

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
APRIL 3, 2017 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara _____
Clerk Wright _____
Treasurer Budd _____
Trustee Frazier _____
Trustee Martin _____

Trustee Miller _____
Trustee White _____
Engineer Nummer _____
Attorney McCauley _____
Secretary Montgomery _____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the Fire Chief job Description and the Personal Service Agreement between Amy Brown and the Township.
2. Discussion on the first reading of Ordinance 04-04-17 (1) an amendment to the General Code of Ordinances Chapter 14 (Animals), Article I Sec. 14-1 (Definitions) and Article II section 14-29 (Animal at Large) and addition to Article I adding Sec. 14-2 (Adoption Contracts) and 14-3 (Violation).
3. Discussion on the first reading of Ordinance 04-04-17 (2) an amendment to the General Code of Ordinances Chapter 1 (General Provisions) Sec. 1-13-General Penalty for Violation of Codes; Continuing Violations.
4. Discussion on the first reading of Ordinance 04-04-17 (3) an amendment to the General Code of Ordinances Chapter 1 (General Provisions) addition of Article II (Municipal Civil Infractions).
5. Discussion on the first reading of Ordinance 04-04-17 (4) an amendment to the General Code of Ordinances Chapter 42, Article II, Division 3 Section 42-79.
6. Discussion on the first reading of Ordinance 04-04-17 (5) an addition to the General Code of Ordinances Chapter 58, Article IV, Division 4, Sec. 58-161 (Embezzlement).
7. Discussion on a three year Professional Services Agreement with Hydro Corp, Inc. to provide inspection and other related services for enforcement of the SDWA mandated Cross Connection Control Program

PUBLIC COMMENT:

CLOSED SESSION: The Township Board will go into closed session, pursuant to MCL 15.268(e), to discuss trial and/or settlement strategy involved in the pending litigation, Van Buren Twp. v. Amanda Jackson, Wayne County Circuit Case No. 15-015063.

ADJOURNMENT:

NOTICE OF CLOSED SESSION
OF THE
CHARTER TOWNSHIP OF VAN BUREN
BOARD OF TRUSTEES
TO BE HELD FOLLOWING
4:00 P.M.
WORK STUDY SESSION
ON MONDAY, APRIL 3, 2017
TOWNSHIP HALL
46425 TYLER ROAD
BELLEVILLE, MI 48111

FOR THE PURPOSE OF DISCUSSING:

The Township Board will go into closed session, pursuant to MCL 15.268(e), to discuss trial and/or settlement strategy involved in the pending litigation, Van Buren Twp. v. Amanda Jackson, Wayne County Circuit Case No. 15-015063.

In accordance with the Americans with Disabilities Act, reasonable accommodations can be made with advance notice by calling the Clerk's Office 734.699.8909.

Posted March 30, 2017.

Charter Township of Van Buren

Agenda Item: _____

Work Study: April 3, 2017
Board Meeting Date: April 4, 2017

REQUEST FOR BOARD ACTION

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	Van Buren Charter Township Fire Chief		
DEPARTMENT	Public Safety- Fire Services		
PRESENTER	Director of Public Safety, Greg Laurain		
PHONE NUMBER	734.699.8950		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director of Human Resources, Nicole D. W. Sumpter and Fire Chief Candidate, Amy Brow		

Agenda topic

ACTION REQUESTED:	
To consider approval of Fire Chief Job Description and Personal Service Agreement between Amy Brow and the Township, and authorize Supervisor McNamara and Clerk Wright to execute the agreement.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The hiring panel chose an ambitious candidate who has shown continuous strides of excellence throughout her career. The humble beginnings are rooted here at Van Buren Charter Township where she started her career as a Paid-On-Call firefighter. Since she has progressively moved up the ladder at a fast pace in Fire Services; learning the ins and outs of emergency operations.</p> <p>Amy Brow became the First Female in the State of Michigan to earn the Executive Fire Officer (EFO) Certification. She has a M.B.A in Public Administration and a Bachelor's of Science in Biochemistry/Toxicology. In addition she has several professional certifications and achievements in her portfolio. Experience and Proficient in Labor Management as she has had an up close and personal view from both sides of negotiations. Ms. Brow has served as a Probationary Officer, Lieutenant, Training Officer, Battalion Chief, and Assistant Fire Chief.</p> <p>Upon Board Approval she will become the Fire Chief for Van Buren Charter Township.</p>	

BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Execution of Personal Service Agreement
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Attorney reviewed. Suggested language and modifications incorporated into agreement. <small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>
ADDITIONAL REMARKS	Hiring Process, Job Description, Personal Service Agreement, application, resume and cover letter attached.
APPROVAL OF SUPERVISOR	

Hiring/Selection Process

Purpose

Van Buren Charter Township Board of Trustees is committed to employing, in its best judgement, the most qualified candidates for Deputy Director of Public Safety-Fire Services while engaging in recruitment and selection practices that are in compliance with all applicable employment laws.

Liaisons of Public Safety initiate any action for an open position including any recruitments efforts, advertising and interviewing. The Board of Trustees are responsible for all offers of employment, or extensions of any offers of employment to candidates. Precautionary steps are to be taken to ensure the Township provides the candidate with complete discretion and confidentiality as we move through this process.

Deputy of Public Safety-Fire Services Recruitment Process

1. On Monday January 9, 2017 The Public Safety Director submitted a request for the posting to the HR Director.
2. On Thursday January 12, 2017 HR Director met with the Public Safety Director and both Deputy Directors to discuss the job description, prerequisites such as experience, background and the most cost effective methods of recruitment.
3. On Thursday January 12, 2017 HR Director submitted the online posting and job description for approval prior to posting to the Clerk and Treasurer.
4. Recruitment sources selected were michiefs.org, smaafc.org, fire chiefs email notification system, CWW Human Resource groups and posted internally at both fire stations. Posted on Tuesday January 17, 2017 with a closing date of Tuesday February 7, 2017.
5. On Monday February 6, 2017 HR, Public Safety Director and Deputy's will review all applications submitted for the vetting process. The process initially starts with checking to see if the applicant meets even the basic qualifications requested in the posting. It is anticipated that the resume review and background checks will produce a list of approximately six (6) finalist who will be invited to interview before an oral board.

Selection/Hiring Process Overview

The hiring panel will consist of the Supervisor, Clerk, Treasurer, Director of Public Safety, Deputy Directors of Fire and Police. After the panel reaches a decision on who fits the Townships needs, they will recommend a candidate for final approval by the Board of Trustees.

The exact wage will be determined by Board of Trustees based on qualifications and experience. Candidates will need to be present for both interview processes on (TBD). After successful completion of a thorough background conducted externally, physical and psychological assessment, an anticipated start date for the selected candidate will be Wednesday March 1, 2017.

The HR Director's primary role is to purely serve as support to the panel and the Board. In any rare instance where the hiring panel does not choose a candidate for the position, the process starts over.



CHARTER TOWNSHIP OF VAN BUREN JOB DESCRIPTION

Position Title: Fire Chief

Position Summary

Under the general supervision of the Director of Public Safety, this position will provide highly responsible and complex administrative support to the Director of Public Safety. This individual will be responsible for the overall administrative direction and control of fire operations. This position serves as second-in-command to the fire department and is the designated representative for the Director of Public Safety for fire matters in the Director's absence. The Deputy Director of Public Safety- Fire Services will plan, develop and direct a complete program of fire and emergency services in cooperation with the police services.

Essential Job Functions, Duties and Responsibilities

An employee in this position may be called upon to perform any or all of the following essential job functions, duties and responsibilities. These examples are intended to describe the general nature and level of work to be performed by an employee assigned this classification and are not to be construed as an exhaustive list of all job duties performed in this position.

- Perform those duties of the firefighter when required, maintaining a good working knowledge to arson investigation techniques for use in determining cause and origin of fires and familiarity with emergency medical services.
- Assist the Director of Public Safety in the overall development and maintenance of the Fire Department.
- Ensure that department policies, rules and regulations are followed by department personnel. Administers the collective bargaining agreement.
- Prepare preliminary budgets based on past experiences, present needs and future expectations and submit for approval. Monitor expenses throughout the year.
- Experience in leading paid-on-call - firefighters. This position requires a philosophy in that the Deputy Director of fire will be the only full-time, non-union firefighter.
- Direct departmental activities on fire and coordinate firefighting activities with other departmental supervisory personnel when needed.
- A thorough knowledge of fire suppression, rescue, and fire prevention principles.
- Review fire incident reports.
- Prepare administrative reports as required.
- Considerable knowledge of administrative fire department requirements including budget preparation, grant writing, retention and recruitment of paid on call firefighters, and plan review experiences.
- Supervise employees assigned to the department and participate in the recruiting, hiring, training, counseling, evaluating and disciplining of all subordinate personnel.

- Skills to be a good communicator, be effective in collaboration with other municipal departments, being visible in the community as the Deputy Director of Fire, and be an approachable, confident leader.
- Be responsible for keeping the Director of Public Safety apprised of all incidents and circumstances in the fire department.
- Ability to plan, assign, and direct the work of paid-on-call firefighters; ability to plan and supervise the instruction and training of firefighting personnel; working with other departments in mutual aid plans; and a proven track record of coordinating multiple tasks.
- Investigate citizen complaints.
- Provide leadership and motivation to command officers and subordinates, promoting unity between all fire department personnel.
- Assure that all firefighting equipment and vehicles are in good operational order. Recommend the purchase and prepare bid specifications for new equipment.
- Assist in planning the future growth of the fire department, considering the community, available resources and reflecting the philosophy of the Township Board in order to make recommendations for need personnel, facilities and equipment.
- Comply with SARA Title III provisions and any other existing or future Federal or State mandates regarding hazardous materials. Participate in emergency preparedness programs for the township. Functions as an Incident Commander during emergency situations.
- Demonstrates regular, predictable and dependable attendance.
- Subject to random drug testing at any time.
- Attends Township Board, Public Safety Committee and other meetings as required.
- Performs other related duties and projects, as assigned.

The above list of job requirements, duties and responsibilities, physical abilities and other abilities are meant to be representative only and not all encompassing. The Township reserves the right to add to, delete from, change and/or amend the requirements, duties and responsibilities, physical abilities, and other abilities herein above set forth at any time and without prior notice.

Required Knowledge, Skills, Abilities and Minimum Qualifications

The requirements listed below are representative of the knowledge, skills, abilities and minimum qualifications necessary to perform the essential functions, duties and responsibilities of the position.

- Bachelor's degree with major in Public Administration, fire management, public safety/emergency management, fire science or related field.
- Certifications of Firefighter I and II, EMT, Fire Officer I, II and III required.
- Graduation from the National Fire Academy, School of Fire Staff and Command or similar leadership and management training is desirable.
- Valid State of Michigan Vehicle Operator's License.
- Eight or more years of progressively more responsible experience in command positions including supervisory and administrative duties.
- Knowledge in building construction, fire behavior and hazardous materials. Thorough knowledge of the principles, practices and techniques of modern fire science to establish and maintain effective fire ground operations.
- Thorough knowledge of professional public management techniques involved in budgeting, personnel administration, labor relations and operations management.
- Knowledge of State and Federal laws, local ordinances and other regulations.
- Knowledge of the principles, practices and techniques of modern fire science and maintain effective fire protection and suppressions services desirable.
- Skills in assessing information, analyzing data, preparing comprehensive and accurate reports.
- Must be effective in communication, public speaking and exercise a high degree of diplomacy in contentious or confrontational situations.
- Ability to critically assess situations. Solve problems, work effectively under stress, within deadlines and in emergency situations.
- Ability to travel to other locations.
- While residency is not required, although preferred, the employee must live within twenty (20) miles of the nearest boundary of the township.

Physical Abilities and Work Environment

While performing the duties of this job, the employee is frequently required with or without reasonable accommodations to do the following: talk or hear, must have normal sight and vision and be able to identify and distinguish colors. The employee's environment can range from an office setting to highly dangerous fire-service related situations. Physical demands can range from sitting in an office or vehicle to the potentially enormous physical exertion associated with rescuing persons in emergency situation. The employee may be exposed to outside weather conditions, and potentially exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; risks of electrical shock; explosives; risks of radiation; and vibration. The noise level in the work environment ranges from quiet to moderate in the office to potentially loud in the field.

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY: APRIL 3, 2017
1ST READING DATE: APRIL 4, 2017
2ND READING DATE: APRIL 18, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 04-04-17(1) to consider approval of an amendment to Sec. 14-1 (Definitions) and Sec. 14-29 (Animal at Large) of the Code of Ordinances and to consider new Sec. 14-2 (Adoption Contracts) and 14-3 (Violation).		
DEPARTMENT	Police Department		
PRESENTER	Lt. Charles Bazzy		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	First reading of Ordinance 04-04-17(1) to consider approval of an amendment to Sec. 14-1 (Definitions) and Sec. 14-29 (Animal at Large) of the Code of Ordinances and to consider new Sec. 14-2 (Adoption Contracts) and 14-3 (Violation).
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	The amendment of Sec. 14-1 clarifies the definitions, the amendment of the animal at large ordinance, Sec. 14-29 (Animals at Large), allows for civil infraction (instead of criminal) penalties for violation, the addition of Sec. 14-2(Adoption Contracts) and 14-3 (Violation) organizes the former Sec. 14-1 into separate sections to make it easier to understand.

BUDGET IMPLICATION	None anticipated.
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 04-04-17(1)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Member: _____

It was moved by Member ____ and supported by Member ____ that the following Ordinance be adopted to amend Sec. 14-1 and Sec.14-29 and add Sec. 14-2 and Sec. 14-3 of Chapter 14 (Animals) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 14-1. - Definitions.

As used in this Chapter:

Adoption means a transfer of ownership, with or without remuneration of a dog or cat from an animal control shelter or animal protection shelter to an individual for the purpose of being a companion animal for that individual. As used in this article, a companion animal includes, but is not limited to, a dog that is used for hunting or as a guard dog.

Alteration means a professional sterilization procedure performed by a veterinarian that renders a dog or cat incapable of reproducing.

Altered in reference to a dog or cat means having undergone alteration.

Animal means a mammal, bird, or livestock (as that term is defined by MCL 287.121).

Animal control shelter means a facility operated by a municipality for the impoundment and care of animals that are found in the streets or at large; animals that are otherwise held due to the violation of a municipal ordinance or state law; or animals that are surrendered to the animal control shelter.

Animal protection shelter means a facility operated by a person, humane society, society for the prevention of cruelty to animals or any other nonprofit organization for the care of homeless animals.

Cat means domestic cat of any age of the species *felis catus*.

Department means the state department of agriculture.

Director means the director of public safety or his/her authorized representative.

Dog means a domestic dog of any age of the species *canis familiaris*.

Health certificate means a certificate in a form prescribed by the department in which a veterinarian attests to the age, sex, breed, and description of an animal and to the fact that at the time of preparation of the certificate, the veterinarian examined the animal and found the animal free from visual evidence of communicable disease.

Municipality means a county, city, village or township.

Person means an individual, partnership, corporation, association, governmental entity or other legal entity.

Pet shop means a place where animals are sold or offered for sale, exchange, or transfer.

Veterinarian means a person licensed to practice veterinary medicine under Article 13 of the Public Health Code, 1978 PA 368, MCL 333.16101 to 333.18838.

Sec. 14-2. - Adoption contracts.

- (1) Except as otherwise provided in this section, an animal control shelter or animal protection shelter shall not permit a person to adopt a dog or cat that has not been altered, unless that person has entered into a contract for the alteration of the dog or cat with the animal control shelter or animal protection shelter. The contract shall state that the adopting person agrees to have an alteration on the dog or cat and shall otherwise comply with this section.
- (2) A contract with an animal control shelter or animal protection shelter entered into pursuant to subsection (1) shall require the adopting person to have an alteration performed on the dog or cat within four weeks after the adoption date if at the time of adoption the dog or cat is six months of age or older. If the dog or cat to be adopted is under six months of age at the time of adoption, the contract shall contain the date upon which the dog or cat will be six months of age and shall require the person adopting the dog or cat to have an alteration performed on the dog or cat within four weeks after that date. This section does not prevent a veterinarian from performing an alteration on a dog or cat that is under six months of age.
- (3) Upon certification by a veterinarian in writing that a dog or cat has serious, permanent medical or health problem that prevents an alteration, the dog or cat adopted is not required to be altered. Upon certification by a veterinarian in writing that an alteration poses a serious, temporary medical or health problem, the alteration may be postponed. The person adopting the dog or cat shall have

it reevaluated by a veterinarian at intervals not to exceed 14 days and shall have the alteration performed no later than seven days after a veterinarian determines that the temporary problem is resolved.

- (4) Except as otherwise provided in subsection (6) a contract entered into pursuant to subsection (1) shall require the adopting person to leave with the animal control shelter or animal protection shelter, or a designee of the animal control shelter or animal protection shelter, a fee to be established by resolution of the township board of trustees that indicates the person's intention to have the adopted dog or cat altered within the time provided pursuant to subsection (2). If the person fails to comply with the terms of the contract, the deposit is forfeited. The good faith deposit shall be returned to the adopting person if the adopting person submits written certification from a veterinarian of either of the following:
 - a. The dog or cat has been altered within the time period in which the alteration was required under subsection (2).
 - b. The dog or cat has a serious, permanent medical or health problem that prevents an alteration.
- (5) If the adopting person complies with the terms of a contract entered into under subsection (1), the good faith deposit (fee shall be established by resolution of the township board of trustees) shall be refunded by the animal control shelter, animal protection shelter, or a designee of the animal control shelter or animal protection shelter, upon submission by the adopting person of written certification by a veterinarian that the adopted dog or cat was altered. The certificate shall include the date of alteration; the name of the owner of the dog or cat; the description of the dog or cat; and the signature of the veterinarian who performed the alteration.
- (6) The good faith deposit under subsection (4) is not required if one or more of the following apply:
 - a. A dog is transferred to a local, state, or federal law enforcement agency.
 - b. A dog is transferred to an organization or trainer that trains guide or lead dogs for blind persons, hearing dogs for deaf or audibly impaired persons, or service dogs for physically limited persons.
 - c. A dog or cat is transferred to another animal control shelter or animal protection shelter or is transferred to a person who will transfer the animal to another animal control shelter or animal protection shelter. Before the first animal control shelter or animal protection shelter releases the animal, it shall obtain from the person to whom the animal is to be released a written statement by the second animal control shelter or animal protection shelter that it is willing to accept the animal for purposes of adoption or humane euthanasia. Promptly after receipt of the animal by the second animal control shelter or animal protection shelter, the person to whom the animal was released shall provide the first animal control shelter or animal protection shelter with a written statement by the second animal control

shelter or animal protection shelter containing a description of the dog or cat and acknowledging its receipt on a date specified in the statement.

- (7) A contract entered into pursuant to subsection (1) shall include a statement that if the terms of the contract are breached because a person adopting a dog or cat fails to have the animal altered as requested in the contract, then the person agrees to pay liquidated damages (fee shall be established by resolution of the township board of trustees) or actual reasonable costs incurred by the animal control shelter or animal protection shelter to enforce the contract. Immediately before a person signs the contract, a representative of the animal control shelter or animal protection shelter shall verbally direct the person's attention to the liquidated damages agreement in the contract.
- (8) If a person fails to comply with a contract for the alteration of a dog or cat as required under subsection (6), a court with appropriate jurisdiction may order the transfer of ownership of the adopted animal only to one of the following:
 - a. The facility from which the animal was adopted.
 - b. A veterinarian, animal control shelter, or animal protection shelter willing to accept the animal and either humanely euthanize the animal or adopt the animal to an owner who agrees to have the animal altered.

Section 14-3. - Violation. A person violating any provision of this section shall be responsible for a municipal civil infraction and subject to the fines set forth in Section 1-23.

Sec. 14-29. - At large.

It shall be unlawful for any person owning or keeping any dog or other animal (as that term is defined in Section 14-1) to allow, suffer or permit such dog or animal to run at large within the corporate limits of the township; provided, however, that dogs on a leash and working dogs such as law enforcement dogs, leader dogs, guard dogs, farm dogs, and hunting dogs when accompanied by their owner or his authorized agent and while actively engaged in activities for which such dogs are trained, shall not be deemed to be running at large. The maximum leash length shall be six (6) feet. Any person violating this section shall be responsible for a municipal civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense.

State Law reference— Running at large prohibited, MCL 287.262.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY

OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD
ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,
Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____

Published: _____

Effective: _____

Sec. 14-1. - ~~Animal adoption policy~~ Definitions.

(a) ~~Definitions.~~ As used in this act ~~Chapter:~~

Adoption means a transfer of ownership, with or without remuneration of a dog or cat from an animal control shelter or animal protection shelter to an individual for the purpose of being a companion animal for that individual. As used in this article, a companion animal includes, but is not limited to, a dog that is used for hunting or as a guard dog.

Alteration means a professional sterilization procedure performed by a veterinarian that renders a dog or cat incapable of reproducing.

Altered in reference to a dog or cat means having undergone alteration.

Animal means a mammal, ~~except bird, or livestock (as that term is defined in by 1987 PA 284, MCL 287.121) to 287.131, and rodents.~~

Animal control shelter means a facility operated by a municipality for the impoundment and care of animals that are found in the streets or at large; animals that are otherwise held due to the violation of a municipal ordinance or state law; or animals that are surrendered to the animal control shelter.

Animal protection shelter means a facility operated by a person, humane society, society for the prevention of cruelty to animals or any other nonprofit organization for the care of homeless animals.

Cat means domestic cat of any age of the species *felis catus*.

Department means the state department of agriculture.

Director means the director of public safety or his/her authorized representative.

Dog means a domestic dog of any age of the species *canis familiaris*.

Health certificate means a certificate in a form prescribed by the department in which a veterinarian attests to the age, sex, breed, and description of an animal and to the fact that at the time of preparation of the certificate, the veterinarian examined the animal and found the animal free from visual evidence of communicable disease.

Municipality means a county, city, village or township.

Person means an individual, partnership, corporation, association, governmental entity or other legal entity.

Pet shop means a place where animals are sold or offered for sale, exchange, or transfer.

Veterinarian means a person licensed to practice veterinary medicine under Article 13 of the Public Health Code, 1978 PA 368, MCL 333.16101 to 333.18838.

(b) Sec. 14-2. - Adoption contracts.

- (1) Except as otherwise provided in this section, an animal control shelter or animal protection shelter shall not permit a person to adopt a dog or cat that has not been altered, unless that person has entered into a contract for the alteration of the dog or cat with the animal control shelter or animal protection shelter. The contract shall state that the adopting person agrees to have an alteration on the dog or cat and shall otherwise comply with this section.
- (2) A contract with an animal control shelter or animal protection shelter entered into pursuant to subsection (1) shall require the adopting person to have an alteration performed on the dog or cat within four weeks after the adoption date if at the time of adoption the dog or cat is six months of age or older. If the dog or cat to be adopted is under six months of age at the time of adoption, the contract shall contain the date upon which the dog or cat will be six months of age and shall require the person adopting the dog or cat to have an alteration performed on the dog or cat within four weeks after that date. This section does not prevent a veterinarian from performing an alteration on a dog or cat that is under six months of age.

- (3) Upon certification by a veterinarian in writing that a dog or cat has serious, permanent medical or health problem that prevents an alteration, the dog or cat adopted is not required to be altered. Upon certification by a veterinarian in writing that an alteration poses a serious, temporary medical or health problem, the alteration may be postponed. The person adopting the dog or cat shall have it reevaluated by a veterinarian at intervals not to exceed 14 days and shall have the alteration performed no later than seven days after a veterinarian determines that the temporary problem is resolved.
- (4) Except as otherwise provided in subsection (6) a contract entered into pursuant to subsection (1) shall require the adopting person to leave with the animal control shelter or animal protection shelter, or a designee of the animal control shelter or animal protection shelter, a fee to be established by resolution of the township board of trustees that indicates the person's intention to have the adopted dog or cat altered within the time provided pursuant to subsection (2). If the person fails to comply with the terms of the contract, the deposit is forfeited. The good faith deposit shall be returned to the adopting person if the adopting person submits written certification from a veterinarian of either of the following:
 - a. The dog or cat has been altered within the time period in which the alteration was required under subsection (2).
 - b. The dog or cat has a serious, permanent medical or health problem that prevents an alteration.
- (5) If the adopting person complies with the terms of a contract entered into under subsection (1), the good faith deposit (fee shall be established by resolution of the township board of trustees) shall be refunded by the animal control shelter, animal protection shelter, or a designee of the animal control shelter or animal protection shelter, upon submission by the adopting person of written certification by a veterinarian that the adopted dog or cat was altered. The certificate shall include the date of alteration; the name of the owner of the dog or cat; the description of the dog or cat; and the signature of the veterinarian who performed the alteration.
- (6) The good faith deposit under subsection (4) is not required if one or more of the following apply:
 - a. A dog is transferred to a local, state, or federal law enforcement agency.
 - b. A dog is transferred to an organization or trainer that trains guide or lead dogs for blind persons, hearing dogs for deaf or audibly impaired persons, or service dogs for physically limited persons.
 - c. A dog or cat is transferred to another animal control shelter or animal protection shelter or is transferred to a person who will transfer the animal to another animal control shelter or animal protection shelter. Before the first animal control shelter or animal protection shelter releases the animal, it shall obtain from the person to whom the animal is to be released a written statement by the second animal control shelter or animal protection shelter that it is willing to accept the animal for purposes of adoption or humane euthanasia. Promptly after receipt of the animal by the second animal control shelter or animal protection shelter, the person to whom the animal was released shall provide the first animal control shelter or animal protection shelter with a written statement by the second animal control shelter or animal protection shelter containing a description of the dog or cat and acknowledging its receipt on a date specified in the statement.
- (7) A contract entered into pursuant to subsection (1) shall include a statement that if the terms of the contract are breached because a person adopting a dog or cat fails to have the animal altered as requested in the contract, then the person agrees to pay liquidated damages (fee shall be established by resolution of the township board of trustees) or actual reasonable costs incurred by the animal control shelter or animal protection shelter to enforce the contract. Immediately before a person signs the contract, a representative of the animal control shelter or animal protection shelter shall verbally direct the person's attention to the liquidated damages agreement in the contract.

- (8) If a person fails to comply with a contract for the alteration of a dog or cat as required under subsection (6), a court with appropriate jurisdiction may order the transfer of ownership of the adopted animal only to one of the following:
- a. The facility from which the animal was adopted.
 - b. A veterinarian, animal control shelter, or animal protection shelter willing to accept the animal and either humanely euthanize the animal or adopt the animal to an owner who agrees to have the animal altered.

Section 14-3. - (e) *Violation.* A person violating any provision of this section shall be guilty responsible for a municipal civil infraction and a court of appropriate jurisdiction may enter a judgment (fee shall be established by resolution of the township board of trustees) and subject to the fines set forth in Section 1-23.

(Ord. No. 5-21-02, §§ 1—3, 6-13-02)

Editor's note— Ord. No. 5-21-02, §§ 1—3, effective June 13, 2002, did not specify manner of inclusion; hence, inclusion as § 14-1 is at the discretion of the editor.

Sec. 14-29. - At large.

It shall be unlawful for any person owning or keeping any dog or other animal (as that term is defined in Section 14-1) to allow, suffer or permit such dog or animal to run at large within the corporate limits of the township; provided, however, that dogs on a leash and working dogs such as leader dogs, guard dogs, farm dogs, and hunting dogs when accompanied by their owner or his authorized agent and while actively engaged in activities for which such dogs are trained, or dogs engaged in lawful hunting or training, which are accompanied by the owner or keeper, and under reasonable control, shall not be deemed to be running at large. The maximum leash length shall be six (6) feet. Any person violating this section shall be responsible for a municipal civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense.

(Ord. No. 2-16-66, § 12, eff. 3-24-66)

State Law reference— Running at large prohibited, MCL 287.262.

Sec. 14-36. - Animal Waste

- (a) It shall be unlawful for any person having custody of any dog to allow, suffer or permit such dog to deposit feces on public or private property, other than the property of the dog's owner or keeper, without immediately removing such feces and depositing the same in a suitable waste receptacle.
- (b) Any person having custody of any dog which deposits feces on public or private property, other than the property of the owner, shall, upon being made aware of such fact, immediately remove such feces and deposit the same in a suitable waste receptacle.
- (c) A property owner or lessee shall regularly pick up dog waste on his or her property and deposit the waste material in an appropriate receptacle or container so as not to cause dog waste to unnecessarily accumulate and thereby cause an unpleasant odor or other nuisance to adjacent properties.
- (d) Any person violating this section shall be responsible for a municipal civil infraction. The fine for violation of this section shall be one hundred fifty dollars (\$150.00) for a first offense, two hundred fifty dollars (\$250.00) for a second offense, and five hundred dollars (\$500.00) for a third or subsequent offense.

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Charter Township of Van Buren

Agenda Item: _____

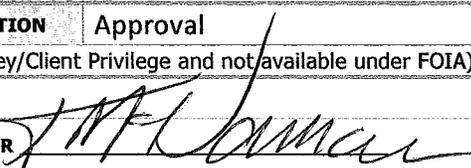
REQUEST FOR BOARD ACTION

WORK STUDY: APRIL 3, 2017
1ST READING DATE: APRIL 4, 2017
2ND READING DATE: APRIL 18, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 04-04-17(2) to consider approval of approval of an amendment to Ordinance 1-13 – General Penalty for Violation of Code; Continuing Violations.		
DEPARTMENT	Police Department		
PRESENTER	Lt. Charles Bazzy		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	First reading of Ordinance 04-04-17(2) to consider approval of approval of an amendment to Ordinance 1-13 – General Penalty for Violation of Code; Continuing Violations.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	The amendment of Sec. 1-13 of the Code of Ordinances changes some 90-day misdemeanors to 93-day misdemeanors so that offenders may be charged under local ordinance allowing the township to retain a portion of the fine collected in accordance with state law and allows for the adoption of the municipal civil infraction ordinance which will reduce some ordinance violations to be de-criminalized.

BUDGET IMPLICATION	None anticipated.
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd readings, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 04-04-17(2)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Member: _____

It was moved by Member ____ and supported by Member ____ that the following Ordinance be adopted to amend Article II of Chapter 1 (General Provisions) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 1-13. - General penalty for violation of Code; continuing violations.

- (a) Unless a violation of this Code or any ordinance of the township is specifically designated in the Code or ordinance as a municipal civil infraction or a civil infraction, the violation shall be deemed to be a misdemeanor.
- (b) Unless another penalty is expressly provided by this Code for any particular provision or section, every person convicted of a violation of any provision of this Code, or any rule or regulation adopted or issued pursuant thereto, shall be punished by a fine of not more than \$500.00 and costs of prosecution, or by imprisonment for a term not exceeding 90 days, or by both such fine and imprisonment. However, unless otherwise provided by law, a person convicted of a violation of this Code which substantially corresponds to a violation of state law that is a misdemeanor for which the maximum period of imprisonment is 93 days shall be punished by a fine not to exceed \$500.00 or by imprisonment for a period of not more than 93 days or by both such fine and imprisonment. Each act of violation and every day upon which any such violation shall occur shall constitute a new and separate offense.
- (c) In addition to the penalties provided in subsection (a) of this section, the township may enjoin or abate any violation of this Code by appropriate action.

- (d) Any person under 17 years of age convicted of a violation of this Code shall be guilty of a municipal civil infraction (except for violations of Chapter 82, Traffic and Vehicles), punishable by a fine of not more than \$500.00 in the discretion of the court regardless of any penalty provisions that may be stated in a specific chapter, section or subsection of this Code.
- (e) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any ordinance, plus any costs, damages, expenses and other sanctions, as authorized under chapter 87 of Public Act No. 236 of 1961 (MCL 600.8701 et seq.), and other applicable laws.
 - (1) Unless otherwise specifically provided for by this Code or any ordinance, the civil fine for a municipal civil infraction violation shall be not less than \$50.00 nor more than \$500.00, plus costs and other sanctions, for each infraction. Costs shall include all expenses, direct and indirect, to which the township has been put in connection with the municipal civil infraction, with the exception of those costs permitted pursuant to subsection (c) of this section, costs of no more than \$500.00 shall be ordered.
 - (2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, the term "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision:
 - a. Committed by a person within any three-year period (unless some other period is specifically provided by this Code or any ordinance); and
 - b. For which the person admits responsibility or is determined to be responsible.
 - (3) Unless otherwise specifically provided by this Code or any ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:
 - a. The fine for any offense which is a first repeat offense shall be no less than \$150.00, no more than \$500.00, plus costs.
 - b. Repeat offenses are determined on the basis of the date of the commission of the offenses.

- (f) A second repeat offense, a violation which is designated a municipal civil infraction shall constitute a misdemeanor punishable by a fine not exceeding \$500.00 (plus costs of prosecution), or imprisonment not exceeding 90 days, or both. However, nothing herein requires an authorized township official to charge a repeat offense of the same ordinance by the same individual as a misdemeanor.

- (g) A violation includes any act which is prohibited or made or declared to be unlawful or an offense by this Code or any ordinance; and any omission or failure to act where the act is required by this Code or any ordinance.

- (h) Each act of violation and each day on which any violation of this Code or any ordinance continues constitutes a separate offense/infraction and shall be subject to penalties or sanctions as a separate offense/infraction.

State Law reference— Limitation on penalties, MCL 42.21, MSA 5.46(21).

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

 Kevin McNamara,
 Supervisor, Charter Township of Van Buren

 Leon Wright,
 Clerk, Charter Township of Van Buren

Adopted: _____

Published: _____
Effective: _____

Sec. 1-13. - General penalty for violation of Code; continuing violations.

- (a) Unless a violation of this Code or any ordinance of the township is specifically designated in the Code or ordinance as a municipal civil infraction or a civil infraction, the violation shall be deemed to be a misdemeanor
- (b) Unless another penalty is expressly provided by this Code for any particular provision or section, every person convicted of a violation of any provision of this Code, or any rule or regulation adopted or issued pursuant thereto, shall be punished by a fine of not more than \$500.00 and costs of prosecution, or by imprisonment for a term not exceeding 90 days, or by both such fine and imprisonment. However, unless otherwise provided by law, a person convicted of a violation of this Code which substantially corresponds to a violation of state law that is a misdemeanor for which the maximum period of imprisonment is 93 days shall be punished by a fine not to exceed \$500.00 or by imprisonment for a period of not more than 93 days or by both such fine and imprisonment. Each act of violation and every day upon which any such violation shall occur shall constitute a new and separate offense.
- (bc) In addition to the penalties provided in subsection (a) of this section, the township may enjoin or abate any violation of this Code by appropriate action.
- (ed) Any person under 17 years of age convicted of a violation of this Code shall be guilty of a municipal civil infraction (except for violations of Chapter 82, Traffic and Vehicles), punishable by a fine of not more than \$500.00 in the discretion of the court regardless of any penalty provisions that may be stated in a specific chapter, section or subsection of this Code.
- (e) The sanction for a violation which is a municipal civil infraction shall be a civil fine in the amount as provided by this Code or any ordinance, plus any costs, damages, expenses and other sanctions, as authorized under chapter 87 of Public Act No. 236 of 1961 (MCL 600.8701 et seq.), and other applicable laws.
- (1) Unless otherwise specifically provided for by this Code or any ordinance, the civil fine for a municipal civil infraction violation shall be not less than \$50.00 nor more than \$500.00, plus costs and other sanctions, for each infraction. Costs shall include all expenses, direct and indirect, to which the township has been put in connection with the municipal civil infraction, with the exception of those costs permitted pursuant to subsection (c) of this section, costs of no more than \$500.00 shall be ordered.
- (2) Increased civil fines may be imposed for repeated violations by a person of any requirement or provision of this Code or any ordinance. As used in this section, the term "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision:
- a. Committed by a person within any three-year period (unless some other period is specifically provided by this Code or any ordinance); and
- b. For which the person admits responsibility or is determined to be responsible.
- (3) Unless otherwise specifically provided by this Code or any ordinance for a particular municipal civil infraction violation, the increased fine for a repeat offense shall be as follows:

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a. The fine for any offense which is a first repeat offense shall be no less than \$150.00, no more than \$500.00, plus costs.

b. Repeat offenses are determined on the basis of the date of the commission of the offenses.

(f) A second repeat offense, a violation which is designated a municipal civil infraction shall constitute a misdemeanor punishable by a fine not exceeding \$500.00 (plus costs of prosecution), or imprisonment not exceeding 90 days, or both. However, nothing herein requires an authorized township official to charge a repeat offense of the same ordinance by the same individual as a misdemeanor.

(g) A violation includes any act which is prohibited or made or declared to be unlawful or an offense by this Code or any ordinance; and any omission or failure to act where the act is required by this Code or any ordinance.

(h) Each act of violation and each day on which any violation of this Code or any ordinance continues constitutes a separate offense/infraction and shall be subject to penalties or sanctions as a separate offense/infraction.

(Ord. No. 4-17-01(3), eff. 5-10-01)

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State Law reference— Limitation on penalties, MCL 42.21, MSA 5.46(21).

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY: APRIL 3, 2017
1ST READING DATE: APRIL 4, 2017
2ND READING DATE: APRIL 18, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 04-04-17(3) to discuss an approval of an amendment to Article II (Municipal Civil Infractions) of Chapter 1 (General Provisions).		
DEPARTMENT	Police Department		
PRESENTER	Lt. Charles Bazy		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	
First reading of Ordinance 04-04-17(3) to discuss an approval of an amendment to Article II (Municipal Civil Infractions) of Chapter 1 (General Provisions).	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
The addition of Article II (Municipal Civil Infraction) of Chapter 1 (General Provisions) provides enforcement power/remedies to the township to take action against violations and provides enforcement power in the district court, which will allow for more cost effective ordinance enforcement.	

BUDGET IMPLICATION	None anticipated.
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 04-04-17(3)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Member: _____

It was moved by Member ____ and supported by Member ____ that the following Ordinance be adopted to amend Article II of Chapter 1 (General Provisions) to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

ARTICLE II. - MUNICIPAL CIVIL INFRACTIONS

State Law reference— Municipal civil infractions, MCL 600.8701 et seq.

Sec. 1-14. - Definitions.

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

Act means Public Act No. 236 of 1961 (MCL 600.101 et seq.).

Authorized township official means a police officer or other personnel of the township authorized by this Code or any ordinance to issue municipal civil infraction citations or municipal civil infraction violation notices.

Bureau means the township municipal ordinance violations bureau as established by this article.

Municipal civil infraction action means a civil action in which the defendant is alleged to be responsible for a municipal civil infraction.

Municipal civil infraction citation means a written complaint or notice prepared by an authorized township official, directing a person to appear in court regarding the occurrence or existence of a municipal civil infraction violation by the person cited.

Municipal civil infraction violation notice means a written notice prepared by an authorized township official, directing a person to appear at the township municipal ordinance violations bureau and to pay the fine and costs, if any, prescribed for the violation by the schedule of civil fines adopted by the township, as authorized under sections 8396 and 8707(6) of the Act (MCL 600.8396, 600.8707(6)).

Sec. 1-15. - Municipal civil infraction action, commencement.

A municipal civil infraction action may be commenced upon the issuance by an authorized township official of:

- (1) A municipal civil infraction citation directing the alleged violator to appear in court; or
- (2) A municipal civil infraction violation notice directing the alleged violator to appear at the township municipal ordinance violations bureau.

Sec. 1-16. - Citations; issuance and service.

Municipal civil infraction citations shall be issued and served by authorized township officials as follows:

- (1) The time for appearance specified in a citation shall be within a reasonable time after the citation is issued.
- (2) The place for appearance specified in a citation shall be the district court.
- (3) Each citation shall be numbered consecutively and shall be in a form approved by the state court administrator. The original citation shall be filed with the 34th district court. Copies of the citation shall be retained by the township and issued to the alleged violator as provided by section 8705 of the Act (MCL 600.8705).
- (4) A citation for a municipal civil infraction signed by an authorized township official shall be treated as made under oath if the violation alleged in the citation occurred in the presence of the official signing the complaint and if the citation contains the following statement immediately above the date and signature of the official: "I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge and belief."
- (5) An authorized township official who witnesses a person commit a municipal civil infraction shall prepare and subscribe, as soon as possible and as completely as possible, an original and required copies of a citation.
- (6) An authorized township official may issue a citation to a person if:
 - a. Based upon investigation, the official has reasonable cause to believe that the person is responsible for a municipal civil infraction; or
 - b. Based upon investigation of a complaint by someone who allegedly witnessed the person commit a municipal civil infraction, the official has reasonable cause to believe that the person is responsible for an infraction and if the prosecuting attorney or township attorney approves in writing the issuance of the citation.

- (7) Municipal civil infraction citations shall be served by an authorized township official as follows:
- a. Except as provided by subsection (7)b of this section, an authorized township official shall personally serve a copy of the citation upon the alleged violator.
 - b. If the municipal civil infraction action involves the use or occupancy of land, a building or other structure, a copy of the citation does not need to be personally served upon the alleged violator, but may be served upon an owner or occupant of the land, building or structure by posting a copy on the land or attaching the copy to the building or structure. In addition, a copy of the citation shall be sent by first class mail to the owner of the land, building or structure at the owner's last known address.

Sec. 1-17. - Municipal ordinance violations bureau; creation; location; supervision; employees; rules and regulations.

- (a) The township may create a municipal ordinance violations bureau (bureau) pursuant to section 8396 of the Act (MCL 600.8396), as it may be amended from time to time, to accept admissions of responsibility for municipal civil infractions for which municipal ordinance violation notices have been issued and served by authorized officials, and to collect and retain civil fines for such admissions as prescribed by this Code or any ordinance.
- (b) The bureau shall be located at township hall, and shall be under the supervision and control of the code and ordinance enforcement department of the township. The code and ordinance enforcement department, subject to the approval of the township board, shall adopt rules and regulations for the operation of the bureau.

Sec. 1-18. - Authorized township officials.

Township police officers are authorized to enforce the provisions of this chapter, and may issue municipal civil infraction violation notices or municipal civil infraction citations for any municipal civil infraction, except where otherwise prohibited pursuant to this Code. An official who has previously been authorized to enforce any provision of this Code or any ordinance of the township, by this Code or any ordinance, shall be authorized to enforce that provision of this Code or any ordinance as a municipal civil infraction under the provisions of this article, and may issue municipal civil infraction violation notices or municipal civil infraction citations. Additionally, the township board may by resolution, authorize other persons to enforce the provisions of this chapter, including issuing municipal civil infraction violation notices or municipal infraction citations.

Sec. 1-19. - Disposition of violations; bureau limited to accepting admissions of responsibility.

The bureau may dispose only of municipal civil infraction violations for which a fine has been scheduled and for which a municipal civil infraction notice (as compared to a citation) has been issued. The bureau's authority shall be limited to accepting

admissions of responsibility for municipal civil infractions and collecting and retaining civil fines and costs as result of those admissions. The bureau shall not accept payment of a fine from anyone who denies having committed the offense or who admits responsibility only with explanation, and in no event shall the bureau determine, or attempt to determine, the truth or falsity of any fact or matter relating to the alleged violation.

Sec. 1-20. - Municipal civil infraction violation notices.

Municipal civil infraction violation notices shall be issued and served by authorized township officials under the same circumstances and upon the same persons as provided for citations in section 28-22. In addition to any other information required by this Code or other ordinance, the notice of violation shall indicate:

- (1) The date by which the alleged violator must appear at the bureau;
- (2) The methods by which an appearance may be made;
- (3) The address and telephone number of the bureau;
- (4) The hours during which the bureau is open;
- (5) The amount of the fine scheduled for the alleged violation; and
- (6) The consequences for failure to appear and pay the required fine within the required time.

Sec. 1-21. - Appearance; payment of fines and costs.

An alleged violator receiving a municipal civil infraction violation notice shall appear at the bureau and pay the specified fine and costs at or by the date specified for appearance in the municipal civil infraction violation notice. Payment shall be made payable to the township treasurer. An appearance may be made by mail, in person or by representation.

Sec. 1-22. - Procedure if admission of responsibility not made or fine not paid.

If an authorized township official issues and serves a municipal ordinance violation notice and if an admission of responsibility is not made and the civil fine and costs, if any, prescribed by the schedule of fines for the violation are not paid at the bureau, the treasurer or other designated township employee shall notify the issuing official that the alleged violator has not admitted responsibility and/or not paid the fine and costs. A municipal civil infraction citation may be filed with the district court and a copy of the citation may be served by first-class mail upon the alleged violator at the alleged violator's last known address. The citation filed with the court does not need to comply in all particulars with the requirements for citations as provided by sections 8705 and 8709 of the Act (MCL 600.8705 and 600.8709), but shall consist of a sworn complaint containing the allegations stated in the municipal ordinance violation notice and shall fairly inform the alleged violator how to respond to the citation.

Sec. 1-23. - Civil fines.

Unless a different schedule of civil fines is provided for by any ordinance, the following schedule of civil fines, payable to the township treasurer, for admissions of responsibility by persons served with municipal ordinance violation notices, shall apply:

CIVIL FINES

First offense within a three-year period*\$150.00

Second offense within a three-year period*250.00

Third or subsequent offense within a three-year period*500.00

*Determined on the basis of the date of commission of the offense. Each act of violation and every day upon which any such violation shall occur shall constitute a separate offense.

Sec. 1-24. - Accounting and disposition of civil fines.

A designated employee shall retain all municipal ordinance violation notices and shall account to the township board as directed concerning the number of admissions and denials of responsibility for municipal civil infraction notices and the amount of fines collected. The amounts collected in civil fines shall be placed in the general fund of the township.

Sec. 1-25. - Availability of other enforcement remedies.

Nothing in this chapter shall be deemed to require the township to initiate its ordinance enforcement activity through the issuance of a municipal ordinance violation notice. The township shall have the right to directly proceed with the issuance of a municipal civil infraction citation for any municipal civil infraction, or to take other enforcement action as authorized by law.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,
Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____
Published: _____
Effective: _____

Charter Township of Van Buren

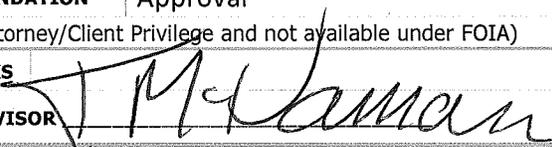
REQUEST FOR BOARD ACTION

Agenda Item: _____

WORK STUDY: APRIL 3, 2017
1ST READING DATE: APRIL 4, 2017
2ND READING DATE: APRIL 18, 2017

	Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 04-04-17(4) to consider approval of an amendment Section 42-79 of the Van Buren Township Code of Ordinances.			
DEPARTMENT	Police Department			
PRESENTER	Lt. Charles Bazy			
PHONE NUMBER	(734) 699-8930			
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)				

Agenda topic

ACTION REQUESTED	
First reading of Ordinance 04-04-17(4) to consider approval of an amendment Section 42-79 of the Van Buren Township Code of Ordinances.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This amendment will replace the requirement that notices are sent via certified mail with the requirements of notices being sent via first-class mail and posting the property. This amendment allows the ordinance officers to comply with due process while removing the possibility that the individual will avoid service via certified mail thus making the process more efficient.	
BUDGET IMPLICATION	None anticipated.
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Sec. 42-79. - Enforcement of division; penalties for violation of division.

- (a) This division shall be enforced by such persons who shall be so designated by the township board.
- (b) The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in section 42-78 is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within ten days after service of the notice upon him. Such notice may be served ~~personally or by registered first class mail, return receipt requested~~ provided that a copy of the notice is posted in a conspicuous location on the property or such notice may be served by personal service. Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of blight or blighting factors are in progress.
- (c) Violation of this division shall be a misdemeanor which shall be punishable, upon conviction, as provided in section 1-13.

(Ord. No. 12-28-71, § 3, eff. 2-4-72)

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 04-04-17(4)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Member: _____

It was moved by Member ____ and supported by Member ____ that the following Ordinance be adopted to amend Sec. 42-79 to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 42-79. - Enforcement of division; penalties for violation of division.

- (a) This division shall be enforced by such persons who shall be so designated by the township board.
- (b) The owner, if possible, and the occupant of any property upon which any of the causes of blight or blighting factors set forth in section 42-78 is found to exist shall be notified in writing to remove or eliminate such causes of blight or blighting factors from such property within ten days after service of the notice upon him. Such notice may be served by first class mail provided that a copy of the notice is posted in a conspicuous location on the property or such notice may be served by personal service. Additional time may be granted by the enforcement officer where bona fide efforts to remove or eliminate such causes of blight or blighting factors are in progress.
- (c) Violation of this division shall be a misdemeanor which shall be punishable, upon conviction, as provided in section 1-13.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY

OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD
ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,
Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____

Published: _____

Effective: _____

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

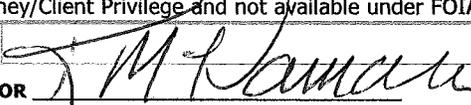
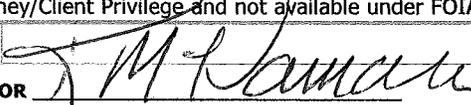
Agenda Item: _____

WORK STUDY: APRIL 3, 2017
1ST READING DATE: APRIL 4, 2017
2ND READING DATE: APRIL 18, 2017

Consent Agenda	New Business X	Unfinished Business	Public Hearing
ITEM (SUBJECT)	First reading of Ordinance 04-04-17(5) to discuss an approval of adding Sec. 58-161 (Embezzlement) to the Van Buren Township Code of Ordinances.		
DEPARTMENT	Police Department		
PRESENTER	Lt. Charles Bazy		
PHONE NUMBER	(734) 699-8930		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED	
First reading of Ordinance 04-04-17(5) to discuss an approval of adding Sec. 58-161 (Embezzlement) to the Van Buren Township Code of Ordinances.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This amendment adds a state law as a local ordinance.	

BUDGET IMPLICATION	None anticipated.
IMPLEMENTATION NEXT STEP	If approved, after the 1 st and 2 nd reading, a notice of adoption will be placed in the newspaper and the Ordinance will go into effect.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	Approval
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN

COUNTY OF WAYNE

STATE OF MICHIGAN

ORDINANCE # 04-04-17(5)

At a regular meeting of the Township Board of the Charter Township of Van Buren, Wayne County, Michigan, held in the Van Buren Township Hall within the Township, on the _____ day of _____, 2017 at 7:00 p.m.

PRESENT: Members: _____

ABSENT: Member: _____

It was moved by Member ____ and supported by Member ____ that the following Ordinance be adopted to add Sec. 58-161 to read as follows:

THE CHARTER TOWNSHIP OF VAN BUREN ("Township"), COUNTY OF WAYNE, MICHIGAN ORDAINS:

Sec. 58-161. - Embezzlement.

A person who as the agent, servant, or employee of another person, governmental entity within this state, or other legal entity or who as the trustee, bailee, or custodian of the property of another person, governmental entity within this state, or other legal entity fraudulently disposes of or converts to his or her own use, or takes or secretes with the intent to convert to his or her own use without the consent of his or her principal, any money or other personal property of his or her principal that has come to that person's possession or that is under his or her charge or control by virtue of his or her being an agent, servant, employee, trustee, bailee, or custodian, is guilty of embezzlement.

If the money or personal property embezzled has a value of less than \$200.00, the person is guilty of a misdemeanor punishable by imprisonment for not more than 93 days or a fine of not more than \$500.00 or 3 times the value of the money or property embezzled, whichever is greater, or both imprisonment and a fine.

State Law reference— Embezzlement by agent, servant or employee, or trustee, bailee, or custodian; penalty; prima facie proof of intent; enhanced sentence based on prior convictions; consecutive sentence; conditions, MCL 750.174.

Effective Date

This amendment shall become effective upon publication in a newspaper of general circulation within the Charter Township of Van Buren.

THIS ORDINANCE IS HEREBY DECLARED TO HAVE BEEN ADOPTED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AT A REGULAR MEETING, CALLED AND HELD ON THE _____ day of _____, 2017.

YEAS (in favor of amendment): _____

NAYS (opposed to amendment): _____

ABSENT: _____

I hereby approve the foregoing Ordinance.

Kevin McNamara,
Supervisor, Charter Township of Van Buren

Leon Wright,
Clerk, Charter Township of Van Buren

Adopted: _____

Published: _____

Effective: _____

Charter Township of Van Buren

Agenda Item _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE:
2017-04-03

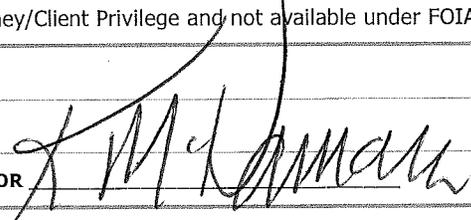
BOARD MEETING DATE:
2016-04-18

Consent Agenda _____ New Business Unfinished Business _____ Public Hearing _____

ITEM (SUBJECT)	Hydro Corp, Inc.
DEPARTMENT	Public Services
PRESENTER	Director James T. Taylor
PHONE NUMBER	734-699-8947
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Director James T. Taylor

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve a three year Professional Services Agreement with Hydro Corp, Inc. to provide inspection and other related services for enforcement of the SDWA mandated Cross Connection Control Program.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is a highly reputable company who has provided these services to the Township since 2008. A majority of Metro Detroit communities who outsource their cross connection control program also contract with Hydro Corp, Inc. for these same series. See attachment for more information.	

BUDGET IMPLICATION	Monthly payments of \$1,190.00 will be paid from the Water Fund Account "Contracted Services" 592-536-819-000 over the next three fiscal years totaling \$42,840.00
IMPLEMENTATION NEXT STEP	Approval by Township Board
DEPARTMENT RECOMMENDATION	Approval by Township Board
COMMITTEE/COMMISSION RECOMMENDATION	Water & Sewer Commission (2017-03-28) recommended Board approval of agreement
ATTORNEY RECOMMENDATION	The contract and related documents have been reviewed and approved by the Township attorney. <small>(May be subject to Attorney/Client Privilege and not available under FOIA)</small>
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



**CHARTER TOWNSHIP OF VAN BUREN
DEPARTMENT OF PUBLIC SERVICES**

DATE: April 03, 2017
TO: Township Board of Trustees
FROM: James T. Taylor, Director of Public Services
RE: Hydro Corp, Inc. Professional Services Agreement

I am requesting that Van Buren Township Board of Trustees approve the proposed three year Professional Services Agreement with Hydro Corp, Inc. to continue to provide cross connection inspection, data base and program services and follow-up compliance beginning May 1, 2017 through April 30, 2020. Hydro Corp, Inc. (previously Hydro Designs, Inc.) has served Van Buren Township since 2008. A Cross Connection Inspection Program is mandated by both the USEPA Safe Drinking Water Act, CFR, Part 141 and the Michigan Safe Drinking Water Act, Part 14. Hydro Corp, Inc. has provided 100% compliance for Van Buren Township since 2008.

Hydro Corp, Inc. is the premier company in this field and provides services to a large number of Michigan communities. References are attached to the proposal for your review. I have also attached a spreadsheet comparing the cost of utilizing Hydro Corp, Inc. as opposed to using internal staff to provide these same services. If approved by the Board, this agreement will be paid from Water Fund Account "Contracted Services" 592-536-819-000.

Respectfully,

James T. Taylor
Public Services Director

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."



CHARTER TOWNSHIP OF VAN BUREN WATER & SEWER COMMISSION

COST COMPARISON FOR CROSS CONNECTION PROGRAM

CROSS CONNECTION CONTROL PROGRAM

- MANDATED BY THE SAFE DRINKING WATER ACT
- MONITORED BY THE MDEQ

ANNUAL COSTS FOR IN-HOUSE CROSS CONNECTION PROGRAM

PT Plumbing Inspector \$39,000.00

- 25 hours per week @ \$30.00 per hour
- Master Plumber w/Backflow Certification

FT Account Clerk \$46,030.00

Total costs \$85,030.00

ANNUAL COSTS FOR HYDRO-CORP CROSS CONNECTION SERVICES

TOTAL SERVICES \$14,280.00

THREE YEAR COST COMPARISON (2017-20)

TOWNSHIP STAFF \$255,090.00

HYDRO CORP \$42,840.00

DIFFERENCE \$212,250.00

MISSION STATEMENT

"The Van Buren Public Services Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."

PROPOSAL

DEVELOPED FOR
Jim Taylor
Public Services Director
Van Buren Township, MI

46425 Taylor Road
Belleville, MI 48111

March 23, 2017

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDR  **CORP.**
THE SAFE WATER AUTHORITY.

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

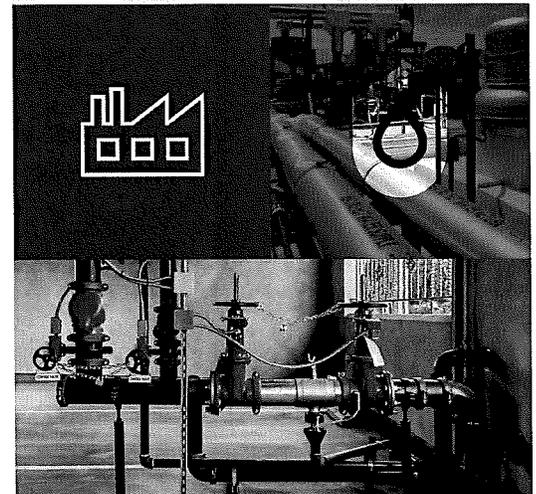
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

PROFESSIONAL SERVICE AGREEMENT..... 4-10

QUALIFICATIONS11



SCOPE OF WORK

Based on your current program, HydroCorp™ will provide the following services to Van Buren Township. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide Van Buren Township with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the Township and HydroCorp, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **135** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the Township with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 1,190.00

Annual Amount: \$ 14,280.00

Contract Total: \$ 42,840.00

Contract Amount is based upon a 36-month period. HydroCorp will invoice in 36 equal amounts of \$ 1,190.00



PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this (Date) _____ by and between Van Buren Township organized and existing under the laws of the State of Michigan referred to as "Utility", and HydroCorp™ a Michigan Corporation, referred to as "HydroCorp".

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross connection control program inspection, reporting and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HydroCorp to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users' facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquires, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Services"). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility
- Prioritize Inspections (Township buildings, schools, high hazard facilities, special circumstances.)



- Review/establish procedure for vacant facilities
- Establish facility inspection schedule
- Review/establish procedures and protocol for addressing specific hazards
- Review/establish high hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools
- Review/establish educational and public awareness brochures

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with Michigan Department of Environmental Quality Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross connections. Degree of Hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (two, six or ten year re-inspection cycle).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections
- Notify users of inspections, backflow device installation and testing requirements if applicable
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain program to comply with all MDEQ regulations

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include: Code adoption references, standard operational procedures, program notice documentation, reporting procedures and preference standards and penalties for non-compliance.



- 2.7 **VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program including general awareness brochures and website cross connection control program content.
- 2.9 **SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website or email for the contract period.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
- Complex Facilities.** Large industrial and high hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. An independent cross connection control survey (at the business owner's expense) may be required at these facilities and the results submitted to the Utility to help verify program compliance.
- 2.11 **INSPECTION TERMS.** HydroCorp will perform a minimum of **405** total inspections over a **three (3) year** contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 2.12 **COMPLIANCE WITH DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ).** HydroCorp will assist in compliance with DEQ and Michigan Plumbing Code cross connection control program requirements for all commercial, industrial, institutional, residential, multifamily and public authority facilities.
- 2.13 **POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 **INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model and serial number if applicable.
- 2.15 **DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 **ANNUAL YEAR END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss overall program status and specific program recommendations.
- 2.17 **CROSS CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **1,000** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 **INSURANCE.** HydroCorp will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). ***Electronic file format such as Microsoft Excel, etc. is required. An additional one-time fee to manually enter facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested.***
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high quality image format for printing.)

ARTICLE IV. Term, Compensation and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on (Date) and end three (3) years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this Agreement the utility will have the option to renew this agreement for two (2) consecutive one (1) year period. Increases in fees for each additional term will be based on the consumer price index, but no more than 3% annually.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** From the Beginning thirty (30) days after execution of this Agreement, the Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1,190.00** per month, **\$14,280.00** annually for a three (3) year contract period totaling **\$42,840.00**.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Public Records Law. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Public Records Law and compliance under this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Public Records Law.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 INDEMNIFICATION.** HydroCorp agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HydroCorp in the performance of its services under this Agreement. The Utility agrees to and shall hold HydroCorp, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HydroCorp and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence. HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of



obligations pursuant to this Agreement shall be limited to general money damages in an amount not exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.

5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this Agreement. The Utility and HydroCorp agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HydroCorp as the case may be.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the



party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o John Hudak
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

Jim Taylor
Public Services Director
Van Buren Township
46425 Tyler Road
Belleville, MI 48111

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

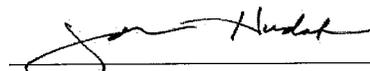
SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Van Buren Township

By:
Title:

HydroCorp



By: John Hudak
Its: President



Qualifications/Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost effective and professionally managed cross connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 30,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 35,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courtesy manner. Our administrative staff can answer most technical calls related to the cross connection control program and have attended basic cross connection control training classes.
- HydroCorp currently serves over 200 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.

Executive Summary

Program Recommendations

Based on your current program, HDI will provide the following services to Van Buren Township. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide Van Buren Township with the necessary data and information to maintain compliance with the Michigan Department of Environmental Quality (DEQ) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the Township and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Annually, perform a minimum of **125** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the DEQ Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, DEQ Water Bureau Cross Connection Report.
9. Assist the Township with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, Internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 1,065.00	Annual Amount: \$ 12,780.00	Contract Total: \$ 38,340.00
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Contract Amount is based upon a 36-month period. HDI will invoice in 36 equal amounts of \$ 1,065.00



Executive Summary

Program Recommendations

Based on your current program, HDI will provide the following services to the Van Buren Charter Township. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide Van Buren Charter Township with the necessary data and information to keep your community in compliance with the State of Michigan Department of Natural Resources & Environment (DNRE) – Water Bureau regulations. Once this project has been approved and accepted by the Van Buren Charter Township and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Conduct a Project Review Program meeting for the Van Buren Charter Township Cross Connection Control Program to review program procedures and protocol.
2. Perform Initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Van Buren Charter Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the State of Michigan DNRE Water Bureau Cross Connection Control regulations.
3. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
4. Submit comprehensive management reports on a quarterly basis.
5. Conduct an annual review meeting to discuss overall program status and recommendations.
6. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
7. Prepare the annual State of Michigan, DNRE Water Bureau Cross Connection Report.
8. Continue to assist the Van Buren Charter Township with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
9. Provide ongoing support via phone, fax, internet or email.

The above services will be provided for:

12- Monthly Amount: \$1,180.00	Annual Amount: \$14,160.00	Contract: \$42,480.00
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Contract Amount is based upon a 36 month period. HDI will invoice in 36 equal amounts of \$1,180.00

Executive Summary

Program Recommendations

Based on your current program, HDI will provide the following services to the Van Buren Charter Township. This project is a continued effort for an on going compliant Cross-Connection Control Program and will provide the Van Buren Charter Township with the necessary data and information to keep your community in compliance with the State of Michigan Department of Environmental Quality (MDEQ) – Water Bureau regulations. Once this project has been approved and accepted by the Van Buren Charter Township and HDI, you may expect completion of the following elements within a three (3) year period. The components of the project include:

1. Conduct a Project Review Program meeting for the Van Buren Charter Township Cross Connection Control Program to review program procedures and protocol.
2. Perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Van Buren Charter Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the State of Michigan Department of Environmental Quality – Water Bureau Cross Connection Control regulations.
3. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
4. Submit comprehensive management reports on a quarterly basis.
5. Conduct an annual review meeting to discuss overall program status and recommendations.
6. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance of the time of inspection.
7. Prepare the annual State of Michigan, MDEQ Water Bureau Cross Connection Report.
8. Continue to assist the Van Buren Charter Township with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
9. Provide ongoing support via phone, fax, internet or email.

The above services will be provided for:

Monthly Amount: \$1,350.00	Annual Amount: \$16,200.00	Contract: \$48,600.00
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Contract Amount is based upon a 36 month period. HDI will invoice in thirty six (36) equal amounts of \$1,350.00.