



* Berkley * Beverly Hills * Bingham Farms * Birmingham
* Clawson * Huntington Woods * Lathrup Village * Pleasant Ridge
* Royal Oak * Southfield * Southfield Township

AGENDA

Regular Meeting – Wednesday, March 13, 2024 – 8:30 a.m.

Royal Oak Senior Center, 3500 Marais

1. Meeting Called to Order
2. Roll Call, Recognition of Visitors & Public Comment
3. Approval of Agenda
4. Approval of Minutes – Regular Meeting – February 14, 2024
5. Approval of Warrants – WA-863
6. **ADMINISTRATIVE REPORTS**
 - A. GLWA Rate Process for 2024/25
 - B. GLWA Issues
 - C. 2023 Consumer Confidence Reports
 - D. General Manager Transition Plan
 - E. Independent Contractor Agreement
 - F. FOIA Policy
 - G. SOCWA Updates

7. ITEMS NOT ON AGENDA

8. MONTHLY REPORTS

- A. Water Consumption Reports – February 2024
- B. Budget Analysis – February 2024
- C. Budget Analysis – July 2023 – February 2024
- D. Water Samples – February 2024
- E. Precipitation – Inches (Webster Pumping Station)

9. Adjournment

Notice: The Southeastern Oakland County Water Authority will provide necessary, reasonable auxiliary aids and services, such as signers, for the hearing impaired, or audiotapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to said meeting. Individuals with disabilities requiring auxiliary aids or services should contact the Southeastern Oakland County Water Authority by writing or calling: General Manager's Office, 3910 W. Webster Road, Royal Oak, MI 48073; (248) 288-5150.

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
Regular Meeting – February 14, 2024
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MINUTES OF THE REGULAR MEETING
OF THE
SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Wednesday, February 14, 2024 – Baldwin Public Library

The meeting was called to order at 8:30 a.m. by Mr. Jim Breuckman, Chair.

<u>Present</u>	<u>Votes</u>	<u>Municipality</u>
Shawn Young	2	Berkley
Neil Johnston (Alternate)	2	Beverly Hills
Kurt Jones	1	Bingham Farms
Melissa Coatta	5	Birmingham
Ryan McDonald (Alternate)	1	Clawson
Rocco Fortura	1	Huntington Woods
Mike Greene	1	Lathrup Village
Jim Breuckman	1	Pleasant Ridge
Aaron Filipski	10	Royal Oak
Patrick Ryan	15	Southfield
Neil Johnston (Alternate)	<u>1</u>	Southfield Township
 TOTAL	 40	

Absent
None

Also Present

Eric Griffin, General Manager
Jeff McKeen, SOCWA and SOCRRA
Bob Jackovich, Operations Manager
Robert Davis, General Counsel
Colette Farris, Organizational Development Manager

-11489 -

Motion by Mr. P. Ryan, supported by Mr. A. Filipski:

That the agenda be approved as submitted.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11490 -

Motion by Mr. M. Greene, supported by Mr. K. Jones:

That the January 10, 2024 Regular Meeting minutes be approved as submitted.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11491 -

Motion by Mr. K. Jones, supported by Mr. A. Filipski:

That Warrant No. WA-862 in the amount of \$2,379,086.76 be approved and payments authorized.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11492-

Motion by Mr. K Jones, supported by Mr. A. Filipski:

That the report on the GLWA Rate Process for 2024/25 be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11493-

Motion by Mr. P. Ryan, supported by Mr. M. Greene:

That the report on SOCWA Sales Rates 2024/25 be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11494-

Motion by Mr. K. Jones, supported by Mr. P. Ryan:

That SOCWA oppose SB 0549-0554 and HB 5088-5093 because the proposed legislation duplicates a viable and working system already in place under WRAP; and SOCWA, by its municipal members, urges the State elected representatives and the representatives from Oakland County to oppose this legislation, amending the resolution to include an additional clause outlining the difficulty of eliminating WRAP.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Ryan,
Johnston (30 votes)

Nays: Filipski (10 votes)

Absent: None

Motion Carried.

-11495-

Motion by Mr. P. Ryan, supported by Mr. M. Greene:

That the report on GLWA issues be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11496-

Motion by Mr. M. Greene, supported by Mr. P. Ryan:

That the Quarterly Report – Second Quarter 2023-2024 be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11497-

Motion by Mr. A. Filipski, supported by Mr. K. Jones:

That the Quarterly Legal Report be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11498-

Motion by Mr. P. Ryan, supported by Mr. M. Greene:

That the investments report made by the Authority for July 1, 2023 to December 31, 2023 be received and filed and made a part of the Board record.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)
Nays: None
Absent: None

Motion Carried.

-11499-

Motion by Mr. P. Ryan, supported by Mr. K. Jones:

That the Board accept the quote from Somerset Painting for painting selected areas of the Webster Station at a price of \$11,549 contingent upon the contractor delaying the work until after the new fiscal year.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)
Nays: None
Absent: None

Motion Carried.

-11500-

Motion by Mr. S. Young, supported by Mr. P. Ryan:

That the Authorities' Personnel Policies be revised to allow Medicare-eligible employees to be reimbursed for the standard monthly Part B Medicare premium and the incremental cost for the Authorities' health insurance.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)
Nays: None
Absent: None

Motion Carried.

-11501-

Motion by Mr. P. Ryan, supported by Mr. M. Greene:

That the report on the General Manager transition plan be received and filed.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11502-

Motion by Mr. P. Ryan, supported by Mr. M. Greene:

That the Independent Contractor Agreement is approved.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11503-

Motion by Mr. P. Ryan, supported by Ms. M. Coatta:

That the General Manager Eric Griffin is authorized to be the primary signer for all SOCWA and SOCRRA accounts with Jeff McKeen being designated as an authorized signer for all SOCWA and SOCRRA accounts.

ROLL CALL VOTE

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

Motion Carried.

-11504-

Motion by Mr. P. Ryan, supported by Mr. K. Jones:

That the meeting be adjourned.

Yeas: Young, Johnston, Jones, Coatta, McDonald, Fortura, Greene, Breuckman, Filipski,
Ryan, Johnston (40 votes)

Nays: None

Absent: None

The meeting was adjourned at 10:07 a.m.

APPROVED: _____
Chair

Secretary

SOCWA
CHECK WARRANT
FEBRUARY 2024

WA 863
ACCT. 1020

CHECK #	PAYEE	AMOUNT	PURPOSE
58747	Great Lakes Water Authority	2,029,550.74	Purchase of Water
58748	Airgas USA LLC	152.46	Supplies - Webster
58749	Big D Lock City	20.00	Maintenance of Equipment
58750	Davis Listman	2,036.56	Legal Services
58751	Durst Lumber Company	68.09	Maintenance of Building, Tools - Webster
58752	Employee Optical Dental Reimbursement	259.00	Employee Optical Dental Reimbursement
58753	Home Depot Credit Services	815.72	Maintenance of Building - Webster, Personnel Improvement
58754	O'Reilly Auto Parts	88.90	Maintenance of Equipment
58755	Satterlund Supply Company	217.57	Maintenance of Equipment - Gare
58756	UWA Local 413	495.00	Union Dues
58757	Galloup	305.18	Maintenance of Equipment - Gare
58758	TWN Consulting LLC	125.00	Consulting
58759	Paragon Laboratories Inc	307.50	Regulatory Testing
58760	Suburban Commercial Cleaning	520.00	Office Cleaning
58761	Eurofins Eaton Analytical LLC	445.00	Regulatory Testing
58762	Utilities Instrumentation Service	1,559.89	Maintenance of Equipment - Shafter
58763	D'Angelo Brothers	498,798.82	Lead Service Line Replacement - RO
58764	Acme Ladder & Supply	30.60	Tools - Webster
58765	Harbor Freight Tools	61.96	Safety, Maintenance of Building, Supplies - Webster
58766	Durst Lumber Company	49.56	Maintenance of Building - Webster
58767	Home Depot Credit Services	119.73	Maintenance of Building - Webster
58768	The City of Southfield	5.42	Utilities - Buchanan
58769	Southfield Muffler	144.95	Maintenance of Equipment - Webster
58770	Paragon Laboratories Inc	1,025.00	Regulatory Testing
58771	Milliman Inc.	6,300.00	Consulting
58772	Staples	465.08	Office Expense
58773	Gary Knurek Inc.	369.54	Maintenance of Equipment - Webster
58774	MissionSquare	1,822.83	Deferred Compensation
58775	Transformer Inspection Retrofill	1,680.00	Maintenance of Equipment - Shafter
58776	Blue Cross Blue Shield of Michigan	23,771.63	Health Insurance
58777	Batteries Plus Bulbs MH #655	18.54	Supplies - Webster
58778	The City Of Lathrup Village	186.00	Refund for Regulatory Testing
58779	Pristine Clean LLC	552.30	Carpet Cleaning

SOCWA
CHECK WARRANT
FEBRUARY 2024

WA 863

ACCT. 1020

CHECK #	PAYEE	AMOUNT	PURPOSE
58780	CGS Inc.	990.00	Safety Training - Webster
58781	Durst Lumber Company	28.17	Maintenance of Equipment - Webster
58782	Harbor Freight Tools	21.97	Tools - Webster
58783	Home Depot Credit Services	19.97	Supplies - Webster
58784	MML Workers' Compensation Fund	14,803.00	Payroll Audit
58785	O'Reilly Auto Parts	24.99	Tools - Webster
58786	Satterlund Supply Company	57.69	Maintenance of Equipment - Webster
58787	Transformer Inspection Retrofill	3,360.00	Maintenance of Equipment - Webster
58788	Environmental Resource Associates	428.56	Supplies - Webster
58789	Paragon Laboratories Inc	798.00	Regulatory Testing
58790	Employee Optical Dental Reimbursement	157.00	Employee Optical Dental Reimbursement
58791	WATERTAP INC.	25,455.00	Construction in Progress
58792	MissionSquare	1,776.18	Deferred Compensation
ACH	Alerus - MERS Plan Payments	3,814.53	Deferred Compensation - HCSP, Defined Contribution & 457
ACH	Ascentis	127.00	Monthly Timeclock Charges
ACH	TelNet Worldwide	217.17	Telephone
ACH	The TM Group	500.00	Consulting
EPAY	Applied Imaging	101.20	Copier & Printer Maintenance
EPAY	AT&T	574.24	Cell Phones/Internet/Website
EPAY	Comcast	86.90	Internet/Website
EPAY	Consumers Energy	3,906.49	Natural Gas Service, all locations
EPAY	DTE	7,483.49	Electric Service, multiple locations
EPAY	Flagstar	3,690.28	Credit Card, Details on last page
EPAY	MERS of Michigan	7,740.67	Defined Benefit
EPAY	Pitney Bowes Lease	214.14	Postage Machine
EPAY	Verizon	275.22	Internet/Website/SCADA

OPERATION & MAINTENANCE FUND

2,649,020.43

SOCWA
CHECK WARRANT
FEBRUARY 2024

I HEREBY CERTIFY THAT I HAVE EXAMINED THE INVOICES COVERED BY THE ABOVE VOUCHERS FOR RECEIPT OF MATERIALS OR SERVICES RENDERED AND THAT THE PRICES AND COMPUTATIONS ARE CORRECT.

Treasurer

General Manager

Secretary

The payments listed above were presented to the Board of Trustees and were reviewed with no objection on March 13, 2024.

SOCWA
CHECK WARRANT
FEBRUARY 2024

WA 863
ACCT. 1020

	PAYEE	AMOUNT	PURPOSE
EPAY	Flagstar Credit Card - Detail	11.24	Administrative Office Expense
		24.48	Administrative Office Expense
		4.79	Supplies
		11.11	Administrative Office Expense
		182.19	Personnel Improvement
		42.36	Administrative Office Expense
		989.98	Maintenance of Equipment
		57.20	Administrative Office Expense
		94.06	Supplies
		175.00	Personnel Improvement
		162.29	Administrative Office Expense
		44.48	Administrative Office Expense
		10.00	Maintenance of Equipment
		9.00	Maintenance of Equipment
		15.00	Maintenance of Equipment
		38.80	Personnel Improvement
		36.61	Administrative Office Expense
		17.53	Administrative Office Expense
		14.89	Administrative Office Expense
		28.33	Administrative Office Expense
		34.97	Administrative Office Expense
		1,349.20	Maintenance of Equipment
		25.83	Administrative Office Expense
		76.44	Administrative Office Expense
		95.50	Administrative Office Expense
		139.00	Administrative Office Expense
		3,690.28	

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: GLWA Rate Process for 2024/25

Board Members:

The GLWA Board held a public hearing and vote regarding the fiscal year 2025 water rates on February 28, 2024. There were no public comments. The rates passed unanimously, and the four meetings scheduled in March were cancelled. SOCWA will see a 3.06% rate increase based on projected volumes.

Through a water rate methodology subgroup that SOCWA participated in, there were some minor changes to how charges are derived. In summary there was simplification of the cost pools and the addition of the **Water Delivery Factor** that serves as a proxy for customer distance and elevation. The cost pools are now Commodity, Max Day, and Peak Hour which are applied as 10%, 50%, and 40% respectively. This may have been an over-simplification of the derivation of the costs, but it may also benefit SOCWA long-term if we are able to negotiate a lower Max Day and Peak Hour. We will be discussing that possibility with GLWA this spring.

The 3.06% rate increase proposed by GLWA for SOCWA can be broken down into the following components:

General rate increase	+4.08%
Increased investment earnings	-1.66%
Decreased water sales	+0.83%
Cost shifts to Detroit and Flint	<u>-0.19%</u>
Total	+3.06%

There are no charges relating to Highland Park's previous unpaid water bills in the FY25 rates and GLWA is assuming that they will receive full payment from Highland Park for FY25.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: "That the report on the GLWA Rate Process for 2024/25 be received and filed."

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: GLWA Issues

Board Members:

This report is intended to update the Board on the Highland Park unpaid bill issue issues and other recent developments concerning GLWA.

Highland Park Settlement

The parties continue to work on the implementation of the term sheet that outlined the settlement between GLWA, Highland Park and the State of Michigan. The State legislation has approved the funding for GLWA capital improvement projects (\$5 million for the water system and \$25 million for the sewer system) and the Governor has signed the legislation. GLWA continues to monitor the progress on the many issues that are required to implement the settlement. This will be an effort that continues over many months. Highland Park City Council "conditionally" approved the state-brokered deal to settle the city's estimated \$55 million water and sewerage debt on March 4th. Progress is slowly moving towards resolution. The proposed bill credits from GLWA will not be issued until all these issues are resolved.

GLWA Planned Budget Increases

Upon formation of GLWA, the lease documents required a maximum annual increase in revenue requirement to be at or below 4% for the first 10 years. This is referred to as the “4% promise”. Fiscal Year 2025 is the last year of the 4% promise and GLWA has communicated that they expect water system revenue requirement (budget) increases of 6.4 to 7.5% from FY 2026 through 2029 and 6.0% thereafter through FY 2034. Charges have been low with an eight-year average of 2.3% but GLWA is preparing increases. The budget increases will still be open to negotiation and approval, but this has to be watched closely and would have a significant impact on SOCWA costs.

Year	Water
2018	1.8%
2019	1.8%
2020	0.6%
2021	3.2%
2022	1.5%
2023	3.7%
2024	2.75%
2025	3.25%
8-Year Average	2.3%

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: “That the report on GLWA Issues be received and filed.”

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: 2023 Consumer Confidence Reports

Board Members:

SOCWA will be receiving the information that is required to complete the Consumer Confidence Report (CCR) from GLWA soon. The CCR information will then be e-mailed to a contact person at each member community. The 2023 report must be distributed to your residents by July 1, 2024. **EGLE will impose fines if you do not meet this deadline.**

Each community is requested to send their as published Consumer Confidence Report and the completed Certificate of Distribution to EGLE and to the Oakland County Health Department following the instructions that will be provided with your CCR information. Please also forward copies of both the CCR and the completed Certificate of Distribution to Bob Jackovich at the SOCWA office.

Please call Bob Jackovich if your community has any questions regarding the CCR.

Respectfully submitted,

Eric L. Griffin
General Manager

Suggested Resolution: "That the report on the 2023 Consumer Confidence Reports be received and filed."

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: General Manager Transition Status

Board Members:

The first four weeks of my transition to General Manager has gone very well. I found the staff to be welcoming and supportive and patient as I get up to speed. There has been a tremendous amount to learn about all facets of the two Authorities, but I have found good systems and processes in place. It is a very exciting role, and I am thrilled that I was given the opportunity to lead these organizations.

We have been following the transition plan that was outlined at the February Board meeting. We held individual meetings with some members of the Board and external stakeholders, but it will take us longer than anticipated to complete those meetings.

Flagstar, our primary bank, had a major system implementation on February 19th. As a result, they have been unable to provide me with complete access to all of the required banking functions. Those issues combined with Flagstar's questionable financial position has caused us to begin considering our options for replacing them as our primary bank. If Colleen, Jeff and I agree that we should replace Flagstar as our primary bank in the next two weeks, we may make that change and ask for Board ratification of the decision at the April 10th Board meeting.

Our priorities for the next month are:

- Complete individual Board member meetings
- Continue external stakeholder meetings
- Develop FY25 budgets
- Quarterly Reports

We are on target to complete the transition activities by Jeff's May 1, 2024 retirement date.

Respectfully submitted,

Eric L. Griffin
General Manager

Suggested resolution: "That the report on the General Manager Transition Status be received and filed."

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority
SOCRRA

Subject: Independent Contractor Agreement

Board Members:

At the February board meeting a draft contract for Jeff McKeen was approved to provide consulting services to the Authorities after his retirement. We are proposing a change to the contract for May and June 2024 for review by the Boards. For the first two months of the contract, I am proposing that Mr. McKeen be allowed to provided unlimited hours to SOCWA and SOCRRA without board approval. The rest of the Agreement remains the same:

1. An independent contractor relationship
2. A three-year agreement that can be terminated by either party with 30 day notice
3. Unlimited hours of consulting at the request of the General Manager for the months of May 2024 and June 2024.
4. A maximum of 10 hours of consulting per month at the request of the General Manager for the remaining term of the contract. Additional hours would require Board approval.
5. A prohibition against employment or consulting for any member municipality or any entity with a contractual relationship with SOCWA or SOCRRA, including GLWA.

Following Board approval of these revisions we will move forward with the execution of the contract.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested resolution: "That the Independent Contractor Agreement is approved."

INDEPENDENT CONTRACTOR AGREEMENT
FOR CONSULTING SERVICES

This Agreement, made this ___ day of March, 2024, is made between the Southeastern Oakland County Water Authority and the Southeastern Oakland County Resource Recovery Authority, hereinafter referred to as "Authority", with a principal place of business at 3910 W. Webster Road, Royal Oak, MI 48073, and Mr. Jeff McKeen ("Contractor"), with a principal place of business at 59 Stonehurst, Grosse Pointe Shores, MI 48236, and for its terms states the following:

RECITALS

WHEREAS, the Authority consists of two (2) entities enabled by the State Statutes that service constituent municipal entities for water and trash services; and

WHEREAS, the Authority is managed by a General Manager appointed and functioning at the direction of the Authority Boards; and

WHEREAS, Mr. Jeff McKeen has served at the General Manager since 2002 and will retire in May of 2024; and

WHEREAS, the new General Manager and the Authority both wish to engage Jeff McKeen to provide ongoing consulting services as set forth herein; and

WHEREAS, Jeff McKeen is willing and has the time, skill and know how to provide the consulting services as set forth herein; and

WHEREAS, both the Authority and Jeff McKeen agree they are authorized to enter into this Agreement and be bound by its terms.

NOW, THEREFORE, the parties do hereby agree to the terms and conditions set forth herein with valuable consideration accepted and acknowledged.

1. **Term of Agreement.** This Agreement is effective when signed by both parties and shall continue for a period of three (3) years. This Agreement may be extended or renewed by written Agreement signed by both parties.

2. **Terminating the Agreement.** Either party may terminate, for any reason and at will, this Agreement by giving thirty (30) days written notice of termination to the other party.

3. **Services to be Performed under the Agreement.** Contractor agrees to perform the following services for Authority at the request of the Authority General Manager:

- In office or remote consulting services on Authority operations and community relationships as necessary, commencing May 1, 2024 with unlimited hours for the months of May and June 2024. Thereafter, a maximum of ten (10) hours per month, unless additional hours are authorized by the Board.

4. **Payment.** In consideration for the services to be performed by Contractor, Authority agrees to pay Contractor the sum of \$150.00/per hour.

5. **Terms of Payment and Payment Process.** Contractor shall invoice Authority (distinguished between time allocated to SOCRRA and SOCWA) on a monthly basis for each consulting service that has been completed by Contractor. Contractor shall invoice at quarter hour increments. Each request for in-office consulting services shall be invoiced at a two (2) hour minimum. Authority shall pay Consultant within thirty (30) days of an invoice presented under this Agreement.

6. **Conflicts.** During the Agreement, Contractor agrees not to provide consulting services of any kind or employment to any other entity that conflicts with Contractor's consulting services or employment under this Agreement. This includes, but is not limited to, any constituent municipal entity of SOCRRA or SOCWA, the Great Lakes Water Authority and any entity currently in a contract relationship with either SOCRRA or SOCWA.

7. **Expenses.** Contractor shall be responsible for all expenses incurred while performing consulting services under this Agreement. This includes any license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; telephone; and all salary, expenses, and other compensation paid to employees or contract personnel that Contractor hires to complete the work under this Agreement.

8. **Materials.** Contractor will furnish all materials and supplies used to provide the consulting services under the terms of this Agreement.

9. **Independent Contractor Status.** The parties agree that Contractor is an independent contractor, and that Contractor shall not be deemed to be an employee of Authority under this Agreement. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- The services required by this Agreement shall be performed by Contractor, or Contractor's employees or contract personnel, and Authority shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Authority in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Authority to devote full time to the performance of the services required by this Agreement.

- The Contractor does not receive the majority of its annual compensation from Authority.

The parties acknowledge and agree that the Authority is entering into this Agreement with reliance on the representations made by Contractor relative to its independent contractor status.

10. **Permits and Licenses.** Contractor declares that Contractor has complied with all applicable federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement. Contractor agrees Contractor will maintain, in good standing, a Michigan Professional Engineering License at all times during the Agreement.

11. **State and Federal Taxes.** Authority will not

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf, or
- make state or federal unemployment compensation contributions on Contractor's behalf, or withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing any consulting services under this Agreement, including all applicable income taxes.

12. **Fringe Benefits.** Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Authority of any kind.

13. **Worker's Compensation.** Authority shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance and provide Authority with a certificate of worker's compensation insurance before the employees begin work.

14. **Unemployment Compensation.** Authority shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement. If a Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Authority under this Agreement.

15. **Insurance.** Contractor, as an independent contractor, agrees to indemnify, defend, and hold harmless Authority from any and all liability arising out of or in any way related to Contractor's performance of services during the term of this Agreement, including any liability resulting from intentional or reckless acts or the acts of the employees or agents of Contractor.

16. **Exclusive Agreement.** This is the entire Agreement between Contractor and Authority.

17. **Modifying the Agreement.** This Agreement may only be modified by a writing signed by both parties.

18. **Confidentiality.** Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Authority without Authority's prior written permission except to the extent necessary to perform services on Authority's behalf. Proprietary or confidential information includes

- the written, printed, graphic, or electronically recorded materials furnished by Authority for Contractor to use;
- business plans, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind; and
- information belonging to customers and suppliers of Authority about whom Contractor gained knowledge as a result of Contractor's services to Authority. Contractor shall not be restricted in using any material that is publicly available, already in Contractor's possession, or known to Contractor without restriction, or that is rightfully obtained by Contractor from sources other than Authority. On termination of Contractor's services to Authority, or at Authority's request, Contractor shall deliver to Authority all materials in Contractor's possession relating to Authority's business.

19. **Disputes Resolution.** Any and all disputes, controversies, or claims arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, and any claim that Authority violated any state or federal statutes, common-law doctrine, or committed any tort with respect to Contractor shall, on the request of either party, be submitted to and settled by arbitration in the State of Michigan pursuant to the rules, then in effect, of the American Arbitration Association (or at any other place or under any other form of arbitration mutually acceptable to the parties involved). This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed, in writing, with the other party to this Agreement within a reasonable time after the claim, dispute, or other matter in question arose where the party asserting the claim should reasonably have been aware of it, but in no event later than the applicable Michigan statute of limitations. Cost of arbitration shall be shared equally by the parties, provided that each party shall pay for and bear the cost of their own experts, evidence, and attorney fees. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

20. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan and shall be deemed to be mutually drafted by the parties.

21. **Notices.** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be (a) personally delivered; (b) sent by registered or certified mail, postage prepaid, return receipt requested; or (c) sent by an overnight express courier service that provides written confirmation of delivery to Authority at [address] and to Contractor at the address shown below under Contractor's signature. Each such notice or other communication shall be deemed given, delivered, and received on its actual receipt, except that if it is mailed in accordance with this paragraph, then it shall be deemed given, delivered, and received on the delivery date or the date on which delivery is refused by the addressee, in either case, in accordance with the U.S. Postal Service's return receipt. Any party to this Agreement may give a notice of a change of its address to the other party(ies) to this Agreement.

22. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Authority's behalf.

23. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without Authority's prior written approval.

Signatures:

AUTHORITY:

For SOCRRA

By: _____

Its:

Dated: February ____, 2024

For SOCWA

By: _____

Its:

Dated February ____, 2024

CONTRACTOR:

/s/ _____

Jeff McKeen
59 Stonehurst
Grosse Pointe Shores, MI 48236

Dated: February ____, 2024

March 7, 2024

Board of Trustees
Southeastern Oakland County Water Authority

Subject: FOIA Policy

Board Members:

Mr. Davis has developed the attached FOIA policy in order to be in compliance with recent changes in state law. I am recommending that the Board approve the attached FOIA policy.

Respectfully submitted,

Eric L Griffin
General Manager

Suggested Resolution: "That the Board approve the attached FOIA policy."

SOUTHEASTERN OAKLAND COUNTY

WATER AUTHORITY

Public Summary of FOIA Procedures and Guidelines

It is the public policy of this state that all persons (except those persons incarcerated in state or local correctional facilities) are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and public employees.

The people shall be informed so that they may fully participate in the democratic process.

Consistent with the Michigan Freedom of Information Act (FOIA), Public Act 442 of 1976, the following is the Written Public Summary of the Southeastern Oakland County Resource Recovery Authority (“SOCWA”) FOIA Procedures and Guidelines relevant to the general public.

This is only a summary of SOCWA’s FOIA Procedures and Guidelines. For more details and information, copies of SOCWA’s FOIA Procedures and Guidelines are available at no charge at SOCWA’s offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073** and on SOCWA’s website: **www.SOCWA.org**.

1. How do I submit a FOIA request to SOCWA?

- A request must sufficiently describe a public record so as to enable SOCWA to find it.
- Please include the words “FOIA” or “FOIA Request” in the request to assist SOCWA in providing a prompt response.
- Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by SOCWA’s may be submitted on SOCWA’s FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.

- Any verbal request will be documented by SOCWA on SOCWA's FOIA Request Form.
- No specific form to submit a written request is required. However a FOIA Request Form and other FOIA-related forms are available for your use and convenience on SOCWA's website at: www.SOCWA.org, and at SOCWA's offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073.**
- Written requests may be delivered to SOCWA's FOIA Coordinator at SOCWA's offices in person or by mail:

SOCWA, 3910 W. Webster Road, Royal Oak, Michigan 48073.

- Requests may be faxed to **SOCWA's FOIA Coordinator – General Manager** at (248) 435-0310. To ensure a prompt response, faxed requests should contain the term "FOIA" or "FOIA Request" on the first/cover page.
- Requests may be emailed to: _____@SOCWA.org, to ensure a prompt response, email requests should contain the term "FOIA" or "FOIA Request" in the subject line.

2. What kind of response can I expect to my request?

- Within 5 business days after receiving a FOIA request SOCWA will issue a response. If a request is received by fax or email, the request is deemed to have been received on the following business day. SOCWA will respond to your request in one of the following ways:
 - Grant the request,
 - Issue a written notice denying the request,
 - Grant the request in part and issue a written notice denying in part the request,

- Issue a notice indicating that due to the nature of the request SOCWA needs an additional 10 business days to respond, or
- Issue a written notice indicating that the public record requested is available at no charge on SOCWA's website: www.SOCWA.org
- If the request is granted, or granted in part, SOCWA will ask that payment be made for the allowable fees associated with responding to the request before the public record is made available.
- If the cost of processing the request is expected to exceed \$50, or if you have not paid for a previously granted request, SOCWA will require a deposit before processing the request.

3. What are SOCWA's deposit requirements?

- If SOCWA made a good faith calculation that the total fee for processing the request will exceed \$50.00, SOCWA will require that you provide a deposit in the amount of 50% of the total estimated fee. When SOCWA requests the deposit, it will provide you a non-binding best efforts estimate of how long it will take to process the request after you have paid your deposit.
- If SOCWA receives a request from a person who has not paid SOCWA for copies of public records made in fulfillment of a previously granted written request, the SOCWA will require a deposit of 100% of the estimated processing fee before it begins to search for the public record for any subsequent written request when **all** of the following conditions exist:
 - The final fee for the prior written request is not more than 105% of the estimated fee;
 - The public records made available contained the information sought in the prior written request and remain in SOCWA's possession;

- The public records were made available to the individual, subject to payment, within the best effort time frame estimated by SOCWA to provide the records;
 - Ninety (90) days have passed since SOCWA notified the individual in writing that the public records were available for pickup or mailing;
 - The individual is unable to show proof of prior payment to SOCWA; and
 - SOCWA has calculated an estimated detailed itemization that is the basis for the current written request's increased fee deposit.
- SOCWA will not require the 100% estimated fee deposit if any of the following apply:
 - The person making the request is able to show proof of prior payment in full to SOCWA;
 - SOCWA is subsequently paid in full for all applicable prior written requests; or
 - Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to SOCWA.

4. How does SOCWA calculate FOIA processing fees?

The Michigan FOIA statute permits SOCWA to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to SOCWA.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to SOCWA.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on SOCWA website if you ask for SOCWA to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on SOCWA's website if you ask for SOCWA to make copies.
- The cost to mail or send a public record to a requestor.

Labor Costs

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid SOCWA employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits. SOCWA may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$61.98 (6 times the state minimum hourly wage)

A labor cost will not be charged for the search, examination, review and the deletion and separation of exempt from nonexempt information unless failure to charge a fee would result in unreasonably high costs to SOCWA. Costs are unreasonably high when they are excessive and beyond the normal or usual amount for those services compared to SOCWA usual FOIA requests, because of the nature of the request in the particular instance. SOCWA must specifically identify the nature of the unreasonably high costs in writing.

Copying and Duplication

SOCWA must use the most economical method for making copies of public records, including using double-sided printing, if cost-saving and available.

Non-paper Copies on Physical Media

- The cost for records provided on non-paper physical media, such as computer discs, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will be charged only if SOCWA has the technological capability necessary to provide the public record in the requested non-paper physical media format.

Paper Copies

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper.
- Copies for non-standard sized sheets will paper will reflect the actual cost of reproduction.

Mailing Costs

- The cost to mail public records will use a reasonably economical and justified means.

- SOCWA may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless you request it.

Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the SOCWA Board a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. SOCWA's Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

5. How do I qualify for an indigence discount on the fee?

SOCWA will discount the first \$20.00 of fees for a request if you submit an affidavit stating that you are:

- Indigent and receiving specific public assistance; or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

You are **not** eligible to receive the \$20.00 discount if you:

- Have previously received discounted copies of public records from SOCWA twice during the calendar year; or
- Are requesting information on behalf of other persons who are offering or providing payment to you to make the request.

An affidavit is sworn statement. For your convenience, SOCWA has provided an Affidavit of Indigence for the waiver of FOIA fees on the back of SOCWA's FOIA Request Form, which is available on SOCWA's website: www.SOCWA.org,

6. May a nonprofit organization receive a discount on the fee?

A nonprofit organization advocating for developmentally disabled or mentally ill individuals that is formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, may receive a \$20.00 discount if the request meets all of the following requirements in the Act:

- Is made directly on behalf of the organization or its clients.
- Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
- Is accompanied by documentation of its designation by the state, if requested by the public body.

7. How may I challenge the denial of a public record or an excessive fee?

Appeal of a Denial of a Public Record

If you believe that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, you may appeal to the SOCWA Board by filing a written appeal of the denial with the office of the SOCWA Board.

The appeal must be in writing, specifically state the word “appeal,” and identify the reason or reasons you are seeking a reversal of the denial. You may use SOCWA’s FOIA Appeal Form (To Appeal a Denial of Records), which is available on the SOCWA’s website: www.SOCWA.org

The SOCWA Board is not considered to have received a written appeal until the first regularly scheduled SOCWA Board’ meeting following submission of the written appeal. Within 10 business days of receiving the appeal the SOCWA Board will respond in writing by:

- Reversing the disclosure denial;

- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part.
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the SOCWA Board shall respond to the written appeal.

Whether or not you submitted an appeal of a denial to the SOCWA Board, you may file a civil action in Oakland County Circuit Court within 180 days after SOCWA's final determination to deny your request. If you prevail in the civil action the court will award you reasonable attorneys' fees, costs and disbursements. If the court determines that SOCWA acted arbitrarily and capriciously in refusing to disclose or provide a public record, the court shall award you damages in the amount of \$1,000.

Appeal of an Excess FOIA Processing Fee

If you believe that the fee charged by SOCWA to process your FOIA request exceeds the amount permitted by state law, you must first appeal to the SOCWA Board by filing a written appeal for a fee reduction to the office of SOCWA Manager.

The appeal must specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. You may use the SOCWA FOIA Appeal Form (To Appeal an Excess Fee), which is available at the SOCWA offices located at **3910 W. Webster Road, Royal Oak, Michigan 48073** and on SOCWA's website: **www.SOCWA.org**

SOCWA's Board is not considered to have received a written appeal until the first regularly scheduled SOCWA Board of Trustee's meeting following submission of the written appeal. Within 10 business days after receiving the appeal, SOCWA's Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issue a written determination indicating the specific basis that supports the remaining fee;

- Upholding the fee and issue a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which SOCWA's Board will respond to the written appeal.

Within 45 days after receiving notice of the SOCWA Board's determination of the processing fee appeal, you may commence a civil action in Oakland County Circuit Court for a fee reduction. If you prevail in the civil action by receiving a reduction of 50% or more of the total fee, the court may award all or appropriate amount of reasonable attorneys' fees, costs and disbursements. If the court determines that SOCWA acted arbitrarily and capriciously by charging an excessive fee, court may also award you punitive damages in the amount of \$500.

SOUTHEASTERN OAKLAND COUNTY

WATER AUTHORITY

FOIA Procedures and Guidelines

Preamble: Statement of Principles

It is the policy of the Southeastern Oakland County Resource Recovery Authority (“SOCWA”) that all persons, except those incarcerated, consistent with the Michigan Freedom of Information Act (FOIA), are entitled to full and complete information regarding the affairs of government and the official acts of those who represent them as public officials and employees. The people shall be informed so that they fully participate in the democratic process.

SOCWA's policy with respect to FOIA requests is to comply with State law in all respects and to respond to FOIA requests in a consistent, fair, and even-handed manner.

SOCWA acknowledges that it has a legal obligation to disclose all nonexempt public records in its possession pursuant to a FOIA request. SOCWA acknowledges that sometimes it is necessary to invoke the exemptions identified under FOIA in order to ensure the effective operation of government and to protect the privacy of individuals.

SOCWA will protect the public's interest in disclosure while balancing the requirement to withhold or redact portions of certain public records. SOCWA's policy is to disclose public records consistent with and in compliance with FOIA.

SOCWA's Board has established the following written procedures and guidelines to implement the FOIA and will create a written public summary of the specific procedures and guidelines relevant to the general public regarding how to submit written requests to the public body and explaining how to understand a public body's written responses, deposit requirements, fee calculations, and avenues for challenge and appeal. The written public summary will be written in a manner so as to be easily understood by the general public.

Section 1: General Policies

SOCWA's Board, acting pursuant to the authority at MCL 15.236, designates SOCWA's General Manager (“Manager”) as the FOIA Coordinator. He or she is authorized to designate other SOCWA staff to act on his or her behalf to accept and lawfully process written requests for the SOCWA's public records.

If a request for a public record is received by fax or email, the request is deemed to have been received on the following business day. If a request is sent by email and delivered to a SOCWA spam or junk-mail folder, the request is not deemed received until one day after the FOIA Coordinator first becomes aware of the request.

SOCWA may implement administrative rules, consistent with State law and these Procedures and Guidelines to administer the acceptance and processing FOIA requests.

SOCWA is not obligated to create a new public record or make a compilation or summary of information which does not already exist. Neither SOCWA's FOIA Coordinator nor other SOCWA staff is obligated to provide answers to questions contained in requests for public records or regarding the content of the records.

SOCWA's FOIA Coordinator shall keep a copy of all written requests for public records received by SOCWA on file for a period of at least one (1) year.

SOCWA will make this Procedures and Guidelines document and the Written Public Summary publicly available without charge. If it does not, SOCWA cannot require deposits or charge fees otherwise permitted under the FOIA until it is in compliance.

A copy of this Procedures and Guidelines document and SOCWA's Written Public Summary shall be publicly available by providing free copies both in SOCWA'S response to a written request and upon request by visitors at SOCWA's office.

This Procedures and Guidelines document and SOCWA's Written Public Summary shall be maintained on SOCWA's website at: www.SOCWA.org, so a link to those documents will be provided in lieu of providing paper copies of those documents.

Section 2: Requesting a Public Record

No specific form to submit a request for a public record is required. However the SOCWA FOIA Coordinator may make available a SOCWA FOIA Request Form for use by the public.

Requests to inspect or obtain copies of public records prepared, owned, used, possessed or retained by SOCWA may be submitted on SOCWA's FOIA Request Form, in any other form of writing (letter, fax, email, etc.), or by verbal request.

Verbal requests for records may be documented by SOCWA on SOCWA's FOIA Request Form.

If a person makes a verbal, non-written request for information believed to be available on SOCWA's website the person making the request shall be informed of SOCWA's website address.

A request must sufficiently describe a public record so as to enable SOCWA personnel to identify and find the requested public record.

Written requests for public records may be submitted in person or by mail to any SOCWA office. Requests may also be submitted electronically by fax and email. Upon their receipt, requests for public records shall be promptly forwarded to SOCWA's FOIA Coordinator for processing.

A person may request that public records be provided on non-paper physical media, emailed or other otherwise provided to him or her in digital form in lieu of paper copies. SOCWA will comply with

the request only if it possesses the necessary technological capability to provide records in the requested non-paper physical media format.

A person may subscribe to future issues of public records that are created, issued or disseminated by SOCWA on a regular basis. A subscription is valid for up to 6 months and may be renewed by the subscriber.

A person serving a sentence of imprisonment in a local, state or federal correctional facility is not entitled to submit a request for a public record. The FOIA Coordinator will deny all such requests.

Section 3: Processing a Request

Unless otherwise agreed to in writing by the person making the request, SOCWA will issue a response within 5 business days of receipt of a FOIA request. If a request is received by fax, email or other electronic transmission, the request is deemed to have been received on the following business day.

SOCWA will respond to a request in one of the following ways:

- Grant the request.
- Issue a written notice denying the request.
- Grant the request in part and issue a written notice denying in part the request.
- Issue a notice indicating that due to the nature of the request SOCWA needs an additional 10 business days to respond for a total of no more than 15 business days. Only one such extension is permitted.
- Issue a written notice indicating that the public record requested is available at no charge on the SOCWA's website.

When a request is granted:

If the request is granted, or granted in part, SOCWA's FOIA Coordinator will require that payment be made in full for the allowable fees associated with responding to the request before the public record is made available.

SOCWA's FOIA Coordinator shall provide a detailed itemization of the allowable costs incurred to process the request to the person making the request.

A copy of these Procedures and Guidelines and the Written Public Summary will be provided to the requestor free of charge with the response to a written request for public records, provided however, that because these Procedures and Guidelines, and the Written Public Summary are maintained on SOCWA's website at: www.SOCWA.org, a link to the Procedures and Guidelines and the Written Public Summary will be provided in lieu of providing paper copies of those documents.

If the cost of processing a FOIA request is \$50 or less, the requester will be notified of the amount due and where the documents can be obtained.

If the cost of processing a FOIA request is expected to exceed \$50 based on a good-faith calculation, or if the requestor has not paid in full for a previously granted request, SOCWA will require a good-faith deposit pursuant to Section 4 of this policy before processing the request.

In making the request for a good-faith deposit, SOCWA's FOIA Coordinator shall provide the requestor with a detailed itemization of the allowable costs estimated to be incurred by SOCWA to process the request and also provide a best efforts estimate of a time frame it will take SOCWA to provide the records to the requestor. The best efforts estimate shall be nonbinding on SOCWA, but will be made in good faith and will strive to be reasonably accurate, given the nature of the request in the particular instance, so as to provide the requested records in a manner based on the public policy expressed by Section 1 of the FOIA.

When a request is denied or denied in part:

If the request is denied or denied in part, the FOIA Coordinator will issue a Notice of Denial which shall provide the following:

- An explanation as to why a requested public record is exempt from disclosure; or
- A certificate that the requested record does not exist under the name or description provided by the requestor, or another name reasonably known by SOCWA; or
- An explanation or description of the public record or information within a public record that is separated or deleted from the public record; and
- An explanation of the person's right to submit an appeal of the denial to either the office of the SOCWA Manager or seek judicial review in the Oakland County Circuit Court;
- An explanation of the right to receive attorneys' fees, costs, and disbursements as well actual or compensatory damages, and punitive damages of \$1,000, should they prevail in Circuit Court.
- The Notice of Denial shall be signed by the FOIA Coordinator.

If a request does not sufficiently describe a public record, the FOIA Coordinator may, in lieu of issuing a Notice of Denial indicating that the request is deficient, seek clarification or amendment of the

request by the person making the request. Any clarification or amendment will be considered a new request subject to the timelines described in this Section.

Requests to inspect public records:

SOCWA shall provide reasonable facilities and opportunities for persons to examine and inspect public records during normal business hours. SOCWA is authorized to promulgate rules regulating the manner in which records may be viewed so as to protect SOCWA's records from loss, alteration, mutilation or destruction and to prevent excessive interference with normal SOCWA operations.

Requests for certified copies:

SOCWA's FOIA Coordinator shall, upon written request, furnish a certified copy of a public record at no additional cost to the person requesting the public record.

Section 4: Fee Deposits

If the fee estimate is expected to exceed \$50.00 based on a good-faith calculation, the requestor will be asked to provide a deposit not exceeding one-half of the total estimated fee.

If a request for public records is from a person who has not paid SOCWA in full for copies of public records made in fulfillment of a previously granted written request, the FOIA Coordinator will require a deposit of 100% of the estimated processing fee before beginning to search for a public record for any subsequent written request by that person when all of the following conditions exist:

- The final fee for the prior written request is not more than 105% of the estimated fee;
- The public records made available contained the information sought in the prior written request and remain in SOCWA's possession;
- The public records were made available to the individual, subject to payment, within the time frame estimated by SOCWA to provide the records;
- Ninety (90) days have passed since SOCWA's FOIA Coordinator notified the individual in writing that the public records were available for pickup or mailing;
- The individual is unable to show proof of prior payment to SOCWA; and
- The FOIA Coordinator has calculated a detailed itemization that is the basis for the current written request's increased estimated fee deposit.

The FOIA Coordinator will not require an increased estimated fee deposit if any of the following apply:

- The person making the request is able to show proof of prior payment in full to SOCWA;
- SOCWA is subsequently paid in full for the applicable prior written request; or

- Three hundred sixty five (365) days have passed since the person made the request for which full payment was not remitted to SOCWA.

Section 5: Calculation of Fees

A fee may be charged for the labor cost of copying/duplication.

A fee will *not* be charged for the labor cost of search, examination, review and the deletion and separation of exempt from nonexempt information *unless* failure to charge a fee would result in unreasonably high costs to SOCWA because of the nature of the request in the particular instance, and SOCWA specifically identifies the nature of the unreasonably high costs.

Costs for the search, examination review, and deletion and separation of exempt from non-exempt information are “unreasonably high” when they are excessive and beyond the normal or usual amount for those services (Attorney General Opinion 7083 of 2001) compared to the costs of SOCWA’s usual FOIA requests, not compared to SOCWA’s operating budget. (*Bloch v. Davison Community Schools*, Michigan Court of Appeals, Unpublished, April 26, 2011)

The following factors shall be used to determine an unreasonably high cost to SOCWA:

- Volume of the public record requested
- Amount of time spent to search for, examine, review and separate exempt from non-exempt information in the record requested.
- Whether the public records are from more than one SOCWA department or whether various SOCWA offices are necessary to respond to the request.
- The available staffing to respond to the request.
- Any other similar factors identified by SOCWA’s FOIA Coordinator in responding to the particular request.

The Michigan FOIA statute permits SOCWA to charge for the following costs associated with processing a request:

- Labor costs associated with copying or duplication, which includes making paper copies, making digital copies, or transferring digital public records to non-paper physical media or through the Internet.
- Labor costs associated with searching for, locating and examining a requested public record, when failure to charge a fee will result in unreasonably high costs to SOCWA.

- Labor costs associated with a review of a record to separate and delete information exempt from disclosure, when failure to charge a fee will result in unreasonably high costs to SOCWA.
- The cost of copying or duplication, not including labor, of paper copies of public records. This may include the cost for copies of records already on SOCWA's website if you ask for SOCWA to make copies.
- The cost of computer discs, computer tapes or other digital or similar media when the requester asks for records in non-paper physical media. This may include the cost for copies of records already on SOCWA's website if you ask for SOCWA to make copies.
- The cost to mail or send a public record to a requestor.

Labor costs will be calculated based on the following requirements:

- All labor costs will be estimated and charged in 15-minute increments, with all partial time increments rounded down. If the time involved is less than 15 minutes, there will be no charge.
- Labor costs will be charged at the hourly wage of the lowest-paid SOCWA employee capable of doing the work in the specific fee category, regardless of who actually performs work.
- Labor costs will also include a charge to cover or partially cover the cost of fringe benefits.
- SOCWA may add up to 50% to the applicable labor charge amount to cover or partially cover the cost of fringe benefits, but in no case may it exceed the actual cost of fringe benefits.
- Overtime wages will not be included in labor costs unless agreed to by the requestor; overtime costs will not be used to calculate the fringe benefit cost.
- Contracted labor costs will be charged at the hourly rate of \$61.98 (6 times the state minimum hourly wage).

The cost to provide records on non-paper physical media when so requested will be based on the following requirements:

- Computer disks, computer tapes or other digital or similar media will be at the actual and most reasonably economical cost for the non-paper media.
- This cost will only be assessed if SOCWA has the technological capability necessary to provide the public record in the requested non-paper physical media format.

- SOCWA will procure any non-paper media and will not accept media from the requestor in order to ensure integrity of SOCWA's technology infrastructure.

The cost to provide paper copies of records will be based on the following requirements:

- Paper copies of public records made on standard letter (8 ½ x 11) or legal (8 ½ x 14) sized paper will not exceed \$.10 per sheet of paper. Copies for non-standard sized sheets of paper will reflect the actual cost of reproduction.
- SOCWA will provide records using double-sided printing, if it is cost-saving and available.

The cost to mail records to a requestor will be based on the following requirements:

- The actual cost to mail public records using a reasonably economical and justified means.
- SOCWA may charge for the least expensive form of postal delivery confirmation.
- No cost will be made for expedited shipping or insurance unless specified by the requestor.

If the FOIA Coordinator does not respond to a written request in a timely manner, SOCWA must:

- Reduce the labor costs by 5% for each day SOCWA exceeds the time permitted under FOIA up to a 50% maximum reduction, if *any* of the following applies:
 - SOCWA's late response was willful and intentional,
 - The written request conveyed a request for information within the first 250 words of the body of a letter facsimile, email or email attachment, or
 - The written request included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy" or a recognizable misspelling of such, or legal code reference to MCL 15. 231, et seq. or 1976 Public Act 442 on the front of an envelope or in the subject line of an email, letter or facsimile cover page.
- Fully note the charge reduction in the Detailed Itemization of Costs Form.

Section 6: Waiver of Fees

The cost of the search for and copying of a public record may be waived or reduced if in the sole judgment of the SOCWA Board a waiver or reduced fee is in the public interest because it can be considered as primarily benefitting the general public. The SOCWA Board may identify specific records or types of records it deems should be made available for no charge or at a reduced cost.

Section 7: Discounted Fees

Indigence

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request if the person requesting a public record submits an affidavit stating that they are:

- Indigent and receiving specific public assistance, or
- If not receiving public assistance, stating facts demonstrating an inability to pay because of indigence.

An individual is not eligible to receive the waiver if:

- The requestor has previously received discounted copies of public records from SOCWA twice during the calendar year; or
- The requestor requests information in connection with other persons who are offering or providing payment to make the request.

An affidavit is sworn statement. The FOIA Coordinator may make a Fee Waiver Affidavit Form available for use by the public.

Nonprofit organization advocating for developmentally disabled or mentally ill individuals

The FOIA Coordinator will discount the first \$20.00 of the processing fee for a request from:

- A nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal developmental disabilities assistance and bill of rights act of 2000, Public Law 106-402, and the protection and advocacy for individuals with mental illness act, Public Law 99-319, or their successors, if the request meets all of the following requirements:
 - Is made directly on behalf of the organization or its clients.
 - Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the mental health code, 1974 PA 258, MCL 330.1931.
 - Is accompanied by documentation of its designation by the state, if requested by the public body.

Section 8: Appeal of a Denial of a Public Record

When a requestor believes that all or a portion of a public record has not been disclosed or has been improperly exempted from disclosure, he or she may appeal to the SOCWA Board by filing an appeal of the denial with the office of the SOCWA Manager.

The appeal must be in writing, specifically state the word "appeal" and identify the reason or reasons the requestor is seeking a reversal of the denial. The SOCWA FOIA Appeal Form (To Appeal a Denial of Records), may be used.

The SOCWA Board is not considered to have received a written appeal until the first regularly scheduled SOCWA Board meeting following submission of the written appeal.

Within 10 business days of receiving the appeal the SOCWA Board will respond in writing by:

- Reversing the disclosure denial;
- Upholding the disclosure denial; or
- Reverse the disclosure denial in part and uphold the disclosure denial in part; or
- Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the SOCWA Board shall respond to the written appeal. The SOCWA Board shall not issue more than 1 notice of extension for a particular written appeal.

If the SOCWA Board fails to respond to a written appeal, or if the SOCWA Board upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action in Circuit Court.

Whether or not a requestor submitted an appeal of a denial to the SOCWA Board, he or she may file a civil action in Oakland County Circuit Court within 180 days after SOCWA's final determination to deny the request.

If a court that determines a public record is not exempt from disclosure, it shall order SOCWA to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Failure to comply with an order of the court may be punished as contempt of court.

If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in such an action, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or SOCWA prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements.

If the court determines that SOCWA has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order SOCWA to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 9: Appeal of an Excessive FOIA Processing Fee

“Fee” means the total fee or any component of the total fee calculated under section 4 of the FOIA, including any deposit.

If a requestor believes that the fee charged by SOCWA to process a FOIA request exceeds the amount permitted by state law or under this policy, he or she must first appeal to the SOCWA Board by submitting a written appeal for a fee reduction to the office of the SOCWA Manager.

The appeal must be in writing, specifically state the word "appeal" and identify how the required fee exceeds the amount permitted. The SOCWA FOIA Appeal Form (To Appeal an Excess Fee) may be used.

The SOCWA Board is not considered to have received a written appeal until the first regularly scheduled SOCWA Board meeting following submission of the written appeal.

Within 10 business days after receiving the appeal, the SOCWA Board will respond in writing by:

- Waiving the fee;
- Reducing the fee and issuing a written determination indicating the specific basis that supports the remaining fee;
- Upholding the fee and issuing a written determination indicating the specific basis that supports the required fee; or
- Issuing a notice detailing the reason or reasons for extending for not more than 10 business days the period during which the SOCWA Board will respond to the written appeal. The SOCWA Board shall not issue more than 1 notice of extension for a particular written appeal.

Where the SOCWA Board reduces or upholds the fee, the determination must include a certification from the SOCWA Board that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and Section 4 of the FOIA.

Within 45 days after receiving notice of the SOCWA Board’s determination of an appeal, the requesting person may commence a civil action in Oakland County Circuit Court for a fee reduction.

If a civil action is commenced against SOCWA for an excess fee, SOCWA is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute.

An action shall not be filed in circuit court unless *one* of the following applies:

- SOCWA does not provide for appeals of fees,
- SOCWA's Board failed to respond to a written appeal as required, or
- SOCWA's Board issued a determination to a written appeal.

If a court determines that SOCWA required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or Section 4 of the FOIA, the court shall reduce the fee to a permissible amount. Failure to comply with an order of the court may be punished as contempt of court.

If the requesting person prevails in court by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages.

If the court determines that SOCWA has arbitrarily and capriciously violated the FOIA by charging an excessive fee, the court shall order SOCWA to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

Section 10: Conflict with Prior FOIA Policies and Procedures; Effective Date

To the extent that these Procedures and Guidelines conflict with previous FOIA policies promulgated by the SOCWA Board or the SOCWA Administration these Procedures and Guidelines are controlling. To the extent that any administrative rule promulgated by the SOCWA FOIA Coordinator subsequent to the adoption of this resolution is found to be in conflict with any previous policy promulgated by the SOCWA Board or the SOCWA Administration, the administrative rule promulgated by the FOIA Coordinator is controlling.

To the extent that any provision of these Procedures and Guidelines or any administrative rule promulgated by the SOCWA FOIA Coordinator pertaining to the release of public records is found to be in conflict with any State statute, the applicable statute shall control. The FOIA Coordinator is authorized to modify this policy and all previous policies adopted by the SOCWA Board or the SOCWA Administration, and to adopt such administrative rules as he or she may deem necessary, to facilitate the legal review and processing of requests for public records made pursuant to Michigan's FOIA statute, provided that such modifications and rules are consistent with State law. The FOIA Coordinator shall inform the Board of any change in these Policies and Guidelines.

These FOIA Policies and Guidelines become effective _____.

Section 11: Appendix of SOCWA's FOIA Forms

- **Exhibit # 1** -- Request for Public Records Form
- **Exhibit # 2** -- Notice to Extend Response Time Form
- **Exhibit # 3** -- Notice of Denial Form
- **Exhibit # 4** -- Detailed Cost Itemization Form
- **Exhibit # 5** -- Appeal of Denial of Records Form
- **Exhibit # 6** -- Appeal of Excess Fee Form

Records Located on Website

If SOCWA directly or indirectly administers or maintains an official internet presence, any public records available to the general public on that internet site at the time the request is made are exempt from any labor charges to redact.

If the FOIA coordinator knows or has reason to know that all or a portion of the requested information is available on its website, SOCWA must notify the requestor in its written response that all or a portion of the requested information is available on its website. The written response, to the degree practicable in the specific instance, must include a specific webpage address where the requested information is available. On the detailed cost itemization form, SOCWA must separate the requested public records that are available on its website from those that are not available on the website and must inform the requestor of the additional charge to receive copies of the public records that are available on its website.

If SOCWA has included the website address for a record in its written response to the requestor and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or other form, including digital media, SOCWA must provide the public records in the specified format but may use a fringe benefit multiplier greater than the 50%, not to exceed the actual costs of providing the information in the specified format.

Request for Copies/Duplication of Records on SOCWA Website

I hereby stipulate that, even if some or all of the records are located on a SOCWA website, I am requesting that SOCWA make copies of those records on the website and deliver them to me in the format I have requested above. I understand that some FOIA fees may apply.

Requestor's Signature

Date

Overtime Labor Costs

Overtime wages shall not be included in the calculation of labor costs unless overtime is specifically stipulated by the requestor and clearly noted on the detailed cost itemization form.

Consent to Overtime Labor Costs

I hereby agree and stipulate to SOCWA using overtime wages in calculating the following labor costs as itemized in the following categories:

- 1. Labor to copy/duplicate
- 2. Labor to locate
- 3a. Labor to redact
- 3b. Contract labor to redact
- 6b. Labor to copy/duplicate records already on SOCWA's website

Requestor's Signature

Date

Request for Discount: Indigence

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by an individual who is entitled to information under this act and who:

- 1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, **OR**
- 2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.

If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if **ANY** of the following apply:

- (i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year,
- (ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.

Office Use: Affidavit Received Eligible for Discount Ineligible for Discount

I am submitting an affidavit and requesting that I receive the discount for indigence for this FOIA request:

Date:

Requestor's Signature:

Request for Discount: Nonprofit Organization

A public record search **must** be made and a copy of a public record **must** be furnished **without charge for the first \$20.00 of the fee** for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the Protection and Advocacy for Individuals with Mental Illness Act, if the request meets **ALL** of the following requirements:

- (i) Is made directly on behalf of the organization or its clients.
- (ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931.
- (iii) Is accompanied by documentation of its designation by the state, if requested by SOCWA.

Office Use: Documentation of State Designation Received Eligible for Discount Ineligible for Discount

I stipulate that I am a designated agent for the nonprofit organization making this FOIA request and that this request is made directly on behalf of the organization or its clients and is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Mental Health Code, 1974 PA 258, MCL 330.1931:

Date:

Requestor's Signature:

Notice to Extend Response Time for FOIA Request
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ Date Received: _____ Check if received via: Email Fax Other Electronic Method
Date of This Notice: _____ Date delivered to junk/spam folder: _____
(Please Print or Type) Date discovered in junk/spam folder: _____

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCWA: _____

Record(s) You Requested: (Listed here or see attached copy of original request) _____

We are extending the date to respond to your FOIA request for no more than 10 business days, until _____. Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact the FOIA Coordinator at SOCWA, 3910 W. Webster Road, Royal Oak, Michigan 48073, Phone: (248) 288-5150 Fax: (248) 435-0310

Estimated Time Frame to Provide Records: _____ (days or date)
The time frame estimate is nonbinding upon SOCWA, but SOCWA is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Extension:

1. SOCWA needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, SOCWA must:

2. SOCWA needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from SOCWA office. Specifically, SOCWA must coordinate documents from the following locations:

3. Other (describe): _____

Signature of FOIA Coordinator:	Date:
---------------------------------------	--------------

SOCWA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak, Michigan 48073
Phone: (248) 288-5150 Fax: (248) 435-0310
Notice of Denial of FOIA Request

Denial Form

DRAFT

Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ **Check if received via:** Email Fax Other Electronic Method
Date of This Notice: _____ **Date delivered to junk/spam folder:** _____
(Please Print or Type) **Date discovered in junk/spam folder:** _____
Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCWA: _____

Record(s) You Requested: _____

All OR **Part** of your request for records has been denied. Please refer to this form for an explanation. If you have any questions regarding this denial, contact FOIA Coordinator at SOCWA, 3910 W. Webster Road, Royal Oak, MI 48073, Phone: (248) 288-5150 Fax: (248) 435-0310.

Reason for Denial:

- 1. Exempt from Disclosure:** This item is exempt from disclosure under FOIA Section 13, Subsection _____, because: _____

 - 2. Record Does Not Exist:** This item does not exist under the name provided in your request or by another name reasonably known to SOCWA. A certificate that the public record does not exist under the name given is attached. If you believe this record does exist, provide a description that will enable us to locate the record: _____

 - 3. Redaction:** A portion of the requested record had to be separated or deleted (redacted) as it is exempt under FOIA Section 13, Subsection _____, because: _____

- A brief description of the information that had to be separated or deleted: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to SOCWA Board or to commence an action in the Oakland County Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that SOCWA has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
 - (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
 - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
 - (a) Reverse the disclosure denial.
 - (b) Issue a written notice to the requesting person upholding the disclosure denial.
 - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
 - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015

SOCWA: Keep original and provide copies of both sides of each sheet, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Water Authority
 3910 W. Webster Road, Royal Oak, MI. 48073
 Phone: (248) 288-5150
 Fax: (248) 435-0310

Detailed Cost Itemization

DRAFT

Freedom of Information Act Request Detailed Cost Itemization

Date: _____ Prepared for Request No.: _____ Date Request Received: _____

<p>The following costs are being charged in compliance with Section 4 of the Michigan Freedom of Information Act, MCL 15.234, according to SOCWA'S FOIA Policies and Guidelines.</p>			
<p>1. Labor Cost for Copying / Duplication</p> <p>This is the cost of labor directly associated with duplication of publication, including making paper copies, making digital copies, or transferring digital public records to be given to the requestor on non-paper physical media or through the Internet or other electronic means as stipulated by the requestor.</p> <p>This shall not be more than the hourly wage of SOCWA's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in _____-minute time increments as set by SOCWA Board (for example: 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than one increment, there is no charge.</p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____ <u>OR</u> Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u> Multiply the hourly wage by the percentage multiplier: _____% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)</p>		<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>1. Labor Cost</p> <p>\$ _____</p>
<p>2. Labor Cost to Locate:</p> <p>This is the cost of labor directly associated with the necessary searching for, locating, and examining public records in conjunction with receiving and fulfilling a granted written request. This fee is being charged because failure to do so will result in unreasonably high costs to SOCWA that are excessive and beyond the normal or usual amount for those services compared to SOCWA's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____</p> <hr/> <p>SOCWA will not charge more than the hourly wage of its lowest-paid employee capable of searching for, locating, and examining the public records in this particular instance, regardless of whether that person is available or who actually performs the labor.</p> <p>These costs will be estimated and charged in _____-minute time increments (must be 15-minutes or more); all partial time increments must be rounded down. If the number of minutes is less than 15, there is no charge.</p> <p>Hourly Wage Charged: \$ _____ Charge per increment: \$ _____ <u>OR</u> Hourly Wage with Fringe Benefit Cost: \$ _____ <u>OR</u> Multiply the hourly wage by the percentage multiplier: _____% (up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.</p> <p><input type="checkbox"/> Overtime rate charged as stipulated by Requestor (overtime is not used to calculate the fringe benefit cost)</p>		<p>To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:</p> <p>Number of increments</p> <p>x _____ =</p>	<p>2. Labor Cost</p> <p>\$ _____</p>

3a. Employee Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a SOCWA employee. If contracted, use No. 3b instead).

SOCWA will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to SOCWA that are excessive and beyond the normal or usual amount for those services compared to SOCWA's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

This is the cost of labor of a **SOCWA employee**, including necessary review, directly associated with separating and deleting exempt from nonexempt information. This shall not be more than the hourly wage of SOCWA's **lowest-paid employee** capable of separating and deleting exempt from nonexempt information in this particular instance, regardless of whether that person is available or who actually performs the labor.

These costs will be estimated and charged in _____-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____%
(up to 50% of the hourly wage) and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

Overtime rate charged as stipulated by Requestor (*overtime is not used to calculate the fringe benefit cost*)

To figure the number of increments, take the *number of minutes*:
 _____, divide by _____-minute increments, and round down.
 Enter below:

Number of increments

3a. Labor Cost

x _____ = \$ _____

3b. Contracted Labor Cost for Separating Exempt from Non-Exempt (Redacting):

(Fill this out if using a contractor, such as the attorney. If using in-house employee, use No. 3a instead.)

SOCWA will not charge for labor directly associated with redaction if it knows or has reason to know that it previously redacted the record in question and still has the redacted version in its possession.

This fee is being charged because failure to do so will result in unreasonably high costs to SOCWA that are excessive and beyond the normal or usual amount for those services compared to SOCWA's usual FOIA requests, because of the nature of the request in this particular instance, specifically: _____

As SOCWA does not employ a person capable of separating exempt from non-exempt information in this particular instance, as determined by the FOIA Coordinator, this is the cost of labor of a **contractor** (i.e.: outside attorney), including necessary review, directly associated with separating and deleting exempt information from nonexempt information. This shall not exceed an amount equal to 6 times the state minimum hourly wage rate of _____ (*currently \$10.33*).

Name of contracted person or firm: _____

These costs will be estimated and charged in _____-minute time increments (*must be 15-minutes or more*); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Cost Charged: \$ _____

Charge per increment: \$ _____

To figure the number of increments, take the *number of minutes*:
 _____, divide by _____-minute increments, and round down to:
 _____ increments.
 Enter below:

Number of increments

3b. Labor Cost

x _____ = \$ _____

4. Copying / Duplication Cost:

Copying costs may be charged if a copy of a public record is requested, or for the necessary copying of a record for inspection (for example, to allow for blacking out exempt information, to protect old or delicate original records, or because the original record is a digital file or database not available for public inspection).

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- **Circle applicable:** Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

The cost of paper copies **must** be calculated as a total cost per sheet of paper. The fee **cannot exceed** 10 cents per sheet of paper for copies of public records made on 8-1/2- by 11-inch paper or 8-1/2- by 14-inch paper. **SOCWA must** utilize the most economical means available for making copies of public records, including using double-sided printing, if cost saving and available.

Number of Sheets:	Costs:
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
No. of Items:	
x _____ =	\$ _____
	4. Total Copy Cost
	\$ _____

5. Mailing Cost:

SOCWA will charge the actual cost of mailing, if any, for sending records in a reasonably economical and justifiable manner. Delivery confirmation is not required.

- SOCWA **may** charge for the least expensive form of postal delivery confirmation.
- SOCWA **cannot** charge more for expedited shipping or insurance unless specifically requested by the requestor.*

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp
 \$ _____ per pound
 \$ _____ per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number of Envelopes or Packages:	Costs:
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
x _____ =	\$ _____
	5. Total Mailing Cost
	\$ _____

6a. Copying/Duplicating Cost for Records Already on SOCWA's Website:

If the public body has included the website address for a record in its written response to the requestor, and the requestor thereafter stipulates that the public record be provided to him or her in a paper format or non-paper physical digital media, SOCWA will provide the public records in the specified format and may charge copying costs to provide those copies.

No more than the actual cost of a sheet of paper, up to maximum 10 cents per sheet for:

- Letter (8 1/2 x 11-inch, single and double-sided): _____ cents per sheet
- Legal (8 1/2 x 14-inch, single and double-sided): _____ cents per sheet

No more than the actual cost of a sheet of paper for other paper sizes:

- Other paper sizes (single and double-sided): _____ cents / dollars per sheet

Actual and most reasonably economical cost of non-paper physical digital media:

- *Circle applicable:* Disc / Tape / Drive / Other Digital Medium Cost per Item: _____

Requestor has stipulated that some / all of the requested records that are already available on SOCWA's website be provided in a paper or non-paper physical digital medium.

Number of Sheets:

x _____ = \$ _____
x _____ = \$ _____

Costs:

x _____ = \$ _____

No. of Items:

x _____ = \$ _____

6a. Web Copy Cost

\$ _____

6b. Labor Cost for Copying/Duplicating Records Already on SOCWA's Website:

This shall not be more than the hourly wage of SOCWA's lowest-paid employee capable of necessary duplication or publication in this particular instance, regardless of whether that person is available or who actually performs the labor. These costs will be estimated and charged in _____-minute time increments (i.e.: 15-minutes or more); all partial time increments must be rounded down. *If the number of minutes is less than 15, there is no charge.*

Hourly Wage Charged: \$ _____

Charge per increment: \$ _____

OR

Hourly Wage with Fringe Benefit Cost: \$ _____

OR

Multiply the hourly wage by the percentage multiplier: _____% and add to the hourly wage for a total per hour rate.

Charge per increment: \$ _____

SOCWA may use a fringe benefit multiplier greater than the 50% limitation, not to exceed the actual costs of providing the information in the specified format.

Overtime rate charged as stipulated by Requestor

To figure the number of increments, take the number of minutes: _____, divide by _____-minute increments, and round down. Enter below:

Number of increments

6b. Web Labor Cost

x _____ = \$ _____

6c. Mailing Cost for Records Already on SOCWA's Website:

Actual Cost of Envelope or Packaging: \$ _____

Actual Cost of Postage: \$ _____ per stamp / per pound / per package

Actual Cost (least expensive) Postal Delivery Confirmation: \$ _____

*Expedited Shipping or Insurance as Requested: \$ _____

* Requestor has requested expedited shipping or insurance

Number:

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

x _____ = \$ _____

Costs:

6c. Web Mailing Cost

\$ _____

<p>Subtotal Fees Before Waivers, Discounts or Deposits:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Estimated Time Frame to Provide Records:</p> <p>_____ (days or date)</p> <p>The time frame estimate is nonbinding upon SOCWA, but SOCWA is providing the estimate in good faith. Providing an estimated time frame does not relieve SOCWA from any of the other requirements of this act.</p> </div>	<div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <input type="checkbox"/> Cost estimate <input type="checkbox"/> Bill </div>	<p>1. Labor Cost for Copying: \$ _____</p> <p>2. Labor Cost to Locate: \$ _____</p> <p>3a. Labor Cost to Redact: \$ _____</p> <p>3b. Contract Labor Cost to Redact: \$ _____</p> <p>4. Copying/Duplication Cost: \$ _____</p> <p>5. Mailing Cost: \$ _____</p> <p>6a. Copying/Duplication of Records on Website: \$ _____</p> <p>6b. Labor Cost for Copying Records on Website: \$ _____</p> <p>6c. Mailing Costs for Records on Website: \$ _____</p>	<p>Subtotal Fees: \$ _____</p>
<p>Waiver: <u>Public Interest</u></p> <p>A search for a public record may be conducted or copies of public records may be furnished without charge or at a reduced charge if SOCWA determines that a waiver or reduction of the fee is in the public interest because searching for or furnishing copies of the public record can be considered as primarily benefiting the general public.</p> <p style="text-align: center;"> <input type="checkbox"/> All fees are waived <u>OR</u> <input type="checkbox"/> All fees are reduced by: _____% </p>	<p>Subtotal Fees After Waiver: \$ _____</p>		
<p>Discount: <u>Indigence</u></p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by an individual who is entitled to information under this act and who:</p> <p>1) Submits an affidavit stating that the individual is indigent and receiving specific public assistance, OR</p> <p>2) If not receiving public assistance, stating facts showing inability to pay the cost because of indigence.</p> <p>If a requestor is ineligible for the discount, the public body shall inform the requestor specifically of the reason for ineligibility in the public body's written response. An individual is ineligible for this fee reduction if ANY of the following apply:</p> <p style="margin-left: 40px;">(i) The individual has previously received discounted copies of public records from the same public body twice during that calendar year, OR</p> <p style="margin-left: 40px;">(ii) The individual requests the information in conjunction with outside parties who are offering or providing payment or other remuneration to the individual to make the request. A public body may require a statement by the requestor in the affidavit that the request is not being made in conjunction with outside parties in exchange for payment or other remuneration.</p> <p style="text-align: center;"><input type="checkbox"/> Eligible for Indigence Discount</p>	<p>Subtotal Fees After Discount (subtract \$20): \$ _____</p>		
<p>Discount: <u>Nonprofit Organization</u></p> <p>A public record search must be made and a copy of a public record must be furnished without charge for the first \$20.00 of the fee for each request by a nonprofit organization formally designated by the state to carry out activities under subtitle C of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 and the federal Protection and Advocacy for Individuals with Mental Illness Act, if the request meets ALL of the following requirements:</p> <p style="margin-left: 40px;">(i) Is made directly on behalf of the organization or its clients.</p> <p style="margin-left: 40px;">(ii) Is made for a reason wholly consistent with the mission and provisions of those laws under section 931 of the Michigan Mental Health Code, 1974 PA 258, MCL 330.1931.</p> <p style="margin-left: 40px;">(iii) Is accompanied by documentation of its designation by the state, if requested by SOCWA.</p> <p style="text-align: center;"><input type="checkbox"/> Eligible for Nonprofit Discount</p>	<p>Subtotal Fees After Discount (subtract \$20): \$ _____</p>		

<p>Deposit: Good Faith SOCWA may require a good-faith deposit in either its initial response or a subsequent response before providing the public records to the requestor if the entire fee estimate or charge authorized under this section exceeds \$50.00, based on a good-faith calculation of the total fee. The deposit cannot exceed 1/2 of the total estimated fee. Percent of Deposit: _____%</p>	Date Paid: _____	Deposit Amount Required: \$ _____
<p>Deposit: Increased Deposit Due to Previous FOIA Fees Not Paid In Full After SOCWA has granted and fulfilled a written request from an individual under this act, if SOCWA has not been paid in full the total amount of fees for the copies of public records that SOCWA made available to the individual as a result of that written request, SOCWA may require an increased estimated fee deposit of up to 100% of the estimated fee before it begins a full public record search for any subsequent written request from that individual if ALL of the following apply:</p> <p>(a) The final fee for the prior written request was not more than 105% of the estimated fee. (b) The public records made available contained the information being sought in the prior written request and are still in SOCWA's possession. (c) The public records were made available to the individual, subject to payment, within the best effort estimated time frame given for the previous request. (d) Ninety (90) days have passed since SOCWA notified the individual in writing that the public records were available for pickup or mailing. (e) The individual is unable to show proof of prior payment to SOCWA. (f) SOCWA calculates a detailed itemization, as required under MCL 15.234, that is the basis for the current written request's increased estimated fee deposit.</p> <p>A SOCWA can no longer require an increased estimated fee deposit from an individual if ANY of the following apply:</p> <p>(a) The individual is able to show proof of prior payment in full to SOCWA, OR (b) SOCWA is subsequently paid in full for the applicable prior written request, OR (c) Three hundred sixty-five (365) days have passed since the individual made the written request for which full payment was not remitted to SOCWA.</p>	Date Paid: _____	Percent Deposit Required: _____ % Deposit Required: \$ _____
<p>Late Response Labor Costs Reduction If SOCWA does not respond to a written request in a timely manner as required under MCL 15.235(2), SOCWA must do the following:</p> <p>(a) Reduce the charges for labor costs otherwise permitted by 5% for each day SOCWA exceeds the time permitted for a response to the request, with a maximum 50% reduction, if EITHER of the following applies:</p> <p>(i) The late response was willful and intentional, OR</p> <p>(ii) The written request included language that conveyed a request for information within the first 250 words of the body of a letter, facsimile, electronic mail, or electronic mail attachment, or specifically included the words, characters, or abbreviations for "freedom of information," "information," "FOIA," "copy", or a recognizable misspelling of such, or appropriate legal code reference for this act, on the front of an envelope, or in the subject line of an electronic mail, letter, or facsimile cover page.</p>	Number of Days Over Required Response Time: _____ Multiply by 5% = Total Percent Reduction: _____	Total Labor Costs \$ _____ Minus Reduction \$ _____ = Reduced Total Labor Costs \$ _____
<p>The Public Summary of SOCWA's FOIA Procedures and Guidelines is available free of charge from: Website: www.SOCWA.org Email: _____@SOCWA.org Phone: (248) 288-5150 Address: 3910 W. Webster Road, Royal Oak, MI 48073</p> <p style="text-align: center;">Request Will Be Processed, But Balance Must Be Paid Before Copies May Be Picked Up, Delivered or Mailed</p>	Date Paid: _____	Total Balance Due: \$ _____

SOCWA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak, Michigan 48073
Phone: (248) 288-5150 Fax: (248) 435-0310

Denial Appeal Form

DRAFT

FOIA Appeal Form—To Appeal a Denial of Records
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ Check if received via: Email Fax Other Electronic Method

Name	Phone	
Firm/Organization	Fax	
Street	Email	
City	State	Zip

Date of This Notice: _____ **Date delivered to junk/spam folder:** _____
(Please Print or Type) **Date discovered in junk/spam folder:** _____

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCWA: _____

Record(s) You Requested: _____

Reason(s) for Appeal:

The appeal must identify the reason(s) for the denial. You may use this form or attach additional sheets:

Requestor's Signature: _____ **Date:** _____

SOCWA Response:

SOCWA must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

SOCWA Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____.

Only one extension may be taken per FOIA appeal.

Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

SOCWA Determination:

Denial Reversed Denial Upheld Denial Reversed in Part and Upheld in Part

The following previously denied records will be released: _____

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10 of the Michigan Freedom of Information Act, MCL 15.240, to appeal this denial to SOCWA Board or to commence an action in the Circuit Court to compel disclosure of the requested records if you believe they were wrongfully withheld from disclosure. If, after judicial review, the court determines that SOCWA has not complied with MCL 15.235 in making this denial and orders disclosure of all or a portion of a public record, you have the right to receive attorneys' fees and damages as provided in MCL 15.240. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____

Date: _____

FREEDOM OF INFORMATION ACT (EXCERPT)

Act 442 of 1976

15.240.amended Options by requesting person; appeal; actions by public body; receipt of written appeal; judicial review; civil action; venue; de novo proceeding; burden of proof; private view of public record; contempt; assignment of action or appeal for hearing, trial, or argument; attorneys' fees, costs, and disbursements; assessment of award; damages.

Sec. 10.

- (1) If a public body makes a final determination to deny all or a portion of a request, the requesting person may do 1 of the following at his or her option:
 - (a) Submit to the head of the public body a written appeal that specifically states the word "appeal" and identifies the reason or reasons for reversal of the denial.
 - (b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, the court of claims, to compel the public body's disclosure of the public records within 180 days after a public body's final determination to deny a request.
- (2) Within 10 business days after receiving a written appeal pursuant to subsection (1)(a), the head of a public body shall do 1 of the following:
 - (a) Reverse the disclosure denial.
 - (b) Issue a written notice to the requesting person upholding the disclosure denial.
 - (c) Reverse the disclosure denial in part and issue a written notice to the requesting person upholding the disclosure denial in part.
 - (d) Under unusual circumstances, issue a notice extending for not more than 10 business days the period during which the head of the public body shall respond to the written appeal. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.
- (3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a). If the head of the public body fails to respond to a written appeal pursuant to subsection (2), or if the head of the public body upholds all or a portion of the disclosure denial that is the subject of the written appeal, the requesting person may seek judicial review of the nondisclosure by commencing a civil action under subsection (1)(b).
- (4) In an action commenced under subsection (1)(b), a court that determines a public record is not exempt from disclosure shall order the public body to cease withholding or to produce all or a portion of a public record wrongfully withheld, regardless of the location of the public record. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located has venue over the action. The court shall determine the matter de novo and the burden is on the public body to sustain its denial. The court, on its own motion, may view the public record in controversy in private before reaching a decision. Failure to comply with an order of the court may be punished as contempt of court.
- (5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.
- (6) If a person asserting the right to inspect, copy, or receive a copy of all or a portion of a public record prevails in an action commenced under this section, the court shall award reasonable attorneys' fees, costs, and disbursements. If the person or public body prevails in part, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).
- (7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by refusal or delay in disclosing or providing copies of a public record, the court shall order the public body to pay a civil fine of \$1,000.00, which shall be deposited into the general fund of the state treasury. The court shall award, in addition to any actual or compensatory damages, punitive damages in the amount of \$1,000.00 to the person seeking the right to inspect or receive a copy of a public record. The damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

History: 1976, Act 442, Eff. Apr. 13, 1977 ;-- Am. 1978, Act 329, Imd. Eff. July 11, 1978 ;-- Am. 1996, Act 553, Eff. Mar. 31, 1997 ;-- Am. 2014, Act 563, Eff. July 1, 2015.

SOCWA: Keep original and provide copy of both sides, along with Public Summary, to requestor at no charge.

Southeastern Oakland County Water Authority
3910 W. Webster Road
Royal Oak, Michigan 48073
Phone: (248) 288-5150 Fax: (248) 435-0310

Fee Appeal Form

DRAFT

FOIA Appeal Form—To Appeal an Excess Fee
Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

Request No.: _____ **Date Received:** _____ Check if received via: Email Fax Other Electronic Method
Date of This Notice: _____ **Date delivered to junk/spam folder:** _____
(Please Print or Type) **Date discovered in junk/spam folder:** _____

Name	Phone
Firm/Organization	Fax
Street	Email
City	State Zip

Request for: Copy Certified copy Record inspection Subscription to record issued on regular basis
Delivery Method: Will pick up Will make own copies onsite Mail to address above Email to address above
 Deliver on digital media provided by SOCWA: _____

Record(s) You Requested: _____

Reason(s) for Appeal:

The appeal must specifically identify how the required fee(s) exceed the amount permitted. You may use this form or attach additional sheets:

Requestor's Signature: _____ **Date:** _____

SOCWA Response:

SOCWA must provide a response within 10 business days after receiving this appeal, including a determination or taking one 10-day extension.

SOCWA Extension: We are extending the date to respond to your FOIA fee appeal for no more than 10 business days, until _____.
Only one extension may be taken per FOIA appeal.
Unusual circumstances warranting extension: _____

If you have any questions regarding this extension, contact: _____

SOCWA Determination: Fee Waived Fee Reduced Fee Upheld

Written basis for **SOCWA** determination:

Notice of Requestor's Right to Seek Judicial Review

You are entitled under Section 10a of the Michigan Freedom of Information Act, MCL 15.240a, to appeal a FOIA fee that you believe exceeds the amount permitted under SOCWA's written Procedures and Guidelines to SOCWA Board or to commence an action in the Circuit Court for a fee reduction within 45 days after receiving the notice of the required fee or a determination of an appeal to SOCWA Board. If a civil action is commenced in court, SOCWA is not obligated to compete processing the request until the court resolves the fee dispute. If the court determines that SOCWA required a fee that exceeded the permitted amount, the court shall reduce the fee to a permissible amount. (See back of this form for additional information on your rights.)

Signature of FOIA Coordinator: _____ **Date:** _____

FREEDOM OF INFORMATION ACT (EXCERPT)
Act 442 of 1976

15.240a.added Fee in excess of amount permitted under procedures and guidelines or MCL 15.234.

Sec. 10a.

(1) If a public body requires a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4, the requesting person may do any of the following:

(a) If the public body provides for fee appeals to the head of the public body in its publicly available procedures and guidelines, submit to the head of the public body a written appeal for a fee reduction that specifically states the word "appeal" and identifies how the required fee exceeds the amount permitted under the public body's available procedures and guidelines or section 4.

(b) Commence a civil action in the circuit court, or if the decision of a state public body is at issue, in the court of claims, for a fee reduction. The action must be filed within 45 days after receiving the notice of the required fee or a determination of an appeal to the head of a public body. If a civil action is commenced against the public body under this subdivision, the public body is not obligated to complete the processing of the written request for the public record at issue until the court resolves the fee dispute. An action shall not be filed under this subdivision unless 1 of the following applies:

(i) The public body does not provide for appeals under subdivision (a).

(ii) The head of the public body failed to respond to a written appeal as required under subsection (2).

(iii) The head of the public body issued a determination to a written appeal as required under subsection (2).

(2) Within 10 business days after receiving a written appeal under subsection (1)(a), the head of a public body shall do 1 of the following:

(a) Waive the fee.

(b) Reduce the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the remaining fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the reduced fee amount complies with its publicly available procedures and guidelines and section 4.

(c) Uphold the fee and issue a written determination to the requesting person indicating the specific basis under section 4 that supports the required fee. The determination shall include a certification from the head of the public body that the statements in the determination are accurate and that the fee amount complies with the public body's publicly available procedures and guidelines and section 4.

(d) Issue a notice extending for not more than 10 business days the period during which the head of the public body must respond to the written appeal. The notice of extension shall include a detailed reason or reasons why the extension is necessary. The head of a public body shall not issue more than 1 notice of extension for a particular written appeal.

(3) A board or commission that is the head of a public body is not considered to have received a written appeal under subsection (2) until the first regularly scheduled meeting of that board or commission following submission of the written appeal under subsection (1)(a).

(4) In an action commenced under subsection (1)(b), a court that determines the public body required a fee that exceeds the amount permitted under its publicly available procedures and guidelines or section 4 shall reduce the fee to a permissible amount. Venue for an action against a local public body is proper in the circuit court for the county in which the public record or an office of the public body is located. The court shall determine the matter de novo, and the burden is on the public body to establish that the required fee complies with its publicly available procedures and guidelines and section 4. Failure to comply with an order of the court may be punished as contempt of court.

(5) An action commenced under this section and an appeal from an action commenced under this section shall be assigned for hearing and trial or for argument at the earliest practicable date and expedited in every way.

(6) If the requesting person prevails in an action commenced under this section by receiving a reduction of 50% or more of the total fee, the court may, in its discretion, award all or an appropriate portion of reasonable attorneys' fees, costs, and disbursements. The award shall be assessed against the public body liable for damages under subsection (7).

(7) If the court determines in an action commenced under this section that the public body has arbitrarily and capriciously violated this act by charging an excessive fee, the court shall order the public body to pay a civil fine of \$500.00, which shall be deposited in the general fund of the state treasury. The court may also award, in addition to any actual or compensatory damages, punitive damages in the amount of \$500.00 to the person seeking the fee reduction. The fine and any damages shall not be assessed against an individual, but shall be assessed against the next succeeding public body that is not an individual and that kept or maintained the public record as part of its public function.

(8) As used in this section, "fee" means the total fee or any component of the total fee calculated under section 4, including any deposit.

History: Add. 2014, Act 563, Eff. July 1, 2015

March 7, 2024

Board of Trustees
Southeast Oakland County Water Authority

Subject: SOCWA Updates

Board Members:

SOCWA has had a lot of activity in February and early March. The system has been performing well while undergoing some operational changes.

Webster Valve Project

The Webster isolation valve project is mobilized and should be completed by the end of April. This is a phase of the reservoir separation project and will be valuable for future maintenance of the Webster elevated tank and reservoir. The system had to have a portion isolated, and several valves operated. The system response was stable and as expected. Trojan construction is performing the work and Bob Jackovich is managing the project for SOCWA.



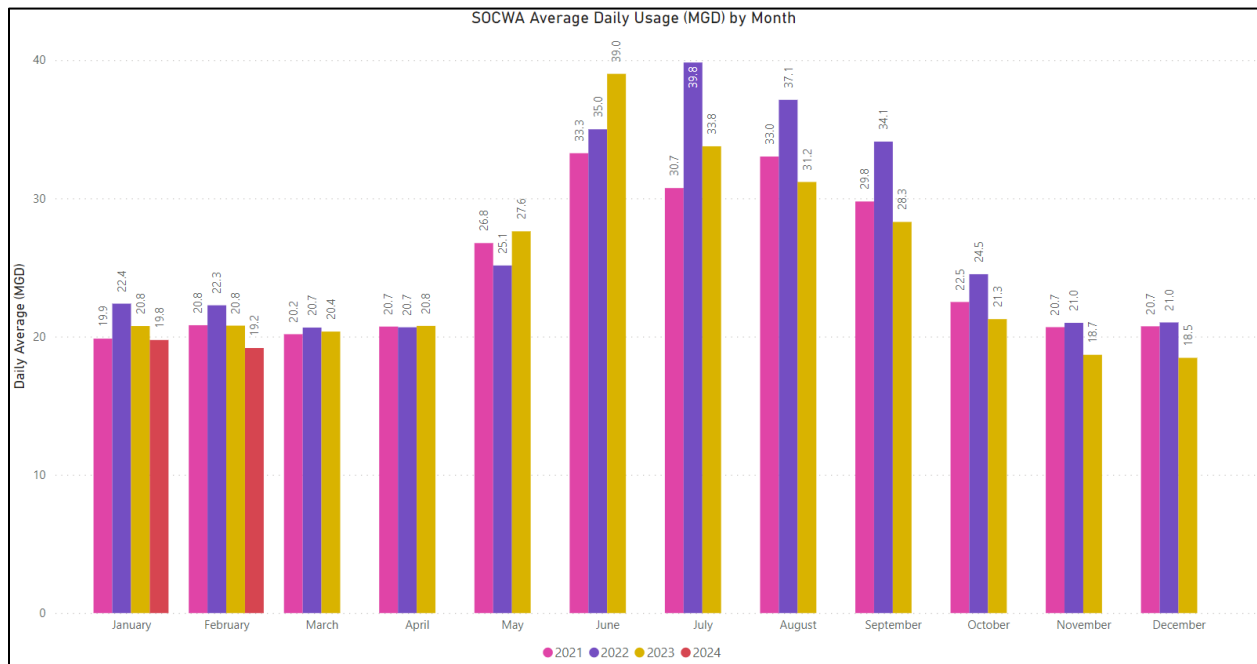
GLWA Max Day and Peak Hour

The GLWA rate is largely based on max day and peak hour contract values. We have been unsuccessful in lowering those values in recent years but we are going to reengage GLWA to attempt to demonstrate that the values could be lowered after the 2024 summer. We have brainstorming on SCADA improvements that would provide Operational Advisement for Operators to improve system performance. We will reach out to GLWA for a meeting with the contract negotiation team before June 1st.

FY25 Projections

I will be performing analysis on SOCWA water usage and the usage of each community within the SOCWA system to best develop the budget for 2025. We continue to see a decrease in demand over the base (winter) months which has contributed to the revenue shortfall in this fiscal year. In the Monthly Reports I've included a history of consumption for SOCWA communities as part of the Water Monthly Reports. The daily average usage for SOCWA was below 20 million gallons per day (MGD) the last four consecutive months and November and December were below 19 MGD for the only times since 2021.

This low usage results in financial challenges since much of our costs are fixed.



SOCWA Website Updates

We have been working with Resource Recycling Solutions (RRS) to update the SOCWA website. The content has been moved over to the Squarespace platform but we would also like to roll out a new logo and branding. We hope to bring the new logo to the Board next month.

Respectfully submitted,

Eric L Griffin
General Manager

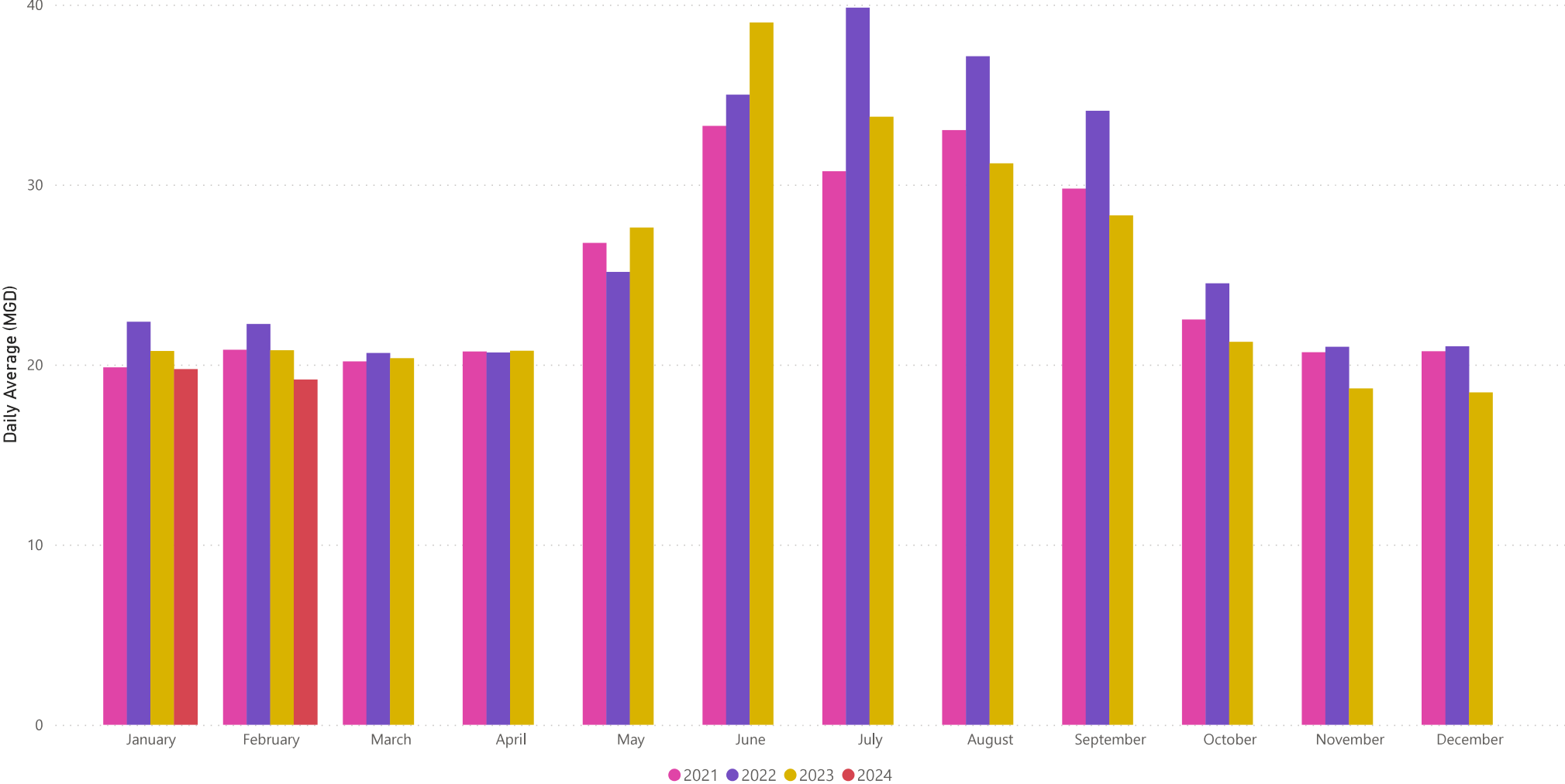
Suggested Resolution: “That the report on Operations Update be received and filed.”

**SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
WATER CONSUMPTION
AVERAGE M.G. PER DAY**

February 2024

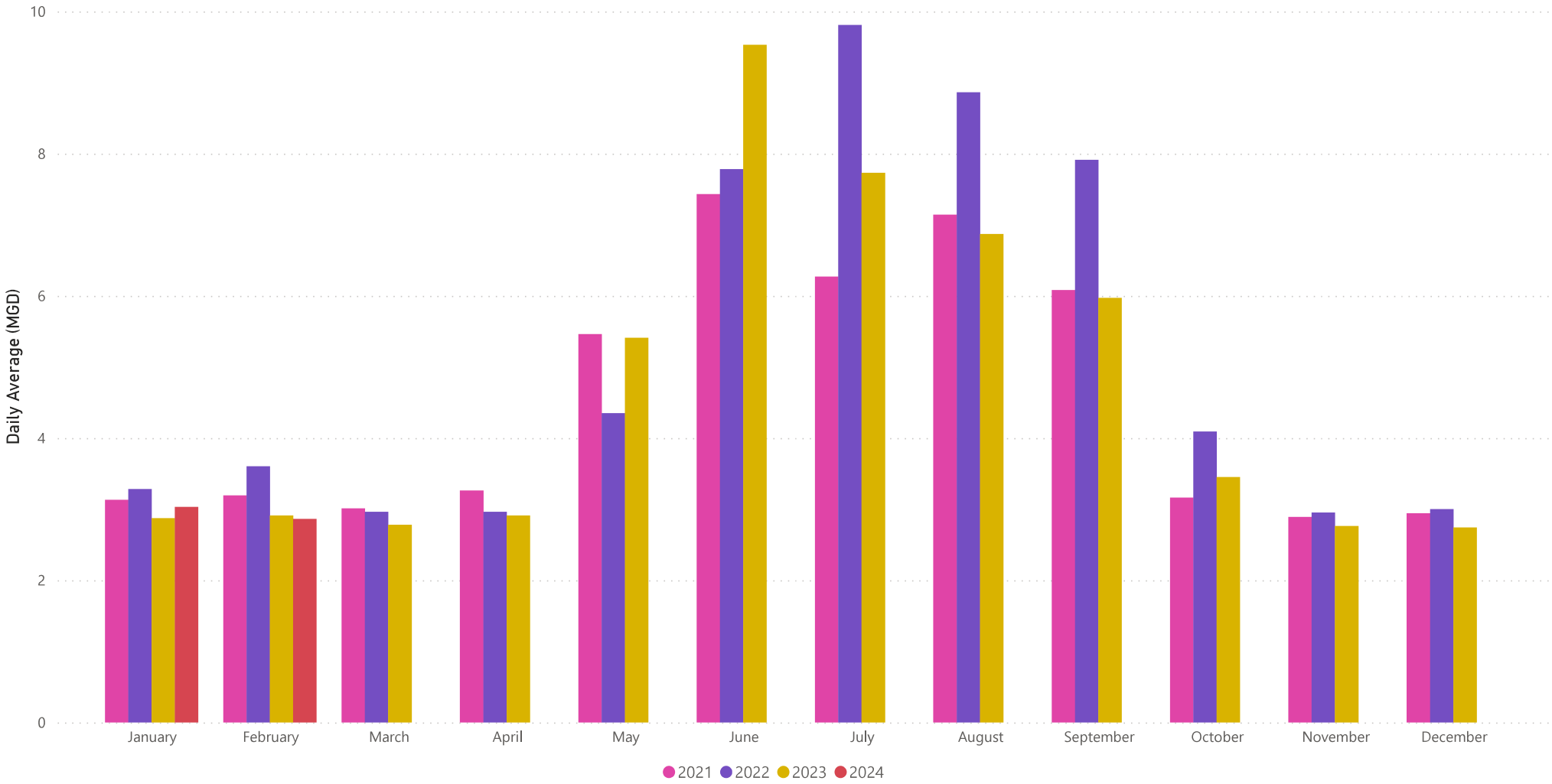
<u>Purchase from GLWA</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
Buchanan	0.00	0.00	0.00	0.00
Lamb	0.00	0.00	0.01	0.10
Shafter	0.00	0.25	0.00	0.08
12 Mile	7.58	7.44	6.45	6.48
14 Mile	9.03	9.43	10.16	8.97
16 Mile	0.74	1.20	0.84	0.41
Bloomfield Hills	0.69	0.55	0.55	0.55
Bloomfield Twp	<u>2.79</u>	<u>3.18</u>	<u>2.49</u>	<u>2.45</u>
Total:	20.83	22.05	20.50	19.04
<u>Sold by Authority</u>				
Berkley	0.94	1.06	0.93	0.84
Beverly Hills	0.68	0.69	0.63	0.57
Bingham Farms	0.13	0.13	0.14	0.13
Birmingham	1.73	1.70	1.76	1.76
Bloomfield Hills	0.69	0.55	0.55	0.55
Bloomfield Twp	3.19	3.60	2.91	2.86
Clawson	0.72	0.71	0.67	0.67
Huntington Woods	0.37	0.36	0.37	0.31
Lathrup Village	0.48	0.45	0.24	0.24
Pleasant Ridge	0.16	0.15	0.15	0.14
Royal Oak	4.09	5.02	4.90	3.86
Southfield	7.42	7.62	7.37	7.01
Detroit (Zoo & Rackham)	<u>0.22</u>	<u>0.22</u>	<u>0.17</u>	<u>0.23</u>
Total:	20.82	22.26	20.79	19.17
Water Sales Over /Under Water Purchased	-0.01	0.21	0.29	0.13
Per Cent	-0.05%	0.95%	1.41%	0.68%

SOCWA Average Daily Usage (MGD) by Month



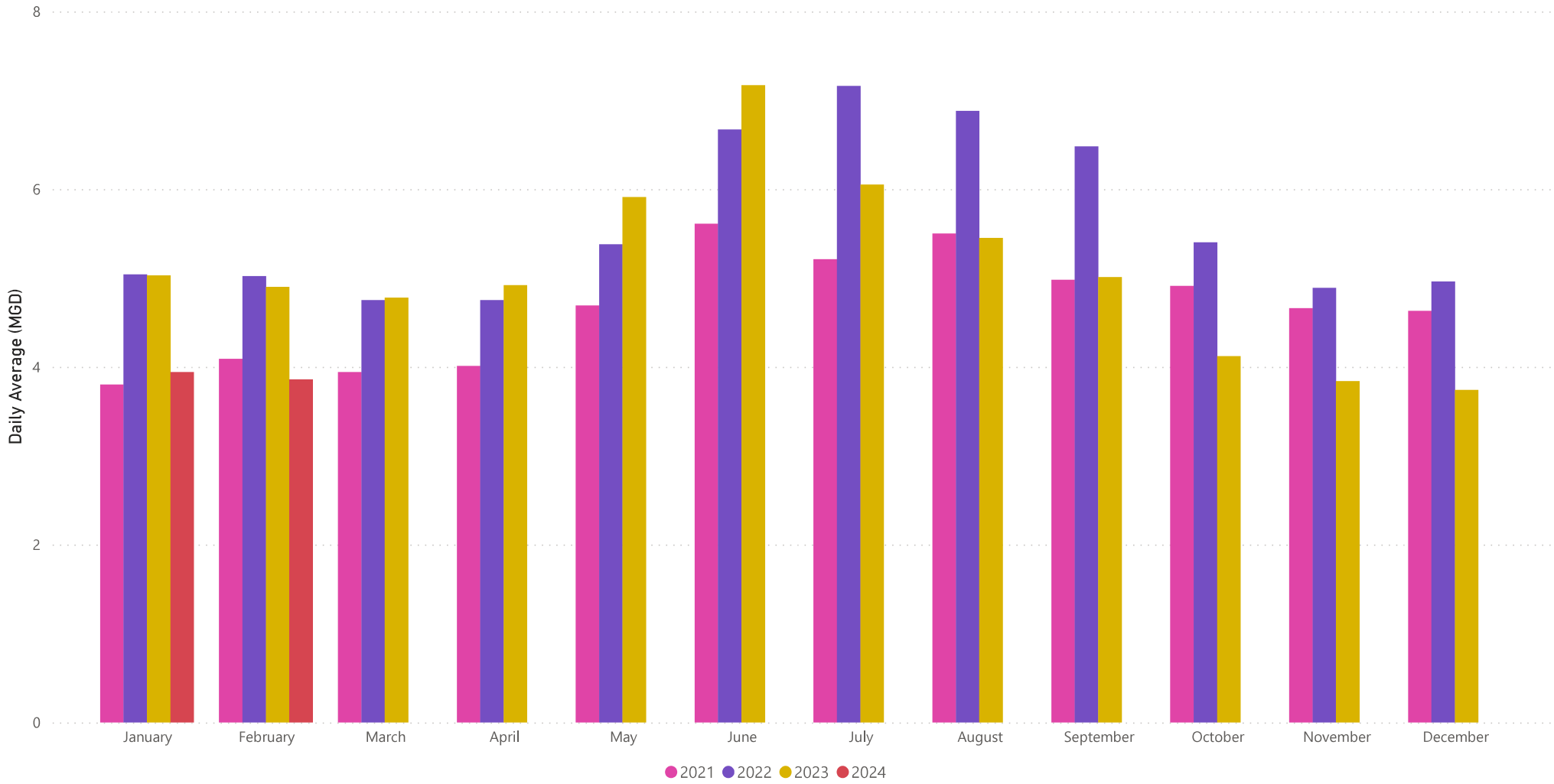
2018	2019	2020	2021	2022	2023	2024
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Bloomfield Township Average Daily Usage (MGD) by Month



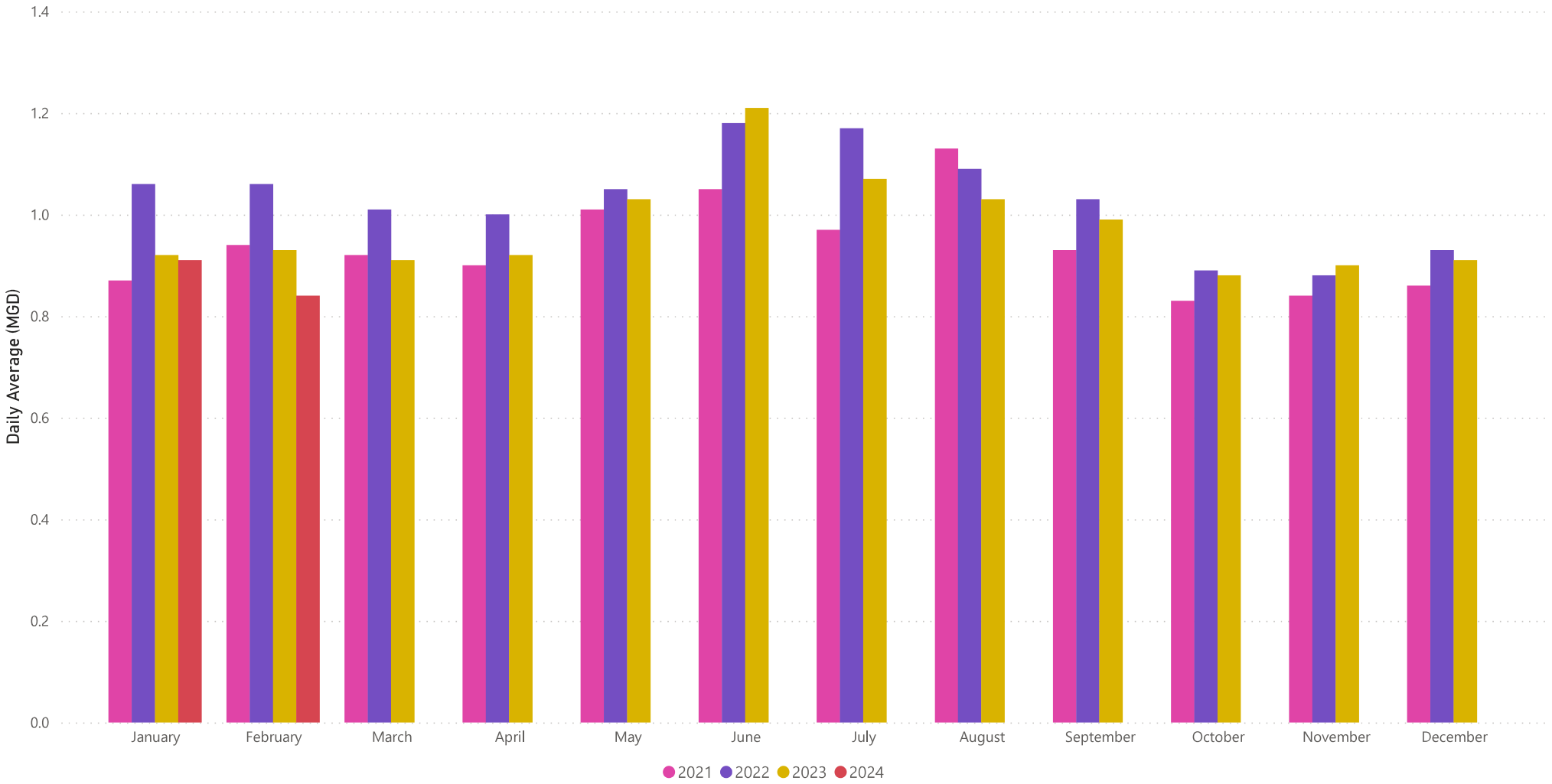
2018	2019	2020	2021	2022	2023	2024
------	------	------	------	------	------	------

City of Royal Oak Average Daily Usage (MGD) by Month



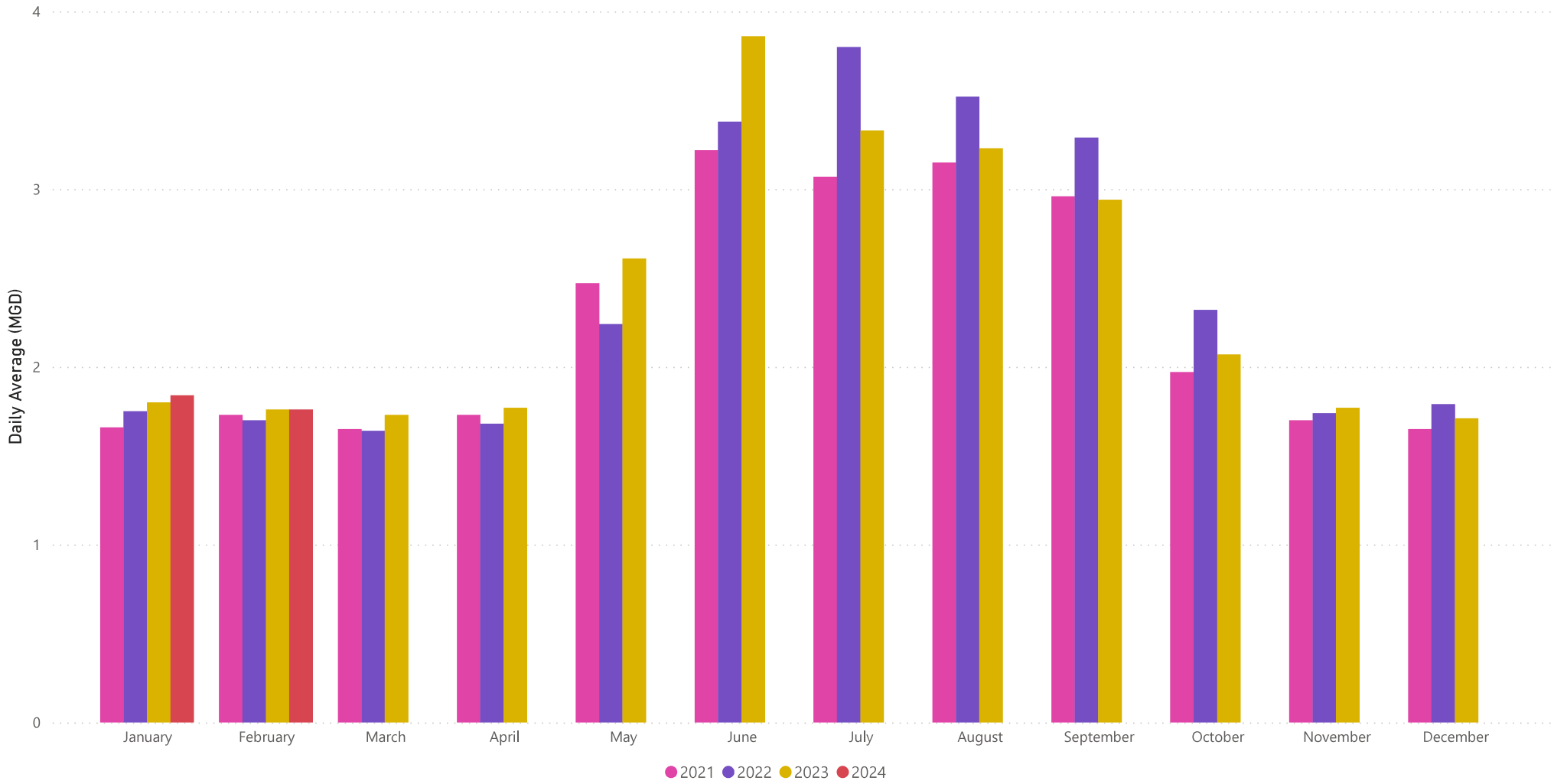
2018	2019	2020	2021	2022	2023	2024
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City of Berkley Average Daily Usage (MGD) by Month



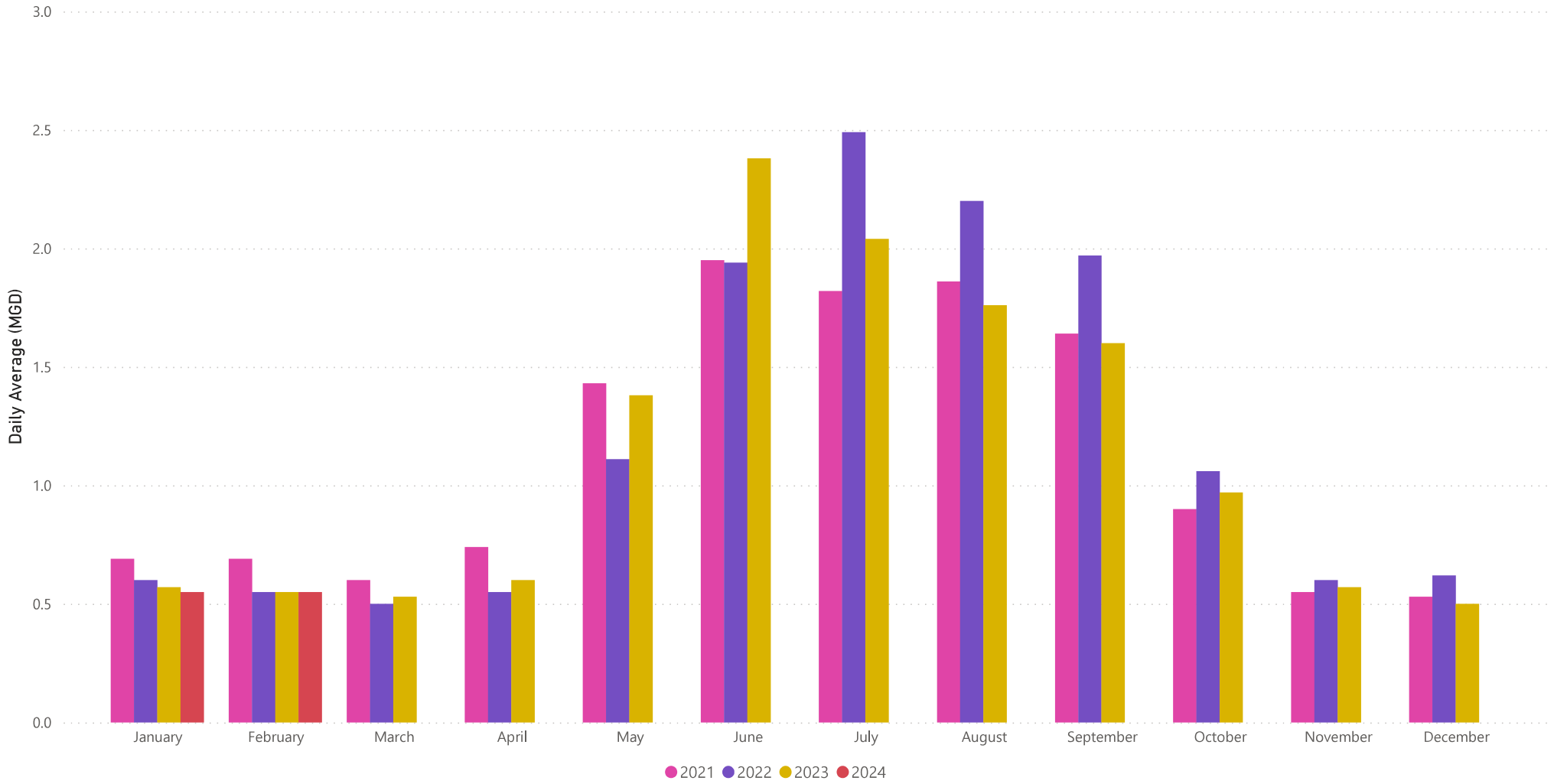
2018	2019	2020	2021	2022	2023	2024
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City of Birmingham Average Daily Usage (MGD) by Month



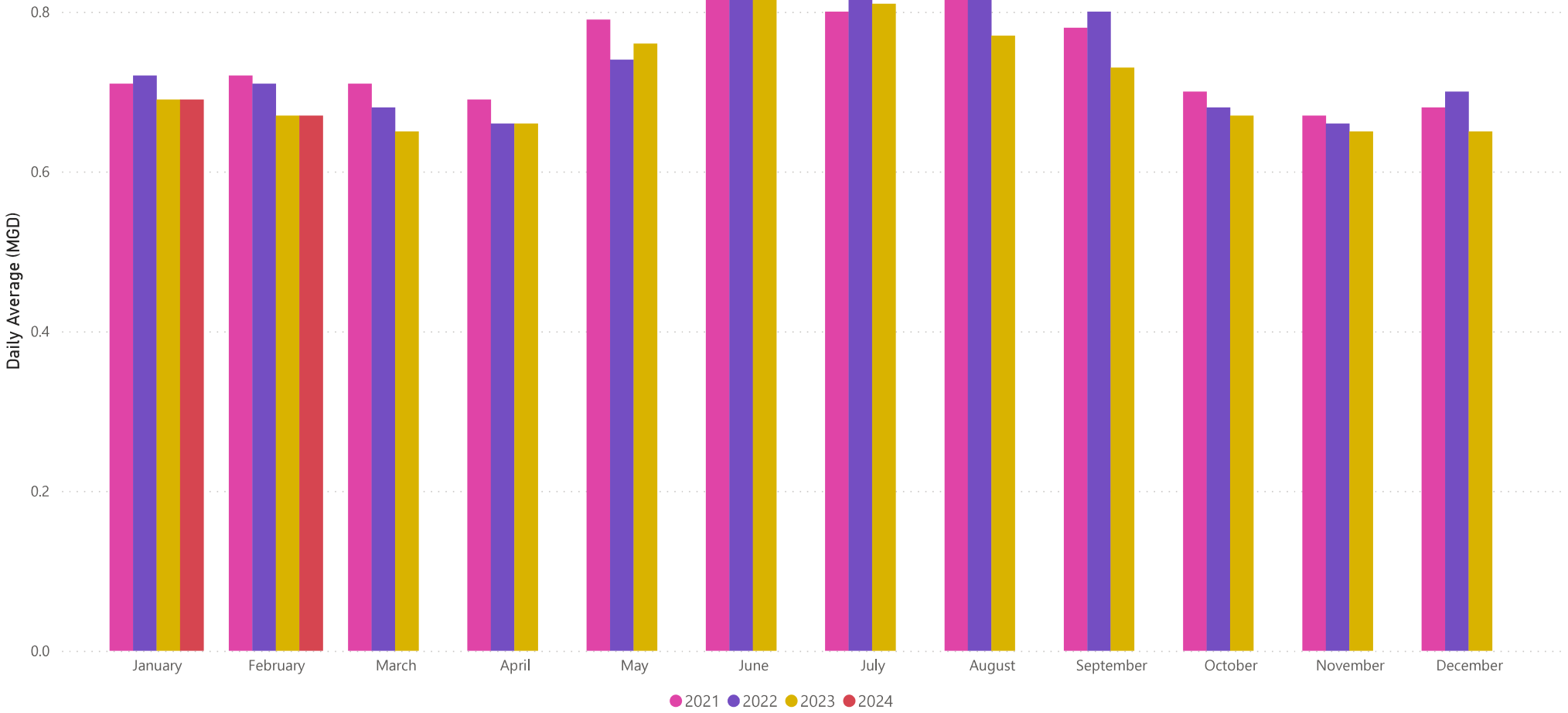
2018	2019	2020	2021	2022	2023	2024
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City of Bloomfield Hills Average Daily Usage (MGD) by Month



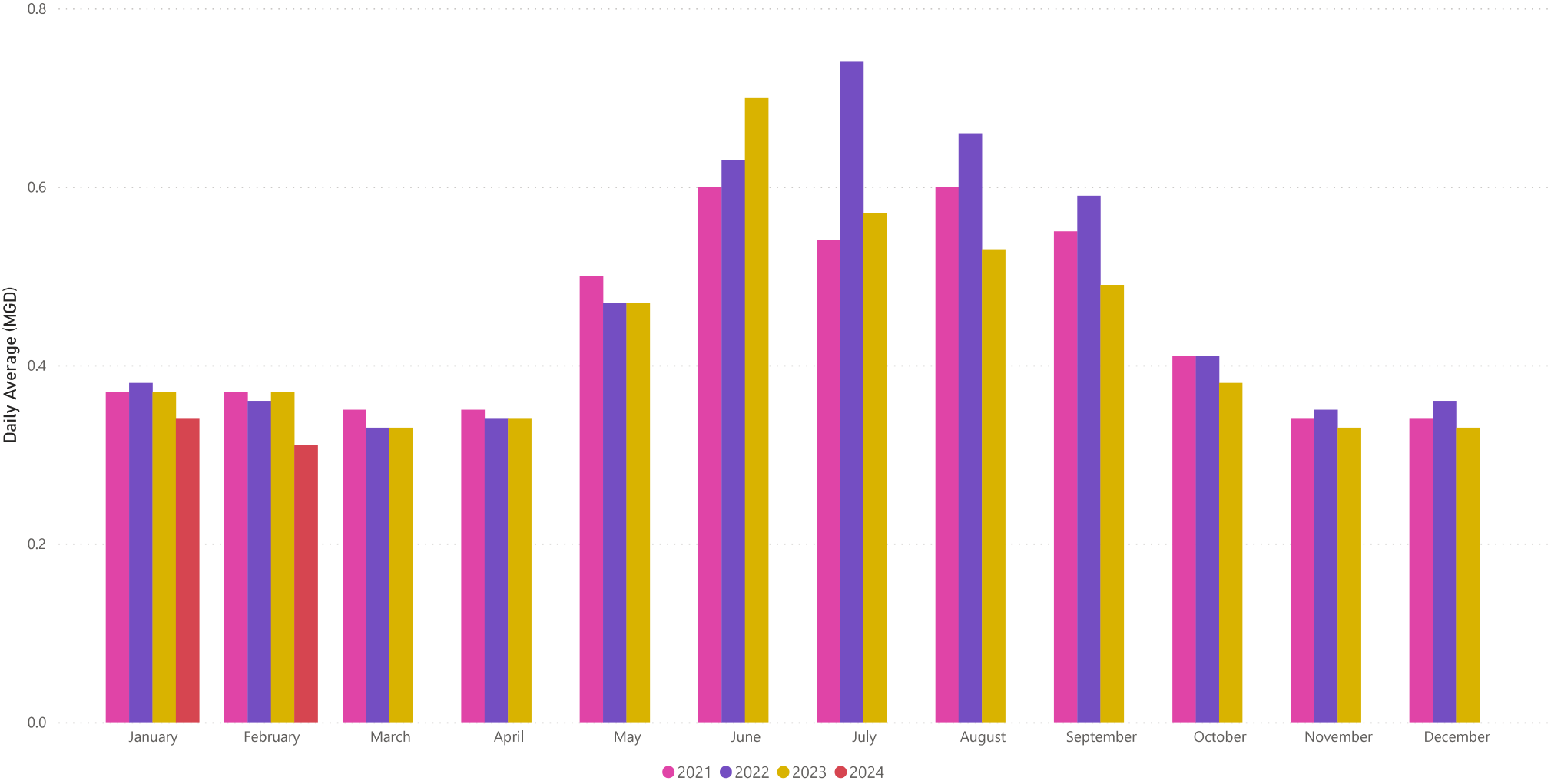
2018	2019	2020	2021	2022	2023	2024
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City of Clawson Average Daily Usage (MGD) by Month



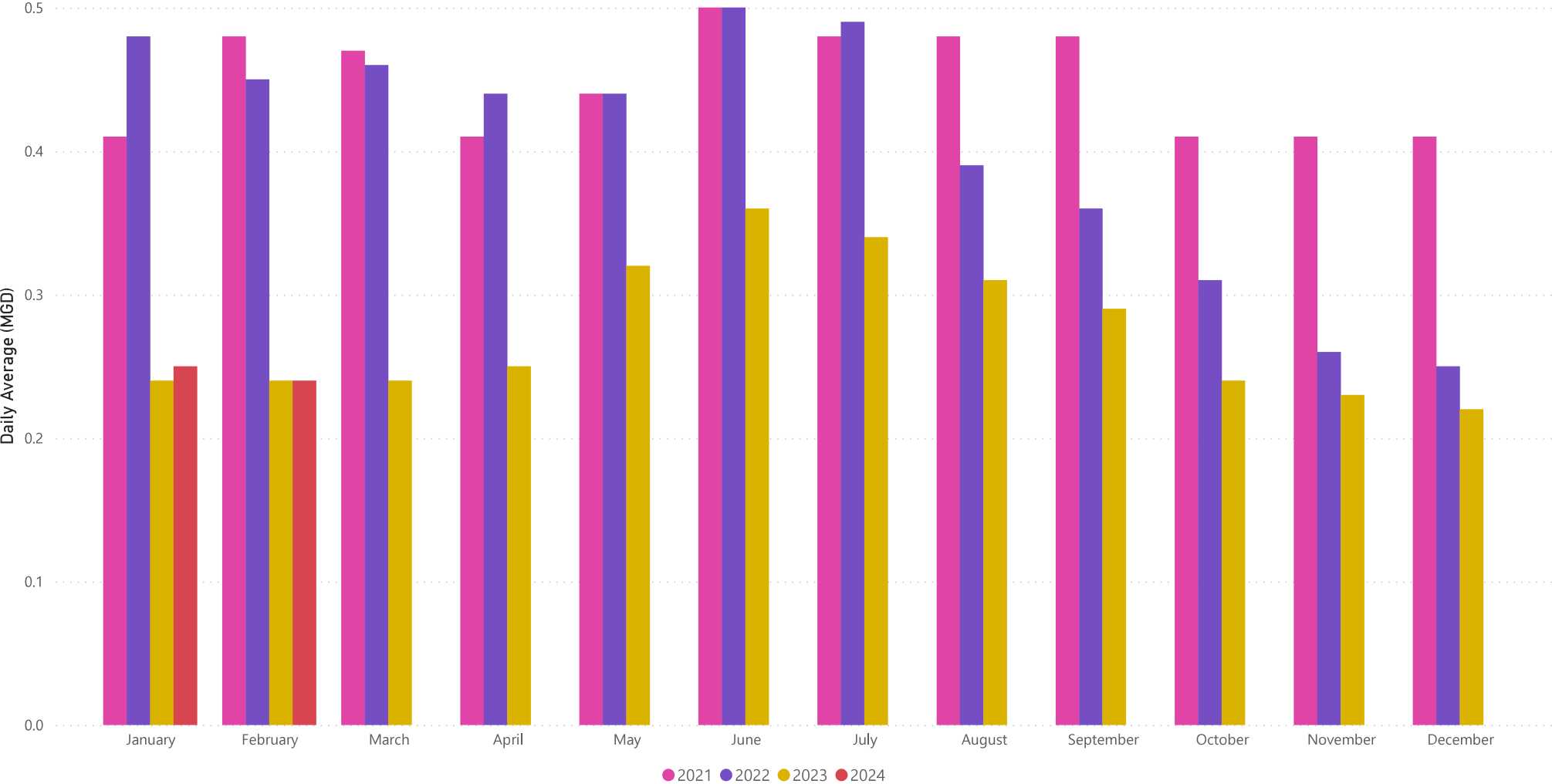
2018	2019	2020	2021	2022	2023	2024
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City of Huntington Woods Average Daily Usage (MGD) by Month



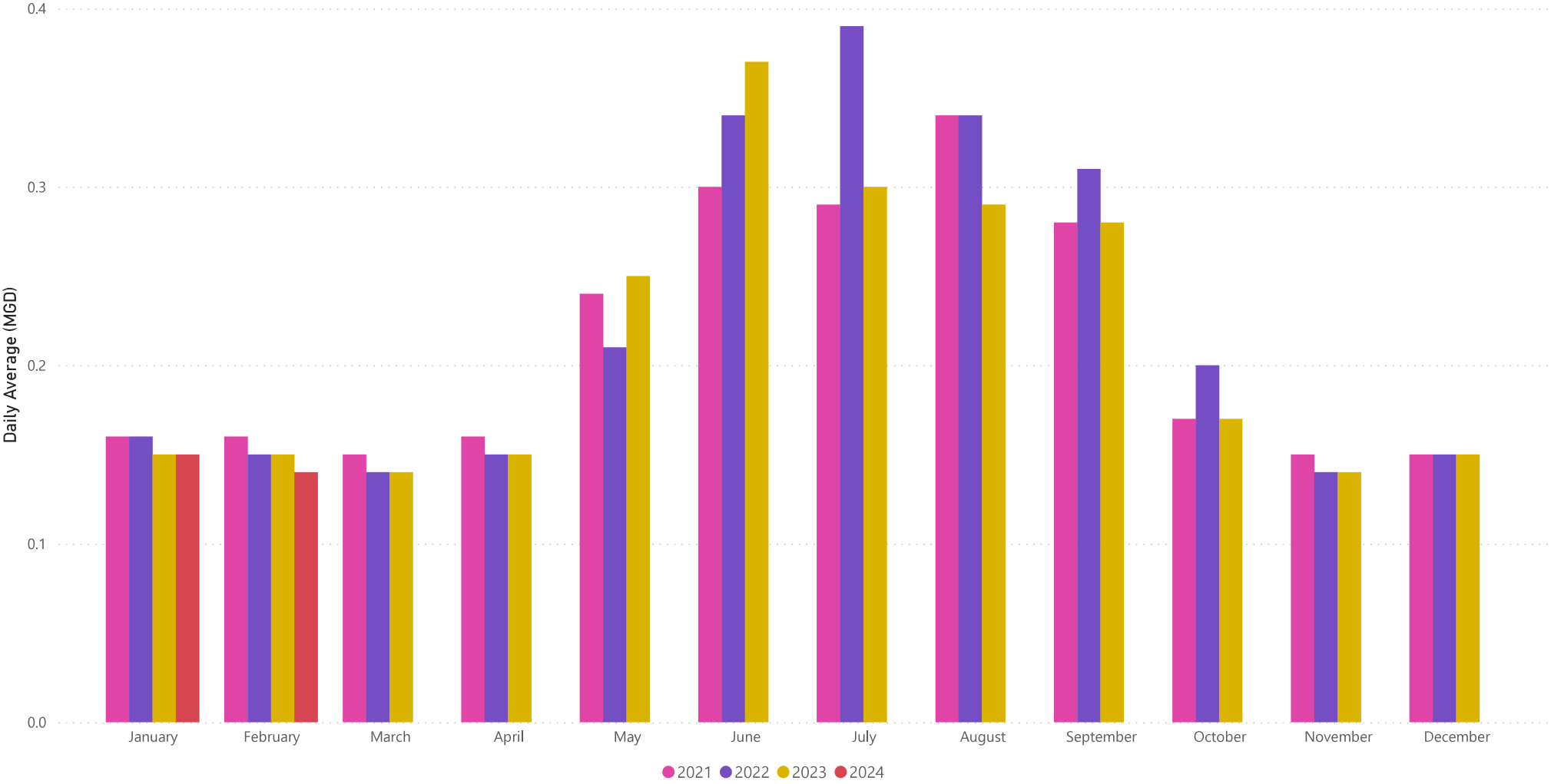
2018	2019	2020	2021	2022	2023	2024
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City of Lathrup Village Average Daily Usage (MGD) by Month



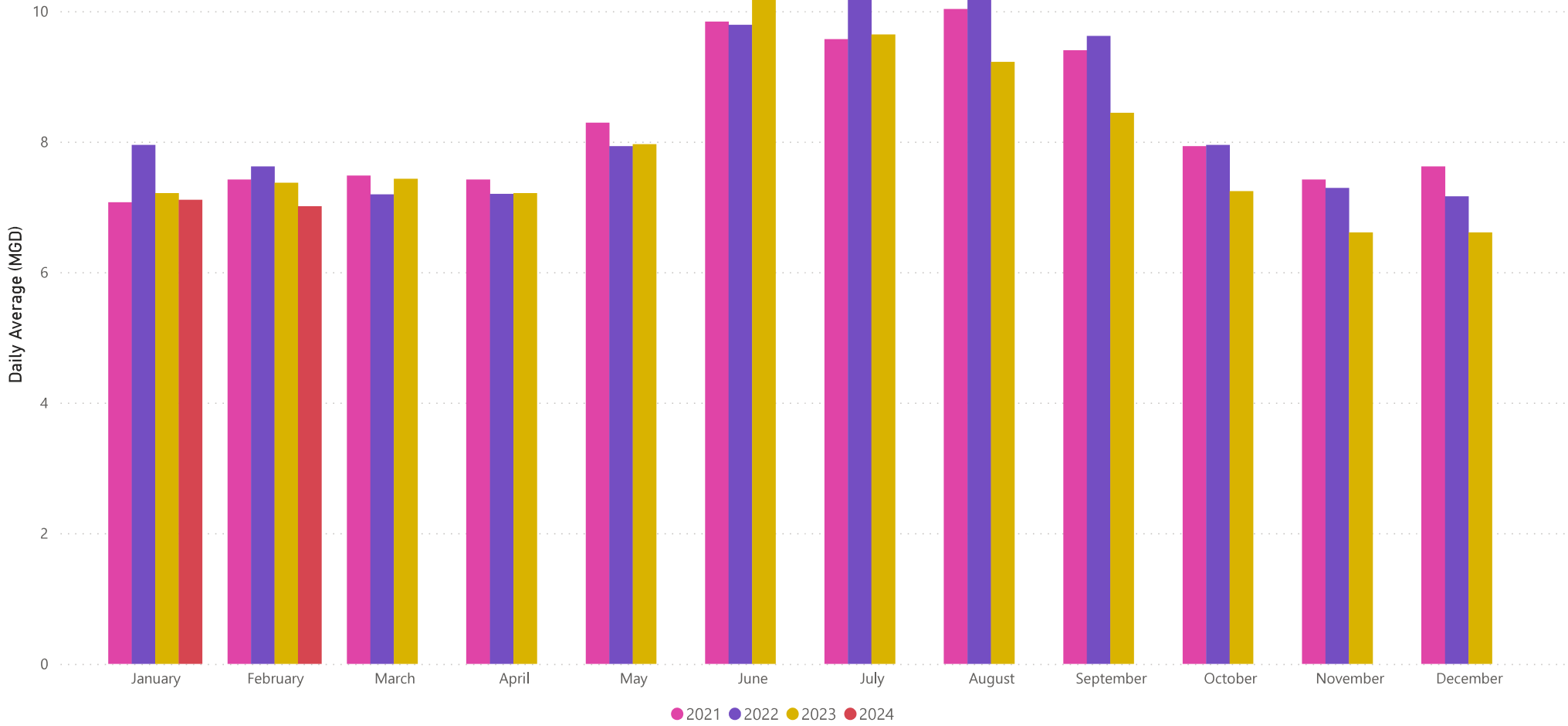
2018	2019	2020	2021	2022	2023	2024
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City of Pleasant Ridge Average Daily Usage (MGD) by Month



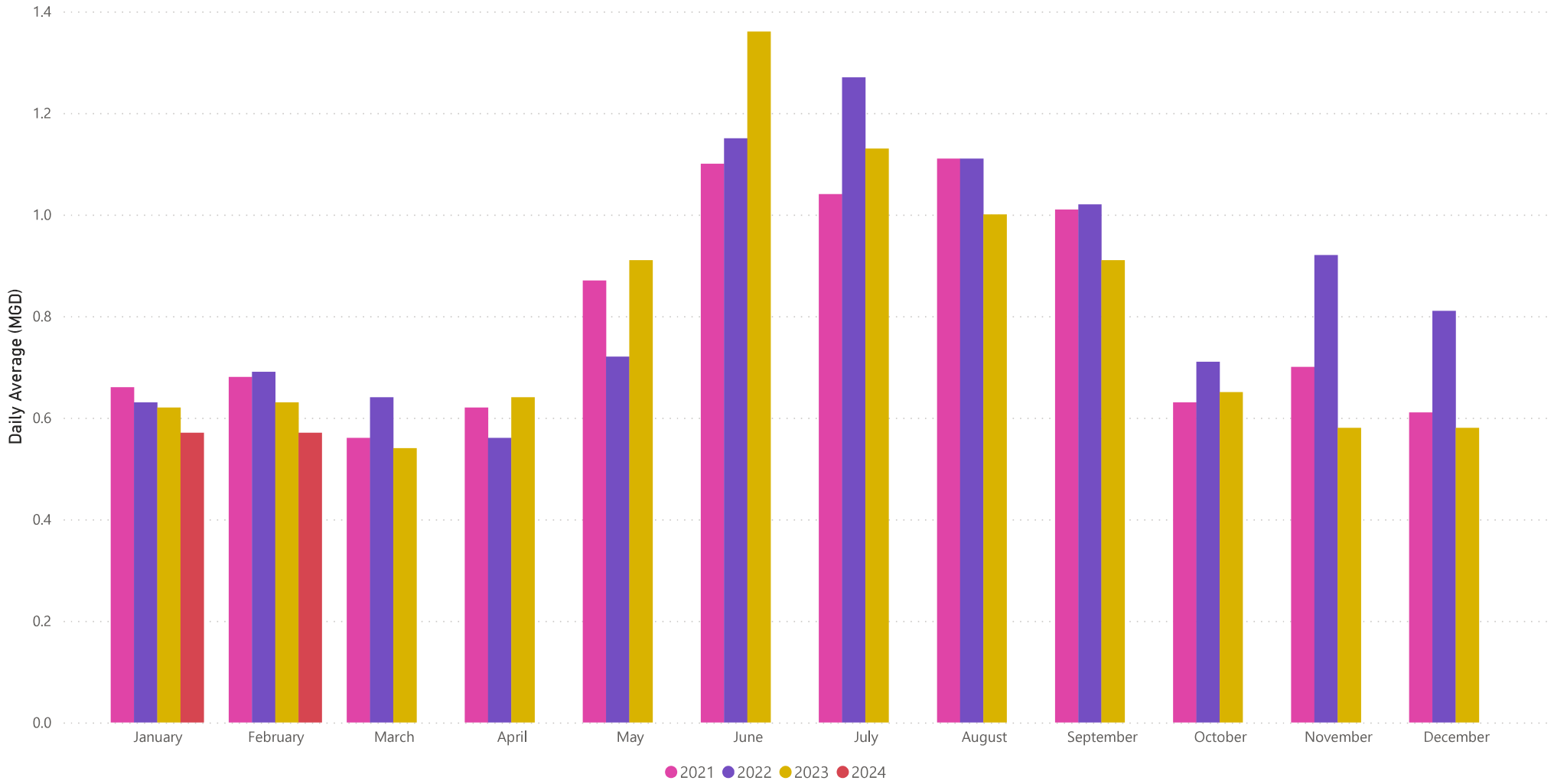
2018	2019	2020	2021	2022	2023	2024
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City of Southfield Average Daily Usage (MGD) by Month



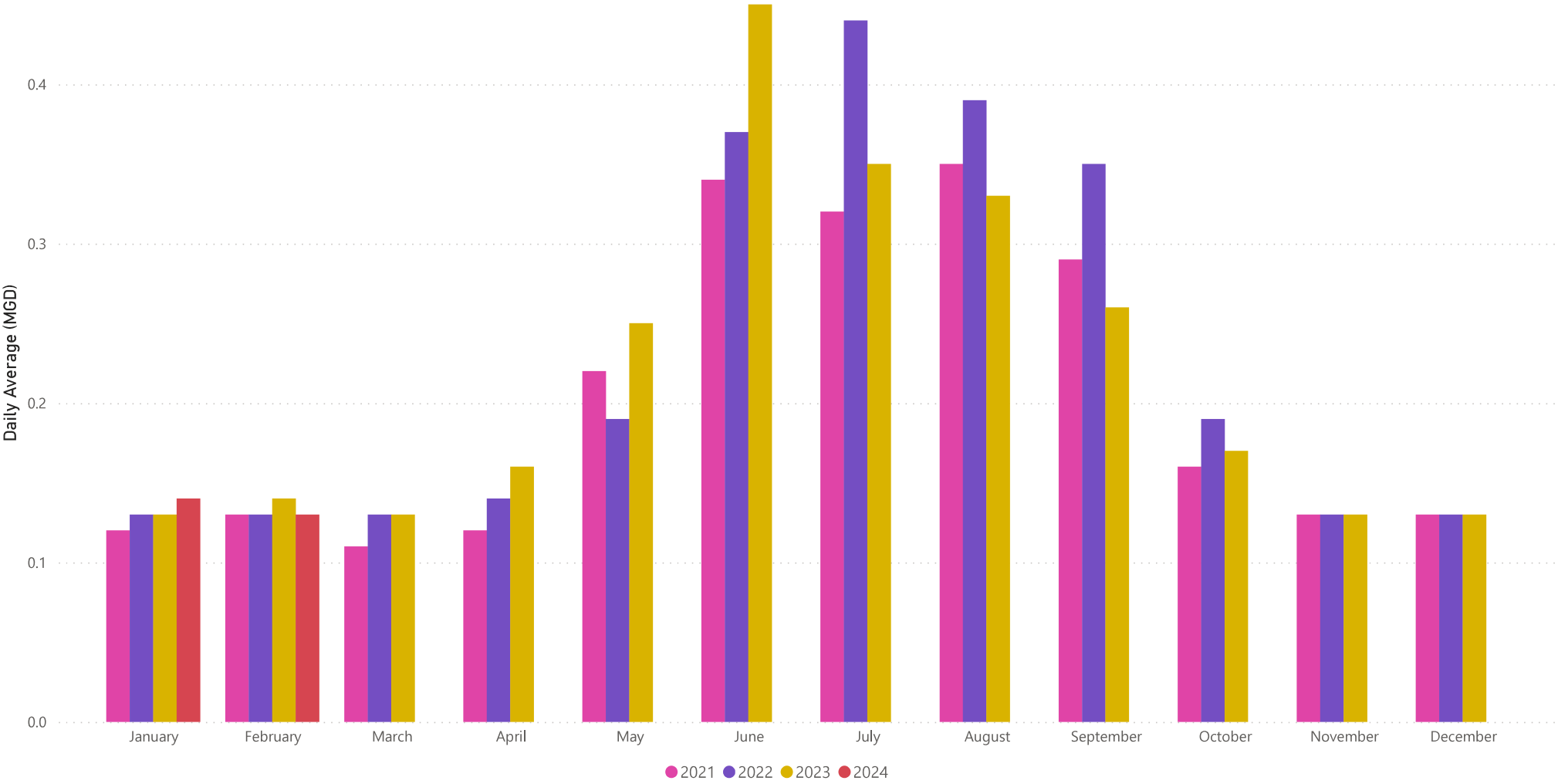
2018	2019	2020	2021	2022	2023	2024
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Village of Beverly Hills Average Daily Usage (MGD) by Month



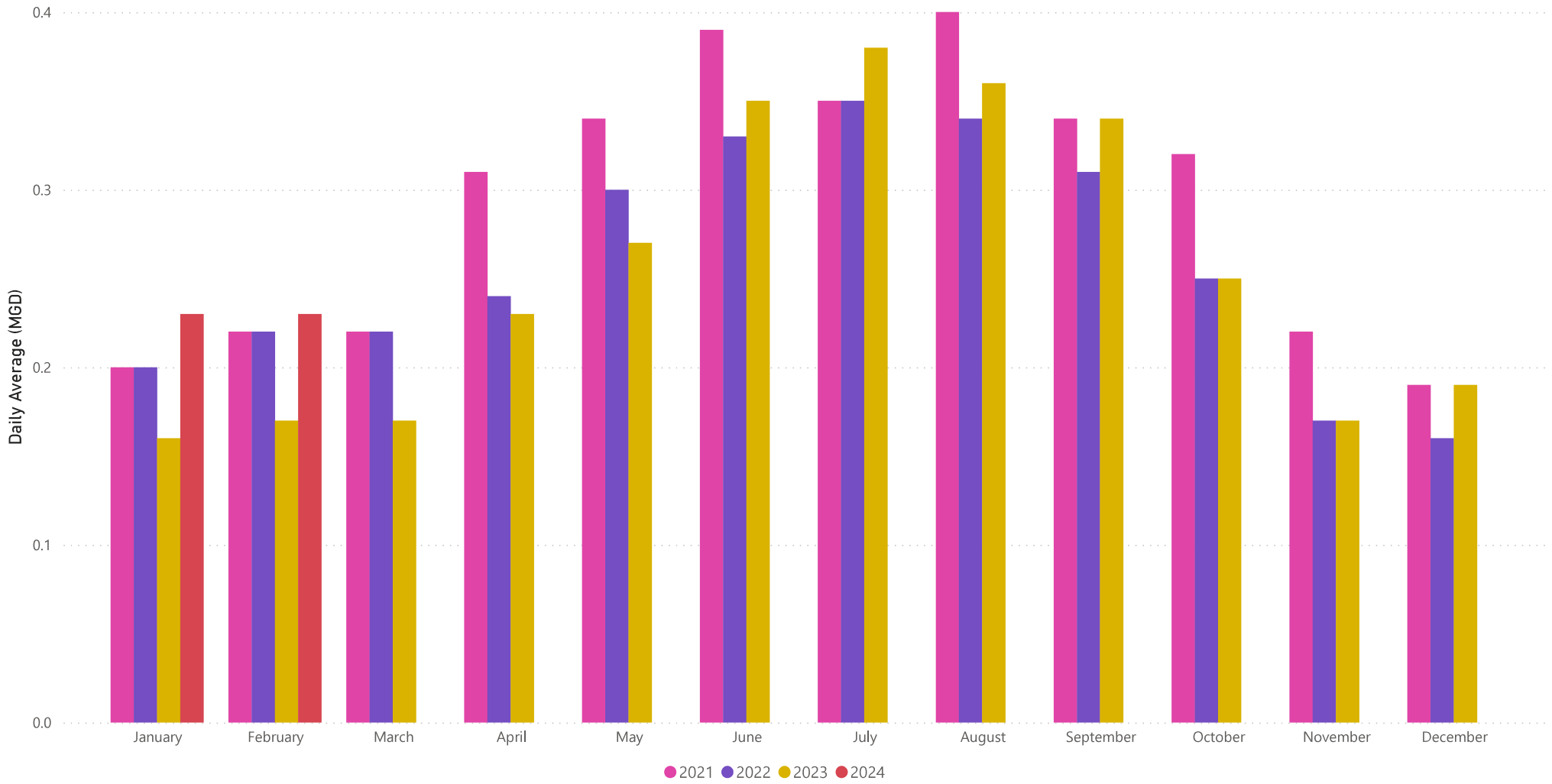
2018	2019	2020	2021	2022	2023	2024
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Village of Bingham Farms Average Daily Usage (MGD) by Month



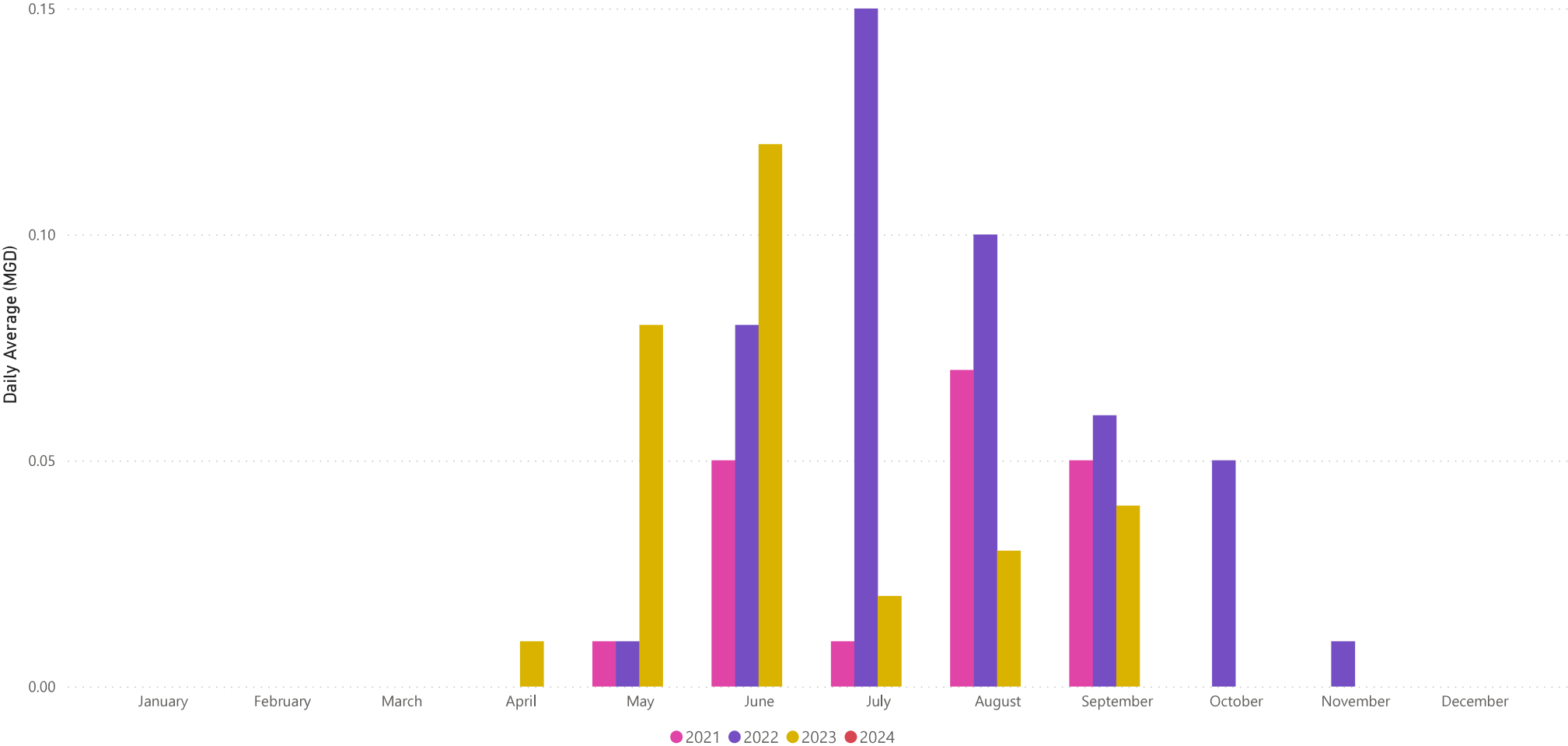
2018	2019	2020	2021	2022	2023	2024
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Detroit Zoological Society Average Daily Usage (MGD) by Month



2018	2019	2020	2021	2022	2023	2024
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City of Detroit Rec Average Daily Usage (MGD) by Month



2018	2019	2020	2021	2022	2023	2024
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SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
02/01/24 - 02/29/24

	Period Actual	Period Budget	Variance
SALE OF WATER MEMBERS	1,212,405.46	1,291,459.00	(79,053.54)
SALE OF WATER OTHERS	491,852.96	547,052.00	(55,199.04)
TOTAL SALE OF WATER REVENUES	1,704,258.42	1,838,511.00	(134,252.58)
OTHER REVENUES			
RENTALS	20,184.10	20,155.44	28.66
WATER ANALYSIS	0.00	500.00	(500.00)
INTEREST ON INVESTMENTS	29,288.62	12,500.00	16,788.62
MISCELLANEOUS REVENUE	(4,984.91)	500.00	(5,484.91)
TOTAL OTHER REVENUES	44,487.81	33,655.44	10,832.37
TOTAL REVENUES	1,748,746.23	1,872,166.44	(123,420.21)
LEAD SERVICE REPLACEMENT	498,798.82	150,000.00	348,798.82
EXPENSES			
PURCHASE OF WATER FOR RESALE	2,029,550.74	2,045,000.00	(15,449.26)
POWER, PUMPING & GROUNDS WEBSTER	47,242.23	48,768.34	(1,526.11)
POWER, PUMPING & GROUNDS	24,205.12	26,963.68	(2,758.56)
COMPUTER OPERATIONS	5,603.86	8,583.33	(2,979.47)
PURIFICATION	8,623.74	12,877.08	(4,253.34)
METERS & MAINS	10,842.37	22,005.48	(11,163.11)
ADMINISTRATION & GENERAL	89,992.24	64,250.00	25,742.24
TOTAL EXPENSES	2,216,060.30	2,228,447.91	(12,387.61)
LEAD SERVICE LINE REPLACEMENT	498,798.82	150,000.00	348,798.82
CURRENT PERIOD INCOME	(467,314.07)	(356,281.47)	(111,032.60)

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY
INCOME STATEMENT
07/01/23 - 02/29/24

	Period Actual	Period Budget	Variance
SALE OF WATER MEMBERS	11,599,525.26	12,887,672.00	(1,288,146.74)
SALE OF WATER OTHERS	6,188,372.93	7,534,416.00	(1,346,043.07)
TOTAL SALE OF WATER REVENUES	17,787,898.19	20,422,088.00	(2,634,189.81)
OTHER REVENUES			
RENTALS	90,121.76	89,921.14	200.62
WATER ANALYSIS	670.00	4,000.00	(3,330.00)
INTEREST ON INVESTMENTS	221,734.77	100,000.00	121,734.77
MISCELLANEOUS REVENUE	182,924.82	2,500.00	180,424.82
TOTAL OTHER REVENUES	495,451.35	196,421.14	299,030.21
TOTAL REVENUES	18,283,349.54	20,618,509.14	(2,335,159.60)
LEAD SERVICE REPLACEMENT	1,216,777.59	1,550,000.00	(333,222.41)
EXPENSES			
PURCHASE OF WATER FOR RESALE	11,408,564.72	12,250,000.00	(841,435.28)
POWER, PUMPING & GROUNDS WEBSTER	380,845.89	402,716.72	(21,870.83)
POWER, PUMPING & GROUNDS	137,957.22	211,502.94	(73,545.72)
COMPUTER OPERATIONS	64,009.87	69,166.31	(5,156.44)
PURIFICATION	115,727.75	103,016.64	12,711.11
METERS & MAINS	142,654.68	175,382.34	(32,727.66)
ADMINISTRATION & GENERAL	613,631.19	615,500.00	(1,868.81)
IN TRANSIT	6,016,389.21	6,197,000.00	(180,610.79)
TOTAL EXPENSES	18,879,780.53	20,024,284.95	(1,144,504.42)
LEAD SERVICE LINE REPLACEMENT	1,216,797.19	1,550,000.00	(333,202.81)
CURRENT PERIOD INCOME	(596,430.99)	594,224.19	(1,190,655.18)

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY

Water Supplier Bacteriological Analysis Report for the Michigan Department of Environmental Quality

System Name: S.O.C.W.A. WSSN-6150

Oakland County, Michigan

Month: **February 2024**

of Weeks: **5**

Community	Date:	Date:	Date:	Date:	Date:
(Sample Location)	02/01/24	02/08/24	02/15/24	02/22/24	02/29/24
	Sta.	Cl ₂	P/A	Cl ₂	P/A
City of Berkley (WSSN #0630)					
Einstein Bagel	27350 Woodward Ave.	BE-1	0.70	A	0.70
Auto One	3080 11 Mile Rd.	BE-2	0.70	A	0.70
DPW Building	3226 Bacon St.	BE-3	0.70	A	0.70
Public Safety Building	2395 12 Mile Rd.	BE-4	0.70	A	0.70
Weekly Average			0.70	0.70	0.68
Village of Beverly Hills (WSSN #0690)					
Valvoline Oil Change	31005 Greenfield Rd.	BH-1	0.70	A	0.70
Public Safety Building	18600 W. 13 Mile Rd.	BH-2	0.70	A	0.70
Northbrook Church	22055 W. 14 Mile Rd.	BH-3	0.70	A	0.70
Weekly Average			0.70	0.70	0.60
Village of Bingham Farms (WSSN #0715)					
Tel Bingham Offices	30100 Telegraph Rd.	BF-1	0.70	A	0.70
OAC Building	32270 Telegraph Rd.	BF-2	0.70	A	0.70
Weekly Average			0.70	0.70	0.60
City of Birmingham (WSSN #0730)					
D.R.S.	925 Eton St.	BI-1	0.70	A	0.60
Adams Fire Station	572 Adams Rd.	BI-2	0.60	A	0.60
Police Station	151 Martin St.	BI-3	0.60	A	0.60
Chesterfield Fire Station	1600 W. Maple Rd.	BI-4	0.60	A	0.60
Chanelle Pastry	159 Eton	BI-5	0.70	A	0.60
Weekly Average			0.64	0.60	0.60
City of Clawson (WSSN #1440)					
Auger's Collision	726 S. Rochester Rd.	CL-1	0.70	A	0.60
Police Station	425 Livernois Rd.	CL-2	0.60	A	0.60
DPW Building	635 Elmwood Ave.	CL-3	0.70	A	0.60
National Coney	1331 Maple Rd.	CL-4	0.70	A	0.60
Weekly Average			0.68	0.60	0.60
City of Huntington Woods (WSSN #3310)					
Community Center	26325 Scotia St.	HW-1	0.60	A	0.60
H.W. D.P.W.	12795 W. 11 Mile Rd.	HW-2	0.60	A	0.60
Weekly Average			0.60	0.60	0.70

Community			Date:	02/01/24	Date:	02/08/24	Date:	02/15/24	Date:	02/22/24	Date:	02/29/24
(Sample Location)		Sta.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
Rackham Golf Course	10100 W. 10 Mile Rd.	HW-3	0.60	A	0.60	A	0.60	A	0.60	A	0.70	A
			0.60		0.60		0.60		0.60		0.70	0.60
City of Lathrup Village (WSSN #3800)												
Lathrup DPW	19101 12 Mile Rd.	LV-1	0.70	A	0.70	A	0.70	A	0.60	A	0.70	A
Hellenic Coney Island	27000 Evergreen Rd.	LV-2	0.70	A	0.70	A	0.70	A	0.60	A	0.70	A
Lathrup City Hall	27400 Southfield Rd.	LV-3	0.70	A	0.70	A	0.70	A	0.60	A	0.70	A
			0.70		0.70		0.70		0.60		0.70	0.68
City of Pleasant Ridge (WSSN #5390)												
D.P.W.	92 Amherst St.	PR-1	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Sunoco Station	23701 Woodward Ave.	PR-2	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Community Center	4 Ridge Rd.	PR-3	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
			0.60		0.60		0.60		0.60		0.60	0.60

Cl₂ (Chlorine measured in mg/L)

P/A (Presence/Absence 100 mL/sample)

City of Royal Oak (WSSN #5830)

Subway	1411 11 Mile Rd.	RO-1	0.60	A	0.60	A	0.60	A	0.70	A	0.60	A
Fire Station 6 th & Troy	216 6 th St.	RO-2	0.60	A	0.60	A	0.60	A	0.70	A	0.60	A
McPeeks Citgo	1702 Crooks Rd.	RO-3	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Fire Station Wood/13	31000 Woodward Ave.	RO-4	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Midas Muffler	32700 Woodward Ave.	RO-5	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Brakes & More	2400 14 Mile Rd.	RO-6	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
McDonald's	3300 Rochester Rd.	RO-7	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Howie Glass	940 Campbell Rd.	RO-8	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Shell Gas	30875 Woodward Ave.	RO-9	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Dunkin Donuts	1700 14 Mile Rd.	RO-10	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Sunoco	4738 Rochester Rd.	RO-11	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Burger King	1711 Main St.	RO-12	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
RO DPS	1600 Campbell Rd.	RO-13	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Belle Tire	200 Stephenson Hwy	RO-14	0.60	A	0.60	A	0.60	A	0.60	A	0.60	A
Shell Gas	110 Washington	RO-15	0.60	A	0.60	A	0.60	A	0.70	A	0.70	A
			0.60		0.60		0.60		0.62		0.61	0.61

City of Southfield (WSSN #6160)

Dunkin Donuts	22111 Greenfield Rd.	SO-1	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Marathon Gas	20020 8 Mile Rd.	SO-2	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
JAX Car Wash	27000 8 Mile Rd.	SO-3	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Midas Muffler	24945 Telegraph Rd.	SO-4	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Kirby's Coney Island	25050 Northwestern Hwy.	SO-5	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A

Communitny			Date:	02/01/24	Date:	02/08/24	Date:	02/15/24	Date:	02/22/24	Date:	02/29/24
(Sample Location)		Sta.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
Walgreens	28901 Greenfield Rd.	SO-6	0.70	A	0.60	A	0.70	A	0.60	A	0.60	A
Midas Muffler	26969 Greenfield Rd.	SO-7	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
OCRC Garage	27900 Clara Ln.	SO-8	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
JAX Car Wash	28845 Telegraph Rd.	SO-9	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Ted Lindsey Center	30503 Greenfield Rd.	SO-10	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Mobil Gas 9 Mile	18300 9 Mile Rd.	SO-11	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Stop & Go	20041 12 Mile Rd.	SO-12	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
BP Gas	19995 9 Mile Rd.	SO-13	0.60	A	0.70	A	0.70	A	0.70	A	0.70	A
Stacker-Z	23145 Lahser Rd.	SO-14	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Marriott	27027 Northwestern	SO-15	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Subway	22514 Telegraph Rd.	SO-16	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
7-Eleven	26355 Telegraph Rd.	SO-17	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Burger King	26211 12 Mile Rd.	SO-18	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
Mobil Gas 13 Mile	30915 Southfield Rd.	SO-19	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
McDonalds	30161 Southfield Rd.	SO-20	0.70	A	0.70	A	0.70	A	0.70	A	0.70	A
			0.70		0.70		0.70		0.70		0.70	0.70

Community			Date:	02/01/24	Date:	02/08/24	Date:	02/15/24	Date:	02/22/24	Date:	02/29/24
(Sample Location)		Sta.	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A	Cl ₂	P/A
SOCWA Entry Points (WSSN #6150)												
Livernois Pump Station	224 Livernois Rd.	WA-1	0.60	A	0.60	A	0.60	A	0.60	A	0.50	A
Lamb Pump Station	21101 Greenfield Rd.	WA-2	0.60	A	0.70	A	0.50	A	0.50	A	0.70	A
Webster Pump Station	3910 W. Webster Rd.	WA-3	0.80	A	0.60	A	0.80	A	0.70	A	0.80	A
**from Webster 10 MG	3910 W. Webster Rd.	WA-4	0.20	A	0.60	A	0.30	A	0.30	A	0.50	A
**from Webster 7.5 MG	3910 W. Webster Rd.	WA-5	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS
Gare Pump Station	24570 W. 12 Mile Rd.	WA-6	0.80	A	0.80	A	0.80	A	0.80	A	0.80	A
**from Gare 4.5 MG	24570 W. 12 Mile Rd.	WA-7	0.80	A	0.80	A	0.80	A	0.80	A	0.80	A
14 Mile Pump Station	16111 W. 14 Mile Rd.	WA-8	0.80	A	0.60	A	0.80	A	0.80	A	0.80	A
**from 14 Mile 5.0 MG	16111 W. 14 Mile Rd.	WA-9	0.60	A	0.60	A	0.80	A	0.80	A	0.80	A
Samoset Elevated Tank	2721 Samoset Rd.	WA-10	0.60	A	0.60	A	0.80	A	0.60	A	0.80	A
Oliver Pump Station	2443 Oliver Rd.	WA-11	0.60	A	0.60	A	0.70	A	0.60	A	0.70	A
Buchanan Pump Station	24250 W. 8 Mile Rd.	WA-12	0.40	A	0.40	A	0.30	A	0.30	A	0.50	A
**from Buchanan 2.5 MG	24250 W. 8 Mile Rd.	WA-13	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS	OOS
			0.62		0.63		0.65		0.62		0.70	0.63
Metered Connections												
Detroit Zoo	8450 W. Ten Mile Rd.	MC-1	0.60	A	0.60	A	0.60	A	0.60	A	0.70	A
Beaumont Hospital	1301 13 Mile Rd.	MC-2	0.60	A	0.60	A	0.70	A	0.60	A	0.60	A
			0.60		0.60		0.65		0.60		0.65	0.62
Total: Routine Municipal Samples					76		76		76		76	76
Total: Water Main Construction & Misc.					0		0		2		0	1
Total: Samples for Month:		383			76		76		78		76	77

Method of Analysis: Analyzed per "STANDARD METHODS-for the Examination of Water and Wastewater"

Part No. 9223 B. Enzyme Substrate Test.

Examined by: Laurence Westmore

Date:

SOUTHEASTERN OAKLAND COUNTY WATER AUTHORITY													
PRECIPITATION - INCHES (WEBSTER PUMPING STATION)													
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1986	1.68	2.73	1.74	1.91	2.10	4.62	2.79	3.10	5.48	2.48	0.95	1.95	31.53
1987	1.55	0.58	1.90	2.03	1.61	3.18	4.30	5.31	2.30	2.00	2.80	2.80	30.36
1988	0.60	1.53	0.40	1.40	1.00	0.55	2.80	2.05	3.25	3.43	2.61	0.80	20.42
1989	0.71	0.35	1.30	1.25	2.22	3.85	2.15	1.39	5.53	1.45	2.80	0.50	23.50
1990	1.52	4.18	1.40	1.95	3.00	2.25	2.03	4.30	3.90	3.70	2.35	3.40	33.98
1991	0.90	0.45	1.37	1.65	5.46	1.79	1.92	3.36	0.72	3.64	2.65	2.05	25.96
1992	1.35	1.24	2.98	2.75	0.85	2.05	6.40	2.30	3.10	1.95	4.20	1.80	30.97
1993	3.64	0.82	1.15	2.80	1.20	4.91	2.05	2.85	5.85	1.75	1.50	0.45	28.97
1994	2.15	0.55	2.20	2.70	0.70	5.21	1.30	2.77	1.20	2.33	3.02	2.20	26.33
1995	1.32	0.85	1.15	2.05	2.80	2.25	4.45	4.15	1.00	3.25	3.05	0.95	27.27
1996	1.45	1.30	1.00	3.75	3.30	4.20	1.85	0.40	4.45	2.20	2.15	1.30	27.35
1997	1.45	2.75	3.15	0.85	4.55	1.55	2.20	1.90	3.45	2.15	0.50	1.30	25.80
1998	2.80	2.85	4.60	2.86	1.65	1.75	2.80	6.85	1.00	2.05	1.00	1.45	31.66
1999	3.75	1.30	0.55	3.85	2.80	4.55	2.65	1.40	2.60	0.60	1.45	2.70	28.20
2000	1.30	0.50	1.05	3.20	4.25	5.00	4.10	2.55	4.35	2.00	1.05	2.70	32.05
2001	0.12	2.70	0.30	2.98	4.50	2.30	2.10	1.65	4.00	6.65	1.70	1.55	30.55
2002	1.55	1.45	1.10	0.65	1.90	1.05	4.35	0.70	2.85	0.96	2.00	0.90	19.46
2003	0.25	0.20	1.25	2.05	4.70	4.65	0.50	2.40	3.20	2.10	3.60	2.30	27.20
2004	2.60	0.40	2.40	0.05	6.80	2.30	2.70	3.70	0.80	1.65	2.45	3.00	28.85
2005	2.50	3.10	0.55	1.70	0.70	1.50	3.20	0.65	2.95	0.30	3.95	1.60	22.70
2006	2.50	0.95	2.95	2.05	5.20	3.30	1.60	1.90	2.56	2.90	3.00	3.40	32.31
2007	3.30	0.65	4.90	2.25	2.60	2.75	1.00	4.55	1.20	2.35	1.90	4.75	32.20
2008	2.40	3.90	1.90	0.40	1.95	3.85	3.05	0.27	6.55	1.80	3.15	4.05	33.27
2009	2.85	1.95	6.31	6.85	3.35	3.20	1.55	4.00	1.56	2.85	0.20	2.80	37.47
2010	0.80	1.65	0.67	1.80	4.30	3.40	4.95	0.25	2.70	2.20	4.30	0.70	27.72
2011	2.20	5.75	3.20	5.20	5.40	2.40	3.40	3.30	7.80	3.20	5.60	3.10	50.55
2012	2.60	0.40	2.10	0.50	1.10	0.90	3.80	4.30	2.00	1.70	0.72	0.00	20.12
2013	1.90	2.10	1.00	5.10	2.10	4.60	3.00	3.30	2.00	3.10	2.40	3.60	34.20
2014	1.30	0.70	0.80	2.60	2.40	3.10	2.70	7.20	2.20	1.70	2.40	1.20	28.30
2015	2.60	1.20	0.40	0.70	3.00	3.40	1.30	2.10	1.30	1.80	1.30	1.50	20.60
2016	0.93	0.70	2.54	0.98	1.59	0.50	2.85	2.80	4.49	1.80	1.35	1.70	29.28
2017	2.30	2.00	2.80	2.40	2.90	0.70	1.10	2.30	0.70	5.70	4.30	1.50	28.70
2018	1.43	3.25	2.01	2.20	5.25	1.14	1.08	1.36	4.34	5.37	2.71	1.60	31.74
2019	1.52	2.03	1.96	3.73	3.59	4.11	7.15	3.04	4.84	4.97	1.52	2.60	41.06
2020	4.21	1.21	3.41	1.44	3.25	2.22	2.46	7.31	2.72	3.27	2.49	5.30	39.29
2021	0.89	0.42	2.34	1.18	3.63	8.06	7.15	5.64	6.00	6.20	2.39	4.30	48.20
2022	2.43	1.69	2.52	2.66	3.69	2.71	3.06	4.93	1.89	0.53	1.28	2.60	29.99
2023	1.48	1.76	1.63	3.92	1.07	4.77	4.25	5.47	1.42	3.14	1.19	3.40	33.50
AVG.	1.86	1.64	1.97	2.33	2.96	3.02	2.95	3.10	3.11	2.66	2.32	2.21	30.31
2024	6.34	1.63											