

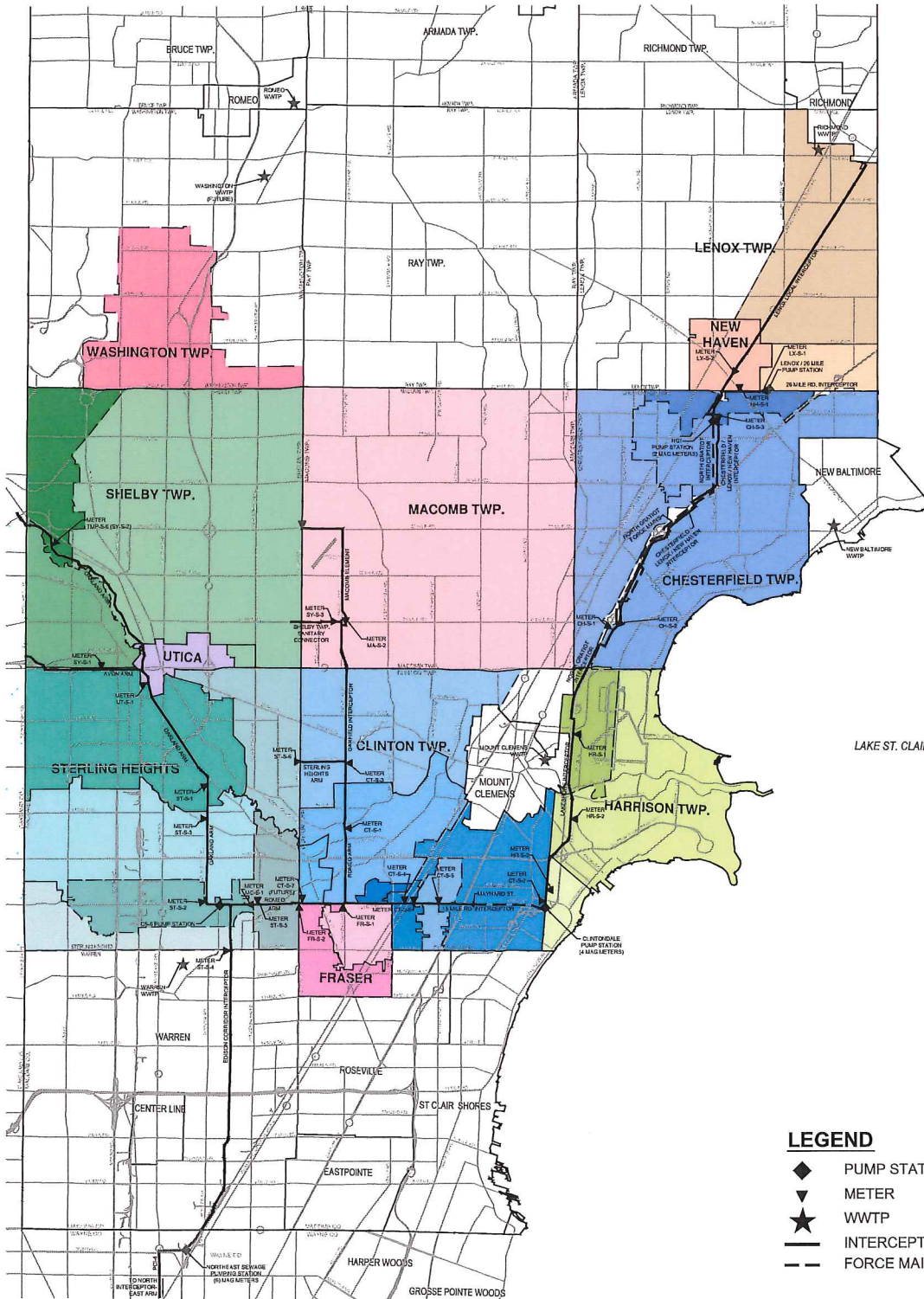
MACOMB INTERCEPTOR DRAIN  
JANUARY 8, 2018  
10:15 A.M.  
AGENDA

	Page
1. Call of meeting to order and roll call	
2. Approval of Agenda for January 8, 2018	
3. Approval of Minutes for December 12, 2017	3
4. Public participation	
5. MID/OMID Northeast Pump Station Update – Evans Bantios	
6. Motion: Approve Data Sharing Agreement with State of Michigan as part of the State’s pilot infrastructure coordination program – Vince Astorino	6
7. Consideration for approval of invoices (see attached)	18
8. MIDD Financial Report – Bruce Manning	20
9. Old Business	
10. New Business	
11. Closed Session: Confidential Attorney/Client Communication, Litigation and Legal Strategy/Advice	
12. Adjourn	

Next Regular Meeting

February 12, 2018 at the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan 48036

# MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT



- LEGEND**
- ◆ PUMP STATION
  - ▼ METER
  - ★ WWTP
  - INTERCEPTOR
  - - - FORCE MAIN



**Candice S. Miller**

MACOMB COUNTY PUBLIC WORKS COMMISSIONER



UPDATED: FEBRUARY 2017

An adjourned meeting of the Intra-County Drainage District for the **MACOMB INTERCEPTOR DRAIN DRAINAGE DISTRICT** was held in the Office of the Macomb County Public Works Commissioner, 21777 Dunham Road, Clinton Township, Michigan, on December 12, 2017 at 11:48 A.M.

PRESENT: Candice Miller, Chair  
Bryan Santo, Member  
Robert Mijac, Member

ALSO PRESENT: Brian Baker, Chief Deputy, Karen Czernel, Deputy, Vincent Astorino, Operations & Flow Manager, Evans Bantios, P.E., Construction and Maintenance Manager, Dan Heaton, Public Relations Manager, Jeff Bednar, P.E., Environmental Engineer II, Tom Stockel, Construction Engineer, Bruce Manning, Financial Manager, Barbara Delecke, Administrative Services, Macomb County Public Works; Erik Skurda, City of Sterling Heights; Karyn Stickel, Hubbell, Roth & Clark, Joseph Viviano, Viviano Law

The meeting was called to order by the Chair, Candice Miller. The agenda was approved as presented.

Minutes of the meeting of November 13, 2017 were presented. A motion was made by Mr. Santo and supported by Mr. Mijac to approve the minutes as presented.

Adopted: YEAS: 3  
NAYS: 0

The meeting was opened to public participation, then closed, there being no comments from the public.

Mr. Bantios gave the Board an update on the sinkhole project. Restoration of the satellite areas will be done as weather permits.

Mr. Astorino updated the Board on the sewer inspections. The inspections are on schedule. The Clintondale force main was inspected last week. Inspections should be complete this week with data reports provided by January 1, 2018. Meetings will be held with communities in 2018 to discuss the findings of the inspections.

A motion to approve Change Order No. 6 from Lakeshore Global Corporation for Final Balancing Change Order, reflecting a \$377,070.47 decrease to the Meter Pit Rehabilitation Project was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3  
NAYS: 0



A motion to accept a proposal from Hubbell, Roth & Clark, Inc. in the amount of \$65,000 for MIDDD SAW Grant Project Plan and to authorize the Public Works Commissioner to sign contract documents pending legal review was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3  
NAYS: 0

A motion to accept proposals from Applied Science, Inc., CH2M Hill, FK Engineering, Fishbeck, Thompson, Carr & Huber, METCO and Wade Trim for 2018 As-needed Engineering at a not to exceed amount of \$75,000 each, and to authorize the Public Works Commissioner to sign contracts pending legal review was made by Mr. Santo and supported by Mr. Mijac.

Adopted: YEAS: 3  
NAYS: 0

A motion to accept a proposal from Applied Science, Inc. in the amount of \$100,000 for Dye-Dilution Testing and to authorize the Public Works Commissioner to sign contract documents pending legal review was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3  
NAYS: 0

Mr. Viviano updated the Board on the litigation pending on the OMIDDD. The first portion of the lawsuit concerned the Warren Connection to the OMIDDD. The City of Warren no longer wants to connect to the OMIDD. The second portion of the lawsuit concerned the former Public Works Commissioner serving as project manager to the project, which is nearing completion. The settlement agreement does not involve money changing hands and dissolves the lawsuit.

A motion to receive and file the OMIDDD Settlement and Release Agreement and authorize the Public Works Commissioner to sign the agreement was made by Mr. Mijac and supported by Mr. Santo.

Adopted: YEAS: 3  
NAYS: 0

The Chair presented the invoices totaling \$3,407,397.04 to the board for review and approval.

Motion was made by Mr. Santo, supported by Mr. Mijac to approve the invoices as presented.

Adopted: YEAS: 3  
NAYS: 0

A motion to receive and file the financial report given by Mr. Manning was made by Mr. Mijac and supported by Mr. Santo.


Adopted: YEAS: 3  
NAYS: 0



There being no further business, it was moved by Mr. Santo, supported by Mr. Mijac, that the meeting of the Macomb Interceptor Drain Board be adjourned.

Adopted: YEAS: 3  
NAYS: 0

The meeting was adjourned at 12:05 p.m.

  
\_\_\_\_\_  
Candice S. Miller  
Macomb County Public Works Commissioner

STATE OF MICHIGAN  
COUNTY OF MACOMB

I certify that the foregoing is a true and correct copy of proceedings taken by the Intra-County Drainage District shown on the attached set of minutes, on December 12, 2017, the original of which is on file in the Public Works Commissioner's Office. Public notice of the meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1975, including, in the case of a special or rescheduled meeting or a meeting secured for more than 36 hours, notice by posting at least 18 hours prior to the time set for the meeting.

  
\_\_\_\_\_  
Candice S. Miller  
Macomb County Public Works Commissioner

DATED: 12/18/17

9062.bd



**Candice S. Miller**

Public Works Commissioner  
Macomb County

## MEMORANDUM

**To:** Candice Miller – Public Works Commissioner  
**CC:** Brian Baker – Chief Deputy  
**From:** Vince Astorino – Operation & Flow Manager  
**Project:** Michigan Infrastructure Asset Management Pilot  
**Subject:** Data Sharing Agreement Recommendation Memo  
**Date:** January 3, 2018

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In April of 2017, Governor Snyder signed an executive directive creating a pilot program to provide recommendations for implementing a comprehensive statewide asset management system. Since the inception of this pilot program Macomb County has been heavily involved in the planning to begin looking at infrastructure in an integrated and holistic way.

This program has included representatives from communities across the entire state to help get this program off the ground and hopefully become a useful tool to everyone. We have now reached a point where we need to start providing our asset data to the program. For us this includes asset locations, conditions, GIS maps, and additional information for all of our Wastewater and Stormwater assets.

In order to properly secure this information from Terrorists or any other person who may find a way to harm these critical systems the State teamed up with the Attorney General and Michigan State Police to come up with a data sharing agreement. This agreement has been reviewed by our legal team and revised accordingly to fit our needs to properly protect us and our residents.

**Recommendation: Approve the data sharing agreement and move forward with sharing data to the State for the Michigan Infrastructure Asset Management Pilot Program.**

**Universal Data Sharing Agreement**  
**Between Michigan State Police and Infrastructure Entities Located In**  
**Region 4 (West Michigan) & Region 10 (Southeast Michigan)**  
**To Establish A Regional Asset Management Pilot Program**

**Introduction**

This Data Sharing Agreement (“**Agreement**”) is between participating entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) and the State of Michigan, by and through the Michigan Department of State Police, (together and with other participating entities entering into this Agreement, “the **parties**,” and individually, “a **party**”). The participating entity for purposes of this Agreement is Macomb County and all of its departments, divisions and officials.

The parties enter into this Agreement to establish a Regional Asset Management Pilot Program (the “**Pilot**”) to achieve the goals set forth in Executive Directive No. 2017-1. In this Pilot, entities within Region 4 (West Michigan) and Region 10 (Southeast Michigan) intend to identify existing data, assets, attributes, and data needs within their regions that are representative of assets statewide. A goal is to create a regional structure for future implementation of data collection and evaluation efforts. By its conclusion, participants in this Pilot will forward recommendations on how the State of Michigan and its partners can operationalize a statewide comprehensive asset management database and system, including where an appropriate system should be housed and the staffing needed to implement and manage the system.

Collection and use of data can improve efficiency, policy making, emergency operations procedures, and performance measures, as well as fuel economic development and provide citizens greater access to engage their government and make more informed decisions. Conversely, the privacy of such data—in particular, Michigan’s infrastructure assets and critical infrastructure data held by public and private agencies—rests upon actions and agreements—like this one—to protect such data from unintentional release, access, and exploitation by institutional and non-institutional actors, including foreign governments, terrorist organizations, and individual criminals.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the parties agree as follows:

1. **Definitions.** The following definitions apply under this Agreement:
  - a. “**Asset**” means public and private infrastructure assets pertaining to transportation, water, sanitary and storm sewers, utilities, energy, electricity, natural gas, information technology, emergency



preparedness systems, telecommunications, and broadband services affecting or relating to the State of Michigan or its citizens, including the physical and technological means that support such assets.

- a. **“Covered Data”** means data about **Assets**, including **Critical Infrastructure Data** and **GIS Data** provided under this Agreement. **Covered Data** includes both real-time data and **Derived Data**. **Covered Data** does not include data that was publicly available when received, or thereafter became publicly available (other than through unauthorized disclosure).
- b. **“Critical Infrastructure”** means systems and assets, whether physical or virtual, so vital to the United States or the State of Michigan that the incapacity of destruction of such systems and assets would have a debilitating impact on security, economic security, public health, or any combination of those matters.
- c. **“Critical Infrastructure Information”** or **“Critical Infrastructure Data”** means information which:
  - i. Is not customarily in the public domain; and
  - ii. Is related to the security of critical infrastructure or protected systems, as defined in the Critical Infrastructure Information Act of 2002 at section 212(3).
- d. **“Data Recipient”** means any party receiving, accessing, or using **Covered Data** under this Agreement. All employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, agents, etc. of a **Data Recipient** who will have access to **Covered Data** must read this Agreement and agree in writing to be bound by it prior to having access to **Covered Data** of another party. See section 5.i and **Addendum 1** below.
- e. **“Derived Data”** means data, information, or knowledge created from the dissemination and analysis of data shared under this Agreement, whether or not in combination with data already in the **Data Recipient’s** possession. **Derived Data** is included in the definition of **Covered Data**. The parties must treat and protect **Derived Data** as **Covered Data**.
- f. **“Freedom of Information Act Request”** or **“FOIA Request”** means a request for information directed to a party under any applicable public-disclosure statute, which if granted could reasonably be anticipated to lead to public disclosure of **Covered Data**.

- g. **“Geographic Information System Data”** or **“GIS Data”** means an informational unit or network capable of producing customized maps based on a digital representation of geographical data. **GIS Data** includes **Derived Data** from a GIS system and saved outputs and datasets covered by this Agreement.
- h. **“Original Data Provider”** means a party that owns, collects, or provides Covered Data to a party under this Agreement. Unless otherwise set forth herein or if referring to a third party not Macomb County, the Original Data Provider under this Agreement shall be Macomb County.
- i. **“Permitted Purposes”** means use of **Covered Data** by a party to:
  - a. Conduct the Pilot; and
  - b. Meet the requirements of Executive Directive 2017-1.

**1. Scope; Permitted Use.**

- a. This Agreement establishes the conditions under which the parties agree to disclose Covered Data to each other in order to meet the objectives set forth in Executive Directive 2017-1. It also provides for the protection of Covered Data, and establishes terms on its use, disclosure, and disposition.
- b. This Agreement does not apply to an Original Data Provider’s access to or use or disclosure of its own Covered Data, unless the Original Data Provider’s Covered Data is comingled with or includes Derived Data from another party.
- c. Covered Data provided under this Agreement may only be shared, used, or accessed by a Data Recipient for Permitted Purposes.

**2. Usage, Format, and Method Transfer.** Prior to sharing Covered Data, the Original Data Provider and the Michigan Department of State Police must agree upon the appropriate data fields, data format, method and frequency of data transfer, and other such parameters. The Original Data Provider and Michigan Department of State Police must document the aforementioned selections for record-keeping purposes.

**3. Ownership; Licensing.**

- a. The Original Data Provider maintains full control and ownership of Covered Data it provides to another party under this Agreement.
- b. Each Original Data Provider hereby grants to the Michigan Department of State Police and other Data Recipients a revocable, non-



exclusive, non-transferable license to process, copy, analyze, use, reformat, share, or distribute the Original Data Provider's Covered Data for a Permitted Purpose, so long as it is otherwise consistent with this Agreement and applicable licensing agreements. Original Data Providers must provide Data Recipients a copy of applicable licensing agreements prior to providing Covered Data to Data Recipients.

4. **Original Data Providers' Responsibilities.** Original Data Providers must:
  - a. Provide Data Recipients with access to Covered Data consistent with law, third-party contractual obligations, and this Agreement; and
  - b. Perform access reviews to ensure that Data Recipients have established and use adequate administrative, technical, and physical safeguards to protect Covered Data from unauthorized disclosure.
  
5. **Data Recipients' Responsibilities.** Data Recipients must:
  - a. Treat Covered Data as confidential, business-sensitive, and potentially harmful to the public health and safety and security if inappropriately disseminated;
  - b. Request, use, and disclose only the minimum amount of Covered Data necessary to fulfill the purposes of this Agreement;
  - c. Protect Covered Data from public or other unpermitted disclosure;
  - d. Use Covered Data solely for a Permitted Purpose;
  - e. Dispose of Covered Data as directed by the Original Data Provider or as provided by law;
  - f. **FOIA and Other Requests for Covered Data.** Upon receipt of a FOIA Request or legal process (i.e., discovery request or subpoena) for information that may include another party's Covered Data:
    - i. Within 24 hours of receipt of the FOIA Request or demand for Covered Data, Data Recipient must email the FOIA Request or data demand to:
      1. the FOIA Coordinator of the Michigan Department of State Police;
      2. the Original Data Provider; and
      3. any other party whose Covered Data or Assets may be affected by the FOIA Request or demand for Covered Data.
    - ii. Data Recipient may not respond to any FOIA Request or demand for Covered Data without first notifying the Michigan Department of State Police's FOIA Coordinator and obtaining the Michigan Department of State Police's prior written approval of the proposed response.
    - iii. As appropriate, Data Recipient must issue a written notice under FOIA informing the requester that the Covered Data of



other parties does not constitute public records of Data Recipient as the term public records is defined under FOIA. A FOIA request received by Data Recipient for information or records identified as, or reasonably construed to cover, the Covered Data of other parties must be denied under MCL 15.235(5)(b), which requires an agency's written certification that the described public record does not exist within the agency under the name given by the requester or by another name reasonably known to the agency. As to the denial, Data Recipient is obligated, under MCL 15.240, to notify the requester of the requester's remedial rights. Data Recipient may refer the requester to the Michigan Department of State Police to determine whether it might have information or records responsive to the requester's description, and whether such information or records is publicly accessible.

- iv. To the extent consistent with law, Data Recipient must take reasonable measures to maintain the confidentiality of Covered Data to be disclosed by seeking a non-disclosure agreement or negotiating a protective order with a third-party seeking the Covered Data.
- v. If disclosure of Covered Data is required by law, Data Recipient may disclose only that portion of the Covered Data that is compelled to be released by a court of competent jurisdiction or by law. Covered Data must be redacted whenever possible and all available FOIA exemptions must be exercised, including those deemed permissive under law and MCL 15.243(1)(y). See also **Addendum 2** below.
- g. Establish and use appropriate administrative, technical, and physical safeguards to protect the data from being accessed, used, disclosed, or stored in a manner other than as provided in this Agreement or as provided by law. Protocols must be in writing and provided to the Original Data Provider, Michigan Department of State Police, or other parties upon request;
- h. Require that its employees, officials, contractors, delegates, representatives, subcontractors, service providers including information technology and other technical support staff, and agents read this Agreement and agree in writing to be bound by it prior to having access to the Covered Data of another party, with a "**Data Security Agreement**" at least as stringent as the template set forth in **Addendum 1**; and
- i. Maintain a contemporaneous log of those individuals granted access to the Covered Data of another party by Data Recipient, and upon request, provide to the Original Data Provider, the Michigan Department of State Police, and other parties a copy of the log and signed Data Security Agreements; and

- j. Destroy Covered Data, including copies of the data, upon completion of the relevant Permitted Purposes, consistent with law, and provide certification of data destruction if requested by a party.
6. **Accuracy.** Original Data Providers must use reasonable efforts to ensure the completeness, accuracy, and timeliness of data provided under this Agreement. However, Original Data Providers cannot guarantee data accuracy and will therefore not be held responsible for any damage to Data Recipients resulting from the disclosure or use of data that is inaccurate, incomplete, or outdated. The data provided under this Agreement is provided by Macomb County “AS IS” “WHERE IS” and Macomb County expressly disclaims any warranties, express or implied, as to the accuracy of the data.
7. **Cooperation; Execution of Additional Agreements.** The parties will execute such documents as may be necessary to realize the intentions of this Agreement or comply with law. The parties will also require third parties to execute such documents as may be necessary to realize the intentions of this Agreement or comply with law, prior to granting the third party access to the data.
8. **Issue Resolution.** The parties will work together to resolve issues relating to this Agreement or with meeting the goals of the Pilot. The parties will exchange documentation as reasonably necessary to identify and explain their positions. Any portion of this Agreement that may be subject to interpretation will be addressed at these meetings.
9. **Costs and Damages.** Each party will be responsible for its own costs, losses, and damages related to the sharing of data under this Agreement except as otherwise provided in section 10 below. Parties will not be liable to one another for any claim related to or arising under this Agreement for consequential, incidental, indirect, or special damages.
10. **Loss or Compromise of Covered Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Data Recipient that compromises or is suspected to compromise the security, confidentiality, or integrity of another party’s Covered Data, or the physical, technical, administrative, or organizational safeguards put in place by Data Recipient that relate to the protection of the security, confidentiality, or integrity of another party’s Covered Data, Data Recipient must, as applicable: (a) notify the Michigan Department of State Police and the affected Original Data Provider as soon as practicable but no later than 24 hours of becoming aware of such occurrence; (b) cooperate with the Michigan Department of State Police and Original Data Provider in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other



materials required to comply with applicable law or as otherwise required by the State; (c) perform or take any other actions required to comply with applicable law as a result of the occurrence; (d) pay for any costs associated with the occurrence, including but not limited to costs incurred by the Original Data Provider and Michigan Department of State Police in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; and (e) provide to Original Data Provider and the Michigan Department of State Police a detailed plan within 10 calendar days of the occurrence describing the measures Data Recipient will undertake to prevent a future occurrence. This section survives termination or expiration of this Agreement.

11. **Notices.** Notices required under this Agreement must be addressed to the individuals listed on the signature block pages. Parties may amend contact information by providing written notice of the change to the Michigan Department of State Police and the other parties. A notice required under this Agreement is deemed effectively given:

- a. When received, if delivered by hand (with written confirmation of receipt);
- b. When received, if sent by a nationally recognized overnight courier (receipt requested);
- c. On the date sent by email (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or
- d. On the fifth day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.
- e. Any notices to the State of Michigan shall be copied to Therese Empie, Strategy Advisor, (517) 331-2475, [empiet@michigan.gov](mailto:empiet@michigan.gov).

12. **Amendments.** This Agreement may be amended by written agreement of the parties subject to the amendment. If amendment to this Agreement is required to comply with laws, rules, or regulations, the parties will promptly enter into negotiations to meet legal requirements.

13. **Effective Date; Term.** This Agreement becomes effective when at least two parties have signed it. The term ends 1 year from the date the Agreement first became effective. The term of this Agreement may be extended by amendment.

14. **Termination.**

- a. A party may terminate their participation in this Agreement by providing written notice to the Michigan Department of State Police. Termination is effective 30 calendar days from the date the notice becomes effective.



- b. The Michigan Department of State Police must provide written notice to all other parties to this Agreement when a party terminates its participation, but the failure to do so does not affect the effective date of termination.
  - c. Termination of a party's participation in this Agreement does not affect the continuation of this Agreement as between or among the other parties.
15. **Survival.** The obligation of a Data Recipient to maintain and safeguard another party's Covered Data remains in full force and effect until the Original Data Provider or a court of competent jurisdiction opines or rules in writing that the data is no longer Covered Data.
16. **Execution.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and all of which taken together constitutes one and the same instrument. The signature of any party transmitted by email is binding.
17. **Successors.** This Agreement inures to the benefit of and is binding upon the parties, their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
18. **No Third-Party Beneficiaries.** This Agreement does not confer any rights or remedies upon any person or entity other than the parties and their respective successors-in-interest by way of reorganization, operation of law, or otherwise, and their permitted assigns.
19. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the parties. Nothing in this Agreement is a waiver of governmental immunity. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or liability associated with any governmental function delegated or entrusted to either party under any existing law or regulation.
20. **Governing Law.** This Agreement is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Agreement are governed by Michigan law, excluding choice-of-law principles. Lawsuits must be initiated in Ingham County, Michigan.

21. **Authority to Bind.** Each person signing this Agreement represents that they are duly authorized to execute this Agreement on behalf of their entity.

22. **Entire Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements between the parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any party.

Agreed to by:

**Michigan Department of State Police:**

\_\_\_\_\_, 2018  
Dated

And:

**PARTICIPATING ENTITIES:**

MACOMB COUNTY, MI:

\_\_\_\_\_  
By: Candice Miller  
Its: Chairman, Department of Public Works  
\_\_\_\_\_, 2018  
Dated

**Notices under this Agreement go to:**

**Vincent Astorino,**  
Operations and Flow Manager  
**Macomb County Public Works**  
21777 Dunham Road  
Clinton Township, MI 48036  
vincent.astorino@macombgov.org

**With a copy to:**  
Joseph E. Viviano, Esq.  
48 S. Main St., Suite 2  
Mt. Clemens, MI, 48043  
joe@vivianolaw.com

**Addendum 1**

**Data Security Agreement**

I have read and understand the Macomb County “Universal Data Sharing Agreement Between Michigan State Police and Infrastructure Entities Located In Region 4 (West Michigan) & Region 10 (Southeast Michigan) To Establish A Regional Asset Management Pilot Program” (“**Agreement**”).

I agree to be bound by the terms of the Agreement, including those relating to protecting and safeguarding Covered Data from unauthorized disclosure. I agree not to access, disclose, or share Covered Data without the express written permission of a person with authority to grant such permission.

\_\_\_\_\_  
[Insert name and title]  
[Insert entity name]

Signed on:

\_\_\_\_\_, 2018



## Addendum 2

All Covered Data collected under this Pilot relates to ongoing security measures, capabilities for responding to terrorism, emergency response plans, risk planning, threat assessment, and domestic preparedness strategies. The parties agree to deem Covered Data exempt from public disclosure under the Freedom of Information Act under MCL 15.243(1)(y) because the public interest in nondisclosure is high, whereas, the public interest in disclosure would be minimal.

The public interest in the nondisclosure of the data outweighs any public interest in disclosure, where disclosure to the world at large under FOIA would impair the ability of the parties, as well as federal and other state and local authorities, to protect the security and safety of persons and property. This impairment would be the direct result of allowing, from this single source, unfettered public access to the broad critical infrastructure information composing the data. It essentially would provide unintended, but actual, aid and assistance to persons, both domestic and foreign, bent on harming United States citizens and communities, and “whatever else the criminal mind might evoke.” *Mager v Dep’t of State Police*, 460 Mich 134 (1999).

The security concerns raised by the public disclosure and dissemination of the data is self-evident. The Congressional Record is replete with facts on terrorism’s ever-rising and forging threats and capabilities. For example, three of many such reports include: Congressional Record, 114th Congress, 2nd Session, Issue: Vol. 162, No. 24, February 10, 2016; 114th Congress, 2nd Session, Issue: Vol. 162, No. 90, June 8, 2016; 115th Congress, 1st Session, Issue: Vol. 163, May 2, 2017.

Macomb Interceptor Drain - 1/8/18

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>		
Macomb Interceptor Drain Administration	Chapter 20 Chesterfield - 7.06912% Clinton - 21.19453% Fraser - 4.20779% Harrison - 5.83288% Lenox - 76183% Macomb - 13.78561% New Haven - 80870% Shelby - 9.87770% Sterling Heights - 31.74642%	Baker	Aloia & Associates, P.C.	\$ 646.00	Invoice #16615 - 11/1/17 Legal Services - ending 10/31/17	General Counsel			
		Baker	Aloia & Associates, P.C.	\$ 959.50	Invoice #16621 - 11/1/17 Legal Services - ending 10/31/17	Sale of 45345 Garfield Road			
		Baker	Aloia & Associates, P.C.	\$ 1,805.00	Invoice #16628 - 11/1/17 Legal Services - ending 10/31/17	Sterling Heights vs. MDDDD			
		Astorino	Complete Interactive Technologies, Inc.	\$ 1,154.16	Invoice #54516 - 11/30/17	HDMI Cables for Wastewater Services			
		Astorino	Fishbeck, Thompson, Carr & Huber, Inc.	\$ 2,919.00	Invoice #371430 - 12/11/17	GLWA Assistance			
		Astorino	City of Mount Clemens	\$ 14,956.44	Invoice #12181 - 12/6/17	Sewage Flow Billing - 10/21/17 - 11/18/17			
		Astorino	Sprint	\$ 1,259.45	Invoice #578736375-074 - 10/24/17 - 11/23/17	Monthly Cell Phone Service			
		Baker	Viviano Law	\$ 4,081.10	Invoice #19495 - 12/4/17 Legal Services - ending 11/30/17	General Matters			
		Baker	Viviano Law	\$ 6,853.50	Invoice #19497 - 12/4/17 Legal Services - ending 11/30/17	Sterling Heights vs. MDDDD			
		Baker	Viviano Law	\$ 6,840.00	Invoice #19498 - 12/4/17 Legal Services - ending 11/30/17	Contract Documents			
		Clintondale P.S.		Astorino	Charter Township of Clinton	\$ 546.00	Monthly Water - 10/23/17 - 11/20/17		
				Astorino	Cummins Sales & Service	\$ 530.42	Invoice #006-53152 - 11/1/17	Disconnect heater switch	
		15 Mile Sinkhole		Astorino	DTE Energy	\$ 10,422.79	Monthly Electric - 11/2/17 - 12/3/17		
Baker	Aloia & Associates, P.C.			\$ 8,461.75	Invoice #16626 - 11/1/17 Legal Services - ending 10/31/17	MDDDD Sinkhole			
Bantios	Dan's Excavating, Inc.			\$ 2,005,825.57	Constructon Estimate #9 - 1/3/18	15 Mile Road Recovery Shaft			
Astorino	DTE Energy			\$ 2,975.53	Monthly Electric - 10/24/17 - 11/21/17				
Astorino	EJ USA, Inc.			\$ 1,169.42	Invoice #110170105826 - 11/21/17	Round frame and covers for sinkhole			
Baker	Viviano Law			\$ 539.30	Invoice #19496 - 12/4/17 Legal Services - ending 11/30/17	Sinkhole			
Astorino	Anderson, Eckstein & Westrick, Inc.			\$ 38,393.10	Invoice #0116067 - 12/1/17 Engineering Services - 9/18/17 - 10/31/17	Condition Assessment - Final			
NGI	SAW 1406-01 (Closing date 10/2017)	Astorino	Anderson, Eckstein & Westrick, Inc.	\$ 13,224.07	Invoice #0116068 - 12/1/17 Engineering Services - 9/18/17 - 10/31/17	NGI I&I Analysis (Chesterfield) - Final			
		Astorino	DE-CAL, Inc.	\$ 19,398.00	Invoice #WO17000849 - 12/5/17	ARY Maintenance			
		Astorino	DTE Energy	\$ 1,272.24	Monthly Electrical - 10/28/17 - 11/29/17				

Macomb Interceptor Drain - 1/8/18

<u>Funding Source</u>	<u>Apportionment</u>	<u>Manager</u>	<u>Vendor</u>	<u>Amount</u>	<u>Invoice Detail</u>	<u>Project Summary</u>	<u>Project Balance</u>
OMID		Astorino	Oakland County Treasurer	\$ 4,331,353.33	Invoice #SDS0005433 - 12/1/17	Sewage Disposal Charges - November 2017	
		Baker	Viviano Law	\$ 1,674.30	Invoice #19500 - 12/4/17 Legal Services - ending 11/30/17	OMIDDDD Litigation	

Total \$ 6,477,259.97

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Income Statement  
MIDDD  
As of December 31, 2017

	30-Jun-17	7-1-17 to 12-31-17
Revenues		O&M*
Expenditures		29,303,552.00
Equity	33,301,122	46,030,243.00

**NOTES**

Projected reserve at 6/30/2018 is

\* Includes following Projects:

Dec 2016 Sinkhole

9,500,000

70,000,000

75,281,735

Revenue

Expenditures

Net

2017A Bond

State Grant

Clinton Twp share of AEW invoice

5,150,000

131,735

67,009,734

8,272,001

4 SAW Grants

Revenue

Expenditures

Net

868,259

402,372

465,887

Sewage Metering(SRF 5487-01)

Revenue

Expenditures

Net

56,307

(23,184)

79,491