



**US Army Corps
of Engineers®**

Detroit District

Emergency Streambank and Shoreline Stabilization

Section 14, 1946 Flood Control Act

What the US Army Corps of Engineers Can Do

The Corps of Engineers is authorized to construct bank protection works to protect vital public facilities that are being threatened by streambank and shore erosion. Some examples of the types of infrastructure that are eligible for protection are public buildings, roads, sewerage treatment plants, public utilities, non-profit schools and hospitals, bridges, etc. Private property, infrastructure/facilities, or vacant lands are NOT eligible for protection under this authority. In addition the erosion protection must be more cost effective than relocating the facility.

Study Process

Before the Corps can participate in implementing a streambank or shoreline stabilization project, a planning study must be conducted to determine if the project is economically justified (benefits exceed the costs), technically feasible, and environmentally acceptable.

Cost Sharing Information

The study is 100% federally funded up to \$100,000. The remainder of the study phase is cost shared 50% with a local sponsor, 50% with the Corps. The sponsor must contribute 35% of the total project design and construction cost as cash, in-kind services or Lands, Easements, Right-of-way, Relocations, and Disposal areas (LERRDs). Each project is limited to a federal cost of no more than \$5,000,000. The national program limit for these projects is \$20,000,000 per year.

Responsibility of the Project Sponsor

A Feasibility Cost Sharing Agreement (FCSA) must be executed for studies in excess of \$100,000. A Project Partnership Agreement (PPA) must also be executed with the project sponsor prior to project implementation. The Corps would oversee project construction; however, once constructed, the operation and maintenance of the project would be the responsibility of the project sponsor.

How to Request Assistance

An investigation of a prospective project under Section 14 can be initiated upon receipt of a letter of request from a sponsoring agency empowered under State law to provide local partnership.

For more information, contact

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Detroit District Outreach Coordinator

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Pre-Project Condition



Post-Project Condition

(LETTERHEAD OF LOCAL SPONSOR)

(CURRENT DATE)

Chief, Planning Office
U.S. Army Corps of Engineers - Detroit District
477 Michigan Avenue
Detroit, MI 48226-2550

Dear Sir:

In accordance with the provisions of Section 14 of the Flood Control Act of 1946, the **(state, city, county, town)** requests the Corps of Engineers assistance in addressing streambank and shoreline erosion problems **(briefly state problem)** on **(name of site)** along **(name of stream or shoreline)**. **(Briefly discuss the need for the study and nature, extent, and source of the problem and provide any other available information such as structures threatened, estimated impacts if failure occurs, etc.)**

We are aware of the following cost sharing requirements for projects under this authority.

The Feasibility Phase is federally funded up to \$100,000. Costs in excess of \$100,000 are shared with the sponsor on a 50/50 basis.

The sponsor's share of implementation **(design and construction)** includes lands, easements, rights-of-way, relocations and borrow and disposal areas **(not to include the value of the land on which the facility or structure to be protected is located if owned by the sponsor)**, plus a cash contribution of 5% of the total project cost. If this amount is less than 35% of the total project cost, the sponsor is required to provide an additional cash contribution to equal 35%. Local interests must pay any costs over the \$5 million Federal limit.

The sponsor is responsible for removal of all hazardous, toxic, and radioactive wastes prior to any construction and for the operation, maintenance, repair, rehabilitation, and replacement of the project after it is completed.

We are aware that this letter serves as an expression of intent and is not a contractual obligation and that either party may discontinue the study process at any stage prior to construction.

Sincerely,

Name
Title **(Official Capacity)**
Of **(Name of Sponsor)**