



## CITY of NOVI CITY COUNCIL

Agenda Item M  
July 9, 2018

**SUBJECT:** Approval of an Agreement for Direct/Temporary Connection to Sanitary Sewer allowing parcel 50-22-22-302-001 on Glenda Avenue to connect to the City's public sanitary sewer system at Kerri Court.

**SUBMITTING DEPARTMENT:** Department of Public Works, Water & Sewer Division

**CITY MANAGER APPROVAL:** 

### BACKGROUND INFORMATION:

A residential property owner contacted staff to inquire about how to provide sanitary sewer service to the locked parcel located at the north end of Glenda (see map). Sanitary sewer main does not exist along Glenda Avenue, and the parcel did not meet the septic field construction standards from Oakland County. However, the owner of this parcel also owns the parcel to the north, and is willing to grant an easement allowing installation of a sewer lead on their property. The new private low-pressure force main lead would allow for an extension northwest to an existing sanitary sewer on Kerri Court.

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 should one 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, June 26, 2018).

**RECOMMENDED ACTION:** Approval of an Agreement for Direct/Temporary Connection to Sanitary Sewer allowing parcel 50-22-22-302-001 on Glenda Avenue to connect to the City's public sanitary sewer system at Kerri Court.



# Temporary Sanitary Sewer Connection

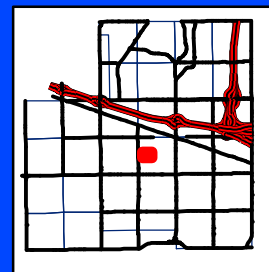
## Location Map



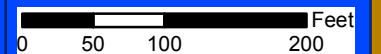
Map Author:  
Date:  
Project:  
Version #:

**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





**AGREEMENT FOR DIRECT/TEMPORARY CONNECTION TO SANITARY SEWER**

THIS AGREEMENT is made this 25 day of June, 2018 by and between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375 ("City"), and Michael Koveleski and Katherine Koveleski, husband and wife, whose address is 49732 Potomac Road, Canton, Michigan 48188 ("Owner")

RECITATIONS:

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

Vacant, Glenda, Novi, MI 48375  
Parcel ID # 50-22-22-302-001

T1N, R8E, SEC 22 SALOW'S WALNUT HILL NO. 2 SUB LOT 60 (the "Property")

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

WHEREAS, lateral sanitary sewers 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 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 facilities at this time in order to develop the Property, and

WHEREAS, it is possible to provide sanitary sewer services to the Property by means of a direct/temporary connection to the sanitary sewer by providing a low pressure sewer connection through 25000 Glenda, Novi, Michigan 48375 to the sanitary sewer located in the Cedarspring Estates Subdivision No. 4 (the "Sanitary Sewer").

WHEREAS, the CITY is willing to permit a direct/temporary connection to the Sanitary Sewer in accordance with the following conditions,

NOW, THEREFORE, in consideration of the CITY providing sewage disposal 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, such connection 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 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 shall be at the expense of the OWNER.
4. In the event that lateral sanitary sewers are constructed in the future to serve the Property, the OWNER shall, at the option of the CITY, disconnect from said sanitary sewer and connect to the lateral sewer.
5. In the event that lateral sewers 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.
6. In the event the sanitary sewer is installed through a payback arrangement or payback district the OWNER agrees to pay to the CITY their proportionate share of the sanitary sewer 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 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.
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}



**CITY**

CITY OF NOVI  
A Municipal Corporation

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

STATE OF MICHIGAN        )  
  ) ss.  
COUNTY OF OAKLAND     )

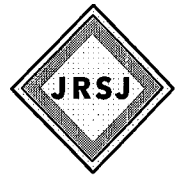
The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 201\_\_, by \_\_\_\_\_, on behalf of the City of Novi, a Municipal Corporation.

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

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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ELIZABETH KUDLA SAARELA  
esaarela@jrsjlaw.com

27555 Executive Drive, Suite 250  
Farmington Hills, Michigan 48331  
P 248.489.4100 | F 248.489.1726  
www.jrsjlaw.com



JOHNSON ROSATI  
SCHULTZ JOPPICH

June 26, 2018

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 Direct/Temporary Connection to Sanitary Sewer  
*Vacant – Glenda***

Dear Mr. Croy:

We have prepared the enclosed Agreement for Direct/Temporary Connection to Sanitary Sewer between the City of Novi and the owner of Parcel 22-22-302-001, more commonly known as a vacant parcel on Glenda. The Agreement permits the property owner to connect to an existing sanitary sewer by service line over and through the adjacent parcel until such time as a public sanitary is available. The adjacent property owner has provided a sanitary sewer easement to the property owner to allow the connection. The service line will remain private.

When a sanitary sewer is available, the City can require the property owner to disconnect from the temporary service line and connect to the public sanitary sewer. Additionally, the property owner will be responsible for paying any special assessment or other contribution toward public sanitary sewer constructed to service the subject property. The Agreement provides for an affirmative approval of any special assessment proposed to serve the property with sanitary sewer.

The Agreement may be placed on an upcoming City Council Agenda for approval. Once approved by City Council and executed by both parties, the Agreement should be recorded with the Oakland County Register of Deeds.

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 & Sewer Senior Manager  
City of Novi  
June 26, 2018  
Page 2

EKS

Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Victor Cardenas, Assistant City Manager (w/Enclosure)  
Jeffrey Herczeg, Public Services Director (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)



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**RECITATIONS:**

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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

*Michael Kovaleski*  
MICHAEL KOVĀLESKI

*Katherine Kovaleski*  
KATHERINE KOVĀLESKI

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

The foregoing instrument was acknowledged before me this 25 day of June, 2018, by Michael and Katherine Kovaleski, husband and wife.

LISA DEMEO  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Jan 10, 2022  
ACTING IN COUNTY OF Oakland

*Lisa Demeo*  
Notary Public  
Acting in Oakland County, Michigan  
My Commission Expires: 1-10-2022

**CITY**

CITY OF NOVI  
A Municipal Corporation

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF OAKLAND    )

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Acting in Oakland County, Michigan  
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