

VISTAS OF ROCHESTER HILLS SUBDIVISION
STORM SEWER SYSTEM MAINTENANCE AGREEMENT

THIS STORM SEWER SYSTEM MAINTENANCE AGREEMENT is made this _____ day of _____, 2013 by and between the City of Rochester Hills, Oakland County, Michigan (the “City”), 1000 Rochester Hills Drive, Rochester Hills, Michigan 49309-3033 and Rochester Meadows Real Estate, LLC, whose address is 40680 Garfield, Suite 1-A, Clinton Township, Michigan 48038 (the “Developer”).

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located in the City of Rochester Hills, Oakland County, Michigan, which real property is more particularly described in Exhibit A attached hereto and incorporated herein (the “Property”);

WHEREAS, the Developer intends to develop said real property described in Exhibit “A” attached hereto as a residential community to be known as Vistas of Rochester Hills Subdivision, a single family residential development (hereinafter known as the “Development”);

WHEREAS, The Development will alter the natural flow of surface and storm water drainage;

WHEREAS, the Developer desires to extend to the future lot owners of all properties within the Development the right to utilize and benefit from the storm water detention facilities and to provide a permanent method for the support and upkeep of said detention facilities;

WHEREAS, the Developer has proposed and the City has approved a storm water drainage and detention system (the “Storm Sewer System”) as shown in Exhibit “B” attached hereto and incorporated herein (the “Approved Plan”) and the Developer, and the City will benefit from the proper operation, use and maintenance of the Storm Sewer System and desire to enter into this binding contract relative to the use and governance of the areas described and fully delineated in the proposed plat of Vistas of Rochester Hills; and

WHEREAS, the Developer also intends to bind the future lot owners in the Development to this Agreement so this Agreement is intended to run with the land;

NOW, THEREFORE, in consideration of the approval by the City of the final plat of Vistas of Rochester Hills Subdivision and of the mutual promises contained herein, the parties hereto agree as follows:

1. **Storm Sewer System.** Pursuant to the Proposed Plat, Developer hereby makes available and will grant to each of the lot owners in the Development the right to utilize, maintain, replace and repair the Storm Sewer System, including but not limited to the detention basin areas and the storm sewer lines existing in the areas existing within the Development and delineated in the Proposed Plat. Components of the Storm Water System, including any and all water conveyance, detention facilities and 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 and detaining storm and surface drainage in the Development until such time as: (i) the City determines and notifies the Developer or Developer’s successors and assigns, including the Association (as defined below), in writing that it is no longer necessary to convey, or detain the storm and surface drainage; and (ii) an adequate alternative for conveying and detaining 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. **Homeowners Association of Vistas of Rochester Hills.** Control and jurisdiction over the Storm Sewer System shall be vested in Homeowners Association of Vistas of Rochester Hills (hereinafter referred to as “Association”). The Association is organized as a

non-profit corporation for a perpetual term under the laws of the State of Michigan. The Association was incorporated February 20, 2013. Membership in the Association shall be mandatory for all of the land owners in the Development. The Association shall be responsible at its sole expense for the proper maintenance of the Storm Sewer System and for compliance with the terms of this Agreement. The By-Laws of the Association shall provide for a Board of Directors of no less than three (3) members and no more than five (5).

The Association members shall each bear their prorata share of the total costs of maintaining the Storm Sewer System (including without limitation, the real and personal property taxes assessed against it and insurance policies maintained with respect to it), which shall constitute a lien against each member's lot or parcel. The prorated share of the cost shall be based on the proportion of each lot to the total number of lots in the subdivision plat.

Each Association member shall be entitled to vote according to the number of lots in which he has an ownership interest, with the following restrictions:

- a. there shall be a total of one (1) vote allowed with respect to each lot of the Development; and
- b. when two or more members hold an ownership interest in a particular lot as co-owners, whether as tenants-in-common, joint tenants or otherwise, the vote attributable to such lot shall be exercised as such co-owners shall among themselves determine.

The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Storm Sewer System which regulations shall be binding upon all members.

3. **Conveyance of Storm Sewer System.** The Developer agrees, on or before the date of conveyance of the last lot in the Development, to convey title to the Storm Sewer System to the Association, and the Association shall accept such conveyance and hold title to the Storm Sewer System for the benefit of all members of the Association, but free of all encumbrances reflecting obligations to pay money (other than liens for taxes and assessments not then due and payable). In no event shall the Association be liable for payment of any debts or liabilities incurred by the Developer. Any debts or obligations incurred by the Association shall constitute

a personal obligation of its members and shall be considered to be appurtenant to the members' property which shall pass with the title to such property whether or not specifically set forth in the deeds thereto.

4. **Maintenance of Storm Sewer System.** The Developer, and after conveyance to it of the Storm Water System, the Association, shall be responsible for the proper maintenance, repair and replacement of the Storm Water System and all parts thereof as detailed in the Maintenance Plan attached hereto as Exhibit C (the "Maintenance Plan"). Proper maintenance of the Storm Water System shall include, but is not limited to, (i) keeping the bottom of the detention basin and at inlet pipes free from silt and debris; (ii) removing harmful algae; (iii) managing deleterious vegetative growth; (iv) maintaining the Storm Water System structures, end-sections and safety features; (v) controlling the effects of erosion; (vi) inspection of inlet and outlet pipes for structural integrity; (vii) inspection and replacement of rip-rap at inlet pipes; (viii) inspection and cleaning of storm sewer and catch basins upstream from the detention basin; (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 of the Storm Water System. In no event shall the detention basin areas be utilized for any purpose other than detention of surface water without the prior written consent of the Association.

5. **Failure to Maintain Storm Sewer System.** In the event the Association fails at any time to maintain the Storm Sewer System (including without limitation the detention basins) in reasonable order and condition, the City may serve written notice upon the Association or upon its members setting forth the manner in which the Association has failed to maintain the Storm Sewer System in a reasonable condition and such notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof. The notice shall further state the date and place of a hearing thereon before the City Council or other such board, body or official to whom the City shall delegate such responsibility, which shall be held at least fourteen (14) days after the date of the notice. At such hearing, the City Council or other designated board, body or official may affirm or modify the list and description of maintenance deficiencies and, for good cause shown, may give an extension of the time within they shall be cured.

Thereafter, if the deficiencies set forth in the original notice, or in the modification thereof, shall not be cured within the time allowed, the City may maintain the same for a period of one (1) year. Such maintenance by the City shall not be construed as a trespass, constitute a taking of the Storm Sewer System, nor vest in the public any rights to use or enter the Storm Water System. Thereafter, if the Association does not properly maintain the Storm Water System, the City may, after providing similar written notice, schedule and hold another hearing to determine whether the City should maintain the Storm Water 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 Storm Water System threatens the public health, safety or general welfare, the City shall have the right to immediately and without notice enter the Storm Water System and undertake appropriate corrective action.

6. **Charges.** The cost of maintenance by the City, plus a ten percent (10%) administrative fee, shall be assessed against the Association and, if not timely paid, added to the tax rolls, which charges shall be a lien on the Storm Water System and shall be collectable and enforceable in the same manner general property taxes are collected and enforced. The City shall be, at its option, subrogated to the right of the Association against its members to the extent of that cost and administrative charge, if the City shall, by an official resolution, give thirty (30) days written notice to each member of the Association of the City's election to be subrogated.

The Association members shall bear their prorata share of the total costs of maintaining the Storm Sewer System (including, without limitation, the real or personal property taxes assessed against the Storm Water System), which prorata share of the cost shall constitute a lien against each members' lot or parcel and if not paid, the City shall have the right to add it to the tax rolls and collect it in the same manner as provided above. The prorated share of the costs shall be based on the proration of each lot to the total number of lots in the Development. The cost of maintenance by the City shall be assessed against the Association or the Association members at the City's discretion.

In the event the City declares the existence of an emergency upon, caused by or relating to the Storm Sewer System, and the City takes appropriate corrective action, the City shall have the right to charge and collect the costs for such corrective action, as provided herein.

7. **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 the Developer: Rochester Meadows Real Estate, LLC
40680 Garfield Road
Suite #1A
Clinton Township, Michigan 48038
Attention: Gary Fish

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

To the Association: Homeowners Association of Vistas of Rochester Hills
c/o Driggers, Schultz & Herbst
2600 W. Big Beaver, St. 550
Troy, Michigan 48084
Attention: Daniel R. Boynton, Resident Agent

8. **Successors and Assigns, etc.** This Agreement shall constitute restrictions and covenants running with the Property. The parties hereto make this Agreement on behalf of themselves and their respective successors and assigns, and hereby warrant that they have the authority and capacity to make this contract.

9. **Recording.** This Agreement shall be recorded at the Oakland County Register of Deeds.

[Signatures on following page.]

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

Land in the City of Rochester Hills, County of Oakland, and State of Michigan, described as follows:

Parcel 1:

Proposed Rochester Meadows being part of the Northeast 1/4 of Section 23, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan: Commencing at the North 1/4 corner of said Section 23; thence south 89 degrees 58 minutes 00 seconds east, 504.75 feet along the north line of said Section 23 to the point of beginning; thence continuing south 89 degrees 58 minutes 00 seconds east, 573.28 feet; thence south 01 degrees 18 minutes 01 seconds east, 814.96 feet; thence north 88 degrees 39 minutes 01 seconds east, 213.07 feet; thence south 01 degrees 17 minutes 21 seconds east 510.97 feet to a point on the north line of "Eddington Farms Subdivision" a subdivision recorded in Liber 200 of Plats, Pages 39 through 48, Oakland County Records; thence north 89 degrees 55 minutes 01 seconds west, 395.30 feet along the said north line to the northwest corner of "Eddington Farms Subdivision"; thence north 89 degrees 54 minutes 40 seconds west, 467.81 feet; thence north 02 degrees 15 minutes 10 seconds west, 1063.55 feet; thence south 89 degrees 58 minutes 00 seconds east, 94.61 feet; thence north 01 degrees 19 minutes 56 seconds west 257.00 feet to the point of beginning. Comprising 47 lots, numbered 1 through 47, inclusive, and 4 private parks.

Parcel Identification Nos:

- 15-23-201-006
- 15-23-201-010
- 15-23-201-011
- 15-23-201-012

Parcel 2:

Together with a 20 foot easement for drainage, as created in Rear Yard Easement recorded in Liber 35288, Page 592, over the following described parcel:

Lot 141, Eddington Farms Subdivision, according to the plat thereof as recorded in Liber 200, Page 44 of Plats, Oakland County Records.

Parcel Identification No. (Part of) 15-23-277-001

Parcel 3:

Together with a 20 foot easement for drainage, as created in Rear Yard Easement recorded in Liber 35288, Page 595, over the following described parcel:

Lot 139, Eddington Farms Subdivision, according to the plat thereof as recorded in Liber 200, Page 44 of Plats, Oakland County Records.

Parcel Identification No. (Part of) 15-23-251-003

*OK per
John Staron
5-1-13*

*OK TAVNT
4-30-13*

Sheet 1 of 2

EXHIBIT A

Parcel 4:

Together with a 20 foot easement for drainage, as created in Rear Yard Easement recorded in Liber 35288, Page 598, over the following described parcel:

Lot 140, Eddington Farms Subdivision, according to the plat thereof as recorded in Liber 200, Page 44 of Plats, Oakland County Records.

Parcel Identification No. (Part of) 15-23-251-004

Parcel 5:

Together with a 20 foot easement for drainage, as created in Rear Yard Easement recorded in Liber 39297, Page 324, over the following described parcel:

Lot 164, Eddington Farms Subdivision, according to the plat thereof as recorded in Liber 200, Page 44 of Plats, Oakland County Records.

Parcel Identification No. (Part of) 15-23-227-019

Parcel 6:

Together with a 20 foot easement for drainage, as created in Rear Yard Easement recorded in Liber 39297, Page 328, over the following described parcel:

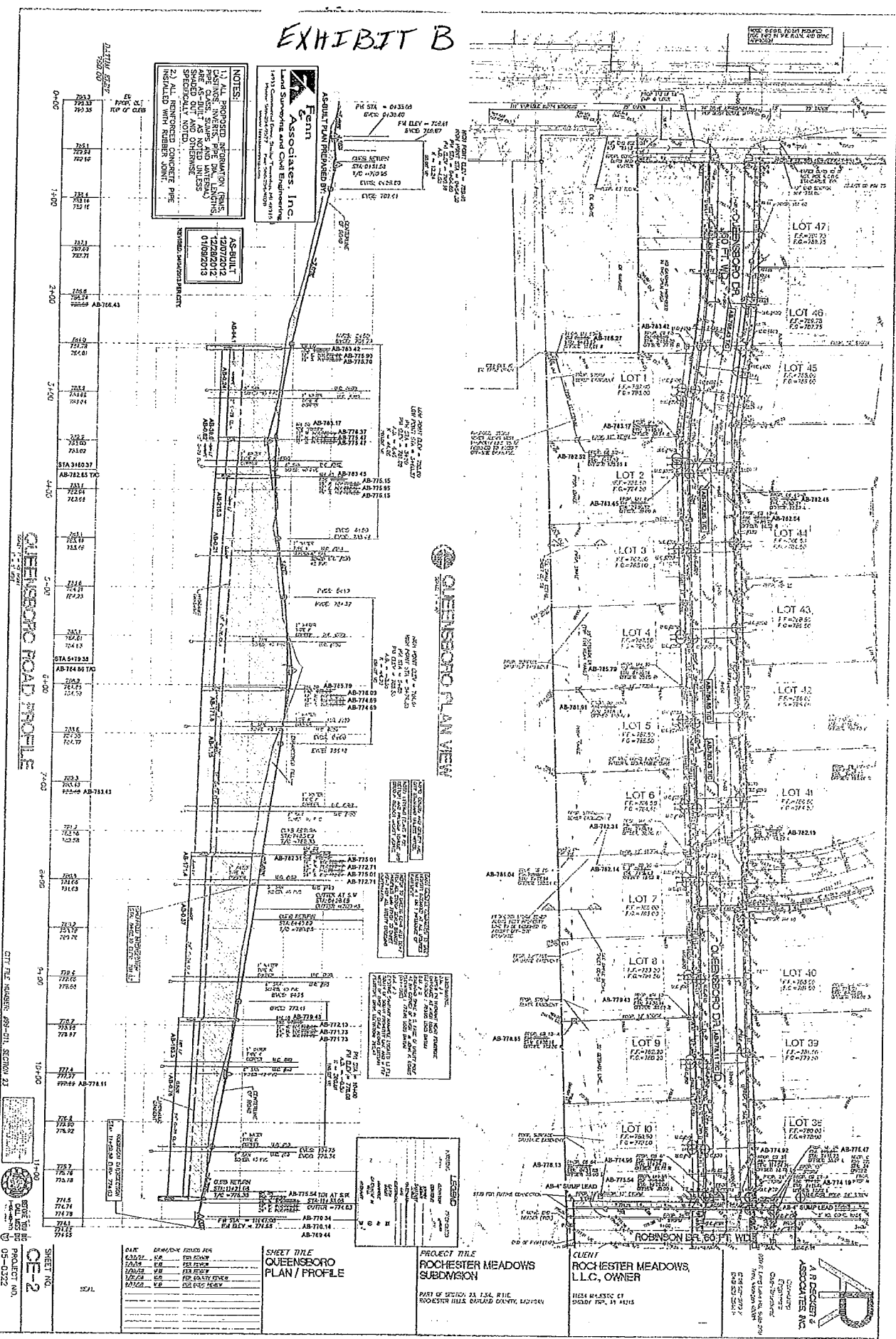
Part of the Northeast 1/4 of Section 23, Town 3 North, Range 11 East, being more particularly described as beginning at a point distance South 87 degrees 42 minutes 50 seconds East 1489.23 feet from the North 1/4 corner, thence South 87 degrees 42 minutes 50 seconds East 30.01 feet, thence South 00 degrees 55 minutes 20 seconds West 990 feet, thence South 87 degrees 42 minutes 50 seconds East 167.99 feet, thence South 00 degrees 55 minutes 20 seconds West 330 feet, thence North 87 degrees 42 minutes 50 seconds West 198 feet, thence North 00 degrees 55 minutes 20 seconds East 1320 feet to the beginning.

Parcel Identification No. (Part of) 15-23-227-021

Sheet 2 of 2

EXHIBIT B
APPROVED PLAN

EXHIBIT B



NOTES:
 1) ALL PROPOSED IMPROVEMENTS (PAVEMENT, CURBS, GUTTERS, SIDEWALKS, AND UTILITIES) SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, 2012 EDITION, AS NOTED UNLESS SPECIFICALLY NOTED OTHERWISE.
 2) ALL REINFORCED CONCRETE PIPE SHALL BE INSTALLED WITH RUBBER JOINT.

As-Built
 12/07/2012
 12/28/2012
 01/08/2013

As-Built
 12/07/2012
 12/28/2012
 01/08/2013

QUEENSBORO ROAD PROFILE

QUEENSBORO PLAN VIEW

CITY FILE NUMBER: 89-011, SECTION 22

SHEET NO. CE-2
 PROJECT NO. 05-0222

DATE: 05/15/12
 DRAWN BY: J. B. [unreadable]
 CHECKED BY: [unreadable]
 IN CHARGE: [unreadable]

SHEET TITLE
 QUEENSBORO
 PLAN / PROFILE

PROJECT TITLE
 ROCHESTER MEADOWS
 SUBDIVISION

CLIENT
 ROCHESTER MEADOWS,
 LLC, OWNER

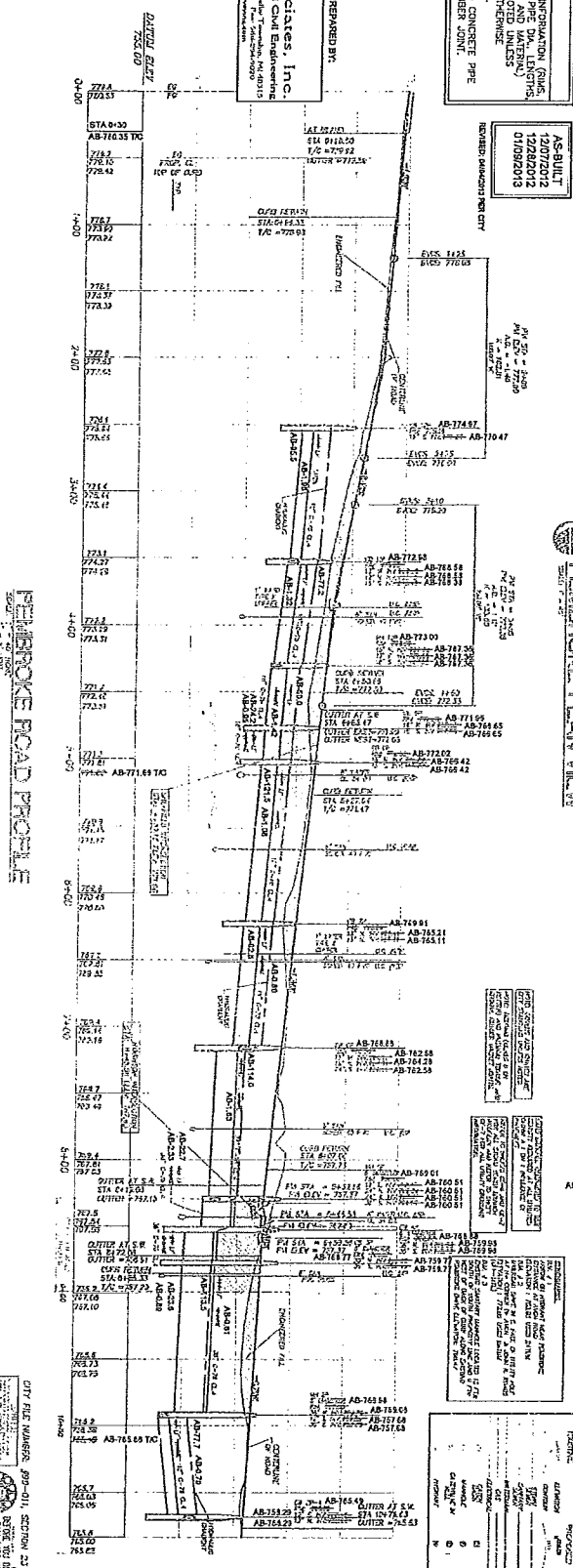
DATE PLOTTED: 05/15/12
SCALE: 1" = 40'
PROJECT NO.: 05-0222

EXHIBIT B

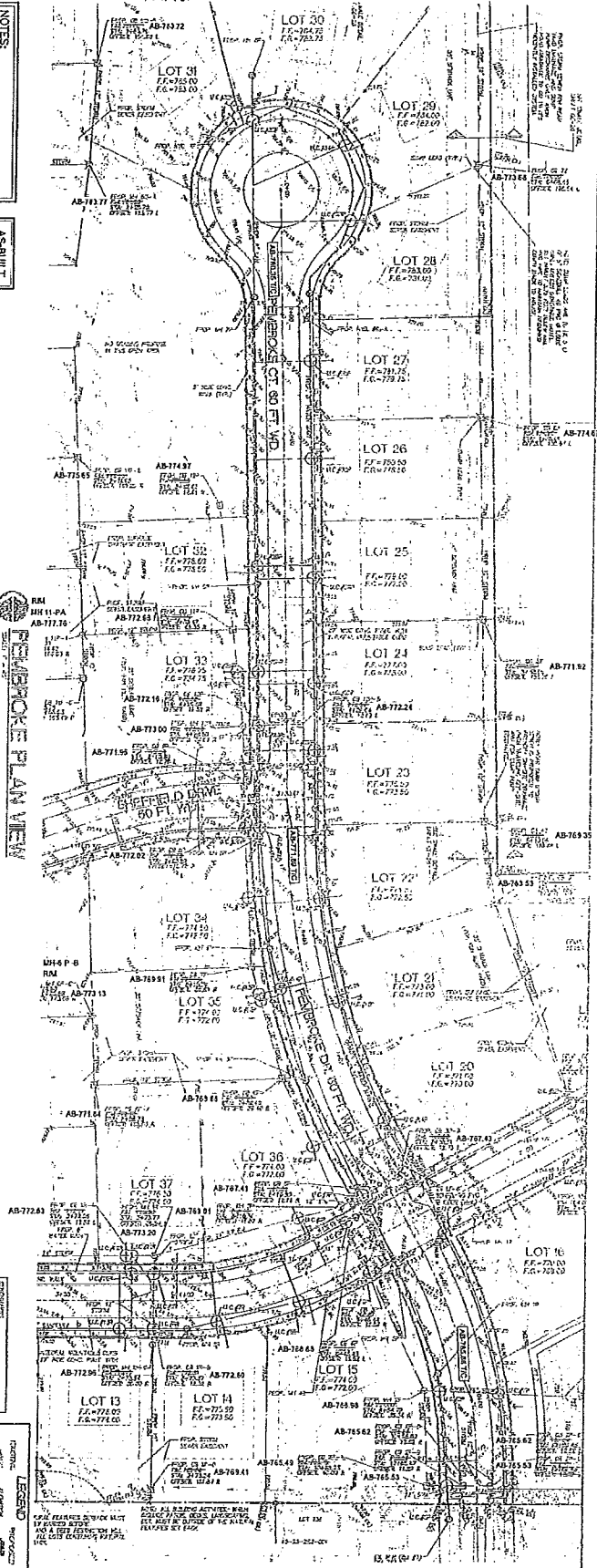
AS-BUILT PLAN PREPARED BY:
Ernst
Associates, Inc.
 Land Surveyors and Civil Engineers
 1400 Connecticut Drive, Suite 1000, Torrington, CT 06460
 Telephone: (860) 783-1100
 Fax: (860) 783-1101

NOTES:
 1) ALL PROPOSED INFORMATION (DIMS, FINISHES, INVERTS, PIPE DIA, LENGTHS, ETC.) ARE AS-BUILT AS NOTED UNLESS SPECIFIC NOTED OTHERWISE.
 2) ALL REINFORCED CONCRETE PIPE INSTALLED WITH RUBBER JOINT.

AS-BUILT
 12/07/2012
 12/28/2012
 01/08/2013



PEMBROKE ROAD PROFILE



PEMBROKE PLAN VIEW

CITY FILE NUMBER: 09-01, SECTION 23
 DATE: 05-03-2012
 PROJECT NO: 05-0322

DATE	BY	FOR
05/03/12	MB	FOR REVIEW
05/03/12	MB	FOR REVIEW
05/03/12	MB	FOR REVIEW
05/03/12	MB	FOR REVIEW
05/03/12	MB	FOR REVIEW
05/03/12	MB	FOR REVIEW

SHEET TITLE
 PEMBROKE
 PLAN / PROFILE

PROJECT TITLE
 ROCHESTER MEADOWS
 SUBDIVISION

CLIENT
 ROCHESTER MEADOWS,
 L.L.C., OWNER

SCALE
 AS SHOWN

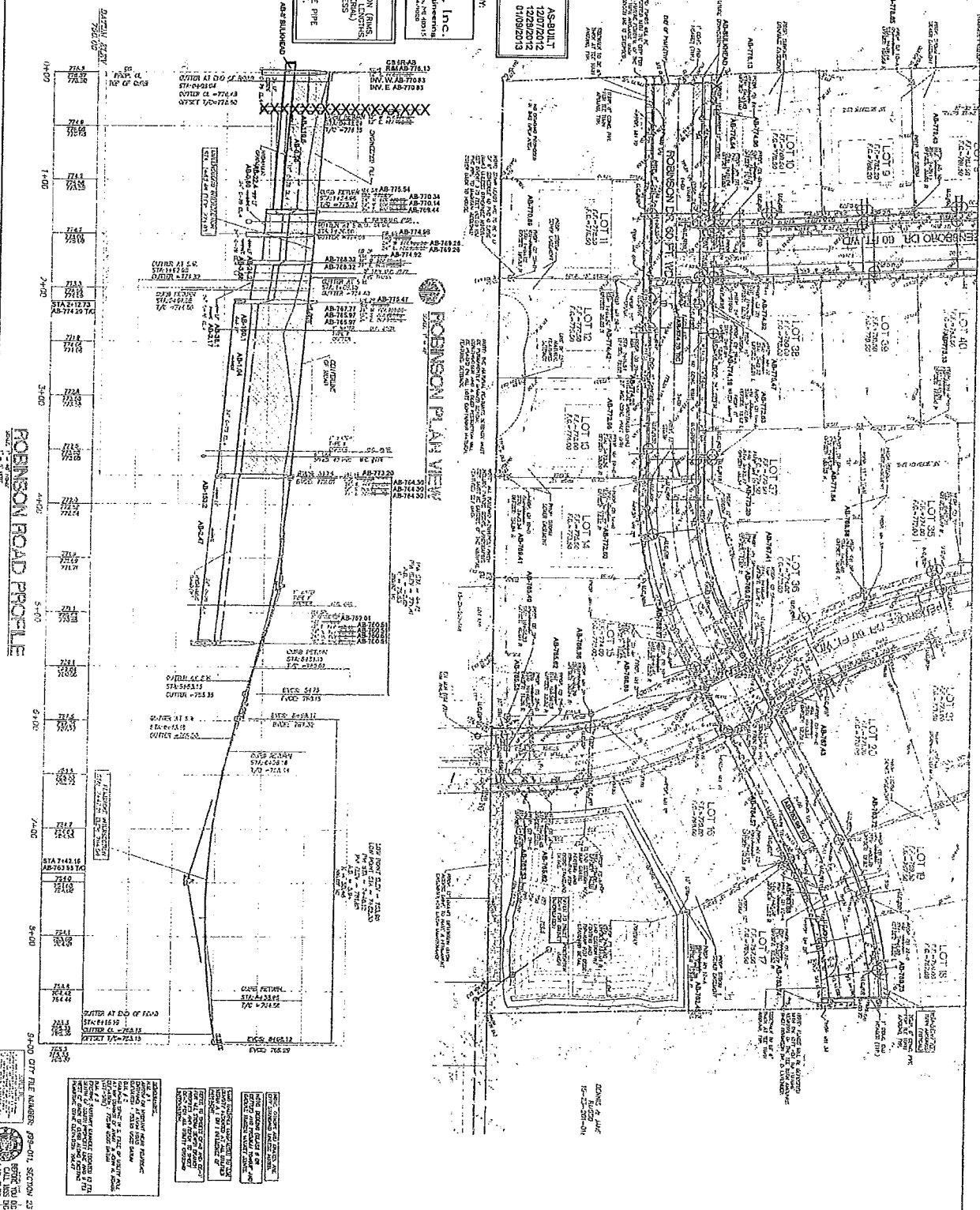
EXHIBIT B

LEGEND

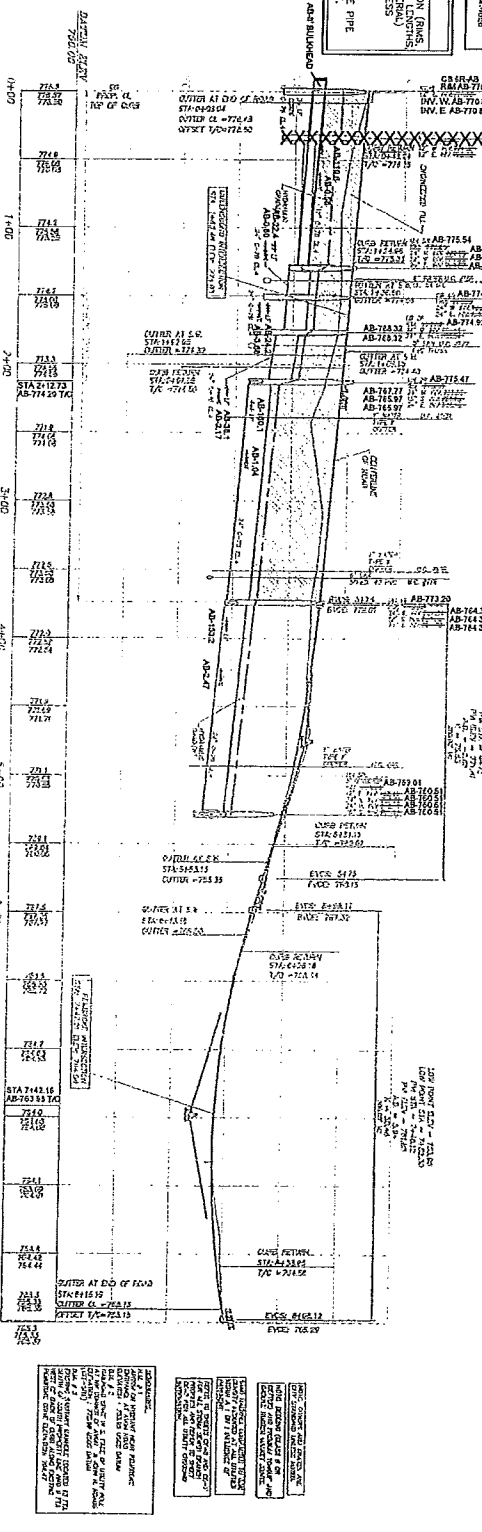
1	AS-BUILT
2	AS-BUILT
3	AS-BUILT
4	AS-BUILT
5	AS-BUILT

AS-BUILT PLAN PREPARED BY:
Penn Associates, Inc.
 Land Surveying and Civil Engineering
 1033 Commonwealth Drive, Suite 200, Towson, MD 21286
 (410) 281-1100
 Fax: (410) 281-1101
 www.pennassoc.com

NOTES:
 1) ALL PROPOSED INFORMATION (LINE LOCATIONS, POINTS, PIPE DIA, CURBS, ETC.) SHOWN ON THIS PLAN ARE TO BE SPREAD OUT AND OTHERWISE SPECIFICALLY NOTED.
 2) ALL REINFORCED CONCRETE PIPE INSTALLER WITH RUBBER JOINT.



ROBINSON ROAD PROFILE



<p>PROJECT TITLE ROCHESTER MEADOWS SUBDIVISION</p> <p>CLIENT ROCHESTER MEADOWS, L.L.C., OWNER</p>	<p>DATE 12/07/2012</p> <p>SCALE AS SHOWN</p>	<p>PROJECT NO. 08-0222</p> <p>SHEET NO. 08-0222</p>	<p>AS-BUILT PLAN PREPARED BY: Penn Associates, Inc.</p>
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EXHIBIT 'C'

OPERATIONS AND MAINTENANCE MANUAL

VISTAS OF ROCHESTER HILLS
STORM SEWER SYSTEM MAINTENANCE PLAN
ROCHESTER HILLS, MICHIGAN

DEVELOPER:
Rochester Meadows Real Estate, LLC
40680 Garfield Road, St. 1-A
Clinton Township, MI 48038
Phone: (586) 469-0258

April __, 2013

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm-water management systems including the sedimentation and detention basins, and underground storm sewer system, as incorporated into and detailed on the approved Site Plans. 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.

DEVELOPER:

Rochester Meadows Real Estate, LLC
40680 Garfield Road, St. 1-A
Clinton Township, MI 48038
Phone: (586) 469-0258

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the property described in Exhibit A to the Vistas of Rochester Hills Subdivision Storm Sewer System Maintenance Agreement, dated April __, 2013.

STORM-WATER MAINTENANCE EXHIBIT:

Exhibit B of the Storm Sewer System Maintenance Agreement is the Plat of the Vista of Rochester Hills Subdivision, which sets forth the Storm Water System Plan and provides a clear presentation of all components of the storm sewer 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.)
- Sedimentation Basin
- Detention Basin

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 basin, sediment basin, and outlet control structures 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. Storm-water 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 storm-water 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 cannot eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel and equipment. Monitoring the overall performance of the storm-water 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 Storm Sewer System Maintenance Agreement, dated April __, 2013 for additional details.

General Maintenance Items:

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 storm-water 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 storm-water 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 and 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.

Detention Basin Outlet Control Structure and Overflow Structure:

Both the outlet control and overflow structures and connecting pipes should be inspected for sediment accumulation, floatable debris, trash and any other foreign matter that may impede flow or restrict the devices from working properly. The stone jacket surrounding the outlet control structure should be inspected for sediment build up, and the holes at the base of the outlet control structure should be inspected to make sure they do not become blocked. The grates of the two structures should be inspected for structural integrity and build up of debris. The outlet control system should be inspected during a wet weather event to ensure all components are functioning properly. A civil engineer should be retained if problems are thought to exist.

Maintenance will include the removal of any debris, trash or sediment from the structures and/or pipe, cleaning of the stone jacket on the outlet control structure and removal of debris from the structure grates. The stone jacket may need replacement if cleaning does not adequately remove sediment build-up.

Detention Basin and Sedimentation Basin:

The inlet pipes to the basins should be inspected for structural integrity (pipes cracked, broken, spalled) and that the grates are free from debris. The area around and immediately downstream of the inlet pipes should be inspected for sediment build-up, erosion and the riprap should be inspected for integrity and sedimentation. Maintenance of the inlet pipes would include removal

of any sediment build-up and debris, repair or replacement of any components that are in need of attention and to restore any areas that have eroded.

The basins should be inspected for healthy grass growth, side slope erosion, and excessive sedimentation in both basins. The riprap spillway between the basins should be inspected for sedimentation, erosion and overall integrity. The sedimentation basin should trap sediment when working as designed and as such will need regular inspection and removal of sediment once the total sediment depth is 6"-12" or if sediment re-suspension is observed during a rain event. The basins should be inspected during a wet weather event to ensure all aspects of the basin are functioning correctly. A civil engineer should be retained if problems are thought to exist or if the inspection personnel are not familiar with the operating conditions of the basins.

The planted vegetation within the basins should conform to that shown on the construction plans, and any invasive species should be removed. The vegetation should be inspected for healthy growth by a landscape architect if the inspection personnel are not familiar with the specific plantings inside the basins.

Any resident complaints regarding the basins' aesthetics or operation should be investigated during inspections and wet weather operations.

The following pages include inspection checklists for the various components listed above.

STORMWATER SEWER SYSTEM

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORM-WATER SEWER SYSTEM MAINTENANCE AND TASKS SCHEDULE – POST CONSTRUCTION

Maintenance Activities	SYSTEM COMPONENTS				Frequency	Comments
	Catch Basin inlets and Manholes	Storm Sewer Pipes	Rip Rap	Buffer Strip		
<u>Monitoring/Inspection</u>						
Inspect for Sediment Accumulation	X	X			Annually	_____
Inspect for Floatables, dead vegetation and debris	X	X		X	Annually, and after major rainfall	_____
Inspect for erosion			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	_____
<u>PREVENTATIVE MAINTENANCE</u>						
Remove accumulated sediment	X	X			Annually, or as needed	_____
Remove floatables, dead vegetation and debris	X	X		X	Annually, or as needed	_____
<u>REMEDIAL ACTIONS</u>						
Repair/stabilize areas of erosion			X	X	As needed	_____
Structural Repairs	X	X			As needed	_____
Make adjustments/repairs to ensure proper functioning	X	X	X		As needed	_____

SUMMARY:

INSPECTORS REMARKS : _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

SEDIMENTATION AND DETENTION BASINS

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

SEDIMENTATION AND DETENTION BASINS MAINTENANCE AND TASKS SCHEDULE – POST CONSTRUCTION

SYSTEM COMPONENTS

Maintenance Activities	Rip Rap at inlets	Overflow Spillway	Sideslopes & Banks	Buffer Strip	Basins	Frequency	Comments
<u>Monitoring/Inspection</u>							
Inspect for Sediment Accumulation	X	X			X	Annually	_____
Inspect for Floatables, dead vegetation and debris	X	X	X	X	X	Annually, and after major rainfall	_____
Inspect for erosion	X	X	X	X	X	Annually	_____
Inspect all components during wet weather and compare to as-built plans	X	X			X	Annually	_____
Inspect for invasive plant species			X	X	X	Annually	_____
<u>PREVENTATIVE MAINTENANCE</u>							
Remove accumulated sediment	X	X			X	Annually, or as needed	_____
Remove floatables, dead vegetation and debris	X	X	X	X	X	Annually, or as needed	_____
Professional application of herbicide for invasive Species that may be present			X	X	X	Annually, or as needed	_____
Repair Erosion and/or reseed bare areas	X	X	X	X	X	Annually, or as needed	_____
<u>REMEDIAL ACTIONS</u>							
Repair/stabilize areas of erosion	X	X	X	X	X	As needed	_____
Structural Repairs	X	X				As needed	_____
Make adjustments/repairs to ensure proper functioning	X	X			X	As needed	_____
Excavate and reshape Sed. Basin after major sediment removal (once sediment accumulates to 5"-12" or re-suspension of sediment is observed)*					X	As needed	_____

*A civil engineer should be retained to observe basin operation

SUMMARY:

INSPECTORS REMARKS : _____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____