

## AGREEMENT FOR STORM WATER SYSTEM MAINTENANCE

This Agreement is made on \_\_\_\_\_, by F & P Rochester, LLC ("Developer"), a Michigan limited liability company, whose address is 13400 Canal Road, Sterling Heights, Michigan 48313 and the CITY OF ROCHESTER HILLS (the "City"), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

WHEREAS, Developer 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, Developer has proposed, and the City has approved, a storm water drainage and detention system (the "System") comprised of storm water detention and water quality treatment facilities and devices, pumping system, 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 and water quality treatment facilities and devices, pumping system, 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 Developer or Developer's successors, grantees or assigns, in writing, that it is no longer necessary to convey, detain or treat 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. Developer 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 basin 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 riprap at inlet pipes; (viii) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basin; (ix) Inspection and replacement of stone around the outlet pipe; and (vi) Any other maintenance that is reasonable and necessary to facilitate and continue the proper operation and use of the System.

### 3. Transfer of Control to Homeowners Association:

In the event Developer or Developer's successors, grantees or assigns later transfer or convey their interest in or control over the Property and the System to a homeowners association, the association members shall each bear their prorata share of the costs of maintaining the System (including any property taxes levied thereon), which shall constitute a lien against each member's lot or parcel. This obligation shall apply to and burden the homeowners association and the association members' lots and shall run with the land regardless of whether the obligation is stated in the homeowners association's or members' deeds.

**4. Action by City:**

If, at any time, Developer or Developer's successors, grantees or assigns neglect or fail to properly maintain the System or any part thereof, the City may notify Developer or Developer'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 Developer or Developer'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 the Property and undertake appropriate corrective action.

**5. Charges:**

A. 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.

B. If the System is conveyed to a homeowners association, the City shall charge the association 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. The City may, at its option, subrogate to the right of the association against the association members to recover the cost. Prior to exercising its right of subrogation, the City shall provide thirty (30) days advance written notice to the association members. Association members shall each bear their prorata share of the costs of maintaining the System (including any property taxes levied thereon). The City may place unpaid charges on the City's tax roll, which charges shall be a lien on the member's lot or parcel and shall be collectable and enforceable in the same manner general property taxes are collected and enforced. The prorated share of the costs shall be based on the ratio of each lot to the total number of lots in the development, not including lots owned by the association.

**6. 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 F & P Rochester, LLC:

F & P Rochester, LLC  
13400 Canal Road  
Sterling Heights, Michigan 48313

To the City:

City Clerk  
City of Rochester Hills  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

7. **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.

8. **Recording of Agreement:**

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

F & P ROCHESTER, LLC

By:   
Joseph Paluzzi,  
Its: Manager

CITY OF ROCHESTER HILLS

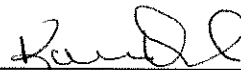
By: \_\_\_\_\_  
Bryan Barnett, Mayor

By: \_\_\_\_\_  
Jane Leslie, Clerk

STATE OF MICHIGAN  
COUNTY OF Macomb

This agreement was acknowledged before me on 6/25/08, by Joseph Paluzzi, Manager of F & P Rochester, LLC, a Michigan limited liability company on behalf of the company.

KELLEN FARRAH  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF MICHIGAN  
MY COMMISSION EXPIRES 8/31/2010  
ACKNOWLEDGED IN THE CITY OF Macomb

  
Kellen Farrah, notary public  
Macomb County, Michigan  
My commission expires: 8/31/2010

STATE OF MICHIGAN  
COUNTY OF OAKLAND

This agreement was acknowledged before me on \_\_\_\_\_, by Bryan Barnett, Mayor, and Jane Leslie, Clerk, of the City of Rochester Hills, on behalf of the City.

\_\_\_\_\_  
Notary public  
County, Michigan  
My commission expires: \_\_\_\_\_

Drafted By:  
John D. Gaber  
Williams, Williams, Rattner & Plunkett, P.C.  
380 N. Old Woodward Avenue, Suite 300  
Birmingham, Michigan 48009  
248-642-0333

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

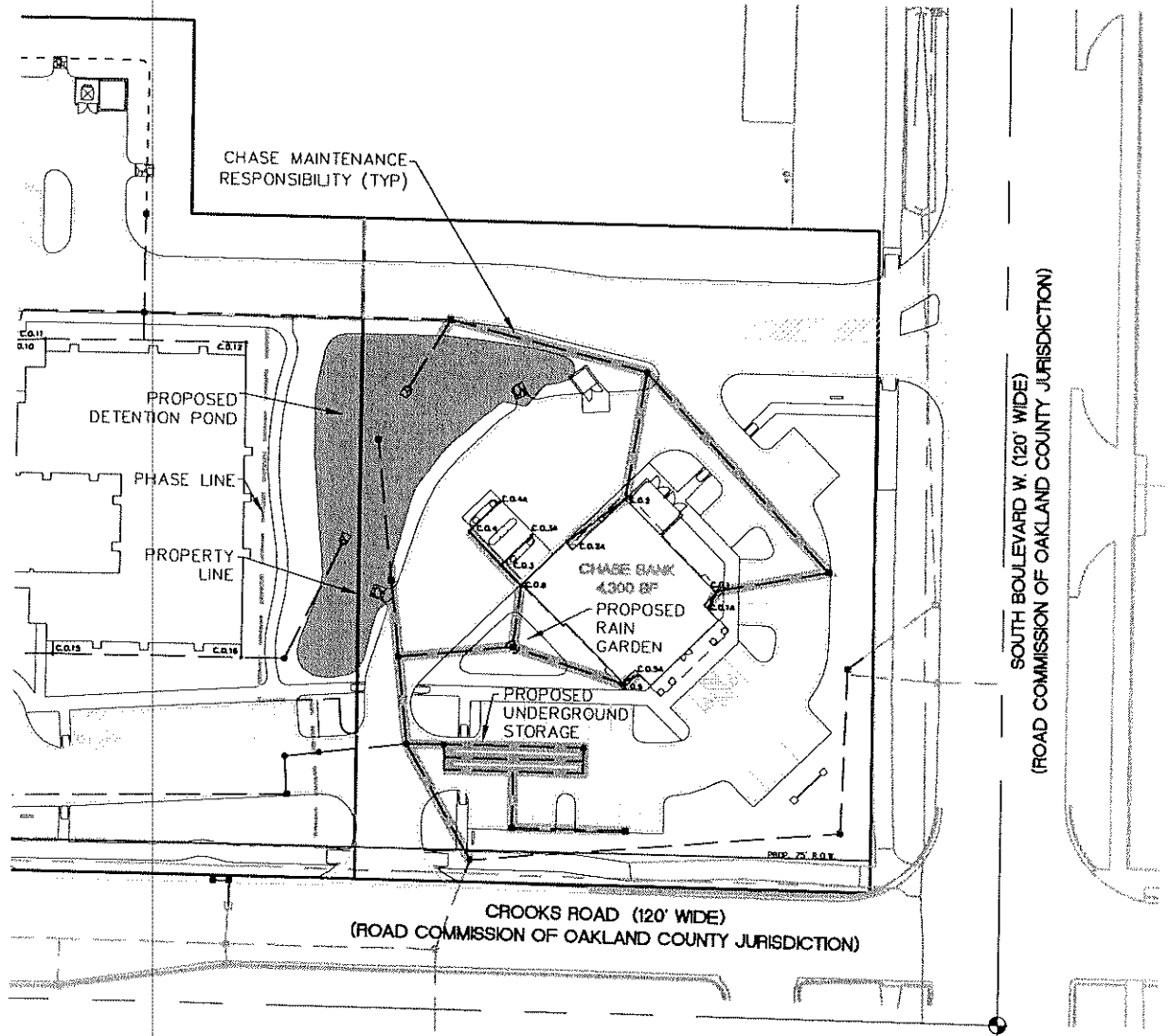
**EXHIBIT A**

**Legal Description of Premises**

**DESCRIPTION OF A 1.62 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.**

Land located in the Southwest 1/4 of Section 33, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan: All of Lots 110 through 113 and the Southerly 240.00 feet of Lot 114 of "SUNNYDALE GARDENS NO. 2", as recorded in Liber 64, Page 19 of Plats, Oakland County Records, located in the Southwest 1/4 of Section 33, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, also described as: Commencing at the Southwest corner of Lot 112 of said "SUNNYDALE GARDENS NO. 2", thence South 89 degrees, 45 minutes, 00 seconds East 30.00 feet along the North Right-of-Way line of South Boulevard (120.00 foot wide) for a **PLACE OF BEGINNING**; thence North 44 degrees, 35 minutes, 45 seconds West 21.16 feet; thence North 00 degrees, 33 minutes, 30 seconds East 225.00 feet along the 75 feet East Right-of-Way line of Crooks Road (variable width); thence South 89 degrees, 45 minutes, 00 seconds East 295.00 feet; thence South 00 degrees, 33 minutes, 30 seconds West 240.00 feet along the East line of Lot 114; thence North 89 degrees, 45 minutes, 00 seconds West 280.00 feet along the North Right-of-Way line of said South Boulevard to the **PLACE OF BEGINNING**.

# STORMWATER MAINTENANCE EXHIBIT B



## LEGEND

	EXIST. STORM SEWER
	PROP. STORM SEWER
	EXIST. MANHOLE
	PROP. MANHOLE
	EXIST. CATCH BASIN/INLET
	PROP. CATCH BASIN/INLET
	END SECTION
	CHASE MAINTENANCE
	PROP. CLEANOUT
	SECTION CORNER

**NOTE:**  
ENTIRE DETENTION POND IS INCLUDED  
IN THIS MAINTENANCE AGREEMENT

PROJECT NO.: 06001462  
DATE: 03-17-2008

**ATWELL-HICKS**  
www.atwell-hicks.com

ARIZONA FLORIDA ILLINOIS MICHIGAN OHIO PENNSYLVANIA TENNESSEE 866 850 4200	Engineering Surveying Planning	Environmental Ecological Water Resources
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EXHIBIT C

OPERATIONS AND MAINTENANCE MANUAL

**Chase Bank**

STORM WATER MAINTENANCE PLAN  
ROCHESTER HILLS, MI

**OWNER: F and P Rochester, LLC**

13400 Canal Road  
Sterling Heights, MI 48313  
Phone (586) 726-6700  
Fax (586) 726-6708

Prepared by:

**Atwell-Hicks**  
50182 Schoenherr  
Shelby Township, Michigan 48315  
Phone (586) 786-9800  
Fax (586) 786-5588

April 15, 2008

# Operations and Maintenance Manual

Chase Bank

Rochester Hills, Michigan

This manual establishes the procedures for maintenance and operation of the storm water facilities including the underground detention system, storm sewer pipe and structures, and bio swale for the above referenced project. In order to maintain compliance of this Best Management Practice (BMP) with local regulations, this manual should serve as a minimum performance standard. This manual should be retained intact and reviewed in its entirety by all parties responsible for the maintenance of the BMP.

## I. Owner

The Owner is defined as "F and P Rochester, LLC"  
13400 Canal Road, Sterling Heights, MI 48313

## II. Property Location

This O&M Manual covers the storm water systems located at the following subject property:

**DESCRIPTION OF A 1.63 ACRE PARCEL OF LAND LOCATED IN THE SOUTHWEST CORNER OF SECTION 33, T3N, R11E, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN.**

All of Lots 110 through 113 and the Southerly 240.00 feet of Lot 114 of "Sunnydale Gardens No. 2", as recorded in Liber 64, Page 19, of Plats, Oakland County Records, located in the Southwest corner of Section 33, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, also described as: Commencing at the Southwest corner of Lot 112 of said "Sunnydale Gardens No. 2"; thence S89°45'00"E 30.00 feet along the North Right-of-Way line of South Boulevard (120.00 foot wide) for a PLACE OF BEGINNING; thence N44°35'45"W 21.16 feet; thence N00°33'30"E 225.00 feet along the 75' East Right-of-Way line of Crooks Road (variable width); thence S89°45'00"E 295.00 feet; thence S00°33'30"W 240.00 feet along the East line of lot 114; thence N89°45'00"W 280.00 feet along the North Right-of-Way line of said South Boulevard to the Place of Beginning, containing 1.62 acres of land, more or less, subject to easements and restrictions of record, if any.

## II. STORM WATER MAINTENANCE EXHIBIT

Attached to this report is the Storm Water Maintenance Exhibit which provides a visual presentation of the major components of the storm water system. Elements include the following:

1. Storm Sewer Pipe (RCP, PVC and Underdrain)
2. Storm Structures (Manholes, Catch Basins, Cleanouts and Roof Conductors)
3. Rain Garden
4. Detention Pond (Note: Entire Detention Pond Maintenance included with this Maintenance Agreement)
5. Underground Detention System
6. Overflow Structure

## STORMWATER BEST MANAGEMENT PRACTICE GENERAL MAINTENANCE AND OPERATION

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater maintenance 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 and property, resulting from catastrophic failure of the facility
- Aesthetic or nuisance problems, such as mosquitoes or reduced property value, due to a degraded facility appearance

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

Good design and construction can reduce subsequent maintenance needs and costs, but they 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 stormwater management system is a major aspect of any maintenance program.

### Section 1: Aesthetic, Functional, and Maintenance Best Management Practices

#### **1. Inspection Reports**

Inspections of the facility should be completed each year as well as immediately following each heavy rain event. Inspection reports should be maintained by the owner of the facility for all stormwater management systems and be available for review by the local agency. Inspection reports assist in ensuring that the responsible maintenance entity is adequately performing its responsibilities. The Owner shall retain the services of a qualified individual, such as a registered civil engineer, CPSWO, NICET certified engineering technologist in stormwater system inspection or MDEQ certified stormwater operator to provide inspection and maintenance services.

Inspection reports for stormwater management systems should include the following:

- Date of inspection
- Name of inspector
- Condition of:
  - Vegetation or filter media
  - Fences or other safety devices
  - Spillways, valves, or other control structures
  - Embankments, slopes and safety benches
  - Reservoir or treatment areas
  - Inlet and outlet channels or structures
    - Underground drainage



- Sediment and debris accumulation in storage areas
- Any nonstructural practices to the extent practicable
- Any other item that could affect the proper functioning of the stormwater management system
- Description of needed maintenance
- Any concerns that may arise due to abnormal odors and/or color.

Any concerns that may require immediate action are to be reported immediately to the owner. The owner should contact the civil engineering consultant of the facility (Atwell-Hicks), or other approved representative as designated by Owner. The civil engineering consultant will retain a qualified environmental consultant to assess the site, characterize site conditions, and recommend steps of action as needed.

## **2. Record Keeping**

The Owner of the BMP should keep a file containing all information pertaining to repair, replacement, and maintenance of the BMP. Files should be readily accessible to parties performing maintenance on the BMP and copies provided to the City of Rochester Hills Engineering Department.

Files should include the following:

- Operations and Maintenance Manual
- Inspections Sheets - All completed inspection sheets and blank forms
- Construction plans (as-builts if applicable) - Including grading and benchmarks
- Specifications - Storm drainage and landscaping
- Maintenance Log - Log of all inspections, repairs, and associated costs
- Contact Information – Certified Storm water operator, Licensed Civil Engineer, Geotechnical Engineer, Landscape Architect, and Contractor qualified to perform tasks.

After construction, the Owner is responsible for coordinating BMP maintenance and submittals made to the local jurisdiction.

## **3. Parking Lot Sweeping**

Routine sweeping of the parking lot provides a more attractive appearance to the general public. In addition accumulations of sediment and trash can be removed from the parking surface before entering the stormwater facilities. Parking lot maintenance shall be performed quarterly, and additionally as necessary.

## **4. Grass Maintenance and Mowing**

Mowing requirements at a facility should be tailored to the specific site conditions, grass type and seasonal variation in climate. Grassed areas require limited periodic fertilizing, de-thatching and soil conditioning in order to maintain healthy growth. Provisions may have to be made to reseed and reestablished grass cover in areas damaged by sediment accumulation, stormwater flow, or other causes. Dead turf, will need to be replaced after being discovered. Local soil conservation districts or cooperative extension service offices can provide assistance in determining maintenance requirements for various types of vegetation.

## **5. Removal of Trash and Debris**

Removal of trash and debris from paved areas, open area, and landscaped areas shall be performed weekly. Removal of trash and debris will prevent possible damage to vegetated areas and eliminate potential mosquito breeding habitats. Sediment, debris and trash that inhibit the ability of the facility to store or convey water should be removed immediately to restore proper functioning of the facility. Temporary arrangements should be made for handling the sediments until a more permanent arrangement is made. Disposal of debris and trash

must comply with all local, county, State and federal waste control programs. Only suitable disposal and recycling sites should be used.

Inlet and outlet flow control structures of the BMP that build up sediment quickly should be cleaned out more frequently. The rate at which the sediment builds up should be something that can be calculated based on the inspection reports.

Sediment to be removed from all points of inlets and outlets of the storm sewer system, detention field and detention pipes, by means of vacuum truck and power jetting when it is determined by inspection to have significant sediment deposits.

The minimum criteria for sediment removal is:

- any sump is 75% full, or
- when the sediment in the pipes reaches 3 inches or
- as determined by the certified storm water operator

#### **6. Rain Garden Inspection and Maintenance**

Rain Gardens are to be kept free of dead leaves, trash, and debris. They shall be maintained to prevent standing water. Vegetation shall conform to that shown on the Rain Garden cross-section shown on the approved Construction Drawings

#### **7. Detention or Dry Ponds:**

In general maintenance of Detention Ponds shall occur on a monthly basis during the growing season and shall include the following activities:

- a. If the pond retains water longer than 72 hours after a rain event or if wetland vegetation, such as cattail, is growing in the pond, the storm water facility may be in need of additional maintenance activities. This activity may include removing the bottom sediment (approximately the top foot of soil), replacing with fill, grading, and re-vegetating. The City of Rochester Hills Engineering Department should be notified for prior approval if these activities are required.
- b. Pond bottoms should be scarified or raked annually.
- c. Remove any woody or nuisance vegetation, including stumps, from pond bottoms unless it is planted material specified by design plans.

#### **8. Storm Structure Maintenance**

Inspect all inlets, outfalls, trash racks, structures, piping, clean outs, roof conductors, catch basins and curb inlets. Remove trash, debris, accumulated silt and sediment that may obstruct flow. Make minor repairs as needed. If major repairs are needed Contractor should report damage or failure to the Environmental Manager. Minor repairs are defined as repairs that can be made during a regular maintenance event.

- a. Catch basins and curb inlets sumps and truck well drains must be cleaned by vacuum truck as needed or as required by local regulation and site conditions. Debris removed from catch basins must be disposed of in accordance with Federal, State and local regulations at an approved disposal facility.

## 9. Structural Elements (Underground Detention System)

- a. Structural Elements - At a minimum, the structural elements of the underground detention system should be thoroughly inspected once a year. Several of the structural elements may need more frequent inspections. Refer to the Maintenance Inspections Checklist. The inspections should include the following:
- The inside of the structure should be inspected for cracks, spalling, joint failure or leaks a minimum of once per year. If signs of cracks, leaks, misalignment, sagging or settlement of the structure or relay pipe are observed, a Civil Engineer or Geotechnical Engineer should be retained to determine the probable cause and recommended remediation.
  - The orifice should be inspected and relay pipes should be inspected for debris or sediment accumulation after every major storm event. Any sediment or debris removal should be removed to prevent blockage.
  - The outlet pipe and storage pipes should be visually inspected for sagging and alignment a minimum of once per year.
- b. Ground Surface - The ground surface should be inspected a minimum of once per year. Visual inspection should be done in areas where any underground storage devices are located. If there are any signs of sink holes, a Civil Engineer should be retained to determine the probable cause and recommended remediation.

MAINTENANCE INSPECTION CHECKLIST

Chase Bank  
Rochester Hills, Michigan

Date: \_\_\_\_\_ BMP Device #: \_\_\_\_\_

Time: \_\_\_\_\_ Weather Conditions: \_\_\_\_\_

Inspector's Name: \_\_\_\_\_

Site Status: \_\_\_\_\_

### Maintenance Tasks and Schedule

Tasks	Components							Schedule	Checked (Yes/No)	Comments
	Streets and Parking Lot	Storm Drainage System	Catch Basin Sumps	Catch Basin Inlet Castings	Outflow Control Structures	Rip-Rap	Detention Pond Areas			
Clean sediment accumulation		X				X	X	Annually*		
Clean sediment accumulation			X		X			Semi-annually*		
Removal of sediment accumulation								Every 5-10 years as needed*		
Clean floatables and debris		X	X	X	X	X	X	As needed*		
Erosion repairs					X	X	X	Annually*		
Reestablish permanent vegetation on eroded slopes							X	As needed*		
Clean streets and parking lots	X							Quarterly*		
Mowing							X	Annually		
Inspect structural elements during wet weather and compare as-built plans (by a professional engineer reporting to the Developer)		X			X	X	X	Annually		
Make adjustments or replacements as determined by annual wet weather inspection		X			X	X	X	As needed*		
Keep records of all inspections and maintenance activities and report to owner and City		X	X	X	X	X	X	As needed*		
Owner to have a professional engineer carry out emergency inspections upon identification of severe problems		X	X	X	X	X	X	As needed*		

\* Measures to be taken as needed to ensure proper functionality of stormwater management system. Sediment not to exceed a depth of 12" within any stormwater management facility or structure.