

PROPOSED AGENDA

**CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114**

**OCTOBER 17, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560**

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL
- D. CALL TO THE PUBLIC
- E. CONSENT AGENDA
 - 1. Approval of Agenda
 - 2. Approval of Minutes
 - a. September 19, 2016 Regular Meeting Minutes
 - b. October 3, 2016 Regular Work Session Meeting Minutes
 - 3. Bills
 - a. October 17, 2016
- F. BUSINESS
 - 1. QUARTERLY SANITARY SEWER FINANCIAL REPORT – First Quarter, FY’ 2016-17
 - 2. PRESENTATION/UPDATE ON SELCRA – P. Biscorner, Director
 - 3. ADOPTION OF BUDGET AMENDMENT # 6, FY’ 2016-17 – Legal Defense Costs, Shoner & Potocki, et al v. Brighton Township
 - 4. ADOPTION OF PROPOSED AMENDMENT – Administrative Policy # 709, Special Assessment District Parameters
 - 5. APPROVAL OF CONTRACT EXTENSION – Engineering Services, OHM
 - 6. ACCEPTANCE OF PROPOSAL - Pump Station # 1 Clean Out, Advanced Underground Inspections
 - 7. APPROVAL OF CONTRACT – MI State Police, Enhanced Alcohol Enforcement
 - 8. APPROVAL OF CONTRACT – Snow Removal Services, Alan’s Asphalt Maintenance
 - 9. APPROVAL OF METRO ACT RIGHT OF WAY PERMIT – Fibertech Holdings
 - 10. RENEWAL OF VIDEO FRANCHISE AGREEMENT – AT & T Michigan
- G. REPORTS AND CORRESPONDENCE
 - REPORTS
 - 1. COMMITTEE LIAISONS AND BOARD MEMBERS
 - a. Zoning Board of Appeals Regular Meeting Minutes – June 22, 2016
 - 2. DEPARTMENTS
 - a. Treasurer’s Reports – July and August 2016
 - b. Brighton Area Fire Authority Firestat Reports – June, July, August 2016
 - 3. MANAGER
- H. CORRESPONDENCE

None
- I. CALL TO THE PUBLIC
- J. CLOSED EXECUTIVE SESSION – Trial or Settlement Strategy in Connection with litigation specifically Dennis Shoner and Barbara Potocki, individually, and as representatives of a class of similarly-situated persons and entities, Plaintiffs V. Brighton Township
- K. ADJOURNMENT

Board Packets are available on our website: www.brightontwp.com. The Charter Township of Brighton will provide necessary reasonable auxiliary aids and services such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting. Individuals should contact the Charter Township of Brighton by writing or contacting: Township Manager, 4363 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

PROPOSED MINUTES

CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114

SEPTEMBER 19, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560

Clerk A. Bollin called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.

Present: A. Bollin, Clerk; D. Hawk, Treasurer; C. Doughty, Trustee; P. Michel, Trustee; M. Slaton, Trustee; L. Weaire, Trustee

Absent: T. Murphy, Supervisor

P. Michel moved and L. Weaire seconded to **appoint the Clerk as chair.**

Motion carried.

CALL TO THE PUBLIC

Philip Biscorner, SELCRA Director – Introduced himself; would like to present SELCRA’s future plans and is available for the October 17, 2016 Board meeting.

Bob Potocki, Woodland Shore Drive – Voter approval has been hijacked; assessment rolls; records; fix the government; fix the sewers.

AGENDA

P. Michel moved and A. Bollin seconded to **approve the consent agenda based upon receiving the clarification.**

Motion carried.

APPROVAL OF BID FOR LANDSCAPING AND GROUND SIGN – Evergreen Outdoor, Inc.

K. Mathews summarized the bid received from Evergreen Outdoors, Inc. noting only one bid was received probably due to the timing but was hopeful the project could be completed this year. Evergreen representative was present to answer any questions and confirmed that they could meet the scheduled completion date of October 31, 2016. Discussion included explanation of slightly higher than estimated costs based upon the sign design selected necessitating a budget amendment if approved, quantity differences/unit pricing, protective fencing, timing of gateway sign reinstallation may be in the spring, and time frame for job completion.

L. Weaire moved and C. Doughty seconded to **approve the contract dated September 9, 2016 from Evergreen Outdoor for the landscaping and new ground sign in the amount of \$76, 225 with the work to be completed by October 31, 2016 as referenced in the contract.**

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, P. Michel, A. Bollin

Nays: None.

Motion carried.

APPOINTMENT – Planning Commission Liaison to the ZBA

Clerk Bollin presented this item as a recommendation from the Planning Commission due to a vacancy.

P. Michel moved and D. Hawk seconded to **accept the recommendation of the Planning Commission and appoint Jeff Stinedurf as the Planning Commission’s liaison to the Zoning Board of Appeals for a term expiring December 31, 2016.**

Motion carried.

APPROVAL OF AGREEMENT FOR PAYMENT OF SANITARY SEWER REU OVERTIME – R. Morell, LLC.

Manager Vick summarized the agreement in brief referencing the property location on Grand River.

C. Doughty moved and L. Weaire seconded to **approve the Payment-over-Time Agreement with R Morell LLC for one (1) REU for the property commonly referred to as 5865 Whitmore Lake Rd. and authorize the Clerk and Supervisor to sign the Agreement for 5865 Whitmore Lake Rd. (Tax ID # 4712-32-401-042) on behalf of the Township.**

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire, A. Bollin

Nays: None.
Motion carried.

ACCEPTANCE OF BID, FIRE STATION NO. 33 PARKING LOT – TLS Construction

Z. Dyba, Assistant to the Manager, provided a summary of the parking lot conditions and the bidding process including OHM input on the specifications and that they will oversee the project. Discussion included condition of the parking lot and building, 10% contingency, no unit pricing provided only totals – will the quantities affect the total cost, timeline and coordination with the Brighton Area Fire Authority, use of subcontractors and appropriate insurance, reference checks and clarification that OHM will provide project management under their existing contract. Manager Vick clarified cost variances and current condition of the building and referenced the project list previously provided by BAFA to the Manager (project list and updates will be provided to Township Board).

P. Michel moved and A. Bollin seconded **to accept the bid from TLS Construction dated September 7, 2016 to perform the services outlined in ITB # 16-02 for the Fire Station No. 33 parking lot at 9939 Weber Street, for a not-to-exceed amount of \$42,379 inclusive of the 10% contingency and to authorize the Supervisor and Clerk to sign the contract with TLS Construction.**

Ayes: L. Weaire, C. Doughty, D. Hawk, P. Michel, A. Bollin

Nays: M. Slaton

Motion carried.

ADOPTION OF BUDGET AMENDMENT # 4, FY' 2016-17 – Fire Station No. 33 Parking Lot

Manager explained the amendment is in accordance with the acceptance of the Fire Station No. 33 parking lot bid.

P. Michel moved and C. Doughty seconded **to adopt Resolution No. 16-023, Budget Amendment # 4, FY' 2016-17, approving the transfer of funds from the General Fund Fund Balance to Fire Department Capital Improvement line item.**

Ayes: P. Michel, D. Hawk, C. Doughty, L. Weaire, A. Bollin

Nays: M. Slaton

Motion carried.

ADOPTION OF BUDGET AMENDMENT # 5, FY' 2016-17 – Infiltration Analysis and Repair Manhole #300A and #301

Manager Vick stated the budget amendment was necessary due to the unforeseen repairs needed for Manhole #300A and #301 and noted the progress of the repairs is posted on the Township website regularly. Discussion included recent average history.

L. Weaire moved and P. Michel seconded **to adopt Resolution No. 16-024, Budget Amendment # 5, FY' 2016-17, approving the utilization of dollars from the O & M Fund Cash Reserve to offset the accumulated costs that are being charged to Collection System Maintenance Repair – Infiltration Manhole (590-540-936.001) for infiltration repairs.**

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire, A. Bollin

Nays: None.

Motion carried.

AUTHORIZATION FOR TOWNSHIP ATTORNEY TO SEEK CODE ENFORCEMENT COMPLIANCE – 2926 Old US-23

Manager Vick provided background indicating the code enforcement process and options available to the property owner (demolish or rehabilitate), asbestos is an issue, property owner has expressed interest in having the asbestos removed and is working with the Michigan DEQ, and many months have gone by with no resolution. Discussion included impact on surrounding local businesses and impact of blighted buildings in general, communication time frames, removal of asbestos requires a study to be done, would the fire department consider using this building as a practice burn?, no recent history of authorizing the demolition of dilapidated buildings due to similar code violations, desire to proceed fully through the court system, requesting the courts to enforce the asbestos removal, and this has been an ongoing code issue for several years. Attorney Widmaier explained that the process would be to request the courts to bring the property into compliance.

P. Michel moved and C. Doughty seconded **to authorize the Township Attorney to seek code enforcement compliance through the court system to ensure that the building located on parcel 12-17-400-024 is**

brought into compliance with health and safety standards.

Ayes: P. Michel, D. Hawk, M. Slaton, C. Doughty, L. Weaire, A. Bollin

Nays: None.

Motion carried.

AUTHORIZATION FOR TOWNSHIP ATTORNEY TO SEEK CODE ENFORCEMENT COMPLIANCE – 5042 Walsh

Manager Vick provided background stating it has been vacant for years and summarized code enforcement actions to date and noted records indicate property has not had a Principal Residence Exemption since 2009, goal is to force compliance. Adjacent property owners confirmed that no one has been living there and Township has not been able to reach property owner. Discussion included that the code enforcement action was relatively recent (30 to 60 days) and the need to further attempt to contact the property owner.

P. Michel moved and A. Bollin seconded **to table this agenda item for a period of sixty (60) days to give Township staff time to contact the property owner.**

Motion carried.

REPORTS AND CORRESPONDENCE

REPORTS

Planning Commission Regular Meeting Minutes – July 11, 2016

Planning Commission Regular Meeting Minutes – August 22, 2016

Livingston Community Water Authority Regular Meeting Minutes – June 15, 2016

L. Weaire – BAFA update including phone communication system upgrade, 9/11 Tribute and Run/Walk a success, 13 new hires, and concerns raised by BAFA personnel regarding increased suicide rates.

C. Doughty – SELCRA update including the Memo of Understanding with BAS has been signed, upcoming Skate Park meeting with St. Pat's School, St. Joseph Hospital interested in financially supporting SELCRA. Discussion included clarification on what the recent payment to SELCRA represented – an additional member community contribution or a substitute for the per participant fee as outlined in current Articles of Incorporation (AoI); can the Township expect to see an invoice for the per participant fee per the current AoI; (staff and liaison confirmed this was a separate contribution and was being proposed as a part of a new funding model – amount represents the current budgeted amount); and a future discussion on future SELCRA funding model will take place in early 2017; discussion may include a budget amendment for funding in Township's next fiscal year but SELCRA's current fiscal year; upcoming presentation by SELCRA on the new model and future programming; and status of review of proposed amendments to the Articles of Incorporation.

M. Slaton – Warned residents of recent break-ins in the area. Planning Commission update including Kroger signage approved and Encore Village tabled.

D. Hawk – Tax season completed. ZBA update included approved variances.

P. Michel – 8th Annual BAFA 9/11 Run/Walk 5K was not well attended based on weather conditions.

A. Bollin – Large Item Drop-Off Event was a success; thanked Manager for microphone repairs; responded to comments made during the Call to the Public explaining the process for approving payables including the adoption of a pre-approval list and adherence to State of Michigan and auditor recommendations and outlined record retention requirements and current policies and practices. November 2016 Election update including Absent Voter applications have been mailed, Precinct 7 relocation notices have successfully been sent to residents.

DEPARTMENTS

Revenue & Expenditure Report – First Quarter, FY' 2016-17

Infrastructure Alternatives, Inc. Monthly Operating Report – August 2016

MANAGER – Informed residents of the News Flash tool on the Township Website which can be accessed via an email subscription to be kept up to date on Township news. AT & T update – still waiting for a response.

CORRESPONDENCE

None.

Consensus of the BTBT is to adjust the agenda based on the attorney's approval to allow for the Call to the Public to come before the Closed Executive Session.

CALL TO THE PUBLIC

Todd Krebs, Walsh Dr. – Thanked BTBT for altering the agenda; how many on the BTBT have physically seen the Walsh property that has been abandoned? Property is a rat-hole; provided taxes owed on the property and the history of tax payments; asked BTBT to do homework and look at the property to understand what it is.

Barb Potocki, Woodland Shore Dr. – Thanked the Township for adjusting the volume of the microphones. Cheryl Guard unable to attend but sent a letter regarding SELCRA funding and feels there is a conflict of interest: when will there be a response?

CLOSED EXECUTIVE SESSION – Status of litigation specifically Dennis Shoner and Barbara Potocki, individually, and as representatives of a class of similarly-situated persons and entities, Plaintiffs v. Brighton Township

P. Michel moved and D. Hawk seconded **to go into closed executive session to discuss status of litigation specifically Dennis Shoner and Barbara Potocki, individually, and as representatives of a class of similarly-situated persons and entities, Plaintiffs v. Brighton Township.**

Ayes: L. Weaire, C. Doughty, M. Slaton, D. Hawk, P. Michel, A. Bollin

Nays: None

Motion carried.

The Board went into closed executive session at 8:55 P.M.

The Board returned to open session at 9:28 P.M.

ADJOURNMENT

D. Hawk moved and P. Michel seconded to adjourn. Motion carried.

The meeting adjourned at 9:28 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

PROPOSED MINUTES

**CHARTER TOWNSHIP OF BRIGHTON
BOARD OF TRUSTEES
4363 BUNO ROAD
BRIGHTON, MI 48114**

**OCTOBER 3, 2016
REGULAR WORKSESSION MEETING
7:00 P.M.
(810) 229.0560**

Supervisor T. Murphy called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present: T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; M. Slaton, Trustee; C. Doughty, Trustee; L. Weaire, Trustee
Absent: P. Michel, Trustee

CALL TO THE PUBLIC

Barb Potocki, Woodland Shore Drive – Genoa Township sidewalks extend to the City of Brighton, does Brighton Township plan to do this on the west side of the City of Brighton?

Cheryl Guard, Woodland Shore Drive – Emailed Manager on 8-19-16 about SELCRA and again on 9-27-16 asking if there was a conflict of interest for joint board members of SELCRA and BTBT and asked for a response but has not received a response from the Manager. What legal authority did the Township have to cancel the Annual Town meeting back in 1995?

Bob Potocki, Woodland Shore Drive – Distributed handout; commented on purchase of expert services; use State and County resources; protect health and safety of community; rezoning of Ravines and Woodland Lake Bridge.

Mike Palmer, East Grand River Ave – Echoed previous comments regarding engineering services; objects to revisions to Admin Policy #709. BTBT has been misrepresented at St. Pat's; agrees there is a conflict of interest with SELCRA; Brighton Area Schools and SELCRA have overlapping services.

Jim Sarna, Woodland Shore Drive – Disappointed with SELCRA vote; conflict of interest of dual board members.

Anna Chatten, Woodland Shore Drive – Allotted 3 minutes to Barb Potocki.

Barb Potocki, Woodland Shore Drive – Raised concerns over whether a conflict of interest existed for Township Board members that also voted as members of the SELCRA Board.

AGENDA

A. Bollin moved and C. Doughty seconded **to adopt the agenda as presented.**
Motion carried.

BILLS

C. Doughty asked who pays for the legal services bill from Dykema given it is litigation over sewers. Manager Vick explained the costs were allocated to the General Fund because there were monies budgeted for legal services whereas there was not money budgeted for the unanticipated litigation in the Sewer Fund and a budget amendment would be needed. Discussion ensued regarding appropriately allocating the costs, bill due date, past related invoices, request confirmation that the charges can/should be allocated to the sewer fund, similar expenses are charged to respective department or fund, and staff recommendation.

A. Bollin moved and D. Hawk seconded **to approve the bills be paid conditional upon requesting that the Manager confirm with the appropriate consultants that the sewer related litigation charges can be allocated to the Sewer Fund and if it is the Sewer Admin Fund what appropriate line item it is and upon that bring forth the necessary budget amendment.**

Ayes: A. Bollin, D. Hawk, L. Weaire, C. Doughty, T. Murphy

Nays: M. Slaton

Motion carried.

REVIEW AND DISCUSSION – Proposed Revisions to Administrative Policy # 709, Special Assessment District Parameters

Manager Vick introduced the proposed changes and summarized previous discussions on SAD parameters; processes and policies. Discussion included vacant lots that later get built on; are vacant properties used to meet the signature threshold (no); inability to collect chargebacks from new property owner of foreclosed property; reapportionment of unpaid assessments; will the reapportionment apply to all SAD's or just current; reapportionment has been allowable all along but not done; differences between improvement v. maintenance SAD's specifically how and when the monies get collected and spent; consideration of different assessment amounts for lake improvement districts for lakefront v. off the lake property owners; no advance funding or advisory petitions per board discussion; deleting the reference to the fiscal year in # 5; reference to established guidelines for current road funds; desire for discussions to continue with the Livingston County Road Commission on what their long term plan is and what is included in their asset management plan as previously discussed; township will not pursue bonding for subdivision roads; confirmed reasons for thresholds for amounts was due to costs involved in administering the SAD's; currently no administrative fee is charged for the special assessment districts other than the direct costs in the first year; primary, secondary and public subdivision roads under the jurisdiction of the LCRC should be maintained or improved under a County bond not a Township bond; and timing of advanced funding discussions should be during the budget cycle. Consensus was to move forward with the proposed changes under # 3, delete the reference to the fiscal year in # 5, and the Township will not participate in cost sharing for SAD's.

The Board took a short recess at 8:15 P.M.

The Board returned at 8:25 P.M.

STATUS OF ENGINEERING SERVICES – Request for Qualifications

Manager Vick provided background on the bidding process stating the bid had been open for three (3) weeks and briefly described the anticipated interview and selection process. Staff confirmed the contract expiration date, this was a Request for Qualifications, and suggested a current contract extension based on the timing of the selection process. Discussion included request for the fees to be submitted under separate cover, why were the 2013 wastewater treatment flows included in the Request for Qualifications?, extending the current contract since it expires on October 17, 2016, publishing notice of RFQ availability/extension and extending the submittal deadline.

REVIEW AND DISCUSSION - SELCRA Articles of Incorporation

Manager Vick summarized the process of adopting amendments to the SELCRA Articles of Incorporation and led discussion on the proposed changes. Discussion included the definition of participating members; clarification on the per participant fee; future funding model; defining member contribution; time frame for receiving SELCRA's proposed budget should be revised to allow for the budget cycle for the Charter Townships (proposed date is too late in budget cycle); per participant rate included in the proposed Articles does not reflect the most recent or current rate; how participants are counted; funding if additional municipalities decide to join; at-large members should live within the participating member communities; number of board members; role of the liaisons; adding language that if a millage is pursued it has to be approved by voters in all participating municipalities; upcoming presentation by the SELCRA Director; and possible future joint meeting with Green Oak Board. Upon review it was verified that the proposed Articles included in the packet were not the latest version. Conclusion was Board will continue its review following the presentation and upon receipt of the correct version of the revised Articles of Incorporation.

CALL TO THE PUBLIC

Barb Potocki, Woodland Shore Drive – How can BTBT approve “perpetual participation” as noted in the SELCRA documents?

ADJOURNMENT

L. Weaire moved and D. Hawk seconded to adjourn. Motion carried.

The meeting adjourned at 9:25 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Thomas E. Murphy, Supervisor

BRIGHTON TOWNSHIP

10/17/2016

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE:

GENERAL FUND	\$749,941.11
SEWER O & M	\$39,745.60
T & A	\$465.00
PATHWAYS	\$45,580.66
CONSTRUCTION ESCROW	\$3,469.50
MUNICIPAL REFUSE- Ravenswood SAD, Wood/Airway SAD	\$10,928.40
AQUATICS- OWL	\$1,170.00

TOTAL ACCOUNTS PAYABLE TO APPROVE

\$851,300.27

VENDOR APPROVAL SUMMARY REPORT
 BOT 10-17-16

Date: 10/12/2016
 Time: 3:04pm
 Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
ADVANCED DISPOSAL	ADVAN	SAD- RAVENSWOOD RUBBISH	6,732.00	0.00
AMEC FOSTER WHEELER	AMEC	COLLETT DUMP MONITORING	990.00	0.00
ANGEL CLEANING COMPANY LLC	ANGEL	CLEANING SERVICE	624.00	0.00
APEX SOFTWARE	APEX SOFTW	MAINTENANCE RENEWAL	1,175.00	0.00
AQUA-WEED CONTROL, INC.	AQUA	TREATMENT #5 - WOODLAND LAKE	1,170.00	0.00
B & N LAWN INC	B&N	5TH OF 7 LAWN PAYMENTS	809.28	0.00
BELLAGGIO HOMES INC	BELLAGGIO	REFUND OVERPMT CONNECTION	200.00	0.00
BRIGHTON ANALYTICAL INC	BRIGHTON A	COLLETT DUMP WATER TESTING	742.50	0.00
BRIGHTON TOWNSHIP	BRIGHTON T	INTERFUND TRANSFER-POSTAGE	491.48	0.00
BUSINESS IMAGING GROUP, INC	BUSINESS I	COPIES 11879 GR RIVER FOIA	172.64	0.00
CEMETERY FUND	CEMETERY	BUDGETED TRANSFER	10,000.00	0.00
COMCAST	COMCAST	INTERNET	245.45	0.00
DTE	DTE	UTILITIES	430.52	0.00
DTE ENERGY	DTE ENERGY	UTILITIES	5,426.84	0.00
FONSON COMPANY, INC	FONSON	E GRAND RIVER SIDEWALK WORK	38,018.66	0.00
FOSTER, SWIFT, COLLINS & SMITH	FOSTER	LEGAL SERVICES	504.00	0.00
FUTURE ROAD IMPROVEMENT FUND	FUTURE ROA	BUDGETED TRANSFER	250,000.00	0.00
GRAPHIC SCIENCES, INC	GRAPHIC	14 BOXES DOC & DRAWINGS	2,116.61	0.00
HARRIS & LITERSKI	HARRIS &	LEGAL SERVICES	3,032.55	0.00
I.T. RIGHT INC.	I T RIGHT	SSL CERT PMT # 2	199.50	0.00
INCLUSION SOLUTIONS, LLC	INCLUSION	TOTEM POCKET DISPLAY	140.00	0.00
INFRASTRUCTURE ALTERNATIVES,	INFRASTRUC	SEPTEMBER EXTRA SERVICES	28,203.17	0.00
JETT PUMP & VALVE, LLC	JETT	REPLACEMENT AMERICAN	2,575.36	0.00
KONICA MINOLTA ALBIN	KONICA	COPIER METER/MAINTENANCE	33.79	0.00
LESTER BROTHERS EXCAVATING	LESTER	REPLACE AIR RELEASE VALVE	1,765.00	0.00
LIVINGSTON COUNTY TREASURER	LIV CTY TR	DOG LICENSE FEES- SEPTEMBER	429.00	0.00
MASTER MEDIA SUPPLY	MASTER MED	PAPER	209.94	0.00
METRO AIR COMPRESSORS	METRO AIR	SERVICE CALL AIR DRYER	392.39	0.00
MICHIGAN ASSN OF PLANNING	MI ASSN P	CONFERENCE REGISTRATION	285.00	0.00
MICHIGAN CHLORIDE SALES LLC	MICHIGAN C	DUST CONTROL	3,053.63	0.00
MICHIGAN OFFICE SOLUTIONS INC	MOS	COPIER METER/MAINTENANCE	321.17	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	SCENIC POINTE- INSP	17,570.75	0.00
PARKS FUND	PARKS FUND	BUDGETED TRANSFER	50,000.00	0.00
PATHWAYS FUND	PATHWAYS	BUDGETED TRANSFER	410,000.00	0.00
PEA CORPORATE OFFICE	PEA	CONSTRUCTION DOCUMENTS	5,135.00	0.00
PITNEY BOWES	PITNEY BO	POSTAGE METER SUPPLIES- INK	196.32	0.00
PRINTING SYSTEMS	PRINTING S	BALLOT INSTRUCTIONS	859.03	0.00
QUILL CORPORATION	QUILL	CREDIT- RETURNED DYMO LABELS	270.90	0.00
REGISTER OF DEEDS	REGISTER	RECORD SEWER EASEMENT	90.00	0.00
RIZZO	RIZZO	RUBBISH REMOVAL TWSP HALL	4,346.40	0.00
STATE OF MICHIGAN	CODES	ELEVATOR SAFETY PERMIT	125.00	0.00
USPS POSTAGE BY PHONE	USPS	POSTAGE	2,000.00	0.00
VALLEY CITY LINEN, INC	VALLEY	FLOOR MATS	100.25	0.00
VERIZON WIRELESS	VERIZON	TELEPHONE	117.14	0.00
Grand Total:			851,300.27	0.00

INVOICE APPROVAL LIST BY FUND
BOT 10-17-16

Date: 10/12/2016
Time: 3:20pm
Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept:						
101-000-084.336	FROM FIRE	BRIGHTON TOWNSHIP QUARTERLY SEWER BILL	29062	45125	10/17/2016	72.00
				Total		72.00
Dept: ELECTIONS						
101-191-727.000	SUPPLIES	PRINTING SYSTEMS AV OUTER ENVELOPES	29093	97702	10/17/2016	341.35
101-191-727.000	SUPPLIES	PRINTING SYSTEMS ZIP STRIP RETURN BALLOT	29093	97663	10/17/2016	330.85
101-191-727.000	SUPPLIES	PRINTING SYSTEMS BALLOT INSTRUCTIONS	29093	97647	10/17/2016	186.83
101-191-727.000	SUPPLIES	INCLUSION SOLUTIONS, LLC TOTEM POCKET DISPLAY	29075	10819	10/17/2016	140.00
				Total ELECTIONS		999.03
Dept: TOWNSHIP CLERK						
101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC COPIES- FOIA-11879 GRAND RIVER	29064	245658	10/17/2016	5.14
101-215-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29095	9552484	10/17/2016	49.98
101-215-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29095	9414701	10/17/2016	149.94
101-215-727.000	SUPPLIES	QUILL CORPORATION CREDIT - SUPPLIES	29095	CM579036	10/17/2016	-49.98
101-215-727.000	SUPPLIES	QUILL CORPORATION 3-HOLE PUNCH	29095	9474327	10/17/2016	38.99
101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC COPIES- PENINSULA BLDG F & C	29064	245581	10/17/2016	162.36
101-215-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC COPIES 11879 GR RIVER FOIA	29064	245741	10/17/2016	5.14
				Total TOWNSHIP CLERK		361.57
Dept: TOWNSHIP HALL/GROUNDS						
101-265-727.000	SUPPLIES	MASTER MEDIA SUPPLY PAPER	29081	75129	10/17/2016	209.94
101-265-727.000	SUPPLIES	PITNEY BOWES POSTAGE METER SUPPLIES- INK	29092	1002025102	10/17/2016	196.32
101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29095	9414701	10/17/2016	31.99
101-265-727.000	SUPPLIES	QUILL CORPORATION SUPPLIES	29095	9594172	10/17/2016	49.98

INVOICE APPROVAL LIST BY FUND
BOT 10-17-16

Date: 10/12/2016
Time: 3:20pm
Page: 2

CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: TOWNSHIP HALL/GROUNDS						
101-265-727.000	SUPPLIES	QUILL CORPORATION	29095		10/17/2016	49.98
		SUPPLIES		9483579		
101-265-727.000	SUPPLIES	I.T. RIGHT INC.	29074		10/17/2016	100.00
		HD REPLACEMENT ON SERVER		20149459		
101-265-727.000	SUPPLIES	QUILL CORPORATION	29095		10/17/2016	-49.98
		CREDIT- RETURNED DYMO LABELS		CM-9483579		
101-265-730.000	POSTAGE	USPS POSTAGE BY PHONE	29099		10/17/2016	2,000.00
		POSTAGE		45128		
101-265-804.000	CONTRACTED	VALLEY CITY LINEN, INC	29100		10/17/2016	100.25
		FLOOR MATS		28347329		
101-265-930.000	BLDG M&R	ANGEL CLEANING COMPANY LLC	29055		10/17/2016	624.00
		CLEANING SERVICE		6		
101-265-931.000	EQUIPT M&R	STATE OF MICHIGAN	29098		10/17/2016	125.00
		ELEVATOR SAFETY PERMIT		1237671		
101-265-932.000	GRNDS M&R	B & N LAWN INC	29058		10/17/2016	185.72
		5TH OF 7 LAWN PAYMENTS		852977		
101-265-932.000	GRNDS M&R	RIZZO	29097		10/17/2016	80.00
		RUBBISH REMOVAL TWSP HALL		809082		
101-265-974.000	CAP IMP	PEA CORPORATE OFFICE	29091		10/17/2016	5,135.00
		CONSTRUCTION DOCUMENTS		71982		

				Total TOWNSHIP HALL/GROUNDS		8,838.20
Dept: CEMETERY						
101-276-932.000	GRNDS M&R	B & N LAWN INC	29058		10/17/2016	370.71
		5TH OF 7 LAWN PAYMENTS		852977		

				Total CEMETERY		370.71
Dept: OTHER CHARGES & SERVICES						
101-299-804.000	CONTRACTED	COMCAST	29066		10/17/2016	155.46
		INTERNET/CABLE		45165		
101-299-804.000	CONTRACTED	I.T. RIGHT INC.	29074		10/17/2016	99.50
		SSL CERT PMT # 2		20149401		
101-299-826.100	COMPUT SPT	APEX SOFTWARE	29056		10/17/2016	1,175.00
		MAINTENANCE RENEWAL		294409		
101-299-827.000	LEGAL	FOSTER, SWIFT, COLLINS & SMITH	29070		10/17/2016	504.00
		LEGAL SERVICES		700034		
101-299-827.000	LEGAL	REGISTER OF DEEDS	29096		10/17/2016	30.00
		RECORD ADDRESS CHANGE		45145		
101-299-827.000	LEGAL	HARRIS & LITERSKI	29073		10/17/2016	300.00
		LEGAL SERVICES		162998		
101-299-827.000	LEGAL	HARRIS & LITERSKI	29073		10/17/2016	2,546.55
		LEGAL SERVICES		162997		

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CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: OTHER CHARGES & SERVICES						
101-299-827.010	LITIGATION	HARRIS & LITERSKI LEGAL SERVICES	29073	162997	10/17/2016	186.00
101-299-853.000	TELEPHONE	VERIZON WIRELESS TELEPHONE	29101	9772717910	10/17/2016	117.14
101-299-931.000	EQUIPT M&R	MICHIGAN OFFICE SOLUTIONS INC COPIER METER/MAINTENANCE	29085	IN726843	10/17/2016	321.17
101-299-931.000	EQUIPT M&R	KONICA MINOLTA ALBIN COPIER METER/MAINTENANCE	29078	241846429	10/17/2016	33.79
Total OTHER CHARGES & SERVICES						5,468.61
Dept: FIRE DEPARTMENT						
101-336-818.000	CONSULTING	ORCHARD, HILTZ & MCCLIMENT INC ENGINEERING SERVICES	29088	180749	10/17/2016	500.00
101-336-923.000	WATER/SEW	BRIGHTON TOWNSHIP QUARTERLY SEWER BILL	29062	45125	10/17/2016	104.00
Total FIRE DEPARTMENT						604.00
Dept: PLANNING						
101-400-803.000	SP PROJECT	GRAPHIC SCIENCES, INC 14 BOXES DOC & DRAWINGS	29072	0142096-IN	10/17/2016	2,116.61
101-400-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC DEERFIELD PRESERVE- SP REVIEW	29088	177655	10/17/2016	4,400.00
101-400-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC 1840 S OLD US 23- BLOCKADE	29088	180752	10/17/2016	1,200.00
101-400-860.000	EDUCATION	MICHIGAN ASSN OF PLANNING CONFERENCE REGISTRATION	29083	25664	10/17/2016	285.00
Total PLANNING						8,001.61
Dept: ROADS						
101-446-822.000	DUST CONTR	MICHIGAN CHLORIDE SALES LLC DUST CONTROL	29084	0118540-IN	10/17/2016	3,053.63
Total ROADS						3,053.63
Dept: ENVIRONMENTAL						
101-525-818.200	COLLETT	AMEC FOSTER WHEELER COLLETT DUMP MONITORING	29054	H06101606	10/17/2016	990.00
101-525-967.000	PRJCT COST	BRIGHTON ANALYTICAL INC COLLETT DUMP WATER TESTING	29060	0816-94404	10/17/2016	742.50
Total ENVIRONMENTAL						1,732.50
Dept: SEWER AND WATER						

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: SEWER AND WATER							
101-536-819.000		ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC ENGINEERING SERVICES	29088	180749	10/17/2016	439.25

Total SEWER AND WATER							439.25
Dept: TRANSFERS							
101-999-999.208		TRAN OUT	PARKS FUND BUDGETED TRANSFER	29089	45108	10/17/2016	50,000.00
101-999-999.209		TRANS OUT	CEMETERY FUND BUDGETED TRANSFER	29065	45109	10/17/2016	10,000.00
101-999-999.702		TRANSFER O	PATHWAYS FUND BUDGETED TRANSFER	29090	45110	10/17/2016	410,000.00
101-999-999.792		TRANS OUT	FUTURE ROAD IMPROVEMENT FUND BUDGETED TRANSFER	29071	45111	10/17/2016	250,000.00

Total TRANSFERS							720,000.00

Fund Total							749,941.11
Fund: SEWER O & M FUND							
Dept:							
590-000-084.041		DUE F OTHE	JETT PUMP & VALVE, LLC REPLACEMENT AMERICAN	29077	15244	10/17/2016	2,575.36
590-000-203.000		NEW CONNEC	INFRASTRUCTURE ALTERNATIVES, EXTRA SERVICES AUGUST 2016	29076	17878	10/17/2016	440.00
590-000-203.000		NEW CONNEC	BELLAGGIO HOMES INC REFUND OVERPMT CONNECTION	29059	45160	10/17/2016	200.00
590-000-203.000		NEW CONNEC	INFRASTRUCTURE ALTERNATIVES, SEPTEMBER EXTRA SERVICES	29076	18042	10/17/2016	1,892.00
590-000-214.000		DT G/F	BRIGHTON TOWNSHIP INTERFUND TRANSFER-POSTAGE	29063	45133	10/17/2016	279.48

Total							5,386.84
Dept: ADMINISTRATION							
590-537-826.100		COMPUT SPT	COMCAST INTERNET	29066	45166	10/17/2016	89.99
590-537-827.000		LEGAL	REGISTER OF DEEDS RECORD REU OVER TIME	29096	45151	10/17/2016	30.00
590-537-827.000		LEGAL	REGISTER OF DEEDS RECORD SEWER EASEMENT	29096	45153	10/17/2016	30.00

Total ADMINISTRATION							149.99
Dept: OPERATION AND MAINTENANCE							

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CHARTER TOWNSHIP OF BRIGHTON

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: SEWER O & M FUND						
Dept: OPERATION AND MAINTENANCE						
590-540-804.300	CONT-FIXED	INFRASTRUCTURE ALTERNATIVES, WWTP O & M OCTOBER 2016	29076	17992	10/17/2016	16,371.17
590-540-804.400	NON ROUTIN	INFRASTRUCTURE ALTERNATIVES, EXTRA SERVICES AUGUST 2016	29076	17878	10/17/2016	6,992.00
590-540-804.400	NON ROUTIN	INFRASTRUCTURE ALTERNATIVES, CREDIT MEMO- EXTRA SERVICES	29076	18043	10/17/2016	-1,364.00
590-540-804.400	NON ROUTIN	INFRASTRUCTURE ALTERNATIVES, SEPTEMBER EXTRA SERVICES	29076	18042	10/17/2016	3,872.00
590-540-920.000	UTILITIES	DTE UTILITIES	29067	45123	10/17/2016	430.52
590-540-920.000	UTILITIES	DTE ENERGY UTILITIES	29068	2454881	10/17/2016	5,426.84
590-540-931.000	EQUIPT M&R	METRO AIR COMPRESSORS SERVICE CALL AIR DRYER	29082	167709	10/17/2016	392.39
590-540-932.000	GRNDS M&R	B & N LAWN INC 5TH OF 7 LAWN PAYMENTS	29058	852977	10/17/2016	252.85
590-540-932.000	GRNDS M&R	RIZZO RUBBISH REMOVAL WWTP	29097	812739	10/17/2016	70.00
590-540-936.000	SYST MAINT	LESTER BROTHERS EXCAVATING REPLACE AIR RELEASE VALVE	29079	76008	10/17/2016	1,765.00
Total OPERATION AND MAINTENANCE						34,208.77
Fund Total						39,745.60
Fund: TRUST AND AGENCY FUND						
Dept:						
701-000-221.400	DOG LICENS	BRIGHTON TOWNSHIP DOG LICENSE FEES- SEPTEMBER	29061	45120	10/17/2016	36.00
701-000-221.400	DOG LICENS	LIVINGSTON COUNTY TREASURER DOG LICENSE FEES- SEPTEMBER	29080	45121	10/17/2016	429.00
Total						465.00
Fund Total						465.00
Fund: PATHWAYS FUND						
Dept:						
702-000-967.000	PRJCT COST	ORCHARD, HILTZ & MCCLIMENT INC E GR RIVER SIDEWALK PHASE II	29088	180744	10/17/2016	7,562.00
702-000-967.000	PRJCT COST	FONSON COMPANY, INC E GRAND RIVER SIDEWALK WORK	29069	45181	10/17/2016	38,018.66

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: PATHWAYS FUND							
Dept:							
						Total	45,580.66
						Fund Total	45,580.66
Fund: CONSTRUCTION ESCROW							
Dept:							
793-000-224.909	DUE TO SCE	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	335.00	
		SCENIC POINTE- INSP		180746			
793-000-224.958	CORNERSTON	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	196.00	
		CORNERSTONE CHURCH INSP		180743			
793-000-224.958	CORNERSTON	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	618.50	
		CORNERSTONE CHURCH SOCCER		180748			
793-000-224.972	DUE TO BRI	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	524.50	
		BRIGHTON CHRYSLER ADDITION		180747			
793-000-224.973	GM BLDG 25	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	423.50	
		GM SAFETY LAB INSP		180750			
793-000-224.975	DUE TO HUR	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	555.75	
		HCMA PARKING LOT EXPANSION		180753			
793-000-224.976	BLOCKADE	ORCHARD, HILTZ & MCCLIMENT INC	29088		10/17/2016	816.25	
		1840S OLD US 23- BLOCKADE INSP		180751			
						Total	3,469.50
						Fund Total	3,469.50
Fund: MUNICIPAL REFUSE							
Dept: RAVENSWOOD							
871-056-967.000	PRJCT COST	ADVANCED DISPOSAL	29053		10/17/2016	6,732.00	
		SAD- RAVENSWOOD RUBBISH		265962			
						Total RAVENSWOOD	6,732.00
Dept: WOODLAND/AIRWAY ASSESSMENT							
871-529-967.100	ADDL PROJ	RIZZO	29097		10/17/2016	4,196.40	
		SAD- RUBBISH WOOD/AIR HILLS		810358			
						Total WOODLAND/AIRWAY ASSESSMENT	4,196.40
						Fund Total	10,928.40

Fund: SAD AQUATICS
Dept: WOODLAND LAKE AQUATIC

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CHARTER TOWNSHIP OF BRIGHTON

Fund	GL Number	Vendor Name	Check	Invoice	Due	Amount
Department	Abbrev	Invoice Description	Number	Number	Date	
Account						
Fund: SAD AQUATICS						
Dept: WOODLAND LAKE AQUATIC						
880-550-967.000	PRJCT COST	AQUA-WEED CONTROL, INC. TREATMENT #5 - WOODLAND LAKE	29057	10638	10/17/2016	1,170.00
				Total WOODLAND LAKE AQUATIC		1,170.00
					Fund Total	1,170.00
					Grand Total	851,300.27

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Quarterly Sewer Report

EXPLANATION OF TOPIC:

Attached is a copy of the Quarterly Sewer Report dated June 30, 2016. Ken Palka from PHP will be present to make a presentation and answer any questions.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Quarterly Sewer Report

RECOMMENDATION: Receive and File Report

SUGGESTED MOTION: None

ROLL CALL VOTE REQUIRED? No.

CHARTER TOWNSHIP OF BRIGHTON
 SEWER O & M FUND
 ACTUAL COMPARED TO BUDGET
 FOR THE 3 MONTHS ENDED 6/30/16

DESCRIPTION	ACTUAL 3 MONTHS ENDING 6/30/2016	ONE YEAR BUDGET END 3/31/2017	BUDGET REMAINING	ACTUAL 3 MONTHS ENDING 6/30/2016	ALLOCATED 3 MONTHS BUDGET 6/30/2016	BUDGET REMAINING
REVENUES						
BILLINGS - USER CHARGE	194,275	765,304	(571,029)	194,275	191,326	2,949
OTHER REVENUE - REIMB, MISC	9,144	5,000	4,144	9,144	1,250	7,894
INTEREST INCOME	129	200	(71)	129	50	79
TOTAL REVENUES	203,548	770,504	(566,956)	203,548	192,626	10,922
EXPENSES						
OPERATING/MAINT. EXPENSES						
SUPPLIES & CHEMICALS	3,808	35,000	31,192	3,808	8,750	4,942
CONTRACTED SERVICES - FIXED	49,114	196,454	147,340	49,114	49,114	(1)
CONTRACTED SERVICES - OUT OF SCOPE	9,962	35,000	25,038	9,962	8,750	(1,212)
CONTRACTED SERVICES - SLUDGE HAULING	0	30,100	30,100	0	7,525	7,525
UTILITIES - ELECTRIC/GAS	23,081	105,000	81,919	23,081	26,250	3,169
TELEPHONE	247	1,200	953	247	300	53
R & M - GROUNDS & BLDG.	5,557	23,550	17,993	5,557	5,888	331
R & M - EQUIP/SYSTEM	107,795	175,000	67,205	107,795	43,750	(64,045)
LIABILITY INSURANCE	12,881	26,000	13,119	12,881	6,500	(6,381)
PERMITS	500	3,500	3,000	500	875	375
CAPITAL OUTLAY/IMPROVEMENTS/GRINDER PUMPS	21,835	90,000	68,165	21,835	22,500	665
TRANSFERS TO EQUIPMENT REPLACEMENT FUND	0	104,000	104,000	0	26,000	26,000
TOTAL OPERATING/MAINT. EXPENSES	234,780	824,804	590,024	234,780	206,201	(28,579)
ADMINISTRATIVE EXPENSES						
COMPUTER SUPPORT SERVICES	228	2,800	2,572	228	700	472
ADMIN FEES	1,200	4,800	3,600	1,200	1,200	0
AUDIT SERVICES	0	4,800	4,800	0	1,200	1,200
PROFESSIONAL/LEGAL/CONSULTING FEES	6,424	14,000	7,576	6,424	3,500	(2,924)
INTEREST EXPENSE - G/F LOAN	1,074	4,297	3,223	1,074	1,074	0
OFFICE & OTHER (INCLUDES CHARGEBACKS \$780)	1,596	3,000	1,404	1,596	750	(846)
CONTINGENCY	0	3,000	3,000	0	750	750
TOTAL ADMINISTRATIVE EXPENSES	10,522	36,697	26,175	10,522	9,174	(1,348)
TOTAL EXPENSES	245,302	861,501	616,199	245,302	215,375	(29,927)
NET REVENUES OVER (UNDER) EXPENSES	(41,754)	(90,997)	49,243	(41,754)	(22,749)	(19,005)
BEG. NET EQUITY @ 4/1/16	473,325	473,325	0			
ENDING NET EQUITY	431,571	382,328	49,243			

**CHARTER TOWNSHIP OF BRIGHTON
SEWER O & M FUND
COMPARISON OF REVENUES & EXPENSES
FOR THE 3 MONTHS ENDING 6/30/15 AND 6/30/16**

DESCRIPTION	ACTUAL 3 MONTHS ENDING 6/30/2016	ACTUAL 3 MONTHS ENDING 6/30/2015	INCREASE (DECREASE)
REVENUES			
BILLINGS - USER CHARGE	194,275	183,694	10,581
OTHER REVENUE - REIMB, MISC	9,144	1,144	8,000
INTEREST INCOME	129	153	(24)
TOTAL REVENUES	203,548	184,991	18,557
EXPENSES			
OPERATING/MAINT. EXPENSES			
SUPPLIES & CHEMICALS	3,808	9,506	(5,698)
CONTRACTED SERVICES - FIXED	49,114	48,427	687
CONTRACTED SERVICES - OUT OF SCOPE	9,962	8,841	1,121
CONTRACTED SERVICES - SLUDGE HAULING	0	0	0
UTILITIES - ELECTRIC/GAS	23,081	18,437	4,644
TELEPHONE	247	261	(14)
R & M - GROUNDS & BLDG.	5,557	1,002	4,555
R & M - EQUIP/SYSTEM	107,795	25,043	82,752
LIABILITY INSURANCE	12,881	6,653	6,228
PERMITS	500	0	500
CAPITAL OUTLAY/IMPROVEMENTS	21,835	4,612	17,223
TRANSFERS TO EQUIPMENT REPLACEMENT FUND	0	0	0
TOTAL OPERATING/MAINT. EXPENSES	234,780	122,782	111,998
ADMINISTRATIVE EXPENSES			
COMPUTER SUPPORT SERVICES	228	1,545	(1,317)
ADMIN FEES	1,200	0	1,200
AUDIT SERVICES	0	4,800	(4,800)
PROFESSIONAL/LEGAL/CONSULTING FEES	6,424	3,774	2,650
INTEREST EXPENSE - G/F LOAN	1,074	1,074	0
OFFICE & OTHER	1,596	531	1,065
CONTINGENCY	0	0	0
TOTAL ADMINISTRATIVE EXPENSES	10,522	11,724	(1,202)
TOTAL EXPENSES	245,302	134,506	110,796
NET REVENUES OVER (UNDER) EXPENSES	(41,754)	50,485	(92,239)

**CHARTER TOWNSHIP OF BRIGHTON
SEWER O & M FUND
O & M BALANCE SHEET
6/30/16**

	<u>AMOUNT</u>
CURRENT ASSETS	
CASH	537,420
PREPAID EXPENSES	6,342
DUE FROM COUNTY - DELINQUENTS	0
INVENTORY	25,101
ACCOUNTS RECEIVABLE - PROP DEFERRALS	22,388
ACCOUNTS RECEIVABLE - USER CHARGE	212,977
DUE FROM OTHERS	0
DUE FROM SEWER DEBT SEWER FUND	0
	<u>0</u>
TOTAL CURRENT ASSETS	<u><u>804,228</u></u>
CURRENT LIABILITIES	
NEW CONNECTIONS CLEARING ACCOUNT	70,728
DUE TO G/F - MISC.	446
DUE TO G/F - LOAN AS APPROVED BY BOARD	214,832
DUE TO G/F - ACCRUED INTEREST ON LOAN	1,074
DUE TO G/F - CHARGEBACKS	780
DUE TO SEWER DEBT SERVICE FUND	35,673
ACCOUNTS PAYABLE	49,124
	<u>49,124</u>
TOTAL CURRENT LIABILITIES	<u><u>372,657</u></u>
NET CURRENT OPERATING EQUITY	<u><u>431,571</u></u>
EQUITY BALANCE 4/1/16	473,325
NET LOSS FOR THE QUARTER ENDING 6/30/16	<u>(41,754)</u>
NET EQUITY AS OF 6/30/16	<u><u>431,571</u></u>
SEWER RESERVE CASH BALANCE @ 6/30/16	654,869
LESS LOAN FROM GF	<u>(140,000)</u>
NET RESERVE FUND BALANCE @ 6/30/16	<u><u>514,869</u></u>

**CHARTER TOWNSHIP OF BRIGHTON
SEWER DEBT SERVICE FUND (ORIGINAL DISTRICT #592)
SUMMARY OF BALANCE SHEET ACCOUNTS
AS OF 6/30/16**

	<u>AMOUNT</u>
ASSETS	
CASH	3,336,381
DEBT SERVICE CHARGE RECEIVABLE	202,283
ASSESSMENTS RECEIVABLE	2,961,057
DUE FROM COUNTY - DELINQUENTS	0
DUE FROM SEWER O & M FUND	<u>35,673</u>
 TOTAL ASSETS AVAILABLE TO PAY DEBT	 <u>6,535,394 (A)</u>
FIXED ASSETS	
LAND	1,395,224
SEWER SYSTEM	30,269,117
ACCUM. DEPRECIATION	<u>(11,336,520)</u>
 TOTAL FIXED ASSETS - NET	 <u>20,327,821</u>
 TOTAL ASSETS	 <u><u>26,863,215</u></u>
 LIABILITIES - LOANS/BONDS/AP	
ACCOUNTS PAYABLE	2,102
BONDS PAYABLE (2015 REFI)	7,900,000
LOAN FROM GENERAL FUND #1 - 2004	431,000
LOAN FROM GENERAL FUND #2 - 9-15-2012	1,200,000
LOAN FROM GENERAL FUND #3 - 9-7-2013	200,000
LOAN FROM GENERAL FUND #4 - 12-16-2013	200,000
DUE TO SEWER O & M	0
DUE TO G/F - CHARGEBACKS	39,212
DUE TO G/F INTEREST ON LOAN	<u>0</u>
 TOTAL LIABILITIES - LOANS/BONDS/AP	 9,972,314 (A)
LIABILITIES - OTHER	
BOND PREMIUM - AMORTIZED OVER LIFE OF BONDS	<u>420,563</u>
 TOTAL LIABILITIES	 10,392,877
EQUITY	
FUND BALANCE	<u>16,470,338</u>
 TOTAL LIABILITIES & EQUITY	 <u><u>26,863,215</u></u>

(A) APPROXIMATELY \$3.4M UNFUNDED AS OF 6/30/16

**CHARTER TOWNSHIP OF BRIGHTON
SEWER DEBT SERVICE FUND (ORIGINAL DISTRICT #592)
SCHEDULE OF REVENUES/EXPENSES - CASH BASIS
FOR THE QUARTER ENDING 6/30/16**

DESCRIPTION	ACTUAL 4/1/2016 THRU 6/30/2016
REVENUES	
ASSESSMENT COLLECTIONS - PRINCIPLE	45,244
ASSESSMENT COLLECTIONS - INTEREST	1,333
DELINQUENTS PAID TO TWP BY LIV. COUNTY	144,318
SEWER TAP FEES	61,560
DEBT SERVICE CHARGE (\$80.50/REU PER QTR)	169,412
NET LOANS WITH OTHER FUNDS	0
INTEREST - BANKS	2,705
OTHER - REVENUE	0
TOTAL REVENUES	424,572
EXPENSES	
BOND PAYMENT - INTEREST	0
BOND PAYMENT - PRIN.	0
NET LOANS WITH OTHER FUNDS	31,330
INTEREST PAID TO GF	0
AGENT FEES	0
OTHER - BOND ISSUANCE COSTS	0
TOTAL EXPENSES	31,330
NET REVENUES/EXPENSES - INCREASE IN CASH	393,242
BEGINNING CASH BALANCE 4/1/16	2,943,139
ENDING CASH BALANCE 6/30/16	3,336,381

**SEWER DEBT SERVICE FUND
ESTIMATED ONE YEAR CASH FLOW PROJECTION**

DESCRIPTION	7/1/16 thru 6/30/17
CASH BALANCE - 7/1/2016	3,336,381
ESTIMATED ASSESSMENT COLLECTIONS - ORIGINAL SEWER DISTRICT	875,000
ESTIMATED ASSESSMENT COLLECTIONS - SPENCER RD. DISTRICT	17,500
DEBT SERVICE CHARGE FROM QTRLY BILLINGS	730,000
ESTIMATE OF SEWER TAP FEES (5 REU'S)	51,300
BOND PAYMENT - INTEREST 3/15/17	(94,000)
BOND PAYMENT - PRIN. 3/15/17	0
BOND PAYMENT - AGENT FEES 3/15/17	(150)
BOND PAYMENT - INTEREST 9/15/16	(126,400)
BOND PAYMENT - PRIN. 9/15/16	(1,620,000)
BOND PAYMENT - AGENT FEES 9/15/16	(150)
VARIOUS (CHARGEBACKS, CAPITAL, LEGAL, OTHER)	(50,000)
INTEREST PMT TO G/F	(24,620)
ESTIMATED INTEREST FROM BANKS	8,000
ESTIMATED CASH BALANCE - 6/30/17	3,102,861
ESTIMATED NET DECREASE IN CASH BALANCE FROM 7/1/2016 THRU 6/30/17	(233,520)

CHARTER TOWNSHIP OF BRIGHTON
 INFORMATION RELATING TO OPERATING/DEBT
 SEWER RATES & REU'S

THE TOWNSHIP BOARD INCREASED THE QTRLY SEWER RATE EFFECTIVE 11/01/03, 6/1/05, 4/1/07, 4/1/08, 7/1/09, 4/1/10, 4/1/11, 5/1/12, 7/1/14

	ORIGINAL	11/1/2003	6/1/2005	4/1/2007	4/1/2008	7/1/2009	4/1/2010
USER CHARGE	60.00/REU	74.12/REU	79.00/REU	79.00/REU	81.00/REU	82.00/REU	88.00/REU
DEBT SERVICE CHARGE	12.00/REU	36.00/REU	36.00/REU	39.50/REU	40.50/REU	50.50/REU	60.50/REU
TOTAL RATE	72.00/REU	110.12/REU	115.00/REU	118.50/REU	121.50/REU	132.50/REU	148.50/REU
		4/1/2011	5/1/2012	4/1/2013	7/1/2014	4/1/2015	4/1/2016
USER CHARGE		90.00/REU	90.00/REU	90.00/REU	95.50/REU	95.50/REU	95.50/REU
DEBT SERVICE CHARGE		70.50/REU	80.50/REU	80.50/REU	80.50/REU	80.50/REU	80.50/REU
TOTAL RATE		160.50/REU	170.50/REU	170.50/REU	176.00/REU	176.00/REU	176.00/REU
				No Increase		No Increase	No Increase

THE TOWNSHIP BILLS THE SEWER USERS QUARTERLY DIVIDED BY 4 SECTIONS. THE FOLLOWING SUMMARIZES # OF REU'S IN EACH SECTION BY GEOGRAPHIC LOCATION BY TYPE OF REU;

	# OF REU'S PAYING DS CHARGE OF \$80.50/QTR		
	6/30/2016	3/31/2003	INCREASE
SECTION 1 - N OF HILTON, W OF OLD US 23	743	528	215
SECTION 2 - S OF HILTON, W OF OLD 23, S OF I-96	1,067	667	400
SECTION 3 - N OF I-96, E OF OLD US 23	241	176	65
SECTION 4 - VACANT PARCELS*	167	0	167
TOTAL REU'S	2,218	1,371	847

* Started being billed 9/1/09

	# OF REU'S PAYING USER CHARGE OF \$95.50/QTR		
	6/30/2016	3/31/2003	INCREASE
SECTION 1 - N OF HILTON, W OF OLD US 23	706	519	187
SECTION 2 - S OF HILTON, W OF OLD 23, S OF I-96	1,056	657	399
SECTION 3 - N OF I-96, E OF OLD US 23	233	171	62
SECTION 4 - VACANT PARCELS	0	0	0
TOTAL REU'S	1,995	1,347	648

	TOTAL # OF REU'S ASSESSED/PAID CASH TO HOOK UP		
	6/30/2016	6/1/2000	INCREASE
SECTIONS 1, 2, 3, 4 - TOTAL	2,234	1,756	478

NOTES - AVERAGING APPROX 2.5 NEW REU'S PER MONTH SINCE ORIGINAL DISTRICT WAS ASSESSED (478 REU'S/193 MONTHS).

- ORIGINAL ASSESSMENT DISTRICT WAS 1,756 REU'S.

- CONNECTION FEES - TRANSPORT AND TREAT FEE WAS \$9,400 PER REU AND INCREASED TO \$9,870 ON 4/1/07; THE ACCESS CHARGE WAS \$8,983 PER PHYSICAL CONNECTION; EFFECT. 6/16/08 COMBINED T & T / ACCESS FEES INTO ONE FEE OF \$10,260.

- FLOW THROUGH THE PLANT BETWEEN 4/1/16 AND 6/30/16 WAS 36,770,200 GALLONS; AVERAGE REU'S PAYING USER CHARGE FOR THIS PERIOD WAS 1,995. THUS, AVERAGE FLOW PER REU = 36,770,200/1,995 REU'S = 18,431 GAL FOR 3 MONTHS; 18,431 GAL/91 DAYS = 203 GAL PER REU PER DAY.

- PLANT PERMITTED CAPACITY IS 650,000 GALLONS PER DAY. THIS CONVERTS TO 3,202 PERMITTED REU'S BASED ON 1,995 REU'S PAYING A USER CHARGE (O & M) AND 3 MONTH (4/1/16 THRU 6/30/16) DAILY AVERAGE FLOW-THRU PER REU OF 203 GAL/PER/DAY.

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: SELCRA Director

EXPLANATION OF TOPIC: Phillip Biscorner became the SELCRA Director on August 15, 2016. While he had the opportunity to introduce himself to the Township Board at the September 19, 2016 Board Meeting the Board was informed that he planned to come back in October to have some dialogue with the Board and give more of a report of where he sees SELCRA heading now that he has been on board for about 60 days.

SUGGESTED MOTION: N/A

ROLL CALL VOTE REQUIRED? No

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Budget Amendment # 6
Shoner & Potocki, et al. v. Brighton Township

EXPLANATION OF TOPIC:

Per the Plaintiffs' Class Action Complaint filed in June of 2016, "Plaintiffs Dennis Shoner and Barbara Potocki...individually and on behalf of a class of similarly situated class members, state the following for their Class Action Complaint against the Charter Township of Brighton....This is an action challenging certain overcharges currently assessed against a specific subset of the Township's residents and used to fund obligations relating to the construction, operation & maintenance of the Township's Sanitary Sewer System,...The Township maintains Sewer Enterprise Fund and prepares financial statements for this Fund." This case was dismissed without prejudice in September of 2016.

Legal defense costs were incurred as a result of this litigation. Based upon discussions by the Township Board at the October 3, 2016 work session and feedback from the municipal auditor, the attached resolution is being presented to the Township Board for adoption to ensure that costs associated to the defense of this litigation is charged to the Sewer Enterprise Fund.

**NOTE: The figures on the attached resolution only include costs incurred through the case which was dismissed. On October 11, 2016, a local media source reported that the Plaintiffs had filed a similar complaint in Circuit Court. The Township has not been served with any notices to date and any associated defense costs are not included in this budget amendment.*

SUPPORTING DOCUMENTS:

- Proposed Resolution
- Spreadsheet for account number 101.299.827.010

SUGGESTED MOTION: Motion by _____ Supported by _____ to adopt resolution 16-____ approving the utilization of dollars from the O& M fund cash reserve to offset the accumulated legal defense costs as a result of Shoner & Potocki, et al. v. Brighton Township – and that all associated costs to date, and moving forward, be charged to the Sewer Fund Legal expense line item (590-537-827.010) as Budget Amendment # 6, for Fiscal Year 2016-17.

ROLL CALL VOTE REQUIRED? Yes

RESOLUTION NO. 16-
BUDGET AMENDMENT #6
Fiscal Year 2016-2017

Motion by _____ and seconded by _____ to adopt Resolution No. 16-TBD, approving Budget Amendment # 6, Fiscal Year 2016-17, to utilize \$40,000 dollars from O & M Fund cash reserve to offset the accumulated legal defense costs as a result of Shoner & Potocki, et al. v. Brighton Township – and that all associated cost be charged to the Sewer Fund Legal expense line item (590-537-827.001).

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
590 O&M Fund – Cash Reserve	Sewer O&M Fund, Administration, Legal 590-537-827.010	\$40,000.00
Reclassify 101-299-827-010	590-537-827.010	\$34,537.63

NOW, THEREFORE, BE IT RESOLVED THAT

The Board of Trustees of the Charter Township of Brighton does hereby adopt Resolution No.16- TBD, FY 2016-2017 Budget Amendment #6.

AYES:
 NAYS:
 ABSENT:

RESOLUTION WAS DECLARED ADOPTED.

 Thomas E. Murphy, Supervisor

 Ann M. Bollin, CMC, CMMC, Clerk

Certification

I, Ann M. Bollin, Clerk of the Charter Township of Brighton, County of Livingston, Michigan, do hereby certify that the foregoing is a true and complete copy of the Resolution adopted by the Charter Township of Brighton Board of Trustees on the 17th day of October, 2016.

In witness hereof, I have hereunto affixed my official seal this ____ day of ____ 2016.

 Ann M. Bollin, CMC, CMMC, Clerk

SHONER & POTOCKI VS BRIGHTON TOWNSHIP

LEGAL INVOICES BILLED TO 101-299-827.010

Vendor	Invoice Date	Amount
Dykema Gossett	7/26/2016	\$ 159.00
Harris & Leterski	8/12/2016	\$ 496.00
Dykema Gossett	8/24/2016	\$ 21,746.16
Dykema Gossett	9/23/2016	\$ 11,872.97
Harris & Leterski	9/6/2016	\$ 77.50
Harris & Leterski	10/6/2016	\$ 186.00
		\$ 34,537.63

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Administrative Policy #709 Special Assessment District Parameters.

EXPLANATION OF TOPIC:

At the August 15, 2016 Township Board meeting, during the confirmation of the assessment roll for one of the road maintenance projects, the implementation of policy #709 by administration was discussed. Most notably was the question of how (or when) delinquent SAD payments are reapportioned back to the SAD. The goal of the reapportionment is to ensure that the beneficiaries of the SAD improvement (e.g. road, sewer, aquatic, trash, etc.) pay for the cost of the improvement and not the township at-large.

At the October 3, 2016 Township Board work session the Township Board reviewed the draft policy that was presented at that time and discussed the suggested changes as well as other SAD related topics. The result of those discussions is the attached proposed policy.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Policy #709 Proposed adoption date 10/17/2016 (redline version)

SUGGESTED MOTION:

Motion by _____, supported by _____ to adopt policy #709 Special Assessment District Parameters.

ROLL CALL VOTE REQUIRED? Yes

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.:

709 (page 1 of 1)

Effective Date:

April 21, 2014

Proposed - October 17, 2016

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Policy Regarding:

SPECIAL ASSESSMENT DISTRICT PARAMETERS

The following policy has been created to categorize which Special Assessment District (SAD) projects will be considered by the Township Board. As of the adoption date of this policy, the Township will entertain the following projects: rubbish, aquatic, private road maintenance, private road construction, street lighting and public road resurfacing. However, the Township will not participate in any road project where Township cost sharing is requested. The proposed project must meet the following to be pursued.

1. Projects requiring advanced funding must obtain preliminary Board approval prior to the circulation of petitions.
2. Preliminary approval by the Board does not guarantee funding nor approval of the SAD.
3. Delinquent assessments will be reapportioned within the SAD based upon annual review by staff and per the applicable laws and said language will be included in the petition.
 - 3. ~~Annual Review by Administration as follows: The Township will continue to send uncollected SAD payments to the Livingston County Treasurer for delinquency collection on an annual basis. If delinquency continues to the point of foreclosure of the property and the proceeds from the sale of the property do not equal (or exceed) the amount of SAD dollars the County advanced to the Township, a chargeback from the County would be anticipated. At the time the invoiced chargeback from the County to the Township is received, the Township staff would take steps to reapportion the SAD chargeback amount to the benefitting SAD on the subsequent tax bill.~~
4. Petitioners must obtain 66% favorable support of the proposed SAD by way of petition signatures within the proposed district in order to be considered by the Board.
5. No project requiring advanced funding will be considered ~~in Fiscal Year 2014-15~~ unless it is due to an emergency.

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Annual Parcel Assessment

- Minimum per parcel SAD annual collection amount \$250
- Maximum per parcel SAD annual collection amount \$2,000

Annual SAD Collection

- Minimum total SAD project annual collection amount \$2,500
- Maximum total SAD project annual collection amount \$2,000 x number of parcels

Duration of SAD

- Minimum SAD duration 5 years
- Maximum SAD duration (Private Road Maintenance) 5 years
- Maximum SAD duration (Road Paving) 10 years
- Maximum SAD duration (Lighting and Sidewalk) 10 years

- Maximum SAD duration (Lake Improvements) 15 years
- Maximum SAD duration (All others) 15 years

Note: Depending on the enabling legislation that is used to establish the SAD, there may be more restrictive parameters related to: (1) percentage limits on assessed amounts in relation to individual assessed property valuation, (2) maximum duration. The specific enabling legislation should be consulted.

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Engineering Services Agreement

EXPLANATION OF TOPIC: The Brighton Township professional Services Agreement between Brighton Township and Orchard, Hiltz & McCliment (OHM) expires on October 17, 2016. OHM has served as the general services engineer for Brighton Township since 2005. In anticipation of the Board's consideration of this topic, I have placed a Request For Qualifications (RFQ) on MITN (Michigan Inter-Governmental Trade Network) with a submission deadline of October 17th.

As discussed at the October 3rd work session, given the timing of the election and the anticipated addition of newly elected board members it makes sense to include those newly elected members in the selection process. I have spoken to OHM and they understand the unique timing and they are receptive to a month to month extension to afford the new Board the opportunity to conduct their selection process.

SUPPORTING DOCUMENTS:

- Contract Extension Agreement
- OHM Letter dated October 10, 2016

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize the Supervisor and Clerk to execute the contract extension Agreement on behalf of the Township which will allow engineering services via OHM to continue uninterrupted while the Township Board completes the RFQ process.

ROLL CALL VOTE REQUIRED? Yes

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Agreement") by and between the Charter Township of Brighton ("Township"), whose address is 4363 Buno Road, Brighton, MI and Orchard, Hiltz & McCliment, Inc. ("OHM"), whose address is 34000 Plymouth Road, Livonia, MI, collectively referred to as the ("Parties").

Recitals

- a. The Parties entered into a Continuing Services Agreement ("Contract") on October 17, 2011.
- b. The Parties have modified that Contract over the years to reflect an increase in the Hourly Rate Schedule attached to the Contract.
- c. The Contract is set to expire on October 17, 2016.
- d. The parties wish to extend the current Contract on a month to month basis, subject to terms and conditions contained below.

Agreement

The Parties agree as follows:

- 1. This Agreement shall extend the current Contract, as amended, on a month to month basis. Either party may terminate this Agreement upon thirty (30) days written notice to the other party at the address set forth in the introductory paragraph to this Agreement.
- 2. All other terms and conditions of the Contract dated October 17, 2011 shall remain in full force and effect, except as modified by this agreement.

ORCHARD, HILTZ & McCLIMENT, INC.

By: _____
Its:) _____

Dated: _____

BRIGHTON TOWNSHIP

Thomas E. Murphy
Supervisor

Dated: _____

Ann M. Bollin
Clerk

Dated: _____

Orchard, Hiltz, & McCliment, Inc. Contract with Brighton Township dated _____.



ARCHITECTS. ENGINEERS. PLANNERS.

October 10, 2016

CHARTER TOWNSHIP OF BRIGHTON

4363 Buno Road
Brighton, MI 48114-9298

Attention: Brian Vick, Township Manager

Regarding: **Extension of Continuing Services Agreement**

Dear Mr. Vick:

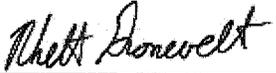
We are aware that the Township recently issued a request for qualifications and is seeking proposals from qualified engineering firms for general engineering consulting services. The Charter Township of Brighton and OHM Advisors have maintained a Continuing Services Agreement for the past several years, which expires on October 17, 2016. The Agreement was originally the result of a qualifications-based selection process performed by the Township to acquire a general engineering consultant, and subsequent extensions made to that Agreement.

OHM has been serving as the Township's Engineer since that time. Until the Township finalizes the proposal process and a new agreement is signed we understand that the Township desires to extend our current contract for the foreseeable future on a month-to-month basis. The language in our current Continuing Services Agreement indicates that the Agreement may be extended or renewed, with or without changes, by written amendment establishing a new term. OHM Advisors is amenable to extending our Continuing Services Agreement on a month-to-month basis under the terms of our existing Agreement. In this scenario the terms of the current contract would remain the same, until either the Township or OHM initiates termination with a 30-day notice.

We thank you for this opportunity to continue serving Brighton Township with professional engineering services, and hope to continue doing so into the future. Please contact us at (734) 522-6711 if you have any questions or need any additional information. Please notify us if this is acceptable to the Township

Sincerely,

OHM Advisors



Rhett Gronevelt, P.E.
Principal

Cc: Jacob Rushlow PE, OHM Advisors

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Pump Station #1 Clean-out Proposals

EXPLANATION OF TOPIC:

The Township received quotes from three contractors to perform cleaning services at pump station number one. You may recall that this pump station handles more waste than any of our other stations, and as such, requires more ongoing maintenance to ensure that waste buildup in this particular station is vacuumed out and hauled away for disposal. Quotes provided include the cost of bypass pumping, vacuuming sludge, transporting sludge and disposal of sludge.

This was previously done in August of 2011 and March 2014 and will need to be done on a regular basis.

The following is a summary of quotes received:

<u>Contractor</u>	<u>Amount</u>
Advanced Underground Inspection	\$ 6,750
Young's Environmental Cleanup	\$11,325
Metro Sewer Cleaners	\$14,625

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- IAI letter dated October 10, 2016
- Proposals from three contractors

RECOMMENDATION: It is the recommendation of IAI that the Township Board authorize the Manager to accept the proposal for cleaning pump station number one as submitted by Advanced Underground Inspections in the amount not to exceed \$7,500. This amount reflects a 10% contingency.

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize manager to accept the proposal for cleaning pump station number one as submitted by Advanced Underground Inspections in the amount not to exceed \$7,500.

ROLL CALL VOTE REQUIRED? Yes.



October 10, 2016

Mr. Brian Vick
Township Manager
Brighton Township
4363 Buno Road
Brighton, MI 48116

RE: Cleaning of Pump Station #1

Mr. Vick,

Pump Station #1 has developed a large floating mass of grease and other debris in the wetwell. This mass of solids has gotten large enough that we are concerned that it may interfere with efficient station operation by causing malfunction of the pump and alarm control floats. This same problem occurred in early 2014. The Township hired Plummer's Environmental Service from Byron Center, Michigan to clean the station. The work was performed in April 2014 at a cost of \$7,240.00. Re-occurrence of this problem is not unusual in collection system pump stations. Grease and other debris is a natural part of the flow within such a system and it tends to float in pump station wet wells, forming these large mats of solids. Removal of these materials becomes a part of collection system maintenance.

We have solicited quotes from three qualified firms to perform this service based on approval of the Brighton Township Board of Trustees. Under these quotes, the firm would provide bypass pumping, remove grease and other debris via a vactor truck, dispose of material removed at a proper disposal site and enter wetwell using confined space procedures in order to clean piping and floor of wet well.

We have received the following quotes:

1. Advanced Underground Inspection - \$6,750.00
2. Young's Environmental Cleanup Inc. - \$11,325.00
3. Metro Sewer Cleaners - \$14,625.00

We have reviewed all quotes and are satisfied that the low quote from Advanced Underground Inspection satisfactorily meets the needs of Brighton Township. The quotes that we received are attached for reference.



.....
We recommend that the Board approve this quote and authorize Advanced Underground to proceed with cleaning of Pump Station #1 wetwell.

Sincerely,
INFRASTRUCTURE ALTERNATIVES

Thomas High
Plant Manager

ADVANCED Underground Inspection, LLC

MBE/MMBDC • DBE • WBE • MDOT Pre-Qualified
Office: (734) 721-0081 38657 Webb Dr.
Fax: (734) 721-0082 Westland, Michigan 48185

An Equal Opportunity Employer – Minority – Female – Disabled/Veterans

August 2, 2016

To: Brighton Twp.

Ph: (810) 229-9950

Fax:

Attention: Zak Lewis

Regarding: Cleaning of pump station 1

Advanced Underground Inspection is pleased to submit the following quotation to:

-Install and maintain bypass pump

-Vacuum debris from wet well

-Disposal of debris

Cleaner Truck with crew \$ 6750.00

-Price includes:

Bypass pumping and disposal of debris to authorized landfill

Customer to provide:

-Access to all structures

-On site water source (hydrant) for Cleaner Truck if needed

-Traffic control other than truck mounted lights and cones

-Any fees, permits or permissions needed

Dan Lamoreaux - Project manager (734) 721-0081

Accepted Quotation: _____

Name of firm: _____

Signed: _____

Printed name and Title _____



YOUNG'S ENVIRONMENTAL CLEANUP INC.

Corporate Headquarters Western Michigan Operations
 65305 N Dort Hwy 3376 Three Mile Rd NW
 Flint MI 48505 Grand Rapids MI 49534
 p: (810) 789-7155 p: (616) 785-3374
 f: (810) 789-3606 f: (616) 785-3401

WWW.YOUNGSENVIRONMENTAL.COM

PROPOSAL

Proposal No: P2497
 Date: 7/18/2016
 Expiration Date: 8/17/2016

Mr. Zach Lewis
 Operations Specialist
 Infrastructure Alternatives
 P.O. Box 2321
 Brighton, MI 48116

Pump Station Cleaning
 Pump Station #1
 Brighton MI

YOU004 ZJF

Scope of Work:

Young's Environmental Cleanup Inc. is pleased to provide this proposal/agreement to provide sanitary sewer pump station cleaning at the above referenced location in Brighton, MI. Services include mobilization, providing and placing by-pass of sewer, cleaning of pump station and disposal of collected materials. Services as stated to be invoiced in accordance with the fee schedule listed below.

Mobilization	1.00	LS	1,150.00	1,150.00
Sewer By-Pass	1.00	LS	1,000.00	1,000.00
Pump Station Cleaning (Estimated) 8 hr. on site	2.00	DAY	3,375.00	6,750.00
Roll-off Box Transportation (Estimated)	7.00	/ HR	110.00	770.00
Roll-off box rental (Estimated)	7.00	/ DAY	15.00	105.00
Roll-off box liner	1.00	EA	35.00	35.00
Disposal (Estimated)	15.00	TON	72.00	1,080.00
Waste Disposal Coordination	1.00	LS	100.00	100.00
Analytical	1.00	LS	335.00	335.00
TOTAL ESTIMATED COST	1.00		11,325.00	11,325.00

If you have any questions, feel free to contact me at 810-789-7155.

The Scope of Work authorized by this proposal is subject to Young's Standard Terms and Conditions effective on the date of this proposal which are incorporated here by reference and made an integral part hereof and can be found on-line at bit.ly/YECterms15 or you may request a copy by calling us at (800) 496-8647.

Executed for Young's by:

Accepted and agreed to by:

Signature

Date

Print Name

Title

METRO SEWER CLEANERS
METRO ENVIRONMENTAL SERVICES, INC.

P.O. BOX 725 • WALLED LAKE, MICHIGAN 48390-0725

September 20, 2016

Infrastructure Alternatives
7888 Childsdale Ave
Rockford, Mi. 49341
(616)866-1600 ph
(616)866-1611 fax

ATTN: Zach Lewis, Operations Specialist (517)295-9322, (zlewis@infralt.com)

RE: Brighton Township-Lift Station, Grand River east of US-23

We are pleased to quote on following services:

Upon review of the site with Zach, there is a 30" line coming into the lift station, we could see the flow picking up at times. We pulled the lift station lid to find a solid mat of grease and debris floating on top of the entire station, it was approximately 2" deep. The lift station is 18'X16'X14'. Zach wants the entire station cleaned to the bottom. Zach stated he would pump the station down to approximately 1' of liquids. We will supply (2) Vector trucks with (3) Service Technicians and all equipment needed to perform the work. A 30" plug will be placed before the lift station, we will hook up a 6" pump for bypass pumping. We will clean the lift station and go confined space to power wash the floors, walls, pumps and piping to ensure all grease is removed. All material and liquids will be manifested and hauled off site for proper disposal.

Quote: \$3,950.00 (2) Vector Trucks	3950.00
\$195.00 per hour, 6" pump, approximately (5) hours	975.00
\$1,450.00 30" test plug, confined space entry	1450.00
\$1.10 per gallon disposal	8250.00

* There may be an additional charge if special insurance certificates are required *assume 7500 gal* \$ 14 625.00 est

Thank you for the opportunity to bid on your sewer needs. Should you have any questions, please don't hesitate to call our office.

Sincerely,



John Schumacher
Operations Manager
JS:sm

COMPLETE PIPELINE SERVICES
STREET SWEEPING
SERVING THE ENTIRE STATE OF MICHIGAN
(248) 960-1111 (877) METRO-15 (248) 669-0960 FAX
www.metrosewer.net

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Enhanced Alcohol Enforcement Contract with Michigan State Police

EXPLANATION OF TOPIC: Brighton Township has contracted with the Michigan State Police for enhanced alcohol enforcement for many years. The past contracts have been done in six month intervals to coincide with the difference in fiscal years between the Township and the State. The proposed contract would cover the period of October 1, 2016 to March 31, 2017. The enhanced alcohol enforcement would be provided randomly, on targeted holidays and some weekends. State Police personnel believe this long standing program has helped to keep Brighton Township among the lowest municipalities in terms of traffic accidents caused by alcohol consumption. The cost of the proposed enhanced alcohol enforcement is not-to-exceed \$6,000 for the six month period of the proposed agreement. These funds were budgeted for the current fiscal year.

SUPPORTING DOCUMENTS:

- Proposed Contract between Brighton Township and the Michigan State Police.

POSSIBLE COURSES OF ACTION:

- Not fund enhanced alcohol enforcement.
- Fund enhanced alcohol enforcement at a cost not-to-exceed \$6,000 for the period of October 1, 2016 to March 31, 2017.

SUGGESTED MOTION: Motion by _____, supported by _____ to authorize the Township Supervisor to execute a contract with the Michigan State Police for enhanced alcohol enforcement at a cost not to exceed \$6,000 for the period of October 1, 2016 to March 31, 2017.

ROLL CALL VOTE REQUIRED? Yes

CONTRACTUAL SERVICES AGREEMENT
between the
THE MICHIGAN DEPARTMENT OF STATE POLICE
and
Charter Township of Brighton

This Agreement is entered into this 17th day of October, 2016, by and between the Michigan Department of State Police ("the MSP") and The Charter Township of Brighton, 4363 Buno Rd., Brighton, MI 48114 ("Brighton Townshp"). The MSP and Brighton Township are collectively referred to as "the Parties."

The Parties desire to enter into a contract for the purpose of the MSP providing law enforcement services to Brighton Township in connection with Alcohol Enforcement and to set forth the terms, conditions, and obligations of the Parties.

I. In consideration of the above information and as set forth below, the Parties agree as follows:

1. The MSP will provide law enforcement services in connection with Alcohol Enforcement.
2. Brighton Township shall pay the MSP for all costs incurred in providing law enforcement services in connection with Alcohol Enforcement conducted within the Township of Brighton and will include directed patrols targetting impaired drivers and liquor inspections conducted by State Police Troopers, the sum of Trooper hours worked times the current hourly rate per Trooper and current mileage rate shall not exceed a total dollar amount of \$6,000 for the period beginning October 1, 2016 and ending March 31, 2017. All costs include, but are not limited to, personnel overtime wages, retirement costs per hour per officer, command officer, or support staff. In addition, Brighton Township (not to exceed the overall dollar amount of \$6,000) shall pay for any and all patrol car mileage incurred at the actual mileage rate as approved by the Vehicle and Travel Services Division of the Michigan Department of Technology, Management and Budget at the time of service. Use of MSP Aircraft (if any) shall be reimbursed at a fixed rate at the time of service.
3. Except as provided in this Agreement, Brighton Township shall not be obligated to contribute any money toward the expense of MSP officers, command officers, or support staff for services provided under this Agreement.
4. The MSP agrees to provide such law enforcement services as are mutually agreeable to the Parties, except that, the Brighton Post Commander or his or her representative shall have the right to withdraw some or all MSP personnel from this assignment in case of an emergency. Brighton Township shall not be responsible for compensating the MSP for the costs of MSP personnel for the time they are withdrawn from the assignment described in this Agreement.
5. The MSP is obligated to provide law enforcement services in connection with this Agreement only to the extent that personnel resources are reasonably available to work the assignment.
6. MSP personnel shall not be, nor deemed to be, employees or agents of Brighton Township for any purpose whatsoever. Brighton Township personnel shall not be, nor deemed to be, employees or agents of the MSP for any purpose whatsoever. Any and all liability for acts or omissions of each party's personnel will be the sole responsibility of the person and the party involved. The Parties do not expressly or impliedly assume any liability for the acts or omissions of the other party or the other party's personnel.
7. The Parties will hold special conferences upon the request of either party for the purposes of resolving any mutual problems that may arise in the enforcement of this Agreement. Any portion

of this Agreement that may be subject to interpretation will be addressed at said special conferences.

8. The terms for this Agreement may be renegotiated at any time upon the written request of either party. This Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives. .
9. Either party may terminate this Agreement for any reason, provided that at least 90 days advance written notice of termination is given to the non-terminating party by the terminating party.
10. This Agreement is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof, and supersedes all prior negotiations, representations, proposals, and other communications between the Parties either oral or written. .
11. This Agreement is legally binding and will be enforced according to the laws of the State of Michigan.
12. This Agreement does not create any right in any third party to bring any action under this Agreement or any action to enforce this Agreement.
13. This Agreement is effective when signed by the Parties, by and through their duly authorized representatives, in Section III below.

II. MSP Chain of Command Routing

Work Site Commander Signature <i>F/Lt. Joel Allen</i>	Work Site: Brighton Post	Date October, 5 th 2016
Printed Name F/Lt. Joel Allen		

District or Division Commander Signature	District or Division: First District	Date
Printed Name		

Submit the Agreement via the chain of command to the Bureau Commander once the agent for the organization's signature has been obtained.

III. Approval and Execution of Agreement

MICHIGAN DEPARTMENT OF STATE POLICE:

Bureau Commander Signature	Date
Printed Name	

Address			
City	State	Zip	General Telephone Number ()
Billing Contact Name			Billing Contact Telephone Number ()

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Assistant to the Township Manager

AGENDA TOPIC: Snow Plowing Contract

EXPLANATION OF TOPIC:

The Township issued a Request for Proposals (RFP) on September 8, 2016 to solicit bids for snow removal services for the Township. The Township received three (3) bids, which are stated in the table below. The low bidder was Alan's Asphalt Maintenance. Alan's Asphalt Maintenance has been the Township's contractor for many years and they have done an adequate job. The previous contract with Alan's Asphalt was \$17,688 per year.

Bidder	Amount (Per Year)
Alan's Asphalt Maintenance	\$15,978
GP Dust Control	\$21,800
Evergreen Outdoor	\$35,550

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Proposed Contract
- Snow Plowing Services RFP #16-08 (Exhibit A)
- Alan's Asphalt Maintenance Bid (Exhibit B)

RECOMMENDATION: Accept the proposal from Alan's Asphalt for snow plow services from 2016-2018 in the amount of \$15,978.

SUGGESTED MOTION:

Motion by _____, supported by _____ to accept the proposal from Alan's Asphalt Maintenance for snow plowing services in the amount of \$15,978 per year and to authorize the Township Clerk and Supervisor to sign the contract on behalf of the Township.

ROLL CALL VOTE REQUIRED? Yes

CONTRACT FOR SNOW PLOWING SERVICES

This Contract is made between the Charter Township of Brighton ("Township"), 4363 Buno Road, Brighton, Michigan 48114 and Alan's Asphalt Maintenance, Inc. ("Alan's"), PO Box 354, Hamburg, Michigan 48139. The effective date of this Contract is November 1, 2016.

Recitals

1. On September 8, 2016, the Township issued RFP #16-08, a Request for Snow Plowing Services Proposals ("Request"), soliciting bids for snow plowing services. A copy of the Request is attached as Exhibit A.
2. Alan's responded to the Request with a submittal. A copy of that submittal is attached as Exhibit B.
3. The Township has accepted Alan's proposal according to the terms and conditions set forth below.

Therefore, the parties agree as follows:

Agreement

- a. Alan's agrees to provide the services, along with the required insurances and minimum coverages, as set forth in the Request.
- b. Alan's will be paid a flat fee of \$15,978.00 per year for the work to be performed under this Contract; subject to additional charges if the amount of salt to be used exceeds 45 tons; then each additional ton of salt will cost \$125.00; The contractor will submit payments in accordance with Township Policies. The yearly fee of \$15,978.00 will be paid in equal monthly payments of \$3,195.60, commencing on or before December 1 and continuing on January 1, February 1, March 1 and April 1 of each year.
- c. The fees for "Special Services" shall be charged at a rate of \$95.00 per hour and shall be paid in accordance with Township Policies.
- d. This Contract will commence November 1, 2016 and terminate May 1, 2018.

- e. The Township may terminate this Contract at any time by giving 30 days written notice to Alan's. Alan's will be paid all sums owing to it at the time of termination.
- f. The parties agree that Alan's is an independent contractor, and neither Alan's nor its employees shall be deemed employees of the Township.
- g. Alan's shall not assign its rights or obligations under this Contract without the written consent of the Township.
- h. The parties acknowledge that Alan's, as an independent contractor, agrees to indemnify and hold the Township harmless from any and all liability arising out or in any way related to Alan's services during the term of this Contract. Alan's agrees to keep in effect the insurance required by the qualifications set forth in the Township's Request.

Charter Township of Brighton

Alan's Asphalt Maintenance, Inc.

By: Thomas E. Murphy
Its: Supervisor

By: Charles Chambers
Its: President

By: Ann M. Bollin
Its: Clerk

Exhibit A

**TOWNSHIP OF BRIGHTON
REQUEST FOR SNOW PLOWING PROPOSALS
RFP #16-08**



DUE DATE / LOCATION:

Bid forms and references are due by 11:00 a.m., September 29, 2016 at:

**Brighton Township Hall
4363 Buno Road
Brighton, MI 48114-9298**

Successful contractor must provide proof of required insurance. Quotations must be submitted on the forms provided at the above address and shall be presented in a sealed envelope clearly marked "**Snow Plowing**". **Fax or email copies will not be accepted.** The Township reserves the right to waive all informalities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed to be in the best interest of the Township. The Township is requesting a two (2) year bid.

LOCATIONS:

Please read all conditions and specifications. It is the bidder's responsibility to familiarize themselves with sites.

1. Fire Station #32 - 1580 Old US 23
2. Michigan State Police Post - 4337 Buno Road
3. Township Hall - 4363 Buno Road
4. Wastewater Treatment Plant - 5901 Pleasant Valley
5. Lift Stations (multiple locations).

INSURANCE

Bidder must supply verification of the following insurance coverage at the stated amounts:

TYPE	MINIMUM COVERAGE	
Type of Insurance:		
1. Workmen's Compensation Insurance and Employer's Liability		
a. Limit: As required by laws of State of Michigan		
2. Public Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
3. Owner's and Contractor's Protective Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
4. Motor Vehicle (including Owner, Hired and Non-Owned Vehicles):		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
c. Combined single limit:		\$2,000,000

Bidder must supply all personnel, equipment, supplies, insurance and materials to complete requirements of specifications.

REFERENCES

Bidders must supply a list of three (3) references, preferably commercial or governmental. Each reference shall include the following information: name of organization, address, phone, email, and contact person.

PAYMENTS/INVOICES

Contractor is responsible to provide invoices for all items and submitted in accordance with Township Policies. Payment process will be detailed in the contract.

SELECTION CRITERIA

Selection of the successful bidder shall be based upon:

1. Experience
2. Record of past experience
3. Ability to perform
4. Cost

FREQUENCY

Bidders shall present quotes based upon a seasonal lump sum or per hour basis as stated in the specifications. All sites shall be cleared per conditions stated in specifications below. Contract period runs from November 1, 2016 through April 30, 2018.

BUSINESS SUMMARY AND CLIENT LIST

Bidders shall provide a brief summary of the business which shall include: how many years the company has been in business, how many employees the company has that is dedicated to snow removal (exclude administrative employees), how many trucks or other vehicles the company has for snow removal, and the location of the snow removal vehicles and equipment. Bidders shall also provide a list of clients/customers the bidder currently services or is anticipated to service during the contract period.

SPECIFICATIONS

NOTE: Alternate ice melting material is to be used on all walks, ramps and entrances. Salt is **NOT** to be used in these areas. Salt may be used in parking areas **ONLY!** The Township expects the selected bidder to supply 45 tons of salt. Salt usage over 45 tons may be charged by the selected bidder on a per ton basis.

#1 Fire Station 32 (1580 S Old 23)
As a public safety location, the contractor shall make this site a clearance priority. Snow shall be removed following storms of one (1) inch or more and, additionally, removal is required each time snow accumulation reaches three (3) inches during any one storm event. Treatment of areas is required during **ANY** icing event.

#2 Michigan State Police Post (4337 Buno Road)
As a public safety location, the contractor shall make this site a clearance priority. Snow shall be removed following storms of one (1) inch or more and, additionally, removal is required each time snow accumulation reaches three (3) inches during any one storm event. Treatment of areas

is required during **ANY** icing event.

#3 Township Hall (4363 Buno Road)

Snow shall be removed following storm events of one (1) inch or more and additionally, removal is required each time that snow accumulation reaches three (3) inches during any one storm event. Mornings following storms of one (1) inch or more, push must be completed prior to 7:30 a.m., all drives, ramps, parking areas, entrances and access to dumpster shall be cleared of snow and treated for ice as may be required depending upon icing conditions. Salt cannot be used except in parking areas.

At this location, snow shall also be removed from **ALL** sidewalks between lots and to **ALL** building entrances. Treatment shall be spread on all walkways to the building entrance including connecting walk between lots during normal business hours.

#4 Sanitary Sewer Treatment Plant – 5901 Pleasant Valley Road

Snow shall be removed following storm events of one (1) inch or more and additionally, removal is required each time that snow accumulation reaches three (3) inches during any one storm event. Mornings following storms of one (1) inch or more, push must be completed prior to 7:30 a.m., all drives, ramps, parking areas, entrances and access to dumpster shall be cleared of snow and treated for ice as may be required depending upon icing conditions. Salt cannot be used except in parking areas.

#5 The Liftstations are Located at (see Attachment A for map):

- Liftstation #1 – 11105 E Grand River
- Liftstation #2 – 5977 Whitmore Lake Rd.
- Liftstation #2A – 5516 Woodruff Shores
- Liftstation #3 – 4115 Old US 23 South
- Liftstation #4 – 8326 E Grand River
- Liftstation #5 – 8115 Pine Ranch Drive
- Liftstation #6 – 8173 Woodland Shore
- Liftstation #7 – Old US 23 North of McClements
- Liftstation #8 – Old US 23 & Spencer
- Liftstation #9 – High Point Ct.

#6 Special Emergency Call Rate

Contractor shall be available and on-call for ice treatment and/or snow removal in emergency situations such as water breaks, cemetery use or specific emergency snow removal or treatment.

CHARTER TOWNSHIP OF BRIGHTON SNOW REMOVAL

Proposal Form – Snow/Ice Removal Services – Due 09/29/2016

Company Name: _____

Address: _____

City, State, ZIP: _____

Office Phone: _____ Email: _____

Cell Phone: _____ Contact Person: _____

YEAR 1

Specification	Seasonal Lump Sum	Per Unit
#1 Old US 23 Fire Station		NA
#2 MSP Post 4337 Buno Rd.		NA
#3 Township Hall 4363 Buno Road		NA
#4 Sanitary Sewer Treatment Plant		NA
#5 Liftstations		NA
#6 Special	NA	Per hour
#7 Salt Over 45 Tons	NA	Per ton
TOTAL (YEAR 1)		NA

YEAR 2

Specification	Seasonal Lump Sum	Per Unit
#1 Old US 23 Fire Station		NA
#2 MSP Post 4337 Buno Rd.		NA
#3 Township Hall 4363 Buno Road		NA
#4 Sanitary Sewer Treatment Plant		NA
#5 Liftstations		NA
#6 Special	NA	Per hour
#7 Salt Over 45 Tons	NA	Per ton
TOTAL (YEAR 2)		NA

Product to be used as alternative to salt: _____

Comments:

Please attach any additional comments that you may have.

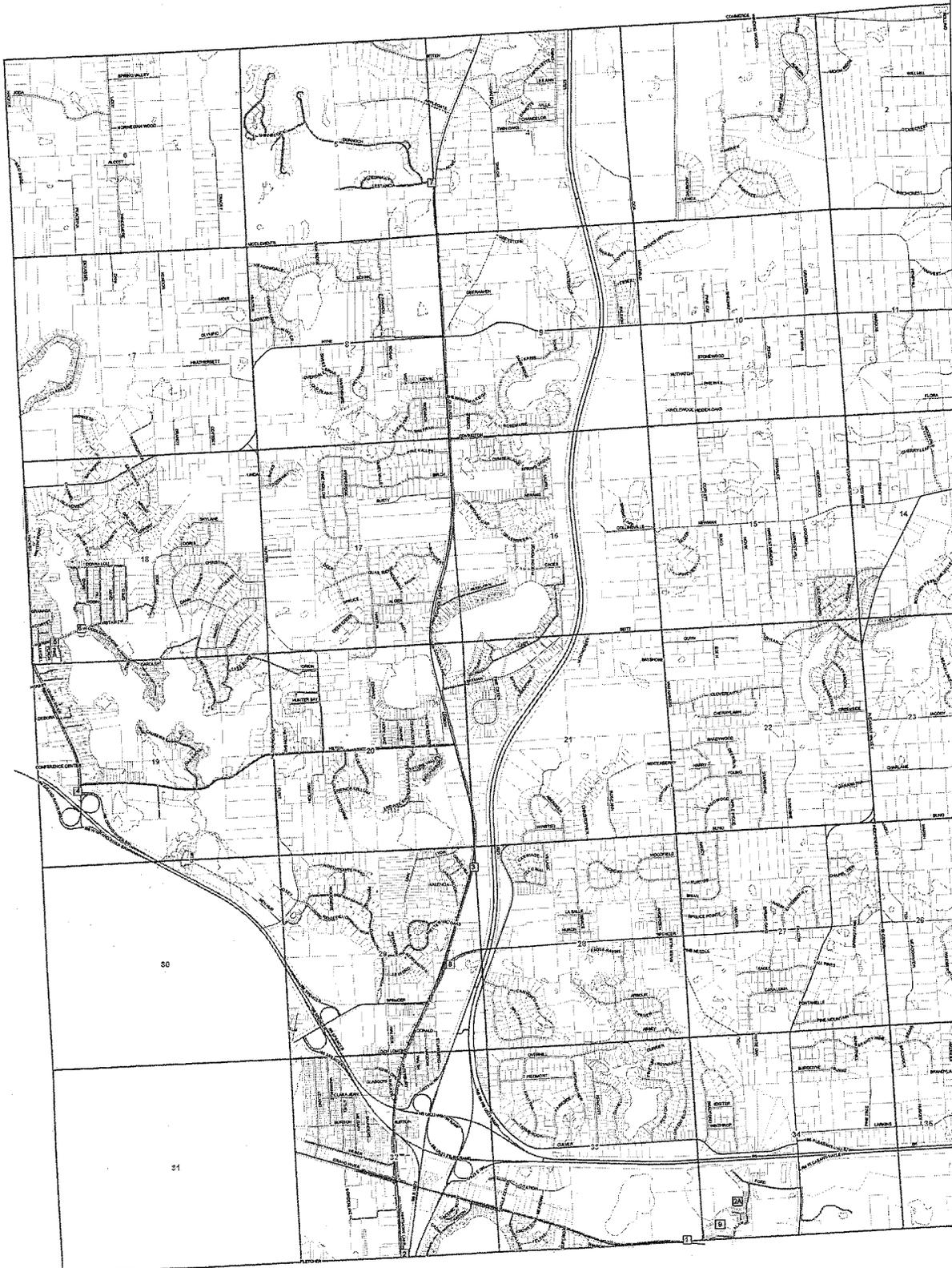
The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be to be solely in the best interest of the Township and to waive all informalities in the bidding process. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: Length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature: _____ Date: _____

BRIGHTON TOWNSHIP

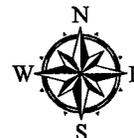
Sanitary Sewer District



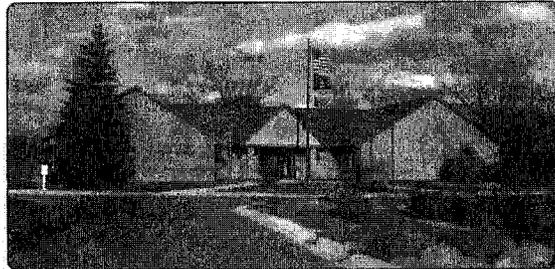
Legend

- pump_Sanitary
- str_Sanitary
- pipe_Sanitary
- leads_Sanitary

- PUMP STATION ADDRESSES**
- 1 - 11105 Grand River
 - 2 - 5977 Old US 23
 - 2a - 5516 Woodruff Shore
 - 3 - 4115 Old US 23
 - 4 - 8205 Grand River
 - 5 - 8115 Pine Ranch
 - 6 - 8173 Woodland Shore
 - 7 - 10002 Estancia
 - 8 - 10016 Spence Rd
 - 9 - High Point Ct



**TOWNSHIP OF BRIGHTON
REQUEST FOR SNOW PLOWING PROPOSALS
RFP #16-08**



DUE DATE / LOCATION:

Bid forms and references are due by 11:00 a.m., September 29, 2016 at:

**Brighton Township Hall
4363 Buno Road
Brighton, MI 48114-9298**

Successful contractor must provide proof of required insurance. Quotations must be submitted on the forms provided at the above address and shall be presented in a sealed envelope clearly marked "Snow Plowing". **Fax or email copies will not be accepted.** The Township reserves the right to waive all informalities in the bidding process and may reject any or all bids, in whole or in part, for reasons deemed to be in the best interest of the Township. The Township is requesting a two (2) year bid.

LOCATIONS:

Please read all conditions and specifications. It is the bidder's responsibility to familiarize themselves with sites.

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2. Michigan State Police Post - 4337 Buno Road
3. Township Hall - 4363 Buno Road
4. Wastewater Treatment Plant - 5901 Pleasant Valley
5. Lift Stations (multiple locations).

INSURANCE

Bidder must supply verification of the following insurance coverage at the stated amounts:

TYPE	MINIMUM COVERAGE	
Type of Insurance:		
1. Workmen's Compensation Insurance and Employer's Liability		
a. Limit: As required by laws of State of Michigan		
2. Public Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
3. Owner's and Contractor's Protective Liability & Property Damage:		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
	Aggregate:	\$2,000,000
4. Motor Vehicle (including Owner, Hired and Non-Owned Vehicles):		
a. Bodily Injury:	Each Occurrence:	\$1,000,000
b. Property Damage:	Each Occurrence:	\$1,000,000
c. Combined single limit:		\$2,000,000

Bidder must supply all personnel, equipment, supplies, insurance and materials to complete requirements of specifications.

REFERENCES

Bidders must supply a list of three (3) references, preferably commercial or governmental. Each reference shall include the following information: name of organization, address, phone, email, and contact person.

PAYMENTS/INVOICES

Contractor is responsible to provide invoices for all items and submitted in accordance with Township Policies. Payment process will be detailed in the contract.

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1. Experience
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3. Ability to perform
4. Cost

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Bidders shall present quotes based upon a seasonal lump sum or per hour basis as stated in the specifications. All sites shall be cleared per conditions stated in specifications below. Contract period runs from November 1, 2016 through April 30, 2018.

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SPECIFICATIONS

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#2 Michigan State Police Post (4337 Buno Road)

As a public safety location, the contractor shall make this site a clearance priority. Snow shall be removed following storms of one (1) inch or more and, additionally, removal is required each time snow accumulation reaches three (3) inches during any one storm event. Treatment of areas

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At this location, snow shall also be removed from ALL sidewalks between lots and to ALL building entrances. Treatment shall be spread on all walkways to the building entrance including connecting walk between lots during normal business hours.

#4 Sanitary Sewer Treatment Plant – 5901 Pleasant Valley Road

Snow shall be removed following storm events of one (1) inch or more and additionally, removal is required each time that snow accumulation reaches three (3) inches during any one storm event. Mornings following storms of one (1) inch or more, push must be completed prior to 7:30 a.m., all drives, ramps, parking areas, entrances and access to dumpster shall be cleared of snow and treated for ice as may be required depending upon icing conditions. Salt cannot be used except in parking areas.

#5 The Liftstations are Located at (see Attachment A for map):

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- Liftstation #2 – 5977 Whitmore Lake Rd.
- Liftstation #2A – 5516 Woodruff Shores
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- Liftstation #4 – 8326 E Grand River
- Liftstation #5 – 8115 Pine Ranch Drive
- Liftstation #6 – 8173 Woodland Shore
- Liftstation #7 – Old US 23 North of McClements
- Liftstation #8 – Old US 23 & Spencer
- Liftstation #9 – High Point Ct.

#6 Special Emergency Call Rate

Contractor shall be available and on-call for ice treatment and/or snow removal in emergency situations such as water breaks, cemetery use or specific emergency snow removal or treatment.

CHARTER TOWNSHIP OF BRIGHTON SNOW REMOVAL

Proposal Form – Snow/Ice Removal Services – Due 09/29/2016

Company Name: ALANS Asphalt MAINTENANCE INC

Address: P.O. Box 354

City, State, ZIP: HAMBURG M: 48139

Office Phone: 810-231-1867 Email: info@ALANSasphalt.com

Cell Phone: 810-560-4963 Contact Person: cluck

YEAR 1

Specification	Seasonal Lump Sum	Per Unit
#1 Old US 23 Fire Station	4261. ⁰⁰	NA
#2 MSP Post 4337 Buno Rd.	3762. ⁰⁰	NA
#3 Township Hall 4363 Buno Road	3080. ⁰⁰	NA
#4 Sanitary Sewer Treatment Plant	4275. ⁰⁰	NA
#5 Liftstations	600. ⁰⁰	NA
#6 Special	NA	95. ⁰⁰ Per hour
#7 Salt Over 45 Tons	NA	125. ⁰⁰ Per ton
TOTAL (YEAR 1)	15,978.⁰⁰	NA

YEAR 2

Specification	Seasonal Lump Sum	Per Unit
#1 Old US 23 Fire Station	4261. ⁰⁰	NA
#2 MSP Post 4337 Buno Rd.	3762. ⁰⁰	NA
#3 Township Hall 4363 Buno Road	3080. ⁰⁰	NA
#4 Sanitary Sewer Treatment Plant	4275. ⁰⁰	NA
#5 Liftstations	600. ⁰⁰	NA
#6 Special	NA	95. ⁰⁰ Per hour
#7 Salt Over 45 Tons	NA	125. ⁰⁰ Per ton
TOTAL (YEAR 2)	15,978.⁰⁰	NA

Product to be used as alternative to salt: ~~Rock Salt~~ Hot Pink Deicer

Comments:

Please attach any additional comments that you may have.

The Township reserves the right to reject any and all bids, in whole or in part, for reasons deemed to be to be solely in the best interest of the Township and to waive all informalities in the bidding process. The Township reserves the right to negotiate final terms and conditions, including, but not limited to: Length of contract, payment schedule and conditions of cancellation.

I hereby certify that this proposal will meet the specifications as attached.

Signature:  Date: 9/9/16

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Metro Act - Right-of-Way Permit / Fibertech

EXPLANATION OF TOPIC:

The Metro Act, PA 38 of 2002, established a uniform fee per linear foot to all telecommunication providers using public rights-of-way and requires the state to collect the fees and redistribute them to local governments. Telecommunications in the act refers to telephone, broadband, and/or internet (high speed) service and not to cable television. It relates to wires in the road right-of-way and to lines in the ground. To be eligible to receive a share of these fees, the Township adopted a resolution on April 1, 2003 indicating willingness to comply with the Metro Act.

The Township has 45 days from the receipt of the application to approve or deny the permit. The Act provides that the Township shall not unreasonably deny an application. Any conditions of the permit must be limited to the telecommunications provider's access and usage of any public right-of-way.

The Metro Act revenue that the Township receives is accounted for in the General Fund - Telecommunications ROW Maintenance Fee. These funds can only be used for activities that occur in the public right-of-way.

The Township has processed applications from Verizon, SBS, and KEPS Technology dba ACD.net and ACD Technologies in the past. The application was forwarded to our telecommunications attorney Dale Rietberg of LLP for his review.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- GIS map
- Application as submitted by Fiber Technologies received September 14, 2016
- Telecommunications Right-of-Way Resolution dated April 1, 2003
- Administrative Policy #402 Metro Act
- Additional Maps depicting the project (under confidential cover)
- Varnum LLC correspondence dated October 7, 2016

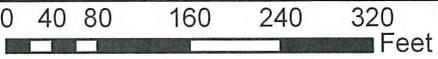
RECOMMENDATION: To authorize the Supervisor to sign the Metro Act Right-of-Way Permit.

SUGGESTED MOTION:

Motion by _____, supported by _____ to authorize the Supervisor to sign the Metro Act Right-of-Way Permit based upon the comments and recommendations of legal counsel.

ROLL CALL VOTE REQUIRED? Yes

FiberTech Networks



Charter Township of Brighton



phone 585-697-5100
fax 585-442-8845
300 Meridian Centre
Rochester, NY 14618

September 13, 2016

VIA FEDERAL EXPRESS

Ann Bollin
Township Clerk
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

RECEIVED
SEP 14 2016
CLERK'S OFFICE

RE: METRO Act Permit Application Form

Dear Ms. Bollin:

Please accept this letter as a request by Fiber Technologies Networks, L.L.C. ("Fibertech") for a METRO Act Permit in the Charter Township of Brighton for access to and ongoing use of public rights-of-way within the Township for the purpose of constructing a fiber optic network extension to service its customers. I have also included a METRO Act Permit Bilateral Form, for your convenience.

Per the METRO Act Application Requirements, Attachments A-E are included with our application for your review. Here is a brief description of the attachments:

- Fibertech is a limited liability company formed in the State of New York. A copy of the New York Department of State's certification is included in Attachment A.
- Attachment B is a copy of Fibertech's Michigan Department of Licensing and Regulatory Affairs Filing Endorsement.
- Fibertech's Certificate of Authority from the Public Service Commission is included in Attachment C.
- A proposed network route map is shown in Attachment D.
- Attachment E includes a valid Certificate of Insurance and Worker's Compensation documentation.
- Check #30005256 for five hundred dollars and no cents (\$500.00) is included to cover a one-time application fee.

If you have questions concerning this application please contact me directly at 585-568-8485 or jnewkirk@lighttower.com.

Thank you.

Very truly yours,

Judith A. Newkirk
Director of Access & Permitting

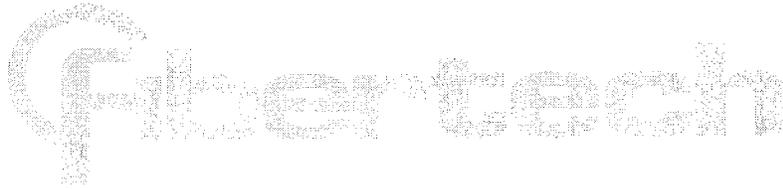
JAN/tlh
Enclosures

Company: LTSB
Vendor: CHARTE008 Charter Township of Brighton

Check Date: 9/2/2016

Check Number: 30005256

Ref Nbr	Inv Nbr	Account	Inv Date	Invoice Amount	Amount Paid	Net Check Amt
00281569	349991CR		09/02/2016	500.00	500.00	500.00



ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROPRINTED BORDER

300 Meridian Centre Blvd
Rochester, NY 14618

10-4/220

30005256

Five Hundred and 00/100----- Dollars

DATE	AMOUNT
9/2/2016	\$*****500.00

PAY TO THE ORDER OF Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

AUTHORIZED SIGNATURE

MP

MICROPRINT SECURITY

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. REG IMAGE DISAPPEARS WITH HEAT.

⑈ 30005256 ⑈ ⑆ 022000046 ⑆ 8890145223 ⑈

METRO Act Permit Application Form
Revised April 6, 2012

Charter Township of Brighton, Livingston County, Michigan
Name of Local Unit of Government

APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS
UNDER
METROPOLITAN EXTENSION TELECOMMUNICATIONS
RIGHTS-OF-WAY OVERSIGHT ACT
2002 PA 48
MCL SECTIONS 484.3101 TO 484.3120

BY

Fiber Technologies Networks, L.L.C.
("APPLICANT")

Unfamiliar with METRO Act?--Assistance: Municipalities unfamiliar with Michigan Metropolitan Extension Telecommunications Rights-of-Way Oversight Act ("METRO Act") permits for telecommunications providers should seek assistance, such as by contacting the Telecommunications Division of the Michigan Public Service Commission at 517-241-6200 or via its web site at http://www.michigan.gov/mpsc/0,4639,7-159-16372_22707--,00.html.

45 Days to Act—Fines for Failure to Act: The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3). The Michigan Public Service Commission can impose fines of up to \$40,000 per day for violations of the METRO Act. It has imposed fines under the Michigan Telecommunications Act where it found providers or municipalities violated the statute.

Where to File: Applicants should file copies as follows [municipalities should adapt as appropriate—unless otherwise specified service should be as follows]:

-- Three (3) copies (one of which shall be marked and designated as the master copy) with the Clerk at [insert address].

Ann Bollin
Township Clerk
Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114
810- 229-0560

Charter Township of Brighton, Livingston County, Michigan

Name of local unit of government

**APPLICATION FOR
ACCESS TO AND ONGOING USE OF PUBLIC WAYS BY
TELECOMMUNICATIONS PROVIDERS**

**By
Fiber Technologies Networks, L.L.C.
("APPLICANT")**

This is an application pursuant to Sections 5 and 6 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48 (the "METRO Act") for access to and ongoing usage of the public right-of-way, including public roadways, highways, streets, alleys, easements, and waterways ("Public Ways") in the Municipality for a telecommunications system. The METRO Act states that "A municipality shall approve or deny access under this section within 45 days from the date a provider files an application for a permit for access to a public right-of-way." MCL 484.3115(3).

This application must be accompanied by a one-time application fee of \$500, unless the applicant is exempt from this requirement under Section 5(3) of the METRO Act, MCL 484.3105(3).

1. GENERAL INFORMATION:

1.1 Date: September 13, 2016

1.2 Applicant's legal name: Fiber Technologies Networks, L.L.C.
Mailing Address: 300 Meridian Centre
Rochester, New York 14618

Telephone Number: (585) 697-5100

Fax Number: (585) 442-8845

Corporate website: <http://www.lighttower.com>

Name and title of Applicant's local manager (and if different) contact person regarding this application:

**Judith Newkirk, Director of Access & Permitting
Lightower Fiber Networks
300 Meridian Centre
Rochester, New York 14618**

Telephone Number: (585) 568-8485
Fax Number: (585) 442-8845
E-mail Address: jnewkirk@lighttower.com

1.3 Type of Entity: (Check one of the following)

- Corporation
 General Partnership
 Limited Partnership
 Limited Liability Company
 Individual
 Other, please describe: _____

1.4 Assumed name for doing business, if any: _____

1.5 Description of Entity:

1.5.1 Jurisdiction of incorporation/formation; Applicant, Fiber Technologies Networks, L.L.C., is a limited liability company, formed in the State of New York. A copy of the New York Department of State's certification, reflecting Applicant's status as a Limited Liability Company, is attached hereto as Attachment A.

1.5.2 Date of incorporation/formation; **December 30, 1998**

1.5.3 If a subsidiary, name of ultimate parent company; **LTS Group Holdings, LLC**

1.5.4 Chairperson, President/CEO, Secretary and Treasurer (and equivalent officials for non-corporate entities).

**President & CEO – Rob Shanahan
CFO - Eric Sandman
General Counsel & Secretary – David Mayer**

1.6 Attach copies of Applicant's most recent annual report (with state ID number) filed with the Michigan Department of Licensing and Regulatory Affairs and certificate of good standing with the State of Michigan. For entities in existence for less than one year and for non-corporate entities, provide equivalent information. **See Attachment B.**

1.7 Is Applicant aware of any present or potential conflicts of interest between Applicant and Municipality? If yes, describe: No.

1.8 In the past three (3) years, has Applicant had a permit to install telecommunications facilities in the public right of way revoked by any Michigan municipality?

Circle: Yes No X

If "yes," please describe the circumstances.

1.9 In the past three (3) years, has an adverse finding been made or an adverse final action been taken by any Michigan court or administrative body against Applicant under any law or regulation related to the following:

1.9.1 A felony; or

1.9.2 A revocation or suspension of any authorization (including cable franchises) to provide telecommunications or video programming services?

Circle: Yes No X

If "yes," please attach a full description of the parties and matters involved, including an identification of the court or administrative body and any proceedings (by dates and file numbers, if applicable), and the disposition of such proceedings.

1.10 [If Applicant has been granted and currently holds a license to provide basic local exchange service, no financial information needs to be supplied.] If publicly held, provide Applicant's most recent financial statements. If financial statements of a parent company of Applicant (or other affiliate of Applicant) are provided in lieu of those of Applicant, please explain.

1.10.1 If privately held, and if Municipality requests the information within 10 days of the date of this Application, the Applicant and the Municipality should make arrangements for the Municipality to review the financial statements.

If no financial statements are provided, please explain and provide particulars.
Applicant is privately held.

2. DESCRIPTION OF PROJECT:

2.1 Provide a copy of authorizations, if applicable, Applicant holds to provide telecommunications services in Municipality. If no authorizations are applicable, please explain.

Fiber Technologies Networks, L.L.C. is tariffed and registered as a Competitive Access Provider in the State of Michigan. A copy of the ITSP Registry is attached (Attachment C).

2.2 Describe in plain English how Municipality should describe to the public the telecommunications services to be provided by Applicant and the telecommunications facilities to be installed by Applicant in the Public Ways.

Service Provider, Fiber Technologies Networks, L.L.C., will build and operate fiber optic networks and associated equipment which in the future may include Distributed Antenna Systems (DAS) antennas, equipment and supporting poles in the Charter Township of Brighton. These open-access networks will be available for use by other communications companies wishing to do business in the municipality, and also by other entities desiring fiber-optic-based broadband connections.

2.3 Attach route maps showing the location (including whether overhead or underground) of Applicant's existing and proposed facilities in the public right-of-way. To the extent known, please identify the side of the street on which the facilities will be located. (If construction approval is sought at this time, provide engineering drawings, if available, showing location and depth, if applicable, of facilities to be installed in the public right-of-way).

Proposed network route maps are shown in Attachment D.

2.4 Please provide an anticipated or actual construction schedule.

Construction is anticipated to begin 4th Quarter, 2016 or 1st Quarter 2017

2.5 Please list all organizations and entities which will have any ownership interest in the facilities proposed to be installed in the Public Ways.

None, other than Applicant and its present companies.

2.6 Who will be responsible for maintaining the facilities Applicant places in the Public Ways and how are they to be promptly contacted? If Applicant's facilities are to be installed on or in existing facilities in the Public Ways of existing public utilities or incumbent telecommunications providers, describe the facilities to be used, and provide verification of their consent to such usage by Applicant.

All facilities placed in the Public Right of Ways will be maintained by Applicant. Applicant may be contacted through its Network Operations Center (NOC). The NOC is open 24/7, 365 days a year and can be contacted at 800-497-5578.

Applicant intends to use existing utility poles and underground conduit to install its network facilities. The utility companies have requested that these agreements be kept confidential.

3. TELECOMMUNICATION PROVIDER ADMINISTRATIVE MATTERS:

Please provide the following or attach an appropriate exhibit.

3.1 Address of Applicant's nearest local office;
300 Meridian Centre, Rochester, New York 14618

3.2 Location of all records and engineering drawings, if not at local office;
300 Meridian Centre, Rochester, New York 14618

3.3 Names, titles, addresses, e-mail addresses and telephone numbers of contact person(s) for Applicant's engineer or engineers and their responsibilities for the telecommunications system;

Ravi Harcharan, Vice President Network Assurance, 212-337-4088
Kyle Ramirez, Sr. Manager, NOC, 585-697-5119

3.4 Provide evidence of self-insurance or a certificate of insurance showing Applicant's insurance coverage, carrier and limits of liability for the following:

A Certificate of Liability Insurance is included in Attachment E.

3.4.1 Worker's compensation;

3.4.2 Commercial general liability, including at least:

3.4.2.1 Combined overall limits;

3.4.2.2 Combined single limit for each occurrence of bodily injury;

3.4.2.3 Personal injury;

3.4.2.4 Property damage;

3.4.2.5 Blanket contractual liability for written contracts, products, and completed operations;

3.4.2.6 Independent contractor liability;

3.4.2.7 For any non-aerial installations, coverage for property damage from perils of explosives, collapse, or damage to underground utilities (known as XCU coverage);

3.4.2.8 Environmental contamination;

3.4.3 Automobile liability covering all owned, hired, and non-owned vehicles used by Applicant, its employee, or agents.

3.5 Names of all anticipated contractors and subcontractors involved in the construction, maintenance and operation of Applicant's facilities in the Public Ways.

TBD

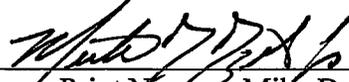
4. CERTIFICATION:

All the statements made in the application and attached exhibits are true and correct to the best of my knowledge and belief.

9/13/16
Date

NAME OF ENTITY ("APPLICANT")

Fiber Technologies Networks, L.L.C.

By: 
Type or Print Name: Mike Dziulko

Vice President Regional Operations NW
Title

S:\metroapplicationform.doc

Attachment A

Secretary of State (NY) Incorporation Documents

State of New York
Department of State } **SS:**

I hereby certify, that FIBER SYSTEMS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 04/22/1998, and that the Limited Liability Company is existing so far as shown by the records of the Department.

A Certificate of Amendment FIBER SYSTEMS, LLC, changing its name to FIBER TECHNOLOGIES NETWORKS, L.L.C., was filed 01/11/2001.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 31st day of October
two thousand and thirteen.*

Anthony Giardina

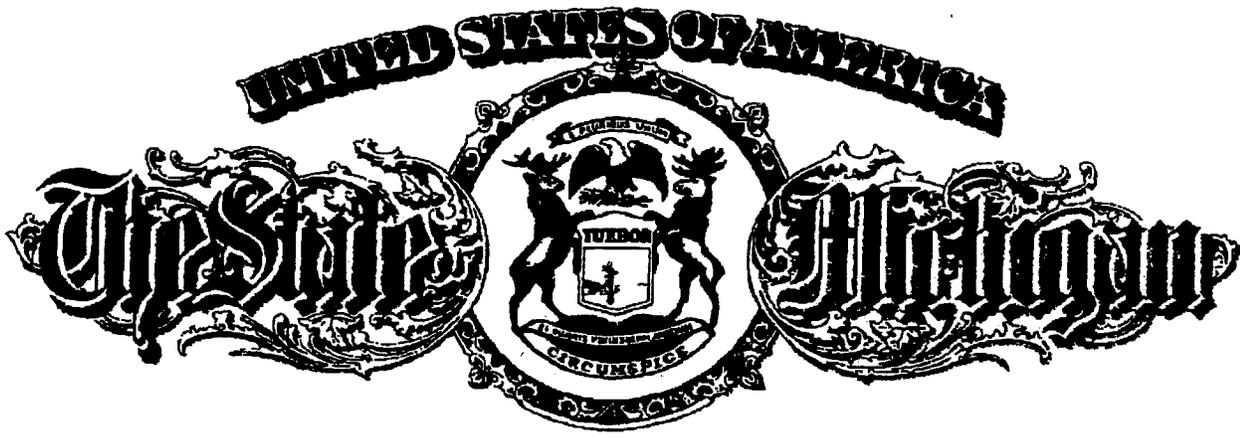
Anthony Giardina
Executive Deputy Secretary of State

201311010181 * EE

201311010181 * EE

Attachment B

Michigan Department of Licensing and Regulatory Affairs Filing
Endorsement



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

FIBER TECHNOLOGIES NETWORKS, L.L.C.

A(n) *NEW YORK Limited Liability Company* was validly authorized on *May 3, 2013* to transact business in Michigan and that said *Limited Liability Company* holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the *Limited Liability Company* is in good standing in Michigan as of this date and is duly authorized to transact in this state any business that a domestic *Limited Liability Company* formed under this act may lawfully transact, except as limited by statements in its *Application for Certificate of Authority* or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by Facsimile Transmission
1402352

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 28th day of July, 2016

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

Attachment C

Certificate of Authority from the Public Service Commission (PSC)



- [ITSP \(/ITSPHome\)](#)
- [Glossary \(/ITSPGlossary\)](#)
- [Help \(/ITSPHelp\)](#)
- [Search \(/SearchRegisteredProviders\)](#) < Back to Registered Companies
- [My Account \(/ProviderRegistration\)](#)

Company Contact Information

MI.gov
(<http://www.micl>)

These companies have registered with the Michigan Public Service Commission (MPSC) per Commission Order U-11900 and Sec. 211a of the Michigan Telecommunications Act (MTA)

Company Contact:	<p>Fiber Technologies Networks, L.L.C. Fernanda H. Biehl Senior Director - Regulatory Affairs Lighttower 196 Van Buren Street Suite 250 Herndon, Virginia 20170, United States Phone: (703) 434-8533 Fax: (703) 434-8510 Email: fbiehl@lighttower.com (mailto:fbiehl@lighttower.com) Website: http://www.lighttower.com (http://www.lighttower.com)</p>
Customer Contact:	<p>Julie S. Adams Lighttower 196 Van Buren Street Suite 250 Herndon, Virginia 20170, United States Phone: (585) 697-5114 Fax: (703) 434-8510 Email: jsadams@lighttower.com (mailto:jsadams@lighttower.com)</p>
DBA:	
Registered as:	Competitive Access Provider (CAP)

Michigan.gov (<http://www.michigan.gov/>) : MPSC Home (<http://www.michigan.gov/mpsc/>) ITSP (/ITSPHome) : State Web Sites (<http://www.michigan.gov/statewebsites>)

Policies (<http://www.michigan.gov/mpsc/0,4639,7-159-281460-,00.html>) : Michigan News (<http://www.michigan.gov/minewswire>) : Michigan.gov Survey (<http://www.michigan.gov/misurvey>)

Copyright © 2015 State of Michigan

Attachment D

Proposed Network Route Maps

Attachment D

Proposed Network Route Maps
UNDER CONFIDENTIAL COVER

Attachment E

Certificate of Liability Insurance and Worker's Compensation



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377 882520-FIBER-GAWXL-15-16	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER C : Chubb Custom Insurance Company</td> <td>38989</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : Great Northern Insurance Company	20303	INSURER C : Chubb Custom Insurance Company	38989	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Fibertech Holdings Corp. 300 Meridian Centre, Suite 200 Rochester, NY 14618															

COVERAGES	CERTIFICATE NUMBER: NYC-008544168-02	REVISION NUMBER: 3
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		36012542	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 50,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73581335	12/01/2015	12/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll. Deductible \$ 1,000/1,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		79837090	12/01/2015	12/01/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A		71736548	12/01/2015	12/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIABILITY		SF14ECP300813IV	11/25/2015	11/25/2016	Limit 500,000 Deductible 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Michigan METRO Act
Charter Township of Brighton is included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Charter Township of Brighton 4363 Buno Road Brighton, MI 48114	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
--	--

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, INC.		NAMED INSURED Fibertech Holdings Corp. 300 Meridian Centre, Suite 200 Rochester, NY 14618	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

ADDITIONAL NAMED INSURED:

- Fibertech Networks, LLC
- Fiber Technologies Networks LLC
- Fiber Technologies New York Networks, Inc.
- Fibertech Facilities Corp.

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

The General Liability policy includes Completed Operations and XCU coverages.

Certificate Holder is named as an additional insured (except workers' compensation) where required by written contract.

Company: LTSB
Vendor: CHARTE008 Charter Township of Brighton

Check Date: 9/2/2016

Check Number: 30005256

Ref Nbr	Inv Nbr	Account	Inv Date	Invoice Amount	Amount Paid	Net Check Amt
00281569	349991CR		09/02/2016	500.00	500.00	500.00



ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER



300 Meridian Centre Blvd
Rochester, NY 14618

Five Hundred and 00/100 Dollars



10-4/220

30005256

30005256

DATE

AMOUNT

9/2/2016

\$*****500.00

PAY TO THE ORDER OF Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114

AUTHORIZED SIGNATURE

MP
SAFE GUARD SECURE
SAFE GUARD SECURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈ 30005256 ⑆ ⑆ 022000046 ⑆

8890145223 ⑆

**METRO Act Permit
Bilateral Form
Revised 12/06/02**

**RIGHT-OF-WAY
TELECOMMUNICATIONS PERMIT**

TERMS AND CONDITIONS

1 Definitions

- 1.1 Company shall mean Fiber Technologies Networks, L.L.C. organized under the laws of the State of New York whose address is 300 Meridian Centre, Rochester, New York 14618.
- 1.2 Effective Date shall mean the date set forth in Part 13.
- 1.3 Manager shall mean Municipality's [Mayor/Manager/Supervisor/Village President] or his or her designee.
- 1.4 METRO Act shall mean the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.5 Municipality shall mean Charter Township of Brighton, a Michigan municipal corporation.
- 1.6 Permit shall mean this document.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public right-of-way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunication Facilities or Facilities shall mean the Company's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify, or provide telecommunication services or signals. Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, 2-way communications device.
- 1.9 Term shall have the meaning set forth in Part 7.

2 Grant

- 2.1 Municipality hereby grants a permit under the METRO Act to Company for access to and ongoing use of the Public Right-of-Way to construct, install and maintain Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A on the terms set forth herein.
- 2.1.1 Exhibit A may be modified by written request by Company and approval by Manager.
- 2.1.2 Manager shall not unreasonably condition or deny any request for a modification of Exhibit A. Any decision of Manager on a request for a modification may be appealed by Company to Municipality's legislative body.
- 2.2 Overlapping. Company shall not allow the wires or any other facilities of a third party to be overlapped to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.
- 2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

- 3.1 Company Contacts. The names, addresses and the like for engineering and construction related information for Company and its Telecommunication Facilities are as follows:

The address, e-mail address, phone number and contact person (title or name) at Company's local office (in or near Municipality) is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.

- 3.1.1 If Company's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.

- 3.1.2 The name, title, address, e-mail address and telephone numbers of Company's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is Jean Miller, Director of NW Expansion, 585-568-8483, 300 Meridian Centre, Rochester, New York 14618, jmiller@lighttower.com.
- 3.1.3 The address, phone number and contact person (title or department) at Company's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is Mike Dziulko, 585-743-1723, Vice President Regional Operations NW, 300 Meridian Centre, Rochester, New York 14618, mdziulko@lighttower.com.
- 3.1.4 Company shall at all times provide Manager with the phone number at which a live representative of Company (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency. Network Operating Center: 1-800-497-5578.
- 3.1.5 The preceding information is accurate as of the Effective Date. Company shall notify Municipality in writing as set forth in Part 12 of any changes in the preceding information.
- 3.2 Route Maps. Within ninety (90) days after the substantial completion of construction of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).
- 3.3 As-Built Records. Company, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records, plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Company shall inform Municipality as soon as reasonably possible, of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Company, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Company's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Company, at its sole

expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Company shall do so within a reasonable time period. Municipality shall attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.

- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Company over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Company, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Company's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Company's option, better) condition as that which existed prior to the disturbance. In the event that Company, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Company shall pay the costs Municipality incurred for such repair.
- 4.4 Marking. Company shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Company's lines on alternate poles which shall state Company's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Company's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Company's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Company, shall be marked at its entrance into and exit from each manhole and handhole with Company's name and a toll-free telephone number.

- 4.5 Tree Trimming. Company may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Company shall dispose of all trimmed materials. Company shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Company shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Company's use, or the facilities of all users of the poles are required to go underground then Company shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Company may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Company shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Company shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").
- 4.7.1 The goals of such coordination shall be to encourage Company to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.
- 4.8 Compliance with Laws. Company shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Company shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Municipality shall not unreasonably delay or deny issuance of any such permits, licenses or approvals. Company shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and

the National Electric Code (latest edition). Company shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended. This section does not constitute a waiver of Company's right to challenge laws, statutes, ordinances, rules or regulations now in force or established in the future.

- 4.9 Street Vacation. If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Company's Facilities in the vacated Public Right-of-Way, Company shall, as a condition of this Permit, consent to the vacation and remove its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Company shall relocate its Facilities to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards.
- 4.10 Relocation. If Municipality requests Company to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Company shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality and Company mutually agree, applying reasonable engineering standards. The work shall be completed within a reasonable time period.
- 4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Company if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality shall attempt to provide notice to Company. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods, fire, accidents, explosions, water main breaks, hazardous material spills, etc. Company shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.
- 4.12 Miss Dig. If eligible to join, Company shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to Act 53 of the Public Acts of 1974, as amended, MCL § 460.701 et seq., and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.
- 4.13 Underground Relocation. If Company has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Company shall relocate its Facilities underground in the same location at Company's sole cost and expense.

- 4.14 Identification. All personnel of Company and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Company's name, their name and photograph. Company shall account for all identification cards at all times. Every service vehicle of Company and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Company's name and telephone number.

5 Indemnification

- 5.1 Indemnity. Company shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Company, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Company's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Company, its officers, agents, employees, contractors, successors and assigns.
- 5.2 Notice, Cooperation. Municipality shall notify Company promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality shall cooperate with Company in every reasonable way to facilitate the defense of any such claim. Municipality shall consult with Company respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.
- 5.3 Settlement. Municipality shall not settle any claim subject to indemnification under this Part 5 without the advance written consent of Company, which consent shall not be unreasonably withheld. Company shall have the right to defend or settle, at its own expense, any claim against Municipality for which Company is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Company shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Company may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.

- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
 - 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
 - 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
 - 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
 - 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or (when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.
- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Company shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.

- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Company shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Company's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Company, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Company's policies).
- 6.6 Insurance Primary. Company's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Company's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7 Term

- 7.1 Term. The term ("Term") of this Permit shall be until the earlier of:
- 7.1.1 Fifteen years (15) from the Effective Date; provided, however, that following such initial term there shall be three subsequent renewal terms of five (5) years. Each renewal term shall be automatic unless Municipality notifies Company in writing, at least twelve (12) months prior to the end of any term then in effect, that due to changed circumstances a need exists to negotiate the subsequent renewal with Company. Municipality shall not unreasonably deny a renewal term; or
- 7.1.2 When the Telecommunication Facilities have not been used to provide telecommunications services for a period of one hundred and eighty (180) days by the Company or a successor of an assign of the Company; or
- 7.1.3 When Company, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Company or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Effective Date if prior thereto Company has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Effective Date if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance Bond or Letter of Credit

8.1 Municipal Requirement. Municipality may require Company to post a bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)].

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

10.1 Removal; Underground. As soon as practicable after the Term, Company or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Company shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Company's sole cost and expense.

10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.

10.2 Removal; Above Ground. As soon as practicable after the Term, Company, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of

its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, and lines attached to or suspended from poles.

- 10.3 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Company as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Company may assign or transfer its rights under this Permit, or the persons or entities controlling Company may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Company's business, or by other means, subject to the following:
 - 11.1 No such transfer or assignment or change in the control of Company shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Effective Date until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
 - 11.2 After the completion of such construction, Company must provide notice to Municipality of such transfer, assignment or change in control no later than thirty (30) days after such occurrence; provided, however,
 - 11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and
 - 11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Company's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Company shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.
 - 11.3 Company may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

12.1.1 If to Municipality, _____
_____.

12.1.2 If to Company, to Judith Newkirk, Director of Access & Permitting,
300 Meridian Centre, Rochester, New York 14618.

12.2 Change of Address. Company and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 No Cable, OVS. This Permit does not authorize Company to provide commercial cable type services to the public, such as “cable service” or the services of an “open video system operator” (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573 and 47 CFR § 76.1500).

13.2 Duties. Company shall faithfully perform all duties required by this Permit.

13.3 Effective Date. This Permit shall become effective when issued by Municipality and Company has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acceptance of the Permit.

13.4 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].

13.5 Amendment. Except as set forth in Section 2.1 this Permit may be amended by the written agreement of Municipality and Company.

13.6 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Company and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.

13.7 Governing Law. This Permit shall be governed by the laws of the State of Michigan.

[Brighton Charter Township]

Attest:

By: _____
Clerk

By: _____
Its: _____
Date: _____

“Company accepts the Permit granted by Municipality upon the terms and conditions contained therein.”

By: Fiber Technologies Networks, L.L.C.

By: _____

Mike Dziulko

Its: Vice President Regional Operations NW

Date: _____

::ODMA\PCDOCS\GRR\759319\6

Exhibit A

**Public Right-of-Way to be used by Telecommunication Facilities
(See Attachment D of Application Form)**

Exhibit B

Bond

**Additional Maps depicting the
project**

(UNDER CONFIDENTIAL COVER)

**CHARTER TOWNSHIP OF BRIGHTON
LIVINGSTON COUNTY, MICHIGAN
TELECOMMUNICATIONS RIGHTS-OF-WAY RESOLUTION
APRIL 1, 2003**

WHEREAS, the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, Act No. 48 of Public Acts of 2002 ("Metro Act") provides regulations governing the issuance of permits by Township ("Township") to telecommunication providers for their access to an ongoing use of the public rights-of-way within the Township; and

WHEREAS, telecommunication providers using or seeking to use the public rights-of-way within the Township for their telecommunication facilities are required by the Metro Act to obtain a permit from the Township and pay all required fees; and

WHEREAS, the Metro Act generally requires telecommunication providers to pay the Metropolitan Extension Telecommunications Rights-of-Way Oversight Authority ("Authority") an annual fee; and

WHEREAS, the annual fees collected by the Authority are to be distributed to cities, villages and townships with the Township receiving from the Authority its share as allocated under the Metro Act; and

WHEREAS, the Township must comply with the Metro Act in order to be eligible to receive its allocated share of the annual fees collected by the Authority.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

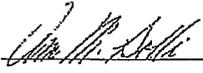
1. Effective April 1, 2003, the Township will comply with the Metro Act.
2. The Township Clerk is directed to send a copy of this Resolution to SBC Ameritech, AT & T, Comcast and any other telecommunication providers using the public rights-of-way within the Township.
3. All Resolutions or portions of Resolutions in conflict herewith are hereby repealed.

Motion was made by A. Bollin, and supported by B. Prine, to adopt the foregoing resolution.

Upon roll call vote the following voted "aye": M. Sullivan, M. Slaton, G. Harmon, J. Rogers, A. Bollin, B. Prine, K. Wilkinson
The following voted "nay": None
The Supervisor declared the motion passed unanimously and the Resolution duly adopted.

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted at a meeting of the Township Board held at 7:30 P.M. on April 1, 2003 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 PA 267; that a quorum of the Board was present and voted in favor of said Resolution; and that minutes of said meeting were kept and will be or have been made available as required by said Open Meetings Act.

By: 
Its: Clerk

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 402 (page 1 of 1)
Effective Date: July 6, 2004
Policy Regarding: **METRO ACT**

Applications for permits under the Metropolitan Extension Telecommunications Rights-of-Way oversight Act (PA 48 of 2002) hereinafter referred to as the Metro Act shall be filed with the Township clerk.

The clerk shall provide copies of the application to the manager for review. The manager shall place the request along with a recommendation on the agenda for action by the Board.

The manager shall be responsible for notifying the applicant and the Metro Act office of the Public Service Commission of the board's action.

The manager shall also be responsible for making the information provided in the application available to the Township's water and sewer system operators, engineers and others who may have use for the material.

The treasurer's office will receipt the annual payments received through the Metro Act. The treasurer and the accountant shall institute a system of accounting procedures to accurately record the receipts and to capture the full costs incurred by the Township for right of way related purposes for which payments can be used.

The manager and the clerk's office (accountant) shall be responsible for preparing the annual report required by the Metro Act.

Manager

From: Rietberg, Dale R. <drrietberg@varnumlaw.com>
Sent: Friday, October 07, 2016 3:24 PM
To: Manager
Cc: Pestle, John W.
Subject: RE: Fibertech METRO Act application

Hi Brian,

I've reviewed Fibertech's application and the proposed METRO Act permit, and all looks fine **except** for the following items:

1. Need to circle "Manager" in Section 1.3 of the permit.
2. Need to insert information for notice purposes in Section 12.1.1 of the permit.
3. Need to confirm that the insurance coverage includes the required XCU coverage (it's not clear from the insurance certificate itself).
4. May need to clarify the route map – I couldn't tell from my copy exactly where the intended route is supposed to run (there were no street names or other identifiers).
5. Perhaps most importantly, we'll want to clarify that, while the permit will cover the conduit in the public right of way, it **does not** grant permission for Fibertech's future DAS poles and antennas, for which separate municipal approval will be required.

Would you like us to follow up with Fibertech on these matters?

Best,

Dale

Dale R. Rietberg
Direct: (616) 336-6587



Varnum LLP
333 Bridge Street NW
Grand Rapids, Michigan 49504

Main: (616) 336-6000
Fax: (616) 336-7000
www.varnumlaw.com

CONFIDENTIAL

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is only for viewing and use of the intended recipients. If you are not an intended recipient, you are hereby notified that any use, disclosure, or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender at (616) 336-6000

AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager.

AGENDA TOPIC: Renewal of Video Service Local Franchise Agreement for AT&T Michigan

EXPLANATION OF TOPIC: Brighton Township entered into a Video Service Local Franchise Agreement with AT&T Michigan back in October of 2007. AT&T has contacted us seeking a renewal of that franchise agreement. The renewal agreement was forwarded to Varnum LLP for their review. Their comments are attached.

You may recall that the legislature took away nearly all control of negotiations from local municipalities by creating the standardized agreement. As with the original agreement, this will be a ten year agreement.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Renewal Agreement – Cover Letter Dated September 28, 2016
- Original Agreement – Cover Letter dated September 18, 2007
- Varnum LLC review correspondence dated October 10, 2016
- Proposed Resolution

RECOMMENDATION: Approve the Franchise agreement with AT&T as presented.

SUGGESTED MOTION: moved by, _____ seconded by, _____ to approve the resolution renewing the franchise agreement with AT&T and empowering the Manager to complete and send the franchise agreement to AT&T as presented.

ROLL CALL VOTE REQUIRED? Yes.



RECEIVED

SEP 28 2016

CLERK'S OFFICE

Jim Murray
President
AT&T Michigan
221 N. Washington Square
Lansing, MI 48833
Office: (517) 334-3400
Fax: (517) 334-3429

September 28, 2016

Via UPS Overnight Delivery

Ann Bollin
Clerk of the Charter Township of Brighton
4363 Buno Road
Brighton, Michigan 48114

Re: Renewed Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Bollin:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") and the April 16, 2009 Order of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Renewed Agreement") by and between the Charter Township of Brighton, a Michigan municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The enclosed Renewed Agreement will have the effect of continuing in place the current terms and conditions in the Uniform Video Service Local Franchise Agreement between AT&T and Charter Township of Brighton dated October 1, 2007 ("Initial Agreement").

The enclosed filing includes the standard form agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf In the Initial Agreement AT&T pays a video service provider fee of 5% and a PEG Fee of 2%. The same fees are included in the Renewed Agreement.

Attachment 1 to the Renewed Agreement contains Confidential Information. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Renewed Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed the "Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth in Confidential Attachment A, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION").

Pursuant to Section XIII of the Renewed Agreement, Section 11 of Act 480, and the Commission's Instructions, the Charter Township of Brighton as the Franchising Entity receiving the information so

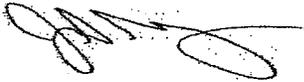
Ms. Ann Bollin
September 28, 2016
Page 2

designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

The Charter Township of Brighton has 15 business days beginning on September 29, 2016 within which to notify AT&T if the Renewed Agreement is complete. If the Charter Township of Brighton does not notify AT&T regarding the completeness of the Renewed Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Renewed Agreement shall be deemed complete. Any notice by the Charter Township of Brighton regarding the completeness of the Renewed Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Renewed Agreement.

AT&T has a proud history and tradition of providing service in the Charter Township of Brighton and we look forward to continuing to provide video service.

If there are any questions concerning the enclosed filing, please contact Yvette Collins, Director, External Affairs at 313-496-8162.



Jim Murray
President
AT&T Michigan

Attachments

cc: Brian Norman, AT&T External Affairs Manager

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Charter Township of Brighton, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
 - F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
 - G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
 - H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
 - I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
 - J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
 - K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

- particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.
- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
 - E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
 - F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
 - G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount _____) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 2 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Charter Township of Brighton:

4363 Buno Road
Brighton, Michigan 48114
Attn: Township Clerk
Fax No.: 810.229.1778

444 Michigan Avenue
Room 1670
Detroit, Michigan 48226
Attn: Yvette Collins, Director – External Affairs
Fax No.: 313.496.9332

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Charter Township of Brighton, a Michigan Municipal Corporation

By

Print Name

Title

Address

City, State, Zip

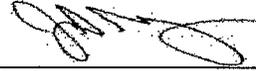
Phone

Fax

Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By



Print Name

Jim Murray

Title

President

Address

221 North Washington Square

City, State, Zip

Lansing, Michigan 49833

Phone

517.334.3400

Fax

517.334.3429

Email

m42325@att.com

FRANCHISE AGREEMENT

(Franchising Entity to Complete)

Date submitted:

Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: September 28, 2016		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Jim Murray
Title(s): President

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Yvette Collins or her designee(s)		
Title: Director - External Affairs		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Charter Township of Brighton, and such boundaries are overlaid onto a map with the municipal boundaries of the Charter Township of Brighton.
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[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

For All Applications:

Verification
(Provider)

I, Jim Murray, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Jim Murray, President	
Signature: 	Date: September 28, 2016

(Franchising Entity)

Charter Township of Brighton, a Michigan municipal corporation

By

Print Name

Title

Address

City, State, Zip

Phone

Fax

Email

Date



Gail Torreano
President - AT&T Michigan

444 Michigan Ave.
Room 1700
Detroit, MI 48226
Office: (313) 223-7171
Fax: (313) 223-9008

September 18, 2007

RECEIVED

SEP 18 2007

CLERK'S OFFICE

Via UPS Overnight Delivery

To: Ann Bollin
Clerk of the Township of Brighton
4363 Buno Road
Brighton, Michigan 48114

Re: Video Service Local Franchise Agreement for AT&T Michigan

Dear Ms. Bollin:

Pursuant to Section 3 of 2006 Public Act 480, MCL 484.3303 ("Act 480") and the January 30, 2007 Order ("Order") of the Michigan Public Service Commission ("Commission"), in Case No. U-15169, Michigan Bell Telephone Co. doing business as AT&T Michigan ("AT&T"), hereby files the enclosed Uniform Video Service Local Franchise Agreement ("Agreement") by and between the Township of Brighton, a Michigan Municipal corporation (the "Franchising Entity") and AT&T (the "Provider"). The Commission's Order and Instructions may be found at the following Commission web link: http://www.cis.state.mi.us/mpsc/orders/comm/2007/u-15169_01-30-2007.pdf

The enclosed filing includes the standard form Agreement approved by and required for use by the Commission, and it has been completed in accordance with the Commission's Instructions issued in the Order. AT&T has obtained certain information from the publicly available cable franchise agreement between the Township of Brighton and the incumbent cable service provider, Comcast Corporation, which is to be inserted into the Agreement by the Township of Brighton pursuant to the Commission's Instructions. It is AT&T's understanding that there is an annual franchise fee of 5% of gross revenues paid by Comcast Corporation which is to be inserted by the Township of Brighton into Section "VI. Fees" of the Agreement. Similarly, if there is an ongoing, annual PEG support fee, such PEG support fee is to be inserted in Section "VIII. PEG Fees". Please insert into Section "VIII. PEG Fees" of the AT&T Agreement what the Township of Brighton asserts is the appropriate PEG support fee pursuant to Section 6 (8) of Act 480. On May 3, 2007, the Michigan Public Service Commission noted at page 3 of its Order Establishing An Expedited Hearing And Directing The City Of Southfield To Show Cause in Case No. U-15281, that it is the Franchising Entity's responsibility to fill in the applicable franchise fee and PEG fee.

The submission also includes Attachment 1 to the Agreement. Pursuant to Section 11 of Act 480, Section "XIII. Confidentiality" of the Agreement, and page 1 of the Instructions for Uniform Video Service Agreement issued in the Order, AT&T has deemed both the "Video Service Area Footprint" and "the date on which AT&T expects to begin to provide video services in part of the Video Service Area Footprint" as Confidential Information. The Confidential Information for Attachment 1 has been set forth

in Confidential Attachments A and B respectively, and has been placed in a separate, sealed envelope and clearly identified by the label of the envelope as follows:

(AT&T Michigan "CONFIDENTIAL INFORMATION")

Pursuant to Section XIII of the Agreement, Section 11 of Act 480, and the Commission's Instructions, the Township of Brighton as the Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a Freedom of Information Act ("FOIA") request made under MCL 15.231 to 15.246, and (c) make the information available only to and for use only by such local officials as are necessary to approve the Agreement or perform any other task for which the information is submitted.

It is important to note that AT&T's map demonstrates the exact footprint within which AT&T intends to offer video services and thus is consistent in full with the purpose for which it is prepared. AT&T's "video service area footprint" map complies with Section 2(3)(e) of Act 480. Section 2(3)(e) provides that a uniform video service local franchise agreement include "an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

AT&T's video service area footprint map is prepared using digital geographic data created by AT&T's Geographic Information System (GIS) application. GIS-mapping systems use software to combine multiple "layers" of information to create maps tailored for specific purposes, such as demonstrating the precise area in which AT&T intends to offer video services. Maps created using AT&T's GIS-mapping system meet or exceed all pertinent national map accuracy standards.

AT&T's GIS-created maps are created using the latest GIS-mapping technology. GIS-mapping systems are comprised of individual map elements, which are "intelligent" in the sense that each individual map element contains an encoded database record that includes a unique identifier attribute and spatial coordinate attributes for each individual map element (such as longitude and latitude). AT&T's GIS-mapping application uses wire center boundaries hand-digitized by AT&T, which are highly accurate for all map preparation purposes.

AT&T's GIS-mapping application uses data sources that have latitude and longitude coordinates embedded in and associated with all the points, lines and boundaries on all state and municipality maps used by AT&T, to create the video service area footprint maps. Those portions of the AT&T wire centers which are outside the boundaries of the Township of Brighton are not included in the map.

AT&T's GIS-mapping application uses geographic data from several sources. For example, AT&T secures landbase data, including city and state boundaries, from TeleAtlas, which is recognized as a leader in GIS data and is the foremost provider of GIS application data in North America. Data and maps received from TeleAtlas are specifically-designed to comply with all national map accuracy standards.

In sum, AT&T's map complies with the requirements of Section 3(3)(e) of Act 480 and includes

"an exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards."

The Township of Brighton has 15 business days beginning on September 19, 2007 within which to notify AT&T if the Agreement is complete. If the Township of Brighton does not notify AT&T regarding the completeness of the Agreement within this 15 business day period, pursuant to Section 3(3) of Act 480, the Agreement shall be deemed complete. Any notice by the Township of Brighton regarding the completeness of the Agreement must comply with Section 3(2) of Act 480 and must be sent by facsimile to each of the representatives of AT&T identified in Section "XV. Notices" of the enclosed Agreement.

AT&T has a proud history and tradition of providing home phone service for many decades to residents in the geographic area now located in the Township of Brighton. Now, with the ability to provide wireline, wireless, Internet and video services, we are looking forward to serving them in new ways and becoming the Township of Brighton's complete communications and entertainment provider.

If there are any questions concerning the enclosed filing, please contact Susan Frentz, Executive Director, Regulatory at 313-496-8162.

Mail F. Torcano

Attachments

cc: David Murphy, Township Manager (Public Version Only)
Brian Norman, AT&T External Affairs Manager

SEP 18 2007

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

CLERK'S OFFICE

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the Township of Brighton, a Michigan municipal corporation (the "Franchising Entity"), and Michigan Bell Telephone Company, a Michigan corporation doing business as AT&T Michigan.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that term as defined in 47 USC 522(5).
- B. "Cable Service" means that term as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees; insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
 - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - * 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \$25,000.00) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is _____% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is _____% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

* = 2% of gross revenues up to a total of twenty-five thousand dollars (\$25,000.00)

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10(3) of the Act**.
- C. Each Provider shall notify its customers of the dispute resolution process required under **Section 10 of the Act**.
- D. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

If to the Provider:
(must provide street address)

Township of Brighton:

4363 Buno Road

444 Michigan Avenue

Brighton, Michigan 48114

Room 1670

Detroit, Michigan 48226

Attn: Township Clerk and Township Manager

Attn: Susan Frentz, Executive Director - Regulatory

Fax No.: Township Clerk: 810.221.5080

Fax No.: 313.496.9332

Township Manager: 810.229.1778

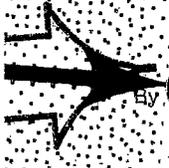
Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

- A. **Governing Law.** This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. **The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.**
- C. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. **Power to Enter.** Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. **The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Township of Brighton, a Michigan Municipal Corporation



By *David M. Murphy*

David M. Murphy
Print Name
Township Manager
Title
4363 Buno Rd.
Address
Brighton, MI 48114
City, State, Zip
810-229-0550
Phone
810-229-1778
Phone
manager@brightontwp.com
Fax
Email

Michigan Bell Telephone Company, a Michigan Corporation, doing business as AT&T Michigan

By *Gail F. Torreano*
Print Name
Gail F. Torreano
Title
President
Address
444 Michigan Avenue, Room 1700
City, State, Zip
Detroit, Michigan 48226
Phone
313.223.7171
Fax
313.223.9008
Email
m42325@att.com

FRANCHISE AGREEMENT
(Franchising Entity to Complete)

Date submitted: *9-18-07*
Date completed and approved: *10-1-07*

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: September 18, 2007		
Applicant's Name: Michigan Bell Telephone Company d/b/a AT&T Michigan		
Address 1: 444 Michigan Avenue		
Address 2: Room 1670		Phone: 313.496.8162
City: Detroit	State: Michigan	Zip: 48226
Federal I.D. No. (FEIN): 38-0823930		

Company executive officers:

Name(s): Gail F. Torreano; Robin M. Gleason
Title(s): President; Vice President - Regulatory

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Susan Frentz or her designee(s)		
Title: Executive Director - Regulatory		
Address: 444 Michigan Avenue, Room 1670, Detroit, Michigan 48226		
Phone: 313.496.8162	Fax: 313.496.9332	Email: m42325@att.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

Michigan Bell Telephone Company d/b/a AT&T Michigan CONFIDENTIAL INFORMATION
SEE ATTACHED CONFIDENTIAL MAP LABELED AS ATTACHMENT A
The Video Service Area Footprint is set forth in a map, attached as Confidential Attachment A, which is created using Expanded Geographic Information System (EGIS) software and thus, meets the requirements of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint in terms of AT&T wire centers or exchanges serving the Township of Brighton, and such boundaries are overlaid onto a map with the municipal boundaries of the Township of Brighton.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: See Attachment B

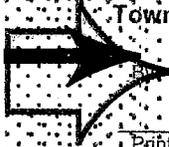
For All Applications:

**Verification
(Provider)**

I, Gail F. Torreano, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Gail F. Torreano, President	
Signature: <i>Gail F. Torreano</i>	Date: September 18, 2007

(Franchising Entity)

 Township of Brighton, a Michigan municipal corporation

David M. Murphy
David M. Murphy

Print Name

Manager

Title

4363 Buno Rd.

Address

Brighton MI 48114

City, State, Zip

810-229-0550

Phone

810-229-1778

Phone

Fax

manager@brightontwp.com

Email

October 3, 2007

Date

Manager

From: Manager
Sent: Tuesday, October 11, 2016 10:50 AM
To: Manager
Subject: FW: At&T Franchise Renewal Request

From: Lundgren, Timothy J. [<mailto:tjlundgren@varnumlaw.com>]
Sent: Monday, October 10, 2016 8:08 PM
To: Manager; Pestle, John W.
Subject: RE: At&T Franchise Renewal Request

Brian,

I've looked over the application from AT&T and it appears to be acceptable. It has a 5% franchise fee, and a 2% PEG fee. According to our files, the current franchise w/ AT&T has a 5% franchise fee and a \$25,000 grant. This makes it consistent with Comcast's franchise, which also has a \$25,000 PEG fee grant. However, the maximum amount that can be charged is 2%, and AT&T has long favored the use of percentages of gross revenues rather than a set monetary grant, so setting it at 2% is probably the maximum the Township can legally require in any event.

The rest of the terms are consistent with the standard state Uniform Franchise form.

Feel free to give me a call if you have any questions about this. My direct line is 616-336-6750.

Tim L.

Tim Lundgren
Partner
Direct: (616) 336-6750
Cell: (616) 915-3726



Varnum LLP
333 Bridge Street NW
Grand Rapids, Michigan
49504
Main: (616) 336-6000
Fax: (616) 336-7000
www.varnumlaw.com

201 N. Washington Square,
Suite 910
Lansing, Michigan, 48933
Main: (517) 482-6237
Fax: (517) 482-6937



CONFIDENTIAL

The information contained in this communication is confidential, may be attorney-client privileged, may constitute inside information, and is only for viewing and use of the intended recipients. If you are not an intended recipient, you are hereby notified that any use, disclosure, or copying is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender at (616) 336-6000

RESOLUTION AUTHORIZING FRANCHISE

WHEREAS, Public Act 480 of 2006 (the Uniform Video Services Local Franchise Act, hereafter the "Act") requires video service providers to obtain a franchise from a municipality by means of a Uniform Video Service Local Franchise Agreement ("Uniform Franchise"); and

WHEREAS, the Michigan Public Service Commission ("MPSC") on January 30, 2007 issued an order ("Order") that provided a Uniform Franchise form; and

WHEREAS, the Charter Township of Brighton ("Municipality") wishes to authorize the approval of a video service franchise with Michigan Bell Telephone Company, a Michigan Corporation, d/b/a AT&T Michigan ("AT&T") with certain fees pursuant to the Act; and

WHEREAS, Comcast of the South, Inc. ("Comcast") was the incumbent video provider with the largest number of subscribers in Municipality on January 1, 2007 and Municipality wishes to memorialize the number of public, educational and governmental ("PEG") access channels in actual use on that incumbent video provider's system in Municipality on the effective date of the Act, January 1, 2007; and

WHEREAS, on October 3, 2007, Municipality granted a ten (10) year Uniform Franchise to AT&T; and

WHEREAS, Municipality does not intend that by approving a Uniform Franchise that it shall be waiving rights, nor does it understand that the Act or the MPSC Order so requires.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Municipality authorizes the approval of a new video service franchise with Michigan Bell Telephone Company d/b/a AT&T Michigan (a video service provider) and establishes video service provider fees as set forth below and pursuant to the process established by the Act, which allows video service providers to obtain a franchise from Municipality by means of a Uniform Franchise; and

BE IT FURTHER RESOLVED that it is hereby memorialized that there were two (2) PEG access channels in actual use on the incumbent video provider's system in Municipality on the effective date of the Act, January 1, 2007; and

BE IT FURTHER RESOLVED that pursuant to its authority under the Act, the Municipality hereby authorizes the approval of the Uniform Video Service Local Franchise Agreement submitted to the Municipality by AT&T on or about September 28, 2016 with an annual video service provider fee, sometimes called a franchise fee, of five percent (5%) of gross revenues in Section VI.A.ii of such Agreement, and with a PEG fee of two percent (2%) of gross revenues in Section VIII.A.2, which fees are hereby established in accordance with the Act for video service providers; and

BE IT FURTHER RESOLVED that the approval of AT&T's Uniform Video Service Local Franchise Agreement and the signature of representatives of Municipality on it shall not be construed or understood to be a waiver by Municipality of its police powers; rights it may possess under, or authority it may possess under, the Act, Michigan law, the Michigan

constitution, or federal law; or its right to challenge or modify a Uniform Franchise if the Act in whole or in part is amended by the legislature or overturned by the courts; and

BE IT FURTHER RESOLVED that the Manager is hereby authorized and directed in accordance with this Resolution to sign three copies of the AT&T Uniform Local Franchise Agreement on page 9 and on page 2 of Attachment 1 thereof, and Municipality's Clerk is authorized and directed to retain one copy and to send fully signed copies to the following:

AT&T Michigan
Attn: Ms. Yvette Collins, Director – External Affairs
444 Michigan Avenue
Room 1670
Detroit, MI 48226

Mr. Tim Lundgren, Special Counsel
Varnum Riddering Schmidt & Howlett LLP
P. O. Box 352
Grand Rapids, MI 49501-0352

BE IT FINALLY RESOLVED that the Manager, Municipality's Clerk, Municipality's Attorney, Municipality's Special Counsel and other of Municipality's officials are hereby authorized and directed to take all actions necessary to place the AT&T Uniform Local Franchise Agreement into effect in accordance with this resolution.

MINUTES

CHARTER TOWNSHIP OF BRIGHTON
ZONING BOARD OF APPEALS
4363 BUNO ROAD
BRIGHTON, MI 48114

JUNE 22, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0562

Chairperson F. Grapentien called the meeting to order at 7:00 P.M. The Pledge of Allegiance was said.
Present: F. Grapentien, J. Dorset, D. Hawk, J. Cogley, J. Gibbons, J. McKeon
Absent: R. Doughty

CALL TO THE PUBLIC
None

AGENDA
F. Grapentien moved and D. Hawk seconded **to approve the agenda as amended adding a tribute to Ron Doughty.**
Motion carried.

MINUTES
J. Dorset moved and J. McKeon seconded **to approve the April 27, 2016 regular meeting minutes as presented.**
Motion carried (F. Grapentien abstained).

BUSINESS
TRIBUTE TO RON DOUGHTY
F. Grapentien spoke about Ron Doughty, a long time member of the Planning Commission and ZBA, and his wife Cathy Doughty, a long time Township Trustee.

ZBA APPLICATION # 16/06; LOCATION: 9404 EDWARD DRIVE; TAX ID # 12-20-202-016; OWNER AND APPLICANT: MAUREEN HILL; ZONING: R-2 (RESIDENTIAL SINGLE FAMILY)
a. Addition to Non-Conforming Buildings and Lots, a variance from Zoning Ordinance *Article 21, Sec. 's 21-04 and 21-05*
b. Side Yard Setback Variance, a variance from Zoning Ordinance *Article 3, Sec. 3-03, District Regulations*

Applicant Representative Terry Adams, builder, summarized the variance request for the addition of an attached garage stating that a twenty (20) ft. by twenty-four (24) ft. attached garage is planned. Maureen Hill, Owner, bought the home and it had non-conforming setbacks on the north and south sides and most of the garage had been converted without permits into living space. Therefore, essentially no garage exists. A six (6) ft. variance to allow an attached garage to be located six (6) ft. versus the required twelve (12) ft. setback on the northerly side is proposed. He explained that there is no other location for an attached garage due to well and septic locations and underground utility line placement.

PUBLIC HEARING
The public hearing opened at 7:20 p.m.
None.
The public hearing closed at 7:20 p.m.

J. Dorset moved and J. Gibbons seconded **to approve a variance from Zoning Ordinance Article 21, Sec.'s 21-04 and 21-05 to allow an attached garage to be constructed on a non-conforming building for ZBA Application # 16/06; Location: 9404 Edward; Tax ID # 12-20-202-016; Owner and Applicant: Maureen Hill, for the following reasons: based on the Township Planner's report dated May 27, 2016 there is a practical difficulty to not allow the variance request and substantial justice to allow the variance request;**

the variance does not affect public safety or welfare; there is no negative impact on the neighborhood; the impact is positive; and there are extraordinary circumstances.

Ayes: F. Grapentien, J. Dorset, D. Hawk, J. Gibbons, J. McKeon

Nays: J. Cogley

Motion carried.

J. Dorset moved and J. Gibbons seconded to approve a variance from Zoning Ordinance *Article 3, Sec. 3-03* for ZBA Application # 16/06; Location: 9404 Edward; Tax ID # 12-20-202-016; Owner and Applicant: Maureen Hill, to allow an attached garage to be located six (6) ft. from the northerly side yard setback for the following reasons: based on the Township Planner's report dated May 27, 2016 there is a practical difficulty to not allow the variance request and substantial justice to allow the variance request; the variance does not affect public safety or welfare; there is no negative impact on the neighborhood; the impact is positive; and there are extraordinary circumstances.

Motion carried.

REPORTS AND CORRESPONDENCE

D. Hawk - Township Board update.

F. Grapentien - Woodland Lake update: goose round-up.

CALL TO THE PUBLIC

None.

J. Cogley moved and J. Dorset seconded to adjourn.

Motion carried.

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Frank Grapentien, Chairperson

John Gibbons, Secretary

Kelly Mathews, Recording Secretary

Ann M. Bollin, CMC, CMMC, Clerk

BRIGHTON TOWNSHIP TREASURER'S REPORT
CASH AND INVESTMENTS/JULY 2016

<u>FUND</u>	<u>ACCOUNT</u>	<u>BANK</u>	<u>JULY ENDING BALANCE</u>
101	General Fund	Key	\$4,346,487.26
101	General Fund	Key	\$1,000,000.00
101	Payroll Account	Key	\$11,319.98
101	EFT	Key	\$100.03
101	General Fund	Level One	\$205,501.47
101	C.C.A.	Level One	\$821,934.07
101	Water Improv	Level One	\$242,199.05
101	General Fund	First National	\$250,000.00
101	Basic HRA	First National	\$8,848.08
101	General Fund	MBIA	\$105,735.10
101	General Fund	State	\$249,093.51
208	Parks Fund	Level One	\$615,334.71
208	Parks Fund	Flagstar	\$263,288.61
209	Cemetery Fund	Level One	\$71,086.63
212	Liquor Law	Level One	\$41,216.14
249	Building Dept	Key	\$4,850.39
257	Budget Stab	Level One	\$5,827.09
257	Budget Stab	MBS	\$270,666.90
405	Municipal Water	Level One	\$773,551.02
589	Sewer Reserve	Level One	\$759,062.02
590	Sewer 2000	Key	\$431,616.33
592	Sewer Cap Debt	Level One	\$3,395,976.58
593	Spencer Sewer	Level One	\$178,541.26
701	Dog Account	Key	\$375.17
701	Compliance Deposit	Key	\$1,000.33
701	Trust & Agency	Key	\$442.62
701	Bldg Perform Bond	Level One	\$58,288.00
702	Pathway	Level One	\$150,469.99
703	Current Tax	Key	\$898,372.69
792	Future Rd Main	Level One	\$1,284,913.24
792	Future Roads	Level One	\$2,353,846.65
793	BT Lake Trust Escrow	Key	\$52,228.22
793	Sewer Escrow	Level One	\$192,086.16
793	BT Escrow Natural Ag	First Merit	\$175,318.52
812	Road Main	Level One	\$29,139.37
814	Roads Project	Level One	\$63,276.95
871	Refuse Sani	Level One	\$40,872.73
880	Aquatics	Level One	\$104,107.37

RECEIVED

OCT 10 2016

CLERK'S OFFICE

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/AUGUST 2016

FUND	ACCOUNT	BANK	AUGUST ENDING BALANCE
101	General Fund	Key	\$3,975,959.98
101	General Fund	Key	\$1,000,000.00
101	Payroll Account	Key	\$40,225.38
101	EFT	Key	\$100.04
101	General Fund	Level One	\$205,566.51
101	C.C.A.	Level One	\$822,561.40
101	Water Improv	Level One	\$242,275.70
101	General Fund	First National	\$250,000.00
101	Basic HRA	First National	\$8,848.08
101	General Fund	MBIA	\$105,789.43
101	General Fund	Private	\$500,412.50
101	General Fund	State	\$249,723.72
208	Parks Fund	Level One	\$615,529.46
208	Parks Fund	Flagstar	\$263,400.11
209	Cemetery Fund	Level One	\$71,109.13
212	Liquor Law	Level One	\$40,442.71
249	Building Dept	Key	\$4,850.80
257	Budget Stab	Level One	\$5,828.93
257	Budget Stab	MBS	\$270,623.70
405	Municipal Water	Level One	\$773,973.10
589	Sewer Reserve	Level One	\$759,302.25
590	Sewer 2000	Key	\$517,999.35
592	Sewer Cap Debt	Level One	\$3,473,740.76
593	Spencer Sewer	Level One	\$178,597.77
701	Dog Account	Key	\$525.20
701	Compliance Deposit	Key	\$1,000.42
701	Trust & Agency	Key	\$451.74
701	Bldg Perform Bond	Level One	\$68,288.00
702	Pathway	Level One	\$150,517.61
703	Current Tax	Key	\$3,694,698.30
792	Future Rd Main	Level One	\$1,285,319.90
792	Future Roads	Level One	\$2,354,591.61
793	BT Lake Trust Escrow	Key	\$51,632.62
793	Sewer Escrow	Level One	\$198,577.15
793	BT Escrow Natural Ag	First Merit	\$175,347.48
812	Road Main	Level One	\$29,148.59
814	Roads Project	Level One	\$63,296.98
871	Refuse Sani	Level One	\$36,688.66
880	Aquatics	Level One	\$99,841.42

OCT 10 2016

BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

June 2016



FIRE INSPECTION ACTIVITY - JUNE 2016

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	APRIL	2016	2015	
FIRE SAFETY INSPECTION	106	402	595	-32%
COMPLAINT INVESTIGATIONS	8	21	23	-9%
C of O INSPECTIONS	7	36	40	-10%
SPECIALTY & MISCELLANEOUS INSP.	4	37	51	-27%
RE-INSPECTIONS	55	352	475	-26%
NEW CONSTRUCTION INSPECTIONS	5	49	46	7%
GRAND TOTALS:	185	897	1230	-27%
VIOLATIONS CITED	165	418	1206	-65%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	2	7	14	-50%
PLANS REVIEWED:				
SITE PLANS	17	42	46	-9%
BUILDING PLAN REVIEW	4	15	29	-48%
FIRE PROTECTION SYSTEM PLANS	6	32	41	-22%
MISCELLANEOUS REVIEWS	4	11	10	10%
TOTALS:	31	100	126	-21%



BAFD COMMUNITY RISK REDUCTION DETAILS

2016

Sessions	June	YTD Total
Fire Safety Pub-Ed Presentations	9	33
Community CPR Classes	4	8
School Drills (fire, lock-down, weather)	0	26
Homes Checked for Smoke Alarms	22	134
Smoke alarm installed	67	403



2016 TRAINING SUMMARY

	June	2016 YTD
Training Classes & Training Sessions Attended by BAFA Personnel	150	1028
BAFA Attendees at Training Classes & Training Sessions	1654	5589
Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions	2,895	15,779



INCIDENT TYPE REPORT

June-16

Incident Type	May-16	YTD	PYTD	Difference	% Change
1-Fire	10	56	105	-49	-47%
2-Overpressure/Expl.	0	2	1	1	N/A
3-EMS	101	522	526	-4	-1%
4-Hazardous Condition	18	92	83	9	11%
5-Service Call	6	49	44	5	11%
6-Good Intent	17	96	105	-9	-9%
7-False Call	15	96	105	-9	-9%
8-Severe Weather	0	0	0	0	N/A
9-Other	0	3	2	1	N/A
TOTAL	167	916	971	-55	-6%



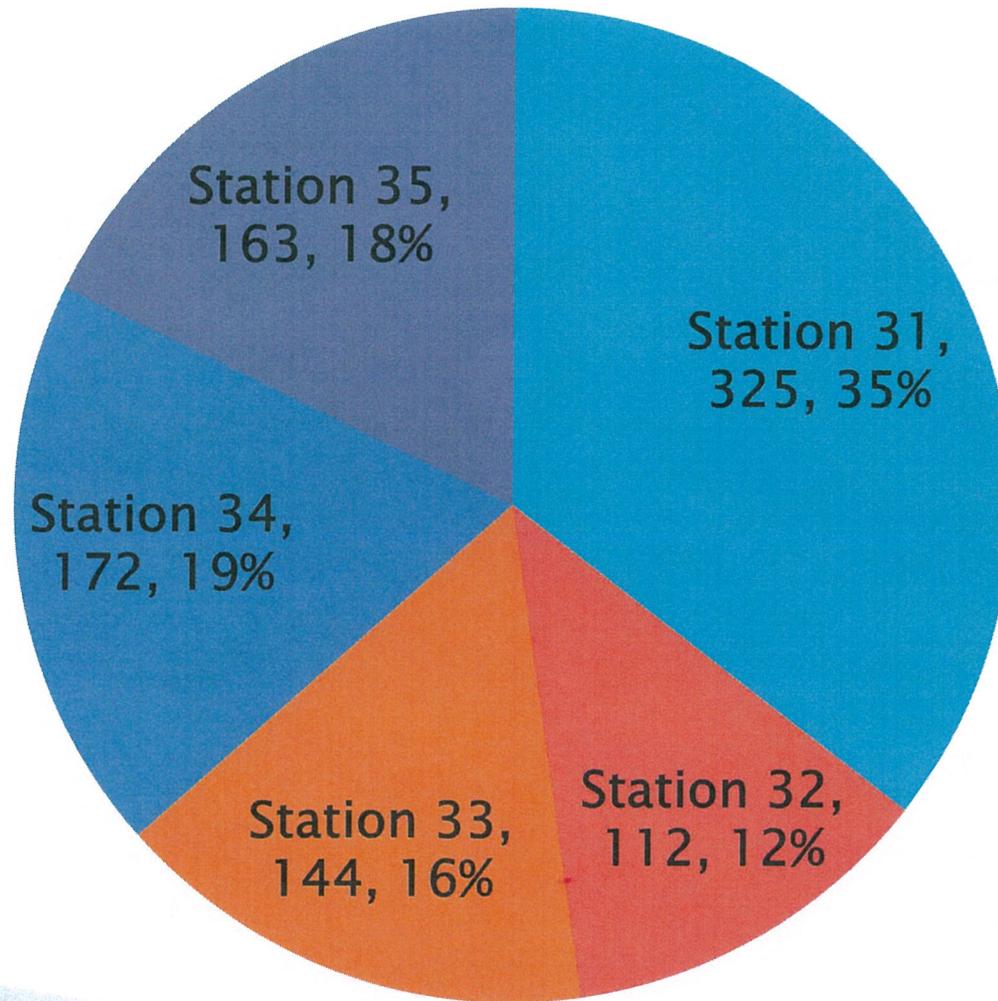
INCIDENT ACTIVITY REPORT

June -16

Incident Type	Department	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	10	3	0	3	3	1
2 - Overpressure/Expl.	0	0	0	0	0	0
3 - Rescue EMS	101	44	16	13	15	13
4 - Hazardous Condition	18	7	2	2	4	3
5 - Service Call	6	2	0	1	3	0
6 - Good Intent	17	4	4	3	3	3
7 - False Call	15	8	0	2	2	3
8 - Severe Weather	0	0	0	0	0	0
9 - Other/Special Incident	0	0	0	0	0	0
TOTAL	167	68	22	24	30	23



INCIDENTS BY STATION YTD June 2016



INCIDENT ACTIVITY REPORT BY COMMUNITY

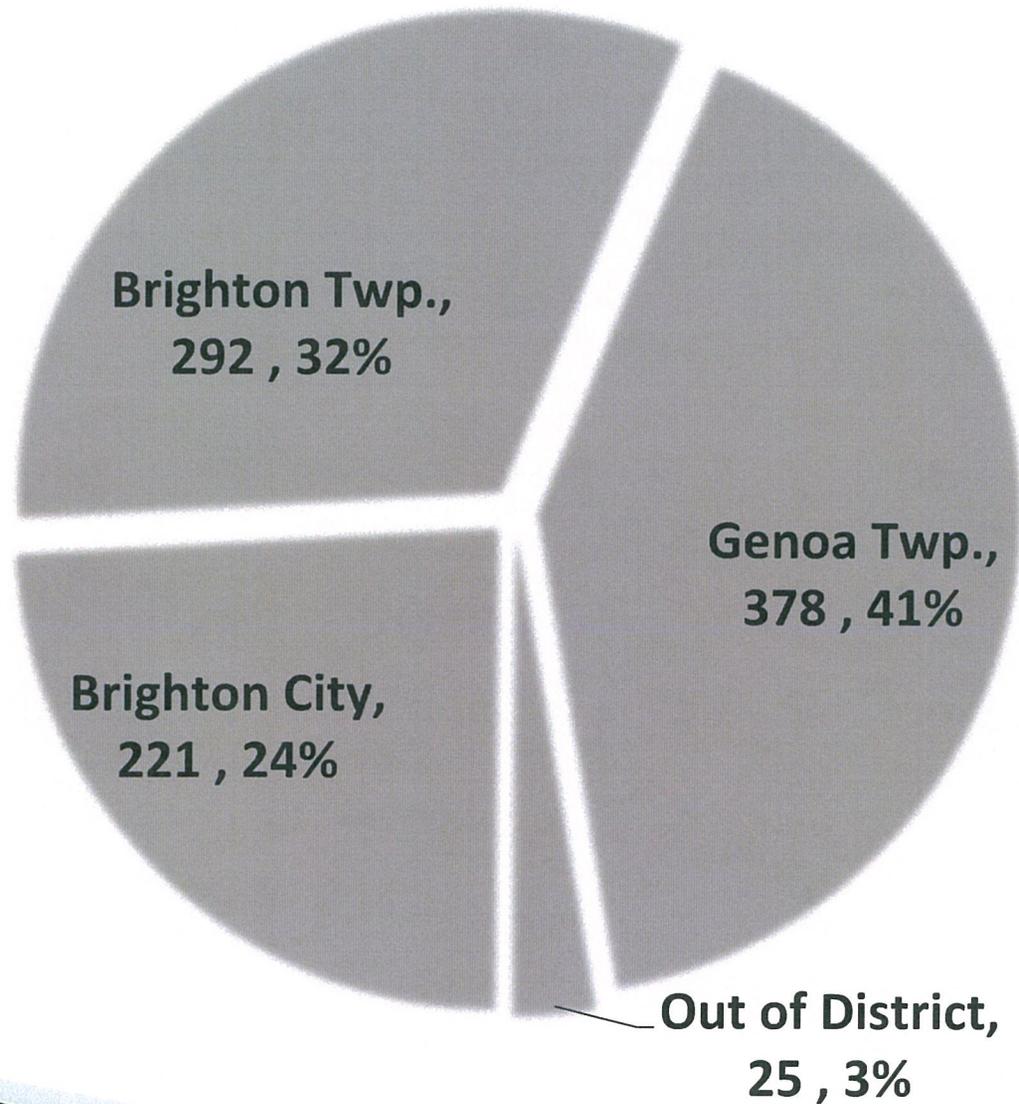
June -16

Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	1	5	2	17	4	25
Overpressure/Explosion	0	0	0	0	0	2
Rescue EMS	32	129	33	163	35	223
Hazardous Condition	4	23	6	32	8	37
Service Call	2	10	1	13	3	22
Good Intent	3	17	7	40	7	34
False Call	6	37	3	25	6	34
Severe Weather	0	0	0	0	0	0
Other/Special Incident Type	0	0	0	2	0	1
TOTAL	48	221	52	292	63	378



INCIDENTS BY COMMUNITY

YTD June 2016

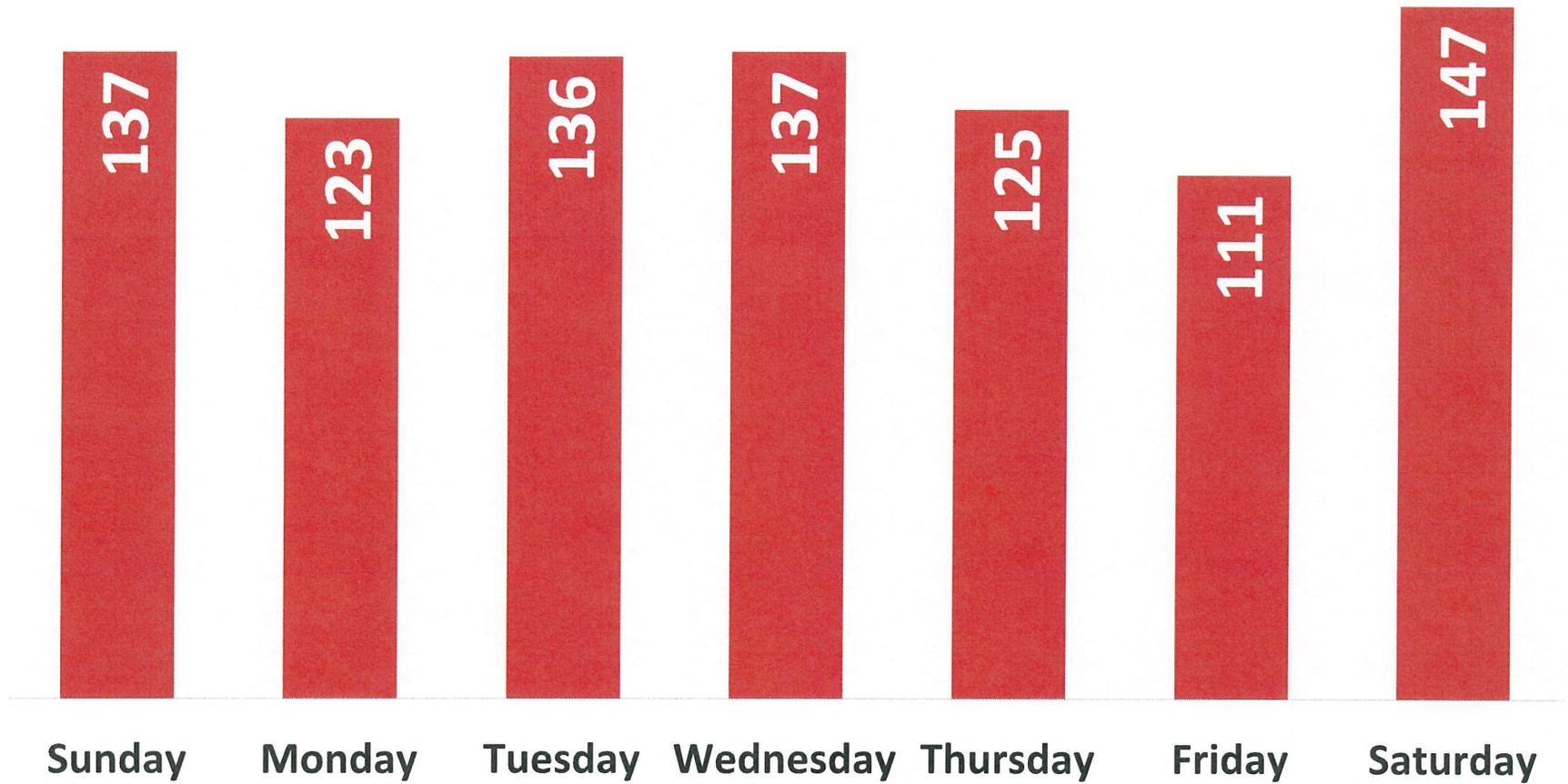


All Incidents by Day of Week

Day of Week	Jun-16	Jun-15	2016 YTD	2015 YTD	%Change
Sunday	20	15	137	135	1%
Monday	23	30	123	154	-20%
Tuesday	20	32	136	134	1%
Wednesday	32	20	137	134	2%
Thursday	31	17	125	135	-7%
Friday	14	14	111	127	-13%
Saturday	27	20	147	152	-3%
TOTAL	167	148	916	971	-6%



2016 INCIDENTS BY DAY OF WEEK JUNE YTD



Incidents by Day of Week/Shift

June-16

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	5	4	4	4	3	0	1
0601-1200	5	3	6	7	12	3	6
1201-1800	6	6	2	16	9	6	12
1801-0000	4	10	8	5	7	5	8

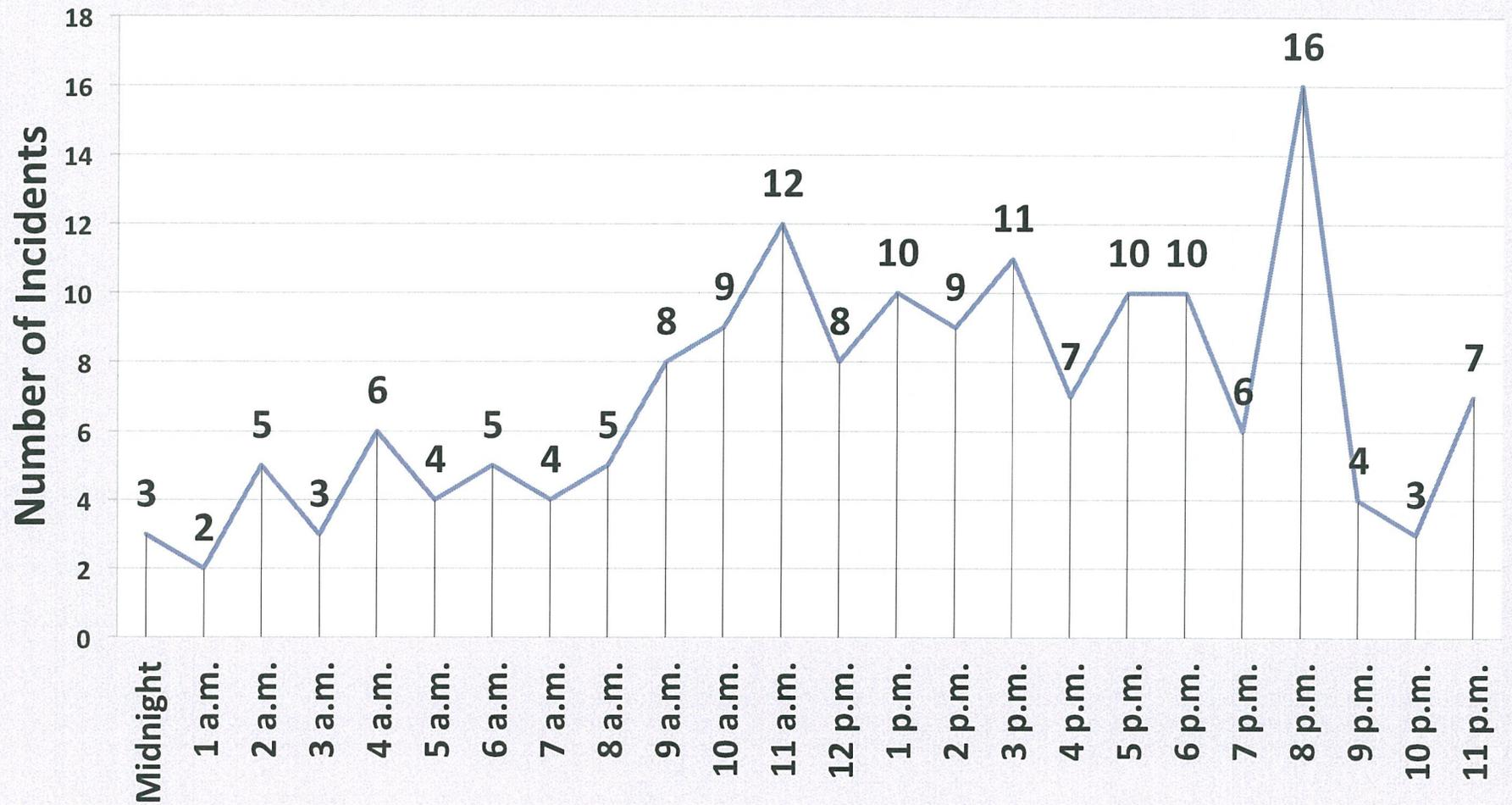
Incidents by Day of Week/Shift

June 2016 Year to Date

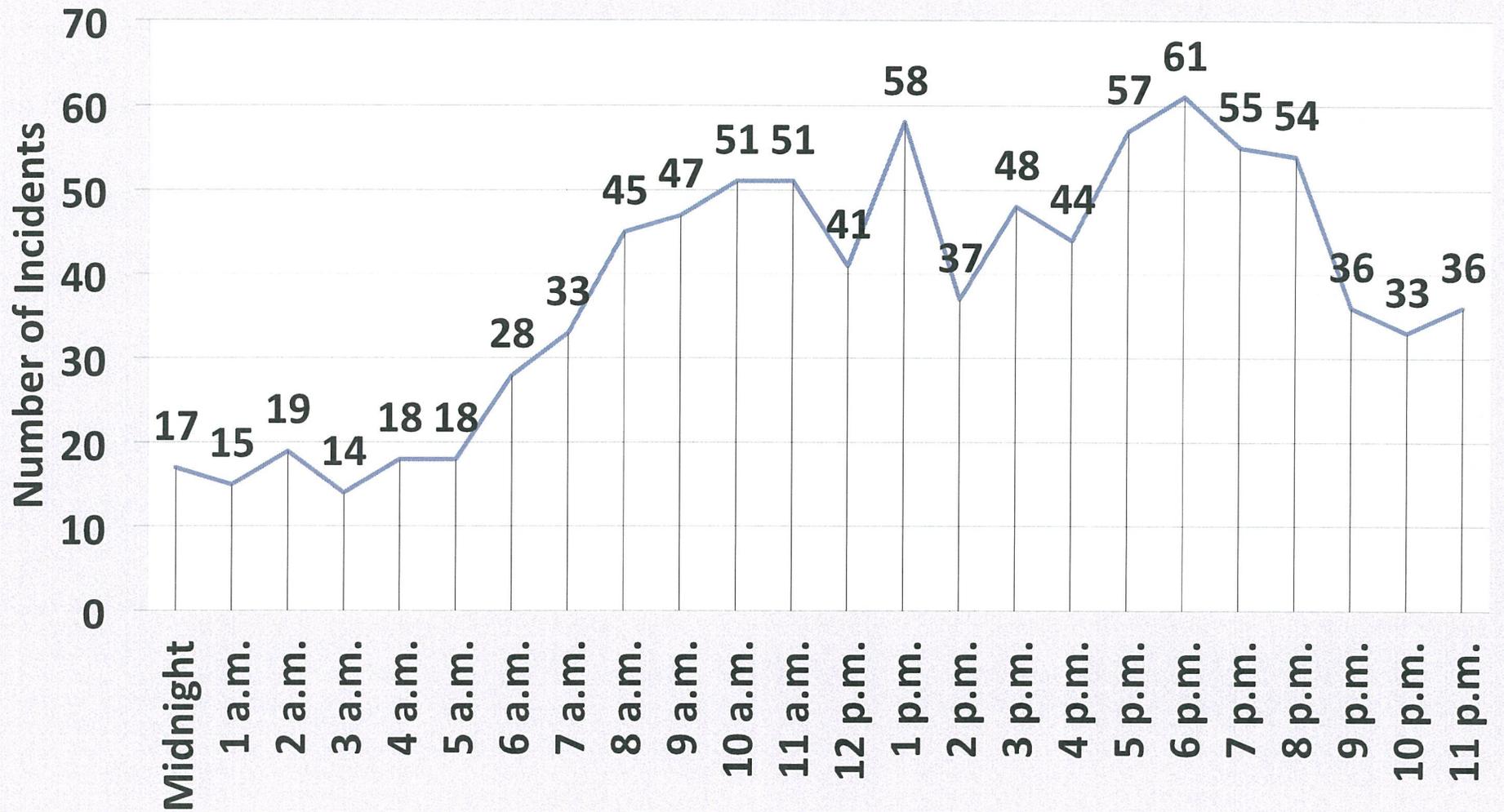
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	22	14	16	13	11	8	13
0601-1200	38	41	38	39	37	33	31
1201-1800	37	37	35	50	37	32	59
1801-0000	40	31	47	35	40	38	44



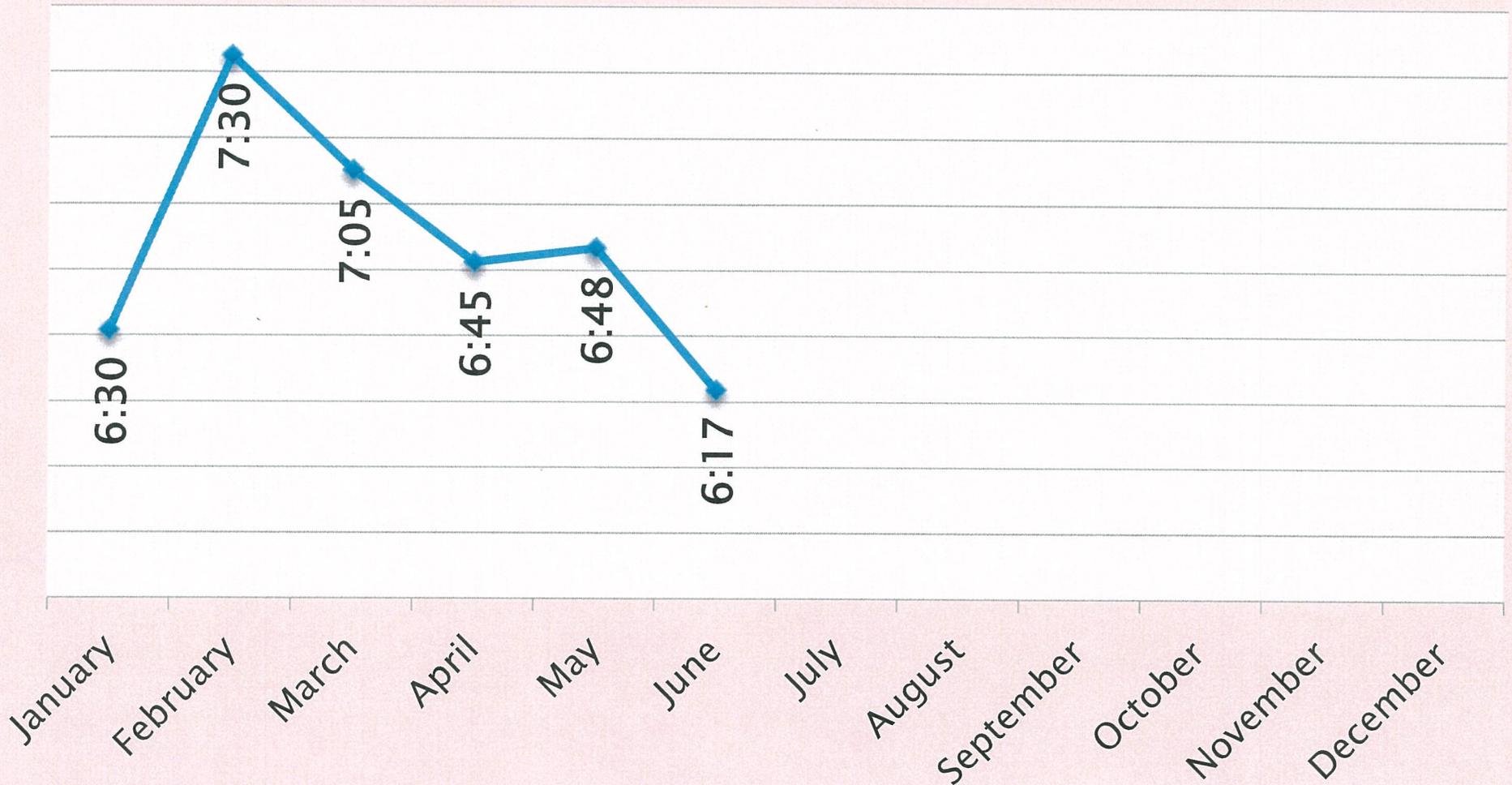
JUNE 2016 INCIDENTS BY TIME OF DAY



2016 INCIDENTS BY TIME OF DAY



2016 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



2016 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	May	YTD AVG	PYTD AVG	% CHANGE
31	4:39	5:11	5:45	-10%
32	6:45	7:29	10:02	-25%
33	6:11	6:42	6:34	2%
34	8:15	7:38	7:05	8%
35	7:54	8:04	8:04	0%
Month Avg.	6:17	6:43	7:02	-5%

END OF REPORT



BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

July 2016



FIRE INSPECTION ACTIVITY - JULY 2016

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	JULY	2016	2015	
FIRE SAFETY INSPECTION	73	581	693	-16%
COMPLAINT INVESTIGATIONS	2	31	25	24%
C of O INSPECTIONS	8	51	55	-7%
SPECIALTY & MISCELLANEOUS INSP.	2	43	43	0%
RE-INSPECTIONS	58	466	577	-19%
NEW CONSTRUCTION INSPECTIONS	3	57	55	4%
GRAND TOTALS:	146	1229	1448	-15%
VIOLATIONS CITED	102	829	1410	-41%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	1	7	15	-53%
PLANS REVIEWED:				
SITE PLANS	4	67	59	14%
BUILDING PLAN REVIEW	3	19	35	-46%
FIRE PROTECTION SYSTEM PLANS	10	47	52	-10%
MISCELLANEOUS REVIEWS	3	17	13	31%
TOTALS:	20	150	159	-6%



BAFD COMMUNITY RISK REDUCTION DETAILS

2016

Sessions	July	YTD Total
Fire Safety Pub-Ed Presentations	19	52
Community CPR Classes	1	9
School Drills (fire, lock-down, weather)	0	26
Homes Checked for Smoke Alarms	28	162
Smoke alarm installed	72	475



2016 TRAINING SUMMARY

	July	2016 YTD
Training Classes & Training Sessions Attended by BAFA Personnel	110	1138
BAFA Attendees at Training Classes & Training Sessions	385	5974
Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions	1027	16,807



INCIDENT TYPE REPORT

Jul-16

Incident Type	Jul-16	YTD	PYTD	Difference	% Change
1-Fire	9	65	111	-46	-41%
2-Overpressure/Expl.	0	2	1	1	N/A
3-EMS	86	608	612	-4	-1%
4-Hazardous Condition	18	110	92	18	20%
5-Service Call	7	56	52	4	8%
6-Good Intent	13	109	124	-15	-12%
7-False Call	10	106	132	-26	-20%
8-Severe Weather	0	0	0	0	N/A
9-Other	0	3	2	1	N/A
TOTAL	143	1059	1126	-67	-6%



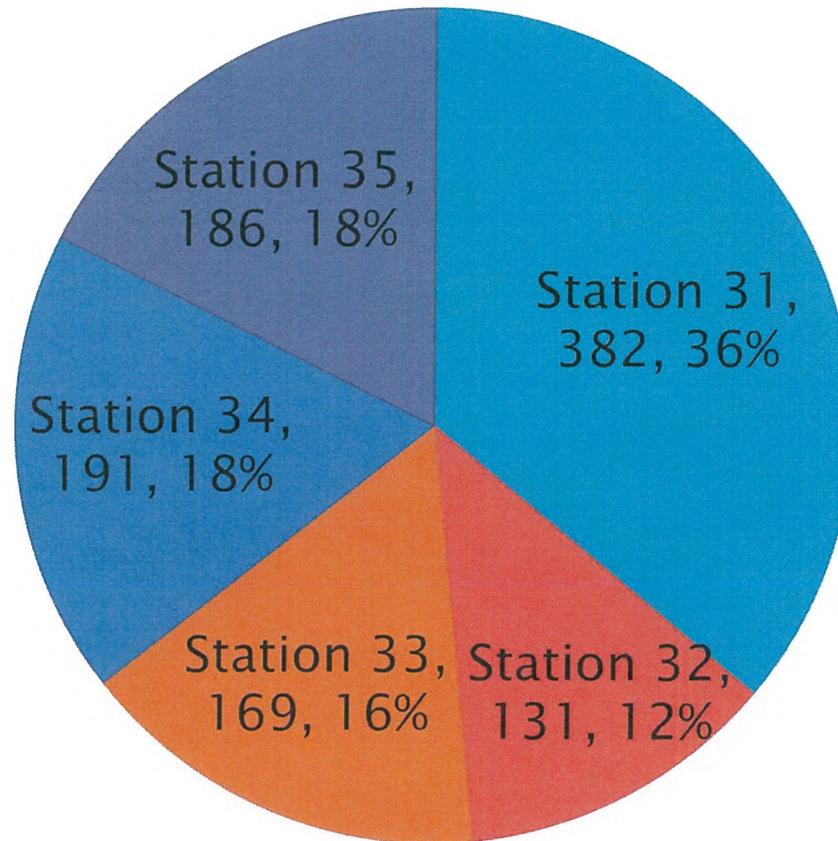
INCIDENT ACTIVITY REPORT - STATIONS

July -16

Incident Type	Department	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	9	1	4	0	2	2
2 - Overpressure/Expl.	0	0	0	0	0	0
3 - Rescue EMS	86	35	13	16	11	11
4 - Hazardous Condition	18	6	1	6	1	4
5 - Service Call	7	5	0	1	0	1
6 - Good Intent	13	5	0	2	2	4
7 - False Call	10	5	1	0	3	1
8 - Severe Weather	0	0	0	0	0	0
9 - Other/Special Incident	0	0	0	0	0	0
TOTAL	143	57	19	25	19	23



INCIDENTS BY STATION YTD July 2016



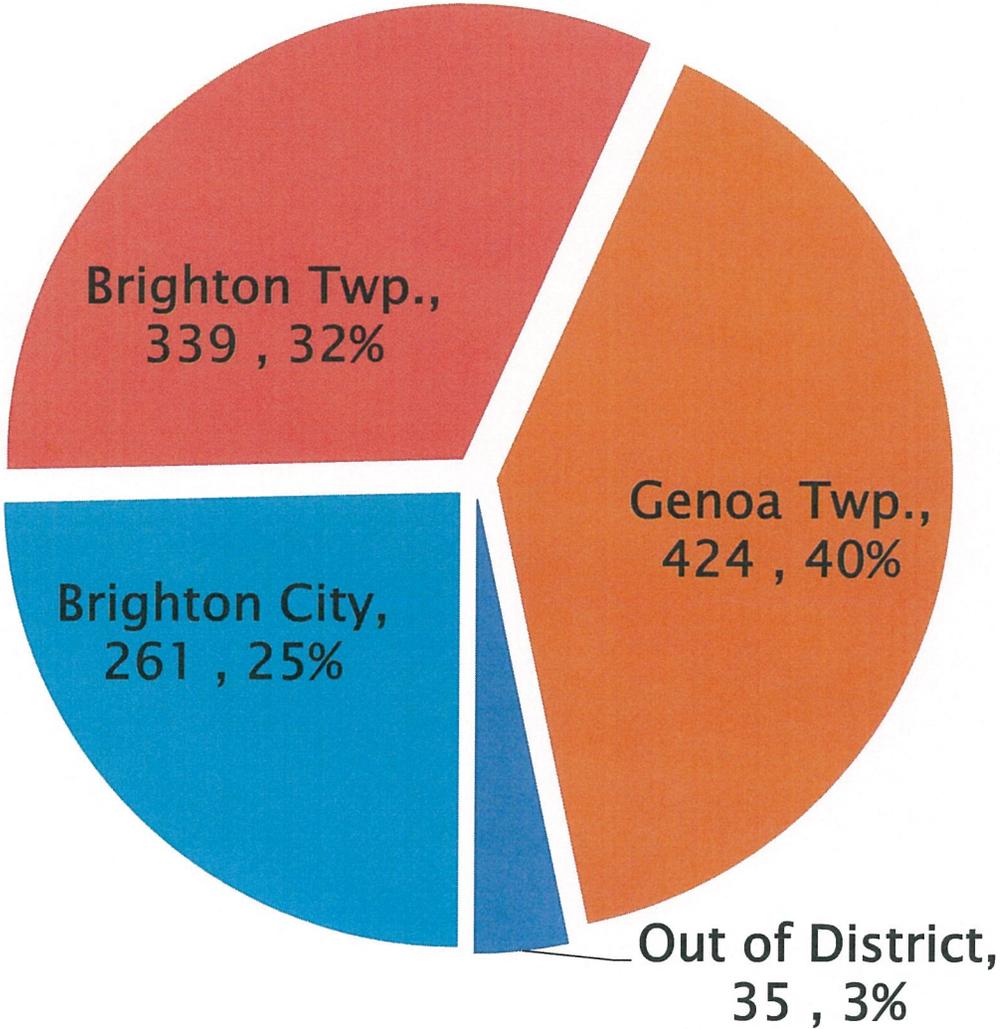
INCIDENT ACTIVITY REPORT BY COMMUNITY

July -16

Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	0	5	3	20	3	28
Overpressure/Explosion	0	0	0	0	0	2
Rescue EMS	26	154	31	194	27	250
Hazardous Condition	4	27	7	39	4	41
Service Call	3	13	1	14	2	24
Good Intent	2	19	4	44	6	40
False Call	5	42	1	26	4	38
Severe Weather	0	0	0	0	0	0
Other/Special Incident Type	0	0	0	2	0	1
TOTAL	40	260	47	339	46	424



INCIDENTS BY COMMUNITY YTD July 2016

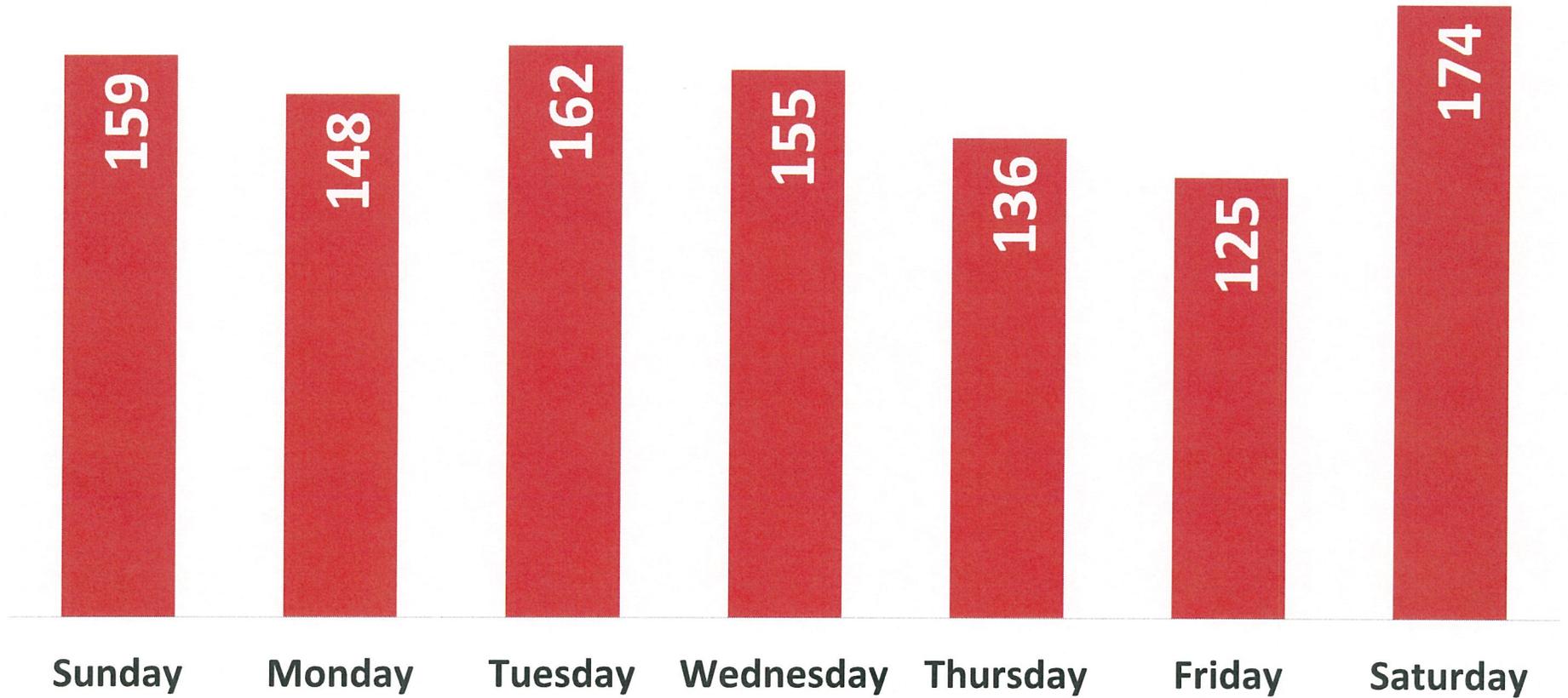


All Incidents by Day of Week

Day of Week	Jul-16	Jul-15	2016 YTD	2015 YTD	%Change
Sunday	22	12	159	147	8%
Monday	25	30	148	184	-20%
Tuesday	26	16	162	150	8%
Wednesday	18	28	155	162	-4%
Thursday	11	18	136	153	-11%
Friday	14	30	125	157	-20%
Saturday	27	21	174	173	1%
TOTAL	143	155	1059	1126	-6%



2016 INCIDENTS BY DAY OF WEEK JULY YTD



Incidents by Day of Week/Shift

July-16

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	2	4	1	6	0	0	5
0601-1200	7	3	10	2	4	6	6
1201-1800	7	9	9	4	6	3	12
1801-0000	6	9	6	6	1	5	4

Incidents by Day of Week/Shift

July 2016 Year to Date

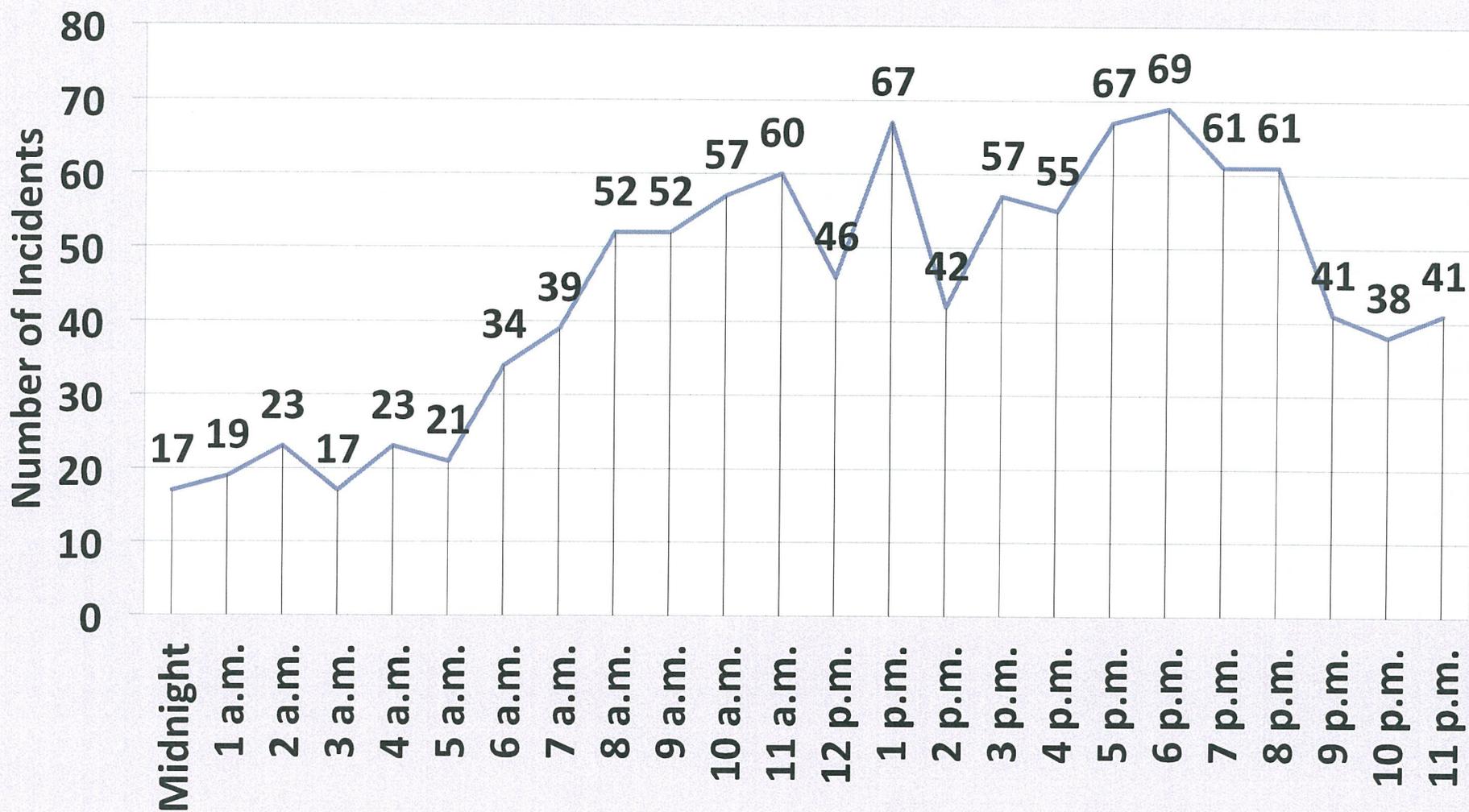
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	24	18	17	19	11	8	18
0601-1200	45	44	48	41	41	39	37
1201-1800	44	46	44	54	43	35	71
1801-0000	46	40	53	41	41	43	48



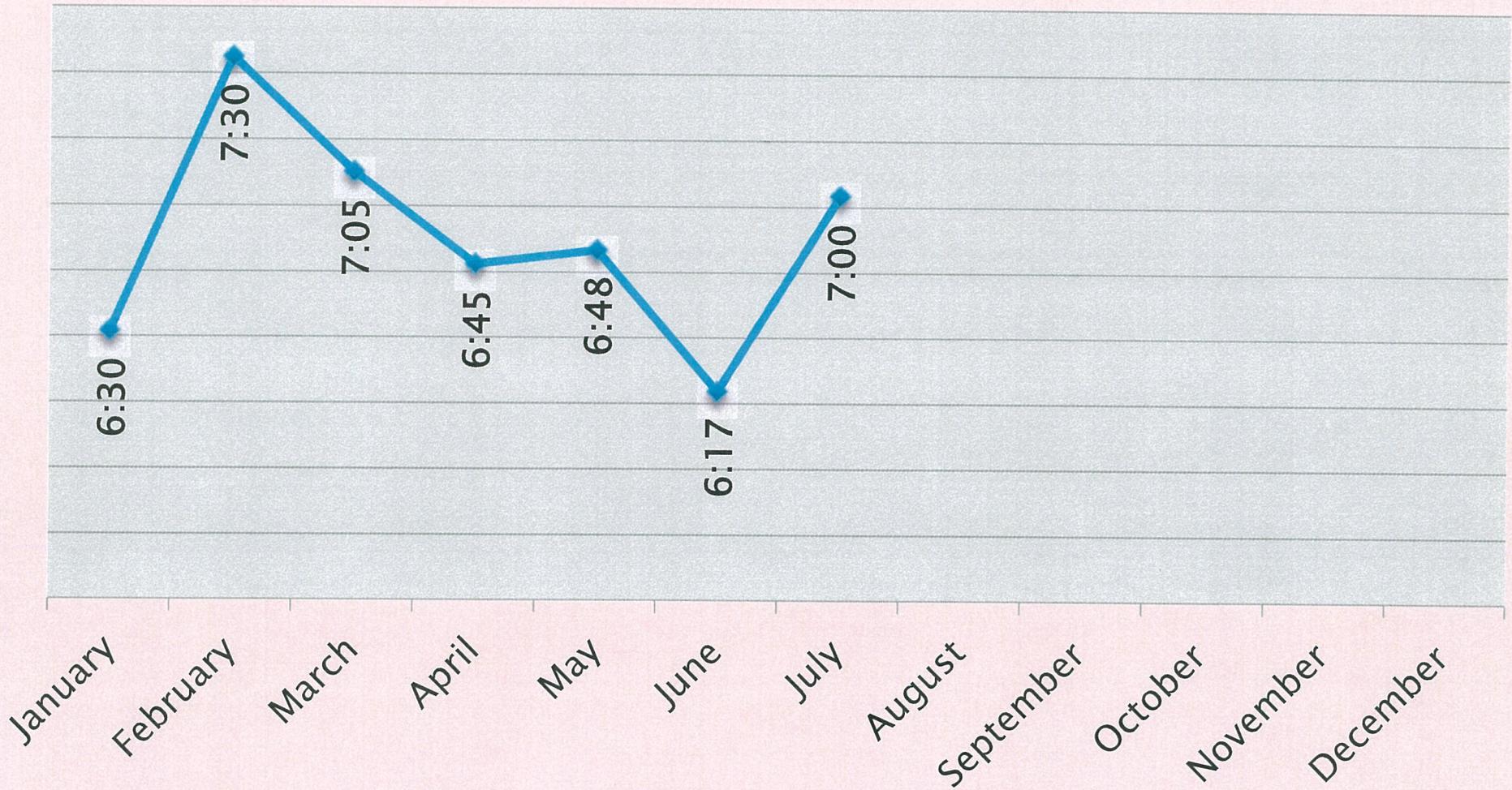
JULY 2016 INCIDENTS BY TIME OF DAY



2016 INCIDENTS BY TIME OF DAY



2016 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



2016 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	July	YTD AVG	PYTD AVG	% CHANGE
31	3:53	5:08	5:37	-9%
32	8:37	7:47	9:47	-20%
33	7:12	6:49	6:40	2%
34	7:42	7:41	7:00	10%
35	11:31	8:39	7:53	10%
Month Avg.	7:00	6:51	6:56	-1%

END OF REPORT



BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

August 2016



FIRE INSPECTION ACTIVITY - AUGUST 2016

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	AUGUST	2016	2015	
FIRE SAFETY INSPECTION	103	684	769	-11%
COMPLAINT INVESTIGATIONS	4	35	28	25%
C of O INSPECTIONS	12	63	58	9%
SPECIALTY & MISCELLANEOUS INSP.	4	47	52	-10%
RE-INSPECTIONS	89	555	621	-11%
NEW CONSTRUCTION INSPECTIONS	5	63	73	-14%
GRAND TOTALS:	217	1447	1601	-10%
VIOLATIONS CITED	115	944	1575	-40%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	1	9	17	-47%
PLANS REVIEWED:				
SITE PLANS	6	73	62	18%
BUILDING PLAN REVIEW	3	22	44	-50%
FIRE PROTECTION SYSTEM PLANS	10	57	60	-5%
MISCELLANEOUS REVIEWS	2	19	13	46%
TOTALS:	21	171	179	-4%



BAFD COMMUNITY RISK REDUCTION DETAILS

2016

Sessions	August	YTD Total
Fire Safety Pub-Ed Presentations	10	62
Community CPR Classes	1	10
School Drills (fire, lock-down, weather)	0	26
Homes Checked for Smoke Alarms	26	188
Smoke alarm installed	105	580



2016 TRAINING SUMMARY

	August	2016 YTD
Training Classes & Training Sessions Attended by BAFA Personnel	147	1285
BAFA Attendees at Training Classes & Training Sessions	581	6555
Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions	1,507	18,314



INCIDENT TYPE REPORT

Aug-16

Incident Type	Aug-16	YTD	PYTD	Difference	% Change
1-Fire	10	75	124	-49	-40%
2-Overpressure/Expl.	1	3	2	1	N/A
3-EMS	94	702	717	-15	-2%
4-Hazardous Condition	18	128	126	2	2%
5-Service Call	7	63	67	-4	-6%
6-Good Intent	20	129	139	-10	-7%
7-False Call	27	133	153	-20	-13%
8-Severe Weather	0	0	3	-3	N/A
9-Other	0	3	2	1	N/A
TOTAL	177	1236	1333	-97	-7%



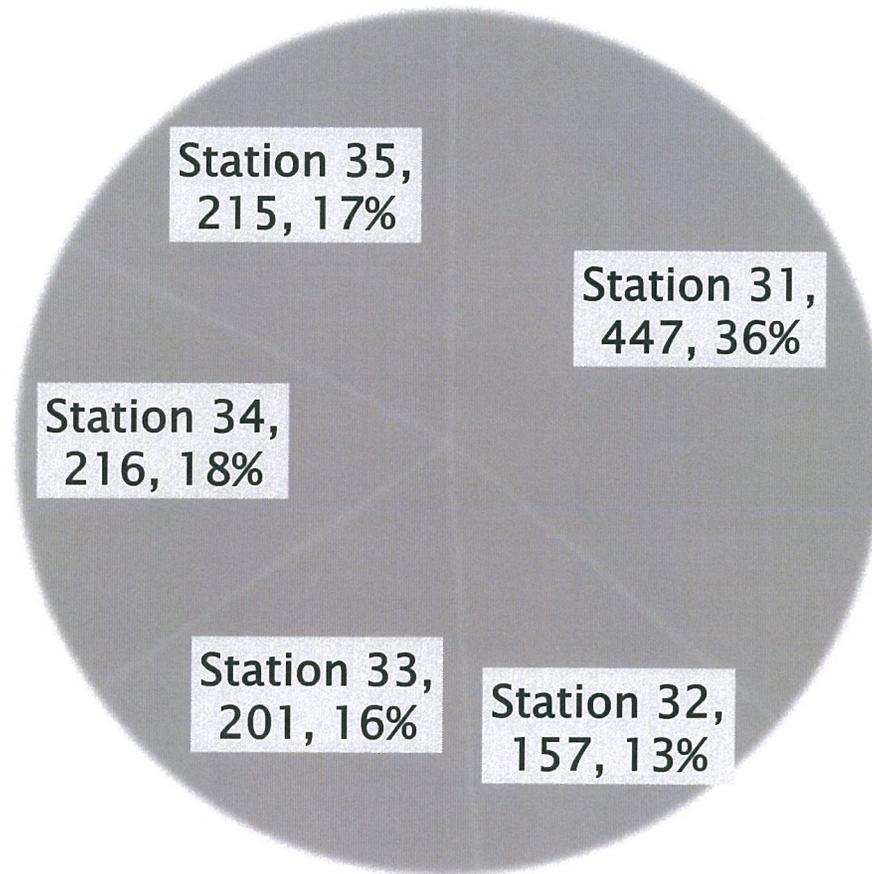
INCIDENT ACTIVITY REPORT - STATIONS

August-16

Incident Type	Department	Sta.31	Sta.32	Sta.33	Sta.34	Sta.35
1 - Fire	10	3	1	1	2	3
2 - Overpressure/Explosion	1	0	0	0	0	1
3 - Rescue EMS	94	33	16	21	10	14
4 - Hazardous Condition	18	2	4	2	4	6
5 - Service Call	7	4	0	1	2	0
6 - Good Intent	20	10	2	2	3	3
7 - False Call	27	13	3	5	4	2
8 - Severe Weather/ Nat.Disaster	0	0	0	0	0	0
9 - Other/Special Incident Type	0	0	0	0	0	0
TOTAL	177	65	26	32	25	29



INCIDENTS BY STATION YTD AUGUST 2016



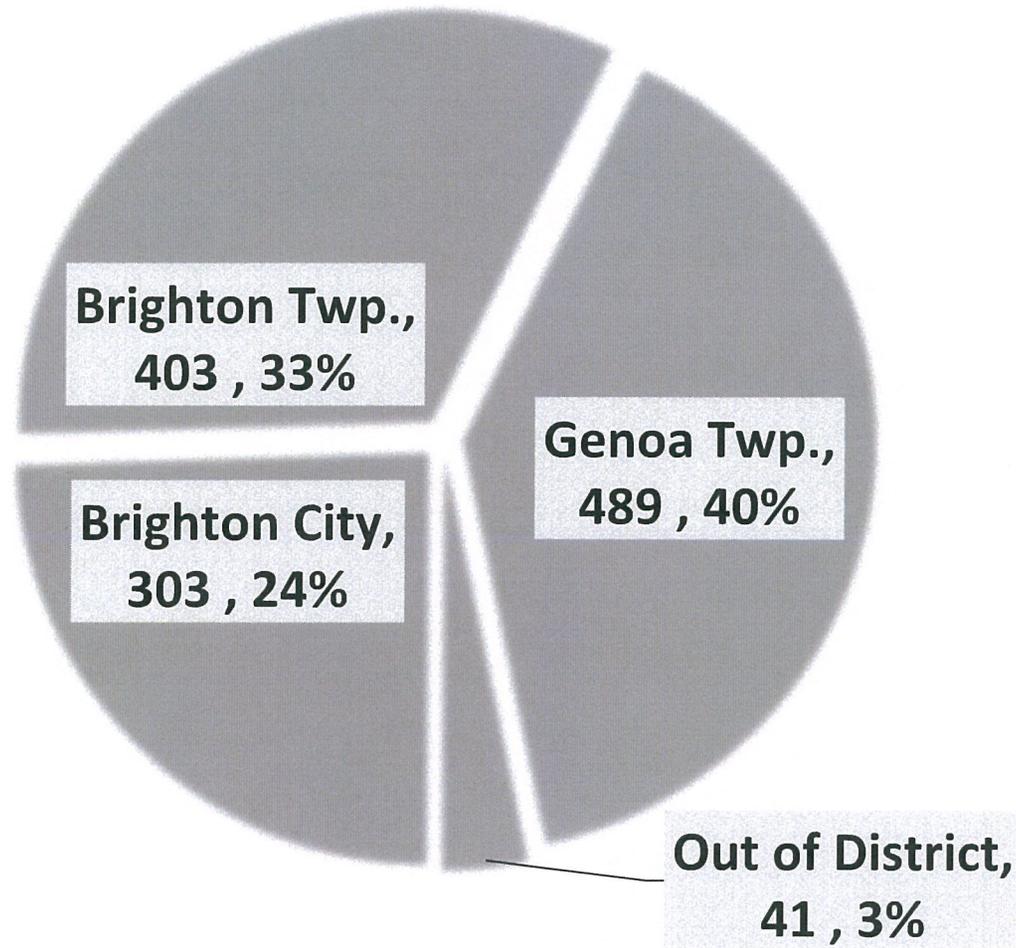
INCIDENT ACTIVITY REPORT BY COMMUNITY

August -16

Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	1	6	3	23	3	31
Overpressure/Explosion	0	0	0	0	1	3
Rescue EMS	23	178	40	234	31	281
Hazardous Condition	1	28	5	44	11	52
Service Call	3	16	1	15	2	26
Good Intent	6	25	4	48	9	49
False Call	8	50	11	37	8	46
Severe Weather	0	0	0	0	0	0
Other/Special Incident Type	0	0	0	2	0	1
TOTAL	42	303	64	403	65	489



INCIDENTS BY COMMUNITY YTD August 2016

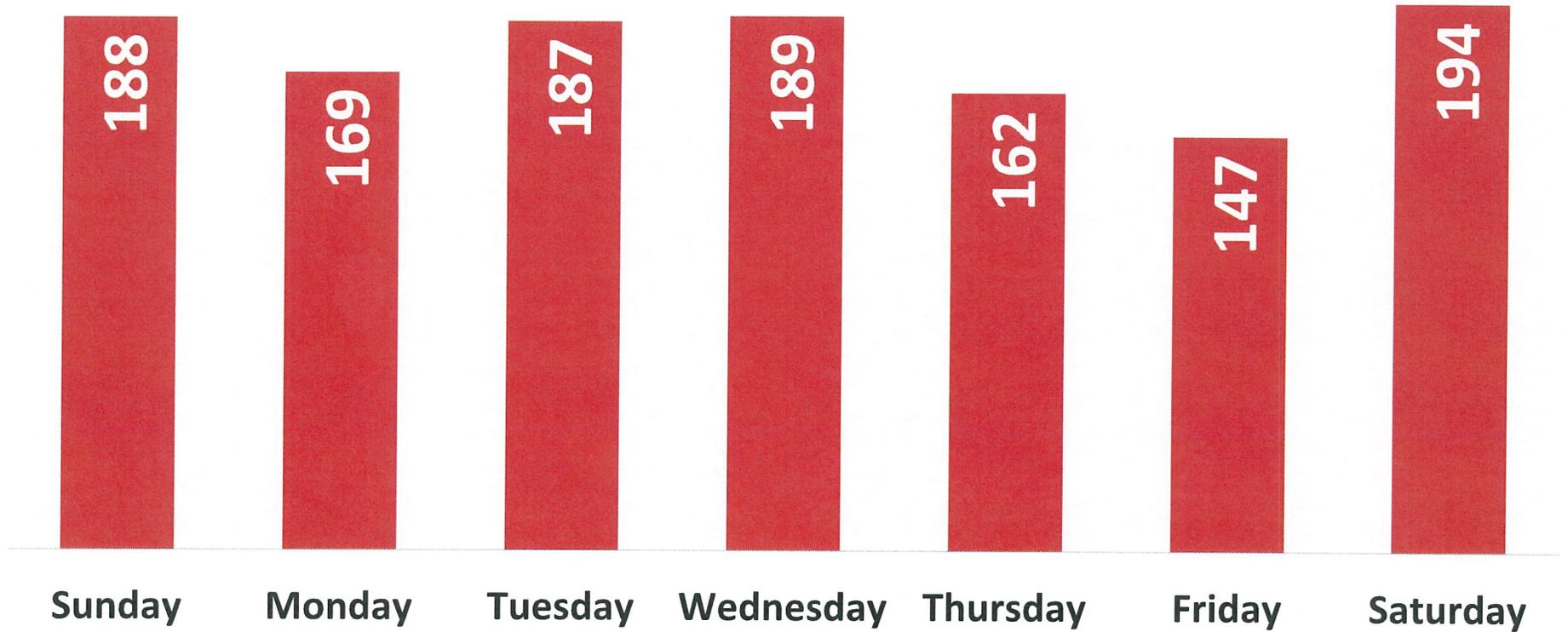


All Incidents by Day of Week

Day of Week	Aug-16	Aug-15	2016 YTD	2015 YTD	%Change
Sunday	29	49	188	196	-4%
Monday	21	49	169	233	-27%
Tuesday	25	16	187	166	13%
Wednesday	34	25	189	187	1%
Thursday	26	27	162	180	-10%
Friday	22	19	147	176	-16%
Saturday	20	22	194	195	-1%
TOTAL	177	207	1236	1333	-7%



2016 INCIDENTS BY DAY OF WEEK AUGUST YTD



Incidents by Day of Week/Shift

August-16

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	7	3	5	1	1	4	3
0601-1200	5	10	8	10	7	6	7
1201-1800	12	3	7	13	9	4	4
1801-0000	5	5	5	10	9	8	6

Incidents by Day of Week/Shift

August 2016 Year to Date

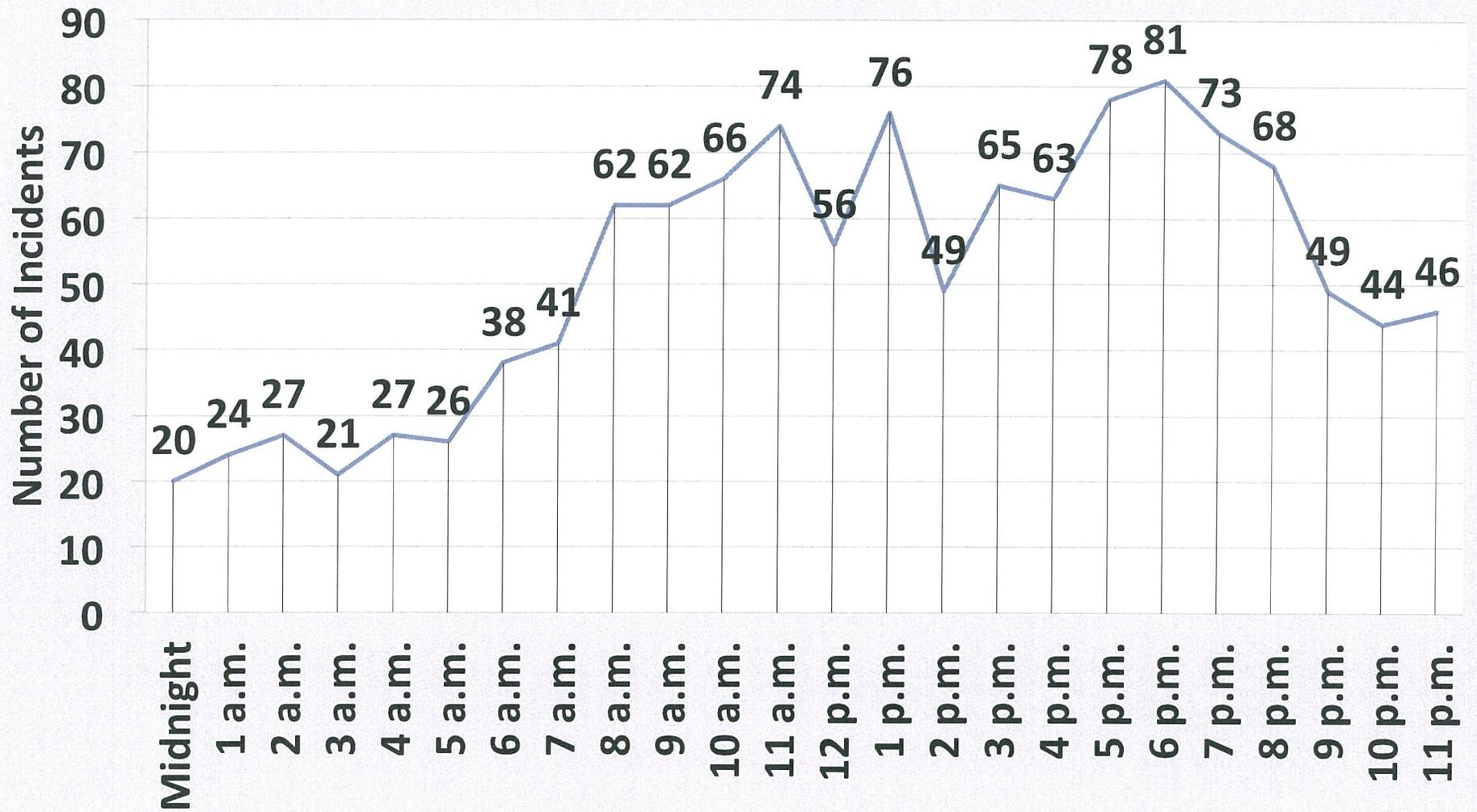
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	31	21	22	20	12	12	21
0601-1200	50	54	56	51	48	45	44
1201-1800	56	49	51	67	52	39	75
1801-0000	51	45	58	51	50	51	54



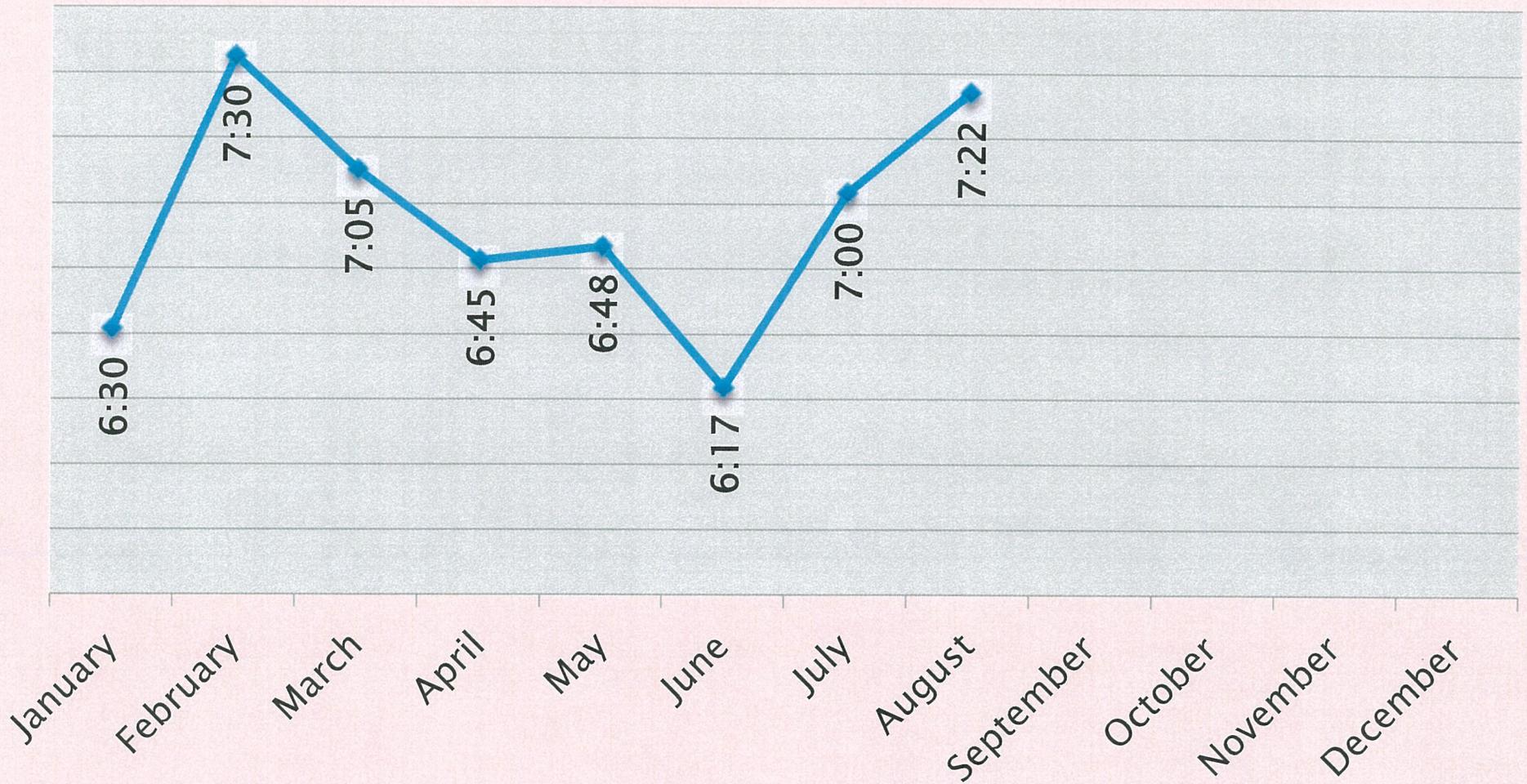
AUGUST 2016 INCIDENTS BY TIME OF DAY



2016 INCIDENTS BY TIME OF DAY



2016 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



2016 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	August	YTD AVG	PYTD AVG	% CHANGE
31	5:20	5:10	5:45	-10%
32	8:51	7:58	10:02	-21%
33	8:24	7:08	6:34	9%
34	6:30	7:35	7:05	7%
35	9:31	8:46	8:04	9%
Month Avg.	7:22	6:56	7:02	-1%

END OF REPORT



AGENDA NOTES

MEETING DATE: October 17, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Closed Session: Shoner, Potocki, et al v. Brighton Township

EXPLANATION OF TOPIC:

The Open Meetings Act allows members of a public body to meet in closed session for the purpose of consulting with its attorney regarding trial or settlement strategy in connection with specific pending litigation 15.268 Sec.8 (e).

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Plaintiffs' Class Action Complaint

POSSIBLE COURSES OF ACTION: Go (or not go) into closed session.

RECOMMENDATION: It is recommended that the Township Board meet in closed session for the purpose of trial or settlement strategy in connection with specific pending litigation 15.268 Sec.8 (e).

SUGGESTED MOTION: Motion by _____, supported by _____ that the Township Board meet in closed session for the purpose of trial or settlement strategy in connection with specific pending litigation 15.268 Sec.8 (e).

ROLL CALL VOTE REQUIRED? Yes (2/3)