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June 15, 2020

State of Michigan  
Department of Environment, Great Lakes, and Energy  
Water Resources Division  
Warren Office  
27700 Donald Court  
Warren, MI 48092-2793

**Re: Public Comment Communication**  
**Site Name: 63-Redwood-Rochester Hills**  
**Submission Number: HNT-Y62Z-A7BBG**

Dear Sir/Madam:

This is a public comment as allowed under the May 26, 2020 "Public Notice" attached hereto as Exhibit 1.

I serve as general counsel to the Southeastern Oakland County Resource Recovery Authority ("SOCRRA"). This public comment is made on behalf of SOCRRA. SOCRRA owns property to the west and to the south of the proposed development as the proposed development is depicted at Exhibit 2. On its property, SOCRRA has a closed landfill that remains under the jurisdiction of EGLE and a composting operation that is governed by a Court imposed Consent Judgment with the City of Rochester Hills dated June 10, 1994, attached hereto as Exhibit 3, without exhibits.

SOCRRA sets forth this public comment because SOCRRA is concerned about drainage in the area as a whole. The proposed development shows wetland impacts and fill activities but does not analyze or show drainage impacts, if any, to the area as a whole. This is a concern SOCRRA would like to see addressed.

The SOCRRA landfill, located south of Avon Road and immediately west of the proposed development, is a closed landfill with a cap and a Leachate control system. Alterations in drainage can impact the discharges from the landfill which are under the jurisdiction of the GLWA for flow and for impacts. SOCRRA is currently working with EGLE and the GLWA with respect to its discharges and potential concerns about PFAS impacts for PFOS and PFOA. The negotiations with EGLE about that monitoring are ongoing with respect to not only the discharge but with respect to monitoring wells around the landfill itself. Any alteration to the area groundwater flow or the area surface

drainage is important to the SOCRRA landfill, its closure status, the Leachate volumes and composition and the EGLE ordered PFAS testing in the relevant monitoring wells.


The SOCRRA compost facility, located at 1741 School Road, is an active compost facility serving the needs of the SOCRRA member communities. The composting operations are sensitive to pooled water and changes to surface drainage patterns. The operations have been in place for many years and the site functions as a fully operable compost facility with daily truck deliveries, compost preparation and production, and the outgoing delivery of compost materials back to the communities.

Under provision II.A. of the attached Consent Judgment, SOCRRA has a valid composting license with the City of Rochester Hills. Thereafter, the Consent Judgment provides defined governance with respect to the SOCRRA compost facility. The Consent Judgment does contain a dispute resolution process with respect to any issues that arise between SOCRRA and the City of Rochester Hills.

SOCRRA is concerned about area drainage and would like to be assured that this proposed development does not impact any drainage with respect to the SOCRRA compost facility and the SOCRRA landfill property. SOCRRA's review of the existing development plans does not show that this issue has been analyzed, presented or addressed. The SOCRRA landfill sewer meter is located in the Dequindre Road right-of-way and this does not show up in the development plans. The SOCRRA compost operations are only 800 feet from the proposed residential structures and SOCRRA wants to ensure that the public, the developer, and the City are advised on this issue accordingly.

Please feel free to contact me with any questions. I can be reached at 586-469-4300, Ext. 1, or on my cell phone at (586) 201-5005.

Very truly yours,



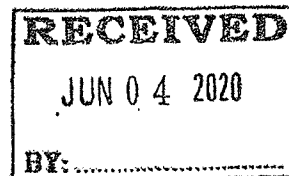
Robert Charles Davis

/emm  
Attachments

# **EXHIBIT 1**

State of Michigan  
Department of Environment, Great Lakes, and Energy

Water Resources Division  
Warren District Office  
27700 Donald Court, Warren, MI, 48092-2793  
586-753-3700



Site Name: 63-Redwood-Rochester Hills  
Submission Number: HNT-Y62Z-A7BBG  
Date: May 26, 2020

**PUBLIC NOTICE**

Richard Batt, 7510 East Pleasant Valley Road, Independence, OH 44131, has applied to this office for a permit under authority of Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). The applicant proposes to construct a multifamily residential development. The applicant proposes to place 1,565 cubic yards of fill and four retaining walls in wetlands to create two road crossings, and to place three stormwater outfalls connected to in-line pretreatment devices directly upland of wetland, with the intent of directing onsite stormwater flows into and through existing wetlands. The applicant proposes to install 125 linear feet of 8-inch watermain at a depth of 7 feet below the surface through wetland via open trenching method utilizing a 10 foot wide trench, and to install 148 linear-feet of 8-inch sanitary sewer line 16 feet below the surface via open trench method utilizing a 15 foot wide trench. The applicant proposes a stormwater detention pond in upland. The applicant proposes 0.22 acres of permanent wetland impacts, including 0.06 acres of wetland type conversion, and 0.10 acres of temporary wetland impacts related to associated construction. The project is located in T03N, R11E, Section 13, City of Rochester Hills, Oakland County, Michigan.

**THIS NOTICE IS NOT A PERMIT**

The proposed project may also be regulated by one or more additional parts of the NREPA that are administered by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division (WRD). The requirements of all applicable parts are considered in determining if a permit can be issued. When a permit application is received requesting authorization to work in or over the inland waters of the State of Michigan, pursuant to Part 303 of the NREPA, the NREPA provides that EGLE submit copies for review to the department of public health; the city, village, or township and county where the project is to be located; the local soil conservation district; and any local watershed council organized under Part 311, Local River Management, of the NREPA. Additional notification is provided to certain persons as required by statute or determined by EGLE.

Those persons wanting to make comments on the proposed project shall furnish this office with their written comments no later than 20 days from the date of this notice. Written comments will be made part of the record and should reference the above application number. Objections must be factual, specific, and fully describe the reasons upon which any objection is founded. Unless a written request is filed with EGLE within the 20-day public comment period, EGLE may make a decision on the application without a public hearing. The determination as to whether a permit will be issued or a public hearing held will be based on an evaluation of all relevant factors, including the public comments received and the effect of the proposed work on the public trust or interest, including navigation, fish, wildlife, and pollution. The specific permit decision criteria can be found in the parts of the NREPA applicable to this application and listed above. Copies of these parts of the NREPA are available on the public notice Web site. Public comments received will also be considered.

The entire copy of the public notice package may be viewed at the WRD's district office listed on the top of this public notice or online at:  
<https://miwaters.deq.state.mi.us/miwaters/#!/external/publicnotice/search>. To access the public

63-Redwood-Rochester Hills

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May 26, 2020

notice page online, search for the public notice by location or applicant name, and view by clicking on the "Documents" tab. Comments may be sent electronically by clicking on the "Add Comment" tab. A hard copy of the public notice may be requested by calling the above number.

cc:

Richard Batt, Applicant

DNR, Wildlife Division

DNR, Fisheries Division

Joe Gardener, Oakland County CEA

Rochester Hills City Clerk

Oakland County Water Resources Commission

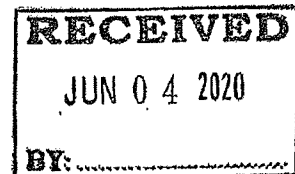
Oakland County Health Department

Oakland County Conservation District

Local Postmaster

Ian Graham, Bergmann

Adjoining Property Owners



# **EXHIBIT 2**



DRAWING TITLE:

EXHIBIT A - OVERALL SITE PLAN

BY:

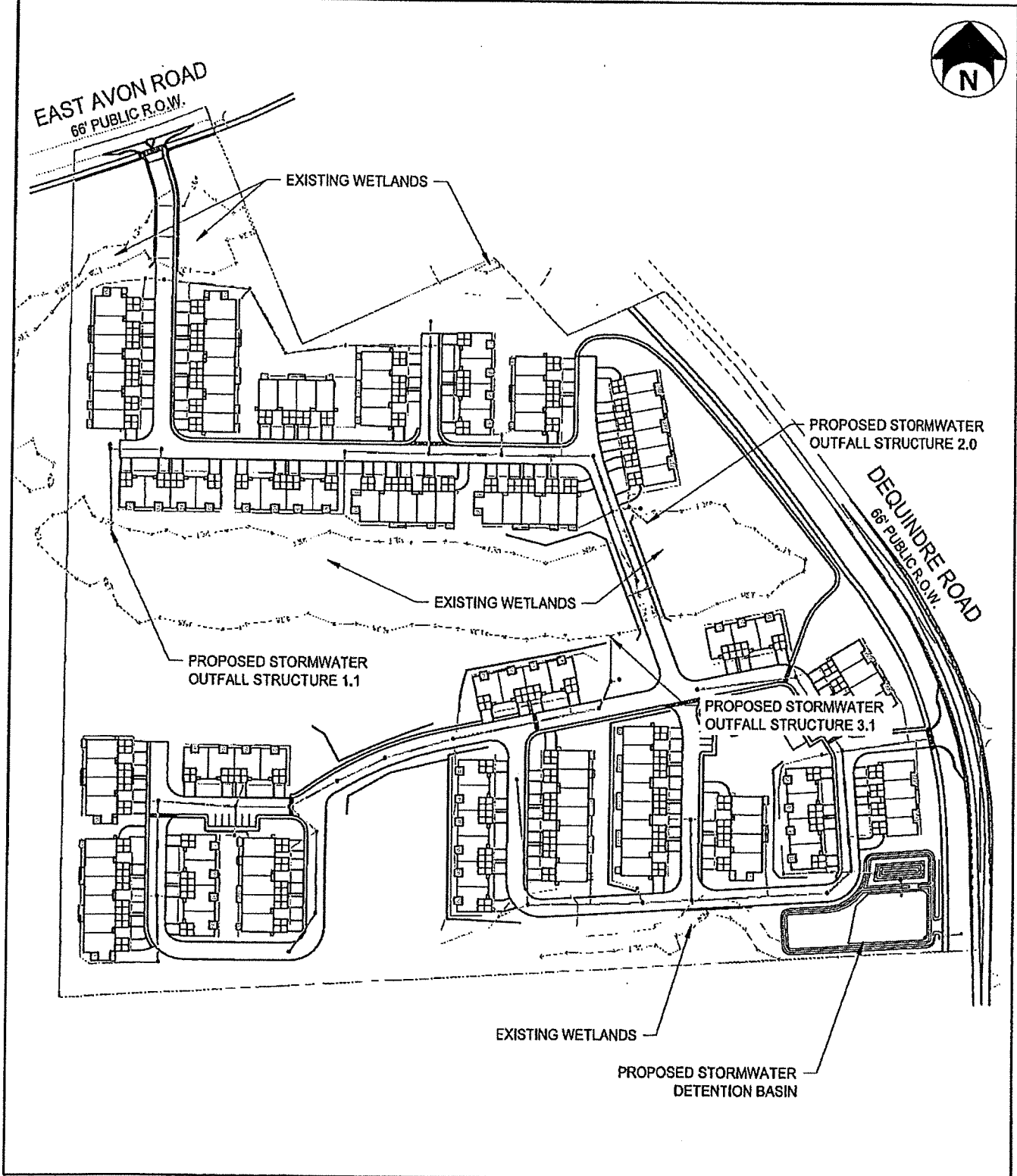
J. SMITH

DATE:

11/05/2019

SCALE:

1"=200'



# **EXHIBIT 3**



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

CITY OF ROCHESTER HILLS,

Plaintiff,

Case No. 90-393153-CE

v

Honorable Fred M. Mester

SOUTHEASTERN OAKLAND COUNTY  
RESOURCE RECOVERY AUTHORITY,

Defendant.

\_\_\_\_\_  
Lawrence A. Ternan (P-21334)  
Attorney For Plaintiff

\_\_\_\_\_  
Marty A. Burnstein (P-11443)  
Attorney For Defendant

CONSENT JUDGMENT

At a session of said Court held in the Courthouse  
in the City of Pontiac, Oakland County, Michigan  
on JUN 10 1994, 1994.

PRESENT: Honorable Fred M. Mester, Circuit Judge

Plaintiff, City of Rochester Hills ("City") and Defendant,  
Southeastern Oakland County Resource Recovery Authority ("SOCRRA")  
have reached a settlement to resolve all disputes relating to this  
litigation and other matters and desire to incorporate their  
settlement into this Consent Judgment. The City and SOCRRA consent  
to the terms of this Consent Judgment. This Court also approves  
and consents to the terms of this Consent Judgment.

NOW THEREFORE, IT IS ORDERED as follows:

I. EXHIBITS

The following Exhibits are attached to and made a part of this  
Consent Judgment:

SEYBURN, KAHN, GINN,  
BESS, HOWARD AND DEITCH  
PROFESSIONAL CORPORATION  
2000 TOWN CENTER, SUITE 1500  
SOUTHFIELD, MICHIGAN 48075-1195  
(810) 353-7620.

SEYBURN, KAHN, KAHN, GINN,  
BESS, HOWARD AND DEITCH  
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A. Exhibit "A" contains a Legal Description and a Site Plan showing the location and current scope of SOCRRA's Yard Waste Composting Facility in the City.

B. Exhibit "B" contains the City's Composting Ordinance, as amended.

C. Exhibit "C" contains a Map showing the locations of the eighteen (18) properties which SOCRRA will offer to purchase in accordance with this Consent Judgment.

D. Exhibit "D" contains the legal description of SOCRRA's landfill property North of the Honeywell Drain.

E. Exhibit "E" contains the legal description of SOCRRA's land North of Avon Road.

## II. ISSUANCE OF RENEWAL COMPOSTING LICENSE TO SOCRRA, FUTURE OPERATIONS, DISPUTES

A. Simultaneously with entry of this Consent Judgment, the City shall deliver to SOCRRA a renewal Composting License for the period May 15, 1994 and continuing thereafter without a specific expiration date.

B. After the entry of this Consent Judgment, SOCRRA shall have the legal right to continue operating its Composting Facility subject only to compliance with the terms and conditions of the City's Composting License, the City's Composting Ordinance (attached as Exhibit B) except for Section 4-15.04, .05, C entitled "Duration, Expiration and Renewal", Section 4-15.04.06 entitled "Revocation" and Section 4-15.04, .04(B) entitled "Annual License Fee", and the terms of this Consent Judgment, regardless of the provisions of any City ordinance now in effect or which may exist in the future. Any amendments to the City's Composting Ordinance

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shall apply to SOCRRA if the amendment does not conflict with this Consent Judgment and provided that the amendment does not unreasonably change SOCRRA's current operation practices and technology and does not unreasonably increase SOCRRA's operation and equipment costs as they exist on the date of this Consent Judgment.

C. After the date of this Consent Judgment, SOCRRA will continue to operate its Composting Facility using "state-of-the-art" composting practices and technology. For the 1994 Composting season, SOCRRA shall follow the recommendations made by Woods End, Dr. Bulkley and Rodger Young regarding SOCRRA's 1994 Compost Operations Plan with the following exceptions:

- i. SOCRRA shall not be required to hire an "Environmental Specialist/Environmental Communicator" as described in Judge Fred M. Mester's December 13, 1993 Opinion and Order.
- ii. SOCRRA shall not be required to install a Trommel Screen at the Composting Facility.

Beginning in 1995, and each year thereafter, SOCRRA shall submit for review and approval any proposed changes to its Composting Operations Plan from the previous year to the Joint City/SOCRRA Standing Committee by February 1. SOCRRA shall not make the proposed changes until approval is received by the Committee or by a decision of the arbitrator(s), whichever comes first.

D. After the date of this Consent Judgment, there shall be established a joint SOCRRA/City Standing Committee ("Committee") consisting of three (3) SOCRRA Board members, three (3) City

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members one of which shall be the Mayor and the other two (2) shall be City Council members and a resident/owner from the School Road/Parke Street area, selected by the City Council, who shall be a seventh, non-voting, ex-officio member of the Committee. A City representative and the SOCRRA General Manager or his designate may attend Committee meetings. This Committee is created for the purpose of discussing, reviewing and resolving any issues, claims, disputes and other matters relating to this Consent Judgment. Any complaints by residents shall be referred to and addressed by the Committee. Unless otherwise agreed, the Committee shall meet a minimum of four (4) times per year. An affirmative vote of five (5) members will be sufficient to take action. The meetings shall be informal and unless otherwise agreed, shall alternate between SOCRRA's and the City's offices. A record of the Committee resolutions and recommendations shall be kept by the host party with copies to the other party.

E. After the date of this Consent Judgment, any claims or disputes which may arise out of SOCRRA's operation of its Composting Facility shall first be submitted for resolution to the Committee described in Section II (D). If a resolution cannot be reached within thirty (30) days, then the claim or dispute shall be decided by a mutually agreed upon arbitrator (not this Court) whose decision shall be final and binding. Unless otherwise agreed, the parties shall follow the procedures of the American Arbitration Association including the Construction Industry Rules. The costs of the arbitration, including the fees of the arbitrators, shall be

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shared equally between the parties. The decision of the Arbitrator shall include written findings and reasons for the decision. A judgment may be entered with this Court on any arbitration award as provided by law.

F. The arbitrator shall be selected within 30 days after entry of this Consent Judgment. If unable to agree, each party shall select an arbitrator and the two arbitrators shall select a third arbitrator. A majority decision (2/3) by the arbitrators shall be final and binding.

G. Both the Committee and the arbitrator(s) shall have the broadest powers and remedies, including, but not limited to, the power to address operational practices, procedures, and complaints, the power to enjoin either City or SOCRRA activity, the power to close operations of the Composting Facility, and the power to enforce the terms of this Consent Judgment.

### III. VOLUNTARY OFFER BY SOCRRA TO PURCHASE DESIGNATED PROPERTIES

A. For a period of 5 years, starting June 1, 1994 and ending July 1, 1999, SOCRRA shall voluntarily offer to purchase a total of 18 properties on both School Road and Parke Street as specifically designated on the Map attached as Exhibit C. SOCRRA shall voluntarily offer to purchase only those 18 properties designated on Exhibit C and no other properties and only as provided by this Consent Judgment. If all 18 properties are not purchased at the end of the 5 year period, SOCRRA shall have no obligation to purchase any of the remaining unpurchased properties

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listed on Exhibit C except for Parcel No. 15-24-401-08 (the new Park Property).

B. Within 21 days after entry of this Consent Judgment, the City shall join with SOCRRA in presenting written notice to the affected property owners of SOCRRA's voluntary offer to purchase the designated properties. The written notice shall clearly state that SOCRRA's offer to purchase is voluntary only and not a condemnation and not an admission of liability by SOCRRA.

C. During the 5 year period, SOCRRA shall have the right and option to terminate its voluntary offer to purchase, regardless of whether a purchase agreement has been signed, if SOCRRA is involuntarily unable to operate its Composting Facility, (i.e. court or arbitration order) for one entire composting season, from March through November. During the period SOCRRA is not operating, SOCRRA will not be required to purchase any of the designated properties, however, if reopened, the number of days closed will be added to the five (5) year period.

D. During Year One (June 1, 1994 - July 1, 1995) SOCRRA shall voluntarily offer to purchase a maximum of 3 of the designated properties. Any property owner within the designated area desiring to sell their property during Year One must give written notice to SOCRRA at 3910 W. Webster Road, Royal Oak, Michigan 48073 of the intent to sell by September 1, 1994. If more than 3 property owners desire to sell within Year One, SOCRRA shall select those 3 properties based on the earliest dates it executes

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the purchase agreements and the other properties will be purchased in year two.

E. During Years Two, Three, Four and Five, (July 1 - June 30), SOCRRA shall offer to purchase the remainder of the designated properties not purchased in Year One. During years two, three, four and five, a property owner desiring to sell must so notify SOCRRA in writing by May 1 of each calendar year starting in 1995. As an example, for Year Two, if by May 1, 1995, SOCRRA receives 7 written notices to sell, SOCRRA shall only be obligated to purchase 7 properties during year two which will end June 30, 1996. Written notices received by SOCRRA after May 1 of each year shall not be accepted for purchase until the following year, subject to the 5 year limitation.

IV. METHOD OF PURCHASING PROPERTY  
IF PROPERTY OWNER DESIRES TO SELL

A. If the property owner desires to sell and gives timely written notice to SOCRRA of their desire to sell, a purchase agreement shall be signed within 7 business days, subject to the purchase price being determined in the manner prescribed in paragraph B below. Upon execution of the Purchase Agreement, SOCRRA shall deposit in escrow a One Thousand and No/100 (\$1,000.00) Dollar deposit which shall be credited to the purchase price at closing.

B. The purchase price shall be determined as follows:  
Unless otherwise mutually agreed to by SOCRRA and the property owner, the purchase price shall be the fair market value of the property on the date of the purchase agreement as determined

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by the following appraisal process. The property shall be appraised by two state licensed real estate appraisers who are professionally designated as "MAI" or "SRA". The appraisers must have experience in appraising residential property in the City of Rochester Hills and its surrounding communities. One of the appraisers shall be selected by the property owner, and the other appraiser shall be selected by SOCRRA. Each party shall select their appraiser within thirty (30) days after the date of the purchase agreement. Each appraiser shall have no more than 45 days from their selection to make their appraisal. Each appraiser shall be instructed to consider all recent, relevant comparable sales and listings from both the immediate area and from areas not affected by any contamination as well as the proximity of the subject property to the closed landfills to the south of School Road. In determining fair market value, the appraiser shall consider the proximity of the property being appraised to any closed landfill and SOCRRA's landfill site. The price of a property shall be determined unaffected by its close proximity to SOCRRA's composting site. SOCRRA will bear the entire reasonable expense of the two appraisals. If the difference between the two appraisals is less than 15% of the larger appraised value, the fair market value of the property shall be the average of the two appraisals. If the difference between the two appraisals is 15% or greater of the larger appraised value, then James Fuller (mutually agreed upon by SOCRRA and City) shall serve as a standing third appraiser who shall act as the arbitrator under the American Arbitration



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Association Construction Industry Rules. If the standing appraiser/arbitrator chooses not to continue serving or is otherwise unable to serve, SOCRRA and the City shall select a successor within thirty (30) days. SOCRRA will bear the cost of the third appraiser acting as the arbitrator. The hearing before the arbitrator shall be conducted and completed within sixty (60) days of the request to arbitrate. The decision of the arbitrator as to the fair market value of the property shall be final and binding. The decision of the arbitrator shall be in writing and contain an explanation of the reasons for the decision. A judgment on the arbitrator's award may be entered as provided by law.

C. After the purchase price is determined, SOCRRA shall order title work. A closing shall be set within twenty (20) days after receipt of title work unless there are objections to the title.

D. SOCRRA shall pay the purchase price in cash.

E. Other major terms of the purchase agreement shall include:

- If the Seller decides not to sell or refuses to close after the two (2) appraisals are completed and before any arbitration is requested, then the Seller shall pay, as liquidated damages, the full appraisal costs for the appraiser designated by the Seller.
- If the Seller decides not to sell or refuses to close after the arbitration request has been made, the Seller shall pay, as liquidated damages, all appraisal costs, including the appraiser designated by SOCRRA, the appraiser designated by the Seller, and the standing third appraiser/arbitrator.
- Seller to deliver warranty deed
- Seller to deliver disclosure statement per new law

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- Sale as is - no relocation expenses to be paid
- Seller to take all furniture, furnishings, personal items
- Seller shall have 120 days from closing to vacate possession. From the date of closing to possession, rent will be charged at the daily rate of \$20.00 per day and a rent escrow will be established at closing.
- No broker, no commission
- Seller to pay for title insurance policy and federal revenue stamps, if any, and the state transfer tax

#### V. SOCRRA'S RIGHTS AFTER PURCHASE

A. Once purchased SOCRRA may, at its option, lease, use, sell or demolish any or all of the properties purchased subject to the provisions in subparagraph D below.

B. If purchased, SOCRRA currently intends to use Parcel No. 15-24-200-002 (1505 School Road) for SOCRRA offices as shown on Exhibit C. This property shall not be used as a maintenance or Contractor's storage equipment yard. In addition, this property shall not be used by SOCRRA for non-office type storage, whether inside or outside; shall not be used for the parking of equipment or trucks (excluding a pick-up truck); shall not be used for fuel tanks; and shall not be used for any industrial activity.

C. SOCRRA shall maintain any rental properties in a manner consistent with the BOCA Property Maintenance Code. The intent of this Section is for SOCRRA to maintain any rental properties in a condition at or above the general condition of the homes located on Parke Street. SOCRRA must retain ownership of any rental properties as long as SOCRRA owns and operates the Composting Facility. If SOCRRA elects to sell any of these rental properties after permanently terminating its Composting Facility,

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SOCRRA shall grant the City the first right to purchase any rental property offered for sale.

D. Except for the parcel to be used by SOCRRA for its offices (Parcel No. 15-24-200-002) if it is actually used for that purpose), the properties purchased by SOCRRA shall be placed on the City tax rolls and SOCRRA shall pay real property taxes.

VI. HELEN V. ALLEN PARK AND  
CITY OWNED PARK PROPERTY

A. Simultaneously with the City receiving title to the property for a City Park as described in Sub-Paragraph B and C of this Section VI, the City shall reconvey, by warranty deed, to SOCRRA the approximately 4.47 acres more commonly known as the Helen V. Allen Park. SOCRRA shall pay no monies for this conveyance by the City. Upon the conveyance to SOCRRA, SOCRRA may use the property for additional buffering for its Composting Facility, and no composting operations shall be performed on this property.

B. In an effort to provide the City with property of at least an equivalent size for a new park under City ownership, SOCRRA shall attempt to purchase a vacant 9.88 acre parcel, Parcel No. 15-24-401-081, on the south side of School Road as shown on Exhibit C. The size of the portion of the 9.88 acre parcel to be used as a City park shall not exceed 5.47 acres. The configuration, location, improvements and entrance for the new City Park shall be approved, in writing, by SOCRRA and the City Council. If SOCRRA is able to acquire Parcel No. 15-24-401-081, SOCRRA shall (1) convey the mutually agreed upon portion of this 9.88 acre

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parcel to the City for a new City-owned Park, and retain the balance of the property; (2) landscape the Park property and install baseball diamonds and other improvements, including parking, currently existing in the Helen V. Allen Park; and (3) provide to the City any necessary easement for ingress and egress to the Park property, including the installation of a gravel road into the Park and a gravel parking area. If the 5.47 acres is not sufficient to allow construction of the Park as proposed and avoid removal of valuable trees, SOCRRA shall lease a mutually agreed upon portion of the balance of Parcel No. 15-24-401-081 for an initial term of 99 years with an option to renew at a rental rate of One and No/100 (\$1.00) Dollar per year. The City shall be solely responsible for maintaining the land under the lease and provide SOCRRA with full indemnification for any injury and damage.

C. If SOCRRA is not able to purchase Parcel No. 15-24-401-081, the City shall initiate eminent domain proceedings to buy this property for a Park, and SOCRRA shall reimburse the City for all costs incurred including, but not limited to, reasonable attorney and expert witness fees. Once acquired by the City, SOCRRA's obligations as set forth above in Paragraph B shall continue. Once acquired by the City, the City shall convey to SOCRRA, at no cost, the balance of the property which will not be used for a City Park.

D. If both SOCRRA and the City are unable to purchase vacant Parcel No. 15-24-401-081 under Paragraphs B and C above as a result of environmental conditions shown by a Phase I Environmental

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Assessment, which environmental conditions are unacceptable to both parties, or if eminent domain proceedings are started and not successful, then the City and SOCRRA shall negotiate an agreement either for an alternate park site or compensation for the value of the conveyance of the Helen V. Allen Park before the actual conveyance of the Helen V. Allen Park to SOCRRA.

#### VII. DISMISSAL OF APPEALS

A. Simultaneously with the entry of this Consent Judgment, the City shall dismiss its Appeal and SOCRRA shall dismiss its Cross-Appeal (Appeal No. 171334) filed with the Michigan Court of Appeals from this Court's December 13, 1993 Opinion and Order, as clarified.

B. Simultaneously with the entry of this Consent Judgment, the City shall dismiss its Appeal (Appeal No. 173874) filed with the Michigan Court of Appeals from this Court's March 15, 1994 Judgment entered in Case No. 93-453880-CE.

#### VIII. DISMISSAL OF COURT SUPERVISION AND RECEIVER/SPECIAL MASTER AND TWO CONSULTANTS

A. Upon entry of this Consent Judgment, this Court's current supervision and control of SOCRRA's Composting Facility, including the appointment and participation of Rodger Young, the Special Master/Receiver, Dr. Jonathan Bulkley and Woods End Research Lab shall automatically terminate and they shall not perform any further work or activity regarding SOCRRA's Composting Facility.

B. Upon entry of this Consent Judgment, the City shall withdraw its Motion requiring that SOCRRA pay 100% of the fees of

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the Special Master and the two Consultants from 1990 to the date of this Consent Judgment.

C. SOCRRA and the City shall have no obligation or liability to reimburse the other for all or any portion of the fees paid to the Special Master or the two Consultants by either party from 1990 to the date of this Consent Judgment.

D. SOCRRA and the City shall have no obligation or liability to reimburse each other for the costs and legal fees paid by each for the litigation between the parties from 1990 to the date of this Consent Judgment.

IX. MODIFICATION/EXPANSION OF CURRENT  
SOCRRA COMPOSTING FACILITY INCLUDING ENTRANCE

A. The present size of the current compost pad and retention basin shall not be expanded to any other portion of the land depicted in the Site Plan attached as Exhibit A without the approval of the City Council whose approval shall not be unreasonably withheld. Except as otherwise provided in this Consent Judgment SOCRRA shall not be permitted to expand its Composting Facility to any other land beyond that shown on the Site Plan attached as Exhibit A without prior approval of the City Council. Only yard waste from SOCRRA's members and Rochester Hills residents pursuant to Section X, Paragraph A. shall be brought to the Composting Facility.

B. The locations of the existing entrance and entrance road to the SOCRRA Composting Facility, as shown on Exhibit A, shall not be changed, provided that SOCRRA shall be allowed to use Parcel No. 15-24-200-002 (1505 School Road) for its offices as

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provided in Section V (B) of this Consent Judgment. Any relocation of the existing maintenance building beyond 200 feet from its existing location must be approved in advance by the City Council, whose approval shall not be unreasonably withheld.

X. USE OF SOCRRA COMPOSTING  
FACILITY AND COMPOST BY CITY RESIDENTS

A. SOCRRA shall allow only individual residential homeowners in the City (not multi-family, commercial or industrial property owners) the opportunity to deliver, at no cost, their grass and leaves only (not wood chips) to the Composting Facility during designated working hours. SOCRRA may enforce reasonable rules as to how the grass and leaves will be accepted from residents.

B. SOCRRA shall make available to City residents free compost material to the extent that it represents an amount equal to the yard waste delivered to the Composting Facility by City residents.

C. SOCRRA shall not accept yard waste from commercial haulers within the City.

D. SOCRRA shall accept at its Troy Materials Recovery Facility sorted recyclables from City residents. If the location of SOCRRA's Troy Materials Recovery Facility is moved, SOCRRA will continue to honor its commitment regarding sorted recyclables from City residents.

E. SOCRRA shall not be required to pay the City any host community fee nor be responsible for constructing a drop-off recycling center to serve City residents.

XI. RESTRICTED USE OF SOCRRA  
LANDFILL NORTH OF HONEYWELL DRAIN

A. Upon entry of this Consent Judgment, SOCRRA shall limit the use of its solid waste landfill currently south of Avon Road and north of the Honeywell Drain as described on attached Exhibit D to depositing only the refuse and waste which is mixed in the yard waste brought by SOCRRA's members to its Composting Facility.

XII. SOCRRA PROPERTY  
NORTH OF AVON ROAD

A. After the date of this Consent Judgment, SOCRRA's property North of Avon Road consisting of approximately fifty seven (57) acres and described on attached Exhibit E shall not be used at any time for a landfill, composting facility, ash monofill, incinerator or any other solid waste disposal facility. This prohibition of use shall be deemed a restrictive covenant which shall run with the land. SOCRRA shall request the Oakland County Solid Waste Planning Committee and any other necessary County representatives that the property North of Avon Road be deleted from the County's Act 641 Solid Waste Plan and Plan Update.

B. After the date of this Consent Judgment, notwithstanding any provision of the City's Zoning Ordinance now in effect or amended hereafter, SOCRRA's property North of Avon Road may be used, improved and developed by SOCRRA for only any use permitted by the City's Zoning Ordinance under the R-1, R-2, R-3, R-4, RCD (One Family Cluster) and RM-1 (Multi-family) Zoning Districts as provided in the City's Zoning Ordinance now in effect

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or expanded uses provided in subsequent amendments. In the RCD (One Family Cluster) Zoning District, the overall density allowed shall not exceed 6.0 units per acre. Except as provided in this paragraph, no other uses may be allowed on this North of Avon Road property and the uses so permitted are deemed both reasonable and valid. For the purposes of computation of density, any wetlands, flood plain, water course, drainage course, or floodway shall be counted on the basis of 75% of the land. The property North of Avon Road is deemed to meet the characteristics for cluster development described in Article V, Section 500, of the City's Zoning Ordinance. Before development of all or any portion of the North of Avon Road property, a site plan or plat as required shall be submitted and approved by the City Council after receipt of a recommendation from the Planning Commission. The Site Plan shall comply with and be approved under the Site Plan Review section of the Zoning Ordinance. In the case of a plat, there shall be compliance with applicable ordinance standards and regulations. Areas of the property shall be designated on the site plan for development under a specific zoning district and those areas so designated shall comply with applicable zoning regulations and standards. The City shall grant all permits and approvals necessary to develop the land in accordance with this Consent Judgment. The City, its officials and employees, shall approve such engineering, construction and other plans submitted by SOCRRA which comply with this Consent Judgment and all applicable City Ordinances and City Building Code requirements.

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C. After the date of this Consent Judgment, SOCRRA may, without the necessity of obtaining any permits from the City, fill the existing excavation areas with dirt provided that SOCRRA receive approval of its earthwork plan from the Mayor and otherwise comply with the City's applicable ordinance.

XIII. STORM DRAIN EASEMENT  
TO COUNTY DRAIN COMMISSION

A. Subject to final approval by SOCRRA of plans and specifications for design, location, and construction, SOCRRA agrees to grant a storm drainage easement, at no cost, to the Oakland County Drain Commission for a portion of land along the Honeywell Drain, subject to SOCRRA receiving from the County Drain Commission, an indemnification and hold harmless agreement for any liability, injury or damage to the fullest extent of the law including full defense costs and actual attorney fees.

XIV. PLANNING AND DEVELOPMENT OF END USE

A. By May 1, 1996, SOCRRA shall submit to the City a specific and realistic end use plan and time frame for the SOCRRA land, excluding the area to be used for composting. It is the present intent of the parties that SOCRRA will develop a golf course as its end use of the property, however, such use shall not be binding on SOCRRA. The City Council shall act on the SOCRRA submittal within sixty (60) days after receipt.

XV. OPPORTUNITY FOR CITY TO BECOME SOCRRA MEMBER

A. The City shall have the opportunity to become a full member of SOCRRA upon such terms and conditions as are mutually agreed to by both SOCRRA and the City.

XVI. RESOLUTION OF DISPUTES  
ARISING UNDER THIS CONSENT JUDGMENT

A. After the date of this Consent Judgment, any claims or disputes which may arise regarding the interpretation or enforcement of the terms and conditions of this Consent Judgment will be decided by binding arbitration as provided in Section II, (E). of this Consent Judgment. As described in Section II (E), any claim or dispute shall first be submitted to the Joint SOCRRA/City Standing Committee for resolution.

XVII. MISCELLANEOUS PROVISIONS

A. The City, its officers, agents, employees and all others acting in concert with it are enjoined from enforcing the City of Rochester Hills Zoning Ordinance, as amended, and the Composting Ordinance, as amended, insofar as those Ordinances may restrict or prevent the use of the SOCRRA Land in any manner inconsistent with the provisions of this Consent Judgment, and they shall permit the SOCRRA Land to be used and improved as provided in this Consent Judgment.

B. SOCRRA is enjoined from carrying on any activity or operation which violates the terms, obligations and conditions of this Consent Judgment.

C. This Consent Judgment shall not be construed to be an admission of liability by either party and is intended to be a compromise of disputed claims between the parties.

D. This Consent Judgment is a complete resolution of all issues included in this case.

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E. SOCRRA's land between School Road and Avon Road, a portion of which is now being used for a Composting Facility and a portion of which is now being used for a sanitary landfill, is zoned R-3 (Single Family Residential). Except as provided and authorized in this Consent Judgment, the R-3 zoning classification is reasonable and valid.

F. The Court will not retain jurisdiction to interpret or enforce the terms and conditions of this Consent Judgment except to enforce an arbitration award as provided in Section II, Paragraph E of this Consent Judgment.

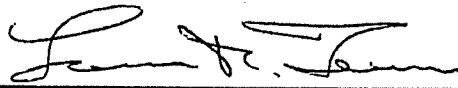
G. A copy of this Consent Judgment may be recorded with the Oakland County Register of Deeds. This Consent Judgment shall be binding upon and inure to the benefit of the parties, their successors and assigns. The obligations contained in this Judgment shall run with the land.

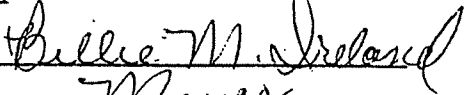
H. This Consent Judgment including the text and exhibits, may be amended from time to time with the written consent of SOCRRA and the City and without the consent of any other person or entity.

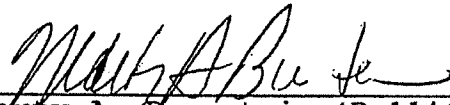
I. No costs shall be assessed to any party.

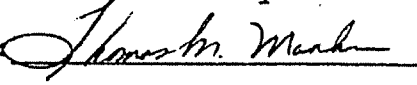
  
FRED M. MESTER

APPROVED AS TO SUBSTANCE AND FORM:

  
Lawrence R. Ternan (P-21334)  
Attorney for Plaintiff, City  
of Rochester Hills

City of Rochester Hills  
By:   
Mayor.

  
Marty A. Burnstein (P-11443)  
Attorney for Defendant,  
Southeastern Oakland County  
Resource Recovery Authority

Southeastern Oakland County  
Resource Recovery Authority  
By: 

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