



CITY of NOVI CITY COUNCIL

**Agenda Item M
August 10, 2009**

SUBJECT: Approval of an Agreement for Emergency Connection to Public Water with the City of Wixom for secondary emergency water connection on 12 Mile Road near Napier *Road.*

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *BTC*

CITY MANAGER APPROVAL: *RTH*

BACKGROUND INFORMATION:

The 12 Mile Road Reconstruction, Paving and Roadside Improvements project, which is being considered as a separate item on this agenda, provides an opportunity to establish an emergency water connection with the City of Wixom that will provide redundant water service to the western portion of the City in case of an emergency. Currently, Knightsbridge Gate (near 12 Mile and Napier) is served by a long dead end water main. The emergency connection to Wixom will allow Novi or Wixom to serve customers adjacent to the connection in an emergency, such as a failure of the supply water main or a loss of pressure. The connection is being funded entirely by the City of Novi, as Wixom has opted not to participate in the cost. However, the emergency connection is valuable to Novi for the reasons addressed above (please see attached water main map).

The agreement was drafted and has been reviewed by the City Attorney's office (see Beth Kudla's letter, attached). The agreement was approved by the Wixom City Council on July 29, 2009.

RECOMMENDED ACTION: Approval of an Agreement for Emergency Connection to Public Water with the City of Wixom for secondary emergency water connection on 12 Mile Road near Napier.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

July 30, 2009

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Brian Coburn, Senior Civil Engineer
Public Services – DPW Garage
26300 Delwal Drive
Novi, MI 48375

**RE: Agreement for Emergency Connection to Public Water
City of Wixom
Our File No. 55142 NOV**

Dear Mr. Coburn:

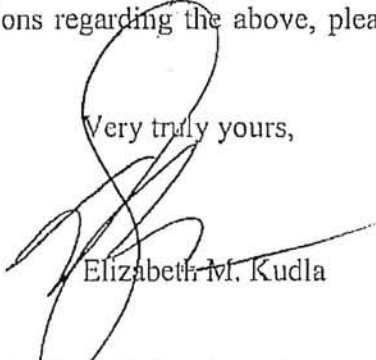
We have received and reviewed a copy of the Agreement for Emergency Connection to Public Water that was approved by Wixom City Council on Tuesday, July 29, 2009, for the operation and maintenance of an emergency water connection between the City of Wixom and the City of Novi on 12 Mile Road east of Napier Road.

Given that Engineering has prepared the attached Exhibit, and the Agreement is in the City's approved standard format for emergency water connection agreements, we see no legal impediment to approval of the Agreement by City Council.

It should be noted that the City of Wixom will provide an executed original Agreement, along with a copy of the minutes including the approval of the Agreement by Wixom City Council within the next few weeks. Once the executed copy is provided by Wixom and subsequently executed by the Mayor, the original should be maintained on file with the City Clerk and a duplicate original or a copy returned to the City of Wixom for its file.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



Elizabeth M. Kudla

EMK

Enclosure

cc: Maryanne Cornelius, City Clerk (w/Enclosure)
Rob Hayes, DPS Director (w/Enclosure)
Benjamin Croy, Civil Engineer (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

AGREEMENT FOR EMERGENCY CONNECTION TO PUBLIC WATER

THIS AGREEMENT is made this ____ day of _____, 200_, 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 Novi shall be permitted to make a closed valve connection to the water main of the Wixom 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. 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 _____, 200_.

In the presence of:

CITY OF WIXOM

BY _____

BY _____

CITY OF NOVI

BY _____
David Landry, Mayor

BY _____
Maryanne Cornelius, Clerk

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 200_, before me, a Notary Public in and for
said _____ County, _____ personally _____ appeared
_____ to me personally
known, who, being by me duly sworn executed the within instrument by authority of its
_____ ; and said _____ acknowledged said instrument
to be the free act and deed of said municipal corporation.

Notary Public
Oakland County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

On this _____ day of _____, 200_, before me, a Notary Public in and for
said County, personally appeared David Landry, Mayor, and Maryanne Cornelius, City Clerk, to
me personally known, who, being by me duly sworn, executed the within instrument by authority
of its City Council; and said David Landry and Maryanne Cornelius acknowledged said
instrument to be the free act and deed of said municipal corporation.

Notary Public

Notary Public
Oakland County, Michigan
My commission expires: _____

Exhibit A

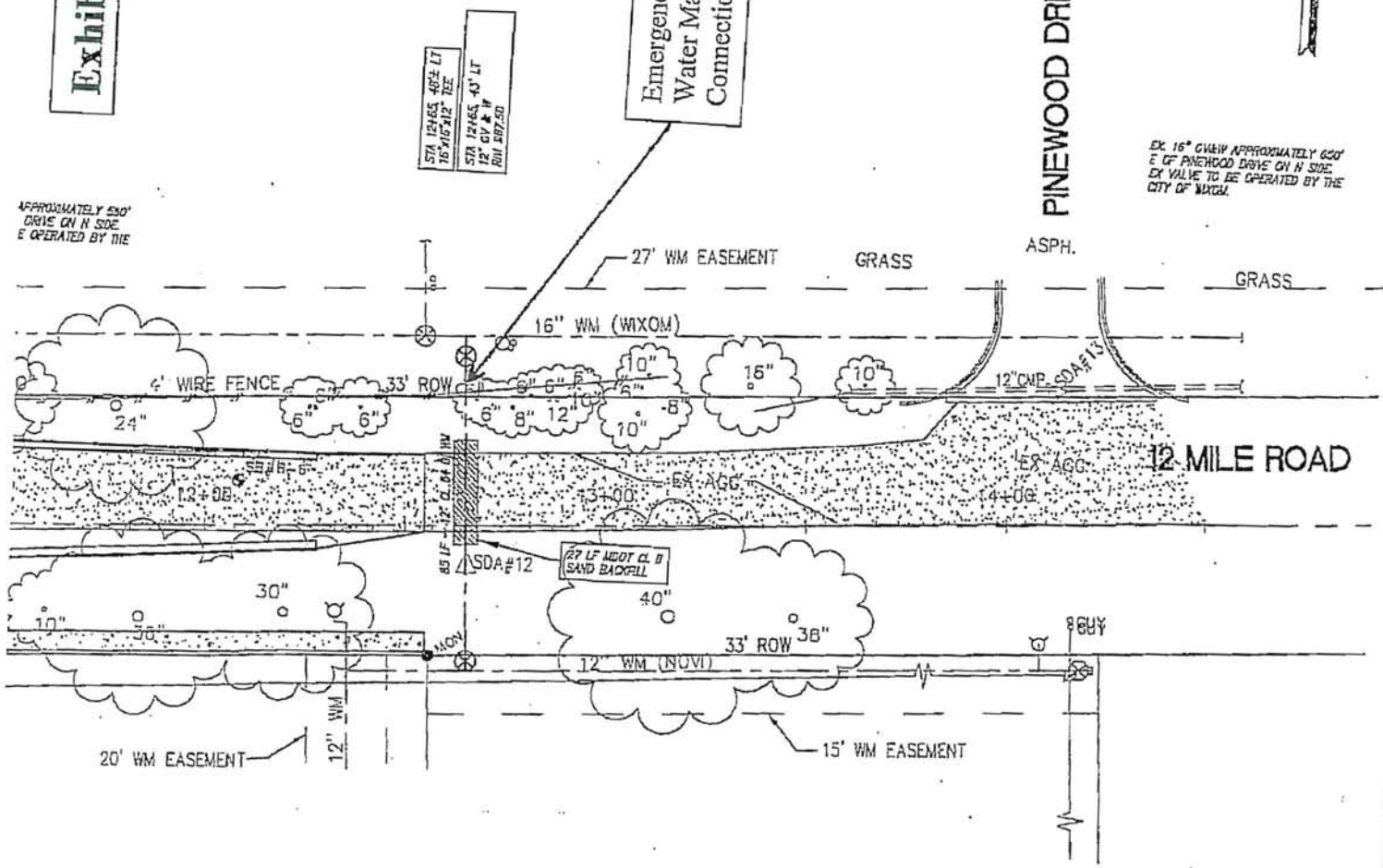


Emergency Water Main Connection

PINEWOOD DRIVE

EX. 16" C/W/M APPROXIMATELY 650' E OF PINEWOOD DRIVE ON N SIDE. EX VALVE TO BE OPERATED BY THE CITY OF NIXCAL.

APPROXIMATELY 530' DRIVE ON N SIDE OPERATED BY THE



Location Map

Water Main Emergency Interconnection with Wixom



Map Author: Brian Coburn
 Date: 07/31/09
 Project:
 Version #: 1.0

Map Legend

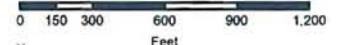
- Water Main
- City Incorporated Boundary

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 Service
 45175 W Ten Mile Rd
 Novi, MI 48375
 cityofnovi.org



1 inch = 792 feet