

**AGREEMENT FOR
STORM WATER SYSTEM MAINTENANCE**

This Agreement is made on Sept. 28, 2017, by Rochester Community Schools, 501 W. University Drive, Rochester, MI 48309, ("District"), and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, District owns and proposes to develop the Property described in attached Exhibit A; and

WHEREAS, the proposed development of the Property will alter the natural flow of surface and storm water Drainage; and

WHEREAS, District has proposed, and the City has approved, a storm water drainage and detention system (the "System") comprised of storm water detention facilities and devices, storm sewer pipe, catch basins, manholes, end-sections, ditches, swales, open water courses and rip-rap, for the Property as described and depicted in the Storm Water System Plan attached as Exhibit B; and

WHEREAS, the parties will benefit from the proper operation, use and maintenance of the System and 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 devices, storm sewer pipe, catch Basins manholes, end-sections, ditches, swales, open water courses and rip-rap, shall be used solely for the purpose Of conveying, detaining and treating storm and surface drainage on the property until such time as: (i) The City determines and notifies District or District's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat the surface drainage; and (ii) An adequate alternative for conveying, detaining and treating storm and surface damage 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. District 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 is not limited to: (i) Removing accumulated sediment, trash and debris from the detention system and at 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 and cleaning of the water quality treatment device; (vi) Inspection of inlet and outlet pipes for structural integrity; (vii) Inspection and replacement of rip-rap at outlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention system; (ix) Inspection and replacement of stone around the outlet pipe; and (x) 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, District or District's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify District or District's successors, grantees or assigns. The notice shall be in writing and shall list and describe maintenance deficiencies and demand that they be corrected within thirty (30) days.

The notice shall further specify a 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 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 a taking of the Property, nor shall the City's actions vest in the public any right to enter or use the Property. Thereafter, if District or District'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 enter in Property and undertake appropriate correction 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 percent (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 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 Rochester Community Schools: 501 W. University Drive
Rochester, MI 48309
Attention:

To the City: 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 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 Agreement:

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

ROCHESTER COMMUNITY SCHOOLS

By: [Signature]
Robert Shaner
Its: Superintendent

CITY OF ROCHESTER HILLS

By: _____
Bryan Barnett, Mayor

By: _____
Tina Barton, Clerk



STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on Sept. 28, 2017, by Robert Shaner, Superintendent, on behalf of the Rochester Community Schools.

[Signature]
_____, Notary public
Oakland County, Michigan
My commission expires: 3/10/2018

STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, by Bryan Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf o the City.

_____, Notary public
Oakland County, Michigan
My commission expires: _____

Drafted By:
Thomas Sovel
Spalding DeDecker
905 South Boulevard East
Rochester Hills, MI 48307

John Staraw
Approved 10/17/17

When Recorded Return to:
City Clerk
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

EXHIBIT "A"

LEGAL DESCRIPTION

AS PROVIDED

ROCHESTER ADAMS HIGH SCHOOL
3200 W. TIENKEN RD.
ROCHESTER HILLS, MI
48306

TAX PARCEL NO: 70-15-06-400-002

LAND LOCATED IN SOUTHEAST 1/4 OF SECTION 6, T. 3 N, R.11 E, AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT THE SOUTHEAST CORNER OF SECTION 6; THENCE ALONG THE SOUTHERLY SECTION LINE N89°41'00"W 1253.46 FEET; THENCE N03°10'10"W 783.00 FEET; THENCE N89°41'00"W 564.00 FEET TO A POINT ON THE EASTERLY SUBDIVISION LINE OF "BRIDGEWOOD FARMS"(L. 167, PAGES 26-27 OAKLAND COUNTY RECORDS) AND THE EASTERLY SUBDIVISION LINE OF "THORNRIDGE SUBDIVISION"(L. 187, PAGE 21, OAKLAND COUNTY RECORDS); THENCE ALONG SAID LINE N03°10'10"W 1067.29 FEET TO A POINT ON THE SOUTHERLY SUBDIVISION LINE OF "THORNRIDGE SUBDIVISION"; THENCE ALONG SAID LINE N88°14'49"E 1927.52 FEET TO A POINT ON THE EASTERLY SECTION LINE; THENCE ALONG SAID LINE S00°12'21"W 1916.48 FEET TO THE POINT OF BEGINNING, CONTAINING 70.786 ACRES AND SUBJECT TO THE RIGHTS OF THE PUBLIC AND OF ANY GOVERNMENTAL UNIT IN ANY PART OF THE LAND TAKEN, USED OR DEEDED FOR ROAD OR HIGHWAY PURPOSES AND SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Mike Tawt
Approved 10/24/17

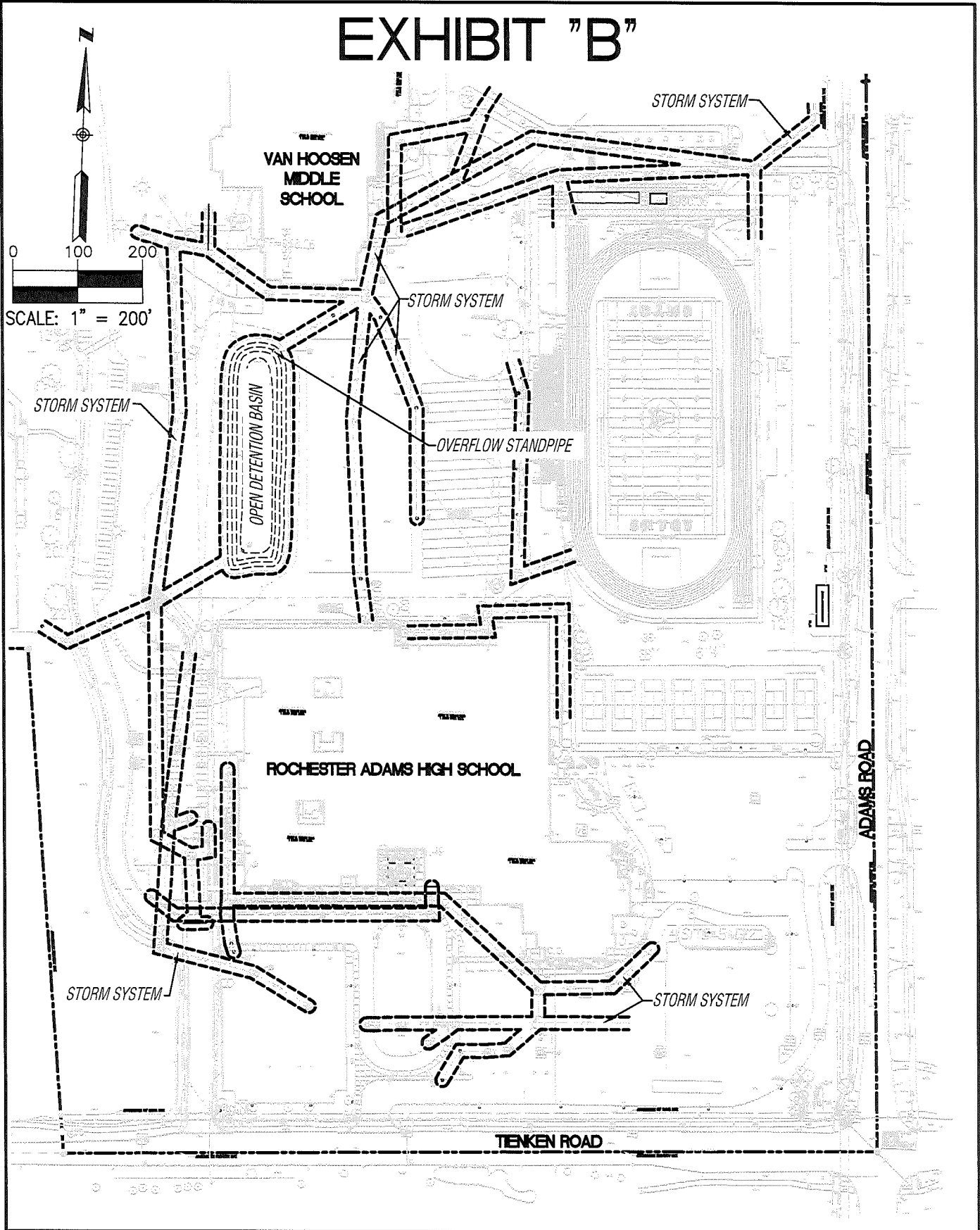


SPALDING DEDECKER
Engineers | Surveyors

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

DRAWN: PJK	DATE: 09-25-17
CHECKED: TJS	DATE: 09-25-17
MANAGER: TJS	SCALE: NTS
JOB No. NP16068	SHEET: 1 OF 1
SECTION 6 TOWN 03 NORTH RANGE 11 EAST	
CITY OF ROCHESTER HILLS OAKLAND COUNTY, MI	

EXHIBIT "B"



SPALDING DEDECKER
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EXHIBIT "C"

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PAGE 1 OF 2

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN IS DEPICTED ON EXHIBIT "B" AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, SWALES, MANHOLES, CATCH BASINS, STORM WATER INLETS, CLOSED CONDUITS, DETENTION SYSTEMS, FLOW RESTRICTOR STRUCTURE AND OUTLET PIPE THAT CONVEY FLOW ON THE PROPERTY.

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

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

DISTRICT IS RESPONSIBLE FOR MAINTAINING THE STORM SEWER SYSTEM, INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM, UNTIL THE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE STORM SEWER COMMENCES WHEN UPON SUBSTANTIAL COMPLETION OF CONSTRUCTION. 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.

D. LONG-TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 (ON PAGE 2 OF EXHIBIT "C") 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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EXHIBIT "C"

MAINTENANCE SCHEDULE

Maintenance Activities	Underground Detention System	Above ground Detention Basin	Catch Basins, Inlets & Storm Sewers	Inlets to Detention Systems	Flow Restrictors, Overflow Structures & Outlet Pipes	Rip-rap	Other	Frequency
Monitoring/Inspection								Annually
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X			Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X			Annually and after major events
Inspect for erosion and integrity of banks and berms		X		X		X		Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X		Annually
Ensure means of access for maintenance remain clear/open	X	X	X	X	X	X		Annually
Preventative Maintenance								
Remove accumulated sediment	X	X	X		X			As needed**,***
Remove floatables, dead vegetation and debris	X	X	X	X				As needed
Replace or wash/reuse stone riser filters					X	X		Every 3 years; more frequently as needed ****
Sweeping of paved surfaces (streets and parking lots)							X	2 times per year
Other - (Recommended By Manufacturer)		X					X	
Remedial Actions								
Repair/stabilize areas of erosion				X		X		As needed
Structural repairs	X	X	X	X	X	X		As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X		As needed

* Not to exceed length allowed by local community ordinance.

** Forebays, open detention basins and retention basins to be cled whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

*** Manufactured treatment system and underground detention systems to be cled according to manufacturer's recommendations: at a minimum, whenever sediment accumulates to a depth of 6-12 inches or if sediment resuspension is observed.

**** Replace stone if it can not be adequately cleaned



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