

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
JANUARY 9, 2017 WORK STUDY MEETING
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara	_____	Trustee Miller	_____
Clerk Wright	_____	Trustee White	_____
Treasurer Budd	_____	Engineer Nummer	_____
Trustee Frazier	_____	Attorney McCauley	_____
Trustee Martin	_____	Secretary Montgomery	_____

UNFINISHED BUSINESS:

NEW BUSINESS:

- 1. Discussion on Resolution 2017-02 the Stormwater Maintenance Agreement with Constellium.
- 2. Discussion on Resolution 2017-03 the Stormwater Maintenance Agreement with Belleville Petroleum.
- 3. Discussion on Resolution 2017-04 the Stormwater Maintenance Agreement with Aldi Inc.

PUBLIC COMMENT:

ADJOURNMENT:

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

Work Study Date: 01/09/17

Board Meeting: 01/10/17

Consent Agenda _____

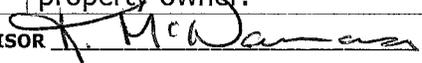
New Business X

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Constellium at 6331 Schooner St, Van Buren, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement with Constellium at 6331 Schooner Street and authorize the Supervisor and the Clerk or their designees to sign the permit and resolution 2017-02.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 6331 Schooner Street
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement ("AGREEMENT") is made and entered into as of December ____, 2016, by and among the CHARTER TOWNSHIP OF VAN BUREN, a Michigan body public, with principal offices located at 46425 Tyler Road, Van Buren Township, Michigan 48111, hereafter referred to as the "TOWNSHIP"; and ARCCSVBTMI001, LLC, a Michigan limited liability company, whose principal office is located at 6331 Schooner Drive, Belleville, Michigan 48111, hereafter referred to as the "OWNER". The TOWNSHIP and the OWNER are collectively referred to in this AGREEMENT as the "PARTIES".

WITNESSETH:

WHEREAS, the OWNER owns a certain real property located at 6331 Schooner Drive, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit D (the "PROPERTY"); and

WHEREAS, the OWNER proposes to develop the PROPERTY as a manufacturing facility and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (the "PLAN"); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the PROPERTY as part of the construction and development of the manufacturing facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed manufacturing facility and accommodate the OWNER and all future owners of the PROPERTY and/or manufacturing facility; and

WHEREAS, the OWNER wishes to outlet storm drainage from the PROPERTY through connection(s) within the PROPERTY being made by the OWNER. As shown on Exhibit A, attached hereto and made a part hereof by reference, the open ditch connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed manufacturing facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number M-47643 (the "PERMIT") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the PLAN, the CONNECTIONS and the FACILITY; and

WHEREAS, the TOWNSHIP and the OWNER desire to transfer the responsibilities of the PERMIT from the TOWNSHIP to the OWNER, or the OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this AGREEMENT.

NOW THEREFORE, in consideration of the premises, the foregoing recitals fully incorporated into this AGREEMENT and undertakings of the PARTIES set forth in this AGREEMENT, the PARTIES agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the PERMIT and shall pay all costs related to performing the requirements of the PERMIT and PLAN.
2. The TOWNSHIP may enter upon the PROPERTY upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, the TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the PROPERTY, or cause its agents or contractors to enter the PROPERTY and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and reasonable legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by the OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and reasonable attorney fees incurred by the TOWNSHIP in connection with such suit.
3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign the PERMIT to the OWNER, its successors and assigns, and the OWNER and its successors and assigns shall be bound by the PERMIT and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit B of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY becomes necessary, in the opinion of the regulating agencies, and the OWNER or its successors or assigns does not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or its successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or its successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the maintenance and repair obligations of the OWNER. It is the intention of the PARTIES that all costs

associated with or attributable to the FACILITY will at all times be paid by the OWNER as the OWNER's sole responsibility, cost and expense.

7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, reasonable attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or the CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the CONNECTIONS, or on account of any damages to the manufacturing facility, flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the PERMIT or the PLAN or any other obligations of this AGREEMENT; provided, however, that the foregoing indemnity obligations shall not extend to claims, costs, demands, actions, injuries, expenses, attorney fees or damages arising from the negligence or willful misconduct of the TOWNSHIP, its employees, agents, servants or elected officials.
8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the Wayne County Office of Public Services, and shall run with the land. Further, this AGREEMENT shall be binding on the PARTIES, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the manufacturing facility, to ensure that this AGREEMENT shall be binding on the PARTIES, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this AGREEMENT, the TOWNSHIP may record this AGREEMENT and the OWNER shall pay the costs associated therewith.
10. In the event of a failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this AGREEMENT, such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the PARTIES hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER: ARCCSVBTMI001, LLC
a Michigan limited liability company

By: _____
Jesse C. Galloway, Authorized Signatory

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this _____ day of December, 2016, before me personally came Jesse C. Galloway, to me known, who, being by me duly sworn did depose and say that he resides in _____; that he is an Authorized Signatory of ARCCSVBTMI001, LLC, the corporation described in and which executed the above instrument; that he knows the seal of the corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public, New York County, New York

My commission expires _____

TOWNSHIP: CHARTER TOWNSHIP OF VAN BUREN,
a Michigan body public

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Kevin McNamara and Leon Wright, the Supervisor and Clerk, respectively, of the Charter Township of Van Buren, a Michigan body public, on behalf of said body.

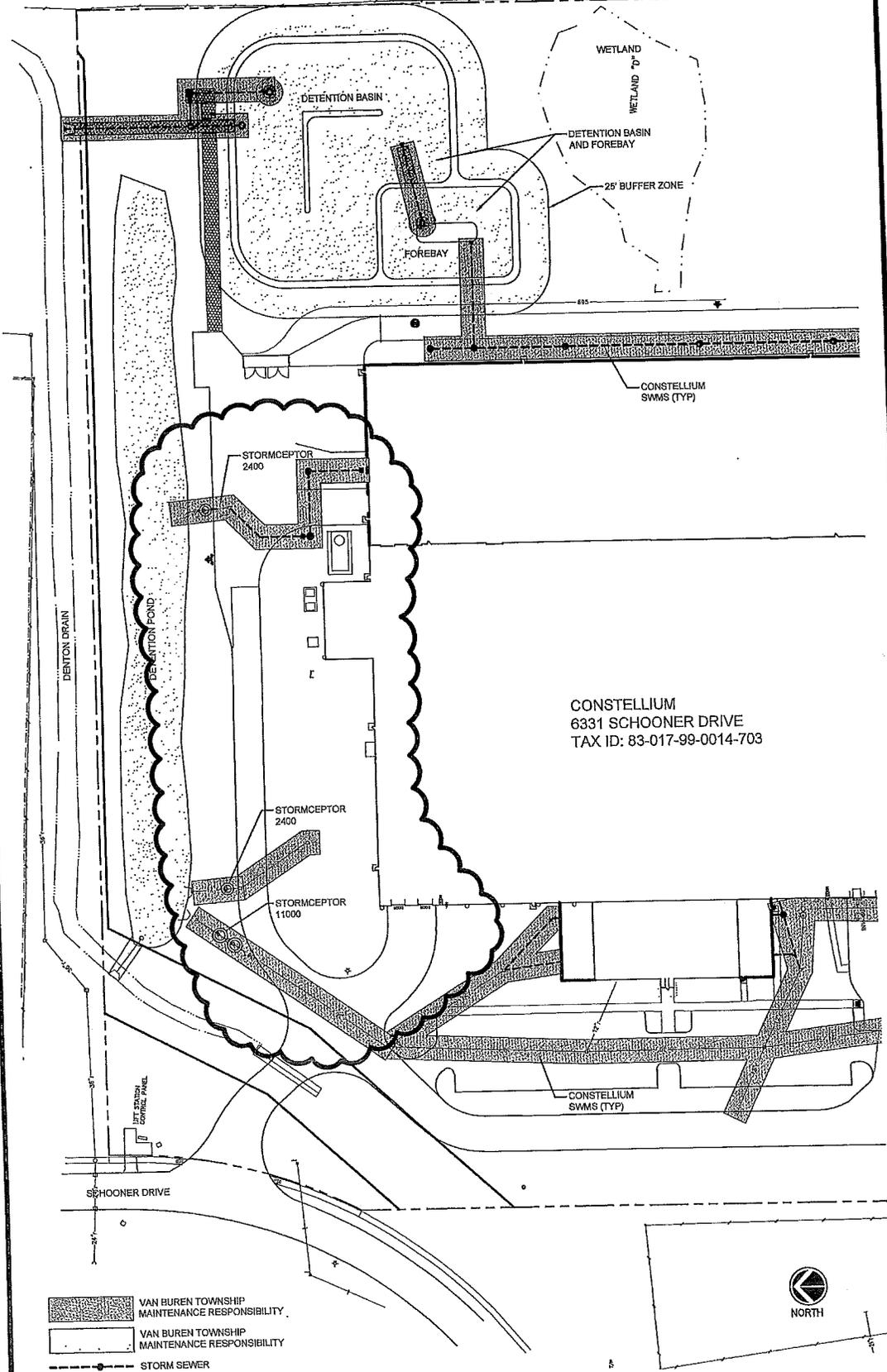
Notary Public, Wayne County, Michigan

My Commission expires: _____

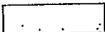
DRAFTED BY:
Wayne Perry, Desine Inc.
2183 Pless Drive, Brighton, MI 48114

WHEN RECORDED RETURN TO:
Attn: Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road, Belleville, MI 48111

EXHIBIT 'A'
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



CONSTELLIUM
6331 SCHOONER DRIVE
TAX ID: 83-017-99-0014-703

 VAN BUREN TOWNSHIP
MAINTENANCE RESPONSIBILITY
 VAN BUREN TOWNSHIP
MAINTENANCE RESPONSIBILITY
 STORM SEWER



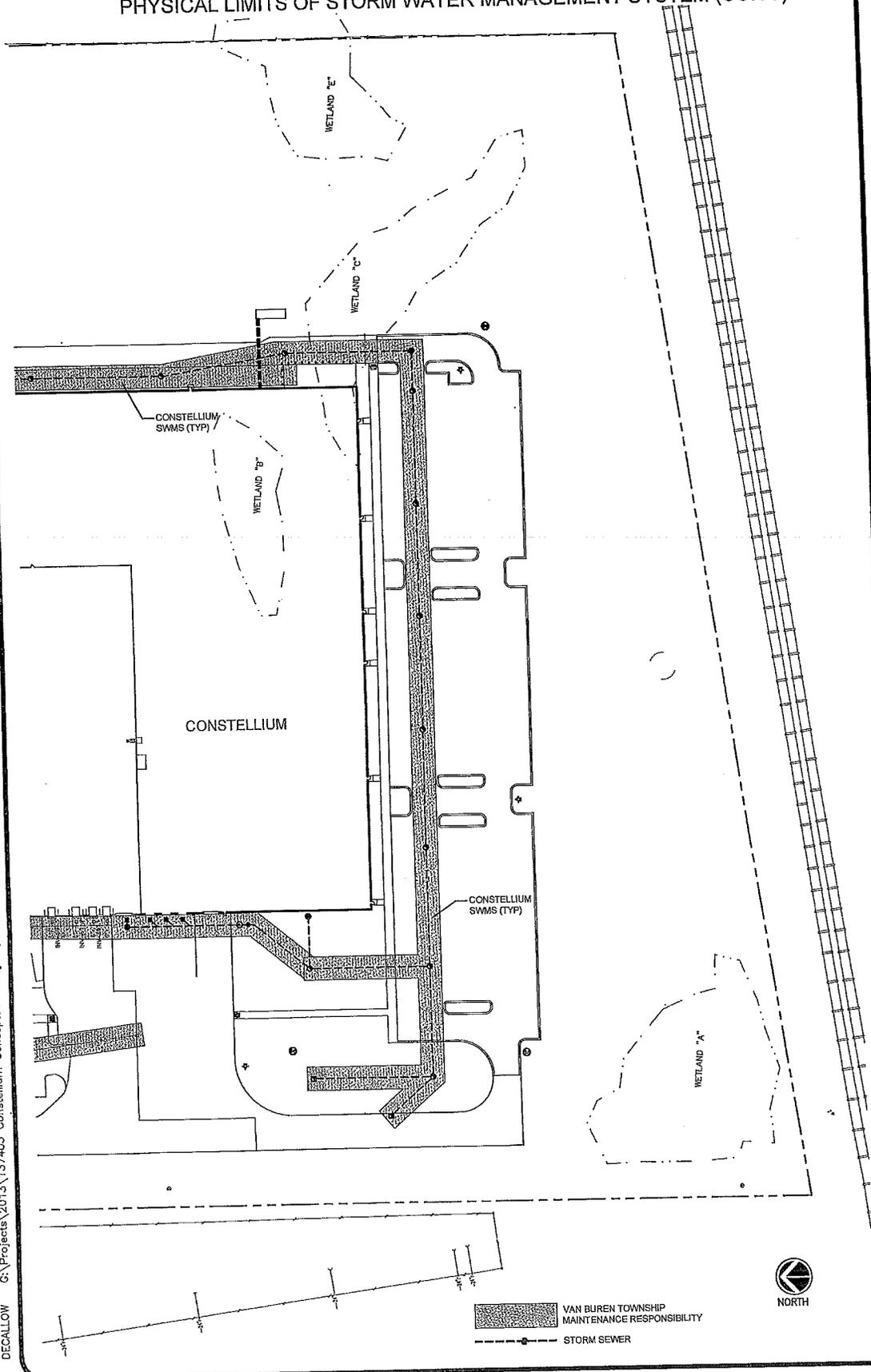
DECALLOW 6:\Projects\2013\137403 Constellium Conceptual Designs\Cad Working Drawings\137403CS1-00-11.dwg
 Aug 25, 2014 1:04pm

GHAFARI
 GHAFARI Associates, L.L.C.
 17101 Michigan Avenue
 Dearborn, MI 48128
 Tel 313-441-3000
 Fax 313-436-8030
 www.GHAFARI.com
 Architecture • Engineering • Consulting

PROJECT#:	137403.001
PROJ. MGR.:	MIKE DURAND
DESIGN:	DAVID PAMULA
CHECK:	DAVID PAMULA
FILENAME:	

SHEET#	1 OF 2
ISSUE DATE:	04-09-2014
ISSUED FOR:	STORM MAINTENANCE

EXHIBIT 'A'
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM (CONT')



DECALLON Aug 25, 2014 - 1:04pm G:\Projects\2013\137403 Constellium Conceptual Designs\Cad\Working Drawings\137403CS1-00-11.dwg

GHAFARI 
 GHAFARI Associates, L.L.C.
 17101 Michigan Avenue
 Dearborn, MI 48126
 Tel 313-441-3000
 Fax 313-436-8680
 www.GHAFARI.com
 Architecture • Engineering • Consulting

PROJECT#:	137403.001
PROJ. MGR.:	MIKE DURAND
DESIGN:	DAVID PAMULA
CHECK:	DAVID PAMULA
FILENAME:	

SHEET#	2 OF 2
ISSUE DATE:	04-09-2014
ISSUED FOR:	STORM MAINTENANCE

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Wayne County DPS Permit No.: M- 47643
Wayne County DPS Plan Review No.: R14-107

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, spillways, mechanical treatment structures, forebay, detention basin, pump station, outlet control structures and outlet pipes that conveys flow from the detention basin to Wayne County Denton Drain. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Constellium SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Delta Management is responsible for maintaining the Constellium SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Constellium SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Van Buren Township has assumed responsibility for long-term maintenance of Constellium SWMS. The resolution by which the Van Buren Township has assumed maintenance responsibility is attached to the permit as Exhibit C. Delta Management, through a maintenance agreement with Van Buren Township, has agreed to perform the maintenance activities required by this plan. Van Buren Township retains the right to enter the property and perform the necessary maintenance of the Constellium SWMS if Delta Management fails to perform the required maintenance activities. To ensure that the Constellium SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Van Buren Township and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1								
STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Inlets to Forebays & Detention Basin	Mechanical / Open Forebays & Det. Basin	Pump, Outlet Control Structures & Pipes	Buffer Strip	Spillways, Ripraps Pavement Areas, Others	FREQUENCY
Monitoring/Inspection								
Inspect for Sediment Accumulation**/Clogging of Stone Filter		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 Banks & Berms		X	X	X	X	X	X	Annually & After Major Events
Monitor Plantings/Vegetation				X		X		2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans		X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	X	Annually
Preventative Maintenance								
Mowing				X		X		As Needed, select areas only*
Remove Accumulated sediments		X	X	X	X			As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation		X	X	X	X	X		As Needed
Replace or Wash & Reuse risers stone filters				X				Every 3 years, or as needed***
Sweeping of Paved Surfaces, Others							X	As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion		X		X		X	X	As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas				X		X		As needed
Structural Repairs		X	X	X	X	X		As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	X	As Needed

NOTES: *Not to exceed the length allowed by local community ordinance. **Mechanical Treatment Structures, Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. *** Replace stones if they cannot be adequately cleaned.

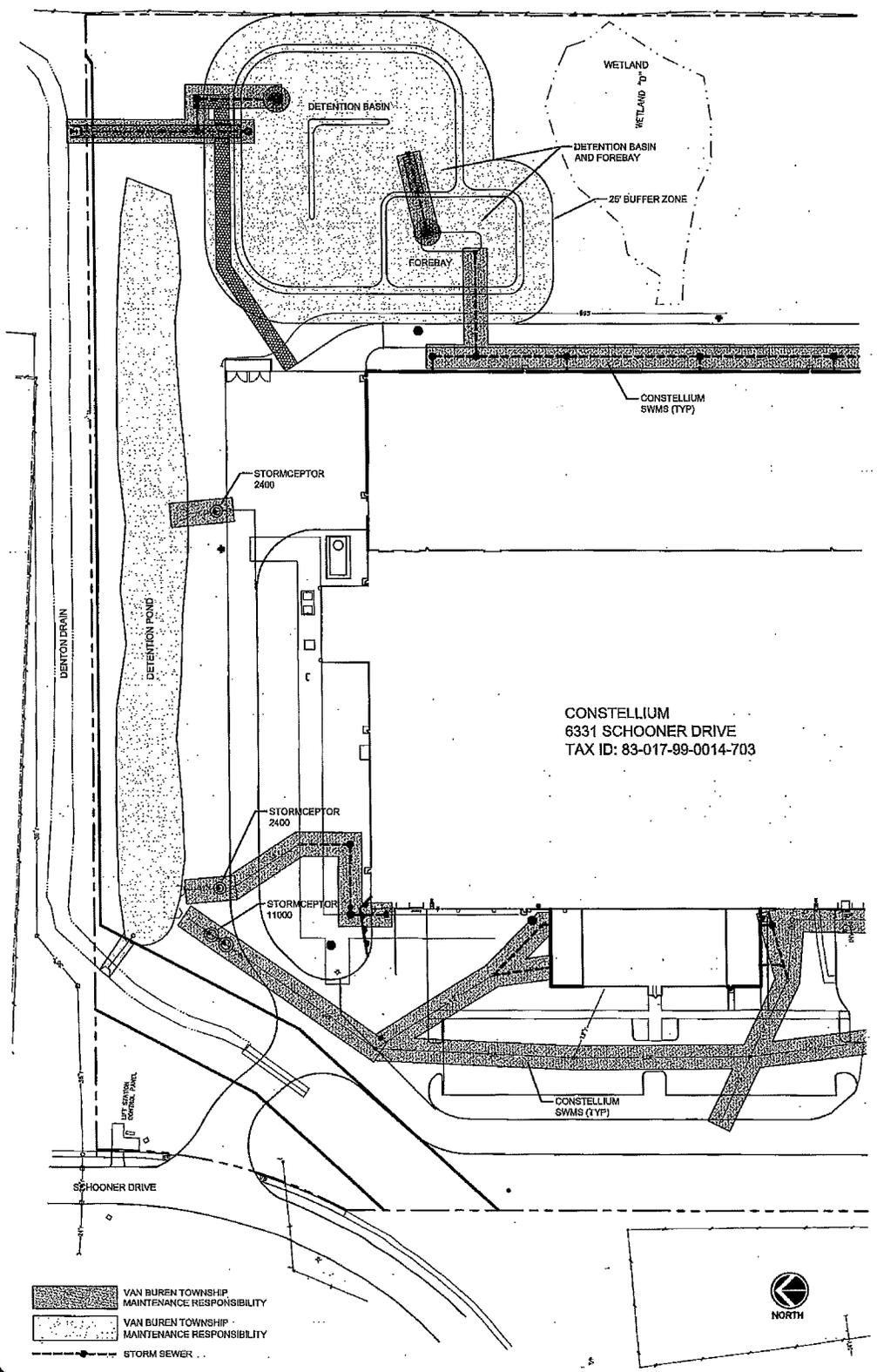
PROPERTY INFORMATION: Constellium Facility 6331 Schooner Drive Belleville, MI 48111 Wayne County, Michigan	PROPERTY OWNER: Delta Management 40680 Garfield, Suite 1A Clinton Township, MI 48038 Contact: Jim George Phone: 586-243-7443	ENGINEER: Ghafari Associates, LLC 17101 Michigan Avenue Dearborn, MI 4848126 Phone: (313) 441-3000 Email: www.ghafari.com
		DATE: 04/09/2014
		SHEET 1 OF 1

EXHIBIT D

Legal Description

Part of the Northeast $\frac{1}{4}$ of Section 5, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, described as: Commencing at the South $\frac{1}{4}$ corner of Section 32, Town 2 South, Range 8 East; thence along the North line of Section 5, as monumented (straight line between the South $\frac{1}{4}$ corner of Section 32, Town 2 South, Range 8 East, and the Northeast closing corner of Section 5, Town 3 South, Range 8 East), N88°07'52"E 954.40 feet; thence S04°28'18"E 1011.81 feet to the POINT OF BEGINNING; thence S04°28'18"E 1149.42 feet; thence along the Northerly line of the railroad, S77°31'39"W 1013.28 feet; thence N04°28'18"W 1079.57 feet; thence along the Southeasterly line of a road on a curve concave to the Northwest, radius 430.00 feet, central angle 27°52'31", chord bears N09°29'41"E 207.14 feet, an arc distance of 209.20 feet; thence N04°26'34"W 9.86 feet; thence N85°31'42"E 953.42 feet to the Point of Beginning. Containing 27.9346 acres. Subject to easements and restrictions of record.

EXHIBIT 'A'
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



CONSTELLUM
 6331 SCHOONER DRIVE
 TAX ID: 83-017-99-0014-703

 VAN BUREN TOWNSHIP
 MAINTENANCE RESPONSIBILITY
 VAN BUREN TOWNSHIP
 MAINTENANCE RESPONSIBILITY
 STORM SEWER



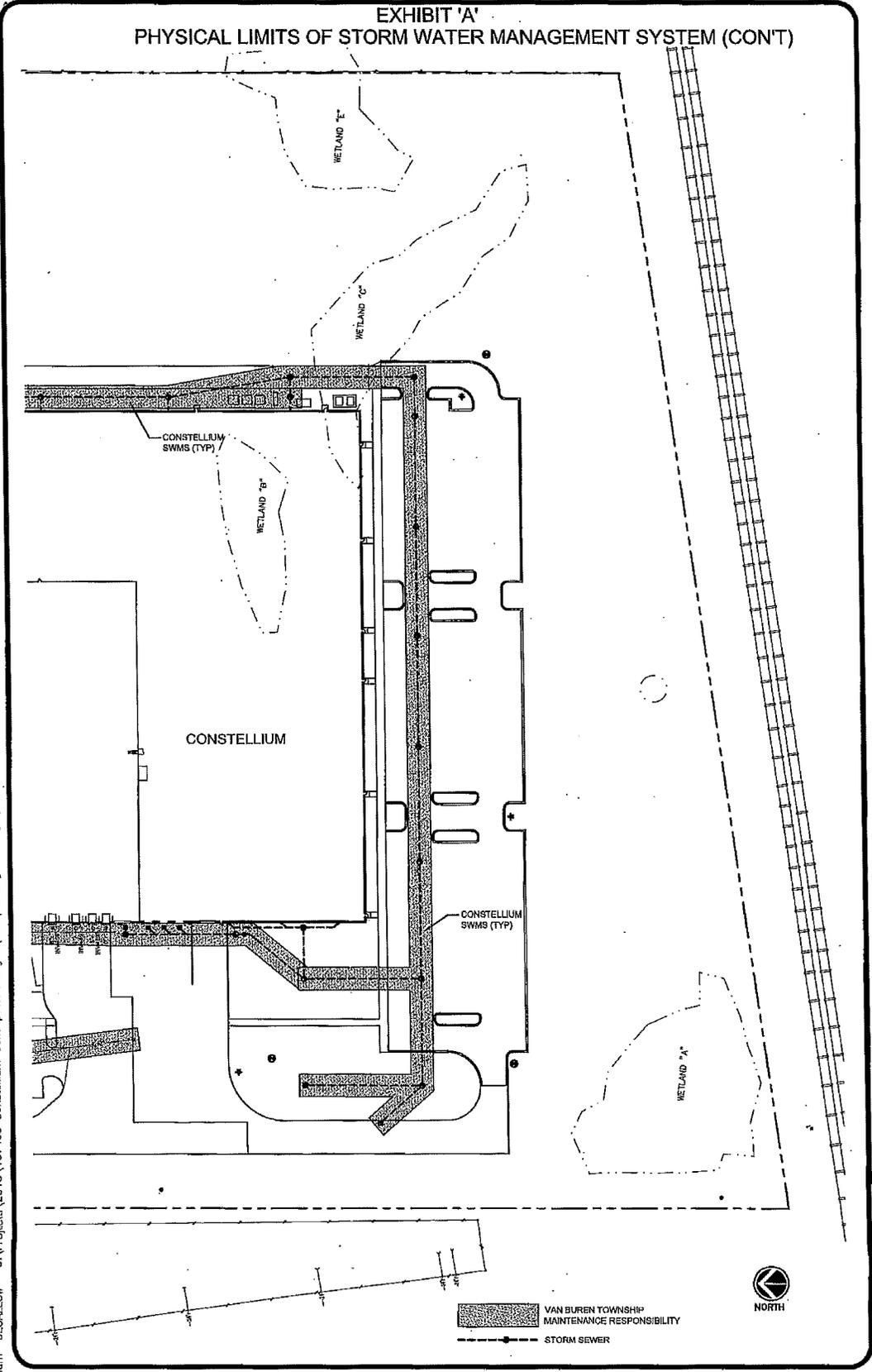
May 29, 2014 - 10:06am DECALLOW G:\Projects\2013\137403 Constellum Conceptual Designs\Cad Working Drawings\137403CS1-00-11.dwg

GHAFARI
 GHAFARI Associates, L.L.C.
 17101 Michigan Avenue
 Dearborn, MI 48126
 Tel 313-441-3000
 Fax 313-438-8630
 www.GHAFARI.com
 Architecture • Engineering • Consulting

PROJECT#: **137403.001**
 PROJ. MGR.: **MIKE DURAND**
 DESIGN: **DAVID PAMULA**
 CHECK: **DAVID PAMULA**
 FILENAME:

SHEET# **1 OF 2**
 ISSUE DATE: **04-09-2014**
 ISSUED FOR: **STORM MAINTENANCE**

EXHIBIT 'A'
 PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM (CON'T)



May 29, 2014 - 10:08am DECALLOW G:\Projects\2013\137403 Constellium Conceptual Designs\Cad Working Drawings\137403CS1-00-11.dwg

GHAFARI
 GHAFARI Associates, L.L.C.
 17101 Michigan Avenue
 Dearborn, MI 48126
 Tel 313-441-3000
 Fax 313-436-8630
 www.GHAFARI.com
 Architecture • Engineering • Consulting

PROJECT#:	137403.001
PROJ. MGR.:	MIKE DURAND
DESIGN:	DAVID PAMULA
CHECK:	DAVID PAMULA
FILENAME:	

SHEET#	2 OF 2
ISSUE DATE:	04-09-2014
ISSUED FOR:	STORM MAINTENANCE

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

**Wayne County DPS Permit No.: M-
Wayne County DPS Plan Review No.: R14-107**

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, spillways, mechanical treatment structures, forebay, detention basin, pump station, outlet control structures and outlet pipes that conveys flow from the detention basin to Wayne County Denton Drain. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Constellium SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

Delta Management is responsible for maintaining the Constellium SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Constellium SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Van Buren Township has assumed responsibility for long-term maintenance of Constellium SWMS. The resolution by which the Van Buren Township has assumed maintenance responsibility is attached to the permit as Exhibit C. Delta Management, through a maintenance agreement with Van Buren Township, has agreed to perform the maintenance activities required by this plan. Van Buren Township retains the right to enter the property and perform the necessary maintenance of the Constellium SWMS if Delta Management fails to perform the required maintenance activities. To ensure that the Constellium SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Van Buren Township and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE								
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Inlets to Forebays & Detention Basin	Mechanical / Open Forebays & Det. Basin	Pump, Outlet Control Structures & Pipes	Buffer Strip	Spillways, Ripraps Pavement Areas, Others	FREQUENCY
Monitoring/Inspection								
Inspect for Sediment Accumulation**/Clogging of Stone Filter	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 Banks & Berms	X	X	X	X	X	X		Annually & After Major Events
Monitor Plantings/Vegetation			X		X			2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans	X	X	X	X	X	X		Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	X		Annually
Preventative Maintenance								
Mowing			X		X			As Needed, select areas only*
Remove Accumulated sediments	X	X	X	X				As needed**
Remove Floatables, Debris, Invasive & Dead Vegetation	X	X	X	X	X			As Needed
Replace or Wash & Reuse risers stone filters			X					Every 3 years, or as needed***
Sweeping of Paved Surfaces, Others							X	As Needed
Remedial Actions								
Repair/Stabilize Areas of Erosion	X		X		X	X		As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas			X		X			As needed
Structural Repairs	X	X	X	X	X			As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	X		As Needed

NOTES: *Not to exceed the length allowed by local community ordinance. **Mechanical Treatment Structures, Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. *** Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION: Constellium Facility 6331 Schooner Drive Belleville, MI 48111 Wayne County, Michigan	PROPERTY OWNER: Delta Management 40680 Garfield, Suite 1A Clinton Township, MI 48038 Contact: Phone:	ENGINEER: Ghafari Associates, LLC 17101 Michigan Avenue Dearborn, MI 484126 Phone: (313) 441-3000 Email: www.ghafari.com	DATE: 2/ 25/2014 SHEET 1 OF 1
---	--	--	--

RESOLUTION 2017-02

CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD

LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR ARCCSVBTMI001, LLC

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees
on _____, 2017, the following resolution was offered

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, ARCCSVBTMI001, LLC (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named Constellium Facility (“Project”) located at 6331 Schooner Road in Belleville, Michigan 48111; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-14-107; and permit number M-47643; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 6331 Schooner Drive, Belleville, MI 48111 (parcel V125-83 017-99-0014-703) in Van Buren Township by the Developer, a Michigan Limited Liability corporation, whose address is 6331 Schooner Drive, Belleville, MI 48111; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of

jurisdiction and maintenance excludes all storm water related structures in Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 6331 Schooner Drive, Belleville, MI 48111 (parcel V125-83 017-99-0014-703.)

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-47643 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 6331 Schooner Drive, Belleville, MI 48111 (parcel V125-83 017-99-0014-703) in Van Buren.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of January, 2017.

Leon Wright, CMC

Clerk, Charter Township of Van Buren

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 01/09/17

Board Meeting: 01/10/17

Consent Agenda _____

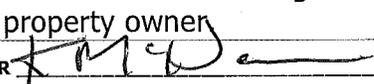
New Business X

Unfinished Business: _____

Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Belleville Petroleum at 15400 Sumpter, Van Buren, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement with Belleville Petroleum at 15400 Sumpter, and authorize the Supervisor and the Clerk or their designees to sign the permit and resolution 2017-03.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 15400 Sumpter.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. <small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner
APPROVAL OF SUPERVISOR	

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (“AGREEMENT”) made and entered into as of Sept 22 2016, by and among the CHARTER TOWNSHIP OF VAN BUREN, a municipal corporation, with principal offices located at 46425 Tyler Road, Van Buren Township, MI 48111, hereafter referred to as the “TOWNSHIP”; and Belleville Petroleum inc., a Michigan company, whose principal office is located at 15400 sumpter rd, Belleville, Michigan 48111, hereafter referred to as “OWNER”.

WITNESSETH:

WHEREAS, the OWNER owns a certain real property located at 15400 sumpter rd, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A; and

WHEREAS, the OWNER proposes to develop the property described on Exhibit A as a manufacturing facility and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (“Plan”); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the proposed manufacturing facility property as part of the construction and development of the manufacturing facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed manufacturing facility and accommodate the OWNER and all future owners of the property and/or manufacturing facility; and

WHEREAS, the OWNER wishes to outlet storm drainage from the proposed manufacturing facility property through connection(s) within the property described in Exhibit A, the connection being made by OWNER as shown on Exhibit A. As shown on Exhibit A, attached hereto and made a part hereof by reference, the open ditch connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed manufacturing facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number M 48269 ("Permit") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the OWNER's Plan, CONNECTIONS and FACILITY; and

WHEREAS, the TOWNSHIP and OWNER desire to transfer the responsibilities of the Permit from the TOWNSHIP to the OWNER, or OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this Agreement.

NOW THEREFORE, in consideration of the premises, the foregoing recitals fully incorporated into this Agreement and undertakings of the parties set forth in this AGREEMENT, the parties agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the Permit and shall pay all costs related to performing the requirements of the Permit and Plan.
2. The TOWNSHIP may enter upon the OWNER's property upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause its agents or contractors to enter the Property and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such

actions by the TOWNSHIP, including notices by the TOWNSHIP and actual legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and actual attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed manufacturing facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign to the OWNER, its successors and assigns, the revocable Permit executed between the TOWNSHIP and the WAYNE COUNTY OFFICE OF PUBLIC SERVICES authorizing the CONNECTIONS, as shown on Exhibit A, and the OWNER and their successors or assigns shall be bound by said revocable Permit and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit "B" of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY within the manufacturing facility becomes necessary, in the opinion of the regulating agencies, and the OWNER or their successors or assigns do not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or their successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or their successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the Maintenance and Repair Obligations of OWNER. It is the intention of the Parties that all costs associated with or attributable to the Storm Water Maintenance FACILITY will at all times be paid by the OWNER as OWNER's sole responsibility, cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance,

repair, operation (or omission in such regard) or use of the FACILITY or CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the manufacturing facility into the CONNECTIONS, or on account of any damages to the manufacturing facility, flooding of the manufacturing facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the Permit or Plan or any other obligations of this Agreement.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the WAYNE COUNTY OFFICE OF PUBLIC SERVICES, and shall run with the land. Further, this AGREEMENT shall be binding on the parties, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the retail facility, to ensure that this AGREEMENT shall be binding on the parties, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this Agreement, the TOWNSHIP may record the Agreement and the OWNER shall pay the costs associated therewith.
10. Failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this Agreement such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the parties hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}

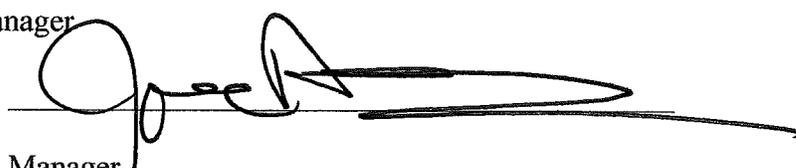
IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER:
Belleville petroleum Inc.
15400 Sumpter rd
Belleville Mi, 48111

By: Joe Nasser

Its: Manager

By:



Its: Manager

-and-

By:

Its:

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22 day of SEPT, 2016, by JOE NASSER in his capacity as Manager of Belleville Petroleum inc, a Michigan company,



Notary Public, _____ County, _____

My commission expires: _____

MIKE GAGGO
Notary Public, State of Michigan
County of Oakland
My Commission Expires Feb. 04, 2019
Acting in the County of Oakland

{Signatures on the following page}

TOWNSHIP:
CHARTER TOWNSHIP OF VAN BUREN,
a Michigan Body Public

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017,
by Kevin McNamara and Leon Wright, the Supervisor and Clerk, respectively, of the Charter
Township of Van Buren, a Michigan body public, on behalf of said body.

Notary Public, Wayne County, Michigan

My Commission expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Clerk's Office
Attn: Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road
Belleville, MI 48111

PERMIT OFFICE 33809 MICHIGAN AVE WAYNE, MI 48184, PHONE (734) 595-6504 FAX (734) 595-6356
72 HOURS BEFORE ANY CONSTRUCTION. CALL Mark Davis (734) 595-6504, Ext: 2029 FOR INSPECTION



WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES
PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PERMIT No.	
M-48269	
ISSUE DATE	EXPIRES
7/13/2015	
REVIEW No.	WORK ORDER
R 12-100	

PROJECT NAME
 MAINTENANCE PERMIT FOR BELLEVILLE PETROLEUM GAS STATION & CONVENIENCE STO

LOCATION
 SUMPTER ROAD (SUMPTER AND HULL ROADS)

CITY/TWP
 VAN BUREN TWP

PERMIT HOLDER VAN BUREN TOWNSHIP 46425 TYLER RD BELLEVILLE, MI 48111	CONTRACTOR
CONTACT BRENDA KURTZ (734) 699-8913	CONTACT <BLANK>

DESCRIPTION OF PERMITTED ACTIVIT *(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)*

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE LOCAL MUNICIPALITY TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF VAN BUREN SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND (C) OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

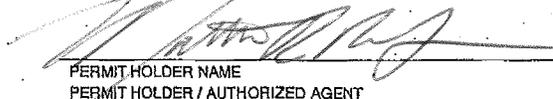
THE TOWNSHIP OF VAN BUREN SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF VAN BUREN SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY Belleville Petroleum	REQUIRED ATTACHMENTS EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM EXHIBIT 'B': LONG TERM MAINTENANCE PLAN EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)
PLANS APPROVED BY Kassem, H.	(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

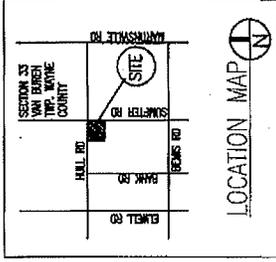

10/20/16
WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PERMIT HOLDER NAME / AUTHORIZED AGENT DATE PREPARED BY

VALIDATED BY . Ms. JANICE CLARKE DATE

EXHIBIT "A"

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 33, TOWN 33 SOUTH, RANGE 6 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN, BEING PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 33, TOWN 33 SOUTH, RANGE 6 EAST, VAN BUREN TOWNSHIP, WAYNE COUNTY, MICHIGAN;

THENCE SOUTH 80 DEGREES 50 MINUTES 50 SECONDS WEST 210.00 FEET ALONG THE NORTH LINE OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF HULL ROAD (60.0 FEET WIDE);

THENCE SOUTH 00 DEGREES 20 MINUTES 20 SECONDS WEST 210.00 FEET;

THENCE NORTH 80 DEGREES 50 MINUTES 50 SECONDS EAST 210.00 FEET TO A POINT OF THE EAST LINE OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF HULL ROAD (60.0 FEET WIDE);

THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 20 MINUTES 20 SECONDS EAST 160.00 FEET TO THE POINT OF BEGINNING.

AND PARCEL CONTAINING 1.0 ACRES OR LESS OF LAND BEING SUBJECT TO THE EGRESS OF THE WEST SUMPTER ROAD (60.0 FEET WIDE) AND SUMPTER ROAD (60.0 FEET WIDE), AND ANY OTHER EGRESS AND RESTRICTIONS OF RECORD. (PARCEL I. D. # 82-122-09-0002-002).

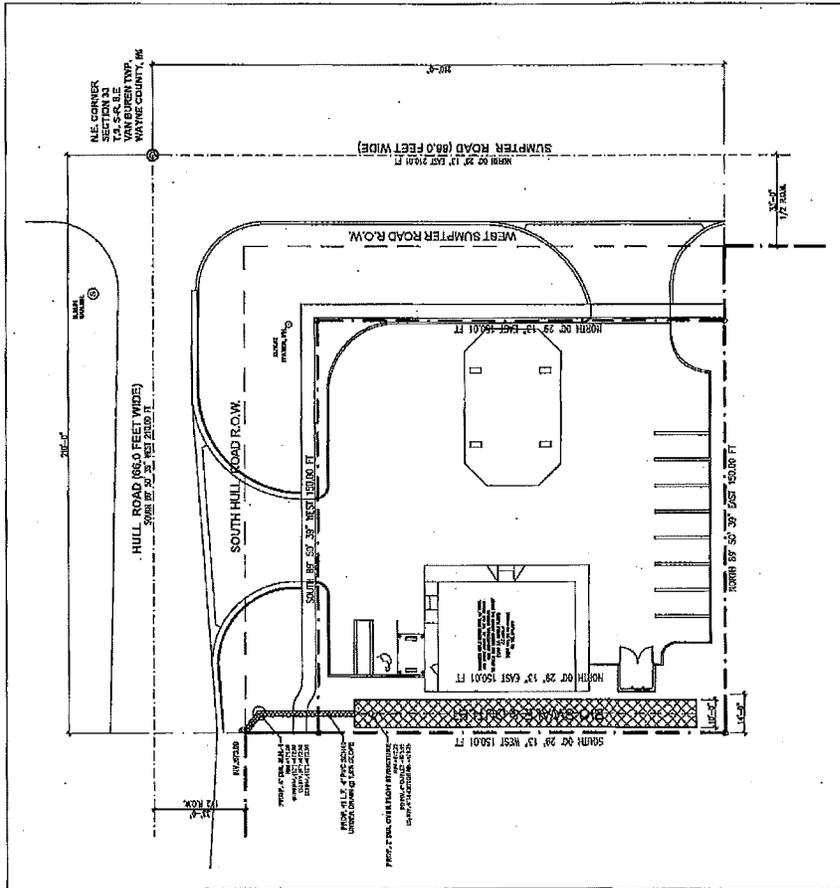


Property Owner:
JOE NASSER
 BELLEVILLE PETROLEUM
 15400 SUMPTER ROAD
 BELLEVILLE, MICHIGAN

Sheet Title:
 WAYNE COUNTY
 STORM WATER MANAGEMENT SYSTEM
 "EXHIBIT A"

Engineer:
E.S.E.T., INC.
 14611 McRae
 Livonia, Michigan 48154
 Phone: (734)778-2883

Drawn By: D.H. **Checked By:** J.E.D. **Approved By:** J.E.D.
Date: 05-11-2015 **Sheet Number:**
Scale: 1/64" = 1'-0" **C = SWICA**



LEGEND:

VAN BUREN TOWNSHIP
 STORM WATER MANAGEMENT



EXHIBIT "B"

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

WAYNE COUNTY DPS PERMIT NO.:
WAYNE COUNTY DPS PLAN REVIEW NO.: R12 - 100

A. PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM

THE STORM WATER MANAGEMENT SYSTEM (SWMS) SUBJECT TO THIS LONG-TERM MAINTENANCE PLAN (PLAN) IS DEPICTED ON EXHIBIT A TO THE PERMIT AND INCLUDES WITHOUT LIMITATION THE STORM SEWERS, SWALES, CATCH BASINS, MANHOLES, INLETS, BIORETENTION AREA, OVERFLOW STRUCTURE AND OUTLET PIPE THAT CONVEYS FLOW FROM THE BIORETENTION TO A STORM CATCH BASIN WITHIN THE RIGHT-OF-WAY OF HULL. FOR THE PURPOSES OF THIS PLAN, THIS STORM WATER MANAGEMENT SYSTEM AND ALL OF ITS COMPONENTS AS SHOWN IN EXHIBIT A IS REFERRED TO AS "GAS STATION & CONVENIENCE STORE PARKING LOT" SWMS.

B. TIME FRAME FOR LONG-TERM MAINTENANCE RESPONSIBILITY

THE "BELLEVILLE PETROLEUM" IS RESPONSIBLE FOR MAINTAINING THE GAS STATION & CONVENIENCE STORE PARKING LOT SWMS, INCLUDING COMPLYING WITH APPLICABLE REQUIREMENTS OF THE LOCAL OR WAYNE COUNTY SOIL EROSION AND SEDIMENTATION CONTROL PROGRAM UNTIL WAYNE COUNTY RELEASES THE CONSTRUCTION PERMIT. LONG-TERM MAINTENANCE RESPONSIBILITY FOR THE GAS STATION & CONVENIENCE STORE PARKING LOT SWMS COMMENCES WHEN DEFINED BY THE MAINTENANCE PERMIT ISSUED BY THE COUNTY. LONG-TERM MAINTENANCE CONTINUES IN PERPETUITY.

C. MANNER OF INSURING MAINTENANCE RESPONSIBILITY

VAN BUREN TOWNSHIP HAS ASSUMED RESPONSIBILITY FOR LONG-TERM MAINTENANCE OF GAS STATION & CONVENIENCE STORE PARKING LOT SWMS. THE RESOLUTION BY WHICH THE CHARTER TOWNSHIP HAS ASSUMED MAINTENANCE RESPONSIBILITY IS ATTACHED TO THE PERMIT AS EXHIBIT C. THE BELLEVILLE PETROLEUM THROUGH A MAINTENANCE AGREEMENT WITH VAN BUREN TOWNSHIP HAS AGREED TO PERFORM THE MAINTENANCE ACTIVITIES REQUIRED BY THIS PLAN. VAN BUREN TOWNSHIP RETAINS THE RIGHT TO ENTER THE PROPERTY AND PERFORM THE NECESSARY MAINTENANCE OF THE GAS STATION & CONVENIENCE STORE PARKING LOT SWMS IF BELLEVILLE PETROLEUM FAILS TO PERFORM THE REQUIRED MAINTENANCE ACTIVITIES. TO ENSURE THAT THE GAS STATION & CONVENIENCE STORE PARKING LOT SWMS MAINTENANCE AGREEMENT (AGREEMENT) OF THE PHYSICAL LIMITS OF THE STORM WATER MANAGEMENT SYSTEM (SWMS) (THIS PLAN (EXHIBIT B), THE RESOLUTION ATTACHED AS EXHIBIT C, AND THE MAINTENANCE AGREEMENT BETWEEN THE VAN BUREN TOWNSHIP AND THE PROPERTY OWNER WILL BE RECORDED WITH THE WAYNE COUNTY REGISTER OF DEEDS. UPON RECORDING, A COPY OF THE RECORDED DOCUMENTS WILL BE PROVIDED TO THE COUNTY.

D. LONG-TERM MAINTENANCE PLAN AND SCHEDULE

TABLE 1 IDENTIFIES THE MAINTENANCE ACTIVITIES TO BE PERFORMED, ORGANIZED BY CATEGORY (MONITORING / INSPECTIONS, PREVENTATIVE MAINTENANCE AND REMEDIAL ACTIONS), WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE BIORETENTION, BUFFER STRIP, OR WATER COURSES. TABLE 1 ALSO IDENTIFIES SITE-SPECIFIC WORK NEEDED TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED.

COMPONENTS	FREQUENCY	
	ANNUALLY	ANNUALLY AND AFTER MAJOR EVENTS
BIO-RETENTION AREA	X	X
DRAINAGE STRUCTURES	X	X
CATCH BASIN	X	X
STORM SEWER SYSTEMS	X	X
PARKING AREAS & DRIVES	X	AS NEEDED
INLET TO BIO-RETENTION AREA	X	AS NEEDED
BUFFER STRIP	X	TWO (2) TIMES / YEAR
OVERFLOW STRUCTURES & OUTLET PIPES	X	ANNUALLY
MAINTENANCE ACTIVITIES (MONITORING / INSPECTIONS)		
INSPECTION FOR SEDIMENT ACCUMULATION / CLOGGING OF STONE FILLER	X	
INSPECT FOR FLOATABLE, DEAD VEGETATION & DEBRIS	X	
SWEEP PARKING AREAS & DRIVES	X	
INSPECT ALL COMPONENTS DURING WET WEATHER & COMPARE TO AS-BUILT PLANS	X	
MONITOR PLANTS / VEGETATION	X	
ENSURE MEANS OF ACCESS FOR MAINTENANCE	X	
REMAIN CLEAR / OPEN	X	
INSPECT FOR OIL ACCUMULATION	X	
REMOVAL OF OIL ACCUMULATION (VACUUM TRUCK)	X	
OIL & GASOLINE SPILLS	X	

TABLE 1



Property Owner:
JOE NASSER
BELLEVILLE PETROLEUM
15400 SUMPTER ROAD
BELLEVILLE, MI 48111

Sheet Title:
WAYNE COUNTY
STORM WATER MANAGEMENT SYSTEM
"EXHIBIT B"

Engineer:
E.S.E.T., INC.
14611 Melrose
Livonia, Michigan 48154
Phone: (734)778-2883

Drawn By: D.H. Checked By: J.E.D. Approved By: J.E.D.
Date: 06-03-2015 **Sheet Number:** C-9WCB
Scale: N/A

RESOLUTION 2017-03

CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD

LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR BELLEVILLE PETROLEUM INC.

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees
on _____, 2017, the following resolution was offered

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, Belleville Petroleum Inc., (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named Clark Gas Station (“Project”) located at 15400 Sumpter in Belleville, Michigan 48111; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-12-100; and permit number M-48269; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 15400 Sumpter, Belleville, MI 48111 (parcel V125-83-129-99-0002-002) in Van Buren Township by the Developer, a Michigan company, whose address is 15400, Belleville, MI 48111; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of jurisdiction and maintenance excludes all storm water related structures in

Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 15400 Sumpter, Belleville, MI 48111 (parcel V125-83-129-99-0002-002.)

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-48269 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 15400 Sumpter, Belleville, MI 48111 (parcel V125-83-129-99-0002-002) in Van Buren.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of January, 2017.

Leon Wright, CMC

Clerk, Charter Township of Van Buren

Charter Township of Van Buren

Agenda Item: _____

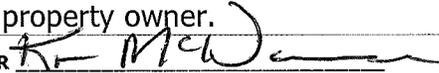
REQUEST FOR BOARD ACTION

Work Study Date: 01/09/17
Board Meeting: 01/10/17

Consent Agenda _____ **New Business** X Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Aldi Inc., at 9899 Belleville in Van Buren, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement with Aldi Inc., at 9899 Belleville, and authorize the Supervisor and the Clerk or their designees to sign the permit and resolution 2017-04.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 9899 Belleville.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement (this "AGREEMENT") is made and entered into as of August _____, 2016, by and among the CHARTER TOWNSHIP OF VAN BUREN, a Michigan body public, with principal offices located at 46425 Tyler Road, Van Buren Township, Michigan 48111, hereafter referred to as the "TOWNSHIP"; and ALDI Inc. (Michigan), a Michigan corporation, whose principal office is located at 2625 North Stockbridge Road, Webberville, Michigan 48892, hereafter referred to as the "OWNER". The TOWNSHIP and the OWNER are collectively referred to in this AGREEMENT as the "PARTIES".

WITNESSETH:

WHEREAS, the OWNER owns certain real property located at _____, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A (the "PROPERTY"); and

WHEREAS, the OWNER proposes to develop the PROPERTY as a retail grocery store and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (the "PLAN"); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the PROPERTY as part of the construction and development of the retail grocery store and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed retail grocery store and accommodate the OWNER and all future owners of the PROPERTY and/or the retail grocery store; and

WHEREAS, the OWNER wishes to outlet storm drainage from the PROPERTY through connections within the PROPERTY being made by the OWNER. As shown on Exhibit A, attached hereto and made a part hereof by reference, the storm sewer connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed retail grocery store and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number _____ (the "PERMIT") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the PLAN, the CONNECTIONS and the FACILITY; and

WHEREAS, the TOWNSHIP and the OWNER desire to transfer the responsibilities of the PERMIT from the TOWNSHIP to the OWNER, or the OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this AGREEMENT.

NOW THEREFORE, in consideration of the premises, the foregoing recitals fully incorporated into this AGREEMENT and undertakings of the PARTIES set forth in this AGREEMENT, the PARTIES agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the PERMIT and shall pay all costs related to performing the requirements of the PERMIT and the PLAN.
2. The TOWNSHIP may enter upon the PROPERTY upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, the TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the PROPERTY, or cause its agents or contractors to enter the PROPERTY and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and reasonable

legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by the OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and reasonable attorney fees incurred by the TOWNSHIP in connection with such suit.

3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on the PLAN within the FACILITY for the purpose of draining the proposed retail grocery store in the manner depicted on Exhibit A.
4. The TOWNSHIP shall assign the PERMIT to the OWNER, its successors and assigns, and the OWNER and its successors and assigns shall be bound by the PERMIT and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit B of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY becomes necessary, in the opinion of the regulating agencies, and the OWNER, or its successors or assigns, does not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or its successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or its successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the maintenance and repair obligations of the OWNER. It is the intention of the PARTIES that all costs associated with or attributable to the FACILITY will at all times be paid by the OWNER as the OWNER's sole responsibility, cost and expense.
7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, reasonable attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or the CONNECTIONS or the use of the Wayne County storm water

management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the retail grocery store into the CONNECTIONS, or on account of any damages to the retail grocery store, flooding of the retail grocery store or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the PERMIT or the PLAN or any other obligations of this AGREEMENT; provided, however, that the foregoing indemnity obligations shall not extend to claims, costs, demands, actions, injuries, expenses, attorney fees or damages arising from the negligence or willful misconduct of the TOWNSHIP, its employees, agents, servants or elected officials.

8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the Wayne County Office of Public Services, and shall run with the land. Further, this AGREEMENT shall be binding on the PARTIES, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the retail grocery store, to ensure that this AGREEMENT shall be binding on the PARTIES, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this AGREEMENT, the TOWNSHIP may record this AGREEMENT and the OWNER shall pay the costs associated therewith.
10. In the event of a failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this AGREEMENT, such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the PARTIES covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their respective duly authorized officers, managers, or members all as of the day and year above written.

OWNER:

ALDI INC. (MICHIGAN), a Michigan corporation

By: *Ryan Fritsch* *David Kapusanski*
Ryan Fritsch David Kapusanski
Its: Vice President Dir. of Real Estate

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this 18 day of August, 2016, by Ryan Fritsch in his capacity as Vice President of ALDI Inc. (Michigan), a Michigan corporation, on behalf of such corporation.

Cynthia Mavis Bowling

Notary Public, Livingston County, MI.

My commission expires: 10/2/2019

CYNTHIA MAVIS BOWLING
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires Oct. 02, 2019
Acting in the County of Livingston

{Signatures on the following page}

TOWNSHIP:
CHARTER TOWNSHIP OF VAN BUREN,
a Michigan Body Public

By: _____
Kevin McNamara, Supervisor

By: _____
Leon Wright, Clerk, CMC

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017,
by Kevin McNamara and Leon Wright, the Supervisor and Clerk, respectively, of the Charter
Township of Van Buren, a Michigan body public, on behalf of said body.

Notary Public, Wayne County, Michigan

My Commission expires: _____

DRAFTED BY AND WHEN
RECORDED RETURN TO:

Clerk's Office
Attn: Leon Wright, Clerk
Charter Township of Van Buren
46425 Tyler Road
Belleville, MI 48111

EXHIBIT A

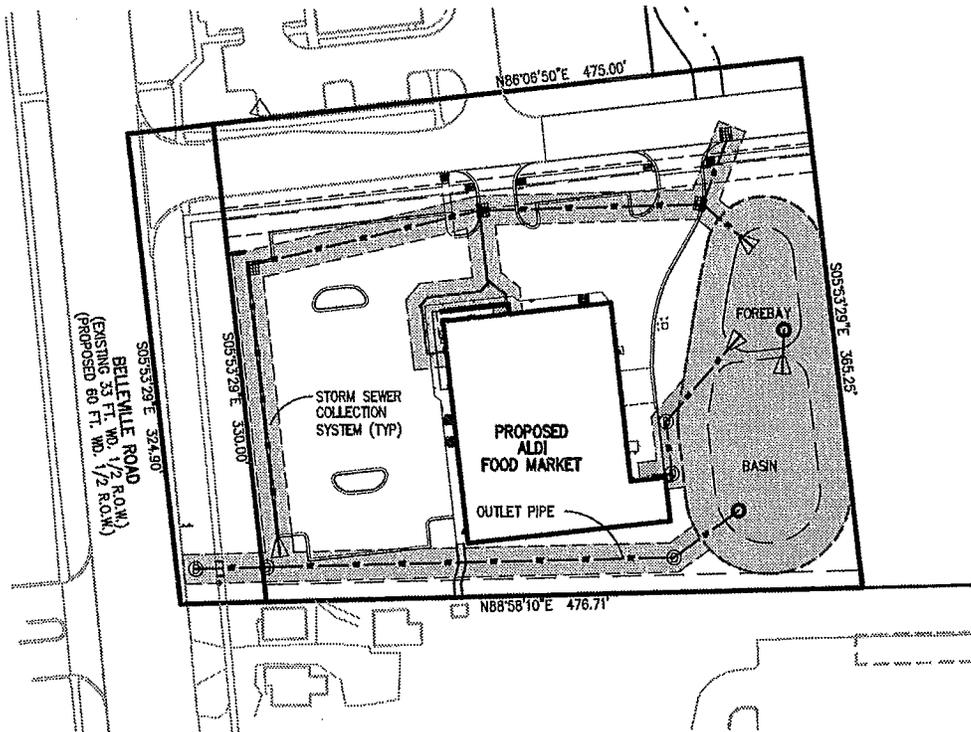
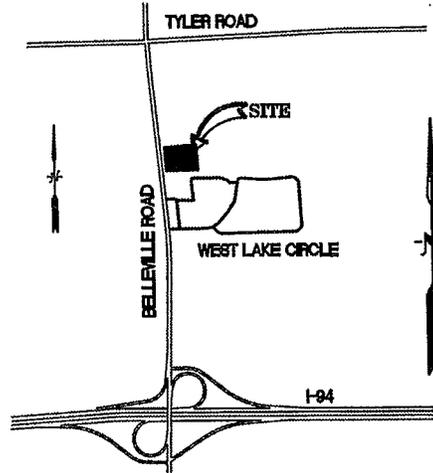
PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

LEGAL DESCRIPTION PROPOSED PARCEL A

Land Situated in the State of Michigan, County of Wayne, Township Van Buren, being more particularly described as follows:
Commencing at the Northwest Corner of Section 15, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence S05°53'29"E 1238.22 feet along the West line of said Section 15; thence along the boundary line of Parcel No.

83-058-99-0007-703 as previously described in Warranty Deed and recorded in Liber 51385, Page 29, Wayne County Records the following two courses:

- (1) N88°58'10"E 371.84 feet and
 - (2) S05°53'10"E 193.62 feet to the POINT OF BEGINNING;
- thence N84°06'50"E 104.52 feet; thence S05°53'29"E 365.25 feet; thence S88°58'10"W 476.71 feet; thence N05°53'29"W 324.91 feet along the West line of said Section 15, also being the nominal centerline of Belleville Road (33 foot wide 1/2 existing Right-of-Way - 60 foot wide 1/2 proposed Right-of-Way); thence N84°06'50"E 370.48 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Section 15, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan.
Containing 3.76 acres of land, more or less. Subject to the rights of the public over that portion thereof as occupied by Belleville Road, also subject to and together with all easements and restrictions affecting title to the above described premises.



WAYNE COUNTY DPS PERMIT: M-
WAYNE COUNTY DPS PLAN REVIEW: R16-202

LEGEND

- VAN BUREN TOWNSHIP STORM MAINTENANCE RESPONSIBILITY
- ST — EXISTING STORM SEWER
- ST — PROPOSED STORM SEWER
- CATCH BASIN
- DRMANHOLE
- FLARED END SECTION
- CONTROL STRUCTURE

PROJECT:
ALDI FOOD MARKET #63
BELLEVILLE ROAD
VAN BUREN TOWNSHIP
WAYNE COUNTY

CLIENT:
ALDI INC.
2625 N. STOCKBRIDGE ROAD
WEBBERVILLE, MICHIGAN 48892
(517) 521-3907

SCALE: 1"=100'
PROJECT No.: 0152629
DWG NAME: 2629-EXHIBIT
JULY 1, 2016

DESIGN INC
(810) 227-9533
CIVIL ENGINEERS
LAND SURVEYORS
2183 PLESS DRIVE
BRIGHTON, MICHIGAN 48114

EXHIBIT B

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

PROPERTY INFORMATION:
 ALDI FOOD MARKET
 BELLEVILLE ROAD
 VAN BUREN TOWNSHIP,
 WAYNE COUNTY, MICHIGAN

PROPERTY OWNER:
 ALDI INC.
 2625 N. STOCKBRIDGE ROAD
 WEBBERVILLE, MI 48892
 WAYNE COUNTY DPS PERMIT NO.: M-
 WAYNE COUNTY DPS PLAN REVIEW NO.: R16-202

A. Physical Limits of the Storm Water Management System

The Storm Water Management System (SWMS) subject to this Long-Term Maintenance Plan is depicted on Exhibit A to the Maintenance Agreement and includes, without limitations, the storm sewers, swales, manholes, catch basins, storm water inlets, forebay, spillway, detention basin, outlet structures, buffer zone, and closed conduits that convey flow from the detention basin to the Storm Sewer System within the Belleville Road Right of Way.

For purposes of this Plan, this Storm Water Management System and all of its components as shown on Exhibit A is referred to as the "ALDI SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

ALDI Inc. is responsible for maintaining the ALDI SWMS, which includes complying with applicable requirements of the Van Buren Township or Wayne County Soil Erosion and Sedimentation Control program, until Wayne County releases the construction permit. Long-Term Maintenance responsibility for the ALDI SWMS commences when defined by the Maintenance Permit issued by Wayne County. Long-Term Maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

Van Buren Township has assumed responsibility for the Long-Term Maintenance of the ALDI SWMS. ALDI Inc., through a Maintenance Agreement with Van Buren Township to reimburse for maintenance, repairs, restoration, and any necessary construction of the ALDI SWMS, has agreed to perform the necessary maintenance activities required by this Plan. Van Buren Township retains the right to enter the property and perform the necessary maintenance of the ALDI SWMS if ALDI Inc. fails to perform the required maintenance activities.

To ensure that the ALDI SWMS is maintained in perpetuity, the map of the physical limits of the Storm Water Management System (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the Maintenance Agreement between Van Buren Township and the Property Owner shall be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County and Township.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring / inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the Storm Water Management System functions properly as designed.

While performing maintenance, chemicals should not be applied to the forebay, open detention basin, or in/along watercourses.

TABLE 1

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE											
MAINTENANCE ACTIVITIES	SYSTEM COMPONENT										FREQUENCY
	Catch Basins, Inlets & Storm Sewers	Channels & Swales	Basin Inlets, Outlets & Gratings	Forebay	Detention Basin	Outlet Control Structures	Spillway	Buffer Zone	Rip Rap	Pavement	
MONITORING / INSPECTION											
Inspect for sediment accumulation** and/or clogging of stone filter	X	X	X	X	X	X	X		X		Annually
Inspect for floatables, dead vegetation, and debris	X	X	X	X	X	X	X				Annually and after major storm events
Inspect for erosion and integrity of banks and berms		X	X	X	X		X	X	X		Annually and after major storm events
Inspect all components during wet weather & compare to As-Built Plans	X	X	X	X	X	X	X	X	X	X	Annually
Monitor plantings and vegetation		X		X	X			X			2 Times per year
Ensure means of access for maintenance remain clear and open	X	X	X	X	X	X	X	X	X	X	Annually
PREVENTATIVE MAINTENANCE											
Mowing		X		X	X			X			As needed*
Remove accumulated sediment	X	X	X	X	X	X	X		X		As needed**
Remove floatables, dead vegetation, and debris	X	X	X	X	X	X	X				As needed
Replace or wash and reuse stone riser filters						X					Every 3 years, more frequently as needed***
Replace surface components (e.g. soil, underdrain, etc.)				X					X		Every 5 years, or as needed (e.g. when water ponds more than 6 hours)
Remove invasive plant species		X		X	X			X			Annually
Sweeping of paved surfaces (streets and parking lots)									X		2 Times per year
REMEDIAL ACTIONS											
Repair / Stabilize areas of erosion		X	X	X	X			X	X	X	As Needed
Replace dead plantings, bushes, trees		X		X	X			X			As Needed
Reseed bare areas		X		X	X			X			As Needed
Structural repairs	X		X			X				X	As Needed
Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	X	X	X	X	X	As Needed
Clean out oil and gas spills	X	X	X	X	X	X	X	X	X	X	Immediately

* Not to exceed the length allowed by the local community ordinance.
 ** Forebays & Detention Basins to be cleared whenever sediments accumulate to a depth of 6 - 12 inches or if sediment re-suspension is observed.
 *** Replace stone if it cannot be adequately cleaned.

PROJECT:
ALDI FOOD MARKET #63
 BELLEVILLE ROAD
 VAN BUREN TOWNSHIP
 WAYNE COUNTY

CLIENT:
 ALDI INC.
 2625 N. STOCKBRIDGE ROAD
 WEBBERVILLE, MICHIGAN 48892
 (517) 521-3907

SCALE: NO SCALE
PROJECT No.: 9152629
DWG NAME: 2629-EXHIBIT
JULY 1, 2016



PERMIT OFFICE

33809 MICHIGAN AVE
WAYNE, MI 48184,
PHONE (734) 595-6504
FAX (734) 595-6356



PERMIT No.

M-49047

ISSUE DATE

9/10/2016

EXPIRES

REVIEW No.

R 16-202

WORK ORDER

72 HOURS BEFORE ANY
CONSTRUCTION. CALL

FOR INSPECTION

**WAYNE COUNTY
DEPARTMENT OF PUBLIC SERVICES**

PERMIT TO CONSTRUCT, OPERATE, USE AND/OR MAINTAIN

PROJECT NAME

MAINTENANCE PERMIT FOR ALDI FOOD MARKET #63

LOCATION

BELLEVILLE ROAD (~325' OF FRONTAGE ALONG BELLEVILLE RD)

CITY/TWP

VAN BUREN TWP

PERMIT HOLDER

VAN BUREN TOWNSHIP
46425 TYLER RD
BELLEVILLE, MI 48111

CONTRACTOR

CONTACT

MATTHEW BEST

(734) 699-8913

CONTACT

<BLANK>

DESCRIPTION OF PERMITTED ACTIVIT

(72 HOURS BEFORE YOU DIG, CALL MISS DIG 1-800-482-7161, www.missdig.org)

PERMIT TO MAINTAIN THE STORM WATER MANAGEMENT SYSTEM IN ACCORDANCE WITH THE DRAWING ATTACHED AS EXHIBIT "A", THE TERMS OF THE LONG-TERM MAINTENANCE PLAN ATTACHED AS EXHIBIT "B" AND THE WAYNE COUNTY STORM WATER ORDINANCE AND ADMINISTRATIVE RULES. A RESOLUTION FROM THE VAN BUREN TOWNSHIP TO MAINTAIN THE PROPOSED STORM WATER MANAGEMENT SYSTEM AND ITS FACILITIES IS REQUIRED.

THE TOWNSHIP OF VAN BUREN SHALL ASSUME JURISDICTION OVER AND ACCEPT RESPONSIBILITY FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM(S) TO ENSURE THAT THE STORM WATER MANAGEMENT SYSTEM FUNCTIONS PROPERLY AS DESIGNED AND CONSTRUCTED. THE PERMIT HOLDER'S RESPONSIBILITIES UNDER THIS PERMIT SHALL INCLUDE, WITHOUT LIMITATIONS, (A) ANY MONITORING AND PREVENTIVE MAINTENANCE ACTIVITIES SET FORTH IN THE PLAN; (B) ANY AND ALL REMEDIAL ACTIONS NECESSARY TO REPAIR, MODIFY OR RECONSTRUCT THE SYSTEM AND © OTHER ACTIVITIES OR RESPONSIBILITIES FOR MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM AS MAY BE SET FORTH IN THE ORDINANCE, ADMINISTRATIVE RULES, THE PLAN OR THIS PERMIT.

THE TOWNSHIP OF VAN BUREN SHALL PERFORM ALL MONITORING, MAINTENANCE, REMEDIAL AND OTHER RESPONSIBILITIES REQUIRED BY THE WAYNE COUNTY ORDINANCE, ADMINISTRATIVE RULES, THE PLAN AND THIS PERMIT, IN PERPETUITY AND AT ITS SOLE COST EXPENSE.

THE TOWNSHIP OF VAN BUREN SHALL PREPARE, EXECUTE AND (IF NECESSARY) RECORD ANY AND ALL AGREEMENTS, CONTRACTS AND OTHER DOCUMENTS THAT MAY BE REQUIRED TO PERFORM ITS OBLIGATIONS HEREUNDER AND ENSURE MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM IN PERPETUITY.

IF WAYNE COUNTY FINDS IT NECESSARY TO ADJUST OR RELOCATE ALL OR ANY PORTION OF THE PERMITTED STORM WATER MANAGEMENT SYSTEM, THE PERMIT HOLDER SHALL CAUSE THIS ADJUSTMENT OR RELOCATION TO BE ACCOMPLISHED AT NO EXPENSE TO THE COUNTY. PRIOR TO ANY WORK BEING PERFORMED IN THE RIGHT-OF-WAY, A PERMIT SHALL BE SECURED FROM THE WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES PERMIT OFFICE.

APPROVED PLANS PREPARED BY

Aldi, Incorporated

PLANS APPROVED BY

Razi, M.

REQUIRED ATTACHMENTS

EXHIBIT A: MAP DEPICTING PHYSICAL LIMITS OF STORM WATER MGT SYSTEM

EXHIBIT 'B': LONG TERM MAINTENANCE PLAN

EXHIBIT 'C': BINDING AGREEMENT (COMMUNITY RESOLUTION)

(PERMIT VALID ONLY IF ACCOMPANIED BY ABOVE ATTACHMENTS)

In consideration of the Permit Holder and Contractor agreeing to abide and conform with all the terms and conditions herein, a Permit is hereby issued to the above named to Construct, Operate, Use and/or Maintain within the Road Right of Way, County Easement, and/or County Property. The permitted work described above shall be accomplished in accordance with the Approved Plans, Maps, Specifications and Statements filed with the Permit Office which are integral to and made part of this Permit. The General Conditions as well as any Required Attachments are incorporated as part of this Permit.

PERMIT HOLDER NAME
PERMIT HOLDER / AUTHORIZED AGENT

DATE

WAYNE COUNTY DEPARTMENT OF PUBLIC SERVICES

PREPARED BY

VALIDATED BY Ms. JANICE CLARKE
PERMIT COORDINATOR

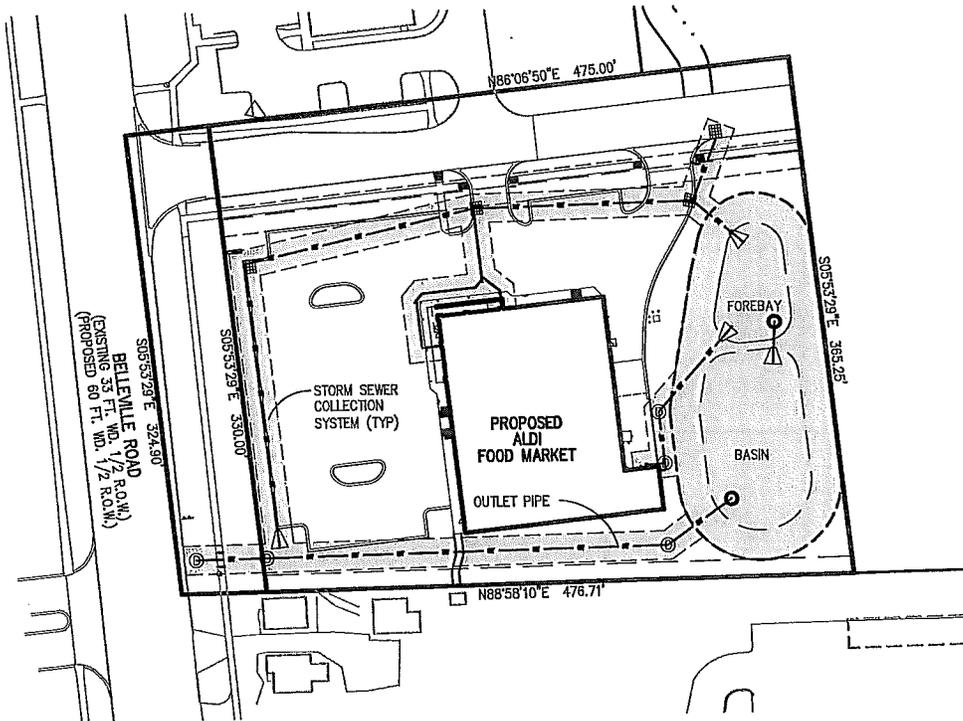
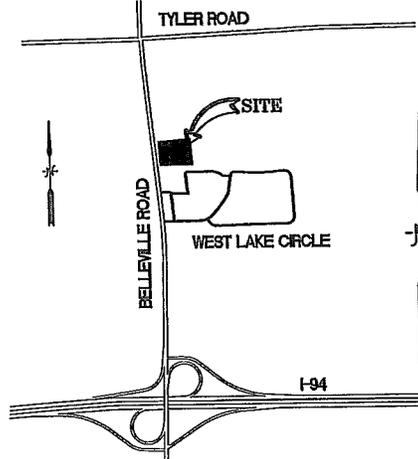
DATE

EXHIBIT A

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM

LEGAL DESCRIPTION PROPOSED PARCEL A

Land Situated in the State of Michigan, County of Wayne, Township Van Buren, being more particularly described as follows:
 Commencing at the Northwest Corner of Section 15, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan; thence S05°53'29"E 1238.22 feet along the West line of said Section 15; thence along the boundary line of Parcel No. 83-058-99-0007-703 as previously described in Warranty Deed and recorded in Liber 51385, Page 29, Wayne County Records the following two courses:
 (1) N88°58'10"E 371.84 feet and
 (2) S05°53'10"E 193.62 feet to the POINT OF BEGINNING;
 thence N84°06'50"E 104.52 feet; thence S05°53'29"E 365.25 feet; thence S88°58'10"W 476.71 feet; thence N05°53'29"W 324.91 feet along the West line of said Section 15, also being the nominal centerline of Belleville Road (33 foot wide 1/2 existing Right-of-Way - 60 foot wide 1/2 proposed Right-of-Way); thence N84°06'50"E 370.48 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Section 15, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan.
 Containing 3.76 acres of land, more or less. Subject to the rights of the public over that portion thereof as occupied by Belleville Road, also subject to and together with all easements and restrictions affecting title to the above described premises.



LEGEND

- VAN BUREN TOWNSHIP STORM MAINTENANCE RESPONSIBILITY
- ST — EXISTING STORM SEWER
- ST — PROPOSED STORM SEWER
- CATCH BASIN
- DRMANHOLE
- FLARED END SECTION
- CONTROL STRUCTURE

WAYNE COUNTY DPS PERMIT: M-
 WAYNE COUNTY DPS PLAN REVIEW: R16-202

PROJECT: ALDI FOOD MARKET #63 BELLEVILLE ROAD VAN BUREN TOWNSHIP WAYNE COUNTY	CLIENT: ALDI INC. 2625 N. STOCKBRIDGE ROAD WEBBERVILLE, MICHIGAN 48892 (517) 521-3907	SCALE: 1"=100' PROJECT No.: 9152629 DWG NAME: 2629-EXHIBIT JULY 1, 2016	 (810) 227-9533 CIVIL ENGINEERS LAND SURVEYORS 2183 PLESS DRIVE BRIGHTON, MICHIGAN 48114
--	---	---	---

EXHIBIT B

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

PROPERTY INFORMATION:
 ALDI FOOD MARKET
 BELLEVILLE ROAD
 VAN BUREN TOWNSHIP,
 WAYNE COUNTY, MICHIGAN

PROPERTY OWNER:
 ALDI INC.
 2625 N. STOCKBRIDGE ROAD
 WEBBERVILLE, MI 48892
 WAYNE COUNTY DPS PERMIT NO.: M-
 WAYNE COUNTY DPS PLAN REVIEW NO.: R16-202

A. Physical Limits of the Storm Water Management System

The Storm Water Management System (SWMS) subject to this Long-Term Maintenance Plan is depicted on Exhibit A to the Maintenance Agreement and includes, without limitations, the storm sewers, swales, manholes, catch basins, storm water inlets, forebay, spillway, detention basin, outlet structures, buffer zone, and closed conduits that convey flow from the detention basin to the Storm Sewer System within the Belleville Road Right of Way.

For purposes of this Plan, this Storm Water Management System and all of its components as shown on Exhibit A is referred to as the "ALDI SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

ALDI Inc. is responsible for maintaining the ALDI SWMS, which includes complying with applicable requirements of the Van Buren Township or Wayne County Soil Erosion and Sedimentation Control program, until Wayne County releases the construction permit. Long-Term Maintenance responsibility for the ALDI SWMS commences when defined by the Maintenance Permit issued by Wayne County. Long-Term Maintenance continues in perpetuity.

C. Manner of Ensuring Maintenance Responsibility

Van Buren Township has assumed responsibility for the Long-Term Maintenance of the ALDI SWMS. ALDI Inc., through a Maintenance Agreement with Van Buren Township to reimburse for maintenance, repairs, restoration, and any necessary construction of the ALDI SWMS, has agreed to perform the necessary maintenance activities required by this Plan. Van Buren Township retains the right to enter the property and perform the necessary maintenance of the ALDI SWMS if ALDI Inc. fails to perform the required maintenance activities.

To ensure that the ALDI SWMS is maintained in perpetuity, the map of the physical limits of the Storm Water Management System (Exhibit A), this Plan (Exhibit B), the resolution attached as Exhibit C, and the Maintenance Agreement between Van Buren Township and the Property Owner shall be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded document will be provided to the County and Township.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring / inspections, preventative maintenance and remedial actions). Table 1 also identifies site-specific work needed to ensure that the Storm Water Management System functions properly as designed.

While performing maintenance, chemicals should not be applied to the forebay, open detention basin, or in/along watercourses.

TABLE 1

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE											
MAINTENANCE ACTIVITIES	SYSTEM COMPONENT										FREQUENCY
	Catch Basins, Inlets & Storm Sewers	Channels & Swales	Basin Inlets, Outlets & Gratings	Forebay	Detention Basin	Outlet Control Structures	Spillway	Buffer Zone	Rip Rap	Pavement	
MONITORING / INSPECTION											
Inspect for sediment accumulation** and/or clogging of stone filter	X	X	X	X	X	X	X	X	X	X	Annually
Inspect for floatables, dead vegetation, and debris	X	X	X	X	X	X	X	X	X	X	Annually and after major storm events
Inspect for erosion and integrity of banks and berms		X	X	X	X		X	X	X		Annually and after major storm events
Inspect all components during wet weather & compare to As-Built Plans	X	X	X	X	X	X	X	X	X	X	Annually
Monitor plantings and vegetation		X		X	X			X			2 Times per year
Ensure means of access for maintenance remain clear and open	X	X	X	X	X	X	X	X	X	X	Annually
PREVENTATIVE MAINTENANCE											
Mowing		X		X	X		X				As needed*
Remove accumulated sediment	X	X	X	X	X	X	X		X		As needed**
Remove floatables, dead vegetation, and debris	X	X	X	X	X	X	X				As needed
Replace or wash and reuse stone riser filters						X					Every 3 years, more frequently as needed***
Replace surface components (e.g. soil, underdrain, etc.)				X					X		Every 5 years, or as needed (e.g. when water ponds more than 6 hours)
Remove invasive plant species		X		X	X			X			Annually
Sweeping of paved surfaces (streets and parking lots)									X		2 Times per year
REMEDIAL ACTIONS											
Repair / Stabilize areas of erosion		X	X	X	X		X	X	X		As Needed
Replace dead plantings, bushes, trees		X		X	X			X			As Needed
Reseed bare areas		X		X	X			X			As Needed
Structural repairs	X		X			X			X		As Needed
Make adjustments / repairs to ensure proper functioning	X	X	X	X	X	X	X	X	X	X	As Needed
Clean out oil and gas spills	X	X	X	X	X	X	X	X	X	X	Immediately

* Not to exceed the length allowed by the local community ordinance.

** Forebays & Detention Basins to be cleared whenever sediments accumulate to a depth of 6 - 12 inches or if sediment re-suspension is observed.

*** Replace stone if it cannot be adequately cleaned.

PROJECT: ALDI FOOD MARKET #63	CLIENT: ALDI INC. 2625 N. STOCKBRIDGE ROAD WEBBERVILLE, MICHIGAN 48892 (517) 521-3907	SCALE: NO SCALE PROJECT No.: 9152629 DWG NAME: 2629-EXHIBIT JULY 1, 2016
---	---	---



RESOLUTION 2017-04

CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD

LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR ALDI INC.

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees on _____, 2017, the following resolution was offered

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, Aldi Inc., (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named Aldi Food Market #63 (“Project”) located at 9899 Belleville in Van Buren, Michigan 48111; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-16-202; and permit number M-49047; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 9899 Belleville in Van Buren, Michigan 48111 (parcel V125-83-058-99-0007-702) in Van Buren Township by the Developer, a Michigan company, whose address is 15400, Belleville, MI 48111; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of jurisdiction and maintenance excludes all storm water related structures in

Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 9899 Belleville in Van Buren, Michigan 48111 (parcel V125-83-058-99-0007-702.)

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-48269 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 9899 Belleville in Van Buren, Michigan 48111 (parcel V125-83-058-99-0007-702) in Van Buren Township.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer

facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of January, 2017.

Leon Wright, CMC

Clerk, Charter Township of Van Buren