

**AGREEMENT FOR MAINTENANCE OF
STORM WATER DETENTION SYSTEM**

This agreement is made on September 1, 2020, by Campus Corners Associates, a Michigan Limited Partnership, whose address is 1334 Maplelawn Drive, Troy, MI 48084, ("**Developer**") and the CITY OF ROCHESTER HILLS (the City), whose address is 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

RECITALS:

WHEREAS, Developer owns and occupies the property described in attached **Exhibit A**; and

WHEREAS, Developer has proposed, and the City has approved, a storm water drainage and detention system (the system), for the property as described and depicted in the attached **Exhibit B**; and

WHEREAS, the parties will benefit from the proper use and maintenance of the System and desire to enter into this agreement to provide for the same.

THEREFORE, the parties agree:

1. **Use of the System:** Components of the System, shall be used solely for the purpose of detaining storm and surface water on the property until such time as: (i) The City may determine and advise Developer, or Developer's successors, grantees or assigns, in writing that it is no longer necessary to use the storm system to detain storm or surface water; and (ii) An adequate alternative for draining storm and surface water has been provided which is acceptable to the City and which includes the granting of such easements to the City or third parties for the alternative drainage system as may be necessary.

2. **Maintenance:**

A. Developer shall be responsible for the proper maintenance, repair and replacement of the System and any part thereof, as detailed in the Maintenance Plan attached as **Exhibit C**.

B. Proper maintenance of the System shall include, but not limited to: (i) Managing deleterious vegetative growth; (ii) Maintaining storm sewer, structures and safety features; (iii) Controlling the effects of erosion; (iv) Inspection and cleaning of the water quality treatment device; (v) Inspection and cleaning of the storm sewer and catch basins upstream from the detention basin; and (vi) Any other maintenance or repair necessary to facilitate and continue the proper operation and use of the System.

3. **Action by City:** In the event Developer or Developer's successors, grantees, or assigns, neglects or fails at any time to properly maintain the System or any part thereof, the City may notify Developer or Developer's successors, grantees or assigns, in writing, and the notice shall include a listing and description of maintenance deficiencies and a demand that they must be corrected within thirty (30) days. The notice shall further specify the 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 to whom the City Council may delegate responsibility. At the hearing, the City Council (or other board or official) may endorse or modify the listing and description of deficiencies to be corrected and, for good cause, may extend the time within which the deficiencies must be corrected.

Thereafter, if the maintenance deficiencies are not corrected within the time allowed, the City may undertake and make the necessary corrections, and may maintain the System for a period not to exceed one (1) year. Such maintenance of the System by the City shall not be deemed a taking of the property, nor shall the City's actions be deemed to vest in the public any right to use the property. If the City determines maintenance of the system by the City should continue beyond one year, the City shall hold, and provide advance written notice of, a further hearing at which Developer or Developer's successors, grantees or assigns, will not or cannot properly maintain the System, the City may continue to maintain the System for another year, and subject to a similar 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.

4. **Charges:** The City shall charge to the current owner of the property the cost of maintenance or other corrective action undertaken by the City in accordance with this agreement, plus a ten percent (10%) administrative fee. If not timely paid, the City may assess the charges on the City's tax roll, which charges shall be a lien on the real property and shall be collectable and enforceable in the same manner general property taxes are collected and enforced.

5. **Notice:** Any notices required under this agreement shall be sent by certified mail to the address for each party set forth below, or to such other addresses as such party may notify the other parties in writing:

To Campus Corners Associates:

Stuart Frankel
1334 Mapelawn Drive
Troy, MI 48084
Attn: Stuart Frankel

To the City:

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

6. **Successors and Assigns:** This agreement shall bind and inure to the benefit of the parties and their respective successors, grantees and assigns. The rights, obligations and responsibilities hereunder shall run with the land and shall bind all current and future owners of the property.

7. **Recording of Agreement:** This agreement shall be recorded at the Oakland County Register of Deeds.

Campus Corners Associates

By: 
Stuart Frankel
Campus Corners Associates
D&K Company, A Michigan Limited Partnership
It's General Partner

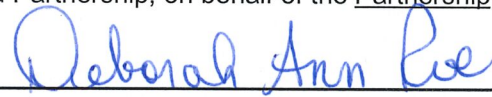
CITY OF ROCHESTER HILLS

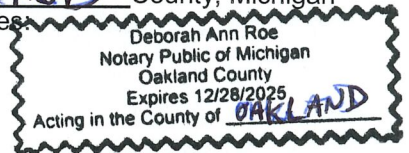
By: _____
Bryan K. Barnett, Mayor

By: _____
Tina Barton, City Clerk

STATE OF MICHIGAN
COUNTY OF Oakland

This agreement was acknowledged before me on September 1st, 2020, By Stuart Frankel, who is the General Partner of D&K Company, A Michigan Limited Partnership, on behalf of the Partnership.


_____, notary public
OAKLAND County, Michigan
My commission expires: _____



STATE OF MICHIGAN
COUNTY OF OAKLAND

This agreement was acknowledged before me on _____, 20____,
by Bryan K. Barnett, Mayor, and Tina Barton, Clerk, of the City of Rochester Hills, on behalf of the City.

Drafted By:
Stuart Frankel
1334 Mapelawn Drive
Troy, MI 48084

_____, notary public
_____, County, Michigan
My commission expires: _____

When Recorded Return to:
Clerks Dept.
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

John Staran
Approved 9/29/20

Exhibit A

LEGAL DESCRIPTION (PROPERTY)

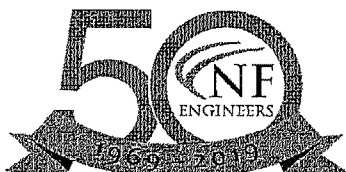
LEGAL DESCRIPTION - PROPERTY

LAND SITUATED IN THE COUNTY OF OAKLAND, CITY OF ROCHESTER HILLS, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PART OF THE NORTHWEST 1/4 OF SECTION 15, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 01 DEGREE 40 MINUTES 40 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 15, 625.84 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 57 MINUTES 08 SECONDS EAST, 220.00 FEET; THENCE SOUTH 01 DEGREES 40 MINUTES 40 SECONDS WEST, 283.00 FEET; THENCE NORTH 87 DEGREES 57 MINUTES 08 SECONDS WEST, 220.00 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE NORTH 01 DEGREES 40 MINUTES 40 SECONDS EAST, ALONG SAID LINE, 283.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE WEST 60.00 FEET THEREOF CONVEYED TO THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 6248, PAGE 573, OAKLAND COUNTY RECORDS, ALSO EXCEPT THAT PART DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 01 DEGREES 40 MINUTES 40 SECONDS WEST, 625.84 FEET ALONG THE WEST LINE OF SAID SECTION 15; THENCE SOUTH 87 DEGREES 57 MINUTES 08 SECONDS EAST, 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 15 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 57 MINUTES 08 SECONDS EAST, 10.00 FEET; THENCE SOUTH 11 DEGREES 38 MINUTES 21 SECONDS WEST, 57.81 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 40 SECONDS EAST, 57.00 FEET ALONG A LINE 60.00 FEET EAST OF, MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE WEST LINE OF SAID SECTION 15, TO THE POINT OF BEGINNING, CONVEYED TO THE BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF OAKLAND, AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 15627, PAGE 525, OAKLAND COUNTY RECORDS.

TAX ID: 15-15-101-014

*Jenny M.
Approved 9/30/20*

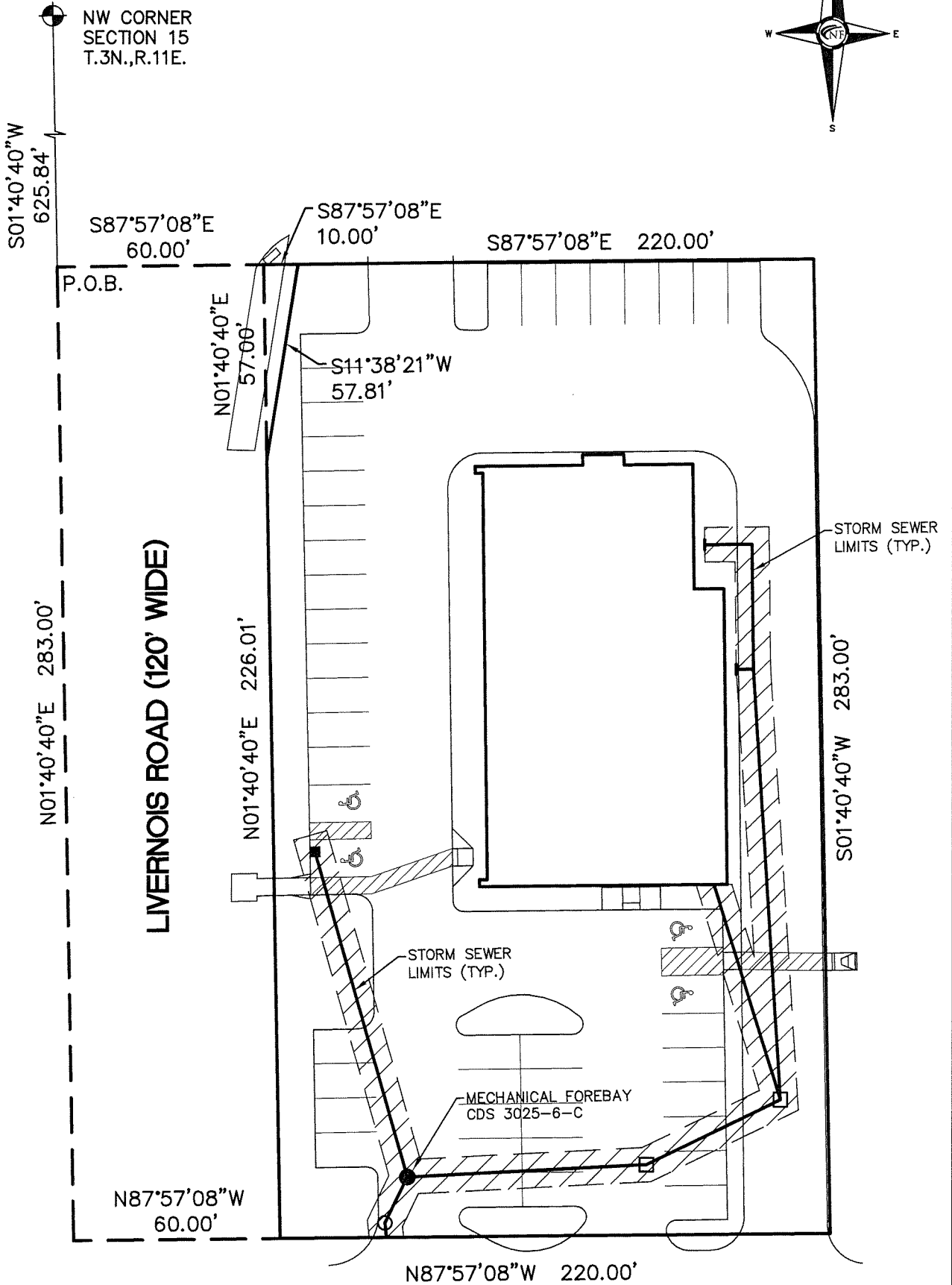
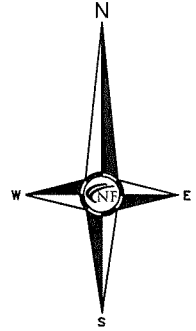


NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

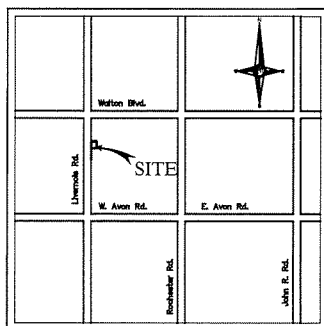
SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	09-22-2020	AJE	3853-03	1 of 3

Exhibit B

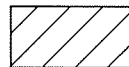
STORM WATER MAINTENANCE AGREEMENT (SKETCH OF LIMITS)



NOWAK & FRAUS ENGINEERS
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*Approved
9/30/20
AKS*



FRANKEL DEVELOPMENT COMPANY
 MAINTENANCE RESPONSIBILITY

Revised: 09-30-2020

SCALE	DATE	
1" = 40'	09-22-2020	
DRAWN	JOB NO.	SHEET
AJE	3553-03	2 of 3

Exhibit C

STORM WATER MAINTENANCE AGREEMENT (SCHEDULE OF MAINTENANCE)

TABLE 1						
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE						
	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	
MAINTENANCE ACTIVITIES						FREQUENCY
Monitoring/Inspection						
Inspect for Sediment Accumulation/Clogging	X	X	X	X	X	Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System	X				X	Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	Annually
Preventative Maintenance						
Remove Accumulated sediments	X	X	X	X	X	As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X	X	X	X	X	As Needed
Sweeping of Paved Surfaces					X	As Needed
Remedial Actions						
Repair/Stabilize Areas of Erosion	X				X	As Needed
Replace Dead Plantings & Reseed Bare Areas	X					As needed
Structural Repairs	X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	As Needed

NOTE: Manufactured treatment system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.



NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

Appd. 9/28/20

SCALE	DATE	DRAWN	JOB NO.	SHEET
N.T.S.	09-22-2020	AJE	3553-03	3 of 3

CDS[®] Inspection and Maintenance Guide



Maintenance

The CDS system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects pollutants will depend more heavily on site activities than the size of the unit. For example, unstable soils or heavy winter sanding will cause the grit chamber to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (e.g. spring and fall) however more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment washdown areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

The visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet and separation screen. The inspection should also quantify the accumulation of hydrocarbons, trash, and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided.

Access to the CDS unit is typically achieved through two manhole access covers. One opening allows for inspection and cleanout of the separation chamber (cylinder and screen) and isolated sump. The other allows for inspection and cleanout of sediment captured and retained outside the screen. For deep units, a single manhole access point would allow both sump cleanout and access outside the screen.

The CDS system should be cleaned when the level of sediment has reached 75% of capacity in the isolated sump or when an appreciable level of hydrocarbons and trash has accumulated. If absorbent material is used, it should be replaced when significant discoloration has occurred. Performance will not be impacted until 100% of the sump capacity is exceeded however it is recommended that the system be cleaned prior to that for easier removal of sediment. The level of sediment is easily determined by measuring from finished grade down to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Particles at the top of the pile typically offer less resistance to the end of the rod than consolidated particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the as-built drawing for the unit to determine whether the height of the sediment pile off the bottom of the sump floor exceeds 75% of the total height of isolated sump.

Cleaning

Cleaning of a CDS system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole covers and insert the vacuum hose into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The area outside the screen should also be cleaned out if pollutant build-up exists in this area.

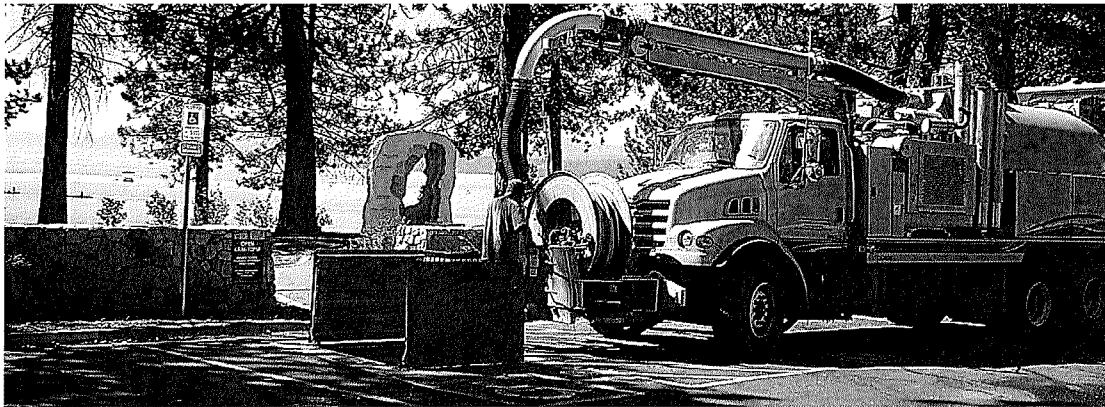
In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill should be cleaned out immediately. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. The screen should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and also to ensure that proper safety precautions have been followed. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the CDS system should be done in accordance with local regulations. In many jurisdictions, disposal of the sediments may be handled in the same manner as the disposal of sediments removed from catch basins or deep sump manholes.



CDS Model	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y ³	m ³
CDS1515	3	0.9	3.0	0.9	0.5	0.4
CDS2015	4	1.2	3.0	0.9	0.9	0.7
CDS2015	5	1.3	3.0	0.9	1.3	1.0
CDS2020	5	1.3	3.5	1.1	1.3	1.0
CDS2025	5	1.3	4.0	1.2	1.3	1.0
CDS3020	6	1.8	4.0	1.2	2.1	1.6
CDS3025	6	1.8	4.0	1.2	2.1	1.6
CDS3030	6	1.8	4.6	1.4	2.1	1.6
CDS3035	6	1.8	5.0	1.5	2.1	1.6
CDS4030	8	2.4	4.6	1.4	5.6	4.3
CDS4040	8	2.4	5.7	1.7	5.6	4.3
CDS4045	8	2.4	6.2	1.9	5.6	4.3
CDS5640	10	3.0	6.3	1.9	8.7	6.7
CDS5653	10	3.0	7.7	2.3	8.7	6.7
CDS5668	10	3.0	9.3	2.8	8.7	6.7
CDS5678	10	3.0	10.3	3.1	8.7	6.7

Table 1: CDS Maintenance Indicators and Sediment Storage Capacities



Support

- Drawings and specifications are available at www.contechstormwater.com.
- Site-specific design support is available from our engineers.

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Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater, earth stabilization and wastewater treatment products. For information, visit www.contechES.com or call 800.338.1122

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The product(s) described may be protected by one or more of the following US patents: 5,322,629; 5,624,576; 5,707,527; 5,759,415; 5,788,848; 5,985,157; 6,027,639; 6,350,374; 6,406,218; 6,641,720; 6,511,595; 6,649,048; 6,991,114; 6,998,038; 7,186,058; 7,296,692; 7,297,266; 7,517,450 related foreign patents or other patents pending.

