



## CITY of NOVI CITY COUNCIL

**Agenda Item C**  
**October 9, 2017**

**SUBJECT:** Approval of an Intergovernmental Water Service Agreement with Northville Township to allow the property at 48385 Eight Mile Road, Northville Township, 48167, to connect to the City of Novi's public water system.

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

**CITY MANAGER APPROVAL:** 

### **BACKGROUND INFORMATION:**

A Northville Township resident, Joel Weber, at 48385 Eight Mile Road has requested the opportunity to connect his house to Novi's water system because there is currently no public water available from Northville Township in the area. Furthermore, Northville Township does not have plans in the near future to provide water service to this area or this parcel.

Novi and Northville Township have worked together to develop the attached Water Service Agreement. The City attorney has reviewed the agreement, and sees no legal impediment to entering into this agreement (see attached letter from Elizabeth Saarela, dated September 28, 2017). The agreement states that this is a temporary connection, and in the event that water does become available to the property from Northville Township's water system, this property will be required to connect to that system and disconnect from Novi's system. Included in the proposed agreement are provisions for Northville Township to assist Novi in collecting any delinquent water services charges to the extent permitted by state law and local ordinance.

**RECOMMENDED ACTION:** Approval of an Intergovernmental Water Service Agreement with Northville Township to allow the property at 48385 Eight Mile Road, Northville Township, 48167, to connect to the City of Novi's public water system.



JOHNSON ROSATI SCHULTZ JOPPICH PC

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Elizabeth Kudla Saarela  
esaarela@jrslaw.com

www.jrslaw.com

September 28, 2017

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

**RE: Intergovernmental Water Service Agreement with Northville Township**

Dear Mr. Croy:

Enclosed for placement on an upcoming City Council Agenda for approval, please find the Water Service Agreement between the City of Novi, Northville Township, and a Northville resident requesting temporary water service from the City of Novi until such time as water service is available from Northville Township. The resident will be responsible for the payment of all required permit fees, tap fees and meter fees to the City for the water connection. The resident will also be responsible for the payment of all water bills directly to Novi. The connection will remain in place until water service becomes available within Northville Township and Northville Township elects to have the resident disconnect from Novi water service. Novi may also require disconnection in the event that Northville water service becomes available, or in the event that a court order restricts or limits the City's right to obtain, sell contract for or distribute water service.

The Water Service Agreement was prepared by the City and has been reviewed and approved by Northville Township as to format and content. We see no legal impediment to entering into the Agreement as requested. Once approved, the City may execute the Agreement in the usual manner and return it to the Northville Township resident and the Township for execution.

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

Benjamin Croy, Water and Sewer Senior Manager  
September 28, 2017  
Page 2

EKS

C: Cortney Hanson, Clerk  
Victor Cardenas, Assistant City Manager  
Thomas R. Schultz, Esquire

**WATER SERVICE AGREEMENT**

THIS WATER SERVICE AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and among the CITY OF NOVI whose address is 45175 Ten Mile, Novi, MI, 48375, hereinafter referred to as "Novi"; the CHARTER TOWNSHIP OF NORTHVILLE, whose address is 41600 Six Mile, Northville, MI 48168, hereinafter referred to as "Northville"; and Joel Weber, whose address is 48385 Eight Mile Road, Northville Township 48167, hereinafter referred to as "Customer."

WHEREAS, the property of Customer is located within the boundaries of the Charter Township of Northville, Oakland County, Michigan, as per the attached legal description referred to as Exhibit "A";

WHEREAS, water service to said property is not yet available from Northville; and

WHEREAS, Novi has agreed to enter into this Agreement with Northville and Customer to supply water to said property of Customer until such time as Northville makes a public water supply available to said property of Customer, or as otherwise provided herein;

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Customer shall apply to Novi for permits necessary under Novi's ordinances to tap into Novi's water main. Novi shall issue a permit to Customer upon receipt of all documentation

and permit fees, tap fees and meter fees required in accordance with applicable ordinances and resolutions, as amended from time to time. Customer shall be responsible for and bear all costs and expenses incurred by the parties in the administration of this permit procedure, and any other costs or expenses incurred by the parties in connecting Customer to Novi's water system.

2. Customer shall also apply for a plumbing permit from Northville. Upon receipt of all documentation and permit fees required by applicable City ordinance, Northville shall inspect and test any equipment installed within the City of Northville up to and into Customer's residence to ensure it meets Northville standards. Upon completion of inspection and approval of the improvements by Northville, Novi will install its meter at Customer's residence.

3. Novi shall bill Customer directly for water services furnished to the property described on Exhibit "A" at the rate fixed for like quantities of water and water service furnished to other consumers of the Novi water System, said rate being subject to change by Novi at any time.

4. Novi shall add a water service fee charge for any and all services that Novi renders to Customer or Northville. The added water service fee charge shall be substantiated for the sole purpose of reimbursing Novi for the cost of administrative services. The amount of 10% of the total billed cost shall be charged as the water service fee.

5. Charges for water service furnished by the Novi System shall be collected on a quarterly basis, and bills shall be sent to Customer immediately after the end of the period and shall be due and payable at the office of the city treasurer 30 days after the date of the bill. For all bills not paid within 30 days of the date of the bill, a one-time penalty of ten percent shall be added to the bill. In the event that Customer is delinquent with respect to payment for water service, Novi shall have the right to shut off and discontinue the supply of water service to the subject Property for nonpayment of water rates when due in accordance with the procedure set

forth within Novi's ordinance. Water services so discontinued shall not be restored until all sums then due and owing shall be paid, plus a turn-on charge as set from time to time by resolution of the Novi City Council. Northville shall assist Novi in collecting delinquent water services charges to the extent permitted by state law and local ordinance.

6. In the event that a water extension is constructed within Northville in the future to serve the property, the Customer shall, at the option of the Northville, disconnect and remove the above-described temporary connection from the Novi water main and connect to the Northville water extension, at Owner's expense, and shall pay all fees, charges and assessments related to connecting to the Northville water extension. Customer shall be responsible for the cost of disconnection from and any necessary restoration of the City of Novi water system resulting from the disconnection.

7. In the event that the Northville water extension is constructed and becomes available in the future to serve the property and the cost thereof is levied by way of special assessment, connection charge or otherwise against properties benefited, including the above-described property, the Customer, agrees to pay such special assessment, connection charge or other charge to Northville in accordance with the ordinance or resolution establishing the same whether or not the property is actually connected to said Northville water main.

8. In the event the Northville water main is installed through a payback arrangement or payback district, the Customer agrees to pay Northville the proportionate share of the water extension installation attributed to the property by Northville in one lump sum upon notification from the City.

9. In the event a petitioning effort is ever initiated regarding the installation of said Northville water main by way of a special assessment, this Agreement shall constitute and will be considered an unconditional "YES" vote – with respect to the property and the owners of the

property at the time of the petition – in favor of the establishment of the special assessment district, the water extension installation project, and the special assessment amount whether or not an actual petition is ever signed. This includes any such efforts, whether initiated by surrounding property owners or Northville. Additionally, it is hereby agreed that no objection shall be made with respect to the establishment of such a special assessment district, water extension installation project, or the special assessment amount for such project by or on behalf of the property or any of the owners of the property at the time.

10. At all times until the Novi water main is disconnected and removed and a connection is made to the Northville water extension, Customer shall and hereby agrees to release, hold harmless and indemnify Northville and all of its officials (elected and appointed), officers, directors, employees, consultants, agents, volunteers, councils, boards, and commissions from and against any and all claims, actions, suits, liability and responsibility related in any way whatsoever to this Agreement and/or the temporary water connection described and permitted herein.

11. This Agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the rights of Novi to obtain, sell, contract for or distribute water service. Novi shall give notice to Customer and Northville within a reasonable time after receiving notice of commencement of any court proceedings affecting the right of the Customer to receive water services under this Agreement. Novi reserves the right to require Customer to disconnect from the Novi water main if and when Northville makes water extension available to the residence of Customer. In the event that Novi does require Customer to disconnect from its water main, Customer shall have ninety (90) days from the date of notification (weather permitting) to make alternate arrangements for water service. In that event, Novi shall not be required to reimburse or repay either Northville or Customer for costs incurred

by Northville or Customer as a result of connection to Northville or disconnections from the Novi water supply system. Customer is responsible for and shall pay for the costs of disconnection and any necessary restoration of the Novi water system resulting from disconnection to Novi.

12. Novi will not be responsible for damages for any interruption or failure to supply water service and shall be held harmless by the Customer, from all damages of any kind, nature and description, which may arise as a result of making this Agreement and furnishing water service as provided herein. In addition, at all times until the Customer is no longer connected to the Novi water main /water system and/or using Novi's water, Customer shall and hereby agrees to release, hold harmless and indemnify Novi and all if its officials (elected and appointed), officers, directors, employees, consultants, agents, volunteers, councils, boards, and commissions from and against any and all claims, actions, lawsuits, liability, damages, and responsibility of any kind or nature related in any way whatsoever to this Agreement and/or the Customer's connection to and use of the Novi water system.

13. Notwithstanding anything set forth in this Agreement, each party shall be responsible for the claims made against that party and for the acts of its employees or agents. Neither Novi, nor Northville, shall have any rights under any legal principle to be indemnified by each other for any act of each one's employees or agents in connection with any claim. Further, this Agreement does not and is not intended to impair, divest, delegate or contravene any constitutional, statutory, 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 for either Novi or Northville.

14. This Agreement is to be construed in accordance with the laws of the State of Michigan. If any part, term or provision of this Agreement is by the courts held to be illegal or in



conflict with any law of the State of Michigan or the United States, the validity of the remaining portion or provision 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.

15. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

16. This Agreement shall be binding upon the parties hereto, their successors and assigns, and transferees, and the obligations contained herein shall be binding upon and run with the land described herein and shall be assigned by the customer to the subsequent purchase of the land.

17. This Agreement shall be recorded with the Oakland County Register of Deeds.

18. Novi agrees not to attempt to annex any parcel to which it is providing water services within Northville.

19. This Agreement constitutes full agreement of the parties. The parties hereto have entered into this Agreement with no intention of conferring any benefit upon or creating any obligation to any party other than the signatories hereto, their successors and assigns. Any amendments to this Agreement shall be in writing executed by all of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate on the date and year recited above.

{Signatures Begin on the Following Page}

WITNESSES:

CITY OF NOVI

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

\_\_\_\_\_ By: \_\_\_\_\_  
Cortney Hanson, City Clerk

STATE OF MICHIGAN     )  
                                  ) ss.  
COUNTY OF OAKLAND    )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, personally appeared Robert Gatt and Cortney Hanson, who, being duly sworn, did say that they are the Mayor and Clerk of the City of Novi and that they executed this Agreement in their capacity as Mayor and Clerk for the City of Novi.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES:

NORTHVILLE TOWNSHIP

\_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND        )

On this \_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, personally appeared \_\_\_\_\_, who, being duly sworn, did say that they are the Township Supervisor and Clerk of the Northville Township and that they executed this Agreement in their capacity as and Clerk for the Northville Township.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES:

CUSTOMER

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, a Notary Public, personally appeared, \_\_\_\_\_, a \_\_\_\_\_ man, who, being duly sworn, did say that they executed this Agreement.

\_\_\_\_\_  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

Drafted by: :  
Elizabeth K. Saarela, Esquire  
JOHNSON ROSATI SCHULTZ & JOPPICH, P.C.  
27555 Executive Drive, Suite 250  
Northville, Michigan 48331

When recorded return to:

**PROPERTY DESCRIPTION EXHIBIT**

05B1 THE NORTH 165.0 FT OF THE WEST 132.0 FT OF THE N E 1/4 OF SEC 5 EXCEPT THE NORTH 60.0 FT THEREOF 0.32 ACRE

Parcel No: 77 017 99 0002 000

More commonly known as:

48385 8 MILE RD NORTHVILLE, MI 48167

# 48385 Eight Mile, Northville Twp.

Location Map

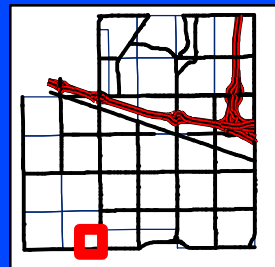


**48385 EIGHT MILE**

Map Author: Croy  
Date: 9/28/17  
Project: GLWA Meter Connections  
Version #: v1.0

#### 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



1 inch = 400 feet

