

AGREEMENT FOR STORM WATER SYSTEM MAINTENANCE

This agreement, made and entered into this 14th day of March, 2017, by and between the City of Rochester Hills, a Municipal Corporation, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter referred to as "City", and Edward Holowinski, a married man, and Jozefa Holowinski, his wife, whose address is 2610 Lahser Road, Bloomfield, MI 48302-1146, hereinafter referred to as "Proprietor".

WHEREAS, Proprietor owns and developed the Property described in attached Exhibit A; and

WHEREAS, the existing development of the Property altered the natural flow of surface and storm water drainage; and

WHEREAS, Proprietor installed a storm water drainage and detention system, hereinafter referred to as the "System", comprised of storm water detention and devices, storm sewer pipes, catch basins, manholes for the Property when the Property was developed; and

WHEREAS, Proprietor has proposed, and the City has approved, the removal and replacement of the System as described and depicted in attached Exhibit B; and

WHEREAS, the parties will benefit from the removal and replacement of the System and enter into this agreement to provide for the same.

NOW, THEREFORE, in consideration of the foregoing and of these presents, CITY and PROPRIETOR agree as follows:

1. Use of the System:

Components of the replacement System, including any and all water conveyance, detention and devices, storm sewer pipes, catch basins, and manholes, shall be used solely for the purpose of conveying and detaining storm and surface drainage on the Property until such time as: (i) The City determines and notifies Proprietor or Proprietor's successor's, grantees or assigns, in writing, that it is no longer necessary to convey or detain the storm and surface drainage; and (ii) An adequate alternative for conveying, detaining and treating storm and surface drainage has been provided which is acceptable to the City and which includes the granting of any easements to the City or third parties as may be required or necessary for the alternative drainage system.

2. Maintenance:

- A. Proprietor shall be responsible for the proper maintenance, repair and replacement of the System and all parts thereof as detailed in the Maintenance Plan attached as Exhibit C.
- B. Proper maintenance of the System shall include, but it is not limited to: (i) Removing accumulated sediment, trash and debris from the detention basin and inlet pipes; (ii) Managing deleterious vegetative growth; (iii) Maintaining storm sewer, structures, end-sections and safety features; (iv) Controlling the effects of erosion; (v) Inspection of the underground detention pipes; (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

3. Action by City:

If, at any time, Proprietor or Proprietor's successors, grantees or assigns, neglect or fail to properly maintain the System or any part thereof, the City may notify the Proprietor or Proprietor's successors, grantees or assigns. The notice shall be writing and shall list and describe the maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify the date and place for hearing to be held at least fourteen (14) days after the date of the notice before the City Council, or such other

board or officials as the City Council may designate. At the hearing, the City Council (or other designated board or official) may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may extend the time for the deficiencies to be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake the necessary corrective actions, and the City may maintain the System for up to one (1) year. Such maintenance of the System by the City shall not be construed to be a trespass or taking of the Property, nor shall the City's action vest in the public any right to enter or use the Property. Thereafter, if Proprietor or Proprietor's successors, grantees or assigns do not properly maintain the System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the System for another year, and subject to a similar notice, 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 to enter the Property and undertake 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 under this agreement, plus a ten (10%) administrative fee. If not timely paid, the City may place the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectible 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 Proprietor: Edward Holowinski
2610 Lahser Road
Bloomfield, MI 48302-1146

To the City: City Clerk
1000 Rochester Hills Drive,
Rochester Hills, Michigan 48309

6. Successors and Assigns:

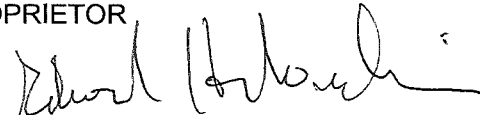
This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees, and assigns. The benefits, burdens, rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the Property and any divisions thereof.

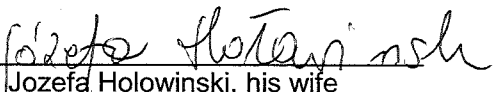
7. Recording of the Agreement:

This agreement shall be recorded at the Oakland County Register of Deeds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Storm Water System Maintenance to be executed by their respective, duly-authorized officers and their seals to be affixed hereto all as of the day and year first above written.

PROPRIETOR

By: 
Edward Holowinski, a married man

By: 
Jozefa Holowinski, his wife

CITY OF ROCHESTER HILLS

By: Bryan K. Barnett, Mayor

By: Tina Barton, City Clerk

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 14th day of MARCH, 2017, by Edward Holowinski, a married man and Jozefa Holowinski, his wife of 2610 Lahser Road, Bloomfield, Michigan 48302-1146, proprietor.

Halina Bilek
Notary Public
County, _____
My Commission Expires: _____
HALINA BILEK
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 20, 2017
ACTING IN COUNTY OF OAKLAND

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Bryan K. Barnett, Mayor of City of Rochester Hills and Tina Barton, City Clerk of City of Rochester Hills, a Michigan municipal corporation, on behalf of the City of Rochester Hills.

Notary Public
County, _____
My Commission Expires: _____

When recorded, return to:
Tina Barton, City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Drafted by:
Noel Y. Santos, P.E.
Spalding DeDecker
905 South Blvd East
Rochester Hills, MI 48307

John Staran
Approved 4/6/17

EXHIBIT A

Legal Description of Property:

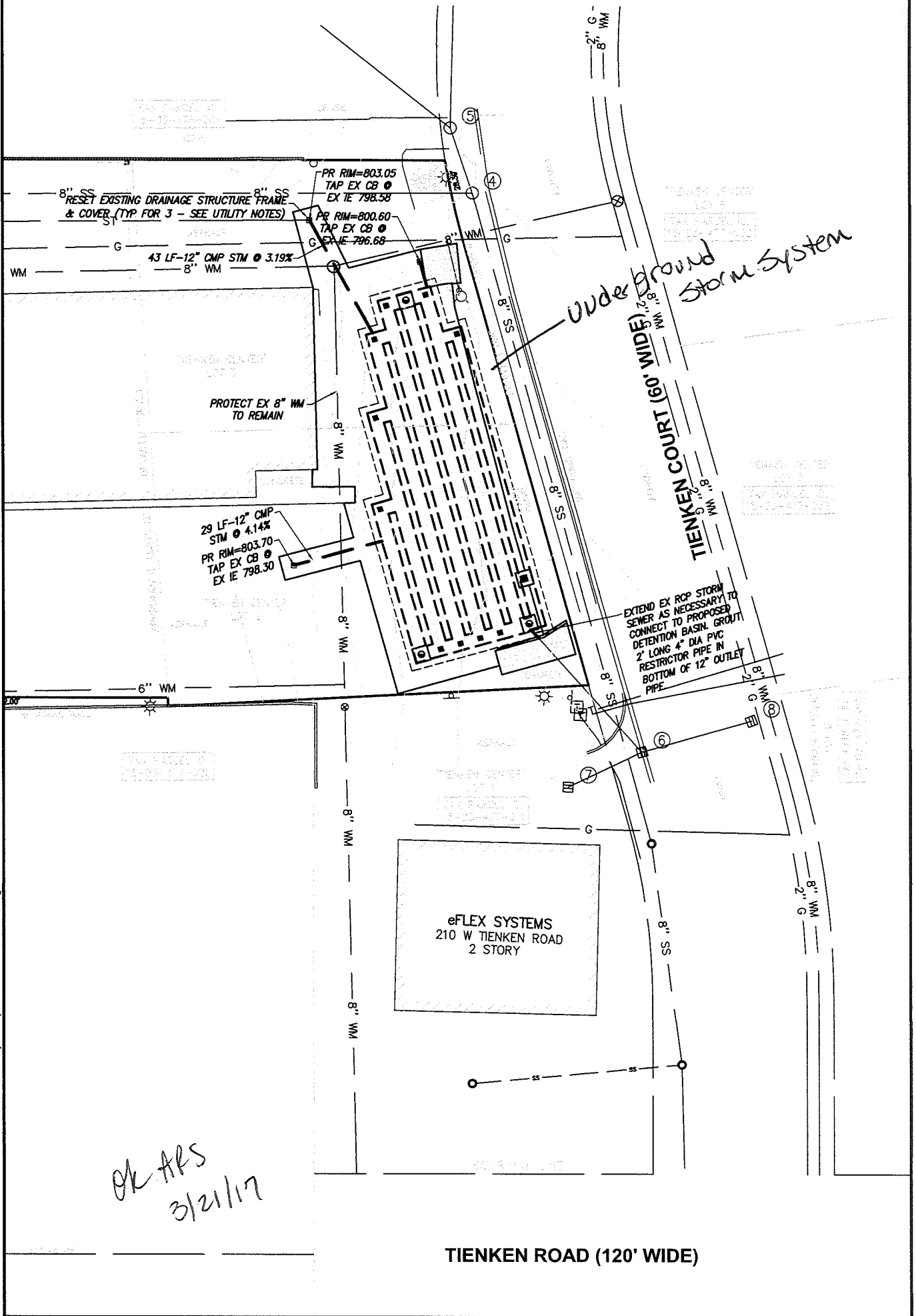
T3N, R11E, SEC 3 PART OF SE 1/4 BEG AT PT DIST N 89-42-30 W 1295.26 FT FROM SE SEC COR, TH N 89-42-30 W 58.92 FT, TH N 02-40-53 W 212.82 FT, TH S 87-19-07 W 95 FT, TH N 00-52-30 E 185.67 FT, TH S 89-42-30 E 253.76 FT, TH S 03-22-23 E 178.90 FT, TH N 89-42-30 W 102 FT, TH S 00-17-30 W 218.53 FT TO BEG, ALSO LOTS 2 & 3 OF 'TIENKEN CENTER'.

Property Tax I.D.: 70-15-03-477-028

Property Address: 294 Tienken Road, Rochester Hills, MI 48306-4404

3/24/17
OK MT

EXHIBIT B



OK ARS
3/21/17

Plotted: Mar 8, 2017, 3:35 PM by user: 973 — Saved: 3/8/2017 by user: 973
 N: \\NP\WLD_Projects\NP16057 — North Crest Center Stormwater Basin\DWG\NP16057\ExhibitB.dwg



SPALDING DeDECKER
Engineers | Surveyors

905 South Blvd. East Phone: (248) 844-5400
 Rochester Hills, MI 48307 Fax: (248) 844-5404
 www.sda-eng.com

DRAWN:	DATE:
CHECKED: N. SANTOS	DATE: 03-06-17
MANAGER: D.RICHMOND	SCALE: 1"=40'
JOB No. NP16-057	SHEET: 1 OF 1
SECTION 03 TOWN 03 NORTH RANGE 11 EAST	
ROCHESTER HILLS	OAKLAND COUNTY, MI

EXHIBIT C

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (LTMP) IS DEPICTED ON EXHIBIT B AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, MANHOLES, CATCH BASINS, STORM WATER INLETS, CLOSED CONDUITS, UNDERGROUND DETENTION SYSTEMS, FLOW RESTRICTOR STRUCTURE AND OUTLET PIPE THAT CONVEY FLOW FROM THE UNDERGROUND DETENTION SYSTEM TO AN EXISTING STORM MANHOLE THAT OUTLETS TO A CITY STORM SEWER.

FOR PURPOSES OF THIS SWMS, THIS STORM WATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN ON EXHIBIT B IS REFERRED TO AS THE "SYSTEM".

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

THE PROPRIETOR IS RESPONSIBLE FOR MAINTAINING THE SYSTEM, INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE CITY OF ROCHESTER HILLS, UNTIL WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE SYSTEM COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE COUNTY. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.

THE OPERATION OF THE STORM WATER MANAGEMENT SYSTEM, INCLUDING DETENTION BASIN AND PIPES SHALL BE MONITORED TO VERIFY THAT THE SYSTEM IS PERFORMING AS INTENDED AND WILL BE REPAIRED OR MODIFIED AS REQUIRED TO INSURE THAT THE SYSTEM OPERATES AS INTENDED AND AS REQUIRED.

MAINTENANCE OF STORM WATER COLLECTION SYSTEM CONSISTS OF THE FOLLOWING ITEMS, WHICH ARE TO BE DONE AT LEAST TWICE PER YEAR AS FOLLOWS:

1. CLEAN THE COVER OF ALL CATCH BASINS AND INLETS.
2. CHECK THE DEPTH OF ACCUMULATED SEDIMENT IN EACH STORM STRUCTURE AND REMOVE THE SEDIMENT IF IT IS 12 OR MORE INCHES DEEP.
3. IF WHILE CHECKING THE SEDIMENT IN THE STORM STRUCTURES, IT BECOMES APPARENT THAT THE SEDIMENT HAS ENTERED THE CONNECTING PIPES, THE PIPES SHALL BE JETTED TO REMOVE THE SEDIMENT.
4. IF ANY SETTLING AROUND THE STORM STRUCTURES OR ALONG THE ROUTE OF THE PIPES IS EVIDENT, THE STRUCTURES AND THE PIPES SHALL BE CHECKED FOR OPEN JOINTS AND CRACKS WHICH, IF FOUND, SHALL BE REPAIRED.

MAINTENANCE OF THE DETENTION SYSTEM, OUTLET CONTROL STRUCTURE AND OUTLET PIPES MUST BE PERFORMED AT LEAST TWICE PER YEAR AS FOLLOWS:

1. THE DETENTION SYSTEM IS TO BE INSPECTED AND CLEANED OF ANY ACCUMULATED DEBRIS AND SEDIMENT WHEN SEDIMENT DEPTH REACHES 6".
2. THE DETENTION SYSTEM MUST BE CLEANED IF ITS VOLUME IS REDUCED BY MORE THEN 10% DUE TO THE ACCUMULATION OF SILT AND SEDIMENT.
3. THE OUTLET CONTROL STRUCTURE AND OUTLET PIPES SHALL BE MAINTAINED IN ACCORDANCE WITH MAINTENANCE SCHEDULE FOR THE COLLECTION SYSTEM AS MENTIONED ABOVE.

C. MANNER OF ENSURING MAINTENANCE RESPONSIBILITY

THE PROPRIETOR HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF THE SYSTEM. THE STIPULATION BY WHICH THE PROPRIETOR HAS ASSUMED MAINTENANCE RESPONSIBILITY IS INDICATED IN THE "AGREEMENT FOR STORM SEWER MAINTENANCE". THE CITY OF ROCHESTER HILLS RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE SYSTEM IF THE PROPRIETOR FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES.

TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PERPETUITY, THE "AGREEMENT FOR STORM SEWER MAINTENANCE" BETWEEN THE CITY OF ROCHESTER HILLS AND THE PROPRIETOR TOGETHER WITH ITS EXHIBIT A (LEGAL DESCRIPTION OF PROPERTY), EXHIBIT B (THE MAP OF THE PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM, AND EXHIBIT C (THIS PLAN FOR LONG TERM MAINTENANCE) WILL BE RECORDED WITH THE OAKLAND COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENTS WILL BE PROVIDED TO THE CITY OF ROCHESTER HILLS.

D. LONG-TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING/INSPECTIONS, PREVENTATIVE MAINTENANCE, AND REMEDIAL SECTIONS). TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED.



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Engineers | Surveyors

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DRAWN:	DATE:
CHECKED: N. SANTOS	DATE: 03-06-17
MANAGER: D.RICHMOND	SCALE: NONE
JOB No. NP16-057	SHEET: 1 OF 2
SECTION 03 TOWN 03 NORTH RANGE 11 EAST	
ROCHESTER HILLS	OAKLAND COUNTY, MI

TABLE 1
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE SYSTEM COMPONENTS

Maintenance Activities	Underground Detention System	Catch Basins, Inlets & Storm Sewers	Inlets to Detention/retention Systems	Flow Restrictors, Overflow Structures & Outlet Pipes	Other	Frequency
Monitoring/Inspection						
Inspect for sediment accumulation*	X	X	X	X		Annually
Inspect for floatables and debris	X	X	X	X		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X		Annually
Ensure means of access for maintenance remain clear/open	X	X	X	X		Annually
Preventative Maintenance						
Remove accumulated sediment	X	X		X		As needed*
Remove floatables and debris	X	X	X			As needed
Sweeping of paved surfaces (parking lot and sidewalks)					X	2 times per year
Other					X	
Remedial Actions						
Structural repairs	X	X	X	X		As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X		As needed

Underground detention system to be cleaned, at a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

NOTE:
 CHEMICALS SHALL NOT BE APPLIED TO BIORETENTION AREA , BUFFER STRIPS AND VEGETATED SWALES OR WATERCOURSES.