
Schedule 5.10

Emergency Connection Agreements with the City
of Howell and the City of Brighton



CITY OF BRIGHTON

"Providing quality service"

GENOA TOWNSHIP

FEB 07 2000

RECEIVED

City Hall

200 N. First St.
Brighton, MI 48116-1593
(810) 227-1911
Fax# 227-6420
TDD Phone: (810) 227-8357

City Manager

225-8022

Community Development

Assistant Assessor
227-9006
Assessor
225-8024
Building/Planning
227-9005
Building Inspector/Zoning
225-8017
Bldg. Inspection Line
227-0419
Community Development
Director
225-8025
Code Enforcement
227-9007

City Clerk /

Human Resource Director

225-8021
Cemetery/
Voter Registration
227-0463

Finance

Accounts Payable
225-8019
Deputy Treasurer
225-8023
Finance Director
225-8020
Property Taxes
227-0179
Utility Billing
225-8041

Fire Department

615 W. Grand River
(810) 229-6640
Fax# 229-1619

Police Department

440 S. Third
(810) 227-2700
Fax# 227-2063

Public Services Director

225-8004

Water Plant

227-2968

Wastewater Plant

227-9479
Fax# 227-7635

DPS Service Building

225-8001
Fax# 225-0420

February 4, 2000

Mr. Robert Murray
Genoa Township Supervisor
2911 Dorr Road
Brighton, MI 48116

Mr. Murray:

Per City Council action of February 3, 2000, attached you will find the Indemnification Agreement and MHOG Emergency Water Connection Agreement which have been executed by the City of Brighton.

Should you have any questions regarding either of these two documents please feel free to contact either myself at 810-225-8021 or Dana Foster, City Manager at 810-225-8022.

Sincerely,

Tammy Allen
City Clerk/Human Resource Director

Cc: Dana W. Foster, City Manager

CITY OF BRIGHTON – MHOG EMERGENCY
WATER CONNECTION AGREEMENT

WHEREAS, the Marion , Howell, Oceola and Genoa Sewer and Water Authority (hereinafter referred to as "MHOG") owns and maintains a water treatment plant and a public water distribution system within the Townships of Marion, Howell, Oceola and Genoa; and

WHEREAS, the City of Brighton, a Michigan Municipal Corporation, with its offices at 200 North First Street, Brighton, MI 48116 (hereinafter referred to as the "City") owns and maintains a water treatment plant and a water distribution system within the City of Brighton; and

WHEREAS, the public water distribution system of both MHOG and the City run at or near various areas and vicinities to each other; and

WHEREAS, the City is authorized by Article 7, Section 24 of the Michigan Constitution of 1963 and by Public Act 279 of 1909, as amended, to provide water service outside its corporate limits; and

WHEREAS, MHOG is authorized by Public Act 35 of 1951, as amended, and other Public Acts, to enter into agreements to provide and receive water services outside of its authority; and

WHEREAS, it is in the best interest of both parties, to ensure the public health, safety and welfare of those residents and customers served by both parties, to establish continued and uninterrupted water service during times in which either water distribution system is impaired due to emergency;

NOW THEREFORE, in consideration of the mutual covenants between them, the parties hereby agree as follows:

1. Connection and Emergencies.

MHOG and the City hereby agree to connect their public water distribution system to each other's system for purposes of emergencies only. An emergency is hereby defined as a major break or loss of water either due to a water transmission line, water plant malfunction, loss of well production, or any other type of emergency wherein the public health, safety and welfare is imminently threatened.

2. Location of Connections.

The emergency connections will be placed at the following locations:

- a) NW corner of Bendix and Grand River Avenue;

- b) South side of Grand River Avenue in the entrance to the Brighton Village Mobile Home Park;

The emergency connections will be a valve mechanism which will be manually turned on as specified in Section 5 below, and water released into the public water distribution system of the party in need of water based upon an emergency as set forth above.

3. Cost of Installation.

The cost of the installation of the emergency valves/switches at the location set forth above, shall be borne by Genoa Township. The cost of the work shall include, but not be limited to any and all actual costs expended for excavation, materials, labor, design costs, and any other cost which is directly associated with the installation of the emergency connections.

4. Agreement to Employ Engineer.

An engineering firm shall be employed by both parties, said firm to be agreed to by consent of the parties in writing, who will perform any and all design work necessary for the connections set forth above.

5. Activation of Emergency Connection.

The emergency connection will be activated by the Superintendent of the Water Treatment Plant for each party or his/her designee. The activation of the connection, once necessary for an emergency, will be such that the burden on both public water distribution systems will be minimized.

6. Determination of Water Usage; Costs and Billing Method.

The parties agree that, after the emergency has ceased, and the emergency connections are closed, the payment of water services will be necessary to pay from one party to the other. To determine the amount of water used during the emergency, engineers for both parties will review what the usage for the particular water plant in question would have been, but for the emergency. The party using the water will pay at a rate of the providing parties normal rate per 1,000 gallons. The amount, when finally determined, will be payable within sixty (60) days to the providing party. If there is non-payment within the sixty (60) day period, interest will accrue on the unpaid balance at the rate of seven percent (7%) per annum.

7. Future Maintenance Expenses.

Any and all future maintenance will be performed jointly by the parties. Future maintenance costs will include but not be limited to the performance of routine annual checks by both parties to ensure that the emergency valves/switches are in

good working order. Any replacement of any emergency connection or part of an emergency connection and any and all other costs associated with future maintenance will be paid for equally between the parties, 50% to MHOG and 50% to the City.

8. Indemnification – MHOG to City.

MHOG agrees to save harmless the City against and from any and all claims, costs, charges, and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortious acts, errors or omissions of MHOG or any of its personnel, employees, subcontractors, or consultants in the construction, operation or maintenance of the MHOG public water distribution system and associated facilities;
- b. Any failure by MHOG or any of its personnel, employees, consultants or subcontractors to perform its obligations, either expressed or implied, under this Agreement or any negligent or tortious acts, errors or omissions of MHOG, its personnel, employees, consultants or subcontractors.

9. Indemnification – City to MHOG.

The City agrees to save harmless MHOG against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against MHOG by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortious acts, errors or omissions of the City or any of its personnel, employees, subcontractors, or consultants in the construction, operation or maintenance of the City public water distribution system and associated facilities;
- b. Any failure by the City or any of its personnel, employees, consultants or subcontractors to perform its obligations, either expressed or implied, under this Agreement or any negligent or tortious acts, errors or omissions of the City, its personnel, employees, consultants or subcontractors.

10. Commencement and Term.

This Agreement shall commence on the date herein and shall only be terminated or modified by mutual agreement of the City and MHOG.

11. Assignability.

This Agreement is not assignable by either party without the written consent of the other.

12. Parties Bound by Agreement.

The parties hereby agree that this Agreement shall be binding upon all successor governmental units, including each individual Township making up the Authority, and which may assume jurisdiction over all or part of the areas now governed by the parties herein.

13. Severability.

Should any provision of this Agreement be found by a Court of competent jurisdiction to be unconstitutional, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals on the 4th day of February, ~~1999~~ 2000

WITNESS

Sammy Allen

WITNESS

CITY OF BRIGHTON

Kate Lawrence
BY: Kate Lawrence, Mayor

MARION, HOWELL, OCEOLA &
GENOA SEWER & WATER
AUTHORITY

BY: Joseph L. Richards, Chairman

BY: Evelyn Cornell, Secretary

Deleted at the petitioner's request.

3. Request for approval of the impact assessment corresponding to site plan for a 3,090 sq. ft. Old Kent Bank, to be located at the southwest corner of Grand River and Latson Road, Lot 2, Livingston Commons, petitioned by Progressive A. E., as recommended by the Planning Commission 02-14-2000.

Moved by Robertson, supported by Skolarus, to approve the impact assessment dated Oct. 1998 contingent upon the following:

1. Township engineer's approval of all plans and specifications.
 2. Petitioner shall replace the berm with the three-foot continuous hedgerow.
 3. Building materials and colors as depicted this evening are acceptable
 4. Petitioner shall plant four evergreen trees placed around the garbage receptacle.
 5. The site plan shall include the revised sign plans faxed copy dated February 14, 2000. Aluminum roof on the drive thru canopy is acceptable.
 6. Petitioner shall vary the height of the shrubs located along the west property line. Petitioner shall comply with conditions of the February 2, 2000 letter submitted by the Township Engineer.
 7. Acknowledges and accepts the \$7,000 and \$6,000 sewer and water hook-up fees respectively.
 8. All lighting shall comply with the PUD agreement.
 9. Any proposed water softeners shall not be connected to the Township sanitary sewer system and shall utilize a potassium-based product.
- The motion carried unanimously.

4. Discussion of a request from Howell Public Schools to collect summer property taxes on their behalf during the 2000 season.

Moved by Robertson, supported by Hunt, to approve the collection of summer taxes for Howell Public Schools under the same conditions as last year. The motion carried unanimously.

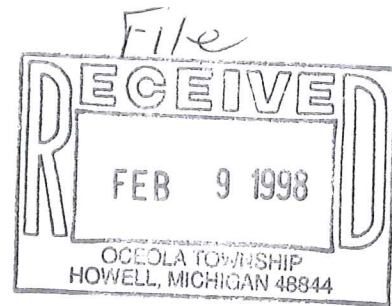
5. Request for authorization of an agreement between MHOG & the City of Brighton for execution of said agreement.

Moved by McCririe, supported by Robertson, to approve the contract as submitted. The motion carried unanimously.

6. Request for approval of an indemnification agreement between the City of Brighton and Genoa Township in relation to the Water Service Contract.

Moved by Ledford, supported by Skolarus, to approve the execution of the indemnification agreement by the Supervisor and Clerk as submitted. The motion carried unanimously.

CITY OF HOWELL - MHOG EMERGENCY
WATER CONNECTION AGREEMENT



WHEREAS, the Marion, Howell, Oceola and Genoa Sewer and Water Authority (hereinafter referred to as "MHOG") owns and maintains a water treatment plant and a public water distribution system within the Townships of Marion, Howell, Oceola and Genoa; and

WHEREAS, the City of Howell, a Michigan Municipal Corporation, with its offices at 611 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter referred to as the "City") owns and maintains a water treatment plant and a water distribution system within the City of Howell; and

WHEREAS, the public water distribution system of both MHOG and the City run at or near various areas and vicinities to each other; and

WHEREAS, the City is authorized by Article 7, Section 24 of the Michigan Constitution of 1963 and by Public Act 279 of 1909, as amended, to provide water service outside its corporate limits; and

WHEREAS, MHOG is authorized by Public Act 35 of 1951, as amended, and other Public Acts, to enter into agreements to provide and receive water services outside of its authority; and

WHEREAS, it is in the best interest of both parties, to ensure the public health, safety and welfare of those residents and customers served by both parties, to establish continued and uninterrupted water service during times in which either water distribution system is impaired due to emergency;

NOW THEREFORE, in consideration of the mutual covenants between them, the parties hereby agree as follows:

1. Connection and Emergencies.

MHOG and the City hereby agree to connect their public water distribution system to each other's system for purposes of emergencies, only. An emergency is hereby defined as a major break or loss of water either due to a water transmission line, water plant malfunction, loss of well production, or any other type of emergency wherein the public health, safety and welfare is imminently threatened.

2. Location of Connections.

The emergency connections will be placed at the following locations:

- a. Lucy Road and Industrial Drive;
- b. Byron Road and M-59, located in Howell Township.

The emergency connections will be a valve mechanism which will be manually turned on as specified in Section 5 below, and water released into the public water distribution system of the party in need of water based upon an emergency as set forth above.

3. **Cost of Installation.**

The cost of the installation of the emergency valves/switches at the location set forth, above, shall be divided equally between the City and MHOG, 50% to each. The cost of the work shall include, but not be limited to any and all actual costs expended for excavation, materials, labor, design costs and specifications, engineering costs, and any other cost which is directly associated with the installation of the emergency connections.

4. **Agreement to Employ Engineer.**

An engineering firm shall be employed by both parties, said firm to be agreed to by consent of the parties in writing, who will perform any and all design work necessary for the connections as set forth above.

5. **Activation of Emergency Connection.**

The emergency connection will be activated by the Superintendent of the Water Treatment Plant for each party or his/her designee. The activation of the connection, once necessary for an emergency, will be such that the burden on both public water distribution systems will be minimized.

6. **Determination of Water Usage; Costs and Billing Method.**

The parties agree that, after the emergency has ceased, and the emergency connections are closed, the payment of water services will be necessary to pay from one party to the other. To determine the amount of water used during the emergency, engineers for both parties will review what the usage for the particular water plant in question would have been, but for the emergency. The party using the water will pay at a rate of the providing party's normal rate per 1,000 gallons. The amount, when finally determined, will be payable within sixty (60) days to the providing party. If there is non-payment within the sixty (60) day period, interest will accrue on the unpaid balance at the rate of seven percent (7%) per annum.

7. **Future Maintenance Expenses.**

Any and all future maintenance will be performed jointly by the parties. Future maintenance costs will include

but not be limited to the performance of routine annual checks by both parties to ensure that the emergency valves/switches are in good working order. Any replacement of any emergency connection or part of an emergency connection and any and all other costs associated with future maintenance will be paid for equally between the parties, 50% to MHOG and 50% to the City.

8. Indemnification - MHOG to City.

MHOG agrees to save harmless the City against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against the City by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortious acts, errors or omissions of MHOG or any of its personnel, employees, subcontractors, or consultants in the construction, operation or maintenance of the MHOG public water distribution system and associated facilities;
- b. Any failure by MHOG or any of its personnel, employees, consultants or subcontractors to perform its obligations, either expressed or implied, under this Agreement or any negligent or tortious acts, errors or omissions of MHOG, its personnel, employees, consultants or subcontractors.

9. Indemnification - City to MHOG.

The City agrees to save harmless MHOG against and from any and all claims, costs, charges and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed against MHOG by reason of any of the following occurring during the term of this Agreement:

- a. Any negligent or tortious acts, errors or omissions of the City or any of its personnel, employees, subcontractors, or consultants in the construction, operation or maintenance of the City public water distribution system and associated facilities;
- b. Any failure by the City or any of its personnel, employees, consultants or subcontractors to perform its obligations, either expressed or implied, under this Agreement or any negligent or tortious acts,

errors or omissions of the City, its personnel, employees, consultants or subcontractors.

10. **Commencement and Term.**

This Agreement shall commence on the date herein and shall only be terminated or modified by mutual agreement of the City and MHOG.

11. **Assignability.**

This Agreement is not assignable by either party without the written consent of the other.

12. **Parties Bound by Agreement.**

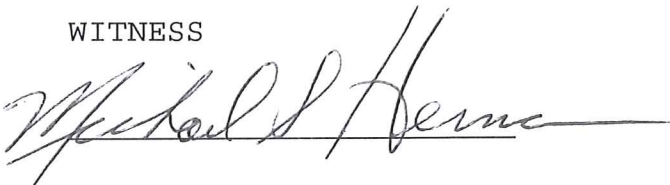
The parties hereby agree that this Agreement shall be binding upon all successor governmental units, including each individual Township making up the Authority, and which may assume jurisdiction over all or part of the areas now governed by the parties herein.


13. **Severability.**

Should any provision of this Agreement be found by a Court of competent jurisdiction to be unconstitutional, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

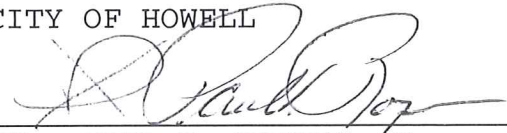
IN WITNESS WHEREOF, the parties have set their hands and seals on the ____ day of _____, 1998.

WITNESS






CITY OF HOWELL



BY: PAUL F. ROGERS, Mayor



BY: REBECCA J. RUTTAN, Clerk

WITNESS

Gracy Salmon

Helen Sharpe

MARION, HOWELL, OCEOLA & GENOA
SEWER & WATER AUTHORITY

Joseph L. Richards
BY: JOSEPH L. RICHARDS, Chairman

Evelyn Cornell Sec
BY: EVELYN CORNELL, Secretary