

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on June 17, 2022, by ROCHESTER AVON PARTNERS, LLC, a Michigan limited liability company, whose address is 251 E. Merrill, Suite 205, Birmingham, Michigan 48009, ("**Developer**" or "**Owner**") and the CITY OF ROCHESTER HILLS (the "**City**"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Developer owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage and detention system (the "**System**") for the property as described and depicted in the attached **Exhibit B**; and

WHEREAS, the parties will benefit from the proper use and maintenance of the System and desire to enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Use of the System:** Components of the System, including any and all water conveyance, detention and water quality treatment facilities and devices, storm sewer pipe, catch basins, manholes, and swales, shall be used solely for the purpose of detaining storm and surface water on the property until such time as: (i) The City may determine and advise Developer, or Developer's successors, grantees or assigns, in writing that it is no longer necessary to use the detention system to detain storm or surface water; and (ii) an adequate alternative for draining storm and surface water has been provided which is acceptable to the City and which includes the granting of such easements to the City or third parties for the alternative drainage system as may be necessary.

2. **Maintenance:**

A. Developer shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof as detailed in the Maintenance Plan attached as **Exhibit C**.

B. Proper maintenance of the System shall include, but not limited to: (i) Removing accumulated sediment, trash and debris from the detention system and at inlet pipes; (ii) Maintaining storm sewer and structures; (iii) Controlling the effects of erosion; (iv) Inspection and cleaning of the water quality treatment device; (v) Inspection of inlet and outlet pipes for structural integrity; (vi) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; and (vii) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. **Action by City:** In the event Developer or Developer's successors, grantees or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Developer or Developer's successors, grantees or assigns, in writing, and the notice shall include a listing and description of maintenance deficiencies and a demand that they must be corrected within thirty (30) days. The notice shall further specify the date and place for a hearing to be held at least fourteen (14) days after the date of the notice before the City Council, or such other board or official to whom the City Council may delegate responsibility. At the hearing, the City Council (or other board or official) may endorse or modify the listing and description of deficiencies to be corrected and, for good cause, may extend the time within which the deficiencies must be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and make the necessary corrections, and may maintain the System for a period not to exceed one (1) year. Such maintenance of the System by the City shall not be deemed a taking of the property, nor shall the City's actions be deemed to vest in the public any right to use the property. If the City determines maintenance of the system by the City should continue beyond one year, the City shall hold, and provide advance written notice of, a further hearing at which if it is determined that Developer or Developer's successors, grantees or assigns, will not or cannot properly maintain the System, the City may continue to maintain the System for another year, and subject to a similar hearing and determination, in subsequent years.

In the event the City determines an emergency condition caused by or relating to the System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the property and undertake appropriate corrective action.

4. **Charges:** The City shall charge to the current owner of the property the cost of maintenance or other corrective action undertaken by the City in accordance with this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may assess the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **Notice:** Any notices required under this agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

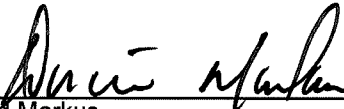
To Developer: Rochester Avon Partners, LLC
251 E. Merrill, Suite 205
Birmingham, Michigan 48009

To the City: Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

6. **Successors and Assigns:** This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns. The rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the property.

7. **Recording of Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

Rochester Avon Partners, LLC, a Michigan limited liability company

By: 
Donald Markus
Its: Manager

CITY OF ROCHESTER HILLS

By: _____
Bryan K. Barnett, Mayor

[Notarization Pages to Follow]

STATE OF MICHIGAN

COUNTY OF Oakland

This agreement was acknowledged before me on June 17, 2022, By Doraid Markus, who is the Manager of Rochester Avon Partners, LLC, a Michigan limited liability company on behalf of the Company.

NATASHA OURO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Apr 18, 2024
ACTING IN COUNTY OF Oakland

Natasha Ouro
Oakland Natasha Ouro, notary public
County, Michigan
My commission expires: 4/18/24

STATE OF MICHIGAN

COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 2022, by Bryan K. Barnett, Mayor, of the City of Rochester Hills, on behalf of the City.

Drafted By:
Bradley S. Scobel, Esq.
Seyburn Kahn, P.C.
2000 Town Center, Ste. 1500
Southfield, Michigan 48075

notary public
County, Michigan
My commission expires: _____

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staraw
Approved 6/29/22

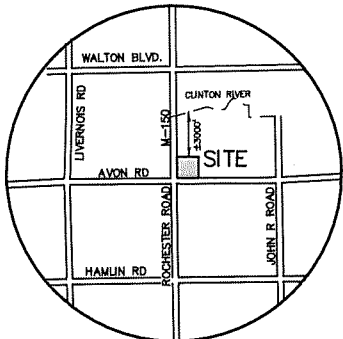
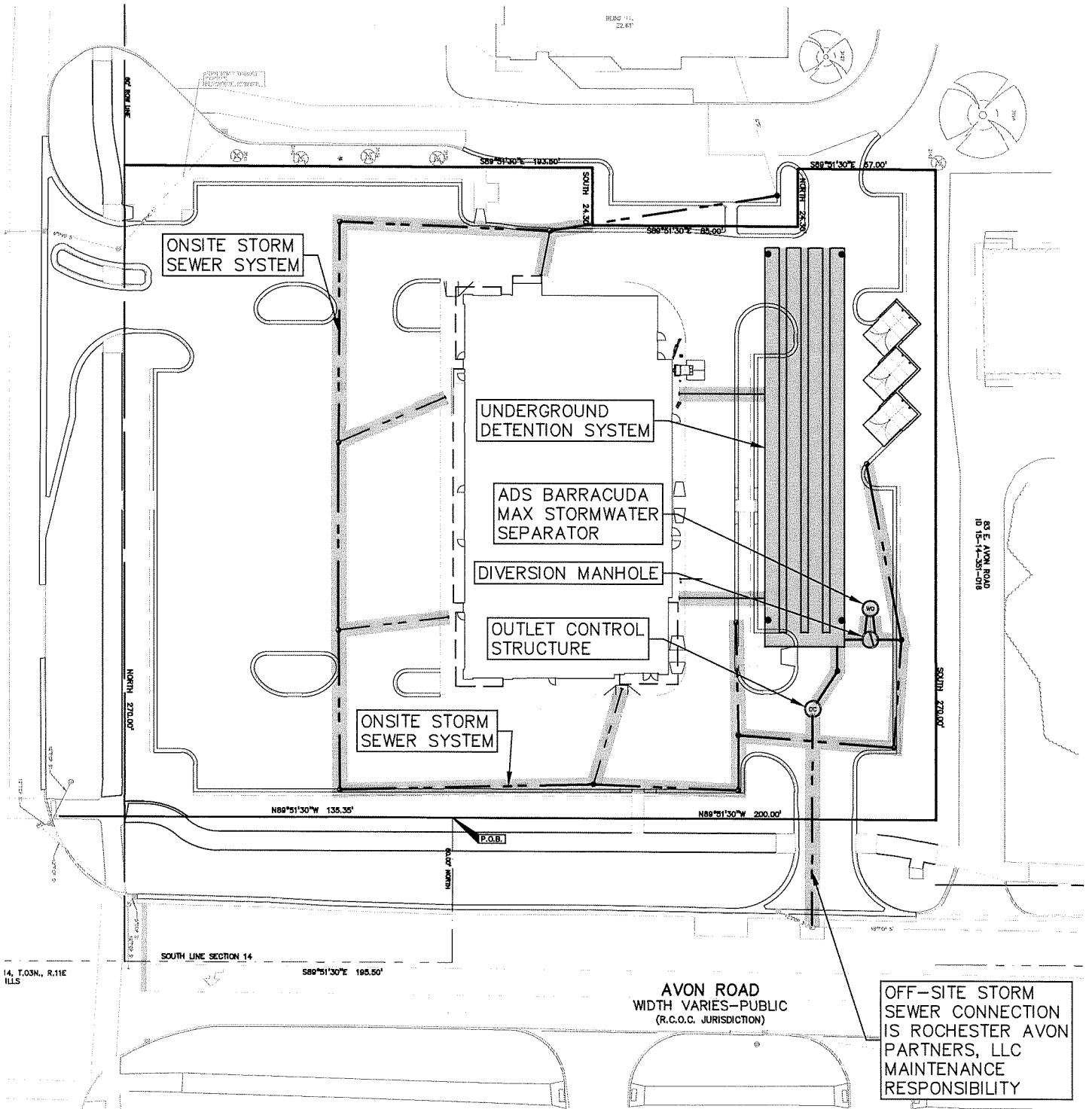
EXHIBIT 'A'

LEGAL DESCRIPTION- COMBINED PROPERTY

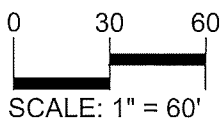
LAND IN A PART OF SOUTHWEST 1/4 SECTION 14, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 195.50 FEET ALONG THE SOUTH LINE OF SECTION 14; THENCE NORTH 60.00 FEET TO THE NORTH LINE OF AVON ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST 135.50 FEET TO THE EAST LINE OF S. ROCHESTER ROAD (WIDTH VARIES); THENCE ALONG SAID EAST LINE NORTH 270.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 193.50 FEET; THENCE SOUTH 24.30 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 85.00 FEET; THENCE NORTH 24.30 FEET; THENCE S89°51'30"E 57.00 FEET; THENCE SOUTH 270.00 FEET TO THE NORTH LINE OF SAID AVON ROAD; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING ±2.03 ACRES

EXHIBIT "B"



LOCATION MAP
NOT TO SCALE



ROCHESTER AVON PARTNERS, LLC
STORM SEWER SYSTEM
MAINTENANCE RESPONSIBILITY



OK ARS
6/21/22

ROCHESTER AVON PARTNERS, LLC
251 E. MERRILL ST., SUITE #205
BIRMINGHAM, MI 48009

EXHIBIT B
JUNE 9, 2022
2019-007

PEA
GROUP

t: 844.813.2949
www.peagroup.com

EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

**ROCHESTER SQUARE
STORMWATER MAINTENANCE PLAN
ROCHESTER HILLS, MICHIGAN**

**PROPERTY OWNER:
ROCHESTER AVON PARTNERS, LLC
251 EAST MERRILL ST, STE 205
BIRMINGHAM, MI 48009
Phone: (248) 892-2222
Contact: Mr. Doraid Markus**

Prepared by:
PEA Group
2430 Rochester Court, Suite #100
Troy, Michigan, 48083-1872
Phone: (248) 689-9090
Contact: Rachel Smith, P.E.

June 9, 2022

*JK ARS
6/21/22*

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all stormwater management systems including the underground detention system, underground storm sewer system, outlet control structures, and mechanical pre-treatment devices as incorporated into and detailed on the approved Construction Plans as prepared by PEA Group. In order to comply with the local best management practices (BMP) and requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

Mr. Doraid Markus, Manager
Rochester Avon Partners, LLC
251 East Merrill St., Ste 205
Birmingham, Michigan, 48009
Phone: (248) 892-2222

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

LEGAL DESCRIPTION

LAND IN A PART OF SOUTHWEST 1/4 SECTION 14, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 14, THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 195.50 FEET ALONG THE SOUTH LINE OF SECTION 14; THENCE NORTH 60.00 FEET TO THE NORTH LINE OF AVON ROAD (WIDTH VARIES) AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST 135.50 FEET TO THE EAST LINE OF S. ROCHESTER ROAD (WIDTH VARIES); THENCE ALONG SAID EAST LINE NORTH 270.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 193.50 FEET; THENCE SOUTH 24.30 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 30 SECONDS EAST 85.00 FEET; THENCE NORTH 24.30 FEET; THENCE S89°51'30"E 57.00 FEET; THENCE SOUTH 270.00 FEET TO THE NORTH LINE OF SAID AVON ROAD; THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 51 MINUTES 30 SECONDS WEST 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING ±2.03 ACRES

STORMWATER MAINTENANCE EXHIBIT:

Exhibit 'B' of the Storm Water Maintenance Agreement is the Storm Water System Plan which provides a clear presentation of all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm sewer pipes
- Storm sewer structures (manholes, inlets, catch basins etc.)
- Outlet control structures
- Pre-Treatment Devices (Water Quality Unit)

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum, if no events warrant additional inspections. The frequency of inspections should be fine-tuned over time as system specific conditions are better known and the rate at which certain maintenance operations need to be performed is better understood. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending on the component being inspected. Operation of the detention system, outlet control structures and pre-treatment devices may need to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Rochester Hills Engineering Division. The records should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector, civil engineer, landscape architect, geotechnical engineer and contractor involved with the system.

STORM WATER SYSTEMS MAINTENANCE:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features
- Potential loss of life or property resulting from catastrophic failure of the facility
- Aesthetic or nuisance conditions, such as mosquitoes or reduced property values due to a degraded facility appearance.

Most of these impacts can be avoided through proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of stormwater system failure is

the lack of adequate and proper operation, inspection, maintenance and management.

Good design and construction can reduce subsequent maintenance needs and costs, but they can not eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Rochester Hills reserves the right to enter the property and perform all necessary work at the property owners' cost. Refer to the *Agreement for Storm Water System Maintenance* for additional details.

General Maintenance Items:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces provides a more attractive appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Parking lot sweeping should be performed quarterly or as necessary to limit sediment and trash build-up.

Grass Mowing and Maintenance:

Mowing requirements at a facility should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed monthly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the stormwater system. The inspection checklists attached to this report offer a more complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

Storm Sewer and Structures:

Catch basins, inlets, manholes, outlet control structures, detention pipe and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation etc. The structures and sewers should also be observed during a wet weather event to ensure their proper operation. Accumulated sediment and debris should be removed on an annual basis or as

needed based on observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Stormwater Pre-Treatment Devices:

Refer to the attached maintenance manuals from the manufacturer for all inspection and maintenance requirements for the pre-treatment structures.

The following pages include inspection checklists for the various devices and components listed above as well as the manufacturer's manuals for the stormwater pre-treatment structures.

EXHIBIT "C"

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

**STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE**

POST CONSTRUCTION

MAINTENANCE ACTIVITIES
MONITORING/INSPECTION

MAINTENANCE ACTIVITIES MONITORING/INSPECTION	SYSTEM COMPONENTS		FREQUENCY	COMMENTS
	Catch Basins, Inlets, Manholes, and Outlet Control Structures	Storm Sewer & Detention Pipes		
Inspect for Sediment Accumulation	X	X	Annually	
Inspect for Floatables, dead vegetation and debris	X	X	Annually	
Inspect all components during wet weather and compare to as-built plans	X	X	Annually	
Inspect inside of structures and pipes for cracks, spalling, joint failure, settlement, sagging and misalignment.	X	X	Annually	
PREVENTATIVE MAINTENANCE				
Remove accumulated sediment	X	X	Annually or as needed	
Remove floatables, dead vegetation and debris	X	X	Annually or as needed	
REMEDIAL ACTIONS				
Structural Repairs	X	X	As Needed	
Make adjustments/repairs to ensure proper functioning	X	X	As Needed	

SUMMARY:

INSPECTORS REMARKS: _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

*OK APS
6/18/22*

**ROCHESTER AVON
PARTNERS, LLC**
251 E. MERRILL ST., SUITE #205
BIRMINGHAM, MI 48009

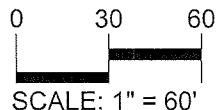


EXHIBIT C
MAY 31, 2022
2019-007

**PEA
GROUP**

t: 844.813.2949
www.peagroup.com

Barracuda[®] Max[™] & Barracuda Maintenance Guide

One of Barracuda's advantages is the ease of maintenance. Like any system that collects pollutants, the Barracuda must be maintained for continued effectiveness. Maintenance is a simple procedure performed using a vacuum truck or similar equipment. The systems were designed to minimize the volume of water removed during routine maintenance, reducing disposal costs.

Contractors can access the pollutants stored in the manhole through the manhole cover. This allows them to gain vacuum hose access to the bottom of the manhole to remove sediment and trash. There is no confined space entry necessary for inspection or maintenance.

The entire maintenance procedure typically takes 2 to 4 hours, depending on the system's size, the captured material, and the vacuum truck's capacity.

Local regulations may apply to the maintenance procedure. Safe and legal disposal of pollutants is the responsibility of the maintenance contractor. Maintenance should be performed only by a qualified contractor.

Inspection and Cleaning Cycle

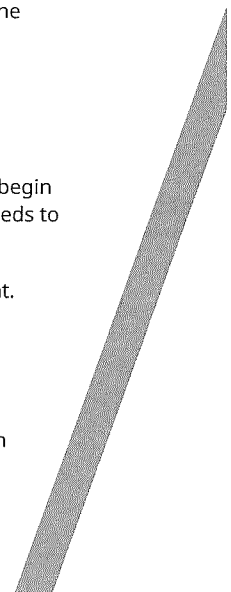
Periodic inspection is needed to determine the need for and frequency of maintenance. You should begin inspecting as soon as construction is complete and then on an annual basis. Typically, the system needs to be cleaned every 1-3 years.

Excessive oils, fuels or sediments may reduce the maintenance cycle. Periodic inspection is important.

Determining When to Clean

To determine the sediment depth, the maintenance contractor should lower a stadia rod into the manhole until it contacts the top of the captured sediment and mark that spot on the rod. Then push the probe through to the bottom of the sump and mark that spot to determine sediment depth.

Maintenance should occur when the sediment has reached the levels indicated in the Storage Capacity Chart.



Barracuda Storage Capacities

Model	Manhole Diameter in. (mm)	Total System Volume Gallons (Liters)	Treatment Chamber Capacity Gallons (Liters)	Standard Sediment Capacity (20" depth) Yards ³ (meters ³)	NJDEP Sediment Capacity (50% of standard depth) Yards ³ (meters ³)
S3	36 (900)	264 (999)	212 (803)	0.44 (0.34)	0.22 (0.17)
S4	48 (1200)	665 (2517)	564 (2135)	0.78 (0.60)	0.39 (0.30)
S5	60 (1500)	1040 (3937)	881 (3335)	1.21 (0.93)	0.61 (0.47)
S6	72 (1800)	1497 (5667)	1269 (4804)	1.75 (1.34)	0.88 (0.67)
S8	96 (2400)	4196 (15884)	3835 (14517)	3.10 (2.37)	1.55 (1.19)
S10	120 (3000)	7976 (30192)	7496 (28375)	4.85 (3.71)	2.43 (1.86)

Maintenance Instructions

1. Remove the manhole cover to provide access to the pollutant storage. Pollutants are stored in the sump, below the bowl assembly visible from the surface. Access this area through the 8" (200 mm), 10" (250 mm), 15" (375 mm) or 20" (500 mm) diameter access cylinder.
2. Use a vacuum truck or other similar equipment to remove all water, debris, oils and sediment. See figure 1.
3. Use a high pressure hose to clean the manhole of all the remaining sediment and debris. Then, use the vacuum truck to remove the water.
4. Fill the cleaned manhole with water until the level reaches the invert of the outlet pipe.
5. Replace the manhole cover.
6. Dispose of the polluted water, oils, sediment and trash at an approved facility.
 - a. Local regulations prohibit the discharge of solid material into the sanitary system. Check with the local sewer authority for authority to discharge the liquid.
 - b. Some localities treat the pollutants as leachate. Check with local regulators about disposal requirements.
 - c. Additional local regulations may apply to the maintenance procedure.

