



# Brighton City Council Meeting

200 N First St • City Hall Council Chambers • Brighton, Michigan 48116  
(810) 227-1911 • [www.brightoncitymi.gov](http://www.brightoncitymi.gov)

**August 12, 2025 – 6:30 p.m.**

## **AGENDA**

1. Call to order
2. Pledge of Allegiance
3. Roll call
4. Consider approval of the agenda
5. Consider approval of consent agenda items

### **Consent Agenda Items**

- a. [Approval of minutes: regular meeting of July 22, 2025](#)
- b. [Approval of Resolution #2025-21, Approval of the Sale of Alcoholic Liquor, Robert Song, DBA, Maru Sushi and Grill located at 6282 Cross Street](#)
- c. [Approval of MERS Resolution #2025-22, Establishing Uniform Transfer Provisions and to authorize the City Manager to execute the same](#)

### **Correspondence**

6. Councilmember updates
7. Staff updates
8. Call to the public
9. Mayoral Proclamation: Eagle Scout Chase Campbell

### **Discussion**

10. [Chicken ordinance](#)

### **Public Hearing**

11. [Conduct a public hearing and consider adoption of proposed ordinance 610, Amendments to Chapter 98, "Accessory Structures" of the City of Brighton Code of Ordinances](#)

### **New Business**

12. [Consider approval of the three-year contract for both residential and commercial cross connection service agreement with Hydrocorp Inc. for the total renewal contractual amount of \\$119,479.50](#)

### **Other Business**

13. Call to the public
14. Adjournment



# Brighton City Council Meeting

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## MINUTES OF THE REGULAR MEETING OF THE BRIGHTON CITY COUNCIL HELD ON JULY 22, 2025

### 1. Call to order

Mayor Tobbe called the meeting to order at 6:30 p.m.

### 2. Pledge of Allegiance

Mayor Tobbe led those in attendance in the Pledge of Allegiance

### 3. Roll call

Present were Mayor Tobbe, Mayor Pro Tem Bohn, Councilmembers: Albert, Gardner, Gipson, Pettengill, and Schmenk.

Others Present: City Manager Gretchen Gomolka, City Clerk Tara Brown, Community Development Manager Mike Caruso, Finance Director Liz Gaines, Assistant to the DPW Director Patty Thomas, Deputy DPS Director Corey Brooks, Superintendents Josh Bradley and Brad Shrader, Attorney Sarah Gabis, and Chief Brent Pirochta.

### 4. Consider approval of the agenda

**Motion** by Councilmember Gardner, seconded by Councilmember Schmenk to approve the agenda as presented.  
**The motion carried, 7-0.**

### 5. Consider approval of consent agenda items

**Motion** by Councilmember Albert, seconded by Councilmember Schmenk to approve the corrected consent agenda.  
**The motion carried by roll call vote, 7-0.**

#### Consent Agenda Items

- a. **Approval of minutes: regular meeting of July 8, 2025**
- b. **Approval of minutes: special meeting of July 15, 2025**
- c. **Approval to refurbish sludge mixer #5 by Kennedy Industries in an amount of \$14,995**
- d. **Approval of the purchase of a 2024 John Deere Gator 590M side-by-side utility vehicle from Hutson Inc. in an amount not to exceed ~~\$22,208.68~~ \$22,909.68**
- e. **Approval of resolution #2025-20, A Resolution Approval the Sale of Alcoholic Liquor to Kruz Industries, Inc. dba Kasi and Elite Golf of Brighton located at 265 W. Main Street, Suite 201 and 300, Brighton, MI 48116**

#### Correspondence

### 6. Councilmember updates

Councilmember Albert noted that Jim Muzzin provided a Brighton Area Fire Authority update to City Council from their June 10, 2025, meeting where the authority reviewed renovations to the Grand River station. The renovations are projected to start in the fall and estimate about six months for completion.

Councilmember Gardner noted the Huron River Watershed Council met and listened to speaker Dr. Martinez about the effects that data centers have on infrastructure which includes water and energy.

Councilmember Pettengill stated that Flame will be installed in front of Jezebel's and Cat Tails will be installed near the St. Paul Pocket Park shortly after. Councilmember Pettengill thanked the DPW for washing the Three Fish sculpture in the Mill Pond and big thanks to Mike Lawrence for painting Spiral and Sancho Panzo.

## 7. Staff updates

DPW Director Goch stated that crosswalk striping will begin soon and the Reclamite treatment on the stub streets off Grand River has been completed.

Assistant to the DPS Director Patty Thomas provided an update on Destination Stars Hollow. The event will have added bathrooms, five shuttles location and four buses with ample parking, trash services will be hired out to a known vendor who has worked in the city previously, seventy-five volunteers will be on hand to ensure the event runs smoothly, a cooling station, first aid station, security, and the Farmers Market will be in the municipal lot all day on Saturday.

City Manager Gomolka reported that the Lindbom development is moving forward and that all mitigation efforts by the developer have been reviewed and are constantly reviewed by EGLE to ensure compliance.

## 8. Call to the public

Mayor Tobbe opened the call to the public at 6:56 p.m. Hearing and seeing no comment, the call to the public was closed.

## 9. Mayoral Proclamation: Eagle Scout Simon Bunin

### Discussion

## 10. Branding and next steps

City Manager Gomolka presented options for moving forward with a potential logo redesign and placemaking examples.

City Council discussed options, and it was a consensus that more work still needs to be done to ensure the city has vetted all options.

**Motion** by Councilmember Gardner, seconded by Mayor Pro Tem Bohn to form a subcommittee to review continued redesign efforts and explore additional options. **The motion carried, 7-0.**

**Motion** by Councilmember Pettengill, seconded by Mayor Pro Tem Bohn to appoint Councilmembers Albert, Pettengill, and Gardner to the logo redesign subcommittee. **The motion carried, 7-0.**

### New Business

## 11. Consider appointments to the Zoning Board of Appeals

**Motion** by Councilmember Schmenk, seconded by Councilmember Pettengill to reappoint Alicia Urbain and Caitlyn Perry Dial to the Zoning Board of Appeals. **The motion carried, 7-0.**

## 12. Consider appointments to the Planning Commission

**Motion** by Councilmember Albert, seconded by Councilmember Gardner to reappoint Chris Passeri, and appoint Caleb Jenkins to the Planning Commission and as it pertains to the appointment of Caleb Jenkins to establish the following procedures for his remote participation in his absence due to military duty that the City Clerk provide for two way communication for each Planning Commission meeting attended remotely by Mr. Jenkins for his participating in his voting, for each meeting attended remotely by Mr. Jenkins; the Community Development Manager shall ensure that he announces prior to each meeting that Mr. Jenkins is attending remotely, but he does not need to disclose his physical location due to his military duty; and for each meeting attended remotely by Mr. Jenkins, the secretary shall ensure that the minutes reflect that he is attending remotely and that the City Clerk shall ensure that the public notice for each Planning Commission meeting where Mr. Jenkins will be attending remotely that he announces his remote attendance and includes an email address where public comments may be provided to Mr. Jenkins prior to the meeting and that the City Clerk shall forward such comments to Mr. Jenkins sufficiently advanced of such meeting. **The motion carried, 7-0.**

**13. Consider an appointment to the Brighton Arts & Culture Commission**

**Motion** by Councilmember Pettengill, seconded by Councilmember Schmenk to appoint Michael Monroe to the Brighton Arts and Culture Commission. **The motion carried, 7-0.**

**14. Consider approval of CSM Mechanical LLC's proposal for the replacement of the grit room sewer force mains at the wastewater treatment plant in an amount not to exceed \$69,138**

**Motion** by Councilmember Pettengill, seconded by Councilmember Schmenk to approve of CSM Mechanical LLC's proposal for the replacement of the grit room sewer force mains at the wastewater plant in an amount not to exceed \$69,138. **The motion carried, 7-0.**

**15. Consider approving the purchase of a 2025 John Deere 1575 multi-use utility tractor from Hutson Inc. in an amount not to exceed \$47,134.87**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Schmenk to approve the purchase of a 2025 John Deere 1575 multi-use utility tractor from Hutson Inc. in an amount not to exceed \$47,134.87

**16. Consider approving the purchase of a 2025 John deere 5090E tractor with implements from Hutson, Inc in an amount not to exceed \$130,279.19**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Schmenk to approve the purchase of a 2025 John Deere 5090E tractor with implement from Hutson, Inc in an amount not to exceed \$130,279.19. **The motion carried, 7-0.**

**17. Consider the purchase of Smartpoint Meter Transceivers from ETNA Supply**

**Motion** by Councilmember Gipson, seconded by Councilmember Pettengill to approve the purchase of 3,200 Sensus Smartpoint Meter Transceivers from ETNA Supply in an amount not to exceed \$518,000 along with a budget amendment of \$268,000 to use fund balance of the Utilities Fund. **The motion carried, 7-0.**

**Closed Session**

**18. Consider entering into closed session to consider the purchase or lease of real property pursuant to the Michigan Open Meetings Act, 1976, § 15.268(1)(d), Michigan Compiled Laws**

**Motion** by Councilmember Gardner, seconded by Councilmember Pettengill to enter into closed session at 8:38 p.m. to consider the purchase or lease of real property pursuant to the Michigan Open Meetings Act, 1976, § 15.268(1)(d), Michigan Compiled Laws. **The motion carried by roll call vote, 7-0.**

**Motion** by Mayor Pro Tem Bohn, seconded by Councilmember Gardner to come out of closed session at 9:32 p.m. **The motion carried, 7-0.**

**Other Business**

**19. Call to the public**

Mayor Tobbe opened the call to the public at 9:33 p.m. Hearing and seeing no comment, the call to the public was closed.

**20. Adjournment**

**Motion** by Councilmember Pettengill, seconded by Councilmember Gardner to adjourn the meeting at 9:33 p.m. **The motion carried, 7-0.**



# City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

DATE: AUGUST 12, 2025

**SUBJECT: REQUEST TO APPROVE RESOLUTION #2025-21, APPROVAL OF THE SALE OF ALCOHOLIC LIQUOR, ROBERT SONG, DBA, MARU SUSHI AND GRILL LOCATED AT 6282 CROSS STREET**

## **ADMINISTRATIVE SUMMARY**

- Robert Song has applied to the Michigan Liquor Control Commission (MLCC) to apply a CLASS C license that is owned by Cosmo Brighton LLC, DBA Maru Sushi and Grill, to sell alcohol at 8262 Cross St. This license is designated as a Class C SDM, with one bar, one outdoor service area, Sunday Sales PM and AM.
- Brighton City Code 6-32 requires express approval of the Brighton City Council for a new liquor license operation in the City of Brighton.
- The Brighton City Police department investigated the applicant business including all stockholders above 10% ownership. A criminal record check reveals the stockholder has no violations.
- The required liquor license application fee has been paid to the City of Brighton.
- The Brighton City Police Department has determined that the applicant meets the requirements of the City of Brighton's liquor control ordinances (6-31 to 6-41) and therefore recommends approval of the request.

## **RECOMMENDATION**

Approval of Resolution #2025-21, Approval of the Sale of Alcoholic Liquor, Robert Song, DBA, Maru Sushi and Grill located at 6282 Cross Street

Prepared by: Brent Pirochta, Chief of Police

Reviewed by: Gretchen Gomolka, City Manager

Reviewed &

Approved by: Gretchen Gomolka, City Manager

**CITY OF BRIGHTON**  
**A RESOLUTION APPROVING**  
**THE SALE OF ALCOHOLIC LIQUOR**

WHEREAS, pertinent sections of the Brighton Municipal Code require that the Brighton City Council expressly approve the sale of alcoholic liquor by any person or persons within the City of Brighton; and

WHEREAS, the applicants have applied to the Michigan Liquor Control Commission for the purchase of a state issued liquor license to be used within the City of Brighton; and

WHEREAS, the Brighton Police Department investigated the applicant and found said applicant to be in compliance with the Brighton Municipal Code; and therefore

BE IT RESOLVED, Robert Song, DBA, Maru Sushi and Grill is approved to operate a Class C SDM License to include Sunday A.M. and P.M. sales, with one outdoor service area located at 6282 Cross St, in the City of Brighton in accordance with the Brighton Municipal Code.

AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED \_\_\_\_\_.

Dated: August 12, 2025

TARA BROWN, City Clerk

**CERTIFICATION**

I, Tara Brown, City Clerk of the City of Brighton, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the City Council of the City of Brighton at a regular meeting held on August 12, 2025.

\_\_\_\_\_

TARA BROWN, City Clerk



# City of Brighton

REPORT FROM THE CITY MANAGER TO CITY COUNCIL

AUGUST 12, 2025

**SUBJECT: REQUEST TO ESTABLISH UNIFORM TRANSFER PROVISION WITH MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM OF MICHIGAN ("MERS")**

## **ADMINISTRATIVE SUMMARY**

- Employees eligible for a defined benefit pension with MERS are divided into divisions based on union and date of hire
- All divisions other than police were closed to new hires in 2019
- When an employee in the pension plan changes positions within the city they are transferred to the corresponding division in MERS for their role.
- MERS is requiring a resolution establishing Uniform Transfer Provisions to allow such transfers

## **RECOMMENDATION**

Approve resolution 2025-22 to establish uniform transfer provisions and to authorize the City Manager to execute the same.

Prepared by: Elizabeth Gaines, Finance Director

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachment: Resolution 2025-22 Establishing Uniform Transfer Provision

# Employer Resolution Establishing Uniform Transfer Provision



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

**WHEREAS**, the \_\_\_\_\_ is a participating municipality or court in the Municipal Employees' Retirement System of Michigan ("MERS"); and

**WHEREAS**, under Section 20 of the MERS Plan Document, all transferred employees (and rehired employees) are covered under the open employee plan associated with the defined employee group unless the participating municipality or court elects plan continuation for transfers and rehires;

**WHEREAS**, pursuant to Section 20 of the MERS Plan Document, the participating municipality or court may adopt for all its MERS divisions (present and future) a plan continuation transfer and rehire policy which allows all transferred and rehired employees to be placed in the division, whether open or closed, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists. If none, then the covered employee will be placed into the open division;

**NOW THEREFORE BE IT RESOLVED**, that effective \_\_\_\_\_, 20\_\_\_\_, the Governing Body adopts this Resolution (or for a participating court, the Chief Judge by Administrative Order) for all present and future employee divisions requiring that all transferred and rehired employees (select only one):

- shall be enrolled in the open plan in the division into which they are transferred as set forth in the Standard Transfer Chart (see [Standard Participant Transfer Rules](#)).
- shall be enrolled in the applicable division, whether closed or open, covered by the plan from which the employee transferred from, or the rehired employee previously was enrolled, so long as the plan type is the same, and such plan type exists. If none, the open division as set forth in the Continuation Chart (see [Plan Continuation Rules](#)).

MERS' transfer and rehire procedures are an administrative process subject to the MERS' Plan Document. Changes to the Plan Document may impact MERS' ability to administer this election in the future.

SEE PAGE 2 FOR CHART OF TRANSFER GUIDELINES

## CERTIFICATION FOR PARTICIPATING MUNICIPALITY OR COURT

I hereby certify that this Resolution was adopted by (check one):

The Governing Body of the \_\_\_\_\_ at its meeting held on \_\_\_\_\_  
(Name of Municipality) (dd/mm/yyyy)

Administrative Order No. \_\_\_\_\_ adopted by the Chief Judge of the \_\_\_\_\_, on \_\_\_\_\_  
(Order Number) (Name of Court) (dd/mm/yyyy)

Signature of Authorized Official: \_\_\_\_\_, Date: \_\_\_\_\_  
(dd/mm/yyyy)

Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF BRIGHTON  
ORDINANCE NO. 611

AN ORDINANCE OF THE CITY OF BRIGHTON, MICHIGAN; AMENDING CHAPTER 14, "ANIMALS" OF THE CODE OF ORDINANCE AS FOLLOWS:

THE CITY OF BRIGHTON, LIVINGSTON COUNTY, HERBY ORDAINS:

**SECTION 1. Amendment of Article I, Section 14-5.**

Article I shall be amended to read as follows:

**Section 14-5, Keeping in the city.**

It shall be unlawful for any person owning, possessing or harboring any animal, fowl or bird to keep such animal, fowl or bird within 200 feet of any dwelling, except his own dwelling, or to suffer or permit any animal, fowl or bird owned by him, or in his possession or control, to run at large in any street or public place. This section shall not apply to such animals as are commonly kept or housed as household pets. The keeping of chickens is regulated in Article III of this Chapter.

**SECTION 2. Amendment of Chapter 14, by adding new Article III "Chickens."**

A new Article III "Chickens", Sections 14-50 through 14-56 are added to read in its entirety as follows:

**Section 14-50, Permit required.**

It is unlawful for any person to keep, possess, or maintain a chicken on any parcel without first obtaining a permit from the City of Brighton. Permits are issued to the property owner, or occupant of a property with the owner's consent, on an annual basis and are non-transferable.

Notwithstanding the issuance of a permit by the city, private restrictions on the use of property shall remain enforceable and take precedence over a permit. Private restrictions include but are not limited to deed restrictions, condominium master deed restrictions, neighborhood association by-laws, and covenant deeds. A permit issued to a person whose property is subject to private restrictions that prohibit the keeping of chickens, is revoked. The interpretation and enforcement of the private restriction is the sole responsibility of the private parties involved.

**Section 14-51, Permit application and fee.**

An application for a permit to keep chickens shall be made on a form provided by the city, shall be accompanied by a payment of a non-refundable annual permit fee, and shall include, but not be limited to, the following information:

- (1) The number of chickens proposed for keeping.
- (2) A plot plan which indicates the location of all existing structures on the property, location of proposed enclosures, and the distance from all adjacent property lines and residential structures.
- (3) A sketch plan describing the design features of the proposed enclosure. See Section 98-5.16 of the Zoning Ordinance, for accessory structure regulations.
- (4) An acknowledgment that the keeping of chickens is strictly for hobby purposes and a waiver of any statutory defense to nuisance enforcement based on commercial farming activity.
- (5) The permit fee amount shall be set by City Council and described in the city's fee schedule.

#### **Section 14-52, Regulations.**

Any person residing in a detached single-family structure located in a single-family residential district, who keeps chickens, shall comply with the following regulations:

- (1) A maximum of four chickens are permitted.
- (2) Chickens are permitted in the city for personal use/hobby purposes only and not for any business or commercial activities, including the selling of eggs.
- (3) Chickens shall not be kept in any location on the property other than the rear yard as defined by the Section 98-2.2 of the Zoning Ordinance.
- (4) Chickens shall be provided with a secure, well-ventilated, roofed, and lockable enclosure and must be kept in a fenced area at all times. Fences are subject to the requirements of 98-5.11 of the Zoning Ordinance.
- (5) Roosters are prohibited.
- (6) Slaughtering is prohibited.
- (7) Chicken feed must be stored within a tightly lidded container in a shed, garage, or similar enclosed storage area.
- (8) Waste materials (feed, manure, litter, etc.) shall be disposed of in a sanitary manner, which may include bagging or composting, and not piled or otherwise stored on the property.
- (9) The keeping of chickens shall not cause an odor that can be sensed outside of the property boundary or otherwise cause dust or other nuisance conditions as defined by this Chapter, or Chapters 42 or 94 of the Brighton City Code of Ordinances, as amended.

#### **Section 14-53, Enclosures.**

Any enclosure, coups, pens or cages used for the keeping of chickens are regulated by the following requirements:

- (1) Enclosures are subject to the accessory structure standards in Section 98-5.16 of the Zoning Ordinance.
- (2) Enclosures shall be kept in a clean, odor-free, and sanitary condition.
- (3) They shall not be located closer than ten feet to any property line.
- (4) They shall not be located closer than forty feet from any residential structure on an adjacent property.
- (5) All enclosures for the keeping of chickens shall be constructed to prevent rodents or other animals from accessing the enclosure from underneath, within, or within the wall of the enclosure. Chickens attract animals of prey. A permit is subject to revocation if such enclosure is breached by other animals more than twice in one year, or if there is an increase in prey animal activity in the vicinity of the property.

**Section 14-54, Violation and revocation.**

Any person found in violation of this article is subject to penalties and fines pursuant to Section 1-16 of the Code of Ordinance. The City Manager may revoke a permit if a permit holder receives two verified violations pertaining to the keeping of chickens within a six-month period, or if a person's chickens become a nuisance as defined in this Chapter, or Chapters 42 and 94 of the Brighton City Code of Ordinances, as amended.

**Section 14-55, Repealer.**

All ordinances that conflict with this Ordinance are repealed to the extent necessary to give this Ordinance full force and effect.

**Section 14-56, Severability.**

The provisions of this Ordinance are severable. If any provision of this Ordinance is found invalid for any reason, such holding will not affect the validity of the remaining provisions of this Ordinance.

**SECTION 3. Effective Date.**

This Ordinance shall take effect fifteen (15) days after enactment, and after publication as provided by law and the Charter.

YEAS: Council Member(s) \_\_\_\_\_

NAYS: Council Member(s) \_\_\_\_\_

ABSTAIN: Council Member(s) \_\_\_\_\_

ABSENT: Council Member(s)\_\_\_\_\_

As the Clerk for the City of Brighton , Livingston County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the City of Brighton Council at a regular meeting held on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tara Brown, City Clerk

First Reading:

Brief Publication:

Second Reading:

Public Hearing:

Adoption:

Full Publication:

DRAFT



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL AUGUST 12, 2025

**SUBJECT: CONDUCT A PUBLIC HEARING AND CONSIDER ADOPTION OF ORDINANCE 610, PROPOSED AMENDMENTS TO THE ZONING ORDINANCE REGARDING ACCESSORY STRUCTURES.**

### **ADMINISTRATIVE SUMMARY**

During their recent Master Plan review, the Planning Commission discussed housing and what changes could be made to make a difference for current residents living in the city, and future residents as well. Increasing the lot coverage percentage from 25% to 35% in the R1 Single-Family Zoning District, has already been recommended by the Planning Commission, allowing residents to expand their usable space. Ordinance 610 is amendments to the accessory structure language of the zoning ordinance, that can create more usable space for property owners. The following are the proposed changes:

- Amending the accessory structure regulations to allow attic space to be developed to include occupied floor area as a half-story.
- Increase the maximum height from 15 feet to 26 feet. This could allow an attic space to be utilized. *(City Council increased the maximum height recommended by the Planning Commission from 22 feet to 26 feet)*
- Reducing the rear-yard setback in the R1 and R5 zoning districts to 10 feet, if a subject parcel is 132 feet or less in depth.
- Attic space used as an accessory dwelling unit is prohibited.
- The Planning Commission conducted a public hearing on the amendments listed in proposed Ordinance 610 at their regular meeting of April 21, 2025, and granted a recommendation of approval.
- City Council conducted a first reading of Ordinance 610 at their meeting held on July 8, 2025, which included the revision to the maximum height listed above.

### **Recommendation**

Conduct a public hearing of proposed Ordinance 610 and **motion to adopt Ordinance 610 as presented.**

Prepared by: Michael Caruso, Community Development Manager

Approved by: Gretchen Gomolka, City Manager

Reviewed by: City Attorney (Required for all agreements, ordinances, etc.)

Acceptable Form and Ready to Execute

Other \_\_\_\_\_

Attachments: 1. Ordinance 610 - Proposed  
2. Zoning Ordinance Amendments Proposed (Redlined Version)

1. Twenty-five (25) feet from the boundary or edge of a regulated wetland.
  2. Twenty-five (25) feet from the ordinary high-water mark of a regulated watercourse.
- D. Appeals. An interested person who is aggrieved by a determination of the Planning Commission under this Section may request relief from the Zoning Board of Appeals.

#### 98-5.16 ACCESSORY BUILDINGS OR USES

Accessory buildings or uses, including garages, may be erected subject to the requirements of the applicable district regulations, all applicable building codes, and the requirements of this Section.

A. Permit Requirements:

1. Placement of any accessory building exceeding 50 square feet on private property shall require a building permit from the City of Brighton.
2. Placement of an accessory building of 50-200 square feet on private property shall require, as a part of the permit process with the City of Brighton, a plot plan showing the proposed accessory building location.
3. Placement of an accessory building exceeding 200 square feet on private property shall require, as a part of the permit process with the City of Brighton, a boundary survey prepared by a registered and licensed land surveyor showing the proposed accessory building location.
4. One accessory building under 200 square feet shall be permitted on a parcel of private property.
5. The fee for an accessory building permit issued by the City of Brighton shall be in an amount as set by the City Council.

B. Design Criteria:

1. Attached Accessory Buildings - Accessory buildings may be attached to and made structurally a part of the principal building on private property, provided that the setbacks for the principal building are met.

2. Detached Accessory Buildings - Detached accessory buildings shall not exceed one story, nor ten feet in height to the eaves; shall not occupy more than 30 percent of the area of any rear yard; shall not be closer than five feet to the side lot line; and shall follow the minimum rear setbacks as required for the district. ~~except that in the~~ **In the R1 and R5 districts**, for lots 132 feet or less in depth, the minimum **rear** setback shall be 10 feet.
  3. In residential districts, detached accessory buildings under 200 square feet shall not be closer than five feet to the rear lot line.
  4. **Attic space may be developed to include occupied floor area as a half story, provided all other regulations of this chapter are met. Attic space used as an accessory dwelling unit is prohibited.**
- C. A detached garage or other legal accessory building or use, shall be located only in the rear yard.
- D. Private garages shall be not more than one story or ~~15-26 feet (4.57-20 meters)~~ in height and no service for profit may be conducted within the structure.
- E. In the A-1, A 2, R-1 and R-1-0 districts, accessory buildings and uses are permitted when located on the same or adjoining lot and not involving any business, profession, trade or occupation. One private garage for each residential lot in which there is housed not more than three motor vehicles, not more than one of which may be a commercial vehicle, shall be considered a legal accessory use, provided, however, any such commercial vehicle shall not exceed three-quarters ton capacity.
- F. In the C1, C-2, and C-4 districts, any building used primarily for any of the permitted uses may have not more than 40 percent of the floor area devoted to industry, manufacturing or storage purposes incidental to such primary use. No more than five employees shall be engaged at any time on the premises in the use which is incidental to the primary use.
- G. In the SHD district, accessory buildings must be located on the same or adjoining lot of the permitted use.

**1** Purpose and Introduction

**2** Definitions

**3** Zoning Districts

**4** Use Standards

**5** Site Standards

**6** Development Procedures

**7** Admin and Enforcement



CITY OF BRIGHTON  
ORDINANCE NO. 610

AN ORDINANCE OF THE CITY OF BRIGHTON, MICHIGAN; AMENDING CHAPTER 98, “ZONING” OF THE CODE OF ORDINANCE AS FOLLOWS:

THE CITY OF BRIGHTON, LIVINGSTON COUNTY, HERBY ORDAINS:

**Amend Section 98-5.16 “Accessory Buildings or Uses” by repealing subsection B (2) and replacing with the following new language:**

2. Detached Accessory Buildings. Detached accessory buildings shall not exceed one story nor ten feet in height to the eaves; shall not occupy more than 30 percent of the area of any rear yard; shall not be closer than five feet to the side lot line; and shall follow the minimum rear setbacks as required for the district. In the R1 and R5 districts, for lots 132 feet or less in depth, the minimum rear setback shall be 10 feet.

**Amend Section 98-5.16 “Accessory Buildings or Uses” to include the following new language to subsection B:**

4. Attic space may be developed to include occupied floor area as a half story, provided all other regulations of this chapter are met. Attic space used as an accessory dwelling unit is prohibited.

**Amend Section 98-5.16 “Accessory Buildings or Uses” by changing subsection D to read as follows:**

- D. Private garages shall be not more than one story or 26 feet in height, and no service for profit may be conducted within the structure.

**Effective Date:**

This ordinance shall take effect fifteen (15) days after the enactment, and after publication as provided by law and the Charter.

YEAS: Council Member(s) \_\_\_\_\_

NAYS: Council Member(s) \_\_\_\_\_

ABSTAIN: Council Member(s) \_\_\_\_\_

ABSENT: Council Member(s) \_\_\_\_\_

As the Clerk for the City of Brighton , Livingston County, Michigan, I certify this is a true and complete copy of an ordinance adopted by the City of Brighton Council at a regular meeting held on \_\_\_\_\_, 2025.

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Tara Brown, City Clerk

First Reading:

Brief Publication:

Second Reading:

Public Hearing:

Adoption:

Full Publication:



# City of Brighton

## REPORT FROM THE CITY MANAGER TO CITY COUNCIL

August 12, 2025

**SUBJECT: CONSIDER APPROVAL OF TWO-YEAR CONTRACTS FOR BOTH RESIDENTIAL AND COMMERCIAL CROSS CONNECTION SERVICE AGREEMENTS WITH HYDROCORP INC. FOR THE TOTAL RENEWAL CONTRACTUAL AMOUNT OF \$119,479.50.**

### **BACKGROUND**

The City of Brighton participates in both Commercial and Residential Cross Connection Control Programs as required by the State of Michigan Department of Environment, Great Lakes, and Energy (EGLE). Currently, HydroCorp monitors both commercial and residential users of the water system, including customers in the surrounding townships we serve. The State has mandated that communities have in place both commercial and residential cross-connection programs to ensure the health and safety of its drinking water to their customers.

### **ADMINISTRATIVE SUMMARY**

- Due to the lack of available staff required for the inspection and testing portion of this program, the decision was made several years ago to use HydroCorp to provide these services. HydroCorp, Inc. was recruited in 2010 (Commercial) and again in 2021 (Residential) to carry out all inspections and administrative tasks of these programs. Since HydroCorp is a sole source provider and has helped establish the city's current Cross Connection Program, staff feels comfortable in recommending HydroCorp to continue performing cross-connection services.
- HydroCorp will continue to be responsible for inspecting the exterior of residential properties to identify lawn irrigation systems, unprotected hose connections, pools, spas, and other potentially hazardous water connections. As with the prior residential contract, HydroCorp does not enter any homes; they only perform exterior inspections.
- HydroCorp will also continue to be responsible for inspecting both the interior and exterior of commercial properties to identify any potential hazards and ensure that proper testing of backflow devices has been completed. Commercial site inspections are necessary to determine if backflow devices are required, installed, in good working condition, and in compliance with City and State regulations. Backflow devices are also required to be tested on a regular basis, depending on the level of hazard they pose to the community's water system.
- Under these contracts, HydroCorp will perform the following:
  - Perform a maximum of 1,126 residential initial inspections, compliance inspections, and re-inspections over the renewal term of the contract
  - Perform a maximum of 350 commercial initial inspections, compliance inspections, and re-inspections over the renewal term of the contract
  - Generate backflow testing and inspection notices
  - Document the required program data for each home
  - Submit quarterly management reports
  - Provide approved hose bib vacuum breakers to place a property in immediate compliance
  - Hold annual review meetings with Staff to discuss program status
  - Help prepare the annual State of Michigan Cross Connection Report
  - Assist the City with a community-wide public relations program, including content resources for brochures,

website, and social media postings

- The terms and conditions for both contracts were reviewed by the City's attorney. If approved by City Council, staff will return a signed copy to HydroCorp to continue these services.

**BUDGET INFORMATION**

- The proposed cost of the Residential Cross Connection contract is \$33,323.97 first year and \$34,658.28 for the second year, a total two-year contractual cost of \$67,982.28.
- The proposed cost of the Commercial Cross Connection contract is \$25,243.75 for the first year and 26,253.50 for the second year, a total two-year contractual cost of \$51,497.25.
- The annual total cost of both programs is \$58,567.72 for the first year and \$60,911.78 the second year.
- City Council approved \$70,000 for these services in the 25/26 Utility Fund
- Staff will be requesting City Council's approval for \$60,912 to be budgeted in the Utility System Services Fund for the 26/27 Fiscal Year to cover the second year of the contract.

**RECOMMENDATION**

Approval of the two-year contracts for both Residential and Commercial Cross Connection Service agreements with HydroCorp Inc. for the total renewal contractual amount of \$119,479.53.

Prepared by: Josh Bradley, Water Plant Superintendent and Regulatory Compliance Superintendent

Reviewed by: Marcel Goch, DPS Director

Elizabeth Gaines, Finance Director

- Within Budget for FY25/26; will include in FY26/27 budget
- Budget Amendment Necessary and In Proper Form
- Other \_\_\_\_\_

Reviewed by: City Attorney

- Acceptable Form and Ready to Execute
- Other \_\_\_\_\_

Reviewed &

Approved by: Gretchen Gomolka, City Manager

Attachments: Residential and Commercial Contract from HydroCorp.

# Commercial Renewal Service Agreement

DEVELOPED FOR

Josh Bradley

City of Brighton

200 N 1st Street

Brighton, MI, 48116

8/5/2025

## 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

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248.786.1788 FAX GENERAL

info@hydrocorpinc.com EMAIL

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## Statement of Work

HydroCorp™ will provide the following services to the City of Brighton. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Brighton with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Brighton and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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 (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.
- Establish facility inspection schedule.
- Review/establish procedures and protocols 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.

1.2. Inspections. Company 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 the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company's Software Data Management Program. Program Data shall remain property of Client; however, Company's Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company's online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic 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)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: industrial; institutional; commercial; miscellaneous water users; and multifamily. Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. Company typically allows a maximum of up to three (3) hours of inspection time per facility. An independent cross-connection control

survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to Client to help verify program compliance.

1.10. Inspection Terms. Company will perform a maximum of 350.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$147.14. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division. Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.

1.12. Policy Manual. Company 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 Client.

1.13. Inventory. Company shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to three (3) 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.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	2,103.56	\$25,243.75
Year 2	2,187.70	\$26,253.50
<b>Contract Total</b>		<b>\$51,497.25</b>

Contract Amount is based upon a 24 Months Renewal term and shall renew in 12-month increments after renewal term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 7/19/2025.

**City of Brighton**

**HydroCorp**



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

\_\_\_\_\_  
By: Paul M. Patterson  
Its: Senior Vice President

**HYDROCORP, LLC**  
**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall

reimburse Company in connection with its payment of fees and expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing**

**Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports, and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, “**Client Materials**” means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company’s Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client’s option, elect to access and use Company’s Software Data Management Program (the “**Software**”) during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED “AS IS” AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT’S USE OF THE SOFTWARE WILL MEET CLIENT’S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client,

monthly, quarterly, and/or annual basis shall be available for access by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the “**Disclosing Party**”) may disclose or make available to the other Party (as the “**Receiving Party**”), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as “confidential” (“**Confidential Information**”); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party’s breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party’s possession prior to Disclosing Party’s disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party’s Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party’s Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party’s Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party’s legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party’s request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, “**Representatives**” mean a Party’s affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the

grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE,

REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter (a) for the term set forth in the Proposal or (b) if the term is silent, until the Services are completed by Company, unless, in either case, earlier terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982-1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (i) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (ii) becomes insolvent or admits its inability to pay its debts generally as they become due; (iii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iv) is dissolved or liquidated or takes any corporate action for such purpose; (v) makes a general assignment for the benefit of creditors; or (vi) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not automatically terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until (A) completion of the Services set forth in the applicable outstanding Proposal (B) termination of the applicable Proposal pursuant to additional terms set forth therein, or (C) termination of the Proposal by the non-Defaulting Party.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than

one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of

its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is

declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of

the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of fifteen (15) days following written notice given by it under this Section 23, the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

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# Appendix

## Specific 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 110,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ 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 courteous 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 550 communities in Michigan, Wisconsin, Minnesota, Maryland, Delaware, Virginia, California, Idaho, Utah & 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.

# ADDENDUM TO HYDROCOPR TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT

**THIS ADDENDUM TO HYDROCOPR TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT** (“Addendum”) modifies the HYDROCOPR TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT (“Agreement”) between HydroCorp, LLC, a Michigan limited liability company (“Company”) and City of Brighton, a municipal corporation and political subdivision of the State of Michigan (“Client”) and together with Company, the “Parties,” or either of the Parties individually, the “Party”), and is effective as of the same date as the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Company hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Defined Terms. All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Agreement.
3. Indemnification. To the extent permitted by law, Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; As used herein, “Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any reasonable insurance providers. This section shall not be construed as a waiver of immunities provided by law to Client. Likewise, Company shall defend, indemnify, and hold harmless Client and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Company; or (b) Company’s breach of any representation, warranty, or obligation of Company in this Agreement. As used herein, “Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any responsible insurance providers.
4. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE OR WILLFUL ACTS), OR OTHERWISE, REGARDLESS OF WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE OR WILLFUL ACTS), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.
5. Insurance. Clause (a) – Remove everything after sentence 1

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

**City of Brighton**

**HydroCorp**



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

\_\_\_\_\_  
By: Paul M. Patterson  
Its: Senior Vice President

# Residential Service Agreement

DEVELOPED FOR

Josh Bradley

City of Brighton

200 N 1st Street

Brighton, MI, 48116

8/5/2025

## 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

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## Statement of Work

HydroCorp™ (“Company”) will provide the following services to the City of Brighton. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Brighton with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Regulations. Once this project has been approved and accepted by the City of Brighton and HydroCorp, you may expect completion of the following elements within a 24 month period. The components of the project include:

1.1. Program Review and Program Start-up Meeting. Company 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 (Residential Homes)
- Review/establish procedure for vacant homes.
- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish procedures including supplemental information/notification that may be requested from these types of homes in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

1.2. Inspections. Company shall perform Residential Exterior initial inspections, compliance inspections, and re-inspections at individual residential homes within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division Cross Connection Control Rules.

1.3. Inspection Schedule. Company shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Client Contract Manager. The initial check-in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

1.4. Program Data. Company will generate and document the required program data for the Facility Types listed in the Services using the Company’s Software Data Management Program. Program Data shall remain property of Client and shall be viewable during the contract period; however, Company’s Software Data Management program shall remain the property of Company and can be purchased for an additional fee. Program Data shall be made available to client in a user friendly medium at the end of the contract period, if requested. Services include:

- (a) Prioritize and schedule inspections
- (b) Notify users of inspections, backflow device installation and testing requirements, if applicable
- (c) Monitor inspection compliance using Company’s online software management program
- (d) Maintain the program to comply with all Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division regulations

1.5. Management Reports. Company will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to Client.

1.6. Review of Cross-Connection Control Ordinance. Company will review or assist in the development of a cross-connection control ordinance.

1.7. Public Relations Program. Company will assist Client with a community-wide public relations program, including general awareness brochures and website cross-connection control program content. The utility/city will provide HydroCorp with an electronic copy of the utility logo or utility letterhead for the mailing of all official program correspondence only (300 dpi in either .eps, or other high-quality image format)

1.8. Support. Company will provide ongoing support via phone, fax, text, website, or email for the Term.

1.9. Facility Types. The facility types included in the program are as follows: residential.

1.10. Inspection Terms. Company will perform a maximum of 1,126.00 inspections over the Renewal Term. The total inspections include all initial inspections, compliance, and re-inspections. Additional Inspections above the contract terms will be billed separately at a rate of \$60.38. Company Personnel will not enter confined spaces. *Vacant facilities that have been provided to Company, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*

1.11. Compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division . Company will assist in compliance with Michigan Department of Environment, Great Lakes, and Energy, Drinking Water and Environmental Health Division cross-connection control program requirements for all residential homes.

1.12. Policy Manual. Company 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 Client.

1.13. Inventory. Company shall inventory all accessible backflow prevention assemblies and devices based on the scope of the inspection. Documentation will include: location, size, make, model, and serial number (if applicable).

1.14. Data Management. Company shall provide data management and program notices for all inspection services throughout the Term.

1.15. Annual Year-End Review. Company will conduct an on-site annual or year-end review meeting to discuss the overall program status and specific program recommendations.

1.16. Vacuum Breakers. HydroCorp will provide up to four (4) 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.

The above services will be provided for:

Year	Monthly Amount	Annual Amount
Year 1	2,776.89	\$33,323.97
Year 2	2,888.07	\$34,658.28
<b>Contract Total</b>		<b>\$67,982.25</b>

Contract Amount is based upon a 24 Months Renewal term and shall renew in 12-month increments after initial term unless written cancellation by either party received at least 60 days prior to renewal. HydroCorp will invoice in Monthly Amounts. Pricing is valid for 90 days from the date of the proposal.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date of 7/19/2025.

**City of Brighton**

**HydroCorp**



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

\_\_\_\_\_  
By: Paul M. Patterson  
Its: Senior Vice President

**HYDROCORP, LLC**  
**TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES**

1. Applicability. These terms and conditions (these “**Terms**”) are the only terms which govern the provision of the professional services (“**Services**”) by HydroCorp, LLC, a Michigan limited liability company (“**Company**”) to the customer named on the attached statement of work, order form, proposal, or purchase order (“**Client**”, and together with Company the “**Parties**” and each individually a “**Party**”). The attached statement of work, order form, proposal, or purchase order (the “**Proposal**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the Parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The Proposal is limited to and conditional upon Client’s acceptance of these Terms exclusively. Any additional or different terms proposed by Client, whether in the Proposal or otherwise, are unacceptable to Company, are expressly rejected by Company, and will not become a part of the Proposal.

2. Performance of Services; Company Obligations. Company shall provide to Client the Services described and in accordance with the terms and conditions set forth in this Agreement. Additional Services may be added only by executing a new Proposal. Company shall provide Client with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only.

3. Client Obligations. Client shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Client Contract Manager**”), with such designation to remain in force unless and until a successor Client Contract Manager is appointed; (b) require that the Client Contract Manager respond promptly to any reasonable requests from Company for instructions, information, or approvals required by Company to provide the Services; (c) cooperate with Company in its performance of the Services and provide access to Client’s premises, employees, contractors, and equipment as required to enable Company to provide the Services; (d) take all steps necessary, including obtaining any required licenses or consents, to prevent Client-caused delays in Company’s provision of the Services; (e) comply with all responsibilities listed on the Proposal in connection with Company’s provision of the Services.

4. Fees and Expenses. In consideration of the provision of the Services by Company and the rights granted to Client under this Agreement, Client shall pay the fees set out in the applicable Proposal. Payment to Company of such fees and the reimbursement of expenses pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Unless otherwise provided in the applicable Proposal, all payments shall be due and payable within thirty (30) days of the date set forth on an invoice. Client shall reimburse Company for all reasonable expenses incurred in accordance with the Proposal if such expenses have been pre-approved, in writing by the Client Contract Manager, within thirty (30) days of receipt by Client of an invoice from Company accompanied by receipts and reasonable supporting documentation. Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder; and to the extent Company is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Company in connection with its payment of fees and

expenses as set forth in this Section 4. Notwithstanding the previous sentence, in no event shall Client pay or be responsible for any taxes imposed on, or regarding, Company’s income, revenues, gross receipts, personnel, or real or personal property or other assets.

5. Intellectual Property; Ownership.

(a) Except as set forth in Section 5(c), Client is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables (as defined herein) upon full payment of any fees owed to Company, including all Intellectual Property Rights (as defined herein) therein. Company agrees, and will cause its employees or contractors (the “**Company Representatives**”) to agree, that with respect to any Deliverables that may qualify as “work made for hire” as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a “work made for hire” for Client. To the extent that any of the Deliverables do not constitute a “work made for hire”, Company hereby irrevocably assigns, and shall cause the Company Representatives to irrevocably assign to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. Company shall cause the Company Representatives to irrevocably waive, to the extent permitted by applicable law, any and all claims such Company Representatives may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of droit moral with respect to the Deliverables. As used herein: (a) “**Deliverables**” mean all documents, work product, and other materials that are delivered to Client hereunder or prepared by or on behalf of Company in the course of performing the Services; and (b) “**Intellectual Property Rights**” means all (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) Upon Client’s reasonable request, Company shall, and shall cause the Company Representatives to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Client to prosecute, register, perfect, or record its rights in or to any Deliverables.

(c) Company and its licensors are, and shall remain, the sole and exclusive owners of all right, title, and interest in and to the Pre-Existing Materials (as defined herein), including all Intellectual Property Rights therein. Company hereby grants Client a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable, non-sublicenseable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell, and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables solely to the extent reasonably required in connection with Client’s receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Company. As used herein, “**Pre-Existing Materials**” means all documents, data, know-how, methodologies, software, and other materials, including computer programs, reports,

and specifications, provided by or used by Company in connection with performing the Services, in each case developed or acquired by Company prior to the commencement or independently of this Agreement.

(d) Client and its licensors are, and shall remain, the sole and exclusive owner of all right, title, and interest in and to the Client Materials (as defined herein), including all Intellectual Property Rights therein. Company shall have no right or license to use any Client Materials except solely during the Term to the extent necessary to provide the Services to Client. All other rights in and to the Client Materials are expressly reserved by Client. As used herein, "**Client Materials**" means any documents, data, know-how, methodologies, software, and other materials provided to Company by Client.

6. Access to Company's Software Data Management Program; Management Reports.

(a) Subject to the terms and conditions in this Section 6, Client may, at Client's option, elect to access and use Company's Software Data Management Program (the "**Software**") during the Term. Company will generate and document the required program data for the facility types listed in the Proposal using the Software. Any Client Materials inserted into the Software by or on behalf of Client, or any Deliverables produced as a result of the Software, shall remain property of Client; however, the Software shall remain the property of HydroCorp.

(b) Client agrees to not (i) copy, modify, or create derivative works of the Software, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights of Company.

(c) Client acknowledges that, as between Client and Company, Company owns all right, title and interest, including all intellectual property rights in and to the Software and any derivative works thereof, including all changes, modification, improvements, updates, version, and new releases or any information or data generated by the Software.

(d) Company warrants as of the date of the Proposal, the Software is in functioning condition and is not delivered with viruses or malicious code. EXCEPT FOR THE WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY MAKES NO WARRANTY (i) THAT CLIENT'S USE OF THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS, BE ACCURATE, OR BE ERROR FREE, (ii) THAT THE SOFTWARE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (iii) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; (iv) THAT CLIENT MAY RELY ON THE SOFTWARE FOR COMPLIANCE WITH ANY STATUTORY OR REGULATORY REQUIREMENTS AND/OR REPORTING OBLIGATIONS; OR (v) THAT THE SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION.

(e) Comprehensive management reports in electronic, downloadable format on a, as applicable to Client, monthly, quarterly, and/or annual basis shall be available for access

by Client. Reports to include the following information: (i) name, location, and date of inspections; (ii) number of facilities inspected/surveyed; and (iii) number of facilities compliant/non-compliant.

7. Confidentiality. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party, whether disclosed in writing or orally, and whether or not labeled as "confidential" ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) the Receiving Party establishes by documentary evidence, was or is independently developed by Receiving Party or its personnel without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives (as hereinafter defined) who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Receiving Party remains required by applicable law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment. As used herein, "**Representatives**" mean a Party's affiliates and each of their respective employees, agents, contractors, subcontractors, officers, directors, partners, shareholders, attorneys, third-party advisors, successors and permitted assigns.

8. Indemnification. Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the

grossly negligent or willful acts or omissions of Client; or (b) Client's breach of any representation, warranty, or obligation of Client in this Agreement. As used herein, "Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

9. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) if an entity, it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering, or, if a municipal agency, it has the authority under the laws of its state of jurisdiction; (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10. Limited Warranty.

(a) Company warrants that it shall perform the Services: (i) in accordance with the terms and subject to the conditions set out in the respective Proposal and this Agreement; (ii) using personnel of industry standard skill, experience, and qualifications; and (iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

(b) Company's sole and exclusive liability and Client's sole and exclusive remedy for breach of this warranty shall be as follows:

i. Company shall use commercially reasonable efforts to promptly cure any such breach; provided, that if Company cannot cure such breach within a reasonable time (but no more than thirty (30) days) after Client's written notice of such breach, Client may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 12.

ii. In the event the Agreement is terminated pursuant to Section 10(b)(i) above, Company shall within thirty (30) days after the effective date of termination, refund to Client any fees paid by Client as of the date of termination for the Service or Deliverables, less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

iii. The foregoing remedy shall not be available unless Client provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Client.

iv. COMPANY MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 10(a) ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

11. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH

OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.

12. Term and Termination. This Agreement shall commence on the effective date of the Proposal and shall continue thereafter until terminated by either Party as set forth herein (the "Term"). Upon commencement of each Proposal, Client acknowledges and agrees that the fees owed by Client to Company shall be subject to an annual increase equal to the Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, as of such annual fee increase date, or 4%, whichever is greater. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business. Termination of this Agreement will not terminate any outstanding Proposal, and the applicable Proposal shall continue in full force and effect until completion.

13. Insurance.

(a) During the term of this Agreement, Client shall, at its own expense, maintain and carry insurance with financially sound and reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability on an all-risk basis and including extended coverage for matters set forth in this Agreement with financially sound and reputable insurers. Upon Company's request, Client shall provide Company with a certificate of insurance from Client's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name Company as an additional insured. Client shall provide Company with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy. Except where prohibited by law, Client shall require its insurer to waive all rights of subrogation against Company's insurers and Company.

(b) During the term of this Agreement, Company shall, at its own expense, maintain and carry the following types of insurance: (i) Comprehensive General Liability with limits no less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (ii) Excess Umbrella Liability with limits no less than five million dollars (\$5,000,000) per

occurrence and five million dollars (\$5,000,000) in the aggregate; (iii) Automobile Liability with limits no less than one million dollars (\$1,000,000), combined single limit; (iv) Worker's Compensation with limits no less than one million dollars (\$1,000,000) per occurrence; and (v) Errors and Omissions Liability with limits no less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. Upon Client's request, Company shall provide Client with a certificate of insurance from Company's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance for the Comprehensive General Liability policy shall name Client as an additional insured. Company shall provide Client with thirty (30) days' advance written notice in the event of a cancellation or material change in Client's insurance policy.

14. Entire Agreement. This Agreement, including and together with any related Proposals, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party at its address set forth on the Proposal (or to such other address that the receiving Party may designate from time to time in accordance with this Section 15). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 15.

16. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

17. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. Assignment; Successors and Assigns. Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section 18 shall be null and void. No assignment or delegation shall relieve Client of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of Company's assets without Client's consent. This

Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

19. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by Company be under its own control, Client being interested only in the results thereof. Company shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give Client the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet Client's final approval and shall be subject to Client's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

21. Choice of Law. This Agreement and all related documents including all exhibits attached hereto and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State in which Client's principal place of business is located, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State in which Client's principal place of business is located.

22. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of Client to make payments to Company hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d)

government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within ten (10) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay

remains uncured for a period of fifteen (15) days following written notice given by it under this [Section 23](#), the other Party may thereafter terminate this Agreement upon fifteen (15) days' written notice.

24. Publicity. Unless the a Party provides the other Party with written notice to the contrary or of any reasonable restrictions or requirements, such Party acknowledges and agrees that the other Party shall have the right to use such Party's name, likeness, and logos in any digital, online, and printed publicity or marketing materials prepared by the other Party and in presentations to current or prospective clients and others.

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# Appendix

## Specific 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 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ 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 courteous 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 370 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.

# ADDENDUM TO HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT

**THIS ADDENDUM TO HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT** (“Addendum”) modifies the HYDROCORP TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES AGREEMENT (“Agreement”) between HydroCorp, LLC, a Michigan limited liability company (“Company”) and City of Brighton, a municipal corporation and political subdivision of the State of Michigan (“Client”) and together with Company, the “Parties,” or either of the Parties individually, the “Party”), and is effective as of the same date as the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and Company hereby modify the Agreement as follows:

1. **Terms of Addendum Controlling.** The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. **Defined Terms.** All capitalized, undefined terms used herein shall have the meanings ascribed to them in the Agreement
3. **Indemnification.** To the extent permitted by law, Client shall defend, indemnify, and hold harmless Company and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Client; As used herein, “Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any reasonable insurance providers. This section shall not be construed as a waiver of immunities provided by law to Client. Likewise, Company shall defend, indemnify, and hold harmless Client and its affiliates and its and their respective members, managers, officers, directors, employees, agents, successors, and permitted assigns from and against all Losses (as defined herein) arising out of or resulting from any third-party claim arising out of or resulting from: (a) bodily injury, death of any person, or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Company; or (b) Company’s breach of any representation, warranty, or obligation of Company in this Agreement. As used herein, “Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any responsible insurance providers.
4. **Limitation of Liability.** IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE OR WILLFUL ACTS), OR OTHERWISE, REGARDLESS OF WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (EXCLUDING NEGLIGENCE OR WILLFUL ACTS), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID TO COMPANY PURSUANT TO THE APPLICABLE PROPOSAL GIVING RISE TO THE CLAIM.
5. **Insurance.** Clause (a) – Remove everything after sentence 1

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

City of Brighton

HydroCorp



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

\_\_\_\_\_  
By: Paul M. Patterson  
Its: Senior Vice President