



CITY OF NOVI CITY COUNCIL
MARCH 28, 2022

SUBJECT: Approval of an Agreement for Direct/Temporary Connection to Sanitary Sewer and Water Main allowing 24561 Glenda Ave. (50-22-22-301-035) to connect to the City's public sanitary sewer system on Taft Road.

SUBMITTING DEPARTMENT: Department of Public Works, Water and Sewer Division

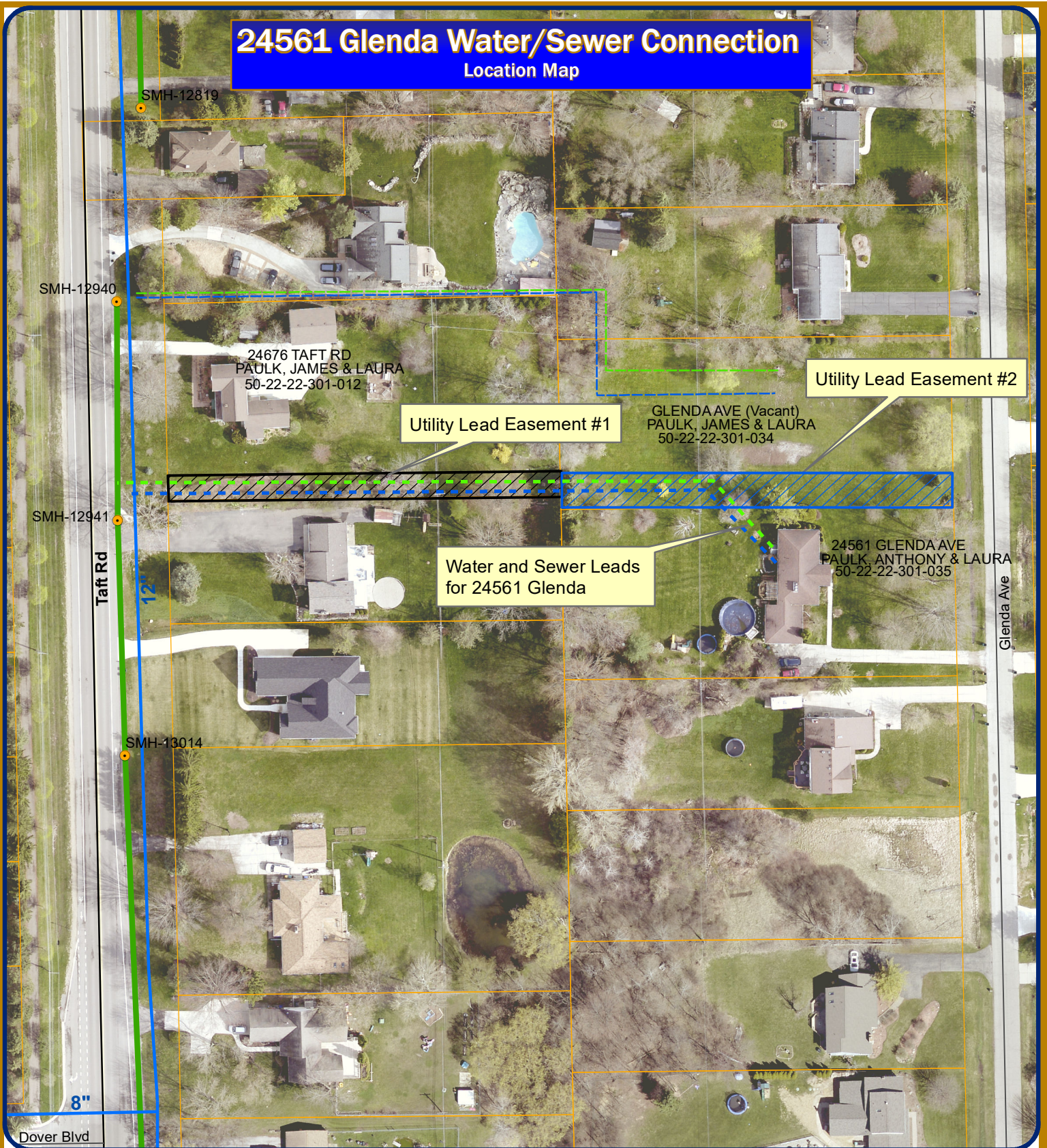
BACKGROUND INFORMATION:

A residential property owner contacted staff to inquire providing sanitary sewer and water service to 24561 Glenda (see map). Sanitary sewer and water do not exist along Glenda Avenue. However, the owner of this parcel has acquired an easement over the parcel to the north and to the west as necessary to allow private lead connections to the water and sewer mains along the east side of Taft Road.

This connection would be considered temporary and therefore requires the enclosed *Agreement for Direct/Temporary Connection to Sanitary Sewer*. The Agreement gives the City the right to require the parcel to abandon the temporary connection and reconnect to a sanitary sewer or water should a main be installed along Glenda Avenue in the future. The Agreement also stipulates the parcel shall be included in any future special assessment should a special assessment be established to fund the construction of a sanitary sewer benefitting this parcel. The City Attorney reviewed the attached documentation and found no legal impediment to entering the agreement (Beth Saarela, March 18, 2022).

RECOMMENDED ACTION: Approval of an Agreement for Direct/Temporary Connection to Sanitary Sewer and Water Main allowing 24561 Glenda Ave. (50-22-22-301-035) to connect to the City's public sanitary sewer system on Taft Road.

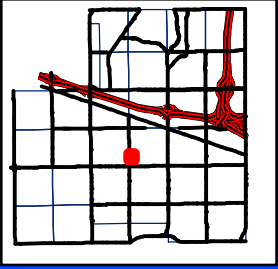
24561 Glenda Water/Sewer Connection Location Map



Map Author: Croy
Date: 3/17/22
Project: 24561 Glenda
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 = 100 feet



**AGREEMENT FOR DIRECT/TEMPORARY CONNECTION TO
SANITARY SEWER AND WATER MAIN**

THIS AGREEMENT is made this 14 day of March, 2022 by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375 ("City"), and Anthony and Laura Paulk, husband and wife, whose address is 24561 Glenda Ave., Michigan 48375 ("Owner")

RECITATIONS:

WHEREAS, the OWNER owns certain real property located within the City of Novi, Oakland County, Michigan, described as follows:

24561 Glenda Ave., Novi, MI 48375
Parcel ID # 50-22-22-301-035

T1N, R8E, SEC 22 SALLOW'S WALNUT HILL NO. 2 SUB LOT 73 (the "Property")

WHEREAS, public lateral sanitary sewers and water mains of the City of Novi are not as yet available to serve said property, and

WHEREAS, lateral sanitary sewers and water mains may eventually be constructed to serve the individual properties located in the subdivision and/or area in which the Property is located, which lateral sewers and water mains may be financed by the levying of a special assessment or connection charge against the properties especially benefited, and

WHEREAS, the OWNER wishes to be served by sanitary sewer and water facilities at this time in order to develop the Property, and

WHEREAS, it is possible to provide sanitary sewer and water services to the Property by means of a direct/temporary connection to the sanitary sewer and water main by providing private connections through 24676 Taft Rd, Novi, Michigan 48375 and parcel 22-22-301-034 in Novi, MI 48375 to the sanitary sewer and water main located along the east side of Taft Road (the "Sanitary Sewer").

WHEREAS, the CITY is willing to permit a direct/temporary connection to the sanitary sewer and water main in accordance with the following conditions,

NOW, THEREFORE, in consideration of the CITY providing sewage disposal and water distribution facilities to the Property in advance of the date at which said facilities would otherwise be available to the Property and of the payment by the OWNER to the CITY of all connection charges, permit fees and other costs presently required by ordinance or resolution of the City of Novi, it is hereby agreed:

1. The OWNER shall be permitted to make a direct/temporary connection from the Property to the sanitary sewer, which is part of the City of Novi sewage disposal system, and the water main, which is part of the City of Novi water distribution system, such connections to be made in the manner and at the location to be determined by the CITY.
2. Charges for connection to and for sewage disposal and water distribution services rendered to the Property shall be in accordance with the applicable ordinances and resolutions of the City of Novi including amendments, additions and reenactments thereto.
3. The cost of the construction of all facilities necessary to connect the Property to the sewer and water system shall be at the expense of the OWNER.
4. In the event that lateral sanitary sewers or water mains are constructed in the future to serve the Property, the OWNER shall, at the option of the CITY, disconnect from said sanitary sewer and/or water main and connect to the new lateral sewer or water main.
5. In the event that lateral sewers or water mains are constructed 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 Property, the OWNER agrees to pay such special assessment, connection charge or other charge to the CITY in accordance with the ordinance or resolution establishing the same whether or not the Property is actually connected to said lateral sewer or water main.
6. In the event the sanitary sewer or water main is installed through a payback arrangement or payback district, the OWNER agrees to pay to the CITY their proportionate share of the sanitary sewer or water main installation in one lump sum upon notification from the CITY.

7. In the event a petitioning effort is ever initiated, the Property will be considered an unconditional YES vote in favor of the sanitary sewer or water main installation in the City of Novi whether or not an actual petition is ever signed. This includes any efforts by surrounding property owners or the City of Novi regarding the installation of the sanitary sewer or water main.
8. This AGREEMENT shall be binding upon the parties hereto, their heirs, successors, legatees, devisees and assigns and the original of this AGREEMENT shall be recorded in the Office of the Register of Deeds.
9. The OWNER hereby warrants and represents that he/she is the owner of the property above-described, understands the provisions of this AGREEMENT and fully agrees to abide by the terms hereof and bind the above property to the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands at the City of Novi, Oakland County, Michigan on the date above-stated.

{Signatures Begin on Following Page}

OWNER

Anthony Paulk
Owner 1

Laura Paulk
Owner 2

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of March, 2022, by Anthony & Laura Paulk, husband and wife.

Victor F. Boron

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/15/2026

VICTOR F. BORON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 15, 2026
ACTING IN COUNTY OF Oakland

CITY

CITY OF NOVI
A Municipal Corporation


By: _____
Its: **Robert J. Gatt, Mayor**

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this 14 day of March 2022, by, Robert J. Gatt, on behalf of the City of Novi, a Municipal Corporation.

Melissa Morris

MELISSA E. MORRIS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 25, 2028
ACTING IN COUNTY OF Oakland

Notary Public
Acting in Oakland County, Michigan
My Commission Expires: March 25, 2028

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|---|--|
| <p>Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331</p> | <p>And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375</p> |
|---|--|

ELIZABETH KUDLA SAARELA
esaarela@rsjalaw.com

2755 Executive Drive, Suite 250
Farmington Hills, Michigan 48331
P 248.489.4100 | F 248.489.1726
rsjalaw.com



ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

March 18, 2022

Ben Croy, City Engineer
City of Novi
Department of Public Works
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: 24561 Glenda Temporary Connection

Dear Mr. Croy:

We have received and reviewed the Agreement for Direct/Temporary Connection to Sanitary Sewer and Water Main provided by Anthony and Laura Paulk for the property located at 24561 Glenda. The Agreement is for the purpose of authorizing a temporary connection to the City's public water and sanitary sewer systems by connecting through a temporary water line and sewer lead through the adjacent properties. The Agreement requires the applicant to disconnect from the temporary connection at the time a permanent connection becomes available. The applicant will be required to participate in any future special assessment or pay the proportionate cost required to connect to a new water main or sanitary sewer. All other standard connection and permit fees must be paid at the time the temporary connection is made. The Agreement is satisfactory for the purposes provided and may be placed on an upcoming City Council Agenda for approval. Once approved, the City may execute the Agreement in the usual manner and we will record it with the Oakland County Register of Deeds in the usual manner.

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

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC



Elizabeth Kudla Saarela

EKS
Enclosure

Ben Croy, City Engineer
City of Novi
Department of Public Works
March 18, 2022
Page 2

C: Cortney Hanson, Clerk (w/Enclosure)
Jeff Herczeg, Director of Public Works (w/Enclosure)
Thomas R. Schultz, Esquire (w/Enclosure)

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Anthony Paulk
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Laura Paulk
Owner 2

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

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Victor F. Boron
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 12/15/2026

VICTOR F. BORON
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Dec 15, 2026
ACTING IN COUNTY OF Oakland

CITY

CITY OF NOVI
A Municipal Corporation

By:
Its:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on this ____ day of _____ 201__, by _____, on behalf of the City of Novi, a Municipal Corporation.

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

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| Drafted by: Elizabeth Kudla Saarela Johnson, Rosati, Schultz & Joppich, P.C. 27555 Executive Drive, Suite 250 Farmington Hills, MI 48331 | And when recorded return to: Cortney Hanson, City Clerk City of Novi 45175 Ten Mile Rd Novi, MI 48375 |
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