, voluntarily or by operation of law, without the prior consent of Landlord in Landlord's sole discretion. A consent to one Transfer shall not be deemed to be a consent to any subsequent Transfer. In no event shall any Transfer relieve Tenant from any obligation under this Agreement. Landlord's acceptance of Rent from any person shall not be deemed to be a waiver by Landlord of any provision of this Agreement or to be a consent to any Transfer. Any Transfer not in conformity with this Section 11 shall be void at the option of Landlord.

12. **No Interest in Real Property.** This Agreement does not and is not intended to grant or convey an interest in the Premises to Tenant.

13. **Surrender.**

(a) On the Expiration Date of this Agreement, or any earlier termination date, Tenant shall return possession of the Lease Area to Landlord in good condition, except for ordinary wear and tear, and except for casualty damage or other conditions that Tenant is not required to remedy under this Agreement. Prior to the expiration or termination of this Agreement, Tenant shall remove from the Lease Area and Premises all equipment, vehicles, machinery, tools, furniture, trade fixtures, wiring and cabling (unless Landlord directs Tenant otherwise), and all other personal property used by Tenant or its Agents and shall remove all debris as required to restore the Lease Area to the condition existing on the Commencement Date. Tenant shall repair any damage resulting from such removal and shall restore the Lease Area to good order and condition. Any of Tenant's personal property not removed as required shall be deemed abandoned, and Landlord, at Tenant's expense, may remove, store, sell or otherwise dispose of such property in such manner as Landlord may see fit and/or Landlord may retain such property or sale proceeds as its property. If Tenant does not return possession of the Lease Area to Landlord in the condition required under this Agreement, Tenant shall pay Landlord all resulting damages Landlord may suffer.

(b) If Tenant remains in possession of the Lease Area after the expiration or termination of this Agreement, Tenant's occupancy of the Lease Area shall be that of a tenancy at will. Tenant's occupancy during any holdover period shall otherwise be subject to the provisions of this Agreement (unless clearly inapplicable), except that the Annual Rent shall be prorated to a monthly rental rate and then doubled so that the Tenant pays a doubled monthly rental rate payable for the last full month immediately preceding the holdover. No holdover or payment by Tenant after the expiration or termination of this Agreement shall operate to extend the Term or prevent Landlord from immediate

recovery of possession of the Premises by summary proceedings or otherwise. Any provision in this Agreement to the contrary notwithstanding, any holdover by Tenant shall constitute a default on the part of Tenant under this Agreement entitling Landlord to exercise, without obligation to provide Tenant any notice or cure period, all of the remedies available to Landlord in the event of a Tenant default, and Tenant shall be liable for all damages, including consequential damages, that Landlord suffers as a result of the holdover.

14. Tenant's Authority. Tenant represents and warrants to Landlord that: (a) Tenant is duly formed, validly existing and in good standing under the laws of the state under which Tenant is organized, and qualified to do business in the state in which the Premises is located, and (b) the person(s) signing this Agreement are duly authorized to execute and deliver this Lease on behalf of Tenant.

15. Miscellaneous.

(a) The captions in this Agreement are for convenience only, are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms of this Agreement.

(b) The capitalized words used herein shall have the meaning ascribed to them in this Agreement or in the definition Rider attached hereto as **Exhibit C**. **Exhibit C** is fully incorporated into this Agreement.

(c) This Agreement represents the entire agreement between the Parties hereto and there are no collateral or oral agreements or understandings between Landlord and Tenant with respect to the Premises. No rights, easements or licenses are acquired in the Premises or any land adjacent to the Premises by Tenant by implication or otherwise except as expressly set forth in this Agreement. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity. Both Parties having participated fully and equally in the negotiation and preparation of this Agreement, this Agreement shall not be more strictly construed, nor any ambiguities in this Agreement resolved, against either Landlord or Tenant.

(d) Each covenant, agreement, obligation, term, condition or other provision contained in this Agreement shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the Term unless otherwise expressly set forth herein.

(e) If any provisions of this Agreement shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the Parties as set forth herein. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Premises is located.

(f) The rights, remedies, and benefits provided in this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies and benefits, or of any other rights, remedies, and benefits allowed by law.

(g) This Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives and permitted successors and assigns. All persons liable for the obligations of Tenant under this Lease shall be jointly and severally liable for such obligations.

(h) Tenant shall not record this Agreement or any memorandum without Landlord's prior consent.

16. Notices. Any notice, consent or other communication under this Agreement shall be in writing and addressed to Landlord or Tenant at their respective addresses specified below (or to such other address as either may designate by notice to the other) with a copy to any Mortgagee or other party designated by Landlord. Each notice or other communication shall be deemed given if sent by prepaid overnight delivery service or by certified mail, return receipt requested, postage prepaid or in any other manner, with delivery in any case evidenced by a receipt, and shall be deemed to have been given on the day of actual delivery to the intended recipient or on the business day delivery is refused. The giving of notice by Landlord's attorneys, representatives and agents under this Section shall be deemed to be the acts of Landlord.

Landlord's Address for Notices: Oakland County Water Resources Commissioner
One Public Works Drive, Building 95 West
Waterford, MI 48328-1907
Attn: Jeff Parrott,
Right-of-Way Supervisor

Tenant's Address for Notices: Motor City Electric Co.
9440 Grinnell St.
Detroit, MI 48213
Attn: Darrin Ferguson,
Vice President

17. Reservation of Rights. Except as otherwise expressly provided herein, this Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of Landlord or Tenant.

18. Confidentiality. It is understood and agreed that the terms and conditions of this Agreement between Landlord and Tenant shall remain confidential. Tenant, its principals, owners, associates, employees, representatives and agents agree that there shall be no discussion of the Agreement terms, rates or conditions with any tenants leasing other property owned by Landlord or any third party who would ordinarily not be entitled to or require such information unless authorized in writing by or requested to do so by Landlord. Any breach of the confidentiality by Tenant shall be deemed a material default under the terms of this Agreement in which event the Landlord, may, at its option, cancel this Agreement without ninety (90) day notice or demand and/or exercise any and all of its rights and remedies as provided for in this Agreement or at law.

30. Condition of Premises. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TENANT, ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS, AND ALL EMPLOYEES, OFFICERS AND DIRECTORS OF SAME, HEREBY ACCEPT THE PREMISES IN ITS PRESENT "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY ON THE PART OF LANDLORD, ITS AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE

PRESENCE OR ADEQUACY OF UTILITY SERVICE TO THE PREMISES, WHETHER THE PREMISES COMPLY WITH THE ADA, AND ANY OTHER MATTER PERTAINING TO ZONING OR OTHER APPLICABLE LAND USE REGULATIONS OR ANY OTHER APPLICABLE LAWS, OR THE PRESENCE OR ABSENCE OF LEAD PAINT, ASBESTOS OR ASBESTOS-CONTAINING MATERIALS OR ANY OTHER HAZARDOUS MATERIALS.

32. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. PDF copies of executed counterparts delivered via email or facsimile may be treated as originals by the parties hereto.

Landlord and Tenant have executed this Agreement on the respective date(s) set forth below.

LANDLORD:

THE CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAINAGE DISTRICT, a Michigan statutory public corporation organized pursuant to Chapter 20 of the Drain Code of 1956, as amended

Date signed: _____

By: _____
Jim Nash
Secretary

This agreement was approved at a regular meeting of the Clinton River Water Resource Recovery Facility Drainage District on June 22, 2021.

TENANT:

MOTOR CITY ELECTRIC CO.,
a Michigan corporation,

Date signed: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DEPICTION OF PREMISES, LEASE AREA AND ACCESS DRIVE

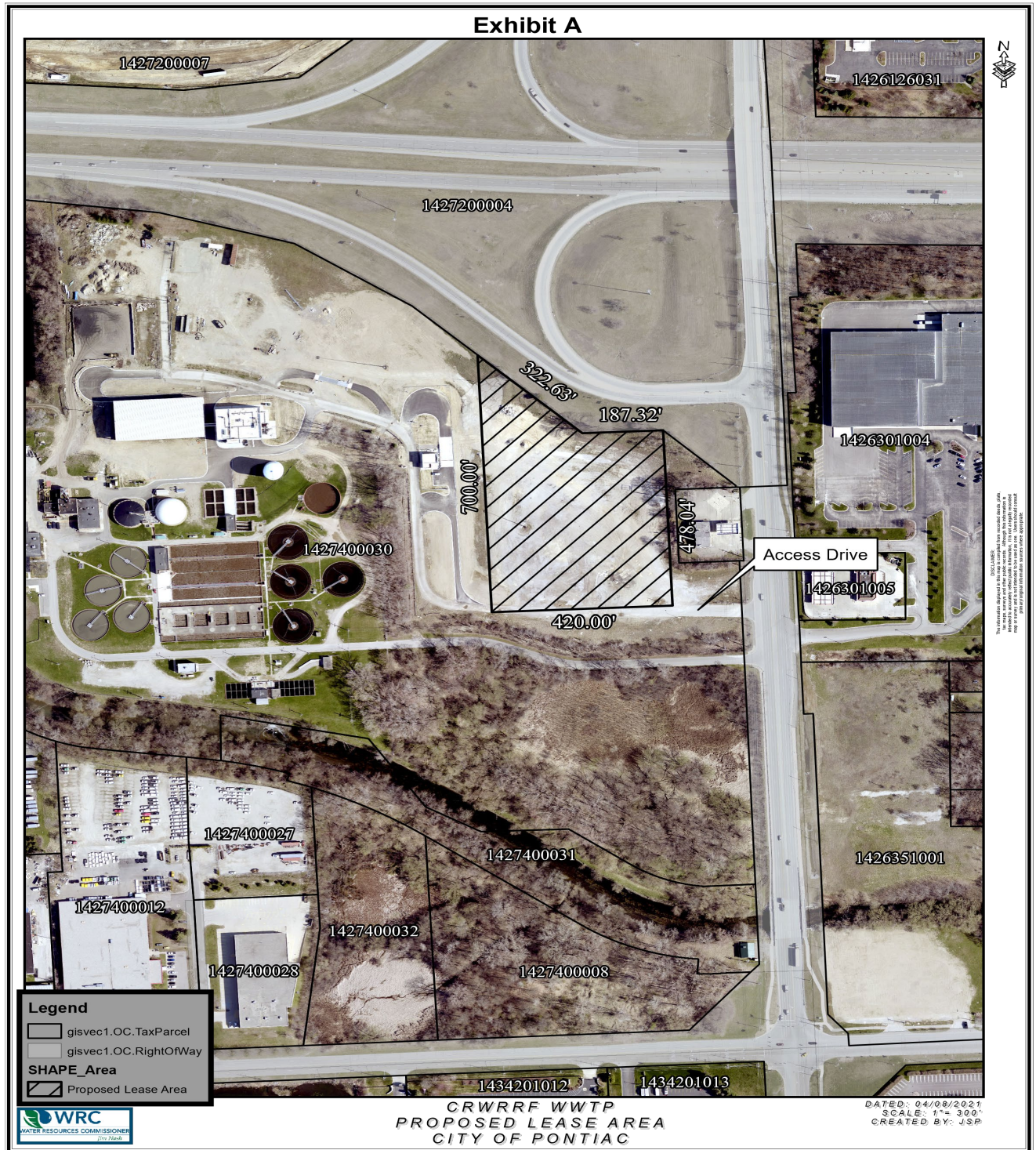


EXHIBIT B

INSURANCE

CONTRACTOR INSURANCE REQUIREMENTS

During this Lease Agreement, the Tenant shall provide and maintain, at its own expense, all insurance as set forth below, protecting the Landlord against any Claims, as defined in this Lease Agreement. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Tenant.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

\$1,000,000 – Each Occurrence Limit

\$1,000,000 – Personal & Advertising Injury

\$2,000,000 – Products & Completed Operations Aggregate Limit

\$2,000,000 – General Aggregate Limit

\$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☐ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of \$1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of \$2,000,000 each occurrence. Umbrella or Excess Liability coverage shall be no less than following form of primary coverages or broader. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

EXHIBIT C

DEFINITION RIDER

“Access Drive” means the specific drive on the Premises designated for use by Tenant as depicted in **Exhibit A**.

“ADA” means the Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 et seq.), as amended and supplemented from time to time.

“Affiliate” means (i) any entity controlling, controlled by, or under common control of, Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, and (iii) any purchaser of all or substantially all of the assets of Tenant as a going concern.

“Agents” of a party means such party’s employees, agents, representatives, contractors, licensees or invitees.

“Alteration” means any addition, alteration, or improvement to the Premises, as the case may be.

“Environmental Laws” means all present or future federal, state or local laws, ordinances, rules or regulations (including the rules and regulations of the federal Environmental Protection Agency and comparable state agency) relating to the protection of human health or the environment.

“Hazardous Materials” means pollutants, contaminants, toxic or hazardous wastes or other materials the removal of which is required or the use of which is regulated, restricted, or prohibited by any Environmental Law.

“Interest Rate” means interest at the rate of 1 ½% per month.

“Laws” means all laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities or of any private association or contained in any restrictive covenants or other declarations or agreements, now or subsequently pertaining to the Premises or the use and occupation of the Premises.

“Lease Area” means the specific area on the Premises designated for use by Tenant as depicted in **Exhibit A**.

“Lease Year” means the period from the Commencement Date through the succeeding 12 full calendar months (including for the first Lease Year any partial month from the Commencement Date until the first day of the first full calendar month) and each successive 12-month period thereafter during the Term.

“Maintain” means to provide such maintenance, repair and, to the extent necessary and appropriate, replacement, as may be needed to keep the Premises in good condition and repair.

“Mortgage” means any mortgage, deed of trust or other lien or encumbrance on Landlord’s interest in the Premises or any portion thereof, including without limitation any ground or master lease if Landlord’s interest is or becomes a leasehold estate.

“Mortgagee” means the holder of any Mortgage, including any ground or master lessor if Landlord’s interest is or becomes a leasehold estate.

“Premises” means the Land as depicted in **Exhibit A**.

“Property” means the real property owned by Landlord of which the Premises are a part.

“Rent” means the Annual Rent, Annual Expenses payable by Tenant to Landlord under this Agreement.

“Transfer” means (i) any assignment, transfer, pledge or other encumbrance of all or a portion of Tenant’s interest in this Agreement, (ii) any sublease, license or concession of all or a portion of Tenant’s interest in the Premises, or (iii) any transfer of a controlling interest in Tenant.

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER****MEMORANDUM**

TO: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drainage District Board

FROM: John Basch, Senior Attorney

SUBJECT: Update on Leases for Three Existing Billboards

DATE: June 22, 2021

On December 15, 2020, the Board of the Clinton River Water Resources Recovery Facility Drainage District retained Cushman & Wakefield to assess current market value(s) for three billboard leases on CRWRRF property to determine if the current lease rates are reasonable and comparable to similarly situated assets. Because the leases were established before they became assets of the CRWRRF and are scheduled to expire within a year, it was decided that professional assistance was needed prior to negotiating lease renewals.

The lease rate for each billboard has been on a graduated scale with an increase of \$1,000 per year reaching its current rate of \$21,000 apiece per year. With respect to the current lessee, OUTFRONT Media has proposed three new, 10-year agreements at the same \$21,000 initial rate but with smaller increases of \$300 per year. OUTFRONT Media cites the coronavirus pandemic and various other reasons for the proposed lower rate of increases.

The Board retained the services of Cushman & Wakefield, a firm with considerable experience in this area, to develop an appraisal of the three lease properties in accordance with the Uniform Standards of Professional Appraisal Practice, and the Code of Ethics and Certification Standards, and provide its professional assessment of the fair market value.

Cushman & Wakefield Senior Director Susan P. Shipman is available to recap her findings and answer any questions the Board may have.

Requested Action: Receive and File.

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER**

MEMORANDUM

TO: Jim Nash, Chairperson
Clinton River Water Resource Recovery Facility Drainage Board

FROM: Ben Lewis, P.E., Manager

SUBJECT: CRWRRF – PFAS Evaluation and Source Tracking

DATE: June 22, 2021

The Board received and filed the PFAS Evaluation and Source Tracking final technical memo prepared by OHM Advisors at its May 18, 2021 meeting. A subsequent review of the memo noted a few minor edits that were necessary in Section I - Executive Summary, including a misspelling of the acronym CRWRRF on page 6 and the PFOS / PFOA biosolids concentration in the chart located on page 8.

OHM Advisors have made the changes and submitted the attached revised report (20210604 OHM CRWRRF PFAS Final Report with Appendixes).

Requested Action:

Receive and file the revised Clinton River Water Resource Recovery Facility PFAS Evaluation and Source Tracking final technical memo dated June 2021.



I. Executive Summary

The Water Resources Commissioner's office of Oakland County (WRC) chose to conduct an in-depth study of PFAS entering the Clinton River Water Resource Recovery Facility (CRWRRF) and the associated collection system to identify potential significant sources, to achieve consistent compliance with water quality standards and to evaluate the long term PFAS forming potential of the CRWRRF effluent and biosolids.

Per- and polyfluoroalkyl substances—also known as “PFAS” are a large group of man-made chemicals that have been used globally in the last century in manufacturing, firefighting, and thousands of consumer products. These compounds are bio-accumulative, have been linked to adverse health effects, move easily throughout the water cycle and break down slowly.

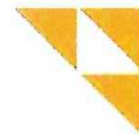
In 2017, Michigan created the Michigan PFAS Action Response Team (MPART) within the Department of Environment, Great Lakes, and Energy (EGLE) to investigate PFAS sources and protect drinking water and public health. In 2018, Michigan began requiring Wastewater Treatment Plants (WWTPs) with Industrial Pretreatment Programs (IPPs) to test their effluent for PFAS, determine if they were passing PFAS compounds to surface waters, evaluate potential sources, investigate probable sources, and reduce or eliminate the sources found. Rule 57 Surface Water Quality Standards were updated to include two PFAS; perfluorooctanesulfonic acid (PFOS) and perfluorooctanoic acid (PFOA). The water quality standard for PFOS is 12 ng/L for streams that are not designated as a drinking water source and 11 ng/L for those that are designated as a drinking water source. The water quality standard for PFOA is 12,000 ng/L for surface waters that are not designated as a drinking water source, and 420 ng/L for those that are designated as a drinking water source (EGLE, Michigan Industrial Pretreatment Program (IPP) PFAS Initiative, 2020). The Clinton River has not been designated as a drinking water source, so the standards for non-drinking water sources (12 ng/L for PFOS and 12,000 ng/L for PFOA) are being applied (EGLE, Michigan Surface Water Sources, 2016).

Industrial dischargers were sampled in 2018 if they were identified as likely PFAS users, and some sources were identified. When the concentrations were converted to daily mass (*daily mass=concentration*daily flow*) the PFAS mass identified could not account for the total PFAS mass observed at the facility indicating that other unidentified sources must exist. WRC elected to perform a more in-depth evaluation of the CRWRRF and its collection system to better identify potential PFAS sources. WRC's goal is to continue to meet EGLE requirements for PFAS and to minimize the PFOS and PFOA discharged to the environment through the CRWRRF effluent and biosolids. As treatment of PFAS within the conventional wastewater treatment process is not cost effective, identifying sources of PFAS in the collection system and minimizing these discharges to the CRWRRF system is considered the best practice for addressing PFAS at the time of writing this report.

The CRWRRF service area extends over 120 square miles so an extensive sampling effort was conducted to narrow down the areas where unknown sources may be located. The service area is divided into two major districts: the City of Pontiac and the Clinton-Oakland Sewage Disposal System (COSDS). WRC has flow meters installed at lift stations and at major intersections in the collection system. By sampling at the flow meters, individual branches of the collection system could be isolated to identify the branches where PFAS concentrations were detected above the water quality standards. Those concentrations were also converted to mass to isolate the branches carrying the largest total mass. The concentrations measured at each meter location are represented graphically on Figure 1 and show the results relative to water quality standards.

Figure 1 -
Collection System
Sample Results





Comparing the contributions of individual branches of the collection system revealed that roughly half of the PFOS mass entering the CRWRRF originates from combined sources within the City of Pontiac (466 mg/day) and the other half from the surrounding communities served by the COSDS through the Perry Street Lift Station (471 mg/day).

The most significant sources of PFAS discharging to the collection system are landfills. Landfills were found to contribute enough PFAS to account for half of the PFOS and nearly all the PFOA mass sent to the CRWRRF.

Six collection system branches contributed flow with concentrations above water quality standards. Of these priority areas, two collection system branches contributed ten times more PFOS mass than the rest and should be the focus of future source tracking efforts. Detailed maps were created of all six priority areas and were overlaid by sources with a high likelihood of carrying PFAS compounds. These sources included Part 201 sites. The Part 201 sites that warrant additional investigation are locations with documented groundwater contamination that also had manufacturing or use histories consistent with PFAS contamination. Contaminated groundwater can enter the collection system from remediation strategies that were designed to address other contaminants but do not remove PFAS and discharge the processed water to the collection system. Three manufacturers of metal parts were also identified in the priority areas. These locations can be PFAS sources if they offer chrome plating services and need to complete PFAS use surveys if they have not already done so.

This data represents only one snapshot in time, but illustrates the facility achieved compliance with Rule 57 Surface Water Standards on 8/17/20. Effluent PFOS concentrations from the CRWRRF were below the surface water standards during the sampling event and the biosolids concentrations were well below the interim limit established by EGLE for biosolids spreading. Effluent PFOA concentrations were well below the surface water standards and there is no biosolids standard for PFOA.

Compound	Rule 57 Standard (ng/L)	Effluent (ng/L)	EGLE Interim Standard (µg/Kg)	Biosolids (µg/Kg)
Perfluorooctanoic acid (PFOA)	12,000	9.7	Not Established	1
Perfluorooctanesulfonic acid (PFOS)	12	6.8	150	6.8

The mass of PFAS were tracked as they entered and exited the CRWRRF. The compound PFOA increases as it moved through the facility, likely from the breakdown of unidentified PFAS compounds. Even though the mass of PFOA increase within the facility, the resulting concentration in the effluent is well below the water quality standards. The mass of PFOS drops as it moves through the facility by about half. Half of the starting mass ends in the effluent and biosolids and half of the mass is unaccounted for.

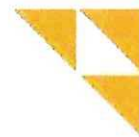
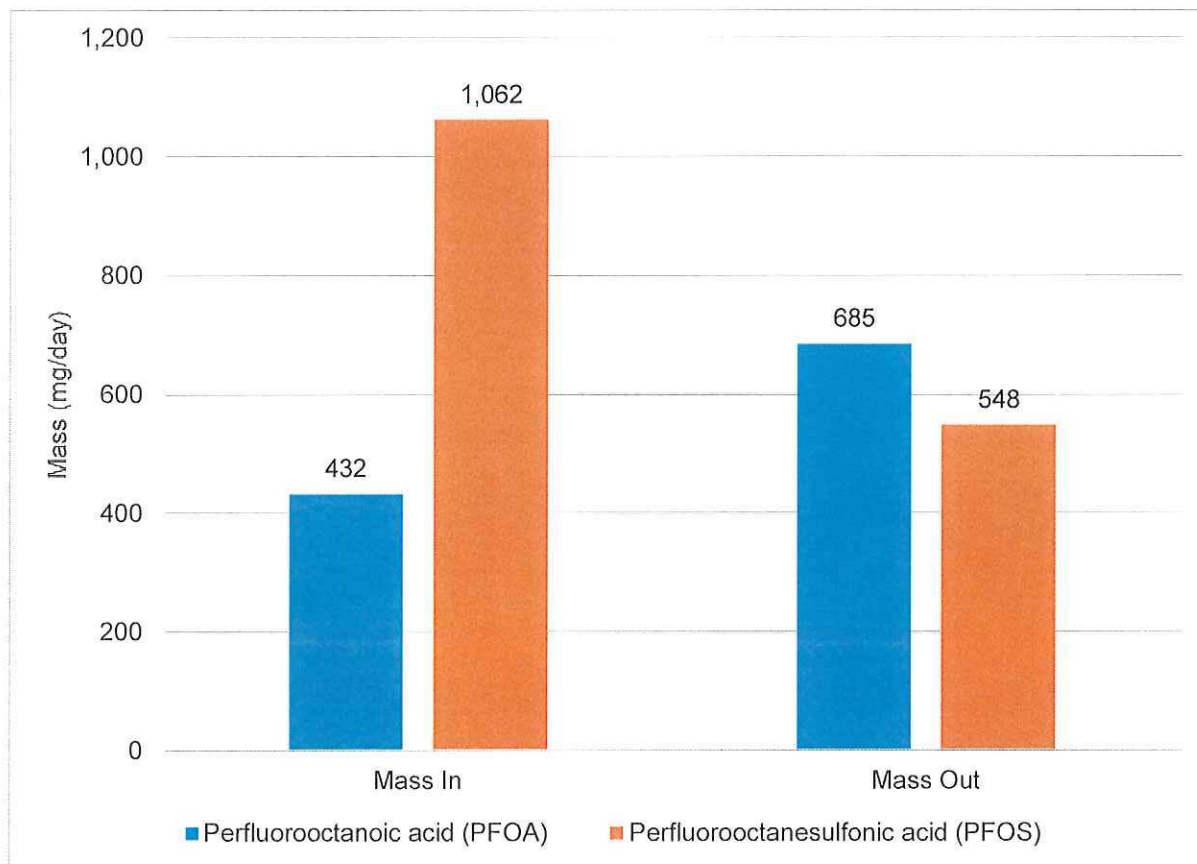


Figure 2. CRWRRF PFOS and PFOA Mass Balance



This project identifies several steps WRC can take to consistently meet effluent standards at the CRWRRF. These steps include:

- Manage Perry Street Lift Station pumping rates
- Establish PFAS Local Limits to bring known sources into compliance
- Require significant sources to develop PFAS minimization plans consistent with Local Limits
- Continue source tracking efforts by sampling at prioritized locations
- Send PFAS use surveys to industries involved in metal related manufacturing and those Non-domestic User Accounts that have a potential to contribute PFAS to the collection system
- Quantify wet weather PFAS loading
- Quantify PFAS air loss

This forward-thinking evaluation has demonstrated WRC's commitment to meet the Michigan PFAS standards by identifying significant sources that will enable WRC to require dischargers to meet discharge limits and protect the public health and water quality in the Clinton River.

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN - (Construction)

FROM: Shawn Phelps, Chief of Fiscal Services *FOR SHAWN PHELPS*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Board approval of payment of the following invoices:

	Ref No.	For	Amount
CDM Smith Michigan, Inc	TBP	Invoice # 49 - Engineering Admin - 04/11/21 - 05/08/21 - Proj 1-2181	15,687.70
CDM Smith Michigan, Inc	TBP	Invoice # 50 - Engineering Admin - 05/09/21 - 06/05/21 - Proj 1-2181	20,268.90
Dickinson Wright PLLC	TBP	Invoice # 1580699 - Legal Services - 04/30/21 - Proj #1-2181	787.50
		Total for Project # 1-2181	\$ 36,744.10

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the CLINTON RIVER WATER RESOURCE RECOVERY FACILITY DRAIN - (Maintenance)

FROM: Shawn Phelps, Chief of Fiscal Services
OCWRC Accounting

ED FOR SHAWN PHELPS

DATE: June 22, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of charges paid from the Drain Revolving Fund and Invoices for the period of May 17, 2021 to June 15, 2021.

Payable To	Ref No.	For	Amount
USA Blue Book	May 2021 Pcard	Pcard - Lab Supplies	\$ 1,773.19
USA Blue Book	May 2021 Pcard	Pcard - Lab Supplies	2,077.90
Amazon.com Inc	May 2021 Pcard	Pcard - Materials and Supplies	1,019.94
The Home Depot	May 2021 Pcard	Pcard - Materials and Supplies	3,010.56
McNaughton-McKay Electric Company	May 2021 Pcard	Pcard - Materials and Supplies	1,103.90
U S Geological Survey	TBP	Invoice # 90890628 - Stream Gauge Program	3,021.50
PVS Technologies Inc	V # 1528066	Invoice # 287194 - Chemical Treatment	2,300.10
PVS Technologies Inc	TBP	Invoice # 287960 - Chemical Treatment	10,232.64
PVS Technologies Inc	TBP	Invoice # 288064 - Chemical Treatment	2,326.62
PVS Technologies Inc	TBP	Invoice # 288921 - Chemical Treatment	2,367.42
Hamlett Environmental Technologies	TBP	Invoice # 2021523 - Material and Supplies	2,491.00
JCI Jones Chemicals Inc	TBP	Invoice # 853882 - Chemical Treatment	2,570.40
JCI Jones Chemicals Inc	V # 1531855	Invoice # 855279 - Chemical Treatment	2,312.85
Ovivo USA LLC	TBP	Invoice # 8480826 - Material and Supplies	1,347.50
Lowry Tire Company	V # 1531859	Invoice # 71761 - Contracted Services	1,190.62
Professional Building Services LLC	TBP	Invoice # 2374 - Contracted Services - May 2021	1,326.00
Atlas Copco Compressors LLC	TBP	Invoice # 1121047507 - Material and Supplies	1,711.69
Crane Technologies	TBP	Invoice # 0000558-IN - Contracted Services	3,715.10
Crane Technologies	TBP	Invoice # 0000448-IN - Contracted Services	11,653.06
One Stop Truck Crane & Fleet Service	TBP	Invoice 10116 - Contracted Services	3,331.53
Marine Pollution Control	TBP	Invoice # 39746 - Contracted Services	1,089.57
Primodel	V # 1531865	Invoice # 2021-0082 - Contracted Services	2,961.28
Pro-Seal Service Group	V # 1528065	Invoice # 210828 - Contracted Services	3,004.75
Praxair Distribution Inc	TBP	Invoice # 63576785 - Material and Supplies	2,975.00
Waste Management	V # 1533240	Invoice # 8528819-1714-4 - Garbage & Rubbish Disposal	1,312.74
Dickinson Wright PLLC	V # 1530652	Invoice # 1580705 - Legal Services - 4/30/2021	836.70
Davis & Davis Law Offices PLC	TBP	Invoice # OCWRC-05-31-21 - Legal Services - 01/12/21 - 5/31/21	15,228.75
Subtotal			\$ 88,292.31
Rental Property Maintenance			
Fishbeck	TBP	Invoice # 399494 - Engineering Admin - Proj #1-2787	\$ 16,728.34
Subtotal - Project 1-2787			\$ 16,728.34
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH030 - Contracted Services - 4/30/21 - Proj # 1-3246	\$ 14,132.98
CH2M Hill Engineers, Inc	TBP	Invoice # 683676CH031 - Contracted Services - 5/28/21 - Proj # 1-3246	\$ 50,946.23
Subtotal - Project 1-3246			\$ 65,079.21
OHM	TBP	Invoice # 334230 - Contracted Services - 05/22/21 - Proj # 1-3269	\$ 2,065.75
Subtotal - Project 1-3269			\$ 2,065.75
CSM Mechanical LLC	TBP	Invoice # 21-142Rent - Equipmental Rental - Proj #1-3429	\$ 1,767.70
CSM Mechanical LLC	TBP	Invoice # 21-142 - Rental Property Maintenance - Proj #1-3429	5,919.20
Subtotal - Project 1-3429			\$ 7,686.90
Total			\$ 179,852.51

6. George W. Kuhn Drain

AGENDA

DRAINAGE BOARD FOR THE GEORGE W. KUHN DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of May 18, 2021
3. Public Comments
4. Present Memorandum from Gary Nigro, P.E. Chief Engineer, dated June 22, 2021 requesting the Board approve the Design & Construction and the Operations Interface Agreements in the form substantially similar to those presented and authorize the Chairperson to execute the agreements
5. Present request for Board approval of payment of invoices in the amount of \$43,040.46
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**OAKLAND COUNTY
WATER RESOURCES COMMISSIONER****MEMORANDUM**

TO: Jim Nash, Chairman
George W. Kuhn Drainage Board

FROM: Gary Nigro, P.E. – Chief Engineer

SUBJECT: GWKDDD Agreements with Michigan Department of Transportation re: I-75
Modernization Segment 3 Improvements

DATE: June 22, 2021

The GWKDDD has been negotiating with the Michigan Department of Transportation ("MDOT") since the MDOT I-75 Project was started respecting two contract agreements.

1. I-75 MODERNIZATION SEGMENT 3 MDOT/GWKDDD DESIGN AND CONSTRUCTION (D&C) INTERFACE AGREEMENT
2. I-75 MODERNIZATION SEGMENT 3 MDOT/GWKDDD OPERATIONS INTERFACE AGREEMENT

BACKGROUND:

MDOT has entered into a design-build-finance-maintain contract ("Project Agreement") with a contractor, Oakland Corridor Partners ("Developer"), for the Michigan I-75 Modernization Project (Segment 3) DBFM from North of 13 Mile Road to North of 8 Mile Road; Job Number 201438; Control Section 63174, 63103; Federal Project Number 1800-984 ("Project"). The Project Agreement requires the Developer to comply with all agreements between MDOT and OCWRC regarding the Project Agreement subject matter.

The work to be performed by the Developer under the Project Agreement includes: (i) the design and construction of a storage and drainage tunnel ("Storage and Drainage Tunnel") which will collect storm water drainage from I-75 and adjacent Service Drives from 12 Mile Road to North of 8 Mile Road; (ii) the design and construction of a new pump station facility ("Pump Station") at the George W. Kuhn ("GWK") Retention Treatment Facility ("RTF") to pump the storm water from the tunnel into the GWK RTF; and (iii) the operation and maintenance of the Storage and Drainage Tunnel and maintenance of the Pump Station (collectively, "Work").

GWKDDD is the owner of the GWK RTF property where the Storage and Drainage Tunnel terminates and the Pump Station will be located. The Pump Station will discharge the storm water from MDOT highways into the GWK RTF or otherwise to the GWKDDD system. The GWKDDD wants to ensure, among other things, that during the construction of the Work, reasonable actions will be taken to prevent damage to the GWK RTF and the GWKDDD system and if damages occur, MDOT shall cause those damages to be remediated by the responsible party to the satisfaction of the OCWRC without expense to the GWKDDD.

Also, the GWKDDD will operate the Pump Station once constructed. GWKDDD wants to make sure the MDOT requires the Developer to interface with the GWKDDD and coordinate its obligations related to the Operations and Maintenance Work of the Project Agreement.

The Design & Construction and the Operations Interface Agreements are to promote those goals and provide for the appropriate terms for the construction and operation of the Pump Station and acceptance of flow into the GWKDDD. The agreements also address events which have taken place on the Project which have caused damage to the GWKDDD facilities, to include revisions to both the Design & Construction and Operations Interface Agreements with MDOT to, among other things, (1) better protect the GWKDDD going forward should such incidents continue to occur on the Project, and (2) address the fact that the Developer (P3) agreement did not include the GWKDDD as an additional insured or indemnified party.

Recommendation:

It is recommended that the GWKDDD approved Design & Construction and the Operations Interface Agreements in the form substantially similar to the attached and authorize the Chairperson or his authorized designee to sign the respective Design & Construction and the Operations Interface Agreements.

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the GEORGE W. KUHN DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *For Shawn Phelps*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Board approval of payment of the following invoices:

Payable To	Ref No.	For	Amount
OHM	TBP	Invoice # 333462 - Professional Services - 4/24/21	\$ 1,820.00
OHM	TBP	Invoice # 334283 - Professional Services - 05/22/21	2,030.00
Dickinson Wright, PLLC	TBP	Invoice # 1580680 - Legal Services - 04/30/2021	749.50
Dickinson Wright, PLLC	TBP	Invoice # 1580681 - Legal Services - 04/30/2021	6,925.63
Dickinson Wright, PLLC	TBP	Invoice # 1580682 - Legal Services - 04/30/2021	7,923.38
Dickinson Wright, PLLC	TBP	Invoice # 1580683 - Legal Services - 04/30/2021	2,314.05
Dickinson Wright, PLLC	TBP	Invoice # 1580689 - Legal Services - 04/30/2021	2,360.06
Dickinson Wright, PLLC	TBP	Invoice # 1580691 - Legal Services - 04/30/2021	2,282.72
Dickinson Wright, PLLC	TBP	Invoice # 1580693 - Legal Services - 04/30/2021	1,929.32
Dickinson Wright, PLLC	TBP	Invoice # 1580694 - Legal Services - 04/30/2021	2,326.13
Dickinson Wright, PLLC	TBP	Invoice # 1580695 - Legal Services - 04/30/2021	2,123.86
Dickinson Wright, PLLC	TBP	Invoice # 1580696 - Legal Services - 04/30/2021	2,289.04
Dickinson Wright, PLLC	TBP	Invoice # 1580697 - Legal Services - 04/30/2021	2,222.47
Dickinson Wright, PLLC	TBP	Invoice # 1580700 - Legal Services - 04/30/2021	2,781.80
Dickinson Wright, PLLC	TBP	Invoice # 1580702 - Legal Services - 04/30/2021	2,962.50
Subtotal			\$ 43,040.46
Total			\$ 43,040.46

7. Blue Heron Drain

AGENDA

DRAINAGE BOARD FOR BLUE HERON DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$4,846
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE BLUE HERON DRAIN**

October 22, 2019

A meeting of the Drainage Board for the Blue Heron Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held June 17, 2008 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,045 for the Blue Heron Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,045 as presented.

ADOPTED: Yeas - 3
Nays - 0

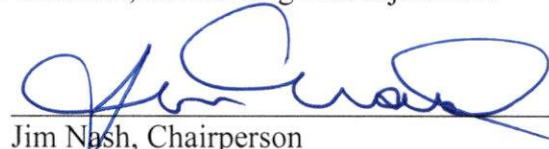
A request for reimbursement of the Drain Revolving Fund in the amount of \$335.46 (as attached) was presented. It was moved by Zack, supported by Woodward, to reimburse the Drain Revolving Fund in the amount of \$335.46 as presented.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.




Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Blue Heron Drain, Oakland County, Michigan, held on the 22nd day of October, 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board of the Blue Heron Drain Drainage District.



Jim Nash, Chairperson

Dated: November 5th, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Blue Heron Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	10/22/19	
Last Assessment:		\$6,045
Current Available Cash:		(\$46)

Expenditure History:	Fiscal Year	Amount
	2014	\$712
	2015	\$1,337
	2016	\$806
	2017	\$1,193
	2018	\$1,506
	2019	\$1,389
	2020	\$2,256

Estimated Expenditures:	Year	Amount
	2021	\$1,600
	2022	\$1,600
	2023	\$1,600
	Total	\$4,800

Recommended Assessment:

Current Cash Deficit	\$46
Total Anticipated Expenses 2021 - 2023	\$4,800

TOTAL RECOMMENDED ASSESSMENT	\$4,846
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Prepared by: <u>Michael R. McMahon</u>	Date: <u>June 22, 2021</u>
Michael R. McMahon, P.E. - Chief Engineer	
Approved by: <u>Steven Korth</u>	Date: <u>June 22, 2021</u>
Steven A. Korth, P.E. - Manager	

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE BLUE HERON DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of West Bloomfield	79.1100%	\$ 3,833.67	\$ 3,833.67	-	-
County of Oakland	20.8900%	\$ 1,012.33	\$ 1,012.33	-	-
Total	100.000%	\$ 4,846.00	\$ 4,846.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 5/26/1998.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Blue Heron Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Blue Heron Drain

The foregoing Special Assessment Roll for the maintenance of the Blue Heron Drain was approved by the Drainage Board on _____.

Jim Nash
Chairman of the Drainage Board for the Blue Heron Drain

8. Donohue Drain

AGENDA

DRAINAGE BOARD FOR THE DONOHUE DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$11,400
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE DONOHUE DRAIN**

October 22, 2019

A meeting of the Drainage Board for the Donohue Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held June 23, 2015 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,788 for the Donohue Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$10,788 as presented.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

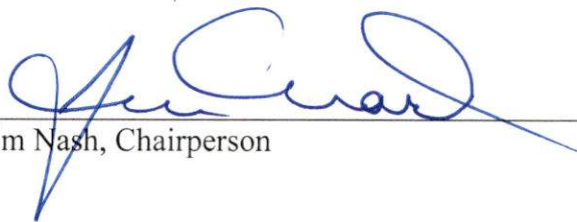


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Donohue Drain, Oakland County, Michigan, held on the 22nd day of October, 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board of the Donohue Drain Drainage District.



Jim Nash, Chairperson

Dated: November 5th, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Donohue Drain

Assessment for estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	10/22/19	
Last Assessment:		\$10,788
Current Available Cash:		\$3,514

Expenditure History:	Fiscal Year	Amount
	2014	\$2,542
	2015	\$3,635
	2016	\$540
	2017	\$1,567
	2018	\$4,923
	2019	\$739
	2020	\$4,467
Estimated Expenditures:	Year	Amount
	2021	\$3,800
	2022	\$3,800
	2023	\$3,800
	Total	\$11,400

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2021 - 2023	\$11,400
TOTAL RECOMMENDED ASSESSMENT	\$11,400

Prepared by: <u>Michael R. McMahon</u>	Date: <u>June 22, 2021</u>
Michael R. McMahon, P.E. - Chief Engineer	
Approved by: <u>Steven Korth</u>	Date: <u>June 22, 2021</u>
Steven A. Korth, P.E. - Manager	

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE DONOHUE DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of West Bloomfield	89.2800%	\$ 10,177.92	\$ 10,177.92	-	-
County of Oakland	10.7200%	\$ 1,222.08	\$ 1,222.08	-	-
<hr/>					
Total	100.000%	\$ 11,400.00	\$ 11,400.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 5/19/2009.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Donohue Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Donohue Drain

The foregoing Special Assessment Roll for the maintenance of the Donohue Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Donohue Drain

9. Fracassi Drain

AGENDA

DRAINAGE BOARD FOR THE FRACASSI DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of June 26, 2018
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$63,753
5. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$15,330.48
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE FRACASSI DRAIN**

June 26, 2018

A meeting of the Drainage Board for the Fracassi Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 26th day of June, 2018.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee,
Oakland County Board of Commissioners

ABSENT: Michael Gingell, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held April 24, 2018 were presented for consideration. It was moved by Middleton, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

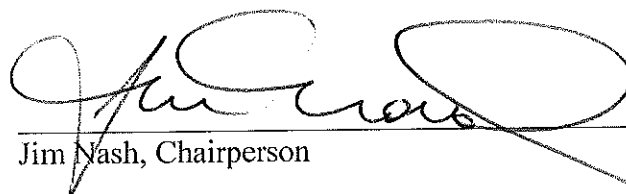
A Memorandum from James A. Wineka, P.E., Assistant Chief Engineer, dated June 26, 2018 (as attached) was presented recommending the Board authorize an expenditure of up to \$13,000 for storm drain cleaning and execute the attached contract with the Alliance of Rouge Communities to complete the project. It was moved by Middleton, supported by Nash, to authorize an expenditure of up to \$13,000 and execute the contract with the Alliance of Rouge Communities as presented.

ADOPTED: Yeas - 2
Nays - 0

It was moved by Nash, supported by Middleton, to certify attendance and authorize pro rata payment of \$25 per day to Mr. Middleton.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

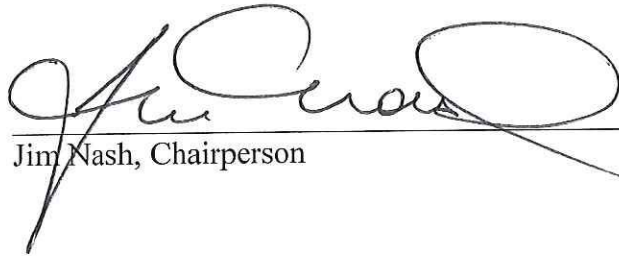


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Fracassi Drain, Oakland County, Michigan, held on the 26th day of June, 2018, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Fracassi Drain Drainage District.



Jim Nash, Chairperson

Dated: July 23, 2018

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Eracassi Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	12/16/14	
Last Assessment:		\$42,870
Current Available Cash:		(\$36,453)

Expenditure History:	Fiscal Year	Amount
	2014	\$2,120
	2015	\$1,908
	2016	\$5,534
	2017	\$18,671
	2018	\$2,021
	2019	\$9,860
	2020	\$17,715

Estimated Expenditures:	Year	Amount
	2021	\$9,100
	2022	\$9,100
	2023	\$9,100
	Total	\$27,300

Recommended Assessment:

Current Cash Deficit	\$36,453
Total Anticipated Expenses 2021 - 2023	\$27,300
Proposed Project Expenses	\$0
TOTAL RECOMMENDED ASSESSMENT	\$63,753

Prepared by: Michael R. McMahon Date: June 22, 2021
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: June 22, 2021
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

**SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE
OF THE FRACASSI DRAIN**

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Southfield	100.0000%	\$ 63,753.00	\$ 63,753.00	-	-
Total	100.000%	\$ 63,753.00	\$ 63,753.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 11/13/1974.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Fracassi Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Fracassi Drain

The foregoing Special Assessment Roll for the maintenance of the Fracassi Drain was approved by the Drainage Board on _____.

Jim Nash
Chairman of the Drainage Board for the Fracassi Drain

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the FRACASSI DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services  FOR SHAWN PHELPS
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Reimbursement of Drain Revolving Fund

The following is a detail of charges paid from the Drain Revolving Fund
for the period ending June 15, 2021.

Date	Ref No.	Paid To	For	Amount
1/16/2020	V # 1414926	United Resource	Invoice # 19-3234 - Contracted Services	\$ 6,876.04
1/31/2020	V # 1225766	United Resource	Invoice # 19-3254 - Contracted Services	3,158.00
2/28/2020	V # 1419888	Oakland Heights Development	Invoice # 4243-000015015 - Contracted Services	780.80
2/29/2020	V # 1425643	Oakland Heights Development	Invoice # 4243-000015047 - Contracted Services	903.57
4/30/2020	V # 1436430	United Resource	Invoice # 20-0008 - Contracted Services	75.00
5/15/2019	V # 1353915	East Jordan	Invoice # 110190026347- Contracted Services	167.07
12/31/2018	V # 1322305	United Resource	Invoice # 18-2815 - Contracted Services	3,370.00
Total				\$ 15,330.48

10. Hayes Drain

AGENDA

DRAINAGE BOARD FOR THE HAYES DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$6,300
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE HAYES DRAIN**

October 22, 2019

A meeting of the Drainage Board for the Hayes Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held March 24, 2015 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

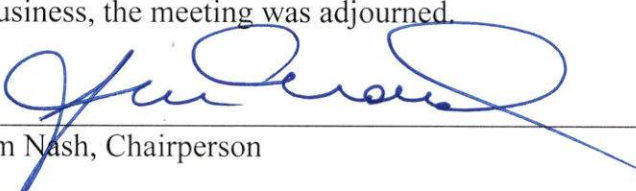
A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,687 for the Hayes Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$8,687 as presented.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Hayes Drain, Oakland County, Michigan, held on the 22nd day of October, 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board of the Hayes Drain Drainage District.



Jim Nash, Chairperson

Dated: November 5th, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Hayes Drain

Assessment for estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	10/22/19	
Last Assessment:		\$8,687
Current Available Cash:		\$2,030

Expenditure History:	Fiscal Year	Amount
	2014	\$1,663
	2015	\$1,773
	2016	\$1,195
	2017	\$1,653
	2018	\$1,525
	2019	\$1,987
	2020	\$2,321
Estimated Expenditures:	Year	Amount
	2021	\$2,100
	2022	\$2,100
	2023	\$2,100
	Total	\$6,300

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2021 - 2023	\$6,300
TOTAL RECOMMENDED ASSESSMENT	\$6,300

Prepared by: <u>Michael R. McMahon</u>	Date: <u>June 22, 2021</u>
Michael R. McMahon, P.E. - Chief Engineer	
Approved by: <u>Steven Korth</u>	Date: <u>June 22, 2021</u>
Steven A. Korth, P.E. - Manager	

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE HAYES DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of Commerce	20.2200%	\$ 1,273.86	\$ 1,273.86	-	-
Charter Township of West Bloomfield	77.3600%	\$ 4,873.68	\$ 4,873.68	-	-
County of Oakland	2.4200%	\$ 152.46	\$ 152.46	-	-
<hr/>					
Total	100.000%	\$ 6,300.00	\$ 6,300.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 4/14/1976.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Hayes Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Hayes Drain

The foregoing Special Assessment Roll for the maintenance of the Hayes Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Hayes Drain

11. Mullen Drain

AGENDA

DRAINAGE BOARD FOR THE MULLEN DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of January 27, 2015
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$23,155
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE MULLEN DRAIN**

January 27, 2015

A meeting of the Drainage Board for the Mullen Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 27th day of January, 2015.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Chairperson and Oakland County Water Resources Commissioner

Thomas F. Middleton, Chairperson of the Finance Committee,
Oakland County Board of Commissioners

ABSENT: Michael Gingell, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held January 12, 2010 were presented for consideration. It was moved by Middleton, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A Special Assessment Roll for Maintenance (as attached) in the amount of \$9,269 was presented. It was moved by Middleton, supported by Nash, that the Special Assessment Roll in the amount of \$9,269 be adopted.

ADOPTED: Yeas - 2
Nays - 0

It was moved by Nash, supported by Middleton, to certify attendance and authorize pro rata payment of \$25.00 per day to Mr. Middleton.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

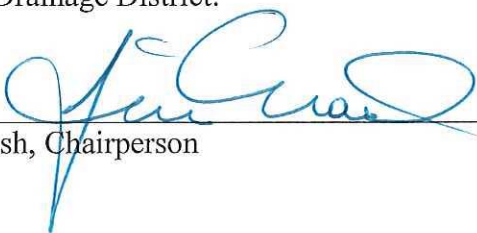


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Mullen Drain, Oakland County, Michigan, held on the 27th day of January, 2015, and that the said minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Mullen Drain Drainage District.



Jim Nash, Chairperson

January 30, 2015

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Mullen Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	01/27/15	
Last Assessment:		\$9,269
Current Available Cash:		(\$1,555)

Expenditure History:	Fiscal Year	Amount
	2014	\$878
	2015	\$2,149
	2016	\$1,285
	2017	\$858
	2018	\$2,137
	2019	\$2,271
	2020	\$2,355

Estimated Expenditures:	Year	Amount
	2021	\$2,500
	2022	\$2,500
	2023	\$2,500
	Total	\$7,500

Recommended Assessment:

Current Cash Deficit	\$1,555
Total Anticipated Expenses 2021 - 2023	\$7,500
Proposed Special Maintenance Expenses	\$14,100
TOTAL RECOMMENDED ASSESSMENT	\$23,155

Prepared by: <u>Michael R. McMahon</u>	Date: <u>June 22, 2021</u>
Michael R. McMahon, P.E. - Chief Engineer	
Approved by: <u>Steven Korth</u>	Date: <u>June 22, 2021</u>
Steven A. Korth, P.E. - Manager	

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE MULLEN DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of West Bloomfield	73.33165%	\$ 16,979.94	\$ 16,979.94	-	-
County of Oakland	26.66835%	\$ 6,175.06	\$ 6,175.06	-	-
<hr/>					
Total	100.000%	\$ 23,155.00	\$ 23,155.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 2/3/1969.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Mullen Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Mullen Drain

The foregoing Special Assessment Roll for the maintenance of the Mullen Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Mullen Drain

12. Powers Drain

AGENDA

DRAINAGE BOARD FOR THE POWERS DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 22, 2019
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$7,000
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE POWERS DRAIN**

October 22, 2019

A meeting of the Drainage Board for the Powers Drain was held in the office of the Oakland County Water Resources Commissioner, Public Works Building, One Public Works Drive, Waterford, Michigan at 2:00 p.m. on the 22nd day of October, 2019.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

David Woodward, Chairperson of the Oakland County Board of Commissioners

ABSENT: None

Minutes of the meeting held January 27, 2015 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,429 for the Powers Drain (as attached) were presented. It was moved by Woodward, supported by Zack, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$5,429 as presented.

ADOPTED: Yeas - 3
Nays - 0

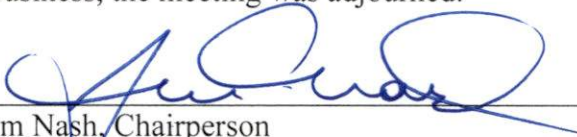
A request for reimbursement of the General Fund in the amount of \$8.62 (as attached) was presented. It was moved by Zack, supported by Woodward, that the General Fund be reimbursed in the amount of \$8.62.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.



Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Powers Drain, Oakland County, Michigan, held on the 22nd day of October, 2019, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board of the Powers Drain Drainage District.



Jim Nash, Chairperson

Dated: November 5th, 2019

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Powers Drain

Assessment for estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	10/22/19	
Last Assessment:		\$5,429
Current Available Cash:		\$461

Expenditure History:	Fiscal Year	Amount
	2014	\$714
	2015	\$2,068
	2016	\$843
	2017	\$767
	2018	\$1,112
	2019	\$1,349
	2020	\$1,507

Estimated Expenditures:	Year	Amount
	2021	\$1,500
	2022	\$1,500
	2023	\$1,500
	Total	\$4,500

Recommended Assessment:

Current Cash Deficit	\$0
Total Anticipated Expenses 2021 - 2023	\$4,500
Proposed Special Maintenance Expenses	\$2,500
TOTAL RECOMMENDED ASSESSMENT	\$7,000

Prepared by: <u>Michael R. McMahon</u>	Date: <u>June 22, 2021</u>
Michael R. McMahon, P.E. - Chief Engineer	
Approved by: <u>Steven Korth</u>	Date: <u>June 22, 2021</u>
Steven A. Korth, P.E. - Manager	

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE POWERS DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
Charter Township of West Bloomfield	80.4604%	\$ 5,632.23	\$ 5,632.23	-	-
County of Oakland	19.5396%	\$ 1,367.77	\$ 1,367.77	-	-
<hr/>					
Total	100.000%	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 1/20/1970.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Powers Drain for the fiscal years 2021- 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Powers Drain

The foregoing Special Assessment Roll for the maintenance of the Powers Drain was approved by the Drainage Board on _____ .

Jim Nash
Chairman of the Drainage Board for the Powers Drain

13. Rummell Drain

AGENDA

DRAINAGE BOARD FOR THE RUMMELL RELIEF DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of October 27, 2020
3. Public Comments
4. Present Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$136,417
5. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$116,299.98
6. Other business
7. Approve pro rata payment to Drainage Board members
8. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE RUMMELL RELIEF DRAIN**

October 27, 2020

A meeting of the Drainage Board for the Rummell Relief Drain was held at 2:00 p.m. on the 27th of October, 2020. The meeting was conducted electronically via GoToMeeting in accordance with the Open Meetings Act, PA 267 of 1976, as amended.

The meeting was called to order by the Chairperson.

PRESENT: Jim Nash, Oakland County Water Resources Commissioner

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners

ABSENT: David Woodward, Chairperson of the Oakland County Board of Commissioners

Minutes of the meeting held July 28, 2020 were presented for consideration. It was moved by Zack, supported by Nash, that the minutes be approved.

ADOPTED: Yeas - 2
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

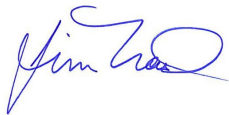
A request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$4,799.60 (as attached) was presented. It was moved by Zack, supported by Nash, that the invoices in the amount of \$4,799.60 be paid as presented.

ADOPTED: Yeas - 2
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack.

ADOPTED: Yeas - 2
Nays - 0

There being no further business, the meeting was adjourned.

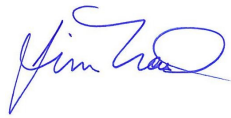


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Rummell Relief Drain, Oakland County, Michigan, held on the 27th day of October, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Rummell Relief Drain Drainage District.



Jim Nash, Chairperson

Dated: November 2 , 2020

OAKLAND COUNTY WATER RESOURCES COMMISSIONER
MAINTENANCE ASSESSMENT RECOMMENDATION FOR THE
Rummell Relief Drain

Assessment for current fund deficit and estimated maintenance expenses for fiscal years: 2021 through 2023

Date last assessment approved:	12/16/14	
Last Assessment:		\$71,734
Current Available Cash:		(\$109,717)

Expenditure History:	Fiscal Year	Amount
	2014	\$318,839
	2015	\$15,246
	2016	\$5,666
	2017	\$8,371
	2018	\$10,069
	2019	\$8,216
	2020	\$23,301

Estimated Expenditures:	Year	Amount
	2021	\$8,900
	2022	\$8,900
	2023	\$8,900
	Total	\$26,700

Recommended Assessment:

Current Cash Deficit	\$109,717
Total Anticipated Expenses 2021 - 2023	\$26,700
Proposed Project Expenses	\$0

TOTAL RECOMMENDED ASSESSMENT	\$136,417
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Prepared by: Michael R. McMahon Date: June 22, 2021
Michael R. McMahon, P.E. - Chief Engineer

Approved by: Steven Korth Date: June 22, 2021
Steven A. Korth, P.E. - Manager

Note: Current Available Cash as of April 30, 2021, Fiscal Services Division Report.

SPECIAL ASSESSMENT ROLL FOR THE MAINTENANCE OF THE RUMMELL RELIEF DRAIN

Public Corporation	*Percentage of Apportionment	Total Amount of Assessment	Payment #1	Payment #2	Payment #3
City of Lathrup Village	10.5002%	\$ 14,324.06	\$ 14,324.06	-	-
City of Southfield	69.6579%	\$ 95,025.22	\$ 95,025.22	-	-
County of Oakland	2.9877%	\$ 4,075.73	\$ 4,075.73	-	-
Southfield Township	1.1119%	\$ 1,516.82	\$ 1,516.82	-	-
Village of Beverly Hills	15.7423%	\$ 21,475.17	\$ 21,475.17	-	-
<hr/>					
Total	100.000%	\$ 136,417.00	\$ 136,417.00	\$ -	\$ -

*Apportionment based on Final Order of Apportionment dated 6/17/2003.

Assessment Payment Due Date(s): Payment #1 07/31/2021

I hereby certify that I have prepared the Special Assessment Roll for the Maintenance of the Rummell Relief Drain for the fiscal years 2021 - 2023 in accordance with the direction of the Drainage Board and the statutory provisions applicable thereto.

Jim Nash
Chairman of the Drainage Board for the Rummell Relief Drain

The foregoing Special Assessment Roll for the maintenance of the Rummell Relief Drain was approved by the Drainage Board on _____.

Jim Nash
Chairman of the Drainage Board for the Rummell Relief Drain

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the RUMMELL RELIEF DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *for Shawn Phelps*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Approval of Invoices

The following is a detail of Maintenance charges paid from the Drain Revolving
Fund for the period ending June 15, 2021.

Date	Ref No.	Paid To	For	Amount
3/31/2021	V # 1514721	Hubbell Roth & Clark, Inc	Invoice # 0185852 - Engineer Services - 01/23/21	\$ 3,795.30
3/31/2021	V # 1514726	Hubbell Roth & Clark, Inc	Invoice # 0185853 - Engineer Services - 01/23/21	2,181.88
1/21/2021	V # 1499622	DVM Utilities, Inc	Invoice # RUM-1 - Contracted Services	110,202.50
4/20/2020	V # 1434491	Oakland Heights Developmen	Invoice # 4243-000015174- 03/31/20	120.30
Total				<u>\$ 116,299.98</u>

14. Luz Drain

AGENDA

DRAINAGE BOARD FOR THE LUZ RELIEF DRAINS

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of November 17, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$7,850.32
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE LUZ RELIEF DRAIN**

November 17, 2020

A meeting of the Drainage Board for the Luz Relief Drain was held at 2:00 p.m. on the 17th of November, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held February 28, 2017 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.


A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$26,624 for the Luz Relief Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$26,624 as presented.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

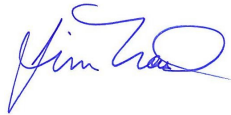


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Luz Relief Drain, Oakland County, Michigan, held on the 17th day of November, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Luz Relief Drain Drainage District.



Jim Nash, Chairperson

Dated: November 30, 2020

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the LUZ RELIEF DRAINS

FROM: Shawn Phelps, Chief of Fiscal Services *for Shawn Phelps*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Board approval of payment of the following Invoices:

<u>Paid To</u>	<u>Ref No.</u>	<u>For</u>	<u>Amount</u>
Pipeline Management Co. Inc	TBP	Invoice # 2021-052 - Inspection 5/7/21 - 05/21/21	\$ 7,850.32
			<u>\$ 7,850.32</u>

15. Nichols Drain

AGENDA

DRAINAGE BOARD FOR THE NICHOLS RELIEF DRAIN

June 22, 2021

1. Call meeting to order
2. Approve minutes of meeting of November 17, 2020
3. Public Comments
4. Present request for Board approval of payment of invoices and reimbursement of the Drain Revolving Fund in the amount of \$9,582.82
5. Other business
6. Approve pro rata payment to Drainage Board members
7. Adjourn

**MINUTES OF THE MEETING OF THE DRAINAGE BOARD
FOR THE NICHOLS RELIEF DRAIN**

November 17, 2020

A meeting of the Drainage Board for the Nichols Relief Drain was held at 2:00 p.m. on the 17th of November, 2020. The meeting was conducted electronically via GoToMeeting in accordance with PA 228 of 2020.

The meeting was called to order by the Chairperson. The Board indicated where they were physically located at the time of the meeting as follows:

PRESENT: Jim Nash, Oakland County Water Resources Commissioner, participating from Farmington Hills, Michigan.

David Woodward, Chairperson of the Oakland County Board of Commissioners, participating from Royal Oak, Michigan.

Helaine Zack, Chairperson of the Finance Committee, Oakland County Board of Commissioners, participating from Huntington Woods, Michigan.

Minutes of the meeting held June 25, 2019 were presented for consideration. It was moved by Zack, supported by Woodward, that the minutes be approved.

ADOPTED: Yeas - 3
Nays - 0

Chairperson Nash asked if there were any public comments. There were none.

A Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$173,009 for the Nichols Relief Drain (as attached) were presented. It was moved by Zack, supported by Woodward, to adopt the Maintenance Assessment Recommendation and Special Assessment Roll in the amount of \$173,009 as presented.

ADOPTED: Yeas - 3
Nays - 0

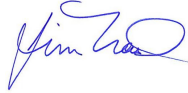
A request for Board approval for reimbursement of the Drain Revolving Fund in the amount of \$7,477.84 was presented. It was moved by Zack, supported by Woodward, to approve the reimbursement of the Drain Revolving Fund in the amount of \$7,477.84 as presented.

ADOPTED: Yeas - 3
Nays - 0

It was moved by Nash, supported by Zack, to certify attendance and authorize pro rata payment of \$25 per day to Ms. Zack and Mr. Woodward.

ADOPTED: Yeas - 3
Nays - 0

There being no further business, the meeting was adjourned.

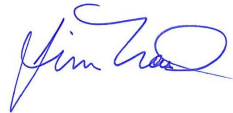


Jim Nash, Chairperson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

I, the undersigned, do hereby certify that the foregoing is a true and complete copy of the minutes of the Drainage Board of the Nichols Relief Drain, Oakland County, Michigan, held on the 17th day of November, 2020, and that the minutes are on file in the office of the Oakland County Water Resources Commissioner and are available to the public.

I further certify that the notice of the meeting was posted at least 18 hours in advance of the meeting at the office of the Oakland County Water Resources Commissioner which is the principal office of the Drainage Board for the Nichols Relief Drain Drainage District.



Jim Nash, Chairperson

Dated: November 30, 2020

MEMO TO: Mr. Jim Nash, Chairman
of the Drainage Board for the NICHOLS RELIEF DRAIN

FROM: Shawn Phelps, Chief of Fiscal Services *FOR SHAWN PHELPS*
OCWRC Accounting

DATE: June 22, 2021

SUBJECT: Request for Board approval of payment of the following Invoices

Payable To	Ref No.	For	Amount
Pipeline Management Co. Inc	TBP	Invoice # 2021-068 - Inspection - 05/24/21 - 06/04/21	\$ 9,582.82
		Total	\$ 9,582.82