



# Brighton City Council Meeting

---

Contact Information: City Hall • 200 N First St. • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org) • [info@brightoncity.org](mailto:info@brightoncity.org)

This meeting will be conducted electronically.  
Please visit the City website or the notice posted at City Hall for Zoom Meeting login instructions.

## **Regular Business Meeting August 6, 2020 – 7:30 p.m.**

### **AGENDA**

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consider Approval of the Agenda
5. Consider Approval of Consent Agenda Items

#### **Consent Agenda Items**

- a. Approval of Minutes: Study Session Meeting of July 16, 2020
- b. Approval of Minutes: Regular Meeting of July 16, 2020
- c. Resolution #20-16: Reallocation of MERS Assets Between Linked Divisions
- d. Appointments to Various Boards and Commissions

#### **Correspondence**

6. Call to the Public
7. Staff Updates
8. Updates from Councilmember Liaisons to Various Boards and Commissions

#### **New Business**

9. Conduct First Reading and Set Public Hearing of Proposed Ordinance Amendments to the City of Brighton Ordinance Chapter 54 "Fireworks"
10. Consider Approval of Genoa Township Wastewater Treatment and Water Service Agreement
11. Review and Consider Approval of the City Council Task Force's Recommendation Concerning the City's Liability Insurance Coverage and Possible Change in Carrier
12. Consider Approval of Resolution to Establish a "Social District," "Common Area," and "Management and Maintenance Plan"

#### **Other Business**

13. Call to the Public
14. Adjournment



# City Council Study Session

---

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
(810) 227-1911 • www.brightoncity.org

This meeting was conducted electronically.

## MINUTES OF THE STUDY SESSION OF THE BRIGHTON CITY COUNCIL HELD ON JULY 16, 2020

### **CALL TO ORDER**

Mayor Pipoly called the Study Session to order at 6:30 p.m.

### **ROLL CALL**

Present were Mayor Pipoly and Mayor Pro Tem Gardner, Councilmembers: Bohn, Emaus, Muzzin, Pettengill, and Tobbe. City Manager Nate Geinzer, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, DPS Director Marcel Goch, Deputy DPS Director Corey Brooks, Superintendent Daren Collins, Engineer Gary Markstrom, Engineer Kari Jozwik, Police Chief Rob Bradford, Attorney Paul Burns, and Attorney Jeff Alber. There were two people in the audience.

### **CALL TO THE PUBLIC**

Mayor Pipoly opened the Call to the Public at 6:32 p.m. Hearing and seeing no comment, Mayor Pipoly closed the Call to the Public at 6:32 p.m.

### **DISCUSSION OF CITY GENERAL LIABILITY INSURANCE OPTIONS**

City Staff presented City Council with a brief overview of three insurance options outlining fees and coverage. It was agreed that a committee be formed to explore the details and merits of each insurance package and come back to City Council with a recommendation keeping in mind the necessity for robust cyber security and other concerns. Those on the committee will be Mayor Pipoly, Councilmember Emaus, and Councilmember Tobbe along with City Staff and attorneys.

### **DISCUSSION OF UPDATED UTILITIES AGREEMENT WITH GENOA TOWNSHIP**

City Manager Geinzer introduced the discussion topic relaying the thirty-year agreement has come to an end and the desire to enter into a new thirty-year agreement with all responsibilities for the Pine Creek neighborhood be with the City of Brighton. These additional 350 accounts would be charged the same administration fee, same rates, and same debt service. Genoa Township would transfer a one-time lump sum to the City directly for use within the Pine Creek neighborhood accumulated from debt fees for services, improvements, and repairs within the system.

### **CALL TO THE PUBLIC**

Mayor Pipoly opened the Call to the Public at 7:19 p.m. Hearing and seeing no comment, Mayor Pipoly closed the Call to the Public at 7:19 p.m.

### **ADJOURNMENT**

**Motion** by Mayor Pro Tem Gardner, seconded by Councilmember Muzzin to adjourn the Study Session at 7:19 p.m. **The motion carried without objection by roll call vote.**

---

Tara Brown, City Clerk

---

Shawn Pipoly, Mayor



# Brighton City Council Meeting

Contact Information: City Hall • 200 N First St. • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncity.org](http://www.brightoncity.org) • [info@brightoncity.org](mailto:info@brightoncity.org)

This meeting was conducted electronically.

## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON JULY 16, 2020

### 1. Call to Order

Mayor Pipoly called the meeting to order at 7:30 p.m.

### 2. Pledge of Allegiance

### 3. Roll Call

Present were Mayor Pipoly and Mayor Pro Tem Gardner, Councilmembers: Bohn, Emaus, Muzzin, Pettengill, and Tobbe. City Manager Nate Geinzer, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Gretchen Gomolka, DPS Director Marcel Goch, Deputy DPS Director Corey Brooks, Superintendent Daren Collins, Management Assistant Henry Outlaw, Engineer Gary Markstrom, Engineer Kari Jozwik, Police Chief Rob Bradford, Attorney Paul Burns, and Attorney Jeff Alber. There were ten people in the audience.

### 4. Consider Approval of the Agenda

**Motion** by Councilmember Tobbe, seconded by Mayor Pro Tem Gardner to approve the agenda as presented. **The motion carried without objection by roll call vote.**

### 5. Consider Approval of Consent Agenda Items

**Motion** by Councilmember Tobbe, seconded by Councilmember Muzzin to approve the consent agenda as presented. **The motion carried without objection by roll call vote.**

#### Consent Agenda Items

- a. Approval of Minutes: Regular Meeting of July 2, 2020
- b. Approval of Reappointments to the City of Brighton Arts and Culture Commission
- c. Approval of Flagstar Contract Renewal

### Correspondence

### 6. Call to the Public

Mayor Pipoly opened the Call to the Public at 7:34 p.m.

Craig Wood voiced his support for the complete streets strategy.

Susan Bakhaus also spoke.

Mayor Pipoly closed the Call to the Public at 7:36 p.m.

### 7. Staff Updates

Chief Bradford noted Sergeants Pirochta and Miller are in the process of gaining their accreditation.

Councilmember Bohn asked if the Police Department will be enforcing mask wearing as indicated by the

Governor's Executive Order.

Chief Bradford stated the goal is to educate first. MIOSHA and the Health Department will respond to complaints from customers should it be needed.

Councilmember Muzzin asked if the Police will be issuing tickets, Chief Bradford stated tickets will be issued for disorderly conduct or trespassing at the request of the business owner. The paperwork will then be sent to the Prosecutors office for further action.

Director Goch stated the ATF project is going well, there are a few punch list items to complete. The spray patch contractor will be in town starting July 17, 2020 to address a number of areas. And Precision Concrete will be addressing sidewalk trip hazard areas throughout the City.

Councilmember Bohn asked why Oakridge Court was not included in the ATF project due to the condition of the road. Director Goch stated the roadwork had to stop somewhere and the areas addressed were within the bid price and scope of the project.

Director Gomolka updated the City is seeking CARES Act funds to cover payroll costs, the outcome of the application should be available by fall.

Councilmember Muzzin asked if the application was accepted because the Brighton Area Fire Authority application was rejected right away as the CARES Act does not reimburse wages for authorities. Director Gomolka said the application was submitted and accepted, stating only cities and townships would be permitted to apply, not authorities.

Councilmember Pettengill asked if the donation bin companies were noticed for the excessive amount of donations spilling onto parking lot spaces. Community Development Manager Caruso stated the companies were sent a ten-day notification and pick up and clear the area of excessive donations currently the scheduled pick up is a weekly occurrence although during the pandemic the bins have seen a lot more donations.

Councilmember Bohn asked if the developer at the Bluffs is keeping Spring Hill clean. Mr. Caruso noted the road is kept clean and is cleaned daily as needed during construction.

Management Assistant Henry Outlaw noted world renowned retail expert Robert Gibbs, through sponsorship from Lake Trust, will speak to DDA members and public about best practices and other marketing strategies. The talk will be conducted via Zoom on July 23, 2020.

Manager Geinzer noted several businesses Downtown Brighton will have merchandise out on the sidewalk for sale during the Fridays & Saturdays on Main Street car free zone on the weekend of July 17 and 18, 2020.

Mayor Pro Tem Gardner asked when Blank Slate Creamery is projected to open to the public, Mr. Caruso noted the final certificate of occupancy was issued on July 15, 2020 but anticipates the business opening very soon.

#### **8. Updates from Councilmember Liaisons to Various Boards and Commissions**

Councilmember Tobbe relayed he was recently a panelist at the SEMCOG webinar on digital systems.

Councilmember Pettengill thanked Livingston Twilight Rotary for contributing to the buddy bench at the Imagination Station, she also thanked DPW for installing the bench. The bench is located in the shaded area at the Imagination Station.

Councilmember Emaus noted the iron fence along Fairview Cemetery has been hit near the gate and is damaged.

Councilmember Muzzin happily reported Fire Chief O'Brian received the honor of becoming 2020 Michigan

Association of Fire Chiefs, Fire Chief of the Year. Mr. Muzzin anticipates the fire authority will have a proposal on the November ballot.

Mayor Pipoly noted the DDA met to discuss restructuring the DDA and ongoing efforts to streamline the DDA.

### **New Business**

#### **9. Consider Approval of Professional Services Agreement with Ann Arbor SPARK for Economic Development Services**

Manager Geinzer gave a brief overview and introduced Marcia Gebarowski and Phil Santor who then presented the proposal to the City Council. She noted the value will be realized citywide rather than just Downtown Brighton and defined particulars associated with the position.

Councilmember Bohn is opposed to the agreement and believes the City should not be cultivating business development or having a hand in directing what businesses go Downtown as well as the fees.

Councilmember Pettengill asked what roll the City have in the hiring process, Mr. Geinzer stated Ms. Miller, Human Resources, and he will be part of the hiring process.

Councilmember Muzzin noted there is a termination clause within the agreement should the position not work out. Further he stated his support for the collaboration.

Mr. Geinzer noted the trifecta among Community Development, DDA, and SPARK will be a great support collaboration between the DDA and City. He noted the savings associated with this type of collaboration would be through health care and retirement benefits that will be paid by SPARK rather than the City.

Councilmember Bohn again stated his opposition to the collaboration noting government is starting to pick winners and losers when there should be a free market to let interested businesses choose Brighton as their market or not.

Mayor Pipoly noted the importance of variety within the market. The fees will be paid from a portion of the DDA contribution to the City.

Manager Geinzer further stated the position would help support the best mix of business within the City and provide the platform for businesses to be successful.

**Motion** by Councilmember Muzzin, seconded by Councilmember Emaus to approve of professional services agreement with Ann Arbor SPARK for economic development services. **The motion carried by roll call vote with Councilmember Bohn voting no.**

#### **10. Consider Approval of an additional funding request from Tetra Tech Engineering Services for Construction Phase Engineering on the Alpine, S. Third and Fairway Trails (ATF) Street Project in the amount of \$37,890.**

Director Goch introduced the agenda item, relaying the additional cost necessity and turned discussion over to Gary Markstrom. Mr. Markstrom noted that Tetra Tech had underestimated the time required to complete the job and to provide more oversight for the contractor.

City Council discussed previous project underestimations and are concerned moving forward with large scale future projects such as North West Neighborhoods and others. There is concern over the pattern of unanticipated costs and hope to mitigate any issues now before larger projects begin.

Director Goch expressed his concern and will work with Gary Markstrom and Tetra Tech to achieve better estimations.

**Motion** by Councilmember Bohn, seconded by Councilmember Tobbe to approve of an additional funding request from Tetra Tech engineering services for construction phase engineering on Alpine, S. Third, and Fairway Trails (ATF) Street Project in the amount of \$37,890. **The motion carried without objection by roll call vote.**

**11. Consider Approval of Tetra Tech Design Engineering Proposal for Phases 2 and 3 of the Grand River Rehabilitation Project in Fiscal Year 2021/2022 in an amount not to exceed \$120,000.**

Manager Geinzer introduced the agenda item and would like to get started on design work, the project is mainly funded by a Federal grant of \$1.8 million dollars. Director Goch expressed his desire to get ahead of planning and is very happy to receive this grant for the project.

City Council discussed the scope of the project and the possibility of adding to the project, specifically the east side of Grand River. Various feeder streets are in poor condition; City Council asks that a secondary evaluation for those smaller street be gained for reconstruction/rehabilitation potential.

**Motion** by Councilmember Bohn, seconded by Councilmember Pettengill to approve of Tetra Tech design engineering proposal for phases 2 and 3 of the Grand River Rehabilitation Project in Fiscal Year 2021/2022 in an amount not to exceed \$120,000 and a secondary proposal to look at feeder streets on the eastside of Grand River. **The motion carried without objection by roll call vote.**

**12. Consider Approval of Tetra Tech Proposal for Design and Construction Engineering Services for the Nelson Street Booster Station in the Amount of \$69,000**

Director Goch stated the upgrade to the system is necessary for the new development but also because current residents within the area have been experiencing low water pressure. The developer, Pulte, has paid the REU's in advanced which total \$440,000 to support the upgrade of the booster station.

Kari Jozwik noted a 2014 evaluation that identified this area as low pressure during high use times.

Mayor Pipoly questioned the affected area and those who will see improved water pressure.

Ms. Jozwik stated Hillcrest, Nelson St, The Bluff, and all condominium developments will see an increase in pressure.

Councilmember Bohn asked if Pulte paid all fees upfront to pay for the booster station construction. Manager Geinzer stated Pulte did pay upfront to fund the booster station upgrade.

**Motion** by Mayor Pro Tem Gardner, seconded by Councilmember Emaus to approve of Tetra Tech proposal for design and construction engineering services for the Nelson Street booster station in the amount of \$69,000. **The motion carried without objection by roll call vote.**

**13. Consider Approval of Tetra Tech Engineering Services Proposal for America's Water Infrastructure Act (AWIA) Water System Risk and Resiliency Assessment at a Cost in an Amount Not to Exceed \$17,500**

**Motion** by Councilmember Tobbe, seconded by Councilmember Pettengill to approve of Tetra Tech engineering services proposal for America's Water Infrastructure Act (AWIA) Water System Risk and Resiliency Assessment at a cost in an amount not to exceed \$17,500. **The motion carried without objection by roll call vote.**

**14. Consider Staff Direction Regarding Social District Legislation**

City Council discussed the new legislation to allow social districts and common areas for open consumption of alcohol as described in the recently approved House Bill 5781. Merits and concerns were discussed as well as input for the Police Chief.

**Motion** by Councilmember Bohn to not spend any additional staff time further exploring social districts and common area within the City of Brighton. **The motion failed due to lack of support.**

**Motion** by Councilmember Emaus, seconded by Councilmember Muzzin to assemble a workgroup to explore legal, fiscal, and practical implications of the Social District Legislation for further Council consideration. **The motion carried by roll call vote with Councilmember Bohn voting no.**

**Other Business**

**15. Call to the Public**

Mayor Pipoly opened the Call to the Public at 9:45 p.m. Hearing and seeing no comment, Mayor Pipoly closed the Call to the Public at 9:45 p.m.

**16. Adjournment**

**Motion** by Councilmember Bohn, seconded by Councilmember Muzzin to adjourn the meeting at 9:45 p.m. **The motion carried without objection by roll call vote.**

---

Tara Brown, City Clerk

---

Shawn Pipoly, Mayor



# CITY OF BRIGHTON

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 6, 2020

**SUBJECT: CONSIDER REALLOCATION OF MERS ASSETS BETWEEN LINKED DIVISIONS**

### ADMINISTRATIVE SUMMARY

- Back in November City Council approved a reallocation of MERS assets. We recently received the 2019 actuarial which reflected the benefit changes that were made last year, and are recommending another reallocation.
- For general non-union employees hired after July 1, 2014 a new MERS division for general non-union employees was created in MERS. This new division (#13) is linked to the old division (#1).
- For DPW union employees hired after July 1, 1995 a new MERS division for DPW union employees was created in MERS. This new division (#12) is linked to the old division (#10).
- When groups are closed and a new group is created MERS offers two billing options. The first is to pay a flat amount to be applied to the closed division and a percent of payroll to be applied to the new division. This becomes difficult to budget and the City has historically opted for billing option two, which is to pay a blended rate for both divisions.
- We discovered that even though we are making payments to cover both the open and closed divisions, all payments are allocated to the new division. This isn't a big picture issue because when looking at the funded status of the pension plan it is evaluated as a whole.
- There will also be a new police division that we will see in our actuarial valuation next year. We hadn't hired any new police officers as of December 31, 2019 which is the date of our actuarial valuation. As all divisions except the new police division are close we will be paying using billing option 1 for all closed divisions. This method will result in a less frequent need for asset reallocation.
- The attached resolution is a reallocation of assets between the linked divisions so that they both individually would reflect the percent funded when they are combined. MERS requires this resolution be passed by council before they make the reallocation.

### RECOMMENDATION

It is staff's recommendation that council approve the attached resolution from MERS to reallocate the assets between the linked divisions.

### ACTION/MOTION

Motion to approve the attached Resolution #20-16 Requesting Reallocation of Assets

Prepared by: Gretchen M. Gomolka, Finance Director

Approved by: Nate Geinzer, City Manager

## RESOLUTION REQUESTING REALLOCATION OF ASSETS

WHEREAS, the City of Brighton has been a participating municipality in the Municipal Employees' Retirement System of Michigan ("MERS"); and

WHEREAS, pursuant to Municipal Employees' Retirement Board requirements, since December 31, 1994, asset accounting had been separate for each division, instead of aggregate for the entire municipality; and

WHEREAS, over time, significant disparities have arisen in the City's MERS plan as a result of allocating the fair market value of plan assets on a divisional basis instead of on an aggregate basis, which disparities the City of Brighton wishes to eliminate; and

WHEREAS, in order to address the anticipated increase in unfunded liability for pensions to be provided participants in the defined benefit plan that is likely to occur as a result of diminished contributions to that plan, the City wishes to reallocate certain divisional market assets between these divisions;

NOW THEREFORE BE IT RESOLVED, that the governing body of the City of Brighton, a participating municipality as defined in the Municipal Employees' Retirement Act as recodified by Act No. 427 of the Public Acts of 1984, as amended, and as the employer, hereby requests MERS to reallocate the total market value of assets as of August 1, 2020 as follows:

Division Number	Decrease in Employer Reserve Assets	Increase in Employer Reserve Assets
47040101		\$689,067.74
47040110		\$384,549.24
47040112	\$384,549.24	
47040113	\$689,067.74	

This will enable the actuary to prepare the 2020 actuarial valuation with the transferred assets; and  
CERTIFICATION

I hereby certify that the above was adopted by the governing body of the City of Brighton at its meeting held on \_\_\_\_\_, 2020.

Authorized signature: \_\_\_\_\_

Title: \_\_\_\_\_



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 6, 2020

**SUBJECT: CONDUCT A FIRST READING AND SET A PUBLIC HEARING FOR PROPOSED ORDINANCE AMENDMENT TO CHAPTER 54, ARTICLE IV, DIVISION 1: USE OF CONSUMER FIREWORKS**

### ADMINISTRATIVE SUMMARY

- The current fireworks ordinance, Chapter 54, Article V, Division 1: Use of Consumer Fireworks, is not in alignment with state law with regards to when consumer grade fireworks are allowed to be discharged. Under the current language consumer fireworks could be discharged 365 days a year in the City of Brighton.
- It is recommended to amend Chapter 54, Article V, Division 1: Use of Consumer Fireworks. The goal of the amendment is to simplify the ordinance and to bring it into alignment with PA 256 of 2011, the Michigan Fireworks Safety Act.
- Consistent with the Act, the amendments to Sections 54-121, 122, and 123, clarify definitions, make it clear the days and times the discharge of fireworks are authorized, and the penalties for violation.
- The draft ordinance amendment has been reviewed by the City Attorney and found to be in acceptable form.

### RECOMMENDATION

Motion to set a public hearing for September 3, 2020 to review an amendment to Chapter 54, Division 1: Use of Consumer Fireworks, as recommended by the Police Chief.

Prepared by: Rob Bradford, Police Chief

Reviewed by: Nate Geinzer, City Manager, City Attorney Paul Burns and Jeff Alber.

Approved by: Nate Geinzer, City Manager

Attachment: Chapter 54, Article V, Division 1: Use of Consumer Fireworks (Redlined)

Amendment to Chapter 54, Article V, Division 1: Use of Consumer Fireworks

**DIVISION 1. USE OF CONSUMER  
FIREWORKS**

---

**Sec. 54-121.  
Definitions.**

---

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Act** - means the Michigan Fireworks Safety Act, Public Act 256 of 2011, MCL 28.451 *et seq.*, as amended (the "Act").

**APA Standard 87-1** - means the "APA Standard 87-1, Standard for Construction and Approval for Transportation of Fireworks, Novelties, and Theatrical Pyrotechnics", 2001 edition, published by the American Pyrotechnics Association of Bethesda, Maryland.

**Consumer Fireworks** – fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA Standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

**Firework or Fireworks** - means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, homemade fireworks, and special effects.

**Low-Impact Fireworks** - means ground and handheld sparkling devices as that phrase is defined under APA Standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

**Minor** - means an individual who is less than 18 years of age.

**Person** - means an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.

**Sec. 54-122. Ignition, discharge, or use of consumer fireworks**

---

- (a) A person shall not ignite, discharge, or use consumer fireworks except on the following days after 11:00 a.m.
- (1) December 31 until 1 a.m. on January 1.
  - (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.

- (3) June 29 to July 4 until 11:45 p.m. on each of those days.
- (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

(5)

~~(b) Any person violating the provisions of this Section chapter shall be responsible for a municipal civil infraction with a civil fine of \$1,000.00 for each violation. \$500.00 of the fine collected under the chapter shall be remitted to the local law enforcement agency responsible for enforcing the chapter.~~

~~(b)(a) A minor shall not possess, ignite, discharge, or use consumer fireworks.~~

**Sec. 54-123.  
Penalty**

~~Any person violating the provisions of this chapter shall be responsible for a municipal civil infraction with a civil fine of \$1,000.00 for each violation. \$500.00 of the fine collected under the chapter shall be remitted to the local law enforcement agency responsible for enforcing the chapter.~~

**Sec. 54-123. Ignition, discharge or use of consumer fireworks locations**

- (a) ~~A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission to use those fireworks on those premises. Except as otherwise provided in this section, a person that violates this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.~~
- (b) ~~An individual shall not discharge, ignite, or use consumer fireworks or low impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance. A person that violates this subsection is responsible for a state civil infraction and may be ordered to pay a civil fine of not more than \$1,000.00. As used in this subsection:
 
  - (1) ~~"Alcoholic liquor" means that term as defined in section 1d of the Michigan vehicle code, 1949 PA 300, MCL 257.1d.~~
  - (2) ~~"Controlled substance" means that term as defined in section 8b of the Michigan vehicle code, 1949 PA 300, MCL 257.8b.~~~~
- (c) ~~A person shall not ignite, discharge or use consumer fireworks in violation of MCL 28.462(1) or (3), as amended. Violation of those subsections will result in liability as set forth in the Act.~~
- (d) ~~Ignition, discharge or use of any fireworks shall comply with all applicable state and federal laws and regulations.~~
- (e) ~~Unless otherwise provided in this act, if a person violates this act, the person is responsible for as state civil infraction and may be ordered to pay a civil fine of not more than \$500.00.~~
- (f) ~~In addition to any other penalty imposed for the violation of this act, a person that is found guilty of a violation of this act shall be required to reimburse the appropriate governmental agency for~~

**Formatted:** Indent: Left: 0.75", No bullets or numbering

**Formatted:** Font: (Default) Times New Roman

**Formatted:** Font: (Default) Times New Roman

**Formatted:** Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

**Commented [JA1]:** This section is a recitation of state law and cannot be enforced as an ordinance violation. I think it would be best to delete the entire section.

**Commented [JA2]:** MCL 28.462(1) and (3) are Sec 54-123(a) and (b)

**Formatted:** Highlight

**Formatted:** Highlight

~~the costs of storing seized fireworks that the governmental agency confiscated for a violation of this act. This reimbursement shall be in a form and at a time as required by the department and as otherwise required by law.~~

**Sec. 54-1234. Parental/Host Responsibility.**

(a) A minor shall not possess, ignite, discharge, or use consumer fireworks.

~~(b) It shall be unlawful for the parent, guardian, or other person having legal care and custody of a minor under the age of 17 years to permit such minor to ignite, discharge or use any fireworks, in or upon public streets, highways, alleys, parks, playgrounds, public places, commercial establishments and premises, places of amusement, vacant lots, or other unsupervised places in the city between the hours and under the conditions delineated in section 54-122(a).~~

~~(b)(a) Any person found to violate this section shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).~~

(c) It shall be unlawful for the host or organizers of a gathering or event to allow a guest or visitors to ignite, discharge or use any fireworks except when compliant with all applicable state, federal and local laws and regulations. Any person found to violate section 54-122(f) shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).

(d) Any person found to violate this section shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).

(Ord. No. 563, § III, 4-18-13)

**Sec. 54-1245. Ignition, discharge or use of display fireworks.**

- (a) No person shall discharge any display fireworks without a permit issued by the city council. Permits are not transferable and shall not be issued to a minor.
- (b) Applicants for permit under this section must file with the city clerk an application in writing on a form to be provided by the Department of Licensing and Regulatory Affairs, as set forth in MCL 28.466.
- (c) The fees for the permit required by this section shall be charged by the city clerk in an amount to be established by resolution of the council.
- (d) A permit shall not be issued to a nonresident person, firm, or corporation for ignition of articles pyrotechnic or display fireworks until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.
- (e) Before a permit for articles pyrotechnic or a display fireworks ignition is issued, the person, firm, or corporation applying for the permit shall furnish proof of financial responsibility by a bond or insurance in an amount, character, and form deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on

the part of the person, firm, or corporation or an agent or employee of the person, firm, or corporation, and to protect the public.

- (f) The city council shall rule on the competency and qualifications of articles pyrotechnic and display fireworks operators as required by NFPA 1123, as the operator has furnished in his or her application form, and on the time, place, and safety aspects of the display of articles pyrotechnic or display fireworks before granting permits.
- (g) In addition to the other conditions set forth in this section, permit applications shall be subject to background investigations to determine whether the applicant has ever been involved in criminal or fraudulent activities, or has ever had a license or permit suspended or revoked for cause. If, as a result of the investigation, the fire marshal or chief of police has reasonable cause to believe that the applicant may cause or present a danger to public safety if granted a fireworks display permit, the city council may deny the application.
- (h) **Cost of policing.** Fireworks displays vary in size and scope, and displays of large magnitude cause the city to incur significant additional expenses for police, fire, and emergency services. Therefore, in addition to the nonrefundable application fee, an applicant for a permit to use, discharge, or display fireworks shall deposit with the city, as a condition of enjoying the privileges inherent in receipt of a permit, an amount reasonably calculated to reimburse the city for the cost of additional police and emergency services. The city shall hold such amount, to be determined by the city council at the time the permit application is considered, in escrow until after the fireworks display. In determining the amount, the city council may utilize its past experiences and the experiences of other communities. The city shall itemize its additional police and emergency services expenses incurred as a result of the fireworks display and may draw from the escrowed funds to achieve full reimbursement. Remaining funds shall be returned to the permit applicant. In the event that the escrowed funds are insufficient to cover the city's actual costs under this subsection (h), the city shall serve an invoice upon the permit applicant with a demand for payment. Failure of a permit applicant to comply with any of the provisions of this subsection (h) shall be a misdemeanor, punishable as provided in section 1-16(b) of this code.
- (i) **Term.**
  - (1) Permits for the use or discharge of display fireworks are valid only for the date(s) and time(s) stated on the permit itself. Each subsequent use or discharge of display fireworks shall require a new permit, and the applicant shall follow the application process set forth in this article.
- (j) **Display permit conditions.** The issuance of a permit for the use or discharge of display fireworks shall be conditioned upon compliance with all of the terms and conditions of this article, as well as the International Fire Code. In addition, the issuance of such a permit shall be conditioned upon the following:
  - (1) The applicant and property owner must execute a written agreement, in a form approved by the city attorney, to allow police, fire, and emergency personnel designated by the city to be present on the premises before, during, and after the fireworks display for purposes of

supervising and inspecting the display and surrounding conditions for public safety hazards and violations of city codes and ordinances; and

- (2) The applicant and property owner must execute an indemnification agreement, in a form approved by the city attorney, to indemnify the city for any and all liability or damages incurred by any person or entity as a result of the fireworks display.

(Ord. No. 563, § III, 4-18-13)

**Sec. 54-1256. Revocation of display fireworks permit.**

A permit issued under this division may be refused, suspended, or revoked by the city council for cause. The term "cause" as used in this section, shall include the doing or omitting of any act or permitting any condition to exist on the premises for which a permit is issued, which act, omission, or condition is contrary to the health, safety, and welfare of the public, is unlawful, irregular, or fraudulent in nature, is unauthorized or beyond the scope of the permit issued, or is forbidden by this division or any applicable law. Cause shall include but not be limited to:

- (a) Fraud or material misrepresentation in the application;
- (b) Fraud or material misrepresentation in the operation of the fireworks display during a safety inspection;
- (c) Any material violation of this division or of the regulations authorized herein;
- (d) Any violation of federal or state law or local ordinance which creates a risk to the health, safety, or welfare of the community;
- (e) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire, or other applicable regulatory codes;
- (f) Failure by the owner or operator to permit safety inspection by the city's agents or employees in connection with the enforcement of this division.

(Ord. No. 563, § III, 4-18-13)

**Secs. 54-126—54-130. Reserved.**

**DIVISION 1. USE OF CONSUMER**  
**FIREWORKS**

---

**Sec. 54-121.**  
**Definitions.**

---

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Act** - means the Michigan Fireworks Safety Act, Public Act 256 of 2011, MCL 28.451 *et seq.*, as amended (the "Act").

**APA Standard 87-1** - means the "APA Standard 87-1, Standard for Construction and Approval for Transportation of Fireworks, Novelties, and Theatrical Pyrotechnics", 2001 edition, published by the American Pyrotechnics Association of Bethesda, Maryland.

**Consumer Fireworks** – fireworks devices that are designed to produce visible effects by combustion, that are required to comply with the construction, chemical composition, and labeling regulations promulgated by the United States Consumer Product Safety Commission under 16 CFR parts 1500 and 1507, and that are listed in APA Standard 87-1, 3.1.2, 3.1.3, or 3.5. Consumer fireworks does not include low-impact fireworks.

**Firework or Fireworks** - means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, homemade fireworks, and special effects.

**Low-Impact Fireworks** - means ground and handheld sparkling devices as that phrase is defined under APA Standard 87-1, 3.1, 3.1.1.1 to 3.1.1.8, and 3.5.

**Minor** - means an individual who is less than 18 years of age.

**Person** - means an individual, agent, association, charitable organization, company, limited liability company, corporation, labor organization, legal representative, partnership, unincorporated organization, or any other legal or commercial entity.

**Sec. 54-122. Ignition, discharge, or use of consumer fireworks**

---

- (a) A person shall not ignite, discharge, or use consumer fireworks except on the following days after 11:00 a.m.
- (1) December 31 until 1 a.m. on January 1.
  - (2) The Saturday and Sunday immediately preceding Memorial Day until 11:45 p.m. on each of those days.

- (3) June 29 to July 4 until 11:45 p.m. on each of those days.
- (4) July 5, if that date is a Friday or Saturday, until 11:45 p.m.
- (5) The Saturday and Sunday immediately preceding Labor Day until 11:45 p.m. on each of those days.

- (b) Any person violating the provisions of this Section shall be responsible for a municipal civil infraction with a civil fine of \$1,000.00 for each violation. \$500.00 of the fine collected under the chapter shall be remitted to the local law enforcement agency responsible for enforcing the chapter.

**Sec. 54-123. Parental/Host Responsibility.**

- (a) A minor shall not possess, ignite, discharge, or use consumer fireworks.
- (b) It shall be unlawful for the parent, guardian, or other person having legal care and custody of a minor under the age of 17 years to permit such minor to ignite, discharge or use any fireworks.
- (c) It shall be unlawful for the host or organizers of a gathering or event to allow a guest or visitors to ignite, discharge or use any fireworks except when compliant with all applicable state, federal and local laws and regulations. Any person found to violate section 54-122(f) shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).
- (d) Any person found to violate this section shall be guilty of a civil infraction and shall be punished by a fine(s) as set forth in section 1-16(b).

(Ord. No. 563, § III, 4-18-13)

**Sec. 54-124. Ignition, discharge or use of display fireworks.**

- (a) No person shall discharge any display fireworks without a permit issued by the city council. Permits are not transferable and shall not be issued to a minor.
- (b) Applicants for permit under this section must file with the city clerk an application in writing on a form to be provided by the Department of Licensing and Regulatory Affairs, as set forth in MCL 28.466.
- (c) The fees for the permit required by this section shall be charged by the city clerk in an amount to be established by resolution of the council.
- (d) A permit shall not be issued to a nonresident person, firm, or corporation for ignition of articles pyrotechnic or display fireworks until the person, firm, or corporation has appointed in writing a resident member of the bar of this state or a resident agent to be the legal representative upon whom all process in an action or proceeding against the person, firm, or corporation may be served.
- (e) Before a permit for articles pyrotechnic or a display fireworks ignition is issued, the person, firm, or corporation applying for the permit shall furnish proof of financial responsibility by a bond or insurance in an amount, character, and form deemed necessary by the local governing authority to satisfy claims for damages to property or personal injuries arising out of an act or omission on the part of the person, firm, or corporation or an agent or employee of the person, firm, or corporation, and to protect the public.

- (f) The city council shall rule on the competency and qualifications of articles pyrotechnic and display fireworks operators as required by NFPA 1123, as the operator has furnished in his or her application form, and on the time, place, and safety aspects of the display of articles pyrotechnic or display fireworks before granting permits.
- (g) In addition to the other conditions set forth in this section, permit applications shall be subject to background investigations to determine whether the applicant has ever been involved in criminal or fraudulent activities, or has ever had a license or permit suspended or revoked for cause. If, as a result of the investigation, the fire marshal or chief of police has reasonable cause to believe that the applicant may cause or present a danger to public safety if granted a fireworks display permit, the city council may deny the application.
- (h) **Cost of policing.** Fireworks displays vary in size and scope, and displays of large magnitude cause the city to incur significant additional expenses for police, fire, and emergency services. Therefore, in addition to the nonrefundable application fee, an applicant for a permit to use, discharge, or display fireworks shall deposit with the city, as a condition of enjoying the privileges inherent in receipt of a permit, an amount reasonably calculated to reimburse the city for the cost of additional police and emergency services. The city shall hold such amount, to be determined by the city council at the time the permit application is considered, in escrow until after the fireworks display. In determining the amount, the city council may utilize its past experiences and the experiences of other communities. The city shall itemize its additional police and emergency services expenses incurred as a result of the fireworks display and may draw from the escrowed funds to achieve full reimbursement. Remaining funds shall be returned to the permit applicant. In the event that the escrowed funds are insufficient to cover the city's actual costs under this subsection (h), the city shall serve an invoice upon the permit applicant with a demand for payment. Failure of a permit applicant to comply with any of the provisions of this subsection (h) shall be a misdemeanor, punishable as provided in section 1-16(b) of this code.
- (i) **Term.**
- (1) Permits for the use or discharge of display fireworks are valid only for the date(s) and time(s) stated on the permit itself. Each subsequent use or discharge of display fireworks shall require a new permit, and the applicant shall follow the application process set forth in this article.
- (j) **Display permit conditions.** The issuance of a permit for the use or discharge of display fireworks shall be conditioned upon compliance with all of the terms and conditions of this article, as well as the International Fire Code. In addition, the issuance of such a permit shall be conditioned upon the following:
- (1) The applicant and property owner must execute a written agreement, in a form approved by the city attorney, to allow police, fire, and emergency personnel designated by the city to be present on the premises before, during, and after the fireworks display for purposes of supervising and inspecting the display and surrounding conditions for public safety hazards and violations of city codes and ordinances; and

- (2) The applicant and property owner must execute an indemnification agreement, in a form approved by the city attorney, to indemnify the city for any and all liability or damages incurred by any person or entity as a result of the fireworks display.

(Ord. No. 563, § III, 4-18-13)

**Sec. 54-125. Revocation of display fireworks permit.**

A permit issued under this division may be refused, suspended, or revoked by the city council for cause. The term “cause” as used in this section, shall include the doing or omitting of any act or permitting any condition to exist on the premises for which a permit is issued, which act, omission, or condition is contrary to the health, safety, and welfare of the public, is unlawful, irregular, or fraudulent in nature, is unauthorized or beyond the scope of the permit issued, or is forbidden by this division or any applicable law. Cause shall include but not be limited to:

- (a) Fraud or material misrepresentation in the application;
- (b) Fraud or material misrepresentation in the operation of the fireworks display during a safety inspection;
- (c) Any material violation of this division or of the regulations authorized herein;
- (d) Any violation of federal or state law or local ordinance which creates a risk to the health, safety, or welfare of the community;
- (e) Existing violations of building, electrical, mechanical, plumbing, zoning, health, fire, or other applicable regulatory codes;
- (f) Failure by the owner or operator to permit safety inspection by the city’s agents or employees in connection with the enforcement of this division.

(Ord. No. 563, § III, 4-18-13)

**Secs. 54-126—54-130. Reserved.**



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL AUGUST 6, 2020

**SUBJECT: CONSIDER APPROVAL OF GENOA TOWNSHIP WASTEWATER TREATMENT AND WATER SERVICE AGREEMENT**

### BACKGROUND

- For the past 30 years, the City of Brighton has been supplying wastewater treatment and water service to the Pine Creek subdivision in Genoa Township. This 30-year agreement began in 1989 and ended in November 2019, with a revision to the metering and connection charges in 1995. In order to supply the Township with the services they needed at the time, the Township agreed to build the new utility system, which included all water and sewer main and the Pine Creek Water Storage Tank, to City specifications and transfer ownership of the system to the City once the work was complete and the system was online. The City then took over maintenance and costs associated with the system, except for the metering portion, which would be the responsibility of Genoa Township. As the years progressed, complications developed having two municipalities involved in the utility service process. Knowing that this was an opportunity to streamline the process, the decision was made for the City to take over all responsibilities pertaining to maintenance and service, including metering obligations.

### ADMINISTRATIVE SUMMARY

- Discussions between Genoa Township and Brighton staff have been taking place for approximately a year in order to evaluate different options and clear up changes for the new Pine Creek contract. With changes in both municipalities throughout the last 30 years, both parties wanted to ensure the new agreement would be equitable for its residents. While there will be some changes in the amount of work required by the City of Brighton from a maintenance standpoint, there will also be adjustments to the administrative portion of the contract.
- Per the new agreement, current Township users will start making utility payments directly to the City once the contract is in place. Similarly, new Township users agree to pay connection fees directly to the City for new homes. In the past, the connection fees would be paid to the Township first. Also per the agreement, the utility rates and administrative fees for customers in both Genoa Township and the City of Brighton will be the same. This ensures both parties share the same operational costs of the system. This also means whenever a change to user rates and fees goes into effect for City customers, Pine Creek users will see the same change. This includes when any new debt service issued for the utility system, Pine Creek residents, as well as utility customers within the City Brighton, will be obligated to pay their portion.
- In continuing with the same terms of the original contract, should the Township decide to expand the existing utility system, the cost for the expansion would be paid for by the Township and when completed, ownership would be transferred to the City. Likewise, all maintenance costs and future capital replacements within the system would be the responsibility of the City. In addition, the City will be receiving a payment from Genoa Township as part of the new agreement. Over the duration of the last contract, the Township has collected approximately \$300,000 for maintenance of the utilities in the Pine Creek subdivision. These funds can be used for both the water and wastewater systems within that part of the system.



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 6, 2020

- In an effort to facilitate a smooth transfer of billing information, discussions have been held between the City, Genoa Township, and the billing software provider, BS&A. Fortunately, both municipalities use the same billing software provider and as such, we expect this transition to be mostly stress-free. However, we know that sometimes there are unexpected obstacles that could occur. Because of that, Genoa has offered to work with the City through multiple reading cycles until we have overcome any billing or reading issues that may arise.
- As with the original agreement, the new contract stipulates that Genoa Township agrees to comply with all regulatory requirements for the City of Brighton that have been set forth by the Michigan Department of Environment, Great Lakes and Energy (EGLE).
- As adjustments were made in the new contract, the changes were sent to the City attorney for his review. The final agreement has been reviewed and approved by the City attorney.

### RECOMMENDATION

Staff recommends approval of Genoa Township Wastewater Treatment and Water Service Agreement

Prepared by: Marcel Goch, Public Services Director

Approved by: Nate Geinzer, City Manager

Attachment: Genoa Township Wastewater Treatment and Water Service Agreement

**Draft 7-16-20 (9:30am)**

**REVISED AND RESTATED  
CITY OF BRIGHTON - GENOA TOWNSHIP**

**WASTEWATER TREATMENT AND WATER SERVICE AGREEMENT**

THIS AGREEMENT, made this 6th day of August, 2020 between the CITY OF BRIGHTON, a Michigan municipal corporation, with offices at 200 North First Street, Brighton, Michigan 48116, (hereinafter “City”), and the GENOA CHARTER TOWNSHIP, a general law township with offices at 2911 Dorr Road, Brighton, Michigan 48116, (hereinafter “Township”).

WITNESSETH:

WHEREAS, the City is the owner and operator of a wastewater treatment system in the County of Livingston, State of Michigan; and,

WHEREAS, Act 129 of Public Acts of 1953, the Sewers and Sewer Disposal Contracts Act, provides that any two or more political subdivisions may contract relative to the furnishing of wastewater treatment services by one or more of such political subdivisions to another political subdivision; and,

WHEREAS, the City and Township agree that because of the proximity of the service area to the City and the environmentally sensitive nature of the service area, it is in the best interest of the City and the Township to make available to the service area centralized wastewater treatment services; and,

WHEREAS, the Township and the City are desirous of entering into an arrangement whereby the sanitary sewage generated by only single family homes and condominiums from the property described in Attachment “A”, attached to be transmitted to and treated in the City’s wastewater treatment system located on Hamburg Road; and,

WHEREAS, the City owns and operates, a water supply system in the County of Livingston, State of Michigan; and,

WHEREAS, the Township desires to obtain a water supply from the City for single family homes and condominiums located on the property described in Attachment “A”;

NOW, THEREFORE, in consideration of the promises and covenants of each other, the parties agree as follows:

1. WASTEWATER TREATMENT SERVICE BY THE CITY

The City agrees to receive and treat sanitary sewage from the Township. The effluent from the Township shall emanate only from an area of the Township outlined in Attachment “A” attached hereto. Said effluent shall emanate only from single-family homes and condominiums developed within the defined area.

2. WATER SUPPLY SERVICE BY THE CITY

The City shall provide, and the Township shall purchase water from the City. The water supplied shall service only single-family homes and condominiums developed in the area of the Township outlined in Attachment “A”.

3. PURCHASE OF WASTEWATER TREATMENT SERVICE AND WATER SUPPLY SERVICE

The City and Township agree that the Township shall require, by Ordinance, all single family homes and condominiums within that area of the Township outlined in Attachment “A” to connect and purchase both water and sewer services from the City which are provided by the City systems under the terms of this Agreement.

A. CONNECTION PERMIT CHARGE - WASTEWATER TREATMENT SERVICE

The City and Township agree that a payment shall be made by Township utility users to the City for each individual Sewer Connection Permit Charge in accordance with the City’s fee schedule, as adopted by the Brighton City Council by resolution from time to time. This initial charge shall be Seven Thousand One Hundred Ninety Eight Dollars (\$7,198) for each Sewer Connection Permit Charge and the fee shall be paid to the City by the Township utility user at the time of each request for a Land Use Permit from the Township.

B. CONNECTION PERMIT CHARGE – WATER SUPPLY SERVICE

The City and Township agree that a payment shall be made by the Township utility user to the City for each individual Water Connection Permit Charge in accordance with the City’s fee schedule, as adopted by the Brighton City Council by resolution from time to time. This initial charge shall be Two Thousand Eight Hundred Two Dollars (\$2,802) for each Water Connection Permit Charge and the fee shall be paid by the Township utility user to the City at the time of each request for a Land Use Permit from the Township.

C. OPERATION, MAINTENANCE, AND EQUIPMENT REPLACEMENT CHARGE – WASTEWATER TREATMENT SYSTEM

The Township shall require by ordinance Township utility users to pay to the City bi-monthly a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Wastewater treatment System as adopted by the Brighton City Council by resolution from time to time. The following initial schedule of rates shall be applicable to the monthly wastewater flow from the Township, with the monthly flow computed to the nearest one thousand gallons @ \$5.20 per 1,000 gallons:

D. OPERATION, MAINTENANCE AND EQUIPMENT REPLACEMENT  
CHARGE WATER SUPPLY SYSTEM

The Township shall require by ordinance the Township users to pay to the City bi-monthly a per gallon rate to be charged for the operation, maintenance and equipment replacement of the Water Supply System as adopted by the Brighton City Council by resolution from time to time. The following initial schedule of rates shall be applicable to the monthly water flow to the Township, with the monthly flow computed to the nearest on thousand gallons @ \$4.96 per 1000 gallons:

E. COLLECTION

The City agrees to bill and collect wastewater and water service charges as determined by the City of Brighton from time to time, which shall include but not be limited to, the same bi-monthly administrative fee as charged to City of Brighton users.

Annually, prior to \_\_\_\_\_, the City shall certify to the Township Assessing Officer all the rates, charges and fees together with interest and penalties, owing by Township users delinquent as of the end of the March billing period and such assessing officer shall enter the same on the appropriate tax roll as a lien against the premises to which the services had been rendered, and the Township shall enforce the lien and shall collect said sums as provided by law. The Township shall promptly remit to the City all sums so collected. If the Township fails or neglects to so enter such delinquent charges on its next tax roll, the Township shall pay to the City such charges not later than September 15 of the year of such certification. The Township pledges its full faith and credit for all the charges set forth in this Contract.

The Township agrees to remit to the City all special assessment charges and applicable penalties, fees and interest from the Township tax collections within ten (10) business days after the 1st and the 15th of each month collections, but no later than the Township's receipt of delinquent taxes and special assessments from the Livingston County delinquent Tax Revolving Fund.

In the event the County does not remit delinquent taxes to the local units through a tax revolving fund or if the Township is in default of this Contract, then the City reserves the right to discontinue service to the defaulted property owner.

F. TOWNSHIP LAND USE PERMITS

The Township shall provide copies of any land use permits issued within the area described in Exhibit "A" within 10 days of issuance by the Township.

4. DEFAULT

A. Following the Resolution of Dispute Criteria provided in Section 18 of the Contract, the City reserves the right to discontinue service to the Township in the event that the Township is in default of this Contract, as well as to exercise any other additional remedies provided by law.

- B. The City may charge interest for any over due payments. Each Township utility user shall be considered a utility account subject to the same overdue penalty conditions as any other account, i.e., ten (10%) percent late penalty charge. Additionally, the City may charge interest for any overdue payments. The interest rate charged shall be the maximum permitted by law, but in no event shall the interest charges exceed twenty-five (25%) percent per annum on the unpaid balance of the debt. The payments shall be considered overdue if not paid pursuant to the times prescribed by the City. Default includes, but is not limited to, either nonpayment or late payment.

5. CONSTRUCTION OF ADDITIONAL WATER MAINS TO SERVE THE TOWNSHIP

- A. The City shall have no responsibility to pay for the cost of designing and constructing additional sewage and water facilities located in the area outlined in Attachment "A".
- B. All design and construction of additional sewage and water facilities in the Township shall be supervised and approved by the City's Engineer.
- C. Upon completion of the construction of any additional sewage and water facilities located in the Township, the sewage and water facilities shall be dedicated to the City free of charge. Should the City permanently discontinue sewage and/or water service to the Township for any reason, the Township shall, at its option, upon giving written notice to the City, become the owner of all the water facilities including meters located on the property located in the area of the Township outlined in Attachment "A", subject only to the City's right to use the sewage and water facilities for transmission of sewage and/or water to other areas which are then serviced by the use of such facilities located within the area of the Township outlined in Attachment "A". In the event the Township becomes the owner of the sewage and/or water facilities located within the area defined in Attachment "A", the Township shall reimburse the City for all costs and/or expenditures incurred by the City, excepting therefrom only routine maintenance costs and/or expenditures.
- D. Detailed records, including drawn plans of any construction, alteration, addition or relocation of sewage and water facilities located in the Township shall be kept on file by the City and copies shall be delivered to the Township.
- E. The Township shall obtain any necessary easements and permits required to accomplish the goals of this Contract. Additionally, the Township shall grant a franchise to the City and obtain permission for the City to use streets, highways, alleys and other rights of way within the Township under its control for the purpose of maintaining and repairing sewage and water facilities located within the Township.
- F. The Township, by ordinance, shall provide that each Township utility user shall install and maintain all service leads to individual premises including meters and valves and bear the cost of connecting said service leads to and from the City's

water facilities located within the Township. All meters, meter horns and flanges connected to our system need to be obtained through the City only. Installation of meter horns and flanges are the responsibility of the customer along with any meter 2" or larger in size. Meters 1.5" and smaller will be installed by City personnel by appointment. The City's responsibility and liability shall end at the property line of each Township utility user.

- G. The Township, by ordinance shall provide that each Township utility user shall comply with all regulatory rules pertaining to cross connections adopted by the City.

6. MAINTENANCE AND REPAIR OF SEWAGE AND WATER FACILITIES TO SERVE THE TOWNSHIP

- A. All maintenance and repair costs associated with the sewage and water facilities located within the Township shall be borne by the City.
- B. The Township shall provide to the City the legal right of access to the service area for the purposes of construction, maintenance and repair.

7. METERING

- A. The Township shall supply the City and BSA, Inc. an export file detailing all pertinent information for each account, excluding ACH data, in a digital format directed by the City. The Township and the City shall cooperate to ensure a smooth and orderly transition of utility billing from the Township to the City utilizing BSA software.
- B. Each Township utility user served by the City's utility system shall be metered with a remote encoder receptacle. Beginning July 1, 2020, The City shall be responsible for reading meters and preparing bills for Township utility users.
- C. At the time of the execution of this agreement, the Township shall transfer to the City the remaining funds in the Township Pine Creek billing account in the approximate amount of \$300,000 dollars as confirmed by the Township's Auditors. In consideration of this transfer of funds, prior capacity reservation charges paid, and the Payments in Lieu of Taxes paid between 1989 and 2009, The City will not charge Township utility users in the area outlined in Attachment A for current outstanding debt. Township utility users will be charged debt service on all future debt issues.
- D. Township utility users shall be notified by the Township by mail with the notice attached hereto as Attachment "B".

8. TERM

The term of this Contract shall commence on the date hereto and terminate thirty (30) years hence, unless the water supply system permanently discontinues operation during this term; under such circumstances, the Contract shall expire. The City and the Township agree that this

Contract may be extended if mutually agreeable terms are agreed upon by the City and the Township at the time of the expiration of this Contract.

9. CONTAMINATION OF WATER SUPPLY

For the protection of all consumers supplied with water from the City's system, the Township agrees to use best efforts to protect the system against all forms of contamination. In the event of actual or threatened contamination of the system, and shall immediately contact the City. It is understood if contamination occurs to the system; the City may take any and all reasonably necessary action, including but not limited to immediately shutting off and isolating the area or areas affected by the contamination until the system has been declared safe and fit for human consumption by the governmental agencies having jurisdiction.

10. TOXIC OR UNACCEPTABLE WASTES

In cases where the character of sanitary sewage emanating from the Township is such that it imposes an unreasonable or additional burden upon the City's Wastewater treatment System above that imposed by the average domestic sewage entering the City's Wastewater treatment System, the Township shall cause such user to treat such sanitary sewage in such a manner accepted by the United States Environmental Protection Agency (U.S.E.P.A.) and State of Michigan Department of Environment, Great Lakes, and Energy or their successors. Normal domestic sewage (NDS) means wastewater which, when analyzed, shows a daily average concentration of not more than 250 mg/l of BOD; nor than 250 mg/l of suspended solids; nor more than 6 mg/l of phosphorus; nor more than 35 mg/l of total Kjeldahl nitrogen; nor more than the level of toxic pollutants measured at a collection system location deemed by the city to represent typical domestic wastewater. The City shall terminate service, after due notice to any premise which fails to comply with all rules, regulations, orders and standards promulgated by the U.S.E.P.A., the Michigan Department of Environment, Great Lakes, and Energy and the City. It is recognized by both parties that the average domestic sewage standard and rules, regulations, orders and standards promulgated by the U.S.E.P.A., the Michigan Department of Environment, Great Lakes, and Energy and the City or their successors are subject to revision.

11. EXCLUSIVE SERVICE

During the term of this Contract, the City shall have the exclusive right to provide water to the service area as outlined in Attachment "A".

12. PLANNED INTERRUPTION OF SERVICE

In the event the proper operation of the water supply system requires the City to discontinue temporarily all or part of the water supply system servicing the Township, no claims for damages for such discontinuance shall be made by the Township against the City. The City shall immediately notify by telephone the Township upon learning of any accidental interruptions of service. Whenever service to the points of connection will be intentionally interrupted temporarily by the City to facilitate repair, modification or connection to the City's water supply system, the City, prior to such interruption, shall give the Township reasonable notice of the time, duration and area affected by the interruption of service.

13. FAILURE OF PERFORMANCE

No failure or delay in the performance of the executed Water Service Contract by either party shall be deemed to be a breach thereof when such failure or delay is occasioned by or due to any Act of God, strikes or lockouts, wars, riots, epidemics, explosions, sabotage, breakage, or accidents to machinery or lines of pipe, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise not in the control of the party claiming suspension, provided that no cause or contingency shall relieve the Township of its obligation to make payment.

14. TAXES

The Township agrees not to assess any ad valorem taxes on any water supply facilities situated within the Township and owned by the City.

15. BOUND BY CITY ORDINANCES

The Township agrees to adopt ordinances which require all water supply facility users situated within the area outlined in Attachment "A", to be bound by any and all rules, regulations and ordinances of the City to the same extent that users within the corporate limits of the City are so bound, including but not limited to all fee schedules, Ordinance 90-84, Ordinance 90-81, Ordinance 90-83, as adopted or modified by the Brighton City Council from time to time.

16. RESOLUTION OF DISPUTES

It is recognized by both parties that in the future certain disputes regarding the terms of this Contract may arise between the City and the Township. In order to provide for the orderly resolution of these matters, the following process is established:

- A. Within thirty (30) calendar days after a grievance is noted, the offended legislative body shall inform the other legislative body of their disagreement in writing. The non-aggrieved party shall have up to thirty (30) days in which to respond to the grievance. This response shall be in writing.
- B. Should the parties be unable to resolve their differences within sixty (60) days of the date of the written response to the grievance or be then unable to agree upon a method to mediate and resolve their differences, either party may seek its lawful or equitable remedies in the Michigan Court having lawful jurisdiction over the subject matter of the dispute.

17. NON-ASSIGNABILITY

This Contract is not assignable by the Township without written consent from the City.

18. SUCCESSORS

It is hereby agreed that this Contract shall be binding upon all successor governmental units that may assume jurisdiction over all or part of the areas now governed by the parties.



