STANDARD REQUIREMENTS FOR ESTABLISHING A PRIVATE DRAIN AS A COUNTY DRAIN IN OAKLAND COUNTY COMMUNITIES

PURPOSE:

The purpose of this standard is to guide the Owner/Developers of new developments within the Oakland County communities which require drainage systems to be established as County drains in accordance with the provisions of Section 433, Chapter 18 of the Public Acts of 1956, as amended, the Michigan Drain Code.

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1. **REQUEST TO ESTABLISH A COUNTY DRAIN**

The Developer must first submit to this office three sets of construction plans, sealed by a Registered Professional Engineer or Professional Surveyor, for the proposed development along with a letter requesting that the development's drainage facilities be established as a County Drain (See Appendix A, Page A-1.) The Procedures and Design Criteria for Storm Water Drainage in Oakland County and Standard Details for (County) Drains must be followed when designing the drain.

2. **REVIEW AND CERTIFICATION**

This office will review the construction plans and a determination will be made as to the adequacy of the design with respect to the Oakland County Water Resources Commissioner’s requirements and to applicable laws and standards. Revisions to the plans or additional information may be requested at this time.

Prior to approval of the construction plans, the Developer’s Engineer must certify that the outlet for the proposed drain is adequate and will not cause detriment or diminution of the drainage services it now provides. An Engineer’s Certificate must be provided at this time (See Appendix A, Page A-2.)

3. **AGREEMENT TO ESTABLISH A COUNTY DRAIN**

Upon approval of the construction plans by this office, the Developer and/or Land Owner of Record must enter into an agreement to establish the new County Drain or Branch Drain of an existing legally established County Drain. A district enlargement may also be necessary for the Branch Drain. The Developer and/or Land Owner must provide this office with a copy of the Title Policy or other proof of land ownership. A meets and bounds property description, with closure AND sidwell numbers, an estimate of the proposed construction cost of the drainage facilities and the names, titles, addresses and companies of the people who will execute the Agreement.

Once this office has received all of the above information, we will prepare an Agreement for signature by the involved parties.

4. **CONSTRUCTION APPROVAL/FINAL PLAT APPROVAL**

Upon the receipt of the signed Agreement along with the required fees and deposits, this office will issue a letter of construction approval with conditions. If the conditions as set forth in our construction plan approval letter are met, this office will then provide construction inspection of the drainage facilities. At this time we will process the final subdivision plat as set forth in Section 433 of the Subdivision Control Act of 1967, as amended.

**NOTE:** Drainage facilities constructed without appropriate inspection by this office or its designated representative may not be accepted by this office as a County Drain.
5. **EASEMENT REQUIREMENTS**

The Developer and/or Land Owner shall provide to this office permanent County Drain easements for the proposed drainage facilities. Easement requirements vary with the type of site being developed. (i.e., Subdivision, Condominium, Commercial) (See Appendix B-1. through B-3.)

Applicable developments (i.e., Condominiums and Subdivisions) shall have the Oakland County Water Resources Commissioner’s Standard Easement Language within their Master Deed or Deed Restrictions Documents, a recorded copy of which must be on file in this office prior to the final inspection.

6. **AS-BUILT DRAWINGS REQUIREMENTS**

Immediately following the completion of construction, the Developer and/or Land Owner shall furnish this office with a set of As-Built Drawings corrected to indicate as-built conditions. Upon approval of these drawings, the Developer and/or Land Owner shall submit one (1) set of reproducible “Mylar” as-built construction drawings.

The drawings shall include but are not limited to the requirements described in Appendix C.

7. **FIRST INSPECTION**

This office or its designated representative will perform daily inspection of the construction of the storm drainage facilities. This office will submit a series of construction inspection reports, which will indicate that the contractors have completed various phases of the construction. The construction inspection reports requirements are spelled out in the Procedures and Requirements For Construction and Acceptance of Chapter 18 Storm Drains. (See Appendix A-13.)

8. **SECOND INSPECTION**

This office will conduct a second construction inspection after the completion of the road paving to insure that the drainage system has not been damaged by the paving process. This inspection will relieve the paving contractor from future liability for the drainage system.

9. **THIRD INSPECTION**

Upon the acceptance of recorded easements, submittal of as-built drawings, and the completion of all drainage facilities and all related facilities as specified in our “Procedures” referenced in Section 7, and fulfillment of other requirements, this office will conduct a third inspection. Upon its approval we will conditionally accept the new County Drain for operation and maintenance.

10. **FINAL ACCEPTANCE**

One year after conditional acceptance of the Drain for operation and maintenance, the Developer is allowed to request, in writing, that a final accounting be made by this office. Our Inspection Unit will perform a final walk through inspection of the Drain and the project will be reviewed by this office. If all requirements listed in Section A-13 are met, then a final accounting will be made and a letter of final acceptance will be issued along with the remaining refundable amounts of the deposits.
APPENDIX A

1. REQUEST TO ESTABLISH A COUNTY DRAIN LETTER
2. ENGINEER’S CERTIFICATION
3. TRANSMITTAL OF AGREEMENT INFORMATION
4. FEE SCHEDULE
5. INSPECTION DEPOSIT CALCULATION
6. TYPICAL AGREEMENT
13. PROCEDURES AND REQUIREMENTS FOR CONSTRUCTION AND ACCEPTANCE OF CHAPTER 18 STORM DRAINS
14. FIRST INSPECTION REPORT TRANSMITTAL LETTER
15. SECOND INSPECTION REPORT TRANSMITTAL LETTER
16. THIRD INSPECTION REPORT TRANSMITTAL LETTER
17. FINAL ACCOUNTING LETTER
REQUEST TO ESTABLISH A COUNTY DRAIN LETTER

Date:

Oakland County Water Resources Commissioner
Building 95 West – One Public Works Drive
Waterford, Michigan 48328-1907

Attention: _________________________________

Reference: Proposed _________________________________
Location _________________________________

Gentlemen:

We/I, as the owner/developer of the proposed _________________________________
__________________________________________, which will be located in the _________________________________
__________________________________________, request that the drainage facilities be established as a County Drain under the provisions of Chapter 18 of the Michigan Drain Code of 1956.

If you have any questions, please contact ________________________________
at (___) ____________.

Very truly yours,

__________________________________
ENGINEER’S CERTIFICATION

Date:

Oakland County Water Resources Commissioner
Building 95 West – One Public Works Drive
Waterford, Michigan 48328-1907

Attention: 

Reference: Proposed 
Location 

Gentlemen:

ENGINEER’S CERTIFICATION

This is to certify that the outlet for the County Drain from the proposed 
_____________________________, which will be located in the ____________________________ is the only reasonable available outlet for the County Drain and that there is sufficient capacity in the outlet for it to serve as an adequate outlet for the County Drain without detriment or diminution of the drainage services which the outlet presently provides.

Registration No.: ____________________________
TRANSMITTAL OF AGREEMENT INFORMATION

Date:

__________________, Michigan 48___

Attention: ________________________________

Reference: Proposed ________________________________

Dear ________________________________:

Our office is currently reviewing the preliminary plat for the proposed ________________________________, which will be located in the ________________________________. We wish to advise you at this time that all residential and certain commercial drainage facilities in ________________________________ are required by Township Ordinance to be designated as County Drains under the jurisdiction of this office.

Prior to commencement of construction, we will require the following submittal:

1. Request to establish the ________________________________ County Drain.
2. Engineer’s certification of the adequacy of the drainage outlet.
3. Title work for the property being served by the Drain.
4. Names, titles, addresses or parties to execute the Drain Agreement.
5. Unified/Single property description with acreage, sidwell number(s) and a survey closure document.
6. Construction cost estimate for all drainage facilities.
7. All applicable fees and deposits.
8. Signed Deed Restrictions with County Drain language.
9. Maps and legal description of any right of ways or off site easement that may be necessary for drainage facilities.

If you have any questions, please contact this office.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: ________________________________

______________________________

cc: ________________________________ Township
### FEE SCHEDULE

**Project:** 

**Drain Name:**

**Date:**

#### FEE SCHEDULE

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Costs</td>
<td>1% but not less than $1,050.00</td>
<td>$ _______</td>
</tr>
<tr>
<td>Maintenance Fund</td>
<td>5% but not to exceed $2,500.00</td>
<td>$ _______</td>
</tr>
<tr>
<td>Inspection Deposit</td>
<td>To be calculated (See 3B)</td>
<td>$ _______</td>
</tr>
<tr>
<td>Contingency Deposit</td>
<td>10% of Drain estimate</td>
<td>$ _______</td>
</tr>
</tbody>
</table>

**NOTE:** All fees are in cash. Make checks payable to the Oakland County Water Resources Commissioner. Indicate the name of the project or Drain on the check.
INSPECTION DEPOSIT CALCULATION

Project: ________________________________

Drain Name: ________________________________

Date: ________________________________

INSPECTION DEPOSIT CALCULATION

Length of pipe 8 inches and above

Number of Manholes, Inlets, Catch Basins, etc.

Number of Basins

1 Day

L.F. of Pipe \times 200 \text{ L.F. of Pipe} = \text{ Days}

1 Day

Structures \times 5 = \text{ Days}

Time to complete earthwork for Drainage

(Basins, swale ditches, etc.)

Total Number of Days

INSPECTION DEPOSIT

\text{ Days} \times (\text{/day}) \text{ Daily Inspection Cost} = \$ \text{ }

\text{ X Miles} \times \$ \text{ }

\text{ Days} \times \text{ X Mile} = \$ \text{ }

Inspection Deposit = \$ \text{ }

A-5.
TYPICAL AGREEMENT

AGREEMENT
For The
____________________ (Chapter 18) COUNTY DRAIN

THIS AGREEMENT, made and entered into this ______ day of ____________, A.D., 20__, by and between JIM NASH, Oakland County Water Resources Commissioner, acting for and on behalf of the ______________________________ DRAINAGE DISTRICT of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the DISTRICT, Party of the First Part, and ______________________________, a Michigan __________, whose address is ______________________________ ____________, Party of the Second Part, hereinafter referred to as the DEVELOPER.

WITNESSETH:

WHEREAS, Section 433 of Act 40 of the Public Acts of 1956, Michigan, as amended, the Drain Code, authorized the Water Resources Commissioner to enter into an agreement with a landowner and developer, if any, to establish an existing private drain which was constructed by the landowner or developer to service an area on his or her own land as a County Drain; and

WHEREAS, JIM NASH, Oakland County Water Resources Commissioner, acting on behalf of the ______________________________ DRAIN DRAINAGE DISTRICT will have under his jurisdiction the ______________________________ DRAIN; and

WHEREAS, the COMMISSIONER, through and by the DISTRICT, is in charge of the operation and maintenance of the ______________________________ DRAIN to service lands in the ______________________________ DRAIN DRAINAGE DISTRICT; and

WHEREAS, the ______________________________ DRAIN will be a legally established County Drain under the jurisdiction of the COMMISSIONER located in the _______ ¼ of Section _____, Township of ______________________________; and

WHEREAS, it is the desire of the Township of ______________________________ that all new storm drainage facilities constructed in residential and certain commercial developments are to be established as County Drains; and

WHEREAS, the DEVELOPER has provided storm drainage for ______________; and

WHEREAS, the DEVELOPER is the fee simple owner of the property known as _______ _________________, a ______________________________ development more particularly described as:
Sidwell No. ______________

WHEREAS, the DEVELOPER further understands that the lands included in this Agreement in which said ______________ DRAIN and the lands to be drained thereby are located, that these above described lands known as ______________ will be subject to assessments for the cost of construction, inspection and maintenance of the ______________ DRAIN; and

WHEREAS, these lands being drained, thereby, and to be assessed, therefore, comprise the ______________ DRAIN; and

WHEREAS, the DEVELOPER, pursuant to Section 433 of the Drain Code, as amended, desires to establish this private drain as a County Drain; and

WHEREAS, the DEVELOPER has agreed to assume the total cost of said improvements; and

WHEREAS, it is the opinion of the registered professional engineer retained by the DEVELOPER that the outlet for the ______________ DRAIN is the only reasonably available outlet for the drain and that there is sufficient capacity in the existing outlet to serve the proposed drain without detriment to or diminution of the drainage service presently provided by the outlet.

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree to as follows:

1. The DISTRICT agrees to establish the ______________ DRAIN as a County Drain upon the execution of this Agreement by the DISTRICT and the DEVELOPER.

2. The storm drainage facilities of the ______________ DRAIN shall be constructed under the supervision, direction and control of the DISTRICT, according to the plans, specifications and project designs approved by the DISTRICT and on file at the office of the Oakland County Water Resources Commissioner.

3. The DEVELOPER agrees hereto to assume the cost of the project set forth in the above-mentioned plans, specifications and project designs. Said cost shall include:
a. Administrative fees for the establishment of the ________________ DRAIN, computed as a minimum of $1,050.00 but not to exceed one percent (1%) of the estimated construction costs of the ________________ DRAIN.

b. Actual expenses incurred by the DISTRICT for the inspection of the construction of the ________________ DRAIN.

c. Construction contingency item computed as a percent of the construction cost as determined by the DISTRICT but not to exceed ten percent (10%); PROVIDED, should any balance remain in the contingency fund, such balance shall be refunded to the DEVELOPER upon the following terms and conditions:

(1) After the respective requirements have been met, the DISTRICT shall proceed with the final inspection of the project and following such inspection the DISTRICT shall make the necessary corrections of any defects on the project payable out of contingency funds. At such time as the corrections have been completed by the DISTRICT, the DEVELOPER shall file with the DISTRICT a sworn statement that all claims for amounts due for labor, materials and equipment furnished for this work have been paid in full, or he shall so file in lieu thereof, a sworn statement showing in detail the nature and amount of all unpaid claims for said labor, materials and equipment. The Contractor shall also submit a Contractor's Declaration and Affidavit.

(2) Final acceptance of the project for operation and maintenance by the DISTRICT will occur after a period of one year has expired after the final inspection approval, at which time the DEVELOPER shall request that the DISTRICT make a final accounting of the project. Upon said request, the DISTRICT shall make a cursory inspection of the project to ensure a clean, intact and functioning drainage system. Once all concerns have been addressed, if any, the remaining contingency balance may then be refunded to the DEVELOPER.

d. The establishing of a maintenance fund. The DEVELOPER'S cost to the DISTRICT to establish the ________________ DRAIN, incidental of actual construction expenses, is hereby determined as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Administrative Fees</td>
<td>$</td>
</tr>
<tr>
<td>(2) Estimated Inspection</td>
<td>$</td>
</tr>
<tr>
<td>(3) 10% Contingency (cash)</td>
<td>$</td>
</tr>
<tr>
<td>(4) Maintenance Fund</td>
<td>$</td>
</tr>
<tr>
<td>Total Cost</td>
<td>$</td>
</tr>
</tbody>
</table>
4. The DEVELOPER shall forthwith deposit said total cost with the DISTRICT, to be used only for the purposes herein set forth and agreed upon.

5. The DEVELOPER further agrees that should _________________ be developed in phases, or if additional residential developments are constructed, that appropriate additional administrative, inspection, contingency and maintenance fees shall be paid to the DISTRICT and that the terms of this Agreement shall be binding for those additional phases or projects by the execution of separate Branch Agreements covering each additional phase.

6. It is agreed that the DEVELOPER shall provide the DISTRICT a map and description of the Drainage District and such Easements and Rights-of-Way as may be necessary to accomplish the purposes herein set forth, and to do so without charge therefore.

7. The DEVELOPER further agrees to provide, without charge, to the DISTRICT, one (1) set of reproducible Mylar “Record Drawings” which shall include design calculations showing flow rates, runoff coefficients, drainage district and sub-districts and any other data needed by the DISTRICT for proper drain operation.

8. The foregoing payment of the cost of this project is agreed and understood as being for the sole benefit of the _________________ DRAIN and use thereof may be made by the DISTRICT at large or part thereof, and that such payment shall not relieve the subject property from any future assessments levied pursuant to the Drain Code of 1956, as amended, for construction, improvements and/or maintenance of the _________________ DRAIN arising by virtue of proper and legal petitions and hearings and procedures thereon.

9. It is agreed that the Water Resources Commissioner’s maintenance of these drainage facilities shall be consistent with the Water Resources Commissioner’s normal standards and requirements. This maintenance does not include such items as lawn cutting, litter pick-up, etc.

10. This Agreement shall become effective upon its execution by the DEVELOPER and the DISTRICT and shall become binding upon the successors and assigns of each party.

11. This Agreement may be executed in counterparts.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WITNESSES:

THE ________________ DRAIN
DRAINAGE DISTRICT, County of Oakland,
State of Michigan, acting as its governing body,
The Oakland County Water Resources
Commissioner

________________________________________
JIM NASH
Oakland County Water Resources Commissioner

________________________________________
A Michigan ______________ Company

________________________________________
By: ________________________________
_____________________, Manager

________________________________________
By: ________________________________
_____________________, Manager
ACKNOWLEDGEMENT

STATE OF MICHIGAN )
COUNTY OF OAKLAND ) ss:

On this _____ day of ________________, A.D., 20__, before me, a Notary Public in
and for said County, appeared JIM NASH, Oakland County Water Resources Commissioner, to
me personally known to be the person described in and who executed the foregoing instrument
and acknowledged the same to be his free act and deed.

______________________________
Notary Public

Oakland County, Michigan

My Commission Expires: ____________

This instrument drafted by:
Karen L. Warren, P.E., Office of the
Oakland County Water Resources Commissioner
Building 95 West, One Public Works Drive
Waterford, Michigan 48328-1907

A-11.
ACKNOWLEDGEMENT

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____ day of ________________, A.D., 20__, before me, a Notary Public in and for said County, appeared ____________________, to me personally known, who being duly sworn did say that he is a ____________________ of ____________________, a Michigan ________________ company, and who executed the foregoing instrument in behalf of said company by authority of ________________________ and acknowledged the same to be the free act and deed of the said company.

____________________________________
Notary Public
__________________________ County, ___________
My Commission Expires: _______________

STATE OF MICHIGAN )
) ss:
COUNTY OF OAKLAND )

On this _____ day of ________________, A.D., 20__, before me, a Notary Public in and for said County, appeared ____________________, to me personally known, who being duly sworn did say that he is a ____________________ of ____________________, a Michigan ________________ company, and who executed the foregoing instrument in behalf of said company by authority of ________________________ and acknowledged the same to be the free act and deed of the said company.

____________________________________
Notary Public
__________________________ County, ___________
My Commission Expires: _______________

This instrument drafted by:
Karen L. Warren, P.E., Office of the
Oakland County Water Resources Commissioner
Building 95 West, One Public Works Drive
Waterford, Michigan 48328-1907

A-12.
INITIAL CONSTRUCTION:

The Developer and/or Land Owner are responsible for the liabilities and maintenance of the storm drainage system until it is accepted for service by this office.

The Inspection Department must be notified 2 WORKING DAYS prior to commencing construction and for all acceptance inspections.

Full time inspection is required for all aspects of storm drain construction.

The system must be constructed in accordance to the Oakland County Water Resources Commissioner’s specifications.

All field changes must be PRE-APPROVED by the Oakland County Water Resources Commissioner prior to installation.

FIRST INSPECTION:

The purpose of the Construction Inspection approval is to release the underground contractor from responsibility of damage to the underground drainage system by others during future construction on this project site:

Requirements of the first inspection:

A. All pipes and structures are to be free of dirt and debris.

B. Structures must be complete, plastered or pointed, channels, benches and castings in place.

C. All inlets and outlets completed, rip rap in place.

D. All erosion control measures in place as well as a stated policy to maintain the soil erosion controls.

E. Storm drainage system to be complete and completely functional.

SECOND INSPECTION:

The Second Inspection will be performed after the pavement has been completed. The purpose of the Second Inspection is to relieve the Pavement Contractor from responsibility for future damage to the storm drainage system.
THIRD INSPECTION:

The purpose of the Third Inspection is to accept the drainage system for conditional maintenance and operation by the Oakland County Water Resources Commissioner and to relieve the Developer and/or Land Owner from the responsibility for maintenance of the storm drainage system.

The Developer and/or Land Owner are still responsible for the systems integrity until the completion of the final accounting and acceptance by the Oakland County Water Resources Commissioner.

This third inspection will consist of a complete inspection of the entire system in which a punch list of outstanding construction items will be generated. Once these items have been addressed and/or corrected, then a third inspection report will be issued.

The third inspection can be scheduled after the following requirements have been met:

A. That all disturbed areas have been re-vegetated and that the right of ways and all easements, detention ponds and swales are sodded or vegetated with an approved plant material. All easement area vegetation must be established.

B. As-built drawings have been submitted to the Oakland County Water Resources Commissioner.

C. That the local governing body has no objections to the finalization of the project.

D. That there are no outstanding soil erosion issues and no history of poor soil erosion practices by the Developer and/or Land Owner.

E. That all outstanding paperwork has been submitted and approved including recorded Deed Restrictions or a Master Deed with our appropriate drain easement language and offsite easements.

FINAL ACCEPTANCE

One year after conditional acceptance of the Drain for operation and maintenance, the Developer is allowed to request, in writing, that a final accounting be made by this office. The project will be reviewed by this office and our Inspection Unit will perform a final walk through inspection of the Drain if the following requirements have been met:

A. All conditions of the agreement are met,

B. The drain is functional and serviceable,

C. There are no outstanding liens or judgements against the storm drainage system,

D. A Developer’s Declaration and Developer’s affidavit are on file in this office.

Then, a final accounting will be made and a letter of final acceptance will be issued along with the remaining refundable amounts of the deposits.
FIRST INSPECTION REPORT TRANSMITTAL LETTER

Date

__________________________, P.E.
Township Engineer
__________________________ Township
__________________________
__________________________, Michigan 48______

Reference: __________________________ Drain

Dear Mr. ________________________:

Enclosed please find a copy of our First Inspection Report for the “________________________
__________________________” storm drainage system.

The storm drainage system has been constructed according to the plans and specifications approved by this office. Inspection of the storm drainage system has been performed as specified by ____________________________, as agents of the Oakland County Water Resources Commissioner.

Requests for maintenance should be forwarded to the Developer or the Developer’s representative(s) for resolution.

If there are any questions, please contact this office.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: ________________________________
______________________________
______________________________
_____/_____  
Enclosure
SECOND INSPECTION REPORT TRANSMITTAL LETTER

Date

____________________, P.E.
Township Engineer
____________________ Township
____________________
____________________, Michigan 48____

Reference: ___________________ Drain

Dear Mr. ___________________: 

Enclosed please find a copy of our Second Inspection Report for the “_____________________________________” storm drainage system.

The storm drainage system has been constructed according to the plans and specifications approved by this office. Inspection of the storm drainage system has been performed as specified by ________________________________, as agents of the Oakland County Water Resources Commissioner.

Requests for maintenance should be forwarded to the Developer or the Developer’s representative(s) for resolution.

If there are any questions, please contact this office.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: ________________________________

______________________________

_____/______

Enclosure
THIRD INSPECTION REPORT TRANSMITTAL LETTER

Date

____________________, P.E.
Township Engineer
____________________ Township
____________________
____________________, Michigan 48_____

Reference: _________________________ Drain

Dear Mr. ________________________:

This office has completed a third inspection for the referenced storm drainage system. Enclosed is a copy of the third inspection approval form.

The storm drainage system has met all of our criteria for conditional acceptance as a County Drain. This office will assume the responsibility of operation and maintenance of the drain. Please note, however, the drain has not yet been fully accepted as a County Drain.

Requests for maintenance should be forwarded to our Maintenance Department for resolution. All other complains may be addressed to our Engineering Department.

If there are any questions concerning this matter, kindly contact ________________________, P.E. (248-___________) of this office.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: _________________________________

_______________________________

_____ / _____

Enclosure

cc: Developer and/or Land Owner
FINAL ACCOUNTING LETTER

Date

_________________________, P.E.
Township Engineer
__________________________ Township
____________________________
__________________________, Michigan 48______

Reference: ____________________ Drain

Dear Mr. ____________________:

This office has completed a final accounting for the “__________________________
__________________________” storm drainage system.

The storm drainage system has met all of our criteria for final acceptance of a storm drainage system as a County Drain under the jurisdiction of this office. Therefore, as of this date, in accordance with the agreement to establish the ____________________ County Drain, we are assuming full responsibility of the ________________ Drain for maintenance and operation.

Requests for maintenance should be forwarded to our Maintenance Division for resolution. All other complaints can be addressed to me. If there are any questions, please contact the undersigned at this office at (______) ____________.

Very truly yours,

OAKLAND COUNTY WATER RESOURCES COMMISSIONER

By: ________________________________
______________________________
______________________________
_____/_____
APPENDIX B

1. EASEMENT REQUIREMENTS
2. TYPICAL EASEMENT FOR SUBDIVISION
3. TYPICAL EASEMENT FOR CONDOMINIUM
EASEMENT REQUIREMENTS

The minimum acceptable easement for a storm drain shall be 20 foot wide. Depth and size of pipe may require an additional easement.

The minimum acceptable easement for 8” diameter sump lines shall be 12 foot wide.

The minimum acceptable easement for a detention/retention basin shall be 12 feet from the high water elevation or at the one (1) foot freeboard elevation, but may not be less than 12 feet.

The Oakland County Water Resources Commissioner’s office reserves the right to modify the easement requirements at its discretion.
TYPICAL EASEMENT FOR SUBDIVISION

The following language shall be included in the deed restrictions for the subdivision:

. . . subject to a perpetual and permanent easement in favor of the Oakland County Water Resources Commissioner, the Drainage District, a Michigan statutory public corporation as represented by the Oakland County Water Resources Commissioner (referred to as "grantee") and grantee’s successors, assigns and transferees, in, over, under and through the property described on Exhibit A (or plat, liber, page) hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drain in any size form, shape or capacity;

2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

3. No owner in the subdivision shall build or convey to others any permission to build any permanent structures on the said easement;

4. No owner in the subdivision shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;

5. The grantee and its agents, contractors and designated representative shall have right of entry on, and to gain access to, the easement property;

6. It is understood that under Michigan law, the Drainage District is comprised of all of the owners of the subdivision and that any and all expenses, claims or damages in any way arising from or incident to the construction, operation and maintenance of the drain and easement will be assessed against the Drainage District.

The rights granted to the Oakland County Water Resources Commissioner, the Drainage District, and their successors and assigns, under Section of these restrictions may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.
TYPICAL EASEMENT FOR CONDOMINIUM

The following language shall be included in the deed restrictions for the condominium complex:

. . . subject to a perpetual and permanent easement in favor of the Oakland County Water Resources Commissioner, the Drainage District, a Michigan statutory public corporation, as represented by the Oakland County Water Resources Commissioner (referred to as "grantee"), and grantee’s successors, assigns and transferees, in, over, under and through the property described on Exhibit A hereto, which easement may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement shall be for the purposes of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains or related appurtenances, in any size form, shape or capacity;

2. The grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement;

4. No owner in the condominium complex shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under the said easement;

5. The grantee and its agents, contractors and designated representatives shall have right of entry on, and to gain access to, the easement property;

6. It is understood that under Michigan law, the Drainage District is comprised of all of the owners of the condominium complex and that any and all expenses, claims or damages in any way arising from or incident to the construction, operation and maintenance of the drain and easement will be assessed against the Drainage District.

The rights granted to the Oakland County Water Resources Commissioner, the Drainage District, and their successors and assigns, under Section _______ of this master deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.
APPENDIX C

1. DESIGN REQUIREMENTS
2. AS-BUILT DRAWING REQUIREMENTS
3. STANDARD DETAIL SHEET
DESIGN REQUIREMENTS

The following requirements for the design of drainage facilities shall be followed:

**PIPE:**
- 12" Minimum Pipe Size
- 10-Year Storm Design
- \( I = 175/t + 25 \) - Manning Equation
- Hydraulic Grade Line in Pipe
- Velocity Less than 10 f.p.s.
- Refer to Standard Details and Subdivision Rules
- Premium Joints

**SUMP PUMP:**
- Serving More than One (1) Dwelling Unit 8" Minimum Size
- Minimum Size for House Leads is 4"
- All Connections to Storm Drains are Pre-manufactured
- Refer to Standard Details

**STORMWATER BASINS:**

**Drained Basin (Detention Basin):**
- 10-Year Storm Design
- (100-Year in West Bloomfield Township) (long side slopes)
- 1 on 4 Side Slopes
- (1 on 5 in West Bloomfield Township)
- Primary and Secondary Outlets
- 1 Foot of Freeboard

**Undrained Basin (Retention Basin):**
- 2 - 100-Year Storm Water Storage
- \( V\text{ Storage} = 2 \times 16,500 \times C \times A \) in Cubic Feet
- 1 on 6 Side Slopes
- 1 Foot Freeboard
- Overflow Route

**Outflow from Basin**
- Outflow will be restricted to 0.1 to 0.2 c.f.s./Acre in most cases. Downstream effects of storm water discharge will be the major consideration in sizing the outlet.
- Refer to Standard Details

**NOTE:** All drainage systems will be evaluated on a case-by-case basis. Local conditions/requirements/situations may cause exceptions to the above requirements, the published Design Criteria for Subdivisions, Standard Details or other rules which may apply.
AS-BUILT DRAWING REQUIREMENTS

The following information shall be required on the as-built “Mylar” construction plan of the drain:

A. A Cover Sheet, which includes:
   -- Drain Name
   -- Location map with north arrow
   -- Drainage District (Property) legal description
   -- Storm sewer pipe manufacturer (type, class & joint)
   -- Manhole manufacturer
   -- Casting type and manufacturer
   -- Fitting type, class and manufacturer

B. A General Site/Utility Plan with boundary designation

C. A Grading Plan, which includes:
   -- Storm sewer as-built rim elevations
   -- As-built contours of all detention or retention basins
   -- The location and permanent easement of all basin access drives

D. Plan and Profile views of all storm sewer 12” diameter and larger, which includes:
   -- As-built pipe length and slope
   -- As-built rim and invert elevations
   -- Show the sump pump lead locations on the plan view
   -- Road culverts with as-built information
   -- Top of pipe or invert elevation of the utility for all utility crossings. There should be a minimum of 18” clearance between the storm sewer and the utility.
   -- Note any special bedding, undercutting or piling extent and depth
   -- The term AB should follow all verifications.

E. A Drainage Area Map Sheet

F. Hydraulic calculations for storm sewer pipe and design calculations for all detention or retention basins, basin overflow structures and drainage swales. The as-built volume of all basins must be calculated.
STANDARD DETAIL SHEET

PERMANENT PRIVATE EASEMENT
FOR THE
NAME (COUNTY) DRAIN

IN PLAT LEGEND: (Must be on Mylars)

Use of the word “private” does not limit in any way the scope of the easement granted to the Name (County) Drainage District.
APPENDIX D

1. REVISIONS

Periodic reviews and revisions will occur in accordance to changes in standards and/or laws. The amended standard requirements shall supersede the existing standard requirements upon approval of the Oakland County Water Resources Commissioner’s Engineering Staff.

Change Record

<table>
<thead>
<tr>
<th>Revision</th>
<th>Date</th>
<th>Responsible Person</th>
<th>Description of Change</th>
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<tr>
<td>Release</td>
<td>09/18/01</td>
<td>Assistant Chief Engineer – Engineering Unit</td>
<td>Re-typed and re-formatted for ISO 9000 purposes.</td>
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<tr>
<td>Revision #1</td>
<td>12/17/01</td>
<td>Assistant Chief Engineer – Engineering Unit</td>
<td>Changed Final Inspection to Third Inspection throughout Requirements.</td>
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<tr>
<td></td>
<td></td>
<td>Assistant Chief Engineer – Engineering Unit</td>
<td>Revised Final Acceptance verbiage.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Changed A–13 – 2 working days instead of 3 working days</td>
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<tr>
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<td>Revised A–16 to Third Inspection Report Transmittal Letter.</td>
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<tr>
<td></td>
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<td>Changed A-17 second paragraph to read, “assuming full responsibility...”</td>
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<td>Added Appendix D – Revisions Section to Standard Requirements</td>
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<tr>
<td>Revision #2</td>
<td>07/08/02</td>
<td>Assistant Chief Engineer – Engineering Unit</td>
<td>Final Acceptance verbiage, Inspection Deposit, Third Inspection and As-Built Drawing Requirements</td>
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<td></td>
<td>05/23/03</td>
<td>Document Control Person</td>
<td>Changed references to Regulatory Unit to Engineering Unit</td>
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<td>Revision #3</td>
<td>10/01/03</td>
<td>Assistant Chief Engineer - Engineering Unit</td>
<td>Changed wording for B-3</td>
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<tr>
<td>Revision #4</td>
<td>11/17/03</td>
<td>Assistant Chief Engineer - Engineering Unit</td>
<td>Changed wording for B-2 and B-3</td>
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