



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

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## Agenda for Milton Township Regular Board Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday December 20, 2022 7:00 P.M.

### Call to Order/Pledge of Allegiance:

### Community Reports:

1. Planning Commission Ex Officio Member
2. Other committee chairs
3. Visiting officials

### Anyone Wishing to Speak to the Board: (3 min/person)

### Board Member Comments:

### Approval of Agenda:

### Approval of Previous Minutes:

### Business (w/attendees):

#### Old Business:

1. Printer
2. Weather Sirens

#### New Business:

1. 2023 BOT Meeting Dates
2. 2023 Fee Schedule
3. 2023 Holiday Schedule
4. 2023 Poverty Exemption
5. Generator Maintenance Agreement
6. Front Desk Window
7. PC Ex-Officio Appointment
8. Tru Green Contract
9. Open Meetings Act
10. Property Tax Admin Fee

### Financial Report:

1. Review of Township Budget
2. Financial Reports
3. Approval of Checks

### Adjournment:



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## Minutes for Milton Township Regular Board Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday, November 15<sup>th</sup>, 2022 7:00 P.M.

### Call to Order/Pledge of Allegiance:

Meeting called to order at 7:00PM and the pledge was recited.

Members Present: Supervisor Eric Renken, Treasurer Susan Flowers, Clerk Tony Floyd

### Community Reports:

1. Planning Commission Ex Officio Member
2. Other committee chairs
  - a. Election
    - i. Elections went well
3. Visiting officials
  - a. Sherriff
    - i. Working with township for 71233 Ironwood Dr
    - ii. Catalytic converter thefts are rising
    - iii. Fraud complaints are rising
      1. Seen multiple SnapChat frauds

### Anyone Wishing to Speak to the Board: (3 min/person)

### Board Member Comments:

Floyd brought up the mail delivery issues at the new neighborhood in Gumwood.

### Approval of Agenda:

Motion: Renken made a motion to approve the agenda amended agenda, with the addition of "Database Backup" to New Business.

Second: Floyd

Motion Carried

### Approval of Previous Minutes:

Motion: Renken made a motion to approve the amended minutes from the October 18<sup>th</sup>, 2022 regular Board meeting as amended.

Second: Floyd

Motion Carried

### Business (w/attendees):

### **Old Business:**

#### **1. Snow RFP**

Motion: Renken made a motion to approve the bid for snow removal from Michiana Finish Grade for 2022-2023 winter season

Second: Flower

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y

Motion carried.

### **New Business:**

#### **1. Weather Sirens**

Will work with vendor about multiple siren discounts, cost of moving current sirens, and resurveying coverage maps.

#### **2. Door Locks**

Motion: Floyd made a motion to accept the quote with the addition of adding a 3<sup>rd</sup> door from the great room leading into the office, not to exceed an installation fee of \$6000 and a monthly service fee of \$40.

Second: Renken

Roll Call Vote. Floyd, Y. Flowers, N. Renken, Y

Motion carried.

#### **3. Printer**

#### **4. Light bulb replacement**

Motion: Renken made a motion to authorize the purchase of light bulbs up to \$250.

Second: Floyd

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y

Motion carried.

#### **5. MI REDI Mailer**

Motion: Renken made a motion to authorize a mailing not to exceed \$1100.

Second: Flowers

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y

Motion carried.

#### **6. Database Backup**

Motion: Renken made a motion to approve iDrive SQL backup for up to \$100 a year.

Second: Floyd

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y

Motion carried.

### **Financial Report:**

#### **1. Review of Township Budget**

Motion: Floyd made a motion to approve Resolution 2022-xxR to add \$20,000 to Inspectors from the general fund, and approve budget as amended

Second: Renken

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y.

Motion carried.

#### **2. Financial Reports**

a. Treasurer Flowers reported the general fund balance as \$1,369,162.

**3. Approval of Checks**

Motion: Floyd made a motion to add a check for Michiana Finish Grade for \$765, and approve all checks as presented.

Second: Renken

Roll Call Vote. Floyd, Y. Flowers, Y. Renken, Y

Motion carried.

**Adjournment:**

Motion: Floyd made a motion to adjourn.

Second: Renken

Motion carried. Meeting adjourned at 8:21 PM.

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**BUSINESS SYSTEMS, INC.**

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# Milton Township

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Elkhart, IN 46514

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BUSINESS SYSTEMS, INC.  
Connecting Values with Innovation

NOTES:	<b>Sub-Total</b>	\$5,802.50
	<b>Sales Tax:</b>	
	<b>TOTAL DUE:</b>	<b>\$5,802.50</b>

<b>Connection Protection</b>			
<u>Type</u>	<u>Qty</u>	<u>Price/Ea</u>	<u>Total Amount</u>
MFP's			
Printers			
Seats			
<b>Total per Billing Cycle:</b>			

- I agree with the standard Terms & Conditions detailed herein which are incorporated in the Terms hereof.
- Signed on behalf of the Customer, who warrants that he/she has the necessary authority to enter the Customer into a contractual agreement.

Thank you for choosing U.S.  
We Appreciate your business!



**U.S.**  
BUSINESS SYSTEMS, INC.  
Connecting Values with Innovation

[illegible]

<b>NOTES:</b>		

<b>Name:</b>	
<b>Title:</b>	
<b>Signature (Required)</b>	<b>Date</b>
<p>– I agree with the standard Terms &amp; Conditions detailed herein which are incorporated in the Terms hereof.</p> <p>– Signed on behalf of the Customer, who warrants that he/she has the necessary authority to enter the Customer into a contractual agreement.</p>	

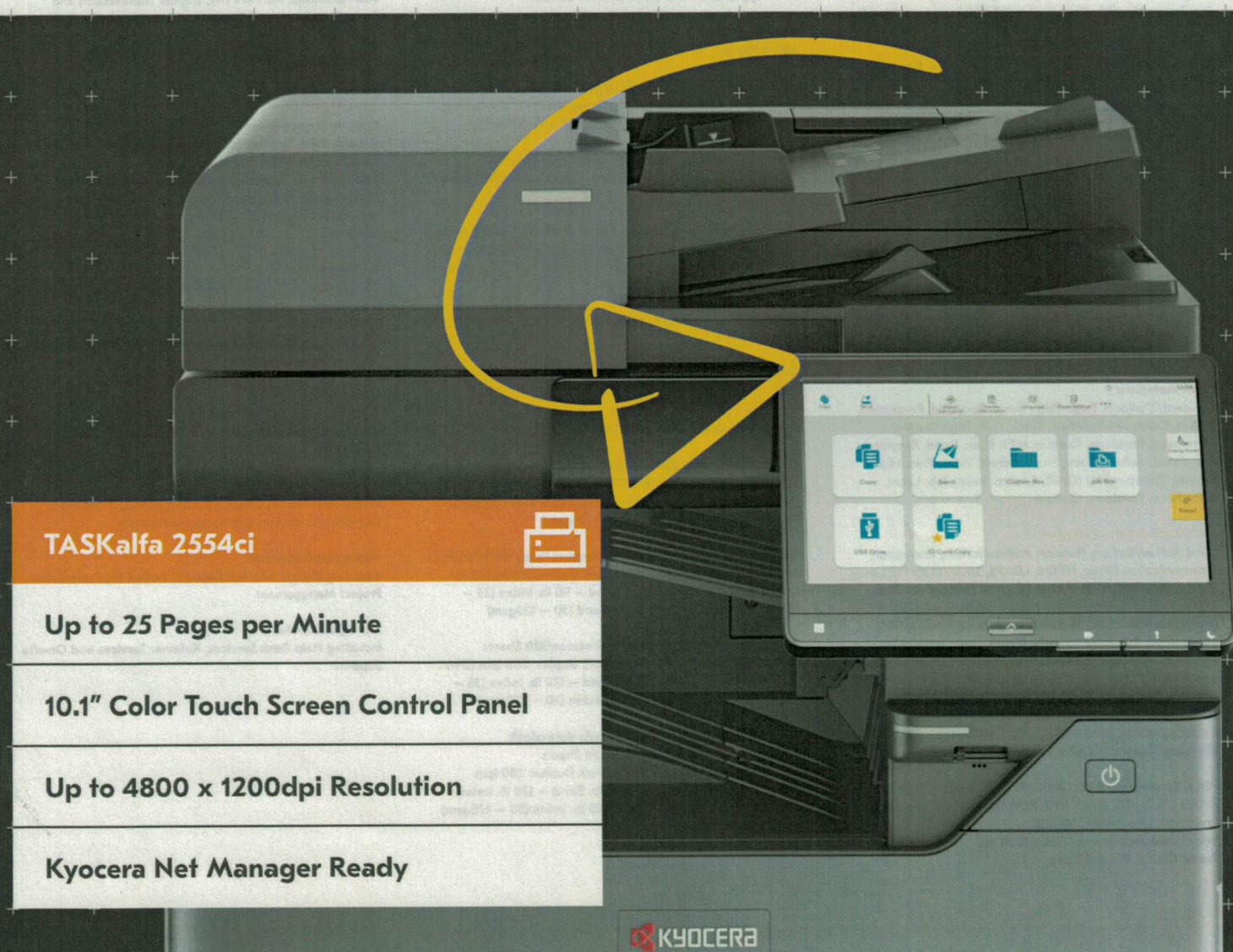
<b>Connection Protection</b>			
<u>Type</u>	<u>Qty</u>	<u>Price/Ea</u>	<u>Total Amount</u>
MFP's			
Printers			
Seats			
<b>Total per Billing Cycle:</b>			


Thank you for choosing U.S.  
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# The Latest Evolution in Workplace Printing




The Kyocera Evolution Series combines reliable and secure technology with the latest innovation to provide your workplace with a flexible multifunctional printer ready for the challenges of the modern world. Protect your data and count on a device you can rely on for high-quality printing, copying and scanning whenever you need it.



<b>TASKalfa 2554ci</b>	
<b>Up to 25 Pages per Minute</b>	
<b>10.1" Color Touch Screen Control Panel</b>	
<b>Up to 4800 x 1200dpi Resolution</b>	
<b>Kyocera Net Manager Ready</b>	

**KYOCERA**



			
	KYOCERA TASKalfa 408ci	KYOCERA TASKalfa 358ci	HP Color LaserJet Enterprise MFP M577f
BACKGROUND INFORMATION	USA, BLI ID: 11258	USA, BLI ID: 10864	USA, BLI ID: 14615
Speed	42 ppm color/42 ppm black	37 ppm color/37 ppm black	40 ppm color/40 ppm black
SRP	\$9,055	\$7,614	\$ not avail/
Max Monthly Duty Cycle	150,000 impressions	100,000 impressions	80,000 impressions
GENERAL SPECIFICATIONS/PAPER HANDLING			
First Copy Time	6.9 sec color/5.8 sec black	7.3 sec color/5.9 sec black	8.7 sec color/5.9 sec black
Multicopy (Ltr/Lgl/Ldgr)	42 cpm color/42 cpm black	37 cpm color/37 cpm black	40 cpm color/40 cpm black
Warm-up Time	24 sec	24 sec	136 sec
Std Paper Capacity	500 sheets	500 sheets	550 sheets
Paper Weights	16-lb bond to 120-lb index	16-lb bond to 120-lb index	16 to 58 lbs
Bypass/Paper Weights	100-sheet/16-lb bond to 120-lb index	100-sheet/16-lb bond to 120-lb index	100-sheet/16 to 58 lbs
Std Paper Capacity (incl bypass)	600 sheets	600 sheets	650 sheets
Max Paper Capacity	3,100 sheets	3,100 sheets	2,300 sheets
Output Size (Min/Max)	5-1/2 x 8-1/2/8-1/2 x 14	5-1/2 x 8-1/2/8-1/2 x 14	3 x 5/8-1/2 x 14
System Memory (Std/Max)	4-GB RAM, 320-GB HD/4-GB RAM, 320-GB HD	4-GB RAM, 320-GB HD/4-GB RAM, 320-GB HD	1.75-GB RAM, 320-GB HD/2.5-GB RAM, 320-GB HD
Paper Sizes	5-1/2 x 8-1/2 to 8-1/2 x 14	5-1/2 x 8-1/2 to 8-1/2 x 14	8-1/2 x 11 to 8-1/2 x 14
Document Feeder	Opt RADF, DSPF and DSPF	Opt RADF, DSPF and DSPF	Std DSPF
Document Feeder Capacity	75 orig, 100 orig, 270 orig	75 orig, 100 orig, 270 orig	100 orig
SECURITY SPECS			
IP Address Filtering	Yes	Yes	Info not avail
MAC Address Filtering	Yes	Yes	Info not avail
Max Overwrites	3	3	Info not avail
Other	Opt card authentication kit; standard data security kit is ISO 15408 Common Criteria certified and provides overwrite and encryption for print, copy and scan; IPv6	Opt card authentication kit; standard data security kit is ISO 15408 Common Criteria certified and provides overwrite and encryption for print, copy and scan; IPv6	Kerberos and LDAP authentication, 1,000 user PIN codes and optional HP and third party solutions; 802.1X authentication; data security features includes secure erase and encrypted credentials; device security features include security lock slot, USB port disablement, Hardware Integration Pocket for security solutions and Trusted Platform Module; authentication options include PIN, PIC or HP proximity cards
CONTROL PANEL DETAILS			
Control Panel	7" color touchscreen	7" color touchscreen	8" color touchscreen
FEATURES			
Automatic Features	AES, AMS, APS, AS, ATS	AES, AMS, APS, AS, ATS	AES, AMS, APS
Copy Control	1,000	1,000	INA
Covers	Std	Std	INA
Image Insert	Yes	Yes	No
Image Overlay	Std	Std	No
Image Repeat	Yes	Yes	No
Image Rotate	Std	Std	No
Job Programs	Yes	Yes	No
Margin Shift	Yes	Yes	No
Neg/Pos	Yes	Yes	No
OHP Interleaving	Yes	Yes	No
Poster Mode	Yes	Yes	No
Program Ahead	10	10	Std
Sheet Insertion	Std	Std	No
Stamping	Std	Std	INA
Timer	Yes	Yes	No
XY Zoom	Yes	Yes	INA
ADDITIONAL INFORMATION			
Dimensions (HxWxD)	24.13" x 21.65" x 21.65"	29.13" x 21.65" x 19.96"	22.95" x 18.98" x 19.84"
Weight	109 lbs	104.5 lbs	84.5 lbs
CONNECTIVITY SPECIFICATIONS			
Operating System Support	Win Server 2008, 7, Server 2012, 8, 8.1, 10, Server 2016, Server 2019, Mac OS 10.9+, Linux	Win Server 2008, 7, Server 2012, 8, 8.1, 10, Server 2016, Server 2019, Mac OS 10.9+, Linux	Win XP, Vista, 7, 8, 8.1, 10, Mac OS X 10.8-10.10, Linux, UNIX
USB Interface	Std 2.0, std 2.0 (host) x 3	Std 2.0, std 2.0 (host) x 3	Std 2.0, std 2.0 (host) x 2
Network Interface	Std Ethernet, std wireless	Std Ethernet, std wireless	Std Ethernet, opt wireless
Mobile Print Support	Yes (Apple AirPrint, KYOCERA Mobile Print, Mopria Print Service, Wi-Fi Direct)	Yes (Apple AirPrint, KYOCERA Mobile Print, Mopria Print Service, Wi-Fi Direct)	Yes (Apple AirPrint, HP ePrint, Mopria Print Service, Wi-Fi Direct)
Near Field Communication	Std	Std	Opt
Embedded Software Platform or Extensible Solutions Interface	Hybrid Platform for Advanced Solutions (HyPAS)	Hybrid Platform for Advanced Solutions (HyPAS)	Open Extensibility Platform (OXp)
FACSIMILE SPECIFICATIONS			
Max TX Resolution	600 x 600 dpi	600 x 600 dpi	300 x 300 dpi
Std/Max Fax Memory	170-MB RAM/170-MB RAM	170-MB RAM/170-MB RAM	Shared
Confid TX/RX	Yes/Yes	Yes/Yes	Info not avail
Dual Lines	Opt	Opt	No
Other	Duplex TX/RX; F-code TX/RX; fax box; transmission speed of less than three seconds	Duplex TX/RX; F-code TX/RX; fax box; transmission speed of less than three seconds	Auto fax reduction; auto redialing; fax archiving; fax forwarding; fax address book; fax number confirmation; holiday fax scheldule; scale-to-fit; stored faxes
PRINTER SPECIFICATIONS			
Speed	42 ppm color/42 ppm black	37 ppm color/37 ppm black	40 ppm color/40 ppm black
First-Page-Out Time	6.4 sec color/5.4 sec black	6.5 sec color/5.5 sec black	6.9 sec color/5.6 sec black
Print from USB	Yes (JPEG, PDF, TIFF, XPS)	Yes (JPEG, PDF, TIFF, XPS)	Yes (CHT, PCL, PDF, PRN, PS)
PDL/PCL	PCL 5c/6/XL, PostScript 3, PRESCRIBE, XPS, Open XPS	PCL 5c/6/XL, PostScript 3, PRESCRIBE, XPS, Open XPS	PCL 5c/6, PostScript 3, XPS
Other	Supports banner printing up to 8.5" x 48"/216 mm x 1,219.2 mm	Supports banner printing up to 8.5" x 48"/216 mm x 1,219.2 mm	PDF direct print; print preview; N-up printing; store print jobs; collation; watermarks; PANTONE calibrated; universal print driver
SCANNER AND IMAGE MANAGEMENT SPECIFICATIONS			
Scan Speed (Simplex/Duplex)	62 ipm color, 62 ipm black or 62 ipm color, 62 ipm black or 67 ipm color, 87 ipm black/27 ipm color, 27 ipm black or 124 ipm color, 124 ipm black or 134 ipm color, 174 ipm black	62 ipm color, 62 ipm black or 62 ipm color, 62 ipm black or 67 ipm color, 87 ipm black/27 ipm color, 27 ipm black or 124 ipm color, 124 ipm black or 134 ipm color, 174 ipm black	40 ipm color, 45 ipm black/40 ipm color, 45 ipm black
TWAIN Compatible	Yes	Yes	Info not avail
File Formats Supported	JPEG, PDF, PDF/A, PDF/A-1a/b, PDF/A-2a/b/u, compact PDF, encrypted PDF, searchable PDF, TIFF, XPS, OpenXPS	JPEG, PDF, PDF/A, PDF/A-1a/b, PDF/A-2a/b/u, compact PDF, encrypted PDF, searchable PDF, TIFF, XPS, OpenXPS	JPEG, PDF, PDF/A, compact PDF, MTIFF, TIFF, XPS
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Replacement	Configuration	Base Machine	Doc Feeder Dual Scan	Stand	300 Sheet Stapler Finisher	Extra 500 Sheet Paper Tray	Fax Kit	KeyPad	Surge Protector
408ci	Base Machine	\$3,002.00	\$838.58	\$143.00	\$488.49	\$224.37	\$540.94	\$78.00	\$97.49
358ci	Base Machine	\$2,702.80	\$838.58	\$143.00	\$488.49	\$224.37	\$540.94	\$78.00	\$97.49

Model	Lease Term in Months	Base Machine	Doc Feeder Dual Scan	Stand	300 Sheet Stapler Finisher	Extra 500 Sheet Paper Tray	Fax Kit	KeyPad	Surge Protector	Lease Rate
408ci	12	\$250.17	\$69.88	\$11.92	\$40.71	\$18.70	\$45.08	\$6.50	\$8.12	\$0.00
408ci	24	\$129.09	\$36.06	\$6.15	\$21.01	\$9.65	\$23.26	\$3.35	\$4.19	\$0.04300
408ci	36	\$91.32	\$25.51	\$4.35	\$14.86	\$6.83	\$16.46	\$2.37	\$2.97	\$0.03042
408ci	48	\$70.55	\$19.71	\$3.36	\$11.48	\$5.27	\$12.71	\$1.83	\$2.29	\$0.02350
408ci	60	\$57.94	\$16.18	\$2.76	\$9.43	\$4.33	\$10.44	\$1.51	\$1.88	\$0.01930
408ci	72	\$49.83	\$13.92	\$2.37	\$8.11	\$3.72	\$8.98	\$1.29	\$1.62	\$0.01660

Model	Lease Term in Months	Base Machine	Doc Feeder Dual Scan	Stand	300 Sheet Stapler Finisher	Extra 500 Sheet Paper Tray	Fax Kit	KeyPad	Surge Protector	Lease Rate
358ci	12	\$225.23	\$69.88	\$11.92	\$40.71	\$18.70	\$45.08	\$6.50	\$8.12	\$0.00
358ci	24	\$116.22	\$36.06	\$6.15	\$21.01	\$9.65	\$23.26	\$3.35	\$4.19	\$0.04300
358ci	36	\$82.22	\$25.51	\$4.35	\$14.86	\$6.83	\$16.46	\$2.37	\$2.97	\$0.03042
358ci	48	\$63.52	\$19.71	\$3.36	\$11.48	\$5.27	\$12.71	\$1.83	\$2.29	\$0.02350
358ci	60	\$52.16	\$16.18	\$2.76	\$9.43	\$4.33	\$10.44	\$1.51	\$1.88	\$0.01930
358ci	72	\$44.87	\$13.92	\$2.37	\$8.11	\$3.72	\$8.98	\$1.29	\$1.62	\$0.01660





December 9, 2022

Milton Township Board,

Thank you for this opportunity to present a print solution to Milton Township. We value this opportunity and appreciate being considered for this project.

MCE has been providing service, equipment and consumables to the office equipment industry since 1992. A truly home-grown business that started in my basement with both Indiana and Michigan employees. Our geographic footprint is in the Michiana area; however, our managed print services and equipment installs reach 9 States. We manage well over 1,500 devices that print millions of pages each year.

The solution I am presenting is an HP solution. Besides, being "HP" a leader in the space of office technology, their solutions are the most secure devices in the office equipment space. Unlike dealer specific brands like Ricoh, Savin, Canon, Kyocera, HP equipment is considered universal and not dealer specific so you have many options for service. Choosing a dealer specific brand often times binds you to that dealer and limits your negotiation position when it comes to supplies, service or contracts.

The solution I am proposing is a demo unit and refurbished to like new condition. It is supported like new and offers the same security and performance but at a deeply discounted price; therefore, making it a perfect solution during these uncertain economic times. Like all of our units, this mfp comes with a satisfaction guarantee!

Thanks again for your consideration and please reach out if you have any questions.

Sincerely,

*Mike Presnal*

President



## Milton Township – Proposal 12/09/2022

### **Proposed Equipment**

#### **HP Color Laserjet Managed E67560 MFP**

##### **Features Requested**

- ✓ HP Enterprise Security (Industry Leader in Security)
- ✓ Collation
- ✓ Scan to USB
- ✓ Scan to Email
- ✓ 2-sided Printing
- ✓ Fax Option
- ✓ Color Laser Printing and Copying
- ✓ Single pass double sided scanning
- ✓ High Speed (up to 60 pages per minute) **Your current model is 25 pages per minute**
- ✓ 3-bin staple stacker with job offset (automatic stapling)
- ✓ Full pull-out keyboard (great for scan to email data input)
- ✓ High capacity auto-document feeder (150 pages) Scanning Speed (up to 180 images/minute) **Your current model is 15 images per minute**
- ✓ OCR.... All of your scanned documents have searchable characters recognition
- ✓ Floor Standing







## **Equipment Cost**

<b>HP Color Laserjet Managed E67560 MFP</b>	<b>\$4,339</b>
60-month FMV Lease	\$83

## **Total Print Solution (Maintenance & Supply Agreement)**

**Total Print Solution Cost - \$67/ Month** (includes 1,000 BW & 500 Color Pages)\*

Color Overage = \$0.119

BW Overage = \$0.0179

- Includes all service & maintenance items
- Includes all toner
- Device replacement if repair cannot be performed
- Loaner device provided if extended down time anticipated

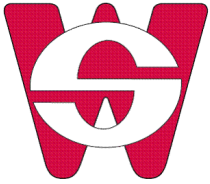
\*This solution adjustable to fit your print demands!



### **Benefits of a Partnership with MCE**

- ✓ Responsive and knowledgeable service staff and support
  - ✓ High customer retention and MPS renewal Rate – and example of the value we bring.
  - ✓ HP Equipment protects against ransomware entry via print devices with self-healing technology.
- 
- Horizon Bank – **12 years** (85 locations, Michigan & Indiana)
  - Martin's Supermarkets – **15 years** (27 locations)
  - Notre Dame Federal Credit Union – **9 years** (15 locations)
  - Penn Harris Schools – **9 years**
  - Pfeifer Morgan Stesiak – **15 years**
  - Remax Real-estate – **10 years**
  - South Bend Tribune – **9 years**
  - Steel Dynamics – **13 years**
  - Coloma Frozen Foods - **12 years**
  - Tredit Tire & Wheel – **16 years** (7 locations with 6 out of State)
  - Trupay Payroll – **19 years**
  - WNDU TV – **15 Years**





## West Shore Services, Inc.

6620 Lake Michigan Dr.  
PO Box 188  
Allendale, MI 49401

Phone: 616-895-4347  
Fax: 616-895-7158

# QUOTE

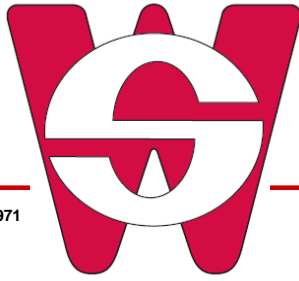
Date	Quote #
11/30/2022	4846

Name / Address
Milton Township ERIC RENKEN 32097 Bertrand Street Niles, MI 49120

Terms	Project Name
Net 30	Siren Head Swap

Item	Description	Qty	Rate	Total
508-128	ELECTRO-MECHANICAL ROTATING SIREN, 128 DB(C), 500HZ	1	12,038.00	12,038.00
DISCOUNT	TRADE IN ALLOWANCE FOR EXISTING 2001 SIREN HEAD		-1,500.00	-1,500.00
ES-LABOR	REMOVAL OF EXISTING 2001 SIREN HEAD AND INSTALLATION OF NEW 508 SIREN HEAD	1	2,200.00	2,200.00
Terms	<p>Please note: Attached Sales Agreement Terms and Conditions apply. Sales tax and Shipping not included unless otherwise shown. Electrical service by others unless otherwise quoted. Required permits and/or licenses are the responsibility of others. WSS is not responsible for rock drilling or differing site conditions; if discovered extra charges will apply.</p> <p>Package Price – Line item price not available separately and/or for lesser quantities. In case of scope or quantity changes, West Shore reserves the right to modify quote.</p>			0.00

	<b>Subtotal</b>	\$12,738.00
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$12,738.00



Est. 1971

# West Shore Services, Inc.

6620 Lake Michigan Drive, P.O. Box 188, Allendale, MI 49401

Phone: 616-895-4347 Fax: 616-895-7158

## SALES AGREEMENT

**Agreement.** This agreement (the "Agreement") between West Shore Services, Inc. ("WSS") and Buyer for the sale of the products and services described in WSS's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between WSS and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of WSS and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by WSS or upon WSS's written consent. WSS objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to WSS unless specifically agreed to by WSS in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant, or explain this Agreement, shall not be binding on WSS. This Agreement shall be for the benefit of WSS and Buyer only and not for the benefit of any other person.

**Termination.** This Agreement may be terminated only upon WSS's written consent. IF WSS shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by WSS, shall pay termination charges based upon expenses and costs incurred in the assembly of its products on in the performance of the services to the date such termination is accepted by WSS including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, WSS shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

**Price/Shipping/Payment.** Depending on product purchased, prices are F.O.B. UNIVERSITY PARK, IL and/or ALLENDALE, MI. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of WSS, and Buyer shall pay for each such shipment separately. WSS may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. WSS will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by WSS are due 30 days from date of invoice, except that payment terms for turn-key sales of products and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

**Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by WSS to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

**Hold Harmless.** Buyer, shall hold WSS harmless from and shall indemnify WSS against any claim, liability, loss or damage, including the attendant costs of litigation, arising out of or directly related to any contract entered into with a customer of the Buyer or potential customer, provided expressly that the claim, liability, loss or damage is caused by or directly related to: (i) the use of the Products; (ii) the Services provided by the Buyer; (iii) any act or omission of the Buyer related to any claim of infringement of any intellectual property rights of third parties; and (iv) for any violation by the Buyer of any laws or applicable regulations governing the use or sale of the Products or Services of the Buyer, which is brought against WSS relating to the activities of WSS contemplated by this Agreement. This provision shall apply ONLY if Buyer is notified of such matter described herein by the WSS within five (5) business days of WSS's notice of such matter, regardless of form of notice or knowledge. Buyer reserves all rights to directly defend itself in any such proceedings, and shall have the absolute right to direct the defense of WSS with respect thereto.

WSS shall hold the Buyer harmless and shall save, defend and indemnify the Buyer against any and all claims, demands, liabilities, suits and other proceedings, including any resulting costs of defense and damages, which arise out of or occur as a result from the conduct of WSS, including, but not limited to, misrepresentations regarding the Products or Services provided by WSS, breach of contract, breach of his duties hereunder and engaging in misleading or deceptive sales practices. WSS shall have the absolute right to direct and control its defense of any such matter arising as a result of the same.

**Taxes.** Price quotes by WSS do not include taxes. Buyer shall pay WSS, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by WSS from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to WSS before the date of the invoice.

**Delivery.** Although WSS shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by WSS of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

**Returns.** Buyer may return shipped product to WSS only upon WSS's prior written consent (such consent to be in the sole discretion of WSS) and upon terms specified by WSS, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by WSS. Agents of WSS are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

**Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in WSS's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by WSS within 30 days of Buyer's receipt of the product or WSS's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

**Limited Warranty.** WSS warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from the delivery to Buyer (one-year for informers and all software products, five years of 2001 & ECLIPSE Series siren head). During this warranty WSS will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. WSS will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other WSS's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, not to units with problems due to service or modification by other than a WSS warranty service center. WSS will provide on-site warranty service during the first 60 days after the completion of the installation when WSS has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



**Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL WSS BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL WSS'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

**Patents.** WSS shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person or infringement of any United States Patent by product manufactured by WSS, but if Buyer furnished product of system design specifications to WSS, Buyer shall hold WSS harmless against any infringement claim consisting of the use of product manufactured by WSS in accordance with Buyer's products or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by WSS is held to infringe any patent and its use is enjoined by any competent court of law, WSS, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product, either by suspension of the injunction, by securing for Buyer, a license or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. WSS makes no warranty that its product will be delivered free of a valid claim by a third person of infringement of the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

**Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without WSS's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

**Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

**Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by WSS.

**Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Michigan. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state of federal courts in Kent or Ottawa County, Michigan. Whenever a term defined by the Uniform Commercial Code as adopted in Michigan is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action had accrued.

**Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation to work from and to store equipment overnight.

**Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by WSS to meet or exceed all national, state, and local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.

**Radio Frequency Interference.** WSS is not responsible for RF transmission and reception affected by system interference beyond its control.

**Installation Site Approval.** Buyer must provide signed documentation to WSS such as the "WARNING SITE SURVEY" or a document with the equivalent information, that WSS is authorized to commence installation at the site designated by Buyer before WSS will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by WSS for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.

**AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by WSS. All indoor installations assume AC power is available with 10 feet of the installation location.

**Permits & Easements.** Unless specifically quoted, buyer is responsible for obtaining all required easements and/or permits, along with any fees required for installation.

**Soil Conditions Clause.** In the event of poor site conditions including but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet manufacturers specifications, WSS will direct installation crews to attempt pole installation for a maximum of two (2) hours. Buyer approval will be sought when pole installation exceeds two (2) hours and WSS cannot obtain approval in a timely manner to proceed with extra work.

**Contaminated Sites.** WSS is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. WSS will not knowingly approve installation at any site containing contaminants. Buyer must inform WSS when known or suspected soil contaminants exist at any intended installation site.

**Site Cleanup.** Basic installation site cleanup include installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.

**Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.

**Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.

**Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.

**Safety Requirements & Compliance.** WSS requires that all employees and subcontractors follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of WSS equipment. Additional safety compliance requirements by Buyer, such as, but not limited to, additional training or testing, may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.

**Project Delays.** WSS shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of WSS, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond WSS's reasonable control, whether similar or dissimilar to the foregoing.



# *Milton Township*

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

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## **2023 REGULAR MONTHLY BOARD OF TRUSTEE'S MEETING SCHEDULE**

**Milton Township Hall  
32097 Bertrand St. Niles, MI 49120  
7:00pm**

**Tuesday January 17<sup>th</sup>**

**Tuesday February 21<sup>st</sup>**

**Tuesday March 21<sup>st</sup>**

**Tuesday April 18<sup>th</sup>**

**Tuesday May 16<sup>th</sup>**

**Tuesday June 20<sup>th</sup>**

**Tuesday July 18<sup>th</sup>**

**Tuesday August 15<sup>th</sup>**

**Tuesday September 19<sup>th</sup>**

**Tuesday October 17<sup>th</sup>**

**Tuesday November 21<sup>st</sup>**

**Tuesday December 19<sup>th</sup>**



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742

Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

## Resolution 2022-\_\_\_\_R 2023 Fee Schedule

	<b>Fees</b>
Land Division/Lot Line Adjustments	\$750 per application and first parcel plus \$150 for each additional parcel  There are no Lot Line fees for combining 2 or more parcels into 1 parcel
Conditional/Special Use/Variance Application	\$500 per application, plus escrow deposit, if required, to cover any additional expenses
Rezoning Change Request	\$500 per application, plus escrow deposit, if required, to cover any additional expenses
Planning Commission Site Plan Review	\$300 per application, plus escrow deposit, if required, to cover any additional expenses
Condominium Application	\$2500 per application, plus escrow deposit, if required, to cover any additional expenses
Planned Unit Development (PUD) Application	\$2500 per application, plus escrow deposit, if required, to cover any additional expenses
Conditional Use for Mining	\$5000 per application, plus escrow deposit, if required, to cover any additional expenses
<b><i>Fee for Requesting a Special Meeting</i></b>	\$1000 per application for expedited meeting
<b>Zoning Plan Reviews</b>	
Site Plan Review (New House)	\$250 per site plan
Site Plan Review (Addition/renovation/Zoning Review)	\$100 per site plan
Fence/Pool/Structure under Plan Review	\$25 per site plan
<b>Building Permits</b>	
Inspection Fees are determined by the State of Michigan's Bureau of Construction Codes Permit and Inspection Fee Schedule.	
Construction Board of Appeal Petition - \$350.00	
*** Double the cost of permit/reviews for any project starting without Permit/Zoning Site Plan/Review	
*** Minimum permit - \$25.00	
*** \$50.00 fine for not obtaining inspections at specified times	



**Motion by:** Phil Egert

**Second by:** Tony Floyd

**Roll Call Vote:** Egert Y, Floyd Y, Flowers Y, Renken Y

**Motion Carried:** Yes

### **Certification**

I hereby certify that the foregoing is a true and accurate copy of a resolution agreement adopted by Milton Township at a meeting held on December 20<sup>th</sup>, 2022 at the Milton Township Hall and that notice of said meeting was made and given in accordance with the provisions of the Michigan Open Meetings Act.

December 20<sup>th</sup>, 2022

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Tony Floyd, Clerk



# *Milton Township*

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

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## **2023 Holiday Schedule**

<b>New Year's Day</b>	<b>Monday, January 2</b>
<b>Martin Luther King Day</b>	<b>Monday, January 16</b>
<b>Presidents' Day</b>	<b>Monday, February 20</b>
<b>Good Friday</b>	<b>Friday, April 7</b>
<b>Memorial Day</b>	<b>Monday, May 29</b>
<b>Independence Day</b>	<b>Tuesday, July 4</b>
<b>Labor Day</b>	<b>Monday, September 4</b>
<b>Veterans' Day (Observed)</b>	<b>Friday, November 10</b>
<b>Thanksgiving</b>	<b>Thursday, November 23</b>
<b>Day after Thanksgiving</b>	<b>Friday, November 24</b>
<b>Christmas Eve (Observed)</b>	<b>Friday, December 22</b>
<b>Christmas Day</b>	<b>Monday, December 26</b>
<b>New Year's Eve (Observed)</b>	<b>Friday, December 29</b>



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## 2023 Milton Poverty Exemption Income Guidelines and Asset Test

To be eligible, a person shall do all of the following on an annual basis:

1. Be an owner of and occupy as a homestead the property for which an exemption is requested.
2. File a Milton Township Poverty Exemption Form with the supervisor or board of review using the Milton Township Poverty Exemption Application supplied by Milton Township, accompanied by federal and state income tax returns for all persons residing in the homestead, including property tax credit returns filed in the immediately preceding year or in the current year as well as any additional information as set forth in the Poverty Exemption Application. A Poverty Exemption Affidavit (4988) can be filed instead of the tax return if the person is not required to file a federal or state income tax return for the current or preceding year.
3. Produce a valid driver's license or other form of identification if requested.
4. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
5. Meet the federal poverty income guidelines as defined as and determined annually by the United States Office of Management and Budget.

## 2023 Federal Poverty Guidelines

Persons in a family/household	Poverty Guidelines
1	\$13,590
2	18,310
3	23,030
4	27,750
5	32,470
6	37,190
7	41,910
8	46,630
For families/households with more than 8 persons, add \$4,720 for each additional person	



## Meet additional eligibility requirements as determined by the township board, including:

1. The maximum value of assets eligible for the exemption is \$30,000.
2. The following items do not count towards the maximum value of assets:
  - a. Principal primary residence
  - b. One motor vehicle for each licensed driver residing full time at the property in an amount not to exceed \$15,000 in value.
3. The following items will count towards the maximum value of assets (this is not to be considered an exhaustive list):
  - a. Additional land than the minimum “footprint” for the home or additional land than the minimum zoning requirement for the property, whichever is greater.
  - b. A second home
  - c. Vehicles
  - d. Recreational vehicles
  - e. Buildings other than the residence
  - f. Jewelry
  - g. Antiques
  - h. Artworks
  - i. Equipment
  - j. Other personal property of value
  - k. Bank accounts over \$2,500
  - l. Stocks

The Board of Review shall approve or deny the request for the poverty exemption. The Board of Review is required to follow the policy and guidelines adopted by the local assessing unit in granting or denying a poverty exemption. **The Board of Review is not permitted to deviate from the adopted policy and guidelines** (this is a change to the law in PA 253 of 2020).

Poverty exemption applications can be heard at the March, July, or December Board of Review. However, there can only be **one** Board of Review decision for a specific calendar year; a subsequent Board of Review cannot reconsider a decision already made that year. For example: if an application is denied at the March Board of Review, it may not be reheard by the July or December Board of Review during the same calendar year.

Starting in 2021, to request a poverty exemption, a taxpayer must file:

1. Form 5737 *Application for MCL 211.7u Poverty Exemption*
2. Form 5739 *Affirmation of Ownership and Occupancy to Remain Exempt by Reason of Poverty*



# Sales and Service

MISHAWAKA IN BRANCH  
3025 NORTH HOME STREET  
MISHAWAKA, IN 46545  
Phone: 574-252-2154

## PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
MILTON TOWNSHIP 32097 BERTRAND Niles, MI 49120	Contact: Cori Buchar Phone: 269 591-7979 Fax: 269 684-1743 Cust Id: 515602	Quote Date: 30-NOV-22 Quote Expires: 28-FEB-23 Quote Num: 182875 Quoted By: Carla Figueroa Quote Term: 5 Year(s)

### Site Information

1	MILTON TOWNSHIP	32097 BERTRAND ST	NILES	MI	49120
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Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
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1	A140620383	ONAN	GGHE	GGHE	A140620383	ST
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Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	A140620383	FULL PM SERVICE (FS)	3	385.47	1,156.41
		FULL SVC AND BATTERY REPL	2	547.23	1,094.46
		INSPEC SVC W/SAMPLE	5	245.51	1,227.55

### \*\*\*Generator Planned Equipment Maintenance Quote\*\*\*

- Based on previous PM schedule, services are tentatively scheduled for:  
Full Maintenance Service- December 2022(TBD), 2024, & 2025  
Full Maintenance Service with battery replacement- December 2023 & 2026  
Maintenance Inspection with oil sample- June 2023, 2024, 2025, 2026, & 2027

Note: Battery replacement is performed every third year according to anniversary date. Last replacement was 2020

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:  
carla.figueroa@cummins.com (preferred) or 445-787-3057

### \*\*\*Payment Info\*\*\*

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

Purchase order bill must be made out to Cummins Inc. or Cummins Sales and Service PO# \_\_\_\_\_  
W9 available upon request.

### \*\*\*Auto Renewal Option\*\*\*

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

#### Opt-in to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

For any questions regarding your account or additional sales opportunities:

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022





# Sales and Service

## PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
MILTON TOWNSHIP 32097 BERTRAND Niles, MI 49120	Contact: Cori Buchar Phone: 269 591-7979 Fax: 269 684-1743 Cust Id: 515602	Quote Date: 30-NOV-22 Quote Expires: 28-FEB-23 Quote Num: 182875 Quoted By: Carla Figueroa Quote Term: 5 Year(s)

### **Territory Manager Contact Information:**

Jillian Wippel  
Phone: 260-241-1718  
Email: jillian.wippel@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization. PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

<b>Standard Agreement Amount</b>	<b>\$3,478.42</b>
<b>Taxes</b>	<b>\$30.54</b>
<b>Proposal Total</b>	<b>\$3,508.96</b>

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

### **Customer Approval**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### **CUMMINS INC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price thereof.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims')), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022

# Generator

## Planned Equipment Maintenance

### INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

#### BATTERIES AND BATTERY CHARGER

- Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- Visually inspect wiring, connections and insulation
- Record battery charging functions
- Record battery information
- Record battery condition test

#### FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/containment basin
- Inspect day tank and controls (if applicable)
- Optional - fuel sample for laboratory analysis\*

#### COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional - Coolant sample for laboratory analysis\*

#### LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- Visually inspect engine oil lines and connections
- Record oil level
- Optional - Oil sample for laboratory analysis\*

#### GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- Visually inspect all accessory components and wiring
- Visually inspect and test lighting indicators

#### INTAKE AND EXHAUST SYSTEMS

- Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional – Air filter replacement\*
- Optional - Clean crankcase breather or replace filters\*

#### GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

#### TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

#### AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

#### SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

## FULL SERVICE

INCLUDES INSPECTION

#### OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

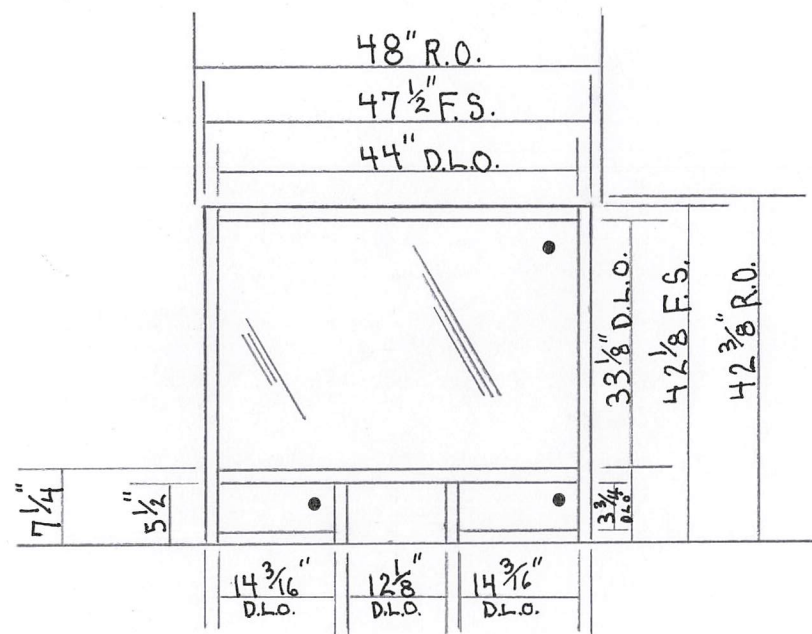
#### LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

\* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



Milton Township Hall-Exchange window-Opening  $12\frac{1}{8}" \times 5\frac{1}{2}"$

Framing  $1\frac{3}{4}" \times 4\frac{1}{2}"$  flush glaze-center pocket

Finish: Clear finish anodized, Glass  $\frac{1}{4}"$  clear safety glass (3) pieces,





1770 Mayflower Rd  
Niles, MI 49120

Phone (269) 697-8340

Fax (269) 697-8348

## QUOTATION SUMMARY AND CONFIRMATION

TO: Milton Township Hall  
ATTN: Cori Buchar-Administrative Assistant

OUR ESTIMATE NO. E- 11-2922A

DATE: 11/29/2022

PROJECT: Exchange window.

**CONSISTING OF OUR:**

**(1) 3'-11-1/2" x 3'-6-1/8" exchange window.**

**(3) pieces of 1/4" clear safety glass.**

**Framing 1-3/4" x 4-1/2" flush glaze.**

**ALL FOR THE SUM OF .....\$1,255.00**

**THIS QUOTE DOES NOT INCLUDE FREIGHT**

**FINISH TO BE: Clear finish anodized ANO-204AE**

QUOTED BY: Mike Leets

**ALTERNATES OR COMMENTS: Shop drawings are free.**

**Separate Price for tear out and installation by Jason Rodewald.**

**Jason Rodewald-Cross Aluminum certified installer.**

**4540 West 200 North**

**Anderson, IN.**

**Ph. 765-617-2442 Email: jtrode22@yahoo.com**

**EXCLUSIONS: THIS PROPOSAL DOES NOT INCLUDE TAXES,  
FREIGHT, TEAR OUT & INSTALLATION,**

**EXPIRES 30 DAYS AFTER DATE OF THIS PROPOSAL**

**TERMS: 1% 10, NET 30, 1 1/2% CHARGE PER MONTH AFTER 30  
DAYS**

**DATE:**

**SIGNATURE:**



Cori

I'm Jason Rodewald and I was given your information from Mike Leets with Cross Aluminum to quote the pass through window to be installed.

For me to install the frame and glass and caulk will be \$300.

If there is any questions you may have please don't hesitate to ask.

Thank you for your consideration



Elizabeth Ferra  
2121 Directors Row  
Indianapolis, IN  
46241  
Phone : 3174911489

#### Customer Information

**BILL TO:**

MILTON TOWNSHIP  
32097 BERTRAND ST  
NILES, MI  
49120 USA  
Phone : (269) 684-7262

**SERVICE LOCATION:**

MILTON TOWNSHIP  
32097 BERTRAND ST  
NILES, MI  
49120 USA  
Phone : (269) 684-7262

#### Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Recommended	Total Price
MILTON TOWNSHIP	Lawn Service	1	Early Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control		\$99.52
MILTON TOWNSHIP	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		\$99.52
MILTON TOWNSHIP	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$99.52
MILTON TOWNSHIP	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$99.52
MILTON TOWNSHIP	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		\$99.52
MILTON TOWNSHIP	Grub Preventative	10	Preventative treatment for sub-surface grub activity		\$99.52
MILTON TOWNSHIP	Lime Application	10			\$99.52

Subtotal: \$696.64  
Total Sales Tax Amount: \$0.00  
Grand Total: \$696.64

Description:

#### Standard Terms and Conditions

- Term.** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
- Price increases.** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.



3. **Payment Terms.** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. **Check processing policy ACH.** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. **Termination.** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. **Sale of Property.** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. **LIABILITY.** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. **Duty to Inspect.** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. **No Warranties.** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. **Force majeure.** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party: provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. **No assignment.** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. **Watering, Cultural Practices.** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. **Modification of program.** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

15. **Insects and Borers.** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.

16. **Authorization to provide Service.** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. **MANDATORY ARBITRATION.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. **CLASS ACTION WAIVER.** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_

REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AUTHORIZED AGENT/CUSTOMER

*9. Does the assessing district comply with MCL 211.44(4) in respect to any property tax administration fee collected under section MCL 211.44? MCL 211.10g(1)(g)..... Yes / No*

Michigan Compiled Laws say--

MCL 211.44(3) "A property tax administration fee is defined as a fee to offset costs incurred by a collecting unit in assessing property values, in collecting the property tax levies, and in the review and appeal processes."

And---

MCL 211.44(4) "The governing body of a local property tax collecting unit may waive all or part of the property tax administration fee or the late penalty charge, or both. A property tax administration fee collected by the township treasurer shall be used only for the purposes for which it may be collected as specified by subsection (3) and this subsection."

# MILTON TOWNSHIP

Budget vs. Actuals: FY2023 (APR22 - MAR23) - FY23 P&L

April 2022 - March 2023

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
101 General Fund Revenues			
A TAXES			
430 Milton Allocated	11,597.26	145,000.00	-133,402.74
447 Summer	18,513.54	4,200.00	14,313.54
450 Admin Fee	10,837.05	40,000.00	-29,162.95
<b>Total A TAXES</b>	<b>40,947.85</b>	<b>189,200.00</b>	<b>-148,252.15</b>
B LICENSES & PERMITS			
477 Building	34,200.00	14,000.00	20,200.00
477.1 Electrical	17,458.20	9,000.00	8,458.20
477.2 Mechanical	16,059.80	8,500.00	7,559.80
477.3 Plumbing	17,631.35	4,200.00	13,431.35
<b>Total B LICENSES &amp; PERMITS</b>	<b>85,349.35</b>	<b>35,700.00</b>	<b>49,649.35</b>
C STATE GRANTS & SHRED REVENUE			
574 State Grants & Shared Revenue	228,875.00	175,535.00	53,340.00
<b>Total C STATE GRANTS &amp; SHRED REVENUE</b>	<b>228,875.00</b>	<b>175,535.00</b>	<b>53,340.00</b>
D CHARGES FOR SERVICES			
628 Zoning	15,932.00	14,000.00	1,932.00
<b>Total D CHARGES FOR SERVICES</b>	<b>15,932.00</b>	<b>14,000.00</b>	<b>1,932.00</b>
E RENTALS			
669 Room Rentals	10,000.00	10,000.00	0.00
<b>Total E RENTALS</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>0.00</b>
F OTHER REVENUES	0.00		0.00
472 Comcast	31,296.62	23,000.00	8,296.62
665 Interest	1,904.43	1,000.00	904.43
676 Other Revenues	6,102.41		6,102.41
678 Reimbursement-Elections	1,423.54	3,000.00	-1,576.46
<b>Total F OTHER REVENUES</b>	<b>40,727.00</b>	<b>27,000.00</b>	<b>13,727.00</b>
F ARPA			
101-xx-xx ARPA	206,391.90	205,000.00	1,391.90
<b>Total F ARPA</b>	<b>206,391.90</b>	<b>205,000.00</b>	<b>1,391.90</b>
<b>Total 101 General Fund Revenues</b>	<b>628,223.10</b>	<b>656,435.00</b>	<b>-28,211.90</b>
210 Ambulance Income Accounts			
210-000-451 Ambulance Fund Income (SMCAS)		33,740.00	-33,740.00
<b>Total 210 Ambulance Income Accounts</b>		<b>33,740.00</b>	<b>-33,740.00</b>
213 Edwardsburg Fire Fund Revenue			
213-000-451 Fire Fund Income (Edwardsburg)		67,680.00	-67,680.00
<b>Total 213 Edwardsburg Fire Fund Revenue</b>		<b>67,680.00</b>	<b>-67,680.00</b>
214 Niles Fire Fund Revenue			
214-000-451 Fire Fund Income (Niles)		100,232.00	-100,232.00
<b>Total 214 Niles Fire Fund Revenue</b>		<b>100,232.00</b>	<b>-100,232.00</b>

# MILTON TOWNSHIP

Budget vs. Actuals: FY2023 (APR22 - MAR23) - FY23 P&L

April 2022 - March 2023

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
<b>Total Income</b>	<b>\$628,223.10</b>	<b>\$858,087.00</b>	<b>\$ -229,863.90</b>
<b>GROSS PROFIT</b>	<b>\$628,223.10</b>	<b>\$858,087.00</b>	<b>\$ -229,863.90</b>
<b>Expenses</b>			
101 General Fund Expenditures	356,391.90		356,391.90
<b>A TOWNSHIP BOARD</b>			
101-136.5 Building Note Payment		128,345.00	-128,345.00
101-136.6 Extra Bldg. Note Payment		8,000.00	-8,000.00
101-702 Trustee Salary	4,430.00	5,980.00	-1,550.00
101-710 Salary-AA	36,040.73	45,000.00	-8,959.27
101-710.1 Secretary Wages	4,117.94	7,000.00	-2,882.06
101-725.1 Amb/Fire Board Meet		720.00	-720.00
101-725.2 NATS Meetings		200.00	-200.00
101-725.3 FOIA Expense		20.00	-20.00
101-726 Office Expense	3,313.31	5,000.00	-1,686.69
101-728 Postage Expense	2,239.43	4,500.00	-2,260.57
101-813 MTA Dues	3,663.57	3,500.00	163.57
101-813.1 NATS Membership		1,850.00	-1,850.00
101-850 Computer/Software/Equipment	7,343.69	5,000.00	2,343.69
101-861.2 Committee Mileage & Training		2,000.00	-2,000.00
101-900 Publications Exp.	445.46	2,000.00	-1,554.54
101-901 Legal Notices	747.07	1,000.00	-252.93
171-802 Training	125.00	400.00	-275.00
<b>Total A TOWNSHIP BOARD</b>	<b>62,466.20</b>	<b>220,515.00</b>	<b>-158,048.80</b>
<b>B SUPERVISOR</b>			
171-702 Salary	12,023.00	16,900.00	-4,877.00
171-702.1 Deputy		500.00	-500.00
<b>Total B SUPERVISOR</b>	<b>12,023.00</b>	<b>17,400.00</b>	<b>-5,377.00</b>
<b>C ELECTIONS</b>			
262-705 Wages Elect Inspec	3,787.25	6,000.00	-2,212.75
262-726 Election - Supplies	5,460.66	3,900.00	1,560.66
262-901 Legal Notices	141.12	450.00	-308.88
262-931.1 Elect Mach Progm		1,200.00	-1,200.00
262-933 Elect Machine Maint		400.00	-400.00
262-975 Elec Meal Reimb	777.50	400.00	377.50
<b>Total C ELECTIONS</b>	<b>10,166.53</b>	<b>12,350.00</b>	<b>-2,183.47</b>
<b>D CLERK</b>			
215-702 Salary	18,949.00	23,400.00	-4,451.00
215-702.1 Deputy Wages	2,170.63	3,000.00	-829.37
215-xx-xx Record Digitalization	870.71	5,000.00	-4,129.29
<b>Total D CLERK</b>	<b>21,990.34</b>	<b>31,400.00</b>	<b>-9,409.66</b>
<b>E ACCOUNTING EXPENSES</b>			
192-802 Accounting Fees	7,500.00	11,000.00	-3,500.00



# MILTON TOWNSHIP

Budget vs. Actuals: FY2023 (APR22 - MAR23) - FY23 P&L

April 2022 - March 2023

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
<b>Total E ACCOUNTING EXPENSES</b>	<b>7,500.00</b>	<b>11,000.00</b>	<b>-3,500.00</b>
F BOARD OF REVIEW			
247-725 Wages		2,000.00	-2,000.00
247-731 Publications		100.00	-100.00
247-802.1 BOR Training		628.00	-628.00
247-861 Mileage		75.00	-75.00
247-864 Meals	56.58	150.00	-93.42
247-901 Legal/Notices		120.00	-120.00
<b>Total F BOARD OF REVIEW</b>	<b>56.58</b>	<b>3,073.00</b>	<b>-3,016.42</b>
G TREASURER			
101-253-702 (Salary)	15,398.00	21,450.00	-6,052.00
101-253-702.1 (Deputy Wages)	1,797.38	2,500.00	-702.62
253-734 Service Fees	562.18	50.00	512.18
253-861 Mileage		50.00	-50.00
253-900 Tax Roll Printing	6,877.97	6,200.00	677.97
<b>Total G TREASURER</b>	<b>24,635.53</b>	<b>30,250.00</b>	<b>-5,614.47</b>
H ASSESSOR			
257-815.1 Assessor Software	340.00	2,100.00	-1,760.00
257-817 Assessor Wages	22,112.00	30,000.00	-7,888.00
Assessment Notice Postage Expense		1,200.00	-1,200.00
<b>Total H ASSESSOR</b>	<b>22,452.00</b>	<b>33,300.00</b>	<b>-10,848.00</b>
I TOWNSHIP HALL			
265-850 Internet & Telephone	3,696.99	3,000.00	696.99
265-921.2 Electric	12,092.18	6,200.00	5,892.18
265-923.1 Gas	578.11	1,000.00	-421.89
265-931.3 Mowing & Snow Removal	9,734.75	12,000.00	-2,265.25
265-931.4 TH Cleaning	5,374.13	8,000.00	-2,625.87
265-933.2 Maintenance	6,757.56	4,000.00	2,757.56
265-955 Security	51,130.02	4,200.00	46,930.02
<b>Total I TOWNSHIP HALL</b>	<b>89,363.74</b>	<b>38,400.00</b>	<b>50,963.74</b>
J RENTAL EXP.			
265-710 Event Manager Pay	1,416.46	4,500.00	-3,083.54
265-710.1 Event Security	525.00	800.00	-275.00
265-726 Supplies	855.25	500.00	355.25
265-970 Equipment		500.00	-500.00
<b>Total J RENTAL EXP.</b>	<b>2,796.71</b>	<b>6,300.00</b>	<b>-3,503.29</b>
K WEATHER SIRENS			
523-921.2 Electric	966.22	1,800.00	-833.78
523-934 Siren Maint.		1,400.00	-1,400.00
<b>Total K WEATHER SIRENS</b>	<b>966.22</b>	<b>3,200.00</b>	<b>-2,233.78</b>
L ATTORNEY COSTS			

# MILTON TOWNSHIP

Budget vs. Actuals: FY2023 (APR22 - MAR23) - FY23 P&L

April 2022 - March 2023

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
266-826 Legal	1,023.00	10,000.00	-8,977.00
<b>Total L ATTORNEY COSTS</b>	<b>1,023.00</b>	<b>10,000.00</b>	<b>-8,977.00</b>
M INSPECTORS			
371-702.3 Mechanical	12,260.00	6,800.00	5,460.00
371-724 Electrical	12,784.80	7,200.00	5,584.80
371-724.2 Building	36,367.80	61,200.00	-24,832.20
371-724.3 Building Maintenance		2,400.00	-2,400.00
371-724.4 Plumbing	5,550.40	3,360.00	2,190.40
<b>Total M INSPECTORS</b>	<b>66,963.00</b>	<b>80,960.00</b>	<b>-13,997.00</b>
N ROADS & MUP			
446-969 Roads & MUP	97,499.09	200,000.00	-102,500.91
446-970 Roundabout		30,000.00	-30,000.00
<b>Total N ROADS &amp; MUP</b>	<b>97,499.09</b>	<b>230,000.00</b>	<b>-132,500.91</b>
O STREET LIGHTS			
448-921.2 Street Lights	5,928.72	15,000.00	-9,071.28
<b>Total O STREET LIGHTS</b>	<b>5,928.72</b>	<b>15,000.00</b>	<b>-9,071.28</b>
P Spring Cleaning			
528-956 Spring Clean	1,562.21	4,000.00	-2,437.79
<b>Total P Spring Cleaning</b>	<b>1,562.21</b>	<b>4,000.00</b>	<b>-2,437.79</b>
Q PLANNING COMMISSION & ZBA			
701-725 PC Wages	2,825.75	5,000.00	-2,174.25
701-812 Consultants		3,000.00	-3,000.00
701-826 Legal	522.00	2,000.00	-1,478.00
701-901 Notices		500.00	-500.00
<b>Total Q PLANNING COMMISSION &amp; ZBA</b>	<b>3,347.75</b>	<b>10,500.00</b>	<b>-7,152.25</b>
R ZONING			
702-705.2 Salaries	14,875.00	21,000.00	-6,125.00
702-861.2 Mileage	133.97	500.00	-366.03
702-970 Cell Phone	250.00	600.00	-350.00
<b>Total R ZONING</b>	<b>15,258.97</b>	<b>22,100.00</b>	<b>-6,841.03</b>
S PARK & RECREATION			
751-931 Maintenance	1,522.00	30,000.00	-28,478.00
<b>Total S PARK &amp; RECREATION</b>	<b>1,522.00</b>	<b>30,000.00</b>	<b>-28,478.00</b>
T OTHER			
301.832 Sheriff Patrol	12,829.00	10,000.00	2,829.00
850-822 FICA - Match		600.00	-600.00
850-822.1 Pension Match	20,348.26	36,600.00	-16,251.74
850-822.2 Medicare Match	3,832.05	5,500.00	-1,667.95
850-822.3 Pension Fees	270.00	800.00	-530.00
850-860 Payroll Expenses	2,788.49	4,000.00	-1,211.51
850-860.2 Employee Medical	7,352.65	8,500.00	-1,147.35

# MILTON TOWNSHIP

Budget vs. Actuals: FY2023 (APR22 - MAR23) - FY23 P&L

April 2022 - March 2023

		TOTAL	
	ACTUAL	BUDGET	OVER BUDGET
850-910 Insurance	13,655.10	15,500.00	-1,844.90
<b>Total T OTHER</b>	<b>61,075.55</b>	<b>81,500.00</b>	<b>-20,424.45</b>
<b>Total 101 General Fund Expenditures</b>	<b>864,989.04</b>	<b>891,248.00</b>	<b>-26,258.96</b>
210 Ambulance Fund Expenditures			
210-306-801 Professional Services (SMCAS)	2.31	33,740.00	-33,737.69
<b>Total 210 Ambulance Fund Expenditures</b>	<b>2.31</b>	<b>33,740.00</b>	<b>-33,737.69</b>
213 Edwardsburg Fire Fund Expenditures			
213-306-801 Professional Services (Edwardsburg)	6.55	67,680.00	-67,673.45
<b>Total 213 Edwardsburg Fire Fund Expenditures</b>	<b>6.55</b>	<b>67,680.00</b>	<b>-67,673.45</b>
214 Niles Fire Fund Expenditures			
214-306-801 Professional Services (Niles)		100,232.00	-100,232.00
<b>Total 214 Niles Fire Fund Expenditures</b>		<b>100,232.00</b>	<b>-100,232.00</b>
Payroll Expenses			
Taxes	2,955.48		2,955.48
<b>Total Payroll Expenses</b>	<b>2,955.48</b>		<b>2,955.48</b>
<b>Total Expenses</b>	<b>\$867,953.38</b>	<b>\$1,092,900.00</b>	<b>\$ -224,946.62</b>
NET OPERATING INCOME	<b>\$ -239,730.28</b>	<b>\$ -234,813.00</b>	<b>\$ -4,917.28</b>
Other Expenses			
Reconciliation Discrepancies	59,615.22		59,615.22
<b>Total Other Expenses</b>	<b>\$59,615.22</b>	<b>\$0.00</b>	<b>\$59,615.22</b>
NET OTHER INCOME	<b>\$ -59,615.22</b>	<b>\$0.00</b>	<b>\$ -59,615.22</b>
NET INCOME	<b>\$ -299,345.50</b>	<b>\$ -234,813.00</b>	<b>\$ -64,532.50</b>



# Milton Township

## General Fund Balance

Treasurer Flowers

11/30/22

<b>UFCU</b>		
Checking		\$239,990.33
Money Market		\$130,656.97
CD		\$150,302.44
<b>HUNTINGTON BANK</b>		
CD		\$40,034.36
<b>TCU</b>		
ARPA 2nd Issue		\$206,573.48
<b>HONOR CR UNION</b>		
ARPA 1st Issue		\$205,882.77
Escrow Funds		\$6,227.01
Transit Account for Credit Cards		\$0.00
Money Market		\$170,338.53
<b>1ST SOURCE</b>		
Money market		\$200,009.10
Petty Cash		\$92.97
Treasurers Cash Box		\$150.00
Secretary Cash Box		\$100.00
Admin Assistant Cash Box		\$200.00
Insurance Escrow	\$1.93	
Ambulance Account	\$2.31	
Fire Account	\$6.55	
Building Loan Balance		
ENDING BALANCE	<b>TOTAL</b>	<b>\$1,350,557.96</b>



# MILTON TOWNSHIP

Transaction List by Date  
November 16 - December 20, 2022

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
11/17/2022	3094	Michiana Finish Grade LLC	Minus \$128.50 due to previous month overpay.	101 General Fund Expenditures:I TOWNSHIP HALL:265-931.3 Mowing & Snow Removal	-636.50
11/28/2022	3095	Blue Cross Blue Shield of Michigan		101 General Fund Expenditures:T OTHER:850-860.2 Employee Medical	-764.25
11/28/2022	3096	Cass County Road Commission		101 General Fund Expenditures:N ROADS & MUP:446-969 Roads & MUP	-310.15
11/28/2022	3097	Election Source		101 General Fund Expenditures:C ELECTIONS:262-726 Election - Supplies	-116.00
11/28/2022	3098	FNBO		-Split-	-886.54
12/20/2022	3099	APEX Software		101 General Fund Expenditures:H ASSESSOR:257-815.1 Assessor Software	-340.00
12/20/2022	3100	Karri's Cleaning Service		101 General Fund Expenditures:I TOWNSHIP HALL:265-931.4 TH Cleaning	-800.00
12/20/2022	3101	Williams & Works		101 General Fund Expenditures:G TREASURER:253-734 Service Fees	-105.00
12/20/2022	3102	SMCAS		101 General Fund Expenditures:A TOWNSHIP BOARD:171-802 Training	-125.00
11/25/2022	ACH	Pitney Bowes	122.91	101 General Fund Expenditures:A TOWNSHIP BOARD:101-728 Postage Expense	-169.98
11/21/2022	ach			101 General Fund Expenditures:O STREET LIGHTS:448-921.2 Street Lights	-444.02
11/23/2022	ach	Indiana Michigan Power		101 General Fund Expenditures:O STREET LIGHTS:448-921.2 Street Lights	-157.41
11/30/2022	ach	Semco Energy		101 General Fund Expenditures:I TOWNSHIP HALL:265-923.1 Gas	-60.19
12/13/2022	ach	Midwest Energy & Communications		-Split-	-556.08
12/20/2022	ach	JOHN HANCOCK, USA		-Split-	-
					7,236.76



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

## ZONING PERMIT REPORT - 2022

• 2022-01 – Alec Dille, 70491 Anthony Way	New Home	\$1.7	01/04/22
• 2022-02 – Adam and Erin Raush, 70689 Broderick Way	Pole Barn		01/06/22
• 2022-03 – Robert Vanderheyden, 70857 Cambridge Ct.	New Home	\$400,000	01/13/22
• 2022-04 – Courtenay & Kemp Cunningham, 69770 Ironwood Dr.	New Home	\$1,371,700	01/20/22
• 2022-05 – Mark & Kerry Kramer, 71115 Grafalcon	New Home	\$879,000	02/22/22
• 2022-06 – Traditions Custom Builders, #29 Old Paddock Ct.	New Home	\$775,000	02/22/22
• 2022-07 – Innovated Tower Solutions, LLC, 31584 Redfield	Tower Upgrade		02/23/22
• 2022-08 – Craig & Sally Taelman, 71157 Rolling Ridge Ct.	New Home	\$1,002,700	03/08/22
• 2022-09 – Thomas & Brenda Hammond, 33911 Bell Road	Addition		03/17/22
• 2022-10 – Thomas & Rachel Lynch, 31545 Ardmore Drive	New Home	\$950,000	03/24/22
• 2022-11 – Brian & Erin French, 32022 Hidden Hills Dr.	New Home	\$860,000	03/24/22
• 2022-12 – Kevin M. Michalski, 32060 Bent Oak Trail	Pool	\$55,000	04/05/22
• 2022-13 – Maureen & Daniel Rousseve, 31452 Foxboro Ct.	New Home	\$1,022,500	04/12/22
• 2022-14 – Todd & Tamara Seiler, 68108 Anderson Rd.	Garage & Addition		04/12/22
• 2022-15 – Ryan & Jennifer Haas, 70563 Broderick Way	Garage		04/12/22
• 2022-16 – Justin & Alicia Grannell, 32170 Bent Oak Tr.	Deck		04/14/22
• 2022-17 – Daniel & Hayley Klauer, Anthony Way	New Home		04/19/22
• 2022-18 – Dave Thompson, 70880 Carter Ave	Pole Barn		04/26/22
• 2022-19 – Caroline & Michael Vasquez	New Home	\$1,193,400	05/10/22
• 2022-20 – Jason Stefaniak, 70073 Winding Pines	Garage & Breezeway		05/17/22
• 2022-21 – Jon Dosmann, Hideaway Lane, Lot B	New Home	\$730,000	05/17/22
• 2022-22 – Austin Rhodes, 70892 Ironwood Drive	Fence		05/26/22
• 2022-23 – Lawrence Sherwood, 70525 Ironwood	Fence		06/07/22
• 2022-24 – Joe & Jane Leaseburg, 71454 Song Sparrow Trl	Fence		06/16/22
• 2022-25 – Thomas Cook, 70503 Gumwood Rd	Solar Array		06/21/22
• 2022-26 – Melody Colburn, 33848 Shirley Dr.	Wooden Pavillion		06/21/22
• 2022-27 – Jerry Warner, 29425 Follmer	Pole Barn		07/05/22
• 2022-28 – Rusk Builders, 33227 Redfield St.	New home	\$290,000	07/05/22
• 2022-29 – Bill & Cristy Pratt, 71425 Kestrel Hills	Pool		07/07/22
• 2022-30 – Chad VanderWerf, 33618 US Hwy 12	Attached Steel Bldg		07/21/22
• 2022-31 – Mike Plummer, 33395 Redfield St.	Pole Barn		08/04/22
• 2022-32 – Dave Hofferberter, 68754 Alice Ln	Pole Barn		08/16/22
• 2022-33 – Keith Hatkevich, Darby Glen	New Home	\$650,000	08/18/22
• 2022-34 – Peter Miller, 71081 Rolling Ridge Ct.	Pool		08/23/22
• 2022-35 – Philip Wenzel, 70959 Cambridge Ct.	Pool		08/23/22
• 2022-36 – Jennifer Emerson, 30314 Redfield St.	Tennis Court/Fence		08/24/22
• 2022-37 – Tim and Angie Kay, 68741 Leet Rd.	New Home	\$415,000	09/13/22
• 2022-38 – Vince Samford, 30352 US 1 2	Pole Barn		09/13/22



# Milton Township

32097 Bertrand St., Niles, MI 49120 Phone (269)684-7262 Fax (269)684-1742  
Email: [milton@miltontwp.org](mailto:milton@miltontwp.org) Website: [www.miltontwp.org](http://www.miltontwp.org)

## ZONING PERMIT REPORT

• 2022-39 – Lee Nixon, 29731 Follmer St.	Pole Barn		09/27/22
• 2022-40 – Carter & Emily McCrea, 68702 Deer Path Ln	New Home	\$975,000	09/27/22
• 2022-41 – Jennifer & Bruce, 71049 Grafalcon Court	Swimming Pool		10/11/22
• 2022-42 – Russell McIntosh, 70907 Brush Rd.	Shed		10/11/22
• 2022-43 – Dave & Lori Penzenik, 71293 Laural Ridge Blvd	New Home	\$1,000,000	10/25/22
• 2022-44 – Robert & Kayle Leonard, 70570 Anthony Way	New Home	\$900,000	11/03/22
• 2022-45 – Sean McFarland, 71154 Conrad Rd.	ADU		11/03/22
• 2022-46 – Brian & Kelly Stanley, Lot #7 Anthony Way	New Home	\$2,250,000	11/29/22

• New Homes	19
• Garages	3
• Pole Barns	7
• Additions to home	2
• Additions to Accessory Building	1
• Sheds	1
• Swimming Pools	5
• Decks	1
• Fence	4
• Porch	
• Sign	
• Windmill & Gazebo	
• Storage Building, commercial	
• Carport	
• Solar Panels/ Array	1
• Portable Horse Shelter	
• Tower Upgrade	1
• Breezeway	1
• Pavilion	1
• Attached Steel Bldg	1
• Tennis Court	1