

PROPOSED AGENDA

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

**DECEMBER 19, 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. November 18, 2016 Special Meeting Minutes
 - b. November 21, 2016 Regular Meeting Minutes
 - 3. Bills
 - a. December 19, 2016
- F. BUSINESS
 - 1. APPEAL OF ADMINISTRATIVE INTERPRETATION – Policy #807
 - 2. STATEMENT OF MICHIGAN TAX-FORECLOSED PROPERTY TITLE TRANSFER
 - 3. DISCUSSION – Fire Station #32 and #33 Lease with BAFA
 - 4. ADOPTION OF 2017 MEETING SCHEDULES
- G. REPORTS AND CORRESPONDENCE
 - REPORTS
 - 1. COMMITTEE LIAISONS AND BOARD MEMBERS
 - a. Zoning Board of Appeals Regular Meeting Minutes – October 26, 2016
 - b. Livingston Community Water Authority Regular Meeting Minutes – October 19, 2016
 - 2. DEPARTMENTS
 - a. Treasurer’s Reports – September, October, November 2016
 - b. Brighton Area Fire Authority Firestat Reports – September and October 2016
 - 3. MANAGER
 - CORRESPONDENCE
None
- H. CALL TO THE PUBLIC
- I. CLOSED EXECUTIVE SESSION –
Two Confidential Attorney/Client Communications dated December 13, 2016
- J. 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.

MEMORANDUM

TO: BRIGHTON TOWNSHIP RESIDENTS
FROM: ANN M. BOLLIN, CLERK
SUBJECT: BOARD OF TRUSTEES ELECTRONIC BOARD PACKETS
DATE: JANUARY 26, 2015

Board packets for the Brighton Township Board of Trustees meetings posted to the website contain scanned original documents. These electronic packets are subject to change based on meeting material presented to the Board throughout the course of the meeting. For a complete original packet following the Board meeting contact the Clerk's Office at 810-229-0560 or via email: clerk@brightontwp.com

PROPOSED MINUTES

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

NOVEMBER 18, 2016
SPECIAL MEETING
4:00 PM
810.229.0560

Supervisor T. Murphy called the meeting to order at 4:02 P.M. The Pledge of Allegiance was said.
Present: T. Murphy, Supervisor; A. Bollin, Clerk; D. Hawk, Treasurer; C. Doughty, Trustee; P. Michel, Trustee; L. Weaire, Trustee
Absent: M. Slaton, Trustee

CALL TO THE PUBLIC

Bob Potocki, Woodland Shore Dr. – Meeting should be televised; agrees with new elected President claim regarding elections are rigged; new board has a duty to the community - do your best, do your duty.

Mike Palmer, East Grand River – Raised concerns about new Supervisor; referenced from 2003 BTBT meeting; any action taken in closed session should be brought out in open session per the Opens Meeting Act.

AGENDA

L. Weaire referenced previous swearing in of officials at a regular meeting which has been scheduled with the Judge and Trustee Slaton is not present. What is the rush? New board should make ongoing appointments.
C. Doughty moved and D. Hawk seconded **to adopt the agenda as presented.**
Motion carried.

COMMITTEE APPOINTMENTS AND SWEARING IN OF 2016 ELECTED OFFICIALS

Supervisor Murphy distributed an agenda note regarding the committee appointments based on a resignation from one member and the removal of another from the Utilities Committee noting his recommendation to appoint John Dorset and Jeff Stinedurf to the Utilities Committee in place of Mark Sweatman and Doug Taylor. Discussion included objections by A. Bollin and L. Weaire.
C. Doughty moved and D. Hawk seconded **to accept the recommendation of the Supervisor and make the following appointments for the remainder of the existing terms: John Dorset to replace Mark Sweatman and Jeff Stinedurf to replace Doug Taylor.**
Ayes: D. Hawk, C. Doughty, P. Michel, T. Murphy
Nays: A. Bollin, L. Weaire
Motion carried.

Clerk Bollin administered Oath to incoming Treasurer R. Drouillard and D. Hawk, Deputy Treasurer.

CALL TO THE PUBLIC

Mike Palmer, 10382 East Grand River – Expressed he was upset over the actions taken; Supervisor Murphy is on his way out and should not be appointing at this time to the township boards and commissions.

Barb Potocki, 8420 Woodland Shore Drive – Township does not want checks and balances; we need to drain the swamp but not of Doug Taylor.

ADJOURNMENT

C. Doughty moved and P. Michel seconded to adjourn. Motion carried.

The meeting adjourned at 4:21 P.M.
Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Patrick Michel, Supervisor

PROPOSED MINUTES

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

**NOVEMBER 21, 2016
REGULAR MEETING
7:00 P.M.
(810) 229.0560**

Supervisor P. Michel called the meeting to order at 7:07 P.M. The Pledge of Allegiance was said.

Present: P. Michel, Supervisor; A. Bollin, Clerk; R. Drouillard, Treasurer; S. Combs, Trustee; M. Slaton, Trustee; S. Theis, Trustee; L. Weaire, Trustee

Absent: None.

OATHS OF OFFICE – Swearing in of Elected Officials

Judge Geddis administered the Oath of Office to the newly elected Board of Trustees.

CALL TO THE PUBLIC

Anna Chatten, Woodland Shore Drive – Thanked board members for service; looking forward to a clean start; encourages more engagement with residents; has observed that citizen questions aren't answered or followed up on; Brighton Township is a great place to live and hopes it will remain so for the residents.

John O'Meara, Buno Road – Burned out house next door has been there seven months; there are code violations; has been told different things regarding his tax assessment.

Mike Palmer, East Grand River Avenue – Distributed handout; Township misrepresented REU's 16 years ago. Referenced actions taken at 11/18/16 special meeting; requested appointments be rescinded; new board should be making these appointments.

Jim Sarna, Woodland Shore Drive – Distributed handout; percent of people on sewer and number of REU's; complimented Trustee Weaire for 11/18/16 special meeting actions; Township drives a wedge between users and non-users by not enforcing ordinances.

Cheryl Guard, Pointe Drive – Applauded Trustee Weaire and Clerk Bollin for votes at recent special meeting; upset about the 2016 committee appointments; Doug Taylor was removed based on attendance but was never absent; 2015 Utilities Committee minutes indicate Charles Moran and Mike Slaton were absent - why weren't they removed? Previously requested what legal authority the Township had to cancel Annual Township meetings in 1995, still no answer, would like an answer. Also requested answers regarding conflict of interest for SELCRA Board members.

Barb Potocki, Woodland Shore Drive – Supervisor Michel stated no personal attacks are permitted - this should go both ways. No reason for the emergency meeting on Friday. People should expect honesty from their elected Trustees. If the appointments were based on attendance then others should also have been removed. Huge old house located at Hacker and Cortez has a front porch rotting off, eye sore, and should be taken care of.

Bob Potocki, Woodland Shore Drive – Distributed handout; protested development; election is rigged; government swamp needs to be drained. Requested Utilities Committee and Planning Commission be disbanded.

Dennis Shoner, Woodland Shore Drive – Allotted 3 minutes to Bob Potocki.

Bob Potocki, Woodland Shore Drive – Take responsibility serious.

AGENDA

A. Bollin moved and L. Weaire seconded **to adopt the consent agenda as presented.**

Motion carried.

QUARTERLY SANITARY SEWER FINANCIAL REPORT – Third Quarter, FY' 2016-17

Ken Palka, Pfeffer, Hanniford, & Palka, presented the Quarterly Report summarizing the Debt Service Fee, Operations & Maintenance and Sewer Capital Reserve Funds and provided additional historical information for new board members. Discussion included Equipment Replacement fund (Capital Reserve Fund) and recent impact of need for grinder pump replacements. The report was received and filed.

ADOPTION OF RESOLUTION – New On-Premises (Brewpub) Liquor License, Blockade, Inc.

Manager Vick summarized the application process through the State. John Emaus, Applicant's attorney, was present to answer questions including the different applications and forms for liquor licenses. He also clarified that the Brewpub license is a separate application from the liquor license and SDM stands for Special Designated Merchant allowing for customers to purchase packages of alcohol to take off the premises with them (To-Go).

A. Bollin moved and L. Weaire seconded to adopt Resolution No. 16-027, recommending approval of the New On-Premises (Brew Pub) license for Blockade Restaurant and Bar (Blockade Inc.) located at 1840 S. Old US 23.

Ayes: L. Weaire, S. Theis, S. Combs, R. Drouillard, A. Bollin, M. Slaton, P. Michel

Nays: None.

Motion carried.

ADOPTION OF BUDGET AMENDMENT # 7, FY' 2016-17 – Landscape Design and Construction

Manager Vick presented this as follow up to previous Board action on the contract award for Landscape Design and Construction. Discussion included work not yet completed including the trimming of the trees in the Township Hall courtyard, signage and pump station landscaping.

L. Weaire moved and S. Theis seconded to adopt Resolution No. 16-028 adopting Budget Amendment # 7, FY' 2016-17, approving utilizing \$21,000 from General Fund Fund Balance toward costs associated with landscape design and construction.

Ayes: M. Slaton, A. Bollin, R. Drouillard, S. Combs, S. Theis, L. Weaire, P. Michel

Nays: None.

Motion carried.

AUTHORIZATION TO PURCHASE – Grinder Stations, Dubois-Cooper

Manager Vick provided an overview of the need for additional grinder pumps due to new construction and old grinder stations that are failing and noted the Township can expect more frequent purchases because of aging grinder stations reaching their life expectancy. Discussion including tracking purchases, current inventory, single-source supplier due to design criteria, and life expectancy.

L. Weaire moved and A. Bollin seconded to accept the unit pricing submitted by Dubois-Cooper dated 11/3/2016 for the purchase of grinder stations and ancillary parts for a not-to-exceed amount of \$39,580.04 and authorizing the Manager to make said purchase.

Ayes: L. Weaire, S. Theis, S. Combs, R. Drouillard, A. Bollin, M. Slaton, P. Michel

Nays: None.

Motion carried.

AUTHORIZATION OF WAGES AND BENEFITS – Deputy Treasurer

Treasurer Drouillard provided an overview of the transition in the Treasurer's office and her appointment of Deb Hawk as her Deputy Treasurer and requested approval of her hourly wage stating her experience, historical knowledge, qualifications and certifications contributed to her recommendation of the hourly rate. Discussion included former Deputy Treasurer's wage and D. Hawk's wage when she was in the position, neighboring communities used for comparables, adopted wage study and implementation, job description is the same, represents a 25% increase above the previous deputy's wage and D. Hawk's when she was in the position, study and wage considered the same individuals certifications and experience when determining the baseline at that time, job description has not changed, confirmation that the number of years worked PTO/Sick/et al benefits would not be inclusive of years serving as an elected official since electeds are not eligible for it. Manager summarized the compensation study and the use of it as a tool for adjusting wages. Treasurer clarified it is a full time position with benefits.

R. Drouillard moved and P. Michel seconded to accept the Treasurer's recommendation and set the wage for Deputy Treasurer Deb Hawk at \$25.31/hour and continue within the same MERS group based on her experience, dedication and longevity immediately effective at the beginning of the Treasurer's term. A

budget amendment will be brought to the Board in a subsequent meeting.

Ayes: S. Theis, S. Combs, R. Drouillard, M. Slaton, P. Michel

Nays: L. Weaire, A. Bollin

Motion carried.

LIVINGSTON COMMUNITY WATER AUTHORITY RECONCILIATION INVOICE

Manager Vick provided a brief history of the Water Authority, the Master Operating Agreement (MOA) and associated member legal obligations stating the LCWA resolution memorialized the member financial obligations to date under the MOA, the next amendment will incorporate the build out of the booster station, Brighton Township is owed monies by the other members due to the joint project funded through the Township and Lake Trust Credit Union, timing of the payments by other communities and Brighton Township's obligation per Invoice # 8. Discussion included timing of MOA amendment and desire to rectify the outstanding balance by fiscal year end.

A. Bollin moved and P. Michel seconded **to acknowledge the receipt of LCWA Resolution No. 16-002, Resolution Regarding Reconciliation of Costs, and to have the Township Board revisit the payment due, specifically Invoice # 008 included in the Resolution, no later than February 1, 2017, in hopes of final reconciliation by Brighton Township by the end of the current fiscal year and secondly to request that LCWA be notified of Brighton Township's desire to move forward with the Second Amendment to the Master Operating Agreement.**

Motion carried.

REPORTS AND CORRESPONDENCE

REPORTS

Zoning Board of Appeals Regular Meeting Minutes – August 24, 2016

Planning Commission Regular Meeting Minutes – September 12, 2016

Livingston Community Water Authority Regular Meeting Minutes – August 17, 2016

L. Weaire – BAFA update included recent grant award, 10-16-16 open house was a success.

M. Slaton – Planning Commission update including discussion of proposed ordinance changes.

A. Bollin – Election update including selection and timing of new voting equipment, voter demographics, and scheduled May election.

P. Michel – SELCRA update; collecting for Toys for Tots, skate park update.

R. Drouillard – Tax bills will be mailed on December 1, 2016.

DEPARTMENTS

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

Voter Turnout Report – November 2016

MANAGER – Provided update on the burned house on Buno Road – demo permit has been pulled; Encore Village update; citizens can sign up for email/text notifications through our website under Newsflash to be kept up to date on Township news; Planning Commission and Board of Trustees annual joint meeting to be scheduled soon.

CORRESPONDENCE

Cromaine District Library Annual Report – FY' 2015-2016

CALL TO THE PUBLIC

Mike Palmer, East Grand River Ave. – Grinder pumps and ordinance changes; 11-18-16 special meeting appointments; suggested new board members abstain from voting in the closed executive session on items that have a 16 year-history; 11-03-04 meeting on sanitary sewer.

Jim Sarna, Woodland Shore Drive – President of Home Owners Association with 77 members; why was Doug Taylor removed from Committee? 48 hours to respond. People should only pay what they owe on the sewer.

Barb Potocki, Woodland Shore Drive – Woodland Lake pump station looks haunted and is overgrown, mud slides into the road; Doug Taylor should be reinstated; her last job was paid entry level even though she was overqualified; received the wage set by the company; welcomed new board members.

Cheryl Guard, Pointe Drive – Board has a legal obligation to reinstate Doug Taylor; removal was based on inaccurate information. Allotted remaining minutes to Mike Palmer.

Mike Palmer, East Grand River Avenue – Former Supervisor is to blame for removing Doug Taylor from Utilities Committee; Township doesn't own any LCWA infrastructure yet invested millions of dollars in it.

CLOSED EXECUTIVE SESSION – 1. Trial or Settlement Strategy in Connection with litigation specifically Dennis Shoner and Barbara Potocki V. Brighton Township including Written Legal Communication dated November 3, 2016 and November 8, 2016 and 2. Written Legal Communication dated October 26, 2016
A. Bollin moved and L. Weaire seconded **to go into closed executive session to discuss trial or settlement strategy in connection with litigation specifically Dennis Shoner and Barbara Potocki v. Brighton Township including written legal communication dated November 3, 2016 and November 8, 2016 and written legal communication dated October 26, 2016.**

Ayes: L. Weaire, S. Theis, S. Combs, R. Drouillard, A. Bollin, M. Slaton, P. Michel

Nays: None.

Motion carried.

The Board went into closed executive session at 9:36 P.M.

The Board returned to open session at 11:05 P.M.

A. Bollin moved and P. Michel seconded **that based upon the Attorney's recommendation to hereby request our State Representative to request an Attorney General's opinion to determine whether or not a conflict of interest exists for our Brighton Township Board of Trustee Liaison's serving on the SELCRA Board.**

Motion carried.

Consensus was that the Manager would notify M. St. Charles, Green Oak Township, of the request.

ADJOURNMENT

A. Bollin moved and L. Weaire seconded to adjourn. Motion carried.

The meeting adjourned at 11:07 P.M.

Respectfully submitted,

Ann M. Bollin, CMC, CMMC, Clerk

Patrick Michel, Supervisor

BRIGHTON TOWNSHIP

12/19/2016

ACCOUNTS PAYABLE

ACCOUNTS PAYABLE:

GENERAL FUND	\$53,058.90
LIQUOR LAW	\$128.46
SEWER O & M	\$82,108.93
T & A DOGS	\$410.00
PATHWAYS	\$25,325.70
CONSTRUCTION ESCROW	\$51,945.48
MUNICIPAL REFUSE	\$4,196.40
AQUATICS- OWL	\$160.00

TOTAL ACCOUNTS PAYABLE TO APPROVE \$217,333.87

VENDOR APPROVAL SUMMARY REPORT
 BOT 12-19-16

Date: 12/14/2016
 Time: 2:29pm
 Page: 1

CHARTER TOWNSHIP OF BRIGHTON

Vendor Name	Vendor Number	Description	Check Amount	Hand Check Amount
21ST CENTURY LASER ENGRAVING	21ST CENTU	4 NAME BADGES	39.80	0.00
ADVANCED UNDERGROUND	ADVANCED	CLEAN PUMP STATION #1	6,750.00	0.00
ALAN'S ASPHALT MAINTENANCE INC	ALAN'S	1 OF 5 SNOW PAYMENTS	3,195.60	0.00
AMEC FOSTER WHEELER	AMEC	COLLETT DUMP MONITORING	2,558.20	0.00
AMERICAN AWARDS & ENGRAVING	AMERIC	DESK NAME PLATES	24.60	0.00
ARBOR SPRINGS WATER CO., INC.	ARBOR SP	SUPPLIES	31.50	0.00
ASTI ENVIRONMENTAL	ASTI	TREE INSPECTION TWSP HALL	350.00	0.00
B & N LAWN INC	B&N	FALL CLEAN UP	1,325.00	0.00
BLUE CROSS BLUE SHIELD OF MI	BCBS	BLUE CROSS INSURANCE	11,860.83	0.00
BRIGHTON AREA FIRE AUTHORITY	FIRE AUTH	SET-UP & TEAR DOWN ELECTION	364.65	0.00
BRIGHTON AUTO SERVICE INC	BRIGHT	OIL CHANGE & REPAIR MASS AIR	454.74	0.00
BRIGHTON TOWNSHIP	BRIGHTON T	REFUND BALANCE OF ESCROW	55,871.67	0.00
BUDGET STABILIZATION	BUDGET STA	TRANSFER CD INTEREST	680.55	0.00
BUSINESS IMAGING GROUP, INC	BUSINESS I	BUSINESS CARDS- MICHEL, HAWK,	293.80	0.00
CITIZENS	CITIZ	EDUCATION & SUPPLIES	590.50	0.00
COACTIVE SYSTEMS CO	COACTIVE	MONITORING- ANNUAL SERVICE FEE	180.00	0.00
JOHN COGLEY	COGLEY	DEC BOR 12-13-16	185.00	0.00
COMCAST	COMCAST	INTERNET	245.45	0.00
JOHN DORSET	DORSET	ZBA PER DIEM 11-30-16	80.00	0.00
DTE	DTE	UTILITIES	0.00	576.91
DUBOIS-COOPER ASSOCIATES	DUBOIS	75 ' SUPPLY CABLE KIT	44,814.50	0.00
ECONO PRINT	ECONO PRIN	WINTER TAX BILLS	1,776.36	0.00
EVERGREEN OUTDOOR, INC	EVERGREEN	INSTALLATION OF LANDSCAPE	9,587.50	0.00
JOHN GIBBONS	GIBBONS	ZBA PER DIEM 11-30-16	80.00	0.00
FRANK GRAPENTIEN	GRAPEN	DEC BOR 12-13-16	205.00	0.00
GRAPHIC SCIENCES, INC	GRAPHIC	25 BOXES DOCS AND DRAWINGS	6,896.53	0.00
HARRIS & LITERSKI	HARRIS &	LEGAL SERVICES	2,242.25	0.00
INFRASTRUCTURE ALTERNATIVES,	INFRASTRUC	O & M WWTP DECEMBER 2016	16,371.17	0.00
J NEEDHAM & SONS PLUMBING	J NEEDHAM	MENS RESTROOM REPAIR	157.00	0.00
STACY A KALISZEWSKI	KALISZEWSK	ASSESSORS LUNCHEON	55.76	0.00
KONICA MINOLTA ALBIN	KONICA	COPIER METER/MAINTENANCE	55.94	0.00
LIVINGSTON COUNTY TREASURER	LIV CTY TR	DOG LICENSE FEES- NOVEMBER	372.50	0.00
LIVINGSTON CTY PRESS & ARGUS	GANNET	LEGAL NOTICES	370.00	0.00
JAMES MCKEON	MCKEON	ZBA PER DIEM 11-30-16	80.00	0.00
MI ASSOC OF MUNICIPAL CLERKS	MAMC	2017 MEMBERSHIP DUES- STEPHENS	320.00	0.00
STATE OF MICHIGAN	DEQ	NPDES ANNUAL PERMIT FEE WWTP	1,950.00	0.00
NORTH CENTRAL LABORATORIES	NCL	SUPPLIES	3,081.17	0.00
ORCHARD, HILTZ & MCCLIMENT INC	OHM	E. GRAND RIVER SIDEWALK	29,785.20	0.00
PEA CORPORATE OFFICE	PEA	LANDSCAPE DESIGN PROF SERVICES	1,148.00	0.00
PREIN & NEWHOF	PREI	SAD- OWL-DAM SLOPE REMEDIATION	160.00	0.00
QUALITY ASSURANCE SERVICES, LL	QUALITY AS	ANNUAL SERVICE & CALIBRATION	230.00	0.00
REGISTER OF DEEDS	REGISTER	RECORD SEWER EASEMENT	30.00	0.00
RIZZO	RIZZO	SAD- WOOD/AIR HILLS RUBBISH	4,346.40	0.00
SHRED-IT USA LLC	SHRED-IT	OFF SITE PURGE RECORDS	55.34	0.00
JEFFREY STINEDURF	STINEDURF	DEC BOR 12-13-16	185.00	0.00
THE GARBAGE MAN	GARBAGE	LARGE ITEM PICKUP- PREPAID	15.00	0.00
TLS CONSTRUCTION LLC	TLS CONSTR	9760 DORNOCH	5,087.19	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	0.00	117.01
Grand Total:			216,639.95	693.92

INVOICE APPROVAL LIST BY FUND
BOT 12-19-16

Date: 12/15/2016
Time: 9:00am
Page: 1

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:							
101-000-084.336		FROM FIRE	ALAN'S ASPHALT MAINTENANCE INC	29421		12/19/2016	681.76
			1 OF 5 SNOW PAYMENTS		00511		
101-000-214.257		DUE TO BUD	BUDGET STABILIZATION	29435		12/19/2016	680.55
			TRANSFER CD INTEREST		45502		
					Total		1,362.31
Dept: LEGISLATIVE-TWSP BOARD							
101-101-727.000		SUPPLIES	BUSINESS IMAGING GROUP, INC	29436		12/19/2016	65.76
			BUSINESS CARDS- COMBS		246668		
101-101-727.000		SUPPLIES	21ST CENTURY LASER ENGRAVING	29419		12/19/2016	19.90
			4 NAME BADGES		C2267		
101-101-819.000		ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC	29459		12/19/2016	250.00
			ENGINEERING SERVICES		182020		
101-101-860.000		EDUCATION	CITIZENS	29437		12/19/2016	229.00
			EDUCATION & SUPPLIES		45560		
101-101-900.000		PRNT/PUBL	LIVINGSTON CTY PRESS & ARGUS	29454		12/19/2016	170.00
			LEGAL NOTICES		6729181		
					Total	LEGISLATIVE-TWSP BOARD	734.66
Dept: SUPERVISOR							
101-171-727.000		SUPPLIES	BUSINESS IMAGING GROUP, INC	29436		12/19/2016	50.76
			BUSINESS CARDS- MICHEL, HAWK,		246512		
101-171-727.000		SUPPLIES	21ST CENTURY LASER ENGRAVING	29419		12/19/2016	9.95
			4 NAME BADGES		C2267		
					Total	SUPERVISOR	60.71
Dept: ADMINISTRATION-MANAGER							
101-172-716.000		HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	351.63
			BLUE CROSS INSURANCE		45563		
101-172-727.000		SUPPLIES	AMERICAN AWARDS & ENGRAVING	29423		12/19/2016	12.30
			DESK NAME PLATES		31599		
					Total	ADMINISTRATION-MANAGER	363.93
Dept: ELECTIONS							
101-191-714.000		ELEC WORK	BRIGHTON AREA FIRE AUTHORITY	29428		12/19/2016	364.65
			SET-UP & TEAR DOWN ELECTION		741		
101-191-716.000		HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	658.39
			BLUE CROSS INSURANCE		45563		
					Total	ELECTIONS	1,023.04
Dept: ASSESSOR							

INVOICE APPROVAL LIST BY FUND
BOT 12-19-16

Date: 12/15/2016
Time: 9:00am
Page: 2

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: ASSESSOR							
101-209-708.000		PER DIEM	JEFFREY STINEDURF	29466		12/19/2003	105.00
			DEC BOR 12-13-16		45550		
101-209-708.000		PER DIEM	JOHN COGLEY	29439		12/19/2016	105.00
			DEC BOR 12-13-16		45551		
101-209-708.000		PER DIEM	FRANK GRAPENTIEN	29446		12/19/2016	105.00
			DEC BOR 12-13-16		45552		
101-209-716.000		HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	3,425.63
			BLUE CROSS INSURANCE		45563		
101-209-727.000		SUPPLIES	AMERICAN AWARDS & ENGRAVING	29423		12/19/2016	12.30
			DESK NAME PLATES		31599		
101-209-860.000		EDUCATION	STACY A KALISZEWSKI	29451		12/19/2016	55.76
			ASSESSORS LUNCHEON		45558		

Total ASSESSOR							3,808.69
Dept: TOWNSHIP CLERK							
101-215-716.000		HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	4,239.81
			BLUE CROSS INSURANCE		45563		
101-215-826.200		RCD RETENT	SHRED-IT USA LLC	29465		12/19/2016	55.34
			OFF SITE PURGE RECORDS		8121270213		
101-215-860.000		EDUCATION	MI ASSOC OF MUNICIPAL CLERKS	29456		12/19/2016	140.00
			CMMC CERTIFICATION- BOLLIN		45510		
101-215-860.000		EDUCATION	MI ASSOC OF MUNICIPAL CLERKS	29456		12/19/2016	60.00
			2017 MEMBERSHIP DUES- STEPHENS		45562		
101-215-958.000		DUE	MI ASSOC OF MUNICIPAL CLERKS	29456		12/19/2016	60.00
			2017 MEMBERSHIP DUES- CAMPBELL		45496		
101-215-958.000		DUE	MI ASSOC OF MUNICIPAL CLERKS	29456		12/19/2016	60.00
			2017 MEMBERSHIP DUES- MIRAS		45497		

Total TOWNSHIP CLERK							4,615.15
Dept: TREASURER							
101-253-716.000		HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	1,472.56
			BLUE CROSS INSURANCE		45563		
101-253-727.000		SUPPLIES	BUSINESS IMAGING GROUP, INC	29436		12/19/2016	101.52
			BUSINESS CARDS- MICHEL, HAWK,		246512		
101-253-727.000		SUPPLIES	21ST CENTURY LASER ENGRAVING	29419		12/19/2016	9.95
			4 NAME BADGES		C2267		
101-253-727.000		SUPPLIES	CITIZENS	29437		12/19/2016	132.50
			EDUCATION & SUPPLIES		45560		
101-253-727.250		P.T. FORMS	ECONO PRINT	29443		12/19/2016	1,776.36
			WINTER TAX BILLS		59223		
101-253-860.000		EDUCATION	CITIZENS	29437		12/19/2016	229.00
			EDUCATION & SUPPLIES		45560		

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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: TREASURER							
						Total TREASURER	3,721.89
Dept: TOWNSHIP HALL/GROUNDS							
101-265-727.000		SUPPLIES	BUSINESS IMAGING GROUP, INC	29436		12/19/2016	25.00
			BUSINESS CARDS- MICHEL, HAWK,		246512		
101-265-730.000		POSTAGE	USPS POSTAGE BY PHONE	29469		12/19/2016	2,000.00
			POSTAGE		45503		
101-265-804.000		CONTRACTED	VALLEY CITY LINEN, INC	29470		12/19/2016	100.25
			FLOOR MATS		28390259		
101-265-818.000		CONSULTING	ASTI ENVIRONMENTAL	29425		12/19/2016	350.00
			TREE INSPECTION TWSP HALL		029803		
101-265-921.000		ST LTG	BRIGHTON TOWNSHIP	29432		12/19/2016	26.61
			4712-32-104-040 WINTER TAX		45524		
101-265-923.000		WATER/SEW	BRIGHTON TOWNSHIP	29472		12/19/2016	766.32
			4712-32-104-082 WINTER TAX		45525		
101-265-923.000		WATER/SEW	BRIGHTON TOWNSHIP	29433		12/19/2016	1,869.15
			PAYOFF SEWER SAD		45530		
101-265-930.000		BLDG M&R	J NEEDHAM & SONS PLUMBING	29450		12/19/2016	157.00
			MENS RESTROOM REPAIR		30642		
101-265-932.000		GRNDS M&R	B & N LAWN INC	29426		12/19/2016	175.00
			FALL CLEAN UP		852989		
101-265-932.000		GRNDS M&R	RIZZO	29464		12/19/2016	80.00
			RUBBISH REMOVAL- TWSP HALL		846734		
101-265-932.000		GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	29421		12/19/2016	1,368.40
			1 OF 5 SNOW PAYMENTS		00511		
101-265-974.000		CAP IMP	PEA CORPORATE OFFICE	29460		12/19/2016	1,148.00
			LANDSCAPE DESIGN PROF SERVICES		72495		
101-265-974.000		CAP IMP	EVERGREEN OUTDOOR, INC	29444		12/19/2016	9,587.50
			INSTALLATION OF LANDSCAPE		25258		
						Total TOWNSHIP HALL/GROUNDS	17,653.23
Dept: CEMETERY							
101-276-932.000		GRNDS M&R	B & N LAWN INC	29426		12/19/2016	750.00
			FALL CLEAN UP		852989		
						Total CEMETERY	750.00
Dept: OTHER CHARGES & SERVICES							
101-299-804.000		CONTRACTED	COMCAST	29440		12/19/2016	155.46
			CABLE/INTERNET		45553		
101-299-827.000		LEGAL	HARRIS & LITERSKI	29448		12/19/2016	300.00
			LEGAL SERVICES		163446		

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: OTHER CHARGES & SERVICES						
101-299-827.000	LEGAL	HARRIS & LITERSKI	29448		12/19/2016	1,490.75
		LEGAL SERVICES		163445		
101-299-853.000	TELEPHONE	VERIZON WIRELESS	29417		12/14/2016	117.01
		TELEPHONE		9776053002		
101-299-931.000	EQUIPT M&R	COACTIVE SYSTEMS CO	29438		12/19/2016	180.00
		MONITORING- ANNUAL SERVICE FEE		2372		
101-299-931.000	EQUIPT M&R	KONICA MINOLTA ALBIN	29452		12/19/2016	55.94
		COPIER METER/MAINTENANCE		9003009326		
101-299-933.000	VEHCL M&R	BRIGHTON AUTO SERVICE INC	29429		12/19/2016	454.74
		OIL CHANGE & REPAIR MASS AIR		71374		

				Total OTHER CHARGES & SERVICES		2,753.90
Dept: FIRE DEPARTMENT						
101-336-921.000	ST LTG	BRIGHTON TOWNSHIP	29431		12/19/2016	26.61
		4712-32-103-101- WINTER TAX		45523		
101-336-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC	29421		12/19/2016	170.44
		1 OF 5 SNOW PAYMENTS		00511		

				Total FIRE DEPARTMENT		197.05
Dept: PLANNING						
101-400-708.000	PER DIEM	FRANK GRAPENTIEN	29446		12/19/2016	100.00
		ZBA PER DIEM 11-30-16		45531		
101-400-708.000	PER DIEM	JOHN DORSET	29441		12/19/2016	80.00
		ZBA PER DIEM 11-30-16		45532		
101-400-708.000	PER DIEM	JEFFREY STINEDURF	29466		12/19/2016	80.00
		ZBA PER DIEM 11-30-16		45533		
101-400-708.000	PER DIEM	JOHN COGLEY	29439		12/19/2016	80.00
		ZBA PER DIEM 11-30-16		45534		
101-400-708.000	PER DIEM	JOHN GIBBONS	29445		12/19/2016	80.00
		ZBA PER DIEM 11-30-16		45535		
101-400-708.000	PER DIEM	JAMES MCKEON	29455		12/19/2016	80.00
		ZBA PER DIEM 11-30-16		45536		
101-400-716.000	HOSP INS	BLUE CROSS BLUE SHIELD OF MI	29427		12/19/2016	1,413.07
		BLUE CROSS INSURANCE		45563		
101-400-727.000	SUPPLIES	BUSINESS IMAGING GROUP, INC	29436		12/19/2016	50.76
		BUSINESS CARDS- MICHEL, HAWK,		246512		
101-400-803.000	SP PROJECT	GRAPHIC SCIENCES, INC	29447		12/19/2016	6,896.53
		25 BOXES DOCS AND DRAWINGS		0142592-IN		
101-400-819.000	ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC	29459		12/19/2016	250.00
		ENGINEERING SERVICES		182020		
101-400-900.900	PUBLISHING	LIVINGSTON CTY PRESS & ARGUS	29454		12/19/2016	200.00
		LEGAL NOTICES		6729181		

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	Account	GL Number	Vendor Name	Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND									
Dept: PLANNING									
Total PLANNING									9,310.36
Dept: CODE ENFORCEMENT									
101-412-716.000			HOSP INS	BLUE CROSS BLUE SHIELD OF MI	BLUE CROSS INSURANCE	29427		12/19/2016	171.28
							45563		
Total CODE ENFORCEMENT									171.28
Dept: ROADS									
101-446-819.000			ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC	MDOT OLD US-23 SEWER RELOCATIO	29459		12/19/2016	1,329.50
							182017		
Total ROADS									1,329.50
Dept: ENVIRONMENTAL									
101-525-818.200			COLLETT	AMEC FOSTER WHEELER	COLLETT DUMP MONITORING	29422		12/19/2016	2,558.20
							H06101646		
Total ENVIRONMENTAL									2,558.20
Dept: MUNICIPAL REFUSE COLLECTION									
101-528-826.000			CONTRACTS	THE GARBAGE MAN	LARGE ITEM PICKUP- PREPAID	29467		12/19/2016	15.00
							1111965		
Total MUNICIPAL REFUSE COLLECTION									15.00
Dept: SEWER AND WATER									
101-536-819.000			ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	29459		12/19/2016	2,505.00
101-536-819.000			ENG SVS O	ORCHARD, HILTZ & MCCLIMENT INC	ENGINEERING SERVICES	29459		12/19/2016	125.00
							182020		
Total SEWER AND WATER									2,630.00
Fund Total									53,058.90
Fund: LIQUOR LAW ENFORCEMENT FUND									
Dept:									
212-000-716.000			HOSP INS	BLUE CROSS BLUE SHIELD OF MI	BLUE CROSS INSURANCE	29427		12/19/2016	128.46
							45563		
Total									128.46
Fund Total									128.46

Fund: SEWER O & M FUND

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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:						
590-000-033.300	PROP OWNER	TLS CONSTRUCTION LLC 9760 DORNOCH	29468	1531	12/19/2016	1,337.19
590-000-140.000	INVENTORY	DUBOIS-COOPER ASSOCIATES E/ONE SIMPLEX 160 STATION	29442	195849	12/19/2016	6,040.00
590-000-140.000	INVENTORY	DUBOIS-COOPER ASSOCIATES 10- E/ONE SIMPLEX 93 STATIONS	29442	195796	12/19/2016	38,090.00
590-000-203.000	NEW CONNEC	TLS CONSTRUCTION LLC 9760 DORNOCH	29468	1531	12/19/2016	3,750.00
Total						49,217.19
Dept: ADMINISTRATION						
590-537-826.100	COMPUT SPT	COMCAST INTERNET	29440	45554	12/19/2016	89.99
590-537-827.000	LEGAL	REGISTER OF DEEDS RECORD SEWER EASEMENT	29463	45507	12/19/2016	30.00
590-537-827.010	LITIGATION	HARRIS & LITERSKI LEGAL SERVICES	29448	163445	12/19/2016	451.50
590-537-961.000	ADMIN FEE	BRIGHTON TOWNSHIP QUARTERLY ADMIN FEE- SEWER	29471	45501	12/19/2016	1,200.00
Total ADMINISTRATION						1,771.49
Dept: OPERATION AND MAINTENANCE						
590-540-727.000	SUPPLIES	NORTH CENTRAL LABORATORIES SUPPLIES	29458	382010	12/19/2016	2,615.17
590-540-727.000	SUPPLIES	ARBOR SPRINGS WATER CO., INC. SUPPLIES	29424	1638771	12/19/2016	31.50
590-540-727.000	SUPPLIES	DUBOIS-COOPER ASSOCIATES 75 ' SUPPLY CABLE KIT	29442	195798	12/19/2016	462.00
590-540-727.000	SUPPLIES	NORTH CENTRAL LABORATORIES SUPPLIES	29458	382378	12/19/2016	466.00
590-540-804.300	CONT-FIXED	INFRASTRUCTURE ALTERNATIVES, O & M WWTP DECEMBER 2016	29449	18330	12/19/2016	16,371.17
590-540-920.000	UTILITIES	DTE UTILITIES	29418	45529	12/14/2016	576.91
590-540-931.000	EQUIPT M&R	QUALITY ASSURANCE SERVICES, LL ANNUAL SERVICE & CALIBRATION	29462	12031601	12/19/2016	230.00
590-540-932.000	GRNDS M&R	B & N LAWN INC FALL CLEAN UP	29426	852989	12/19/2016	400.00
590-540-932.000	GRNDS M&R	RIZZO RUBBISH REMOVAL- WWTP	29464	824746	12/19/2016	70.00
590-540-932.000	GRNDS M&R	ALAN'S ASPHALT MAINTENANCE INC 1 OF 5 SNOW PAYMENTS	29421	00511	12/19/2016	975.00

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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						
590-540-936.000	SYST MAINT	ADVANCED UNDERGROUND CLEAN PUMP STATION #1	29420	12203	12/19/2016	6,750.00
590-540-936.000	SYST MAINT	DUBOIS-COOPER ASSOCIATES FLAP VALVE ASSY NEO	29442	1033607	12/19/2016	222.50
590-540-962.000	PERMIT FEE	STATE OF MICHIGAN NPDES ANNUAL PERMIT FEE WWTP	29457	761-8127411	12/19/2016	1,950.00
Total OPERATION AND MAINTENANCE						31,120.25
Fund Total						82,108.93
Fund: TRUST AND AGENCY FUND						
Dept:						
701-000-221.400	DOG LICENS	LIVINGSTON COUNTY TREASURER DOG LICENSE FEES- NOVEMBER	29453	45526	12/19/2016	372.50
701-000-221.400	DOG LICENS	BRIGHTON TOWNSHIP DOG LICENSE FEES- NOVEMBER	29473	45527	12/19/2016	37.50
Total						410.00
Fund Total						410.00
Fund: PATHWAYS FUND						
Dept:						
702-000-967.000	PRJCT COST	ORCHARD, HILTZ & MCCLIMENT INC E. GRAND RIVER SIDEWALK	29459	182018	12/19/2016	25,325.70
Total						25,325.70
Fund Total						25,325.70
Fund: CONSTRUCTION ESCROW						
Dept:						
793-000-224.953	US 23 WATE	BRIGHTON TOWNSHIP REFUND BALANCE OF ESCROW	29434	45559	12/19/2016	51,945.48
Total						51,945.48
Fund Total						51,945.48

Fund: MUNICIPAL REFUSE
Dept: WOODLAND/AIRWAY ASSESSMENT

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CHARTER TOWNSHIP OF BRIGHTON

Fund	Department	Account	GL Number	Vendor Name	Check Number	Invoice Number	Due Date	Amount
Fund: MUNICIPAL REFUSE								
Dept: WOODLAND/AIRWAY ASSESSMENT								
	871-529-967.100		ADDL PROJ	RIZZO	29464	822963	12/19/2016	4,196.40
				SAD- WOOD/AIR HILLS RUBBISH				
						Total WOODLAND/AIRWAY ASSESSMENT		4,196.40
							Fund Total	4,196.40
Fund: SAD AQUATICS								
Dept: WOODLAND LAKE AQUATIC								
	880-550-967.000		PRJCT COST	PREIN & NEWHOF	29461	37039	12/19/2016	160.00
				SAD- OWL-DAM SLOPE REMEDIATION				
						Total WOODLAND LAKE AQUATIC		160.00
							Fund Total	160.00
							Grand Total	217,333.87

AGENDA NOTES

MEETING DATE: December 15, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Appeal of Administrative Interpretation – Policy #807

EXPLANATION OF TOPIC:

The Township is in receipt of a letter dated December 7, 2016 from attorney Dennis Brewer seeking an appeal of the Manager’s interpretation of policy #807. Mr. Brewer is representing Stephen and Kimberly Rushak who are building a home at 8321 Hilton Road.

During the Municipal Sewer Permit Application process the homeowner was informed in a letter from the Township Manager dated November 7, 2016 of the estimated cost to install a grinder pump at the site of their new home.

Policy #807 states, in part, “ Effective July 1, 2005 installation of the grinder pump on parcels in the original system that were vacant at the time that collection system was constructed shall also be at the expense of the property owner at the time of installation.” This vacant property was included in the original SAD and as such staff has applied policy #807 in the same manner as it has to approximately 13 other vacant properties since its adoption.

Policy #202 indicates that the Manager’s interpretation may be appealed in writing to the administrative policies committee of the Board. It is my understanding that the Township Board does not have a standing Administrative Policies Committee and would need to make appointments to fulfill this role.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Letter from Dennis Brewer dated December 7, 2016
- Administrative Policy #807
- Administrative Policy #202
- Letter from Township Manager dated November 7, 2016

RECOMMENDATION: To appoint three Township Board Members to act as the Administrative Policies Committee to hear the appeal as requested by Mr. Brewer on behalf of Mr. and Mrs. Rushak.

SUGGESTED MOTION: Motion by _____, supported by _____ to appoint _____, _____, and _____ to act as the Administrative Policies Committee to hear the appeal as requested by Mr. Brewer on behalf of Mr. and Mrs. Rushak.

ROLL CALL VOTE REQUIRED? Yes

DENNIS L. BREWER
Attorney at Law
2000 Grand River Annex, Suite 200
Brighton, MI 48114
(810) 227-7878

December 7, 2016

Anne Bollin
Brighton Township Clerk
4363 Buno Rd
Brighton, MI 48114

Dear Ms. Bolin:

I am requesting on behalf of my client's Stephen and Kimberlee Rushak to be placed on the agenda for your December 19, 2016 meeting. The Rushak's are requesting a review of the Township Manager's interpretation of the funding of construction for the sewer hookup on their property located at 8321 Hilton Rd. The Rushak's have been informed by Mr. Vick that despite the sewer assessment being paid in full by the Rushak's predecessor's in title, that they are responsible to pay an additional fee for the sewer to be hooked up on their construction project.

Please let me know if you need anything further from me or if additional steps must be taken to be placed on the agenda.

Sincerely,


Dennis L. Brewer

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 807 (page 1 of 1)

Effective Date: July 6, 2004

Amended Date: May 19, 2008

Amended Date: December 26, 2013

Policy Regarding: **FUNDING OF CONSTRUCTION**

All collection system construction must be funded by the properties receiving any current or future benefit from the construction. Funding shall be through a special assessment, a developer construction or such other funding as may be allowed by law.

All costs for sewer main extensions shall be paid by the benefiting district unless the Township has agreed to pay a portion of those costs due to oversizing for future users.

Collection system construction costs shall include gravity mains, low pressure force mains, service leads, grinder pumps, electrical lines from the exterior electric utility company's electrical meter to the grinder pump (including a control/alarm panel and the electrical connection to the existing electric utility company's electric meter) and restoration of the area following construction. Installation of the grinder pump on parcels that are vacant at the time the collection system is constructed shall be at the expense of the property owner at the time of installation. Effective July 1, 2005 installation of the grinder pump on parcels in the original system that were vacant at the time that collection system was constructed shall also be at the expense of the property owner at the time of installation.

The method of assigning costs for construction of collection systems not funded by a developer shall be determined by the Township Board on a case-by-case basis.

CHARTER TOWNSHIP OF BRIGHTON

Administrative Policy No.: 202 (page 1 of 1)

Effective Date: July 6, 2004

Policy Regarding: **AUTHORITY TO INTERPRET THE PROVISIONS
OF THIS MANUAL**

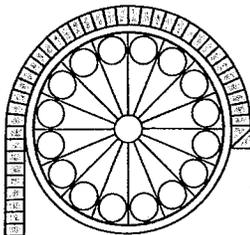
The Township Manager shall provide to department heads and employees interpretations to implement the provisions of the administrative policies and procedures manual. These interpretations shall be considered authoritative and binding unless the interpretation is appealed in the following manner.

The manager's interpretations shall be in writing and filed with the manager's copy of the personnel policies.

The Manager's interpretation may be appealed in writing to the administrative policies committee of the Board within ten days of the manager's decision.

Decisions of the administrative policies committee may be appealed to the Board. Any such appeal shall be made at a regular meeting of the Board. Such appeal needs to be on the agenda in accordance with policy #207. The Board and/or the administrative policies committee may uphold, overturn or alter all or part of any interpretations made pursuant to this section.

All interpretations and decisions shall be in writing and shall include an explanation of and reasons for the decision or interpretation.



CHARTER TOWNSHIP OF BRIGHTON

4363 Buno Rd. • Brighton, Michigan 48114-9298 • Telephone: (810) 229-0550 Fax: (810) 229-1778
www.brightontwp.com

November 7, 2016

Stephen Ronald Rushak
Kimberlee Ann Rushak
1802 Mist Wood Dr
Howell, MI 48843

RE: 8321 Hilton Rd
TAX ID #4712-19-301-011

Dear Mr. and Mrs. Rushak:

Enclosed is an estimate for installation of a grinder pump at the above-referenced property. Please remit the stated amount of \$15,759.00 to the Township to initiate the process and to schedule the work. Please note this estimate could change.

Also enclosed are two sets of the Grinder Easement form, along with the Grinder Locate Sheet. Both sets of these forms must be signed before a Notary. Return one set to the Township. One copy will be recorded with the Register of Deeds and the other copy will be for your files. **Or, if more convenient, you may sign the form in person at the Township Hall and it will be notarized at that time. Please call in advance to make an appointment with the Notary on staff.**

Once both the payment and the notarized Grinder Easement form have been received by the Township, then the work can be scheduled.

Sincerely,

Brian P. Vick
Township Manager

Enclosure

cc: Treasury Department
Accounting
File

**COST BREAKDOWN
8321 Hilton
Date 11/04/2016**

Task		Hours	Cost
Grinder Locate	Done by Township (Infrastructure Alternatives)	2	\$ 88.00
Grinder Station	Simplex 93 station, pump, control panel, 50' cable with 2' ext 2' exst.		\$ 3,809.00 \$ 509.00
Installation Cost	TLS		\$ 11,045.00
Inspection of Installation	Done by Township (Infrastructure Alternatives)	5	\$ 220.00
Startup of Grinder	Done by Township (Infrastructure Alternatives)	2	\$ 88.00
TOTAL			\$ 15,759.00

This is an estimate and prices may vary due to site conditions

homeowner is responsible for connection of the sanitary outlet from the house to the grinder station

PLEASE NOTE IF THERE IS DAMAGE TO THE CURB STOP OR CHECK VALVE THERE WILL BE AN ADDITIONAL \$1300.00 ADDED.

TLS CONSTRUCTION LLC
5833 Annabette Lane
MI
(517) 404-5590
matt@tlsoutdoor.com



ESTIMATE

ADDRESS

8321 HILTON
4363 BUNO RD
BRIAN VICK
BRIGHTON, MI 48114

ESTIMATE # 1031

DATE 11/02/2016

ACTIVITY	QTY	RATE	AMOUNT
BTWP - COMPLETE GRINDER PUMP INSTALLATION 93" (SIMPLEX)	1	3,750.00	3,750.00
BTWP - 1-1/2" HDPE SERVICE LEAD INSTALL BY "BORING METHOD" ADDITIONAL PER FOOT	80	35.00	2,800.00
BTWP - 1-1/2" HDPE SERVICE LEAD INSTALL BY "OPEN CUT METHOD" ADDITIONAL PER FOOT	145	31.00	4,495.00

We look forward to working with you!

TOTAL

\$11,045.00

Accepted By

Accepted Date

MUNICIPAL SEWER PERMIT APPLICATION
 Charter Township of Brighton, Livingston County, Michigan

Property ID# 12-19-301-011 Date 4/22/16
 Property Address 8321 Hilton Rd.
 Applicant Name Stephon Rushak
1802 Mistwood Dr. Howell 48843
 Address City State Zip
810-923-1349
 Applicant Phone # Applicant email address

Township Use Only	
Land Use Permit #	_____
Building Permit #	_____
Certificate of Occupancy Date Issued	_____

For Township Use Only

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- Receives land use permit application, tenant occupancy application, and/or sewer/water hook up application. (Starting point for sewer availability, REU assignment, appeals, or payment over time where applicable)

Is Municipal Sanitary Sewer Available? (circle one) YES / NO

➤ If sewer is not available, proceed to County for applicable permits following land use permit approval by Planner.

If Sanitary Sewer is available, how many REU's are assigned? (enter #) 1

Cost of assigned REU's (paid as tap-in fee) \$ in SAD

Planner Signature: Jelly Matthews

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		\$	
Tap-In Fee Receipt Number	Method of Payment (check #)	Total Paid	Date Paid

- Email scanned receipt to Planner, Accountant, Infrastructure Alternatives, and Manager.
- Once tap-in fee payment is received, Planner authorizes proceeding to County for applicable permits following land use permit approval by Planner.

Treasury Department Signature: _____

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- Resident / contractor contacts Infrastructure Alternatives regarding connecting to sewer.
- Infrastructure Alternatives (Determines if grinder pump is needed, creates locate sheet, and calculates connection fee estimate.) Return to Planner if grinder pump is not required

Is Grinder Pump installation needed? (circle one) YES / NO

Cost of Connection Fee: \$ 15,759.⁰⁰

➤ Grinder Pump easement (if necessary) and connection fee invoice prepared by SAD coordinator.

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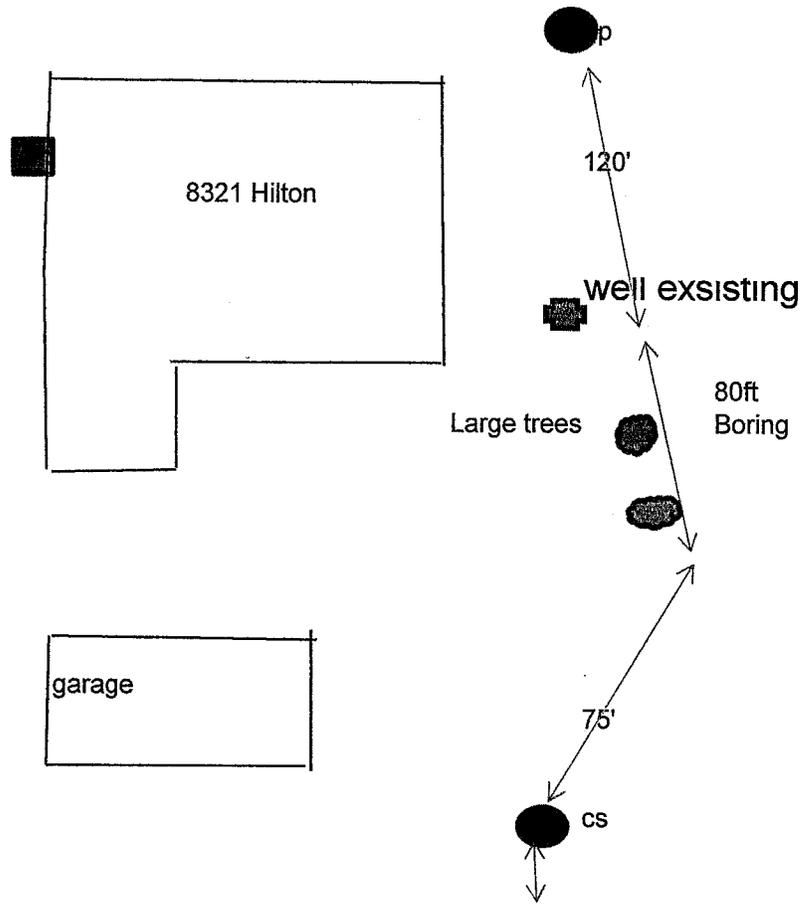
		\$	
Connection Fee Receipt Number	Method of Payment (check #)	Total Paid	Date Paid

- Email scanned receipt to Planner, Accountant, Infrastructure Alternatives, and Manager

Treasury Department Signature: _____

➤ Once connection has been performed and approved by Infrastructure Alternatives, SAD coordinator will communicate to County prior to County...

Exhibit A



8321 Hilton

Home Owners Name:	Steve Rushak	Private Utilities?	no
Address:	8321 Hilton	Sprinklers?	
Telephone :	810-923-1349	Existing lower level Plumbing to be served?	Yes
Property Tax No:	4712-19-301-011	Extra depth required?	yes

Was Occupant Involved in Location of service: Yes No

Comments: Standard station with 2' exstention

GRINDER PUMP LOCATION SHEET

Date:

Project Name: Brighton Township

Client/Contract No. _____

AGENDA NOTES

MEETING DATE: December 19, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: State of Michigan Tax-Foreclosed Property Transfer

EXPLANATION OF TOPIC:

Brighton Township has been contacted by the State of Michigan Department of Treasury informing us that a property within our jurisdiction was foreclosed upon this year under PA 206 of 1893; MCL 211.78 and remain unsold following two public auctions.

Title to the property will transfer to Brighton Township on December 31, 2016 unless the Township objects in writing before December 30, 2016.

This property does not provide have any unique benefit (e.g. location, easement opportunities, siting of future utilities, etc.) to the Township.

Brighton Township Board acted on a similar request back in December 2014 and submitted an objection to two different properties at that time.

An alternate scenario should also be considered. The Township Assessor has been in communication with the property owner of 11943 Commerce, Mark & Twyla Burnard. These Hartland Township residents must drive across the triangular sliver of land to get in and out of their property. It appears as though when they purchased your property in 1996, they should have been deeded the Brighton Township parcel as well. Unfortunately, that did not happen, and since then the property has been sold at tax sale several different times. The alternate scenario would entail the Township taking possession of the parcel in question and Brighton Township conveying the property to the Burnards contingent upon the Burnards paying any required filing/recording fees.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Letter from SOM Department of Treasury dated November 18, 2016.
- Visual representation of property location.
- Sample Letter sent to SOM dated December 19, 2014

RECOMMENDATION: To object to the transfer of property 4712-03-200-006 and submit that written objection to the Department of Treasury prior to December 30, 2016.

SUGGESTED MOTION: Motion by _____, supported by _____ to object to the transfer of property 4712-03-200-006 to Brighton Township and submit that written objection to the Department of Treasury prior to December 30, 2016.

ROLL CALL VOTE REQUIRED? Yes



Brian

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

NICK KHOURI
STATE TREASURER

November 18, 2016

Clerk
Brighton Charter Township
4363 Buno Rd.
Brighton, MI 48114

Dear Municipality Clerk:

SUBJECT: Tax-Foreclosed Property Title Transfer

Enclosed please find a list of parcels in your jurisdiction, which were foreclosed upon this year under Public Act 206 of 1893; MCL 211.78. The Michigan Department of Treasury has previously offered these parcels at two separate tax-foreclosed real property auctions, as required by statute, and they remain unsold.

In accordance with Public Act 206 of 1893; MCL 211.78m(6), we are providing the enclosed list to you for your consideration. **Title to the enclosed parcels will transfer to your municipality on December 31, 2016 unless you object, in writing, to any or all of them before then. Your objection must be sent to my attention, via U.S. mail, at the address listed in the final paragraph.** If you do not object one or more of the listed parcels in writing, we will send the title transfer deed directly to your county register of deeds office for recording, and will then forward the recorded deed to you, upon its return from the register of deeds' office.

Please verify your jurisdiction name and address as noted in the address line, as it will be used for the grantee information on the deed, unless you notify us of a required edit. If you accept the transfer of title, you may indicate such, in writing, at your earliest convenience, to expedite the transfer.

Objections to the transfer of title must be received, in writing, **on or before December 30, 2016** at the Michigan Department of Treasury, Property Services Division, Foreclosure Services Section, P.O. Box 30760, Lansing, Michigan 48909. If you have any questions regarding this matter, please feel free to contact me at 517-335-3113.

Sincerely,

Roxanne L. Harris
Foreclosure Services Section
Property Services Division

Enclosure

LIVINGSTON COUNTY, TOWNSHIP OF BRIGHTON

4712-03-200-006

DnrRef: P2021394/L214667/MinRes

SEC 3 T2N R6E COMM NE COR OF SEC, TH N 89°51'54"W 85.8 FT TO POB, TH S 0°06'14"W 55.24 FT TO C.L. COMMERCE RD,
TH N 82°27'17"W 428.38 FT, TH S 89°51'54"E 424.77 FT TO POB, 0.27AC M/L, PARCEL F2

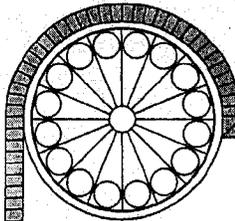
1

End of Listing

47-LIVINGSTON, T-BRIGHTON-313



Jul 12/15/14 BTBT
packet



CHARTER TOWNSHIP OF BRIGHTON

4363 Buno Rd. • Brighton, Michigan 48114-9298 • Telephone: (810) 229-0550 Fax: (810) 229-1778
www.brightontwp.com

December 19, 2014

Roxanne L. Harris
Foreclosure Services Section
Property Services Division
State of Michigan Department of Treasury
P.O. Box 30760
Lansing, MI 48909

Sample

RE: TAX FORECLOSED PROPERTY TITLE TRANSFER

Dear Ms. Harris:

In the October 23, 2014 letter you notified this office that two properties within Brighton Township were foreclosed upon under Public Act 206 of 1983 and remain unsold following two separate auctions. Furthermore, that letter indicated that ownership of both properties would be transferred to Brighton Township on December 30, 2014 unless Brighton Township was to object to the transfer in writing. Per the information you sent, the properties in question are as follows:

4712-19-200-007 DnrRef: P2040104/LI 52275
SEC 19 T2N R6E BEG SW COR OF LOT 13, SANDY SHORES SUB, TH N 73*11 30"W
156.97 FT TH S TO CEN OF SEC, Th E 130 FT,
TH N TO POB, PARCEL C, SPLIT 10-17-78 FROM 12-19-200-001

4712-04-101 -067 DnrRef: P356068/LI 52234
SEC. 4 T2N, R6E, VILLA HEIGHTS OUTLOT C
2 End of Listing 47-LIVINGSTON, T-BRIGHTON-313.

As determined by the Brighton Township Board of Trustees at their December 15, 2014 board meeting, please accept this letter as our objection to the transfer of these two properties to Brighton Township.

If you need any additional information please do not hesitate to contact me.

Sincerely,

Ann M. Bollin, CMC
Township Clerk

AGENDA NOTES

MEETING DATE: December 19, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Fire Station #32 and #33 Lease with BAFA

EXPLANATION OF TOPIC:

Brighton Township has lease agreements with BAFA for their utilization of fire stations #32 and #33. Both of these agreements expire April 30, 2017. I have received the attached letter from BAFA Fire Chief Michael O'Brian expressing the Authority's willingness to extend the agreement for an additional five year period.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Letter from Chif O'Brian dated December 8, 2016
- Existing Lease Agreements

RECOMMENDATION: This material is being provided to the Township Board for discussion purposes. In the event there are any provisions of the existing agreement that the Board would like updated, or discussed with BAFA, staff is seeking that feedback at this time. A formal document would be brought back to the Township Board for adoption at the January Board meeting.

SUGGESTED MOTION: Discussion.

ROLL CALL VOTE REQUIRED? no



BRIGHTON AREA FIRE AUTHORITY

615 W. Grand River Ave.
Brighton, MI 48116
o: 810-229-6640 f: 810-229-1619

December 8, 2016

Brian Vick
Brighton Township Manager
4363 Buno Rd.
Brighton MI, 48114

RE: Renewal Term of Lease Agreements, Station 32 and Station 33

Manager Vick:

Based on the lease agreements between the Charter Township of Brighton and the Brighton Area Fire Authority dated May 1st, 2012 for Station 32 and May 1st, 2013 for Station 33, the Fire Authority is requesting to extend the lease agreements for an additional five year period beginning May 1, 2017 (Section 3B).

The Authority will continue to agree to all terms and conditions as outlined in the lease agreements.

If you have questions or concerns please feel free to contact me at 810-229-6640 or by email at mobrian@brightonareafire.com.

Cordially,

A handwritten signature in black ink, appearing to read "MOB", is written over the typed name of Michael O'Brien.

Michael O'Brien, CFO, MiFirE
Fire Chief

LEASE OF 1580 S. Old US 23, Brighton MI 48114

1. PARTIES

This lease, dated this 1st day of May, 2012, is made by and between the CHARTER TOWNSHIP OF BRIGHTON, a municipal corporation, whose address is 4363 Buno Road, Brighton, MI 48114, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, a municipal corporation, whose address is 615 West Grand River, Brighton, MI 48116, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, and subject to Section 7 below, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor that portion of the real property situated in the Township of Brighton, County of Livingston, State of Michigan, with the address 1580 S., Old US 23, Brighton, MI known as Station 32 more particularly described and depicted on Exhibit A, to be used as a fire station. The parties acknowledge a portion of the building located on the real property is used by Lessor as a community center for its residents. The remainder of the building is currently being used by Lessee as a fire station. It is the intent of the parties that the Premises to be leased to Lessee are that portion of the building depicted on Exhibit B. In addition to that portion being leased to Lessee, Lessee shall be entitled to share the use of the bathrooms, the furnace room depicted as 110, the mechanical room depicted as 109, a conference room depicted as 105, a file storage room depicted as 104, a kitchen area depicted as 103, and a storage area depicted as 102, with the Lessor, all as depicted on Exhibit B. Other than that portion of the building being reserved by Lessor, the real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises." At no additional cost to Lessee, Lessee has the right to use the remaining portion of the building on the Premises (currently being retained by Lessor) for fire department related uses, at no additional cost to Lessee. That portion of the building is depicted on Exhibit B. The Lessee shall follow the procedures established by the Lessor to schedule its requested use, which request will not be unreasonably denied.

Notwithstanding the above, the Premises consist of approximately 24.5 acres of land, though other than as set forth in paragraph 12B below, the Lessee shall have no responsibility to maintain the vacant portion of the Premises, other than the landscaping abutting the existing building. Lessor reserves the right to use the vacant land portion of the Premises for municipal or recreational purposes that do not interfere with Lessee's use of the Premises and building as a fire station, including but not limited to parking, and access to the site. Both parties acknowledge that if all or a portion of the Premises

is used for municipal or recreational purposes, the Lessee's responsibilities under this Lease, including but not limited to repairs and utilities, shall not be increased.

Lessor retains the current cell tower located next to the building, or any additional or replacement cell towers that may be installed by Lessor. Lessor is responsible for any maintenance of those cell towers and is awarded all income generated by those cell towers.

3. TERM

A. The term of this lease shall be for five (5) years, commencing May 1, 2012 ("commencement date"), and ending on April 30, 2017, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may by agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during any such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term, if any.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste or cause contamination to be dispersed on site.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 12 for the Lease Term (and the Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the Term and again at the beginning of the Renewed Term, if applicable, at Lessor's address as set forth above and Lessee shall pay all the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Brighton Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the Premises, Lessor shall have the right to enter the Premises at reasonable times and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the Premises, or to show the Premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, safety laws and all local codes and ordinances.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and then charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction, and that such improvements/alterations are compliant with all applicable codes and ordinances. Lessee shall be responsible for obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility.

B. Removal by Lessee. All alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed the property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall pay 80% and Lessor shall pay 20% of the supply of electricity, heat, water, refuse disposal, pest control, O&M portion of the sewer service to the building (assessed as 1 Residential Equivalent Unit "REU") and other utilities servicing the entire building and each shall pay for the same when due. Each party shall be responsible for payment of their own telephone expenses to its portion of the premises. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, generator, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment. Lessor shall be responsible for the current county drain assessment on the Premises.

B. Lessee's Obligations. The Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee, shall, throughout the term, take good care of the premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the premises in good order and condition. In addition to the above, the Lessee shall pay 80% and Lessor shall pay 20% of the cost of cleaning the interior of the premises, pest control, snow removal and maintaining the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this lease. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall annually contract for, in its own name, and shall pay 80% and Lessor 20% of the cost for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance"), as well as the generator servicing the property. Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request furnish proof reasonably satisfactory to Lessor that all such systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system and generator, Lessor shall be responsible for all maintenance and repairs to the HVAC system and generator (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system and/or generator shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such

hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

Lessor shall hold Lessee harmless from any liability for Hazardous Materials on the Premises prior to Lessee taking possession of the Premises, which possession predates this Lease and coincided with the incorporation of Lessee as a separate entity.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this Lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such

compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this Lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

If Lessee defaults in the performance of any term, covenant, or condition required to be performed under this Lease, Lessor may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessee, Lessor may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessor in connection therewith shall be paid by Lessee to Lessor on demand; or

(b) Elect to terminate this Lease on giving at least forty-five (45) days notice to Lessee, thereby terminating this Lease on the date designated in such notice, unless Lessee shall have cured such default prior to expiration of the forty-five (45) day period.

(c) If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

20. SIGNS

Lessor and Lessee shall share the current sign on the outside of the building. Lessee shall be entitled to use no less than fifty (50%) percent of the surface area of the sign. Lessor shall pay for the renovation of the sign to reflect its interest in the building. Each party shall be responsible to repair or replace its portion of the sign. Each party may add additional or different signs with Lessor's approval, subject to compliance with all applicable ordinances.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114
Attn: Manager & Clerk

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48116
Attn: Chief

With a copy to:

Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200
Brighton, MI 48114-3800

John K. Harris
Harris & Literski
822 East Grand River Avenue
Brighton, MI 48116

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

(Signatures on next page)

LESSOR: Charter Township of Brighton

LESSEE: Brighton Area Fire Authority

By: Thomas E. Murphy

By: James Mungy

Title: Thomas E. Murphy, Supervisor

Title: Chairperson

Date: 4/27/12

Date: 4/13/12

By: Ann M. Bollin

Title: Ann M. Bollin, Clerk

Date: 4/26/2012

EXHIBIT A
Legal Description

Sec. 8 T2N, R6E, NE ¼ of SE ¼ EXC. A parcel 328 FT N and S and 400 FT E and W lying in NW corner Also EXC. S. 150 FT of E 210 FT, Also EXC Bidwell Park Sub. 24.5 AC M/L

Commonly known as 1580 South Old US 23 Brighton MI 48114

LEASE OF 9939 Weber Brighton MI 48116

1. PARTIES

This lease, dated this 1st day of May, 2013, is made by and between the CHARTER TOWNSHIP OF BRIGHTON, a municipal corporation, whose address is 4363 Buno Road, Brighton, MI 48114, (hereinafter called "Lessor"), and the BRIGHTON AREA FIRE AUTHORITY, a municipal corporation, whose address is 615 West Grand River, Brighton, MI 48114, (hereinafter called "Lessee").

WITNESSETH:

2. PREMISES

In consideration of the mutual covenants and agreements set forth herein, and subject to Section 7 below, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property situated in the Township of Brighton, County of Livingston, State of Michigan, with the address 9939 Weber Brighton, MI known as Station 33 more particularly described on Exhibit A, to be used as a fire station. Said real property, including the land and all easements, tenements, improvements and appurtenances therein, is herein called "the Premises."

3. TERM

A. The term of this lease shall commence May 1, 2013 ("commencement date"), and end on April 30, 2017, ("termination date") unless terminated sooner by either party under the terms of this lease.

B. Provided Lessee is not in default hereof, Lessee and Lessor may be agreement, extend the lease for an additional term as the parties shall so agree (the "Renewal Term"). All terms and conditions contained in this Lease shall apply during any such Renewal Term. All references to "term" throughout this Agreement shall include the Initial Term and Renewal Term, if any.

4. USE

Lessee shall not occupy or use, or permit any portion of the premises to be occupied or used, for any business or purpose other than the use as set out in Section 2. Lessee shall not create any nuisance, or commit waste or cause contamination to be dispersed on site.

5. RENT

Lessee's rent for the Premises shall be one dollar (\$1.00) and Lessee's portion of the maintenance of the Premises as set forth in Section 12 for the Lease Term (and the

Renewal Term, if applicable). Lessee shall pay the \$1.00 rent at the beginning of the Initial Term and again at the beginning of the Renewal Term, if applicable, at Lessor's address as set forth above and Lessee shall pay all the maintenance expenses as they become due as provided herein.

6. QUIET ENJOYMENT

Lessor hereby warrants that Lessor has the right to lease the premises to Lessee and that the individuals executing this lease are fully authorized to and legally capable of executing this lease on behalf of Lessor. Lessor covenants that Lessee shall, while Lessee is not in default of the terms of this lease, peaceably and quietly hold and enjoy the premises for the lease term, subject to easements, restrictions of record and Brighton Township ordinances, without interference or hindrance from Lessor or persons claiming by or through Lessor.

7. LESSOR'S ACCESS TO THE PREMISES

Provided that the exercise of such rights does not unreasonably interfere with Lessee's use or occupancy of the Premises, Lessor shall have the right to enter the Premises at reasonable times and upon reasonable advance notice to Lessee (except in the case of an emergency) for the purpose of making alterations, repairs or improvements to the Premises, or to show the Premises to prospective lessees, and for other reasonably related and lawful purposes.

8. COMPLIANCE WITH LAWS

Lessee shall, at Lessee's expense, perform, or cause to be performed, any alterations, repairs, improvements or replacements related to the use, condition or occupancy of the Premises, including, but not limited to, laws relating to design, construction, energy conservation, environmental, fire, health, safety laws and all local codes and ordinances.

Should Lessee fail to comply with any such laws, rules or regulations, Lessor may, at its option, make any such repairs, alterations or replacements and then charge the costs incurred to Lessee as additional rent which shall become due and payable upon receipt of written notice by Lessee.

9. ALTERATIONS AND FIXTURES

Lessee and Lessor acknowledge that the Leased Premises is currently configured to accommodate the use intended by Lessee.

A. Installation by Lessee. Lessee may improve the Leased Premises as is reasonably necessary to conduct its operations in the Leased Premises, provided, however, that no such alterations or improvements shall be made unless and until Lessee submits plans and specifications for such improvements/alterations to Lessor

and Lessor approves such improvements/alterations in writing at least twenty (20) days prior to the commencement of any such construction, and that such improvements/alterations are compliant with all applicable codes and ordinances. Lessee shall be responsible for obtaining all necessary governmental permits and approvals (including building permits and certificates of occupancy) required for such construction. For purposes of this Section, alterations and/or improvements shall include, but not be limited to, carpentry work, installation of cabinetry, counter tops, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, canopies or awnings, changes to the building exterior, mechanical, electrical or sprinkler systems or any other change in the structure or appearance of the Leased Premises. At least twenty (20) days prior to the commencement of any such Alterations, additions or improvements pursuant to this Section, Lessee shall notify Lessor so that Lessor may record and post notices of non-responsibility.

B. Removal by Lessee. All alterations decorations, additions and improvements made by Lessee shall be deemed to have attached to the leasehold and to have become the property of Lessor upon such attachment, and upon expiration of this Lease or any renewal term thereof, Lessee shall not remove any of such alterations, decorations, additions and improvements (hereinafter collectively referred to for purposes of this Section as "Alterations"), except trade fixtures and signs installed by Lessee and personal property of Lessee installed and/or purchased by Lessee after the effective date of this Lease (hereinafter collectively referred to as "Lessee's Property"). All trade fixtures and/or personal property existing on the Premises prior to the effective date of this lease shall be deemed the property of Lessor. Lessor, at the expiration of the term, may elect to require Lessee to remove all or any part of Lessee's Property and/or the Alterations made by Lessee, and, in such event, or in the event Lessee elects to remove Lessee's Property, such removal shall be done at Lessee's cost and expense, and Lessee shall, at its cost and expense, repair any damage to the Leased Premises caused by such removal, provided that Lessor may remove such Lessee's Property and/or Alterations, and Lessee shall pay to Lessor Lessor's cost of removal within ten (10) days after the receipt of a bill therefore. In the event Lessor does not so elect or Lessee vacates the Leased Premises without so removing Lessee's Property, such Lessee's Property and/or Alterations, as the case may be, shall become Lessor's property.

10. END OF TERM HOLDOVER

If Lessee remains in possession of the premises at the expiration of the term, or any renewal thereof, Lessee shall be deemed to be occupying the premises as a Lessee from month to month, at the same monthly rental that applied during the last month of the term or any renewal term. In the event of a holdover, Lessee's occupancy of the premises shall be subject to all other provisions of this lease, but only as they are applicable to a month-to-month tenancy.

11. SERVICES

During the term of this Lease, Lessee shall, at its sole cost and expense, supply or arrange for the supply of electricity, heat, water, refuse disposal, telephone, pest control, sewer service and other utilities to the Leased Premises and shall pay for the same when due. Lessor shall not be liable to Lessee in damages or otherwise (i) if any utility shall become unavailable from any public utility company, public authority or any other person or entity, (ii) if either the quantity or character of such utility is changed or is no longer suitable for Lessee's requirements, or (iii) for any interruption or failure in a utility service (including, without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Lessor's reasonable control, and the same shall not constitute a termination of this Lease or an eviction of Lessee, nor shall the Rent abate to any extent whatsoever as a result thereof.

12. MAINTENANCE AND REPAIRS

A. Lessor's Obligations. Lessor shall, at its cost, maintain, repair or replace structural elements and equipment, including exterior and interior walls, roof and roofing, foundation, glass doors, heating, plumbing, (including the computerized components of mechanical, electrical and engineering systems) sidewalks, parking lots, driveways, and like structural elements and equipment.

B. Lessee's Obligations. Lessee shall maintain the premises in a clean, orderly and sanitary condition. Lessee shall, throughout the term, take good care of the Premises and fixtures and appurtenances therein, and make all minor and nonstructural repairs thereto as and when needed to preserve the Premises in good order and condition. In addition to the above, the Lessee pay for the cost of cleaning the interior of the Premises, snow removal and maintaining the landscaping of the Premises including but not limited to lawn mowing, weeding, mulching of landscape beds, planting of annuals and replacement of dead trees, shrubs and perennials so that the landscaping of the Premises is maintained in its condition at the time of the effective date of this Lease. Lessee shall pay all pest control services as required. At the expiration or other termination of this lease, Lessee will surrender peaceable possession of the Premises in as good condition as they were at the commencement date, excepting reasonable wear and tear, and damage by fire or other casualty. Lessee shall give Lessor prompt notice of any accident or needed repairs or replacements.

Notwithstanding the above, Lessee shall contract for, in its own name, and shall pay for a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment (the "HVAC system"), including changing filters on a quarterly basis (the "quarterly maintenance") as well as the generator servicing the property. Lessee shall deliver to Lessor a copy of Lessee's current service contract from time to time during the term of this Lease. The service contract must include all services suggested by the equipment manufacturer within the operation/maintenance manual. Lessee shall from time to time upon Lessor's request

furnish proof reasonably satisfactory to Lessor that all such systems and equipment are being serviced in accordance with the maintenance/service contract. So long as Lessee performs its quarterly maintenance obligations of the HVAC system and generator, Lessor shall be responsible for all maintenance and repairs to the HVAC system and generator (other than the quarterly maintenance). If, however, Lessee does not perform its quarterly maintenance obligation as specified above, then upon such failure, all repair and maintenance for the HVAC system and/or generator shall become Lessee's obligation.

13. ASSIGNMENTS AND SUBLEASES

Lessee agrees not to assign or sublet all or any part of the premises without Lessor's prior written consent, which shall not be unreasonably withheld or delayed. Any unauthorized assignment or subletting of this Lease shall be null and void.

14. INDEMNIFICATION AND HOLD HARMLESS

Lessor and Lessee shall indemnify and save each other harmless from and against any and all liabilities, claims and costs (including reasonable attorney fees, penalties and fines) for death, injury or damages to persons, or property during the term of this lease, arising from (a) any default by each in the performance of its obligations under this lease, or (b) any acts, omissions, or negligence of each party or its agents and employees. If any action or proceeding is brought against the other based upon any such claim, the party at fault shall cause such action to be defended, at its expense, by counsel reasonably satisfactory to the other party. This hold harmless and indemnity shall survive termination of this lease.

15. FORCE MAJEURE

In the event Lessor or Lessee is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lockouts, labor troubles, casualties, failure or lack of utilities, governmental laws or regulations, riots, insurrection, war, acts of God, or other causes beyond the reasonable control of Lessor or Lessee, neither party shall be liable for the delay, and the period for the performance by either party shall be extended for a period equivalent to the period of such delay. The foregoing shall be inapplicable to the payment of rent by Lessee and to the delivery of the premises by Lessor.

16. HAZARDOUS MATERIALS

Lessee warrants that neither Lessee, nor to Lessee's knowledge, has any third party used, generated, managed, treated or disposed of any regulated or environmentally hazardous substance on, under or about the premises or transported any regulated or environmentally hazardous substance to or from the premises in violation of any state or federal environmental statutes or regulations.

Lessee shall not introduce or cause to be introduced into the Leased Premises or the building located thereon any material or substance that is now or in the future defined, listed or classified by the Environmental Protection Agency, the Occupational Safety and Health Administration or the National Institute of Safety and Health or any federal, state or local agency having jurisdiction over work place safety or environmental protection or any of their successor agencies or authorities, as a hazardous substance, hazardous waste, toxic substance, toxic waste, pollutant or contaminant (collectively "Hazardous Material"); except, such Hazardous Material as is reasonably necessary for the conduct of Lessee's operations, and in such amounts and in such manner as is in compliance with all applicable federal, state and local statutes and regulations. If, however, Lessee shall introduce or cause to be introduced any Hazardous Material into the Leased Premises or the building, Lessee shall, upon notice of such condition, immediately disclose in person or by telephone and confirm in writing the presence of the Hazardous Material to Lessor and Lessee shall have the duty to remove the Hazardous Material promptly and, any failure of Lessee to immediately remove such hazardous materials shall be a material breach of this Agreement. Lessee shall indemnify and defend Lessor for and hold Lessor harmless from any and all claims, liability, damage or injury in any way relating to or arising out of the Hazardous Material or exposure thereto. The words "claims", "liability", "damage" or "injury" shall include, but not be limited to, any and all liabilities, judgments or costs to comply with injunctive relief or any order of any court or governmental agency or authority, investigation costs, response costs, clean-up costs, remediation costs, costs to defend (including costs of appeal) any claim or proceeding in any way relating to or arising out of the Hazardous Material or exposure thereto and all costs incurred to establish Lessor's right in indemnification and to recover any sums due from Lessee. Lessee's obligation to indemnify, defend and hold Lessor harmless pursuant to this Section 16 shall survive the expiration or earlier termination of this Lease.

Lessor shall hold Lessee harmless from any liability for Hazardous Materials on the Premises prior to Lessee taking possession of the Premises, which possession predates this Lease and coincided with the incorporation of Lessee as a separate entity.

17. DESTRUCTION OF THE PREMISES

If during the term of this lease, the premises are destroyed or damaged in whole or in part by fire or other casualty (even if only part of the building other than the premises is damaged), Lessor shall promptly and diligently repair the premises unless the lease is terminated as hereinafter provided.

Within thirty (30) days of the date of such damage, Lessor shall notify Lessee whether or not Lessor will restore the premises, and provide Lessee with Lessor's anticipated time frame for the restoration or that the restoration cannot be completed within a four (4) month period. If the damage renders the premises untenable for Lessee's intended purposes in whole or in part, and is so extensive that Lessor cannot restore or repair the premises to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, either party shall have the right to

terminate this lease by notice to the other party. In the event the damage, in Lessor's reasonable opinion, can be restored to pre-casualty condition within a period of four (4) months from the date of such fire or other casualty, Lessor shall undertake to restore the premises and the building in a prompt and diligent manner.

18. EMINENT DOMAIN

If any part of the premises shall be taken or condemned by eminent domain or sale in anticipation thereof and renders the premises unsuitable for the business of Lessee, the term of this Lease shall cease and terminate as of the date title to the premises vests in the condemning authority. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises, shall be the property of the Lessor, whether awarded compensation for diminution in the value of the leasehold or to the fee of the premises or otherwise, and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensation; provided, however, that Lessor shall not be entitled to any award properly belonging to Lessee, including, but not limited to, the taking of Lessee's trade fixtures, furniture or for an award for moving expenses.

19. DEFAULT

Lessor:

If Lessor defaults in the performance of any term, covenant, or condition required to be performed under this lease, Lessee may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessor, Lessee may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee on demand; or

(b) Elect to terminate this Lease on giving at least forty-five (45) days notice to Lessor, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the forty-five (45) day period.

Lessee:

If Lessee defaults in the performance of any term, covenant, or condition required to be performed under this Lease, Lessor may elect either one of the following:

(a) After not less than thirty (30) days written notice (or such lesser notice as is reasonable in the event of emergency repairs) to Lessee, Lessor may remedy such default by any necessary action, and in connection with such remedy may pay expenses and employ counsel and all sums expended or obligations incurred by Lessor in connection therewith shall be paid by Lessee to Lessor on demand; or

(b) Elect to terminate this Lease on giving at least forty-five (45) days notice to Lessee, thereby terminating this Lease on the date designated in such notice, unless Lessee shall have cured such default prior to expiration of the forty-five (45) day period.

(c) If suit is brought to recover possession of the Premises, to recover any rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant to be performed by Lessee, and a breach is established, then Lessee shall pay to Lessor all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

20. SIGNS

Lessee will be allowed to maintain the sign or letters on the outside of the building that are present at the time of the effective date of this Lease. Lessee may add additional or different signs with Lessor approval, subject to compliance with all applicable ordinances.

21. RULES AND REGULATIONS

Lessor shall have the right from time to time to prescribe reasonable rules and regulations for Lessee's use of the premises and common areas upon written advance notice to Lessee, and Lessee shall observe and comply with such rules, if any, provided, however, that any such rules and regulations are consistent with the terms and provisions of this lease.

22. NO JOINT VENTURE

Nothing contained herein nor the acts of the parties shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, or similar relationship or arrangement, it being understood that the relationship between the parties is solely that of Lessor and Lessee.

23. INSURANCE AND WAIVER OF SUBROGATION

A. Lessee's Insurance. Lessee shall, at its sole cost and expense, during the entire term hereof, keep in full force and effect: (i) a policy of commercial general liability and property damage insurance with respect to the Leased Premises, and the operations of Lessee, in which the limits of commercial general liability shall be not less than One Million Dollars (\$1,000,000.00) per occurrence, and in which the limit of property damage liability shall be not less than One Million Dollars (\$1,000,000.00); and (ii) workers' compensation coverage as required by law. From time to time during the term of this Lease, if the limits of such insurance became inadequate due to changes in the cost of living or the size or number of claims being experienced, Lessor and Lessee

shall negotiate in good faith for new limits based on industry practice for comparable properties. The policy shall name Lessor, Lessor's lender and Lessee as additional insureds.

B. Property Insurance.

(i) Lessor agrees, during the term hereof, to carry insurance against fire, vandalism, malicious mischief and such other perils as are from time to time included in a standard extended coverage endorsement and, at Lessor's option, special extended coverage endorsements insuring the improvements to the Leased Premises in an amount reasonably determined by Lessor.

(ii) Lessee agrees to carry, at its expense, insurance against fire, vandalism, windstorm, explosion, smoke damage, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Lessee's trade fixtures, furnishings, equipment and all other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than the actual replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage.

C. Policy Requirements. The company or companies writing any insurance which Lessee is required to take out and maintain or cause to be taken out or maintained pursuant to this Lease, as well as the form of such insurance shall at all times be subject to Lessor's approval and any such company or companies shall be licensed to do business in the State of Michigan. Each policy evidencing such insurance shall name Lessor as an additional insured and shall also contain a provision by which the insurer agrees that this policy shall not be cancelled except after thirty (30) days' written notice to Lessor. A copy of each paid up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Lessor prior to commencement of this Lease and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

24. SUCCESSORS AND ASSIGNS

Each of the provisions of this lease shall extend to and shall, as the case may require, bind or inure to the benefit of Lessor and Lessee, and their respective affiliates, legal representatives, successors and assigns.

25. HEADINGS

The titles and headings of this lease are for convenience of reference only and shall not in any way be deemed a part of this lease for the purpose of construing or interpreting the meaning thereof, or for any other purpose.

26. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Michigan.

27. ENTIRE AGREEMENT

This lease contains the entire agreement and understanding between Lessor and Lessee relating to the leasing of the premises and obligations of Lessors and Lessee. This lease supersedes any and all prior or contemporaneous agreements and understandings between Lessor and Lessee, and shall not be modified or amended unless both Lessor and Lessee agree in writing.

28. NOTICES

All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by facsimile, with a copy thereof sent by first class mail, postage prepaid, or one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

Lessor:

Charter Township of Brighton
4363 Buno Road
Brighton, MI 48114
Attn: Manager & Clerk

Lessee:

Brighton Area Fire Authority
615 West Grand River
Brighton, MI 48114
Attn: Chief

With a copy to:

Neal Nielson, Esq.
Neal Nielson & Associates
2000 Grand River Annex
Suite 200

John K. Harris, Esq.
Harris & Litterski
822 East Grand River Avenue
Brighton, MI 48116

Brighton, MI 48114-3800

810-229-9340

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written pursuant to authority granted by their respective Board of Trustees.

LESSOR: Charter Township of Brighton

LESSEE: Brighton Area Fire Authority

By: Thomas E. Murphy

By: Michael D. O'Brian

Title: Thomas E. Murphy, Supervisor

Title: Sec

Date: 4/10/13, 2013

Date: 4-11-13, 2013

By: Ann M. Bollin

By: Michael D. O'Brian

Title: Ann M. Bollin, Clerk

Title: Michael D. O'Brian, Fire Chief

Date: 4/3, 2013

Date: 4-11-13, 2013

EXHIBIT A
Legal Description

Sec 32 T2N R6E Brighton Country Club Annex Lots 139 & 140. Combined from 32-103-069 & 070 on 5/1/2000

Commonly known as 9939 Weber Brighton MI 48114

AGENDA NOTES

MEETING DATE: December 19, 2016

PERSON PLACING ITEM ON AGENDA: Clerk

AGENDA TOPIC: **Schedule of Regular BTBT, PC, ZBA, and Utilities Committee Meeting Dates – 2017 and Annual Dates for Use of Board Room and Community Room at Fire Station # 32**

EXPLANATION OF TOPIC: Attached please find the proposed 2017 regular meeting schedules for the Board of Trustees, Planning Commission, ZBA and Utilities Committee. Also the annual dates for the use of the Board Room and Community Room at Fire Station # 32 per Administrative Policy 503, Building Use - Township Meeting Rooms.

The Board of Trustees schedule calls for at least one (1) regular meeting per month as required under Public Act 359 of 1947. No meetings have been scheduled for the 1st or 3rd Mondays that fall on a Township recognized holiday or are affected by a scheduled or anticipated election date. The proposed schedule also considers Administrative Policy No. 222, Regular Work Session meetings, adopted in 2014.

The Planning Commission schedule has been prepared in accordance with the MI Planning Enabling Act, Public Act 33 of 2008. The PC and ZBA meeting schedules are based on activity over the past few years and take into consideration the changes for special meeting notices under the Open Meetings Act (OMA). Having the meetings scheduled as regular meetings will eliminate the additional administration and expenses associated with meeting the posting requirements for special meetings under the OMA.

The ZBA meetings are as needed. For purposes of planning and establishing submission deadlines to meet publishing requirements we have prepared the schedule to include twelve (12) meetings. The ZBA schedule reflects the increased activity in 2015 and 2016.

The Utilities Committee meeting schedule reflects the switch to the fourth Monday in 2014 and accounts for a meeting in January to review Poverty Deferrals.

Meetings outside of the adopted and published schedules will be considered special meetings and noticed in accordance with the Open Meetings Act. The OMA does not provide for meeting cancellations.

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

Schedule of Proposed Regular Meeting Dates (BTBT, BTPC, ZBA, Utilities Committee) – 2017
Schedule of Proposed annual dates for the use of the Board Room and Community Room at Fire Station # 32 per Administrative Policy 503, Building Use – Township Meeting Rooms

SUGGESTED MOTION: moved and seconded to adopt the 2017 regular meeting schedules for the Board of Trustees, Planning Commission, Zoning Board of Appeals and Utilities Committee and the annual dates for the use of the Board Room and Community Room at Fire Station # 32 per Administrative Policy 503, Building Use – Township Meeting Rooms as presented.

ROLL CALL VOTE REQUIRED? No

**CHARTER TOWNSHIP OF BRIGHTON
2017 MEETING DATES**

Board of Trustees

Regular Business meetings will be held at least monthly in the Board Room. Regular Work Session meetings will generally be held in the Small Conference Room and are scheduled in conjunction with the adoption of the annual Regular Meeting schedule and conducted or cancelled in accordance with Administrative Policy No. 221. Special Meetings may be scheduled based on need. All meetings will be scheduled in accordance with the Open Meetings Act.

January 12, 2017(Regular Work Budget Session)	June 5, 2017(Regular Work Session)
January 16, 2017	June 19, 2017
January 23, 2017(Regular Work Budget Session)	July 17, 2017
February 6, 2017	August 21, 2017
February 23, 2017(Regular Work Budget Session)	September 18, 2017
March 6, 2017(Regular Work Session)	October 2, 2017(Regular Work Session)
March 20, 2017	October 16, 2017
April 3, 2017(Regular Work Session)	November 20, 2017
April 17, 2017	December 4, 2017(Regular Work Budget Session)
May 15, 2017	December 18, 2017

Planning Commission

The Planning Commission meets the 2nd Monday of each month at 7:00 P.M. unless a holiday falls on a Monday or an election is scheduled. Special meetings may be scheduled based on need.

January 9, 2017	July 10, 2017
February 13, 2017	August 14, 2017
March 13, 2017	September 11, 2017
April 10, 2017	October 9, 2017
May 8, 2017	November 13, 2017
June 12, 2017	December 11, 2017

Zoning Board of Appeals

The Zoning Board of Appeals is scheduled to meet twelve (12) times per year. Generally meetings are held on the 4th Wednesday of the month at 7:00 P.M. Special meetings may be scheduled based on need. Meetings may be cancelled due to lack of request for appeals. * Denotes change in meeting date due to holiday or scheduled election as applicable.

January 25, 2017	July 26, 2017
February 22, 2017	August 23, 2017
March 22, 2017	September 27, 2017
April 26, 2017	October 25, 2017
May 24, 2017	November 15, 2017*
June 28, 2017	December 27, 2017

Utilities Committee

The Utilities Committee meets the 4th Monday of the second month in the quarter at 7:00 P.M. unless an election is scheduled or the date falls on a holiday. Special meetings may be scheduled based on need. * Denotes change in meeting date due to holiday, scheduled election as applicable, or timeline for poverty deferrals.

January 9, 2017 *	
May 22, 2017	
August 28, 2017	
November 27, 2017	

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, 4373 Buno Road, Brighton, Michigan 48114. Telephone: (810) 229.0550.

PROPOSED

2017 ANNUAL BOARD ROOM & COMMUNITY ROOM AT FIRE STATION #32 DATES
(PER ADMINISTRATIVE POLICY 503, BUILDING USE - TOWNSHIP MEETING ROOMS)

TOWNSHIP HALL - BOARD ROOM

Tuesday, May 23, 2017

Thursday, July 13, 2017

Wednesday, September 13, 2017

Thursday, October 12, 2017

FIRE STATION # 32 - COMMUNITY ROOM

Wednesday, April 19, 2017

Thursday, June 8, 2017

Wednesday, October 11, 2017

Wednesday, November 15, 2017

MINUTES

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

OCTOBER 26, 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, J. Stinedurf

F. Grapentien introduced the new PC liaison to the ZBA, J. Stinedurf.

CALL TO THE PUBLIC

None.

AGENDA

J. Cogley moved and J. Dorset seconded to approve the agenda as presented.
Motion carried.

MINUTES

J. Dorset moved and J. Gibbons seconded to approve the August 24, 2016 regular meeting minutes as presented. (F. Grapentien explained that the Kroger's issue that was tabled at the August meeting was resolved so the applicant wouldn't be coming back before the ZBA).

Motion carried.

Abstained: J. Stinedurf

ZBA APPLICATION # 16/12; LOCATION: 3576 ROSEANN DRIVE; TAX ID # 12-21-400-026; OWNER: JADE WOMACK; APPLICANT: GREGORY DEAN; ZONING: R-2 (RESIDENTIAL SINGLE FAMILY)
Applicant representative G. Dean explained that in order to construct a pool for the homeowner the pool needs to be partially located in the south side yard due to the location of the septic field, wetlands, topography, and utilities for the site. He explained that the pool will be located a distance from neighbors, that the site is large, and with existing trees and wetlands and additional landscaping that is planned, it will be buffered from the neighbors. K. Mathews reviewed her report dated September 30, 2016.

PUBLIC HEARING

The public hearing opened at 7:15 P.M.

No comments.

The public hearing closed at 7:15 P.M.

J. Cogley moved and J. Gibbons seconded to approve a variance from Zoning Ordinance Article 13, Sec. 13-13, Swimming Pools, for ZBA Application # 16/12; Location: 3576 Rose Ann Drive; Tax ID # 12-21-400-026; Owner: Jade Womack; Applicant: Gregory Dean, to allow a swimming pool to be partially located in the south side yard due to the uniqueness of the lot being as is it almost seventeen (17) acres, that there are no nearby neighbors, due to the natural topography and wetlands on the site, that there is no visual intrusion for neighbors, they are adding landscaping to the south side to further screen the pool from neighbors, and no additional government regulations are needed.

Motion carried.

REPORTS AND CORRESPONDENCE

D. Hawk - Township Board update.

J. Stinedurf - Planning Commission update.

F. Grapentien - Thanked Deb Hawk for her years serving on the Township Board and the ZBA and said that she would be missed.

CALL TO THE PUBLIC

None.

J. Dorset moved and J. Cogley seconded **to adjourn.**
Motion carried.

The meeting adjourned at 7:30 p.m.

Respectfully submitted,

Frank Grapentien, Chairperson

John Gibbons, Secretary

Kelly Matheys, Recording Secretary

Ann M. Bollin, CMC, CMMC, Clerk

MINUTES
LIVINGSTON COMMUNITY WATER AUTHORITY
OCTOBER 19, 2016
REGULAR MEETING
2:00 P.M.
GREEN OAK CHARTER TOWNSHIP HALL
10001 SILVER LAKE ROAD
BRIGHTON, MI 48116

M. St. Charles called the meeting to order at 2:00 P.M. The Pledge was recited.

Present: A. Bollin, L. Weaire (Charter Township of Brighton); M. St. Charles, R. Everett (Green Oak Charter Township); B. Hahn (Hamburg Township)

Absent: P. Hohl (Hamburg Township); S. Willet, non-voting member (Livingston Water Company)

CALL TO THE PUBLIC

None

APPROVAL OF AGENDA

A. Bollin moved and B. Hahn seconded **to approve the agenda as presented.**

Motion carried.

APPROVAL OF MINUTES

L. Weaire moved and A. Bollin seconded **to approve the August 17, 2016 regular meeting minutes as presented.**

Motion carried.

SEPTEMBER 21, 2016 CHECK REGISTER / BILLS / AUGUST 31, 2016 CASH BALANCE OF FUNDS & PLAN ESCROW

A. Bollin moved and L. Weaire seconded **to receive and file the September 21, 2016 Check Register and to receive and file the August 31, 2016 Cash Balance of Funds and Plan Escrow report.**

Motion carried.

OCTOBER 19, 2016 CHECK REGISTER / BILLS / SEPTEMBER 30, 2016 CASH BALANCE OF FUNDS & PLAN ESCROW

A. Bollin moved and B. Hahn seconded **to approve the October 19, 2016 Check Register and to receive and file the September 30, 2016 Cash Balance of Funds and Plan Escrow report.**

Motion carried.

Discussion included status of quarterly reports; consensus was that the Board would like to resume quarterly reports.

ACCEPTANCE OF LAKE TRUST CREDIT UNION WATER MAIN

A. Bollin moved and L. Weaire seconded **to accept the Lake Trust Credit Union Water Main based upon the review and recommendation of the Engineer.**

Motion carried.

2017 CORRPRO QUOTE

Discussion included clarification on the proposal options, status of cathodic protection work and 15-point tank review. A. Dowson recommended tabling until he can obtain clarification on the status of current year work and pricing for 2017.

L. Weaire moved and B. Hahn seconded **to table until the next meeting.**

Motion carried.

OPERATOR'S REPORT

A. Dowson provided update on copper & lead testing; water quality complaints; currently flushing; hydrant flow test for Holiday Inn; winterizing hydrants and back flow preventer received from Legacy.

Written report for September 2016 was included in the packet.

ENGINEER'S REPORT – PROJECT UPDATE

V. Putala, OHM, summarized the 2016 LCWA Project Summary dated October 1, 2016 and noted that Kroger was appealing their REU's and noted that Wyman Gordon still had outstanding issues.

R. Everett arrived at 2:27 P.M.

OHM proposal to complete Analysis of Pressure Surge Issue and Potential Solution(s) was distributed. Discussion included timing, cost, need, looping of water lines, and effect of proposed developments.

A. Bollin moved and B. Hahn seconded to **authorize the Engineer to prepare a water analysis for the proper sizing and looping of the system in the area of Green Oak developments for a cost-not-to-exceed \$500 and to direct the operator to take pressure test results as suggested by the Engineer.**

Motion carried.

Consensus was to include the Analysis of Pressure Surge Issue and Potential Solution(s) in the 2017 budget. V. Putala also suggested the Board may want to consider updating the Engineering Standards and Map Atlas in 2017. Board requested she provide proposals for consideration in the 2017 budget. Also discussed GIS On-line demo – V. Putala will review and recommend whether LCWA Board should preview. She also updated LCWA on MDEQ's proposed rule changes related to Safe Drinking Act.

CHAIRPERSON'S REPORT

2017 draft budget in progress; provided overview of a billing error – discussion included need for additional in-house review before presenting to LCWA at next meeting.

TOWNSHIP REPRESENTATIVES REPORT

No Reports.

ADJOURNMENT

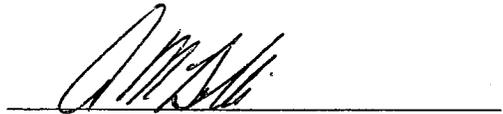
B. Hahn moved and A. Bollin seconded to **adjourn. The meeting adjourned at 3:09 P.M.**

Motion carried.

Respectfully submitted,



Mark St. Charles, Chairperson



Ann M. Bollin, CMC, CMMC, Secretary

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/SEPTEMBER 2016

DEC 12 2016

FUND	ACCOUNT	BANK	SEPTEMBER ENDING BALANCE
101	General Fund	Key	\$3,865,950.24
101	General Fund	Key	\$1,000,000.00
101	Payroll Account	Key	\$25,597.46
101	EFT	Key	\$100.05
101	General Fund	Level One	\$205,625.65
101	C.C.A.	Level One	\$823,185.53
101	Water Improv	Level One	\$243,498.81
101	General Fund	First National	\$250,000.00
101	Basic HRA	First National	\$8,848.08
101	General Fund	MBIA	\$105,846.34
101	General Fund	Private	\$500,901.39
101	General Fund	State	\$249,723.72
208	Parks Fund	Level One	\$615,706.55
208	Parks Fund	Flagstar	\$263,508.06
209	Cemetery Fund	Level One	\$71,129.59
212	Liquor Law	Level One	\$48,391.11
249	Building Dept	Key	\$4,854.23
257	Budget Stab	Level One	\$6,503.83
257	Budget Stab	MBS	\$270,575.10
405	Municipal Water	Level One	\$774,195.78
589	Sewer Reserve	Level One	\$759,534.99
590	Sewer 2000	Key	\$355,499.79
592	Sewer Cap Debt	Level One	\$1,822,574.21
593	Spencer Sewer	Level One	\$178,649.15
701	Dog Account	Key	\$465.24
701	Compliance Deposit	Key	\$1,000.50
701	Trust & Agency	Key	\$1,108.00
701	Bldg Perform Bond	Level One	\$39,678.50
702	Pathway	Level One	\$144,438.08
703	Current Tax	Key	\$477,645.50
792	Future Rd Main	Level One	\$1,285,689.70
792	Future Roads	Level One	\$2,355,269.05
793	BT Lake Trust Escrow	Key	\$51,636.85
793	Sewer Escrow	Level One	\$194,320.73
793	BT Escrow Natural Ag	First Merit	\$175,375.51
812	Road Main	Level One	\$27,768.09
814	Roads Project	Level One	\$63,315.19
871	Refuse Sani	Level One	\$36,699.22
880	Aquatics	Level One	\$97,920.15

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/OCTOBER 2016

DEC 12 2016

FUND	ACCOUNT	BANK	OCTOBER ENDING BALANCE
101	General Fund	Key	\$3,296,886.93
101	General Fund	Key	\$1,000,000.00
101	Payroll Account	Key	\$7,379.69
101	EFT	Key	\$100.06
101	General Fund	Level One	\$205,686.78
101	C.C.A.	Level One	\$823,430.27
101	Water Improv	Level One	\$243,571.20
101	General Fund	First National	\$250,000.00
101	Basic HRA	First National	\$8,848.08
101	General Fund	MBIA	\$105,910.78
101	General Fund	Private	\$500,000.00
101	General Fund	State	\$249,723.72
208	Parks Fund	Level One	\$665,895.83
208	Parks Fund	Flagstar	\$263,619.65
209	Cemetery Fund	Level One	\$81,152.08
212	Liquor Law	Level One	\$47,958.90
249	Building Dept	Key	\$4,854.65
257	Budget Stab	Level One	\$6,505.76
257	Budget Stab	MBS	\$270,521.10
405	Municipal Water	Level One	\$775,118.42
589	Sewer Reserve	Level One	\$759,760.80
590	Sewer 2000	Key	\$417,594.65
592	Sewer Cap Debt	Level One	\$1,886,740.70
593	Spencer Sewer	Level One	\$171,150.31
701	Dog Account	Key	\$375.28
701	Compliance Deposit	Key	\$1,000.58
701	Trust & Agency	Key	\$293.38
701	Bldg Perform Bond	Level One	\$39,678.50
702	Pathway	Level One	\$508,945.79
703	Current Tax	Key	\$114,019.72
792	Future Rd Main	Level One	\$1,536,105.50
792	Future Roads	Level One	\$2,355,969.28
793	BT Lake Trust Escrow	Key	\$51,641.22
793	Sewer Escrow	Level One	\$167,219.00
793	BT Escrow Natural Ag	First Merit	\$175,404.48
812	Road Main	Level One	\$27,776.35
814	Roads Project	Level One	\$63,334.01
871	Refuse Sani	Level One	\$21,562.88
880	Aquatics	Level One	\$98,041.16

BRIGHTON TOWNSHIP TREASURERS' REPORT
CASH AND INVESTMENTS/NOVEMBER 2016

DEC 12 2016

FUND	ACCOUNT	BANK	NOVEMBER ENDING BALANCE
101	General Fund	Key	\$3,373,802.74
101	General Fund	Key	\$1,000,000.00
101	Payroll Account	Key	\$12,757.78
101	EFT	Key	\$100.07
101	General Fund	Level One	\$205,745.96
101	C.C.A.	Level One	\$823,667.18
101	Water Improv	Level One	\$243,641.28
101	General Fund	First National	\$250,000.00
101	Basic HRA	First National	\$8,848.08
101	General Fund	MBIA	\$105,980.22
101	General Fund	Private	\$501,405.56
101	General Fund	State	\$250,355.52
208	Parks Fund	Level One	\$666,087.42
208	Parks Fund	Flagstar	\$263,727.69
209	Cemetery Fund	Level One	\$81,175.44
212	Liquor Law	Level One	\$47,263.70
249	Building Dept	Key	\$4,855.04
257	Budget Stab	Level One	\$6,507.63
257	Budget Stab	MBS	\$270,410.40
405	Municipal Water	Level One	\$763,840.55
589	Sewer Reserve	Level One	\$757,179.18
590	Sewer 2000	Key	\$428,474.68
592	Sewer Cap Debt	Level One	\$1,919,556.40
593	Spencer Sewer	Level One	\$171,199.55
701	Dog Account	Key	\$480.32
701	Compliance Deposit	Key	\$1,000.66
701	Trust & Agency	Key	\$112.00
701	Bldg Perform Bond	Level One	\$39,423.75
702	Pathway	Level One	\$170,300.81
703	Current Tax	Key	\$24,538.23
792	Future Rd Main	Level One	\$1,536,547.45
792	Future Roads	Level One	\$2,356,647.12
793	BT Lake Trust Escrow	Key	\$51,945.48
793	Sewer Escrow	Level One	\$101,928.64
793	BT Escrow Natural Ag	First Merit	\$175,432.52
812	Road Main	Level One	\$25,037.03
814	Roads Project	Level One	\$63,352.23
871	Refuse Sani	Level One	\$17,372.36
880	Aquatics	Level One	\$58,913.54

BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

September 2016



FIRE INSPECTION ACTIVITY - SEPTEMBER 2016

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	SEPT.	2016	2015	
FIRE SAFETY INSPECTION	83	769	846	-9%
COMPLAINT INVESTIGATIONS	2	37	31	19%
C of O INSPECTIONS	6	69	63	10%
SPECIALTY & MISCELLANEOUS INSP.	1	48	27	78%
RE-INSPECTIONS	49	604	701	-14%
NEW CONSTRUCTION INSPECTIONS	19	83	97	-14%
GRAND TOTALS:	160	1610	1765	-9%
VIOLATIONS CITED	84	1028	1704	-40%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	0	11	18	-39%
PLANS REVIEWED:				
SITE PLANS	3	76	65	17%
BUILDING PLAN REVIEW	2	24	46	-48%
FIRE PROTECTION SYSTEM PLANS	11	68	64	6%
MISCELLANEOUS REVIEWS	3	22	16	38%
TOTALS:	19	190	191	-1%



BAFD COMMUNITY RISK REDUCTION DETAILS

2016

Sessions	Sept.	YTD Total
Fire Safety Pub-Ed Presentations	4	66
Community CPR Classes	2	12
School Drills (fire, lock-down, weather)	9	35
Homes Checked for Smoke Alarms	18	206
Smoke alarm installed	9	589



2016 TRAINING SUMMARY

	Sept.	2016 YTD
Training Classes & Training Sessions Attended by BAFA Personnel	146	1434
BAFA Attendees at Training Classes & Training Sessions	640	7202
Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions	1,922	20,250



INCIDENT TYPE REPORT

Sep-16

Incident Type	Sep-16	YTD	PYTD	Difference	% Change
1-Fire	4	79	135	-56	-41%
2-Overpressure/Expl.	0	3	2	1	N/A
3-EMS	112	814	799	15	2%
4-Hazardous Condition	17	145	139	6	4%
5-Service Call	6	69	70	-1	-1%
6-Good Intent	16	145	160	-15	-9%
7-False Call	19	152	163	-11	-7%
8-Severe Weather	0	0	3	-3	N/A
9-Other	0	3	2	1	N/A
TOTAL	174	1410	1473	-63	-4%



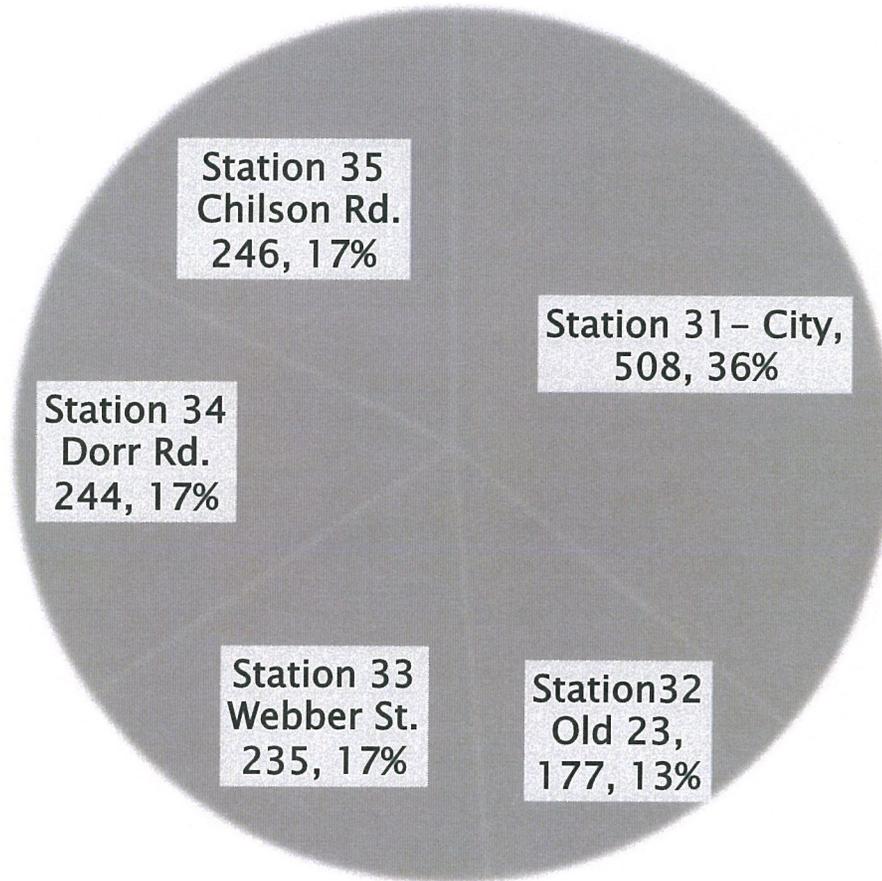
INCIDENT ACTIVITY REPORT - STATIONS

September-16

Incident Type	Department	Sta.31 City	Sta.32 Old 23	Sta.33 Webber	Sta.34 Dorr	Sta.35 Chilson
1 - Fire	4	0	0	0	4	0
2 - Overpressure/Explosion	0	0	0	0	0	0
3 - Rescue EMS	112	44	12	18	19	19
4 - Hazardous Condition	17	6	2	3	2	4
5 - Service Call	6	2	2	1	1	0
6 - Good Intent	16	4	1	6	1	4
7 - False Call	19	5	3	6	1	4
8 - Severe Weather/Nat.Disaster	0	0	0	0	0	0
9 - Other/Special Incident Type	0	0	0	0	0	0
TOTAL	174	61	20	34	28	31



INCIDENTS BY STATION YTD SEPTEMBER 2016



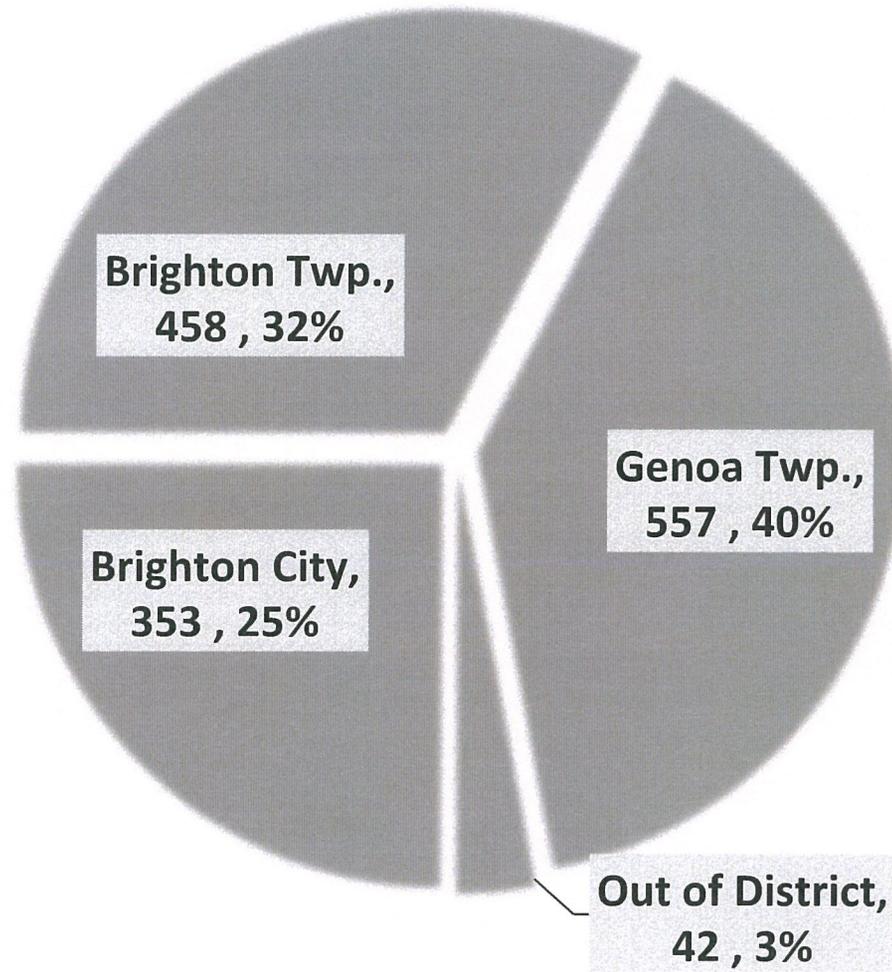
INCIDENT ACTIVITY REPORT BY COMMUNITY

September-16

Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	0	6	0	23	4	35
Overpressure/Explosion	0	0	0	0	0	3
Rescue EMS	32	210	34	268	46	327
Hazardous Condition	5	33	6	50	6	58
Service Call	2	18	3	18	1	27
Good Intent	4	29	6	54	5	54
False Call	7	57	6	43	6	52
Severe Weather/Nat.Disaster	0	0	0	0	0	0
Other/Special Incident Type	0	0	0	2	0	1
TOTAL	50	353	55	458	68	557



INCIDENTS BY COMMUNITY YTD September 2016

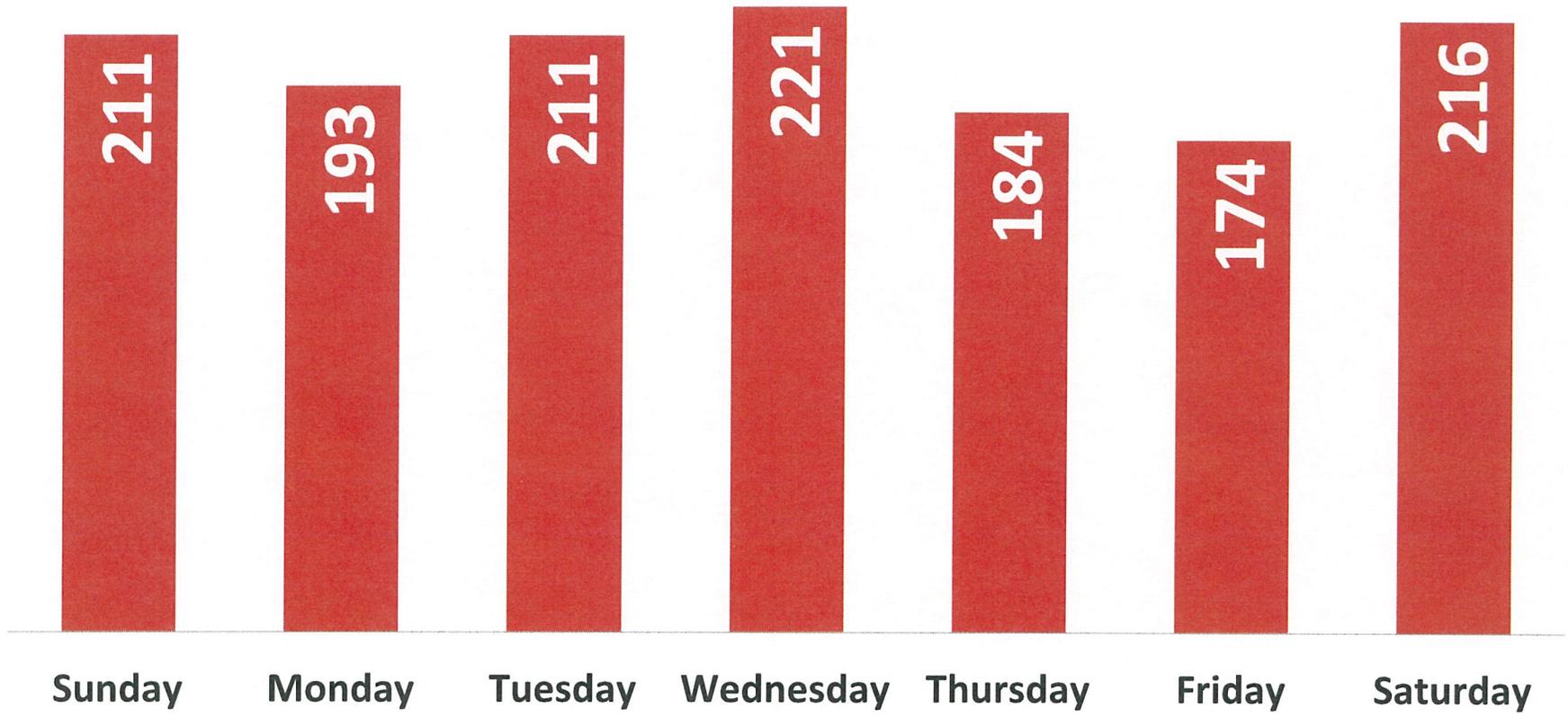


All Incidents by Day of Week

Day of Week	Sep-16	Sep-15	2016 YTD	2015 YTD	% Change
Sunday	23	16	211	212	0%
Monday	24	16	193	249	-22%
Tuesday	24	28	211	194	9%
Wednesday	32	31	221	218	1%
Thursday	22	16	184	196	-6%
Friday	27	18	174	194	-10%
Saturday	22	15	216	210	3%
TOTAL	174	140	1410	1473	-4%



2016 INCIDENTS BY DAY OF WEEK SEPTEMBER YTD



Incidents by Day of Week/Shift

September-16

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	3	1	3	5	4	4	2
0601-1200	4	4	8	9	6	9	6
1201-1800	8	15	5	13	5	5	5
1801-0000	8	4	8	5	7	9	9

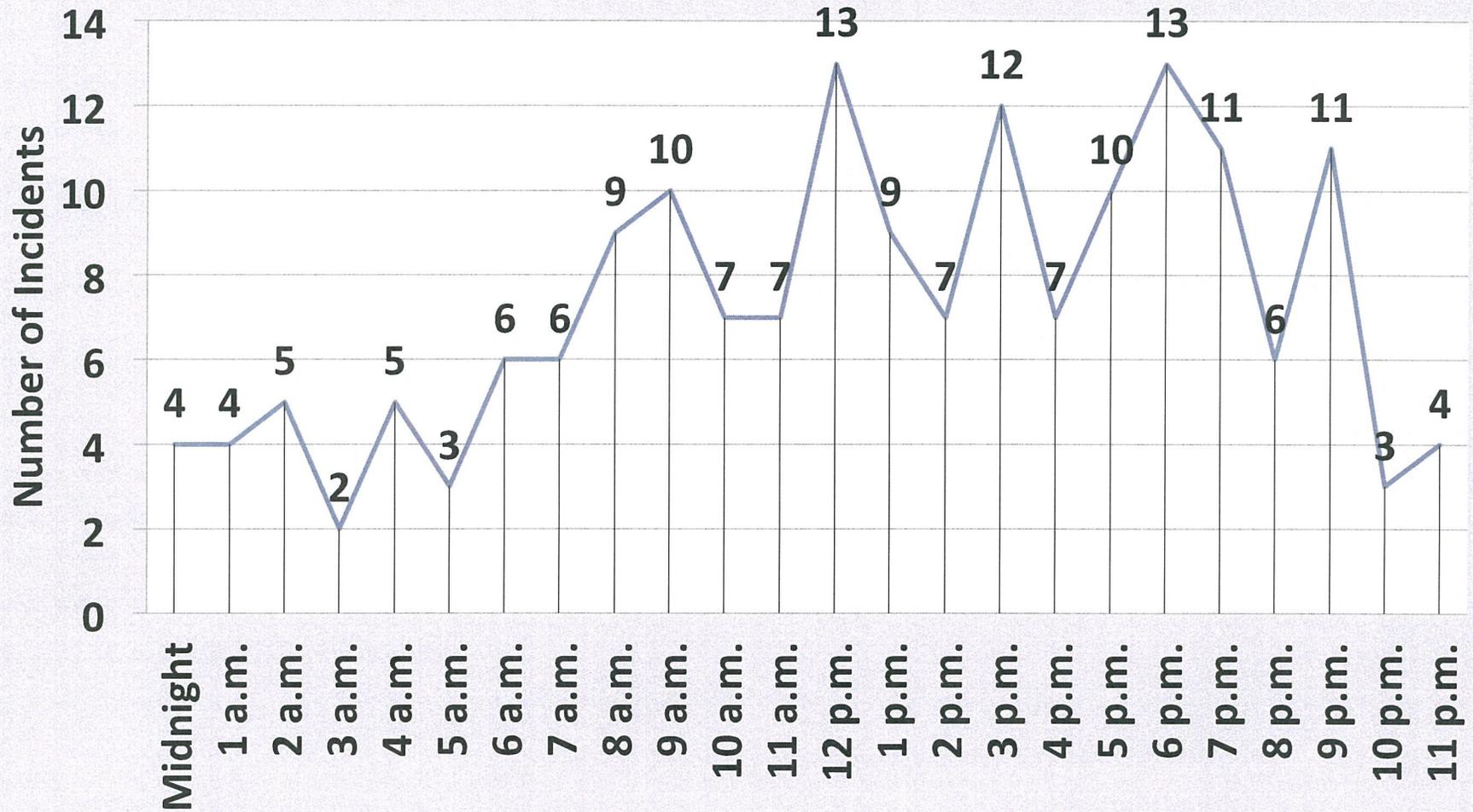
Incidents by Day of Week/Shift

September 2016 Year to Date

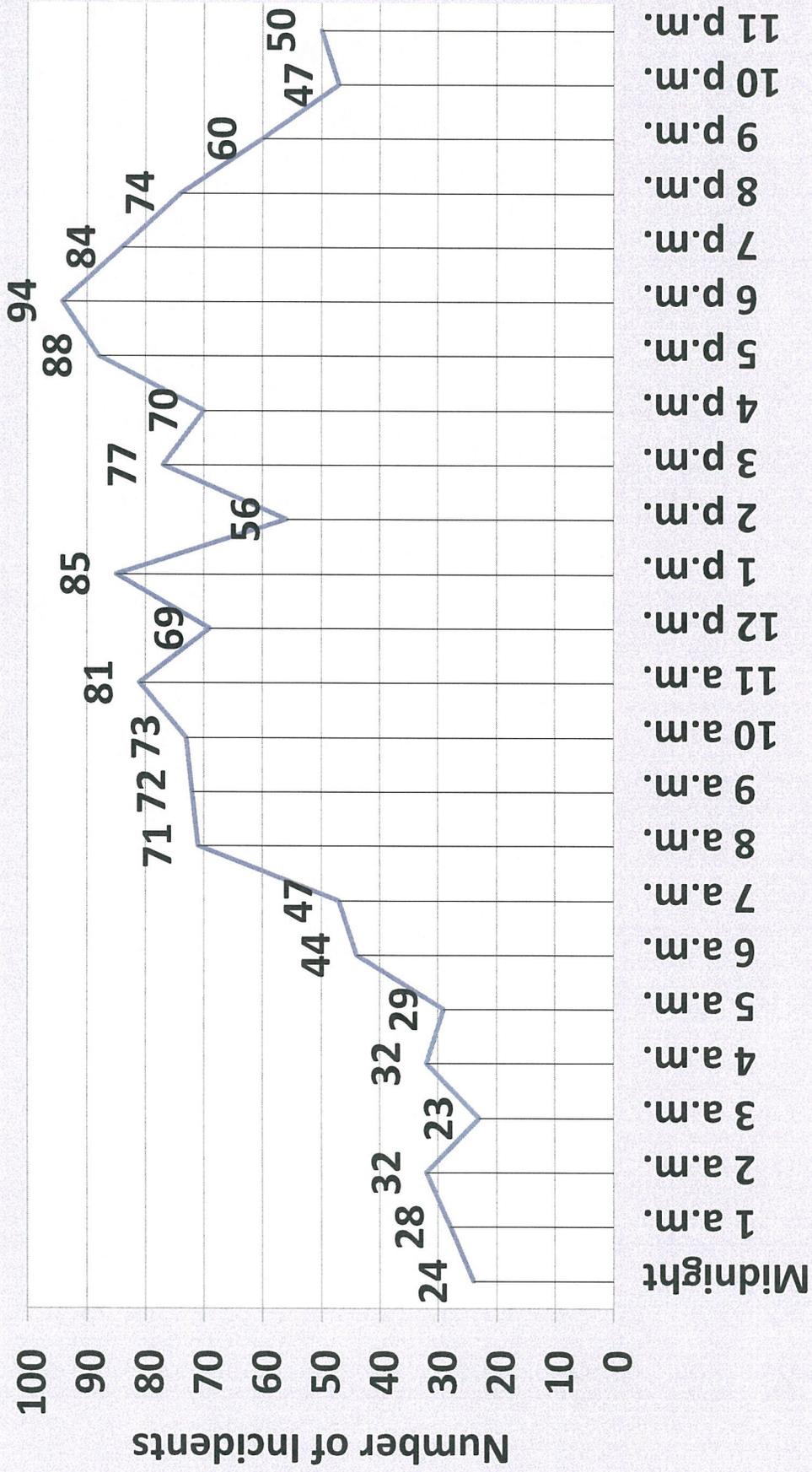
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	34	22	25	25	16	16	23
0601-1200	54	58	64	60	54	54	50
1201-1800	64	64	56	80	57	44	80
1801-0000	59	49	66	56	57	60	63



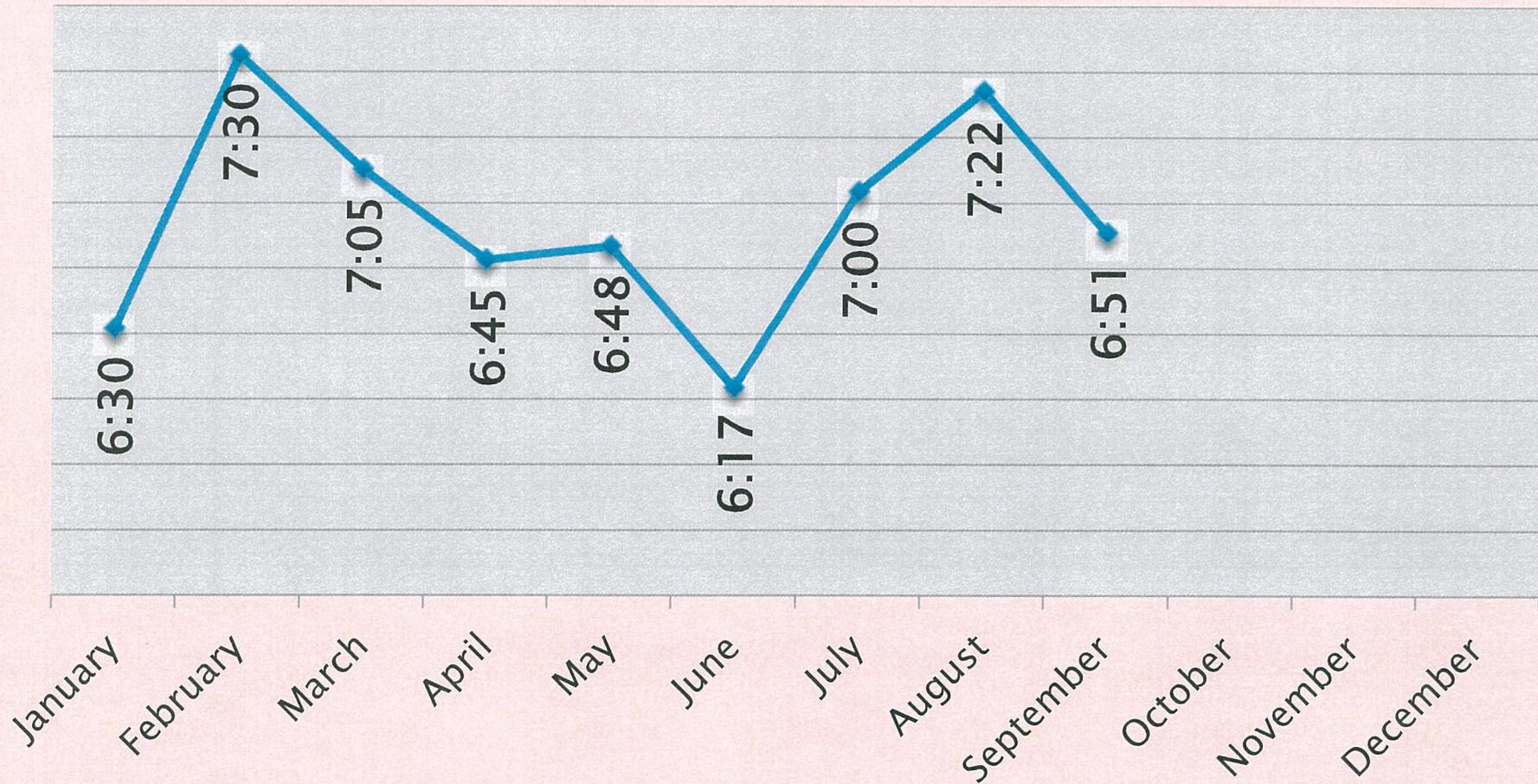
SEPTEMBER 2016 INCIDENTS BY TIME OF DAY



SEPTEMBER 2016 INCIDENTS BY TIME OF DAY - YTD



2016 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



2016 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	September	YTD AVG	PYTD AVG	% CHANGE
31	4:42	5:06	5:45	-11%
32	8:20	8:00	10:02	-20%
33	6:33	7:02	6:34	7%
34	8:25	7:42	7:05	9%
35	8:43	8:46	8:04	9%
Dept. Avg.	6:51	6:55	7:02	-2%

END OF REPORT



BRIGHTON AREA FIRE DEPARTMENT

FIRESTAT

October 2016



FIRE INSPECTION ACTIVITY - OCTOBER 2016

ACTIVITY	THIS MONTH	CURRENT Y-T-D	PREVIOUS Y-T-D	% CHANGE
INSPECTIONS:	Oct.	2016	2015	
FIRE SAFETY INSPECTION	47	816	913	-11%
COMPLAINT INVESTIGATIONS	4	41	33	24%
C of O INSPECTIONS	11	80	67	19%
SPECIALTY & MISCELLANEOUS INSP.	4	52	28	86%
RE-INSPECTIONS	77	681	752	-9%
NEW CONSTRUCTION INSPECTIONS	13	96	107	-10%
GRAND TOTALS:	156	1766	1900	-7%
VIOLATIONS CITED	71	1099	1828	-40%
CITATIONS ISSUED	0	0	0	n/a
FIRE INVESTIGATIONS	0	11	18	-39%
PLANS REVIEWED:				
SITE PLANS	2	78	69	13%
BUILDING PLAN REVIEW	1	25	52	-52%
FIRE PROTECTION SYSTEM PLANS	1	69	86	-20%
MISCELLANEOUS REVIEWS	2	24	17	41%
TOTALS:	6	196	224	-13%



BAFD COMMUNITY RISK REDUCTION DETAILS

2016

Sessions	Oct.	YTD Total
Fire Safety Pub-Ed Presentations	25	91
Community CPR Classes	0	12
School Drills (fire, lock-down, weather)	14	49
Homes Checked for Smoke Alarms	44	250
Smoke alarm installed	16	605



2016 TRAINING SUMMARY

	Oct.	2016 YTD
Training Classes & Training Sessions Attended by BAFA Personnel	184	1618
BAFA Attendees at Training Classes & Training Sessions	750	7952
Total Hours Spend by BAFA Personnel in Training Classes & Training Sessions	2,184	22,434



INCIDENT TYPE REPORT

Oct-16

Incident Type	Oct-16	YTD	PYTD	Difference	% Change
1-Fire	8	87	140	-53	-38%
2-Overpressure/Expl.	0	3	2	1	N/A
3-EMS	96	910	888	22	2%
4-Hazardous Condition	25	170	150	20	13%
5-Service Call	4	73	72	1	1%
6-Good Intent	12	157	181	-24	-13%
7-False Call	16	168	171	-3	-2%
8-Severe Weather	0	0	3	-3	N/A
9-Other	0	3	2	1	N/A
TOTAL	161	1571	1609	-38	-2%



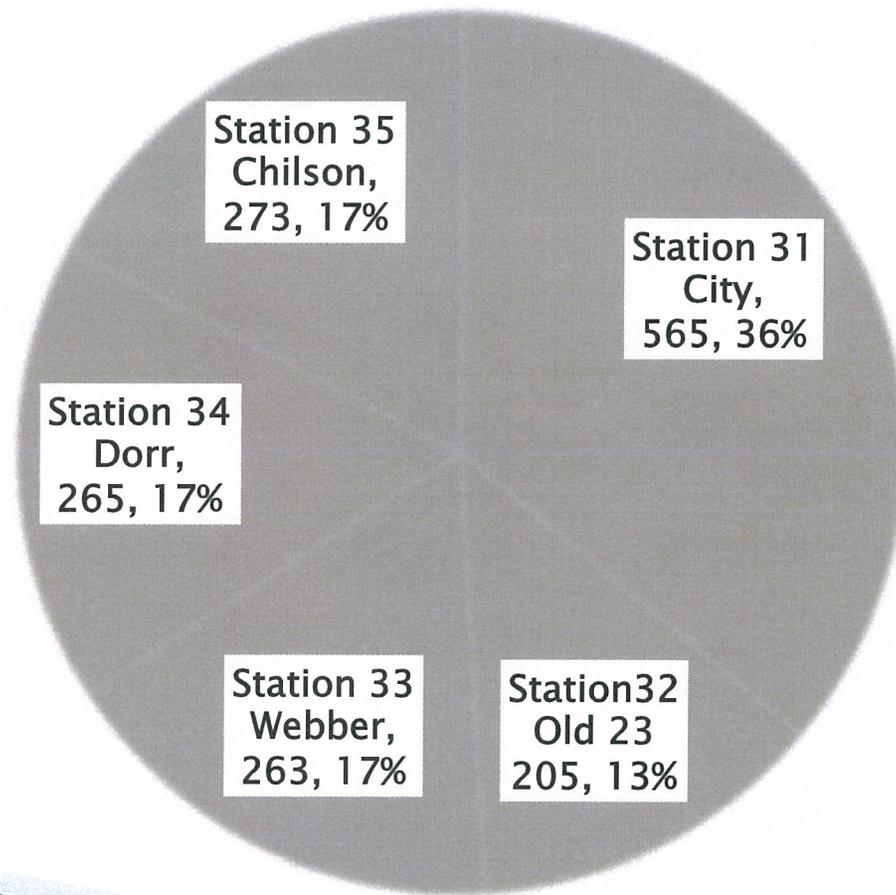
INCIDENT ACTIVITY REPORT - STATIONS

October-16

Incident Type	Department	Sta.31 Grnd Riv	Sta.32 Old 23	Sta.33 Webber	Sta.34 Dorr	Sta.35 Chilson
1 - Fire	8	5	0	1	1	1
2 - Overpressure/Explosion	0	0	0	0	0	0
3 - Rescue EMS	96	30	16	20	14	16
4 - Hazardous Condition	25	10	6	1	4	4
5 - Service Call	4	2	0	0	0	2
6 - Good Intent	12	6	2	4	0	0
7 - False Call	16	4	4	2	2	4
8 - Severe Weather/ Nat.Disaster	0	0	0	0	0	0
9 - Other/Special Incident Type	0	0	0	0	0	0
TOTAL	161	57	28	28	21	27



INCIDENTS BY STATION YTD OCTOBER 2016



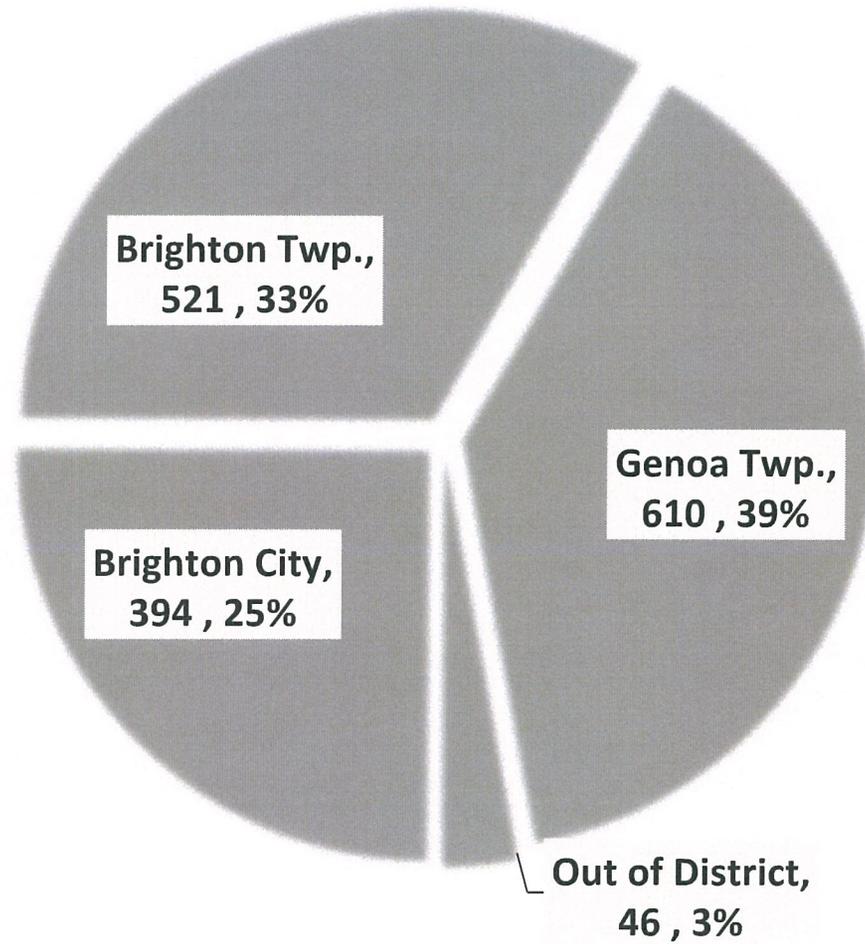
INCIDENT ACTIVITY REPORT BY COMMUNITY

October-16

Incident Type	BriCity Month	BriCity YTD	BriTwp Month	BriTwp TYD	Genoa Month	Genoa TYD
Fire	1	7	4	27	2	37
Overpressure/Explosion	0	0	0	0	0	3
Rescue EMS	22	232	37	305	35	362
Hazardous Condition	5	38	11	61	8	66
Service Call	1	19	1	19	2	29
Good Intent	6	35	6	60	0	54
False Call	6	63	4	47	6	58
Severe Weather/Nat.Disaster	0	0	0	0	0	0
Other/Special Incident Type	0	0	0	2	0	1
TOTAL	41	394	63	521	53	610



INCIDENTS BY COMMUNITY YTD OCTOBER 2016

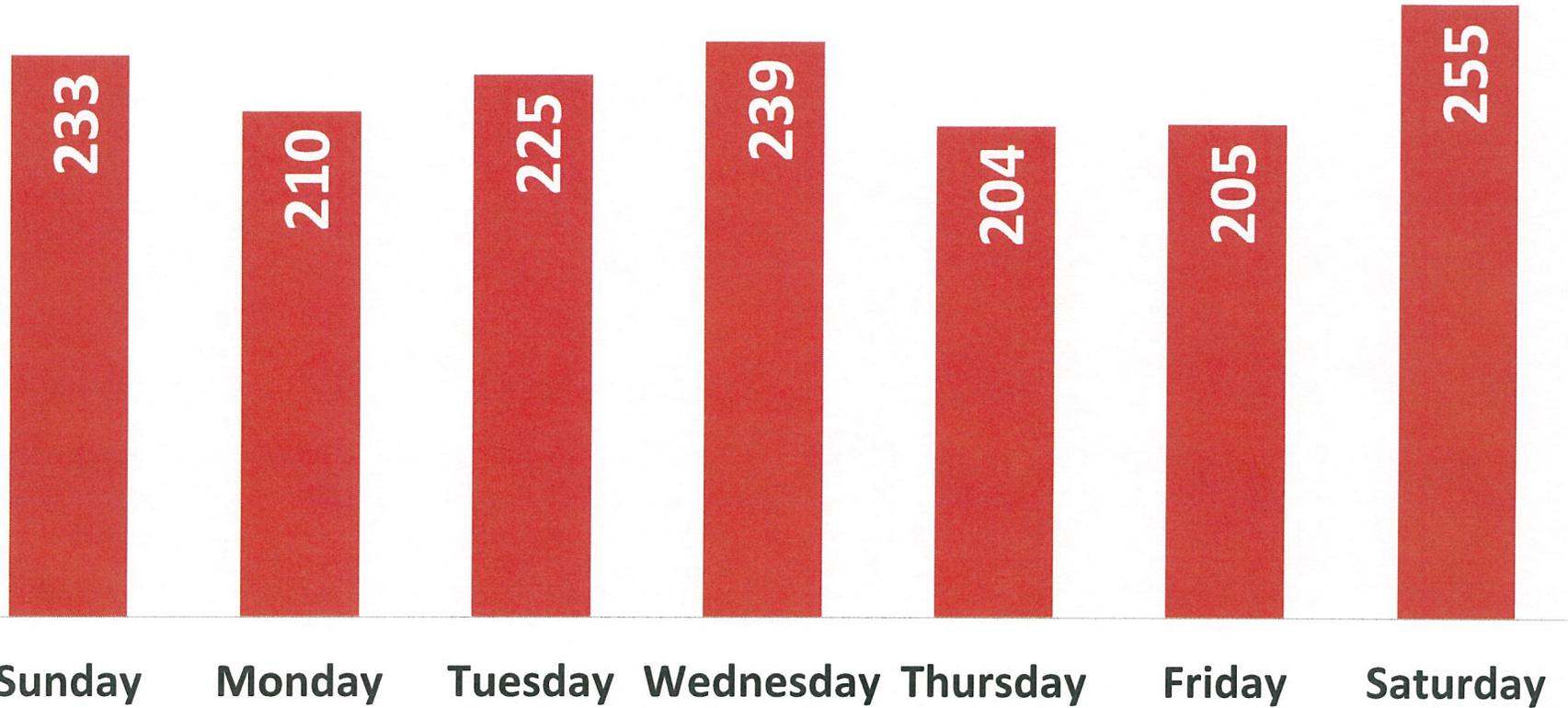


All Incidents by Day of Week

Day of Week	Oct-16	Oct-15	2016 YTD	2015 YTD	%Change
Sunday	22	17	233	229	2%
Monday	17	18	210	267	-21%
Tuesday	14	21	225	215	5%
Wednesday	18	21	239	239	0%
Thursday	20	13	204	209	-2%
Friday	31	19	205	213	-4%
Saturday	39	27	255	237	8%
TOTAL	161	136	1571	1609	-2%



2016 INCIDENTS BY DAY OF WEEK OCTOBER YTD



Incidents by Day of Week/Shift

October-16

Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	4	1	2	3	1	3	4
0601-1200	8	6	4	4	3	9	10
1201-1800	8	8	3	7	9	13	16
1801-0000	2	2	5	4	7	6	9

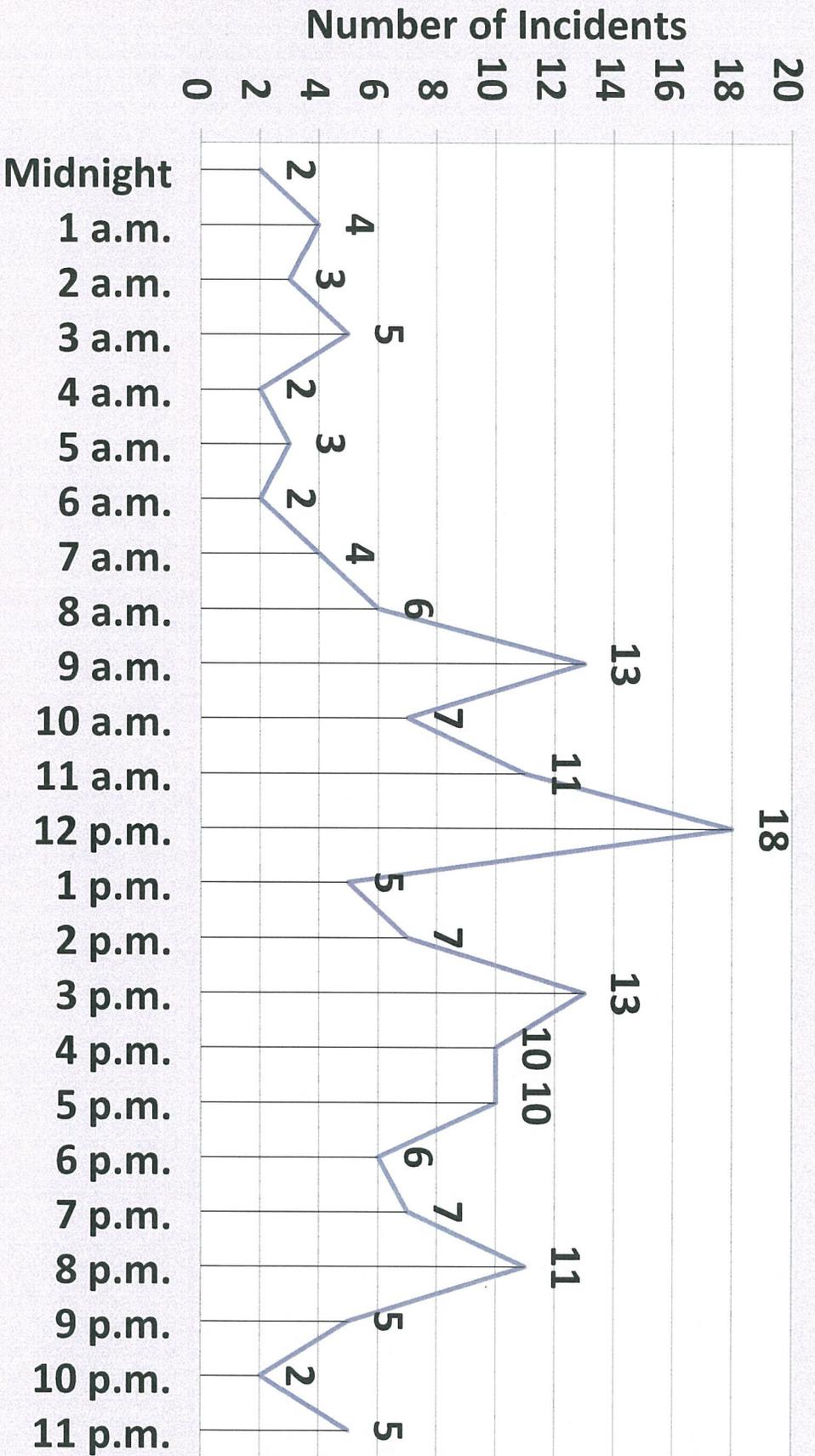
Incidents by Day of Week/Shift

October 2016 Year to Date

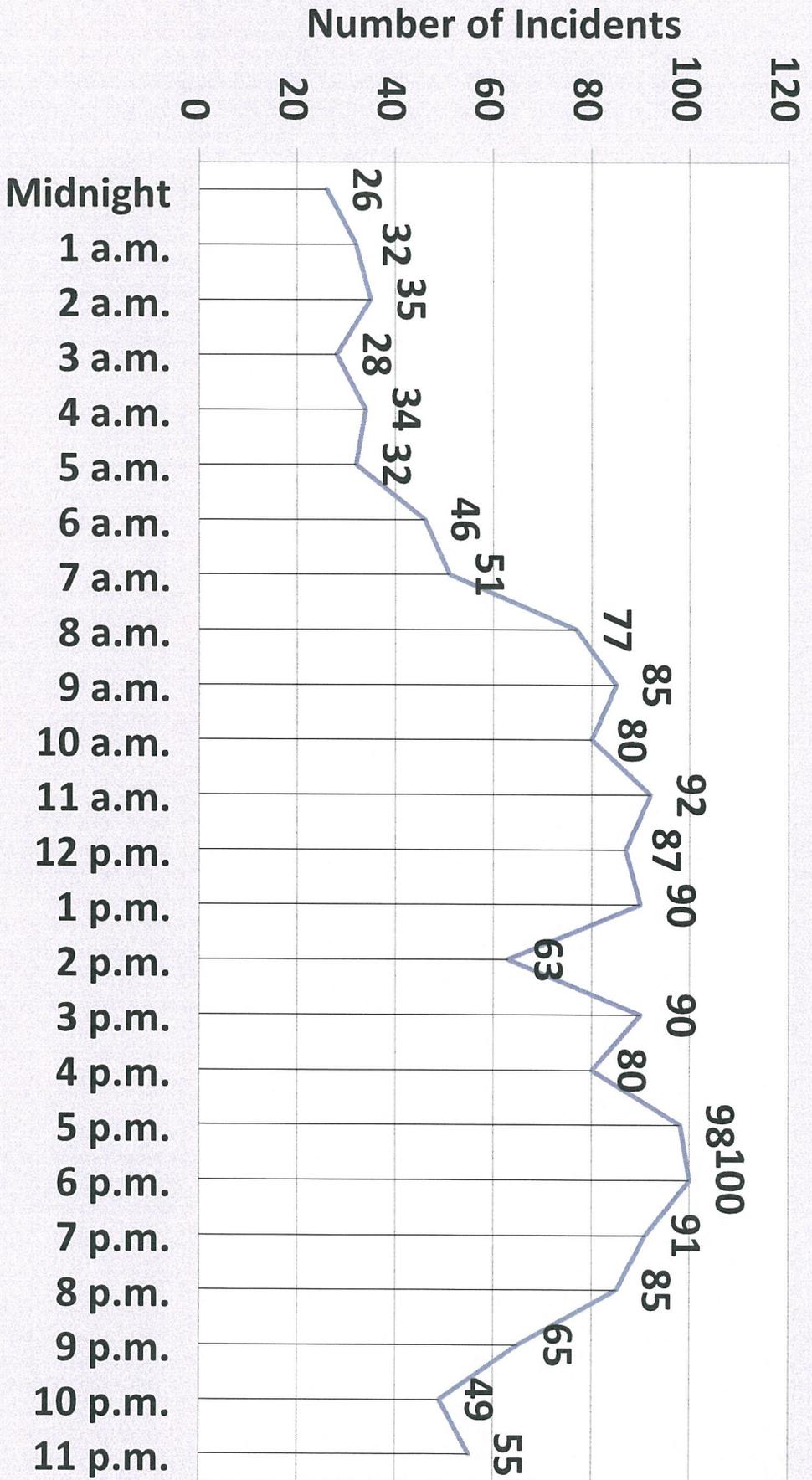
Shift	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
0001-0600	38	23	27	28	17	19	27
0601-1200	62	64	68	64	57	63	60
1201-1800	72	72	59	87	66	57	96
1801-0000	61	51	71	60	64	66	72



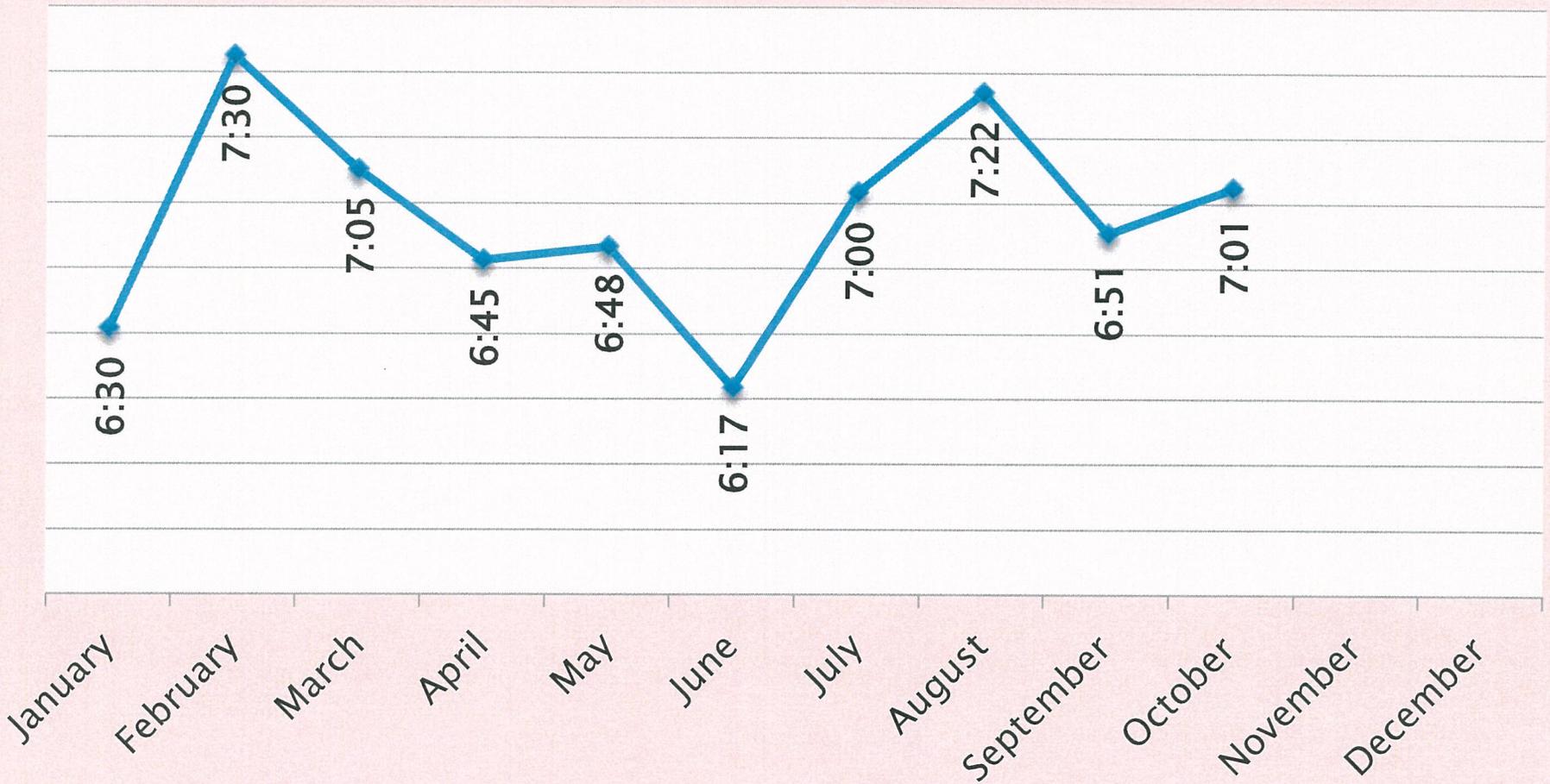
OCTOBER 2016 INCIDENTS BY TIME OF DAY



OCTOBER 2016 INCIDENTS BY TIME OF DAY - YTD



2016 AVERAGE RESPONSE TIMES PRIORITY INCIDENTS



2016 AVERAGE RESPONSE TIMES - PRIORITY INCIDENTS

Station	October	YTD AVG	PYTD AVG	% CHANGE
31	6:14	5:13	5:27	-4%
32	8:30	8:04	9:17	-13%
33	7:23	7:05	6:48	4%
34	6:13	7:34	6:57	9%
35	7:30	8:38	7:47	11%
Dept. Avg.	7:01	6:56	6:52	1%

END OF REPORT



AGENDA NOTES

MEETING DATE: December 19, 2016

PERSON PLACING ITEM ON AGENDA: Township Manager

AGENDA TOPIC: Closed Session: Written Legal Communication

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:

Written legal communication 15.268 Sec.8 (h).

MATERIALS ATTACHED AS SUPPORTING DOCUMENTS:

- Attorney Communications dated December 13, 2016 (under confidential cover)

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

RECOMMENDATION: It is recommended that the Township Board meet in closed session to review written legal communications as permitted by the Open Meeting Act 15.268 Sec.8 (h).

SUGGESTED MOTION: Motion by _____, supported by _____ that the Township Board meet in closed session to review written legal communications as permitted by the Open Meeting Act 15.268 Sec.8 (h).

ROLL CALL VOTE REQUIRED? Yes (2/3)