



# CITY of NOVI CITY COUNCIL

**Agenda Item E**  
**September 26, 2016**

**SUBJECT:** Approval of an Agreement between the City of Novi and the City of Wixom for an emergency connection to public water in order to provide a secondary source of water at Ryan Court.

**SUBMITTING DEPARTMENT:** Department of Public Services, Water and Sewer Division *BLC* *174*

**CITY MANAGER APPROVAL:** *[Signature]*

**BACKGROUND INFORMATION:**

This agreement involves an additional water main connection between the City of Novi and the City of Wixom for emergency purposes. The purpose of the connection is to provide a secondary source of water in the event of an emergency, such as a loss of pressure in either city. The connection includes a valve which will be closed during normal operation, separating the two city water systems. If needed, the valve can be temporarily opened until the problem has been resolved.

This will be the fourth connection of this kind between Novi and Wixom. Novi also has three emergency connections with Walled Lake, and one with Farmington Hills.

The City of Wixom initiated the request, and the attached agreement was approved at their September 13, 2016 City Council meeting. The agreement has been reviewed by the City Attorney (see Beth Saarela's letter, attached).

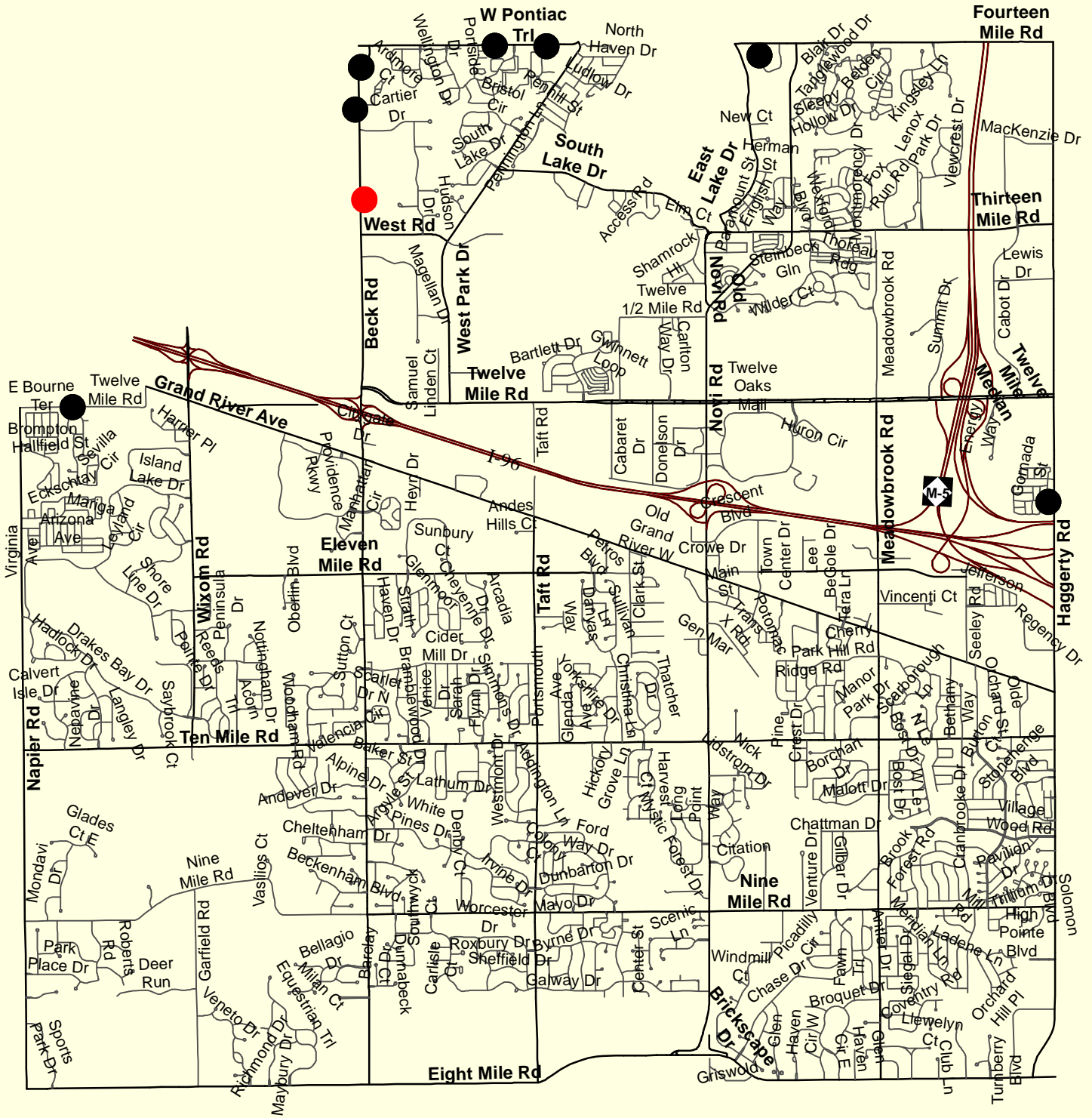
**RECOMMENDED ACTION:** Approval of an Agreement between the City of Novi and the City of Wixom for an emergency connection to public water in order to provide a secondary source of water at Ryan Court.

	1	2	Y	N
Mayor Gaff				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

# Emergency Water Main Connections

## Location Map



Map Author: Croy  
 Date: 9/19/16  
 Project:  
 Version #: v1.0

### Map Legend

- New Emergency Connection
- Existing Emergency Connections

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



## City of Novi

Engineering Division  
 Department of Public Services  
 26300 Lee BeGole Drive  
 Novi, MI 48375  
[cityofnovi.org](http://cityofnovi.org)



1 inch = 4,500 feet





JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.jrslaw.com

September 19, 2016

Benjamin Croy, Water & Sewer Senior Manager  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**RE: Agreement for Emergency Connection to Public Water-*Revised***  
***City of Wixom***

Dear Mr. Croy:

As you know, the City of Wixom is seeking approval from the City of Novi to make an emergency connection to the existing water main in Ryan Court in the City of Novi near the Novi/Wixom border. The purpose of the connection is to provide a secondary source of water supply in the case of an emergency, including loss of pressure, in either community. In the event that either community requires use of the other community's water, the Agreement provides that the community will be billed at current water rates for the community where the water originated. Although this option is available in the event of significant or longer-term water usage, the City has determined that there is currently no feasible means of tracking exact water usage and billing the community. In the event of a long term event, usage could be estimated; however, based on the infrequent and short duration of the usage of the connections, neither community has historically billed for water usage for an emergency connection. The format of the Agreement for Emergency Connection to Public water is consistent with the City's standard format for an Agreement for Emergency Connection with the exception of language that we added to preserve governmental immunity for each party.

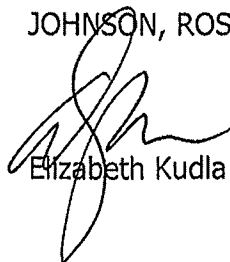
We see no legal impediment to entering into the proposed Agreement for Emergency Connection to Public Water in its current format. The City of Wixom will be placing the enclosed Agreement on its September 13, 2016 Agenda for approval. Once approved and executed by each community, an original should be held in each community's file. We are enclosed two (2) originals for signature upon approval. We will combine the signature pages into a single document once each party has signed the Agreement.

Benjamin Croy, Water and Sewer Senior Manager  
September 19, 2016  
Page 2

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.



Elizabeth Kudla Saarela

EKS

C: Cortney Hanson, Clerk  
Rob Hayes, Public Services Director  
Tim Sikma, Public Works Director – City of Wixom  
Carol Rosati, Esquire  
Thomas R. Schultz, Esquire

**AGREEMENT FOR EMERGENCY CONNECTION TO PUBLIC WATER**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Wixom, a Michigan municipal corporation, located at 49045 Pontiac Trail, Wixom, MI 48393-2567 ("Wixom") and the City of Novi a Michigan municipal corporation, located at 45175 W. Ten Mile Road, Novi, MI 48375 ("Novi"), herein together called the "Parties".

WITNESSETH:

WHEREAS, Novi and Wixom each own and operate a system for water supply which serves that City; and

WHEREAS, the Parties receive water from the same source; and

WHEREAS, from time to time water pressure to each City's main may be lost due to a break in a public water main within either Novi or Wixom; and

WHEREAS, it is in the interest of the public health, safety and welfare, for the Parties to install and maintain a connection between their system consisting of a closed valve with a connection between the two water supply systems, so that each could supply treated water to the other on a temporary basis in the event of an emergency; and

WHEREAS, Novi and Wixom desire to enter into an intergovernmental agreement to provide for the interconnection of their respective water systems, and to specify their respective rights and responsibilities once the systems are connected.

The Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., grants any municipal corporation the power to join with any other municipal corporation by contract for the joint operation of any property, facility, or service which each would have the power to own, operate, or perform separately.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Novi and Wixom agree as follows:

1. That Wixom shall be permitted to make a closed valve connection to the water main of the Novi public water system, in the location described on Exhibit A.
2. Novi shall obtain all necessary governmental permits and approvals for the interconnection of the two systems.
3. All infrastructure installed in Wixom shall be owned and maintained by Wixom. All infrastructure installed in Novi shall be owned and maintained by Novi. The parties hereby grant the necessary repair and maintenance easements over the infrastructure sites.
4. Each Party shall have the authority and the responsibility, at its expense, to own and maintain its own valve connection. In the event of an emergency, either Party may make

repairs to the other Party's infrastructure including the valve and improvements surrounding the valve without notice and/or prior approval.

5. Upon reasonable advance notice, the parties hereby agree and do hereby grant the necessary easements to access any meter that may be installed for purposes of meter reading.
6. The Parties shall have the right to inspect, test and approve all interconnections between its water system and that of the other Party prior to either Party providing treated water service to the other.
7. In the event of an emergency within either City, including but not limited to severe low water pressure, a need for additional water pressure for fire suppression, a system break or failure, or some other loss of capacity or flow, the Parties agree to act in good faith with one another by providing treated water service to each other by way of opening the valve connections.
8. Upon reasonable notice, the Parties each specifically reserve the right to terminate the supply of treated water to the other if deemed necessary to protect the public health, safety and welfare within its own geographic limits. Any water obtained under this Agreement shall be used and provided to persons or entities solely within the recipient City's geographic limits.
9. The charge for any treated water service provided by one party to the other shall be the prevailing rate set by each party. Any charge for emergency usage shall be paid by the City receiving the emergency service within thirty (30) days of receipt of an invoice from the City providing the emergency service. This rate shall be reviewed by the parties every two (2) years during the term of this Agreement. If the water service provided is not metered, the Parties shall bill each other on the basis of a reasonable estimate made and agreed to by both parties based on historical data for water usage for that area.
10. Neither City makes any representation as to the quality of the treated water that it will provide in the event of an emergency, other than that the water that is provided will be treated and will be of the same quality that the City provides to its own customers.
11. To the fullest extent permitted by law, Wixom and Novi mutually agree to indemnify, defend and hold the other harmless for any losses, claims, causes of action, or other liabilities, including any costs, expenses and attorney fees incurred by the other, which arise from the tortious acts or omissions of the other related to this Agreement, with the exception of any gross negligence or intentional acts. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of the parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity. The Parties enter into this Agreement to further the public health, safety and welfare within their communities and do not intend to confer any benefit or privilege upon any party other than themselves.

12. This Agreement may be terminated for any reason by either Party upon one (1) year's written notice to the other.
13. This Agreement shall be binding upon signature and effective upon acceptance of the subject water main by the City of Novi.
14. No waiver of any breach of this Agreement shall be construed to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as in addition to any other remedy provided by law or ordinance.
15. This Agreement shall be construed under the laws of the State of Michigan. If any part, term, or provision is held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

IN WITNESS WHEREOF, the parties have executed this Agreement on the\_\_\_\_day of\_\_\_\_\_ 2016.

{Signatures Begin on Following Page}

CITY OF WIXOM, a Michigan municipal corporation

Kevin W. Hinkley  
Kevin W. Hinkley, Mayor

Catherine Buck  
Catherine Buck, Clerk

COUNTY OF OAKLAND        )  
  ) ss.  
STATE OF MICHIGAN        )

Acknowledged before me on this 13th day of September 2016, by Kevin W. Hinkley, Mayor and Catherine Buck, Clerk, of the City of Wixom, on its behalf.

CRYSTAL OPALKO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Oct 30, 2021  
ACTING IN COUNTY OF

Crystal Opalko  
Notary Public  
My commission expires: 10-30-2021  
Oakland County, Michigan  
Acting in the County of Oakland



CITY OF NOVI, a Michigan municipal corporation

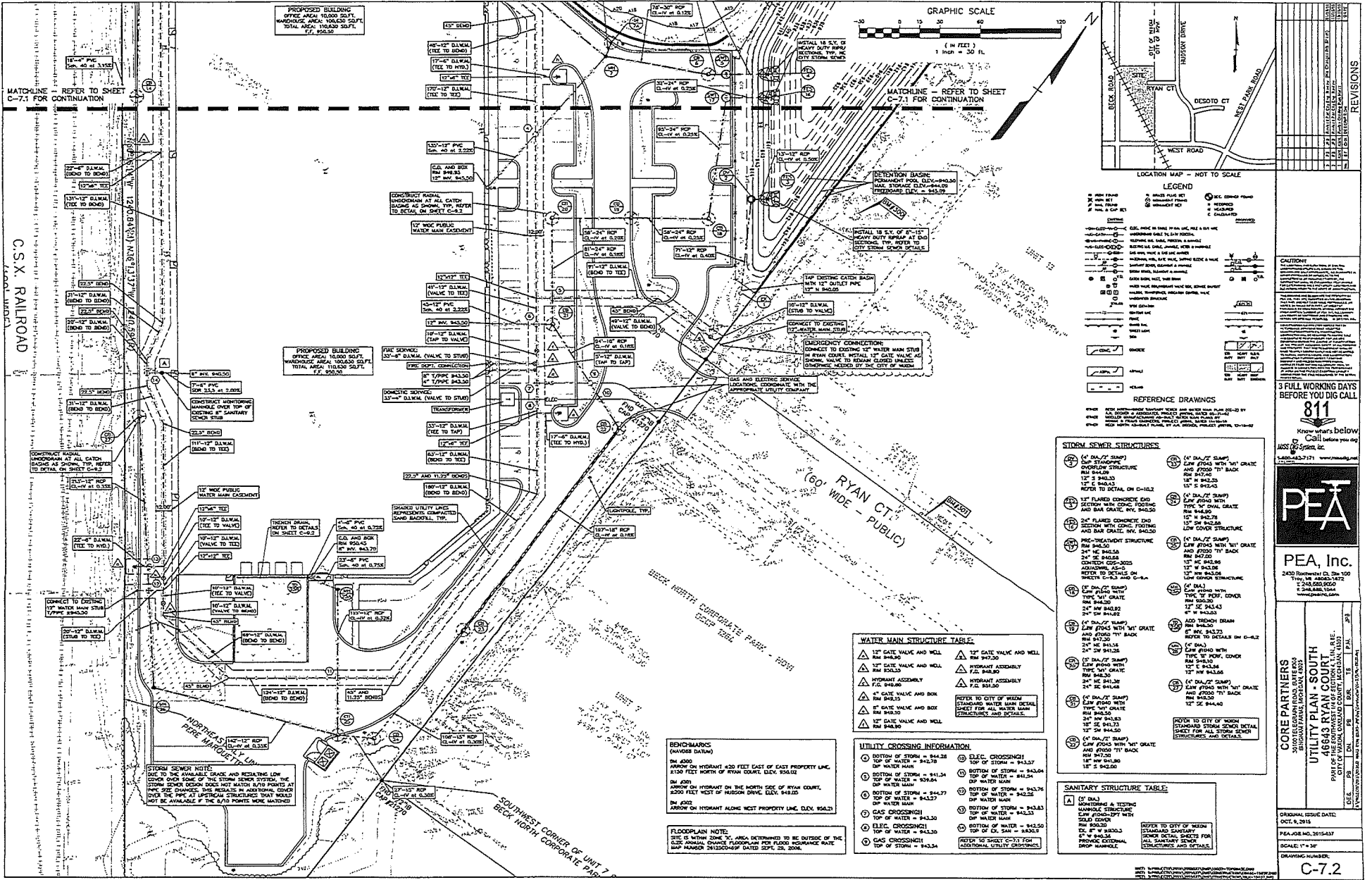
\_\_\_\_\_  
Robert J. Gatt, Mayor

\_\_\_\_\_  
Cortney Hanson, Clerk

COUNTY OF OAKLAND     )  
                                  ) ss.  
STATE OF MICHIGAN    )

Acknowledged before me on this \_\_\_th day of\_\_\_\_, 2016, by Robert J. Gatt, Mayor and Cortney Hanson, Clerk, of the City of Novi, on its behalf.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_  
Oakland County, Michigan  
Acting in the County of \_\_\_\_\_



**REVISIONS**

NO.	DATE	DESCRIPTION
1	10/11/11	ISSUED FOR PERMIT
2	10/11/11	ISSUED FOR PERMIT
3	10/11/11	ISSUED FOR PERMIT
4	10/11/11	ISSUED FOR PERMIT
5	10/11/11	ISSUED FOR PERMIT
6	10/11/11	ISSUED FOR PERMIT
7	10/11/11	ISSUED FOR PERMIT
8	10/11/11	ISSUED FOR PERMIT
9	10/11/11	ISSUED FOR PERMIT
10	10/11/11	ISSUED FOR PERMIT

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SUSTAINABLE DESIGN  
UTILITY PLAN - SOUTH  
46363 RYAN COURT  
PART OF THE SOUTH PLAZA AT RYAN COURT  
CITY OF MUSKOGEE COUNTY, GEORGIA, PROJECT NO. 1110013  
SCALE: 1" = 30'  
DRAWING NUMBER:  
**C-7.2**

ORIGINAL ISSUE DATE:  
OCT. 9, 2011  
PEA JOB NO. 20110437