



CITY OF NOVI CITY COUNCIL
JULY 13, 2026

SUBJECT: Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.

SUBMITTING DEPARTMENT: Department of Public Works, Engineering and Water & Sewer

KEY HIGHLIGHTS:

- Novi has eight existing emergency water system connections with the Cities of Wixom, Walled Lake, and Farmington Hills. This would be the first with Northville.
- Emergency connections allow for a temporary connection between communities during a water emergency.

BACKGROUND INFORMATION:

This agreement involves an additional water main connection between the City of Novi and the City of Northville 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 is primarily for the benefit of Northville due to the operating pressures of the two water systems, and therefore Northville is responsible for the entire cost of the project.

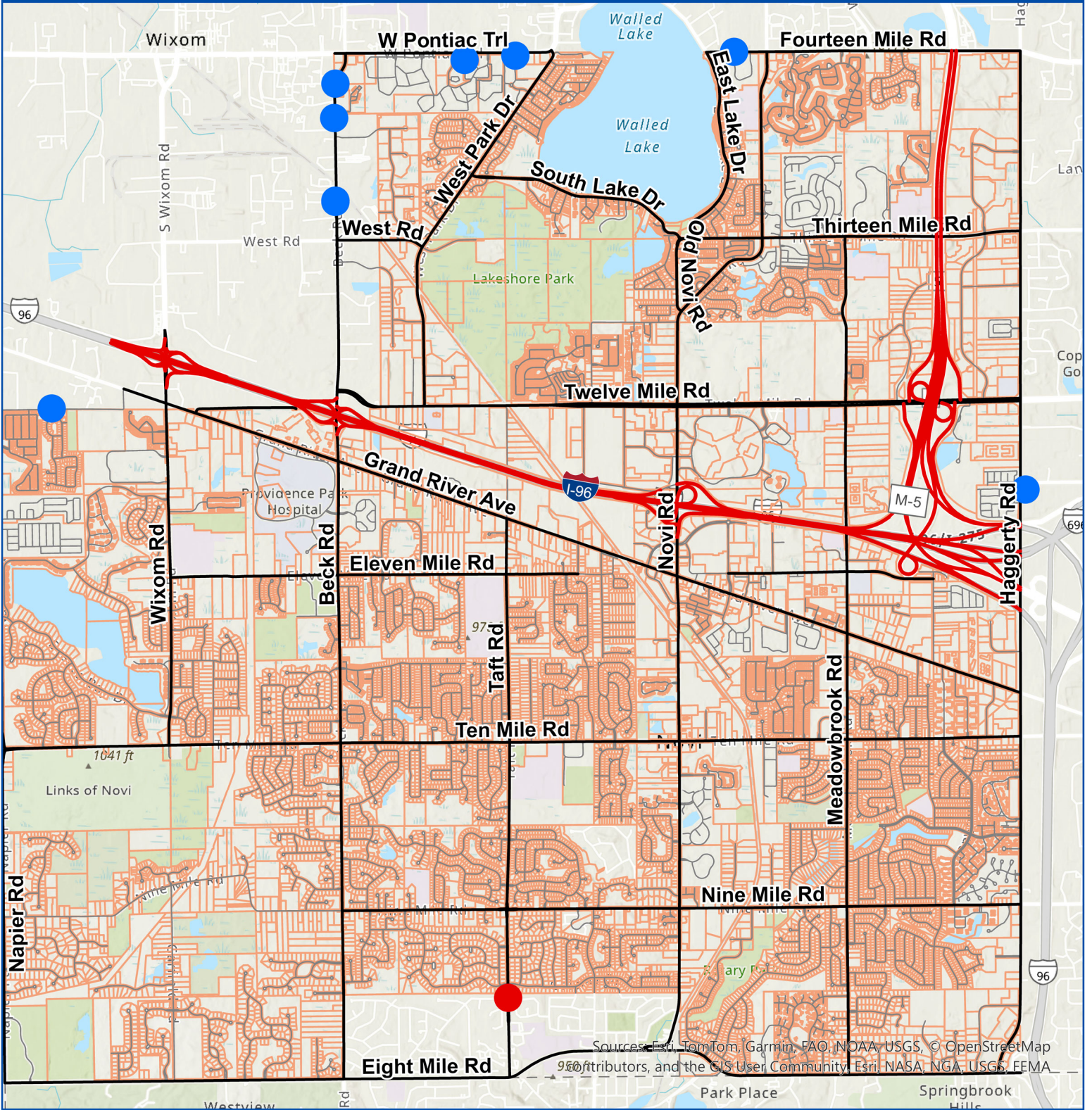
This will be the first connection of this kind between Novi and Northville. Novi also has four emergency connections with Wixom, three with Walled Lake, and one with Farmington Hills.

The City of Northville initiated the request and has approved the attached agreement. The agreement has been reviewed by the City Attorney (Beth Saarela, June 30, 2026).

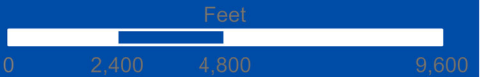
RECOMMENDED ACTION: Approval of an Agreement between the City of Novi and the City of Northville for an emergency connection to public water in order to provide a secondary source of water at Taft Road.

Emergency Connections

Water System



- Proposed Emergency Connection
- Existing Emergency Connections



Map Author:
Map Print Date:

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ROSATI | SCHULTZ
JOPPICH | AMTSBUECHLER

June 30, 2026

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

Re: City of Northville – Emergency Water Connection

Dear Mr. Croy:

The City of Northville has approved making an emergency connection to the existing water main on Taft Road near Galway Drive. 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 requiring each party to be responsible for the actions of its own employees and agents.

We see no legal impediment to entering into the proposed Agreement for Emergency Connection to Public Water in its current format. Once approved and executed, the Agreement should be held in each community's file. A PDF may be saved. An original is not required. Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,

ROSATI SCHULTZ JOPPICH
& AMTSBUECHLER PC

A handwritten signature in blue ink, appearing to read 'Elizabeth Kudla Saarela', is written over a light blue horizontal line.

Elizabeth Kudla Saarela

Ben Croy, City Engineer
City of Novi
June 30, 2026
Page 2

EKS

C: Cortney Hanson, Clerk
Thomas R. Schultz, Esquire

AGREEMENT FOR EMERGENCY CONNECTION TO PUBLIC WATER

THIS AGREEMENT is made this ___ day of ____, 2026, by and between the City of Northville, a Michigan municipal corporation, located at 215 W Main St, Northville, MI 48167 ("Northville") 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 Northville 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 Northville; 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 systems consisting of a closed valve with a connection, so that each could supply treated water to the other on a temporary basis in the event of an emergency; and

WHEREAS, Novi and Northville 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 Northville agree as follows:

1. That Northville 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. Northville and Novi shall obtain all necessary governmental permits and approvals for the interconnection of the two systems.
3. All infrastructure installed in Northville shall be owned and maintained by Northville. 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 to allow each one to access its own facilities.
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, but shall notify the other party of the work once completed.
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. Each party agrees that it shall be responsible for any and all claims, costs, actions, causes of action, losses or expenses – including attorney fees, resulting from or caused by its acts or omissions, the acts or omissions of its employees, officers, or officials, agents or contractors, pursuant to this Agreement. Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits,

causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

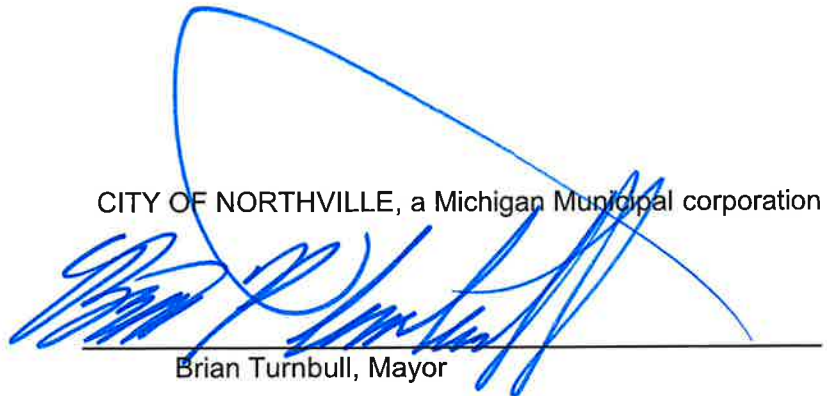
12. Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, or immunity, including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

13. This Agreement may be terminated for any reason by either Party upon one (1) year's written notice to the other.
14. This Agreement shall be binding upon signature and effective upon acceptance of the subject water main by the City of Novi.
15. 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.
16. 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 _____ 2026.

{Signatures Begin on Following Page}

CITY OF NORTHVILLE, a Michigan Municipal corporation



Brian Turnbull, Mayor



Michaela Kleehammer, Clerk

COUNTY OF WAYNE)
) ss.
STATE OF MICHIGAN)

Acknowledged before me on the 4th day of June 2026, by Brian Turnbull, Mayor and Michaela Kleehammer, Clerk of the City of Northville, on its behalf.



Notary Public
My commission expires: 3.13.2031
Wayne County, Michigan
Acting in the County of Wayne

LEON BUTTS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 13, 2031
Acting in the County of Wayne

CITY OF NOVI, a Michigan Municipal corporation

Justin Fischer, Mayor

Cortney Hanson, Clerk

COUNTY OF OAKLAND)
) ss.
STATE OF MICHIGAN)

Acknowledged before me on the ___th day of _____ 2026, by Justin Fischer, 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 _____

