



10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

Supervisor Jason Negri Clerk Mike Dolan Treasurer Jennifer Daniels Trustees Chuck Menzies, Patricia Hughes, Nick Miller, Joanna Hardesty

BOARD OF TRUSTEES REGULAR MEETING

Tuesday, March 03, 2026 at 2:30 PM
Hamburg Township Hall Board Room

AGENDA

CALL TO ORDER

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD

CALL TO THE PUBLIC

CONSENT AGENDA

1. 2-17-2026 Regular Meeting Minutes
2. Parks & Rec - Info - Hamburg Community Clean Up Flyer - April 11, 2026
3. Parks & Rec - Park Use Application - Livingston Christian Schools - 2026 Seasonal Use - Soccer
4. Bills List(s) 03.03.2026

APPROVAL OF THE AGENDA

UNFINISHED BUSINESS

5. Closed Session - Discuss Written Legal Opinion

CURRENT BUSINESS

6. Engine 12 Repair
7. Payment of OSSI Fees
8. Preliminary Site Plan PSPA 26-0001
9. Parks & Rec - Park Use - East MI Panthers - Soccer Seasonal Use 2026
10. Parks & Rec - Over The Road Banner Request - HERO - Resolution
11. Parks & Rec - Speed Limit Reduction - HERO - Resolution
12. Parks & Rec - Park Use Application – Legacy Sports Complex – Lifewater Invitational – Soccer - May 1-3, 2026
13. Park Approval – Legacy Sports Complex/MI Alliance – GatorAde Invitational – August 21-23, 2026 – Manly Bennett Park West
14. Moving May 5, 2026 Regular Board Meeting

CALL TO THE PUBLIC

BOARD COMMENTS

ADJOURNMENT



10405 Merrill Road
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Supervisor Jason Negri Clerk Mike Dolan Treasurer Jennifer Daniels Trustees Chuck Menzies, Patricia Hughes, Nick Miller, Joanna Hardesty

BOARD OF TRUSTEES REGULAR MEETING

Tuesday, February 17, 2026 at 7:00 PM
Hamburg Township Hall Board Room

MINUTES

CALL TO ORDER

Dolan called the meeting to order at 7:00 pm.

Motion made by Menzies, Seconded by Hughes, due to the absence of Supervisor Negri, I move to appoint Clerk Dolan as the meeting Chairperson.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD

PRESENT

- Mike Dolan
- Jennifer Daniels
- Joanna Hardesty
- Patricia Hughes
- Chuck Menzies
- Nick Miller

ABSENT

- Jason Negri

CALL TO THE PUBLIC

A call was made with no response.

CONSENT AGENDA

Motion made by Miller, Seconded by Daniels, to approve the Consent Agenda as presented.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

1. 2-3-2026 Work-study Meeting Minutes
2. 2-3-2026 Regular Meeting Minutes
3. Approved MUC Meeting Minutes - December 9th, 2025
4. DPW Monthly Report - December 2025 & January 2026 Statistics
5. Public Safety Monthly Report January, 2026
6. BillsList(s) 02.17.2026
7. Township Events - Community Clean Up - April 11, 2026 - Event Flyer

APPROVAL OF THE AGENDA

Motion made by Hardesty, Seconded by Miller, to approve the Agenda as presented.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

UNFINISHED BUSINESS

8. Parks & Rec - Christmas In The Village - Project Report & Request for 2026 Funding

Motion made by Miller, Seconded by Menzies, to receive, publish and file the Christmas In The Village Project Report for 2025.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

9. Grant TF25-0213 - L.Trail Zukey Footbridge Restoration - Prime Professional Proposal

Motion made by Hardesty, Seconded by Daniels, to approve the Prime Professional IMEG proposal for Engineering Services of the Lakelands Trail Zukey Footbridge Renovation per the requirement of the Michigan DNR Trust-Fund Grant.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

10. Parks & Recreation Policies & Procedures – 2nd Reading

Motion made by Dolan, Seconded by Miller, to adopt the proposed Parks & Recreation Policies & Procedures with the minor typo corrections and that Section 6.0 includes that use during blackout may be permitted with the approval of the permit holder effective immediately.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

11. Police Special Revenue Fund Revised Deficit Elimination Plan – Resolution

Motion made by Hardesty, Seconded by Menzies, to approve the Resolution for the Police Special Revenue Fund Deficit Elimination Plan as presented.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

CURRENT BUSINESS

12. Downing Drive - Road Maintenance Contract Bid Results

Motion made by Daniels, Seconded by Menzies, to award a new 2-year road maintenance service contract beginning March 18th, 2026, through March 17th, 2028, to Alan's Asphalt Maintenance, Inc. for the Downing Drive road maintenance district.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

13. Parks & Rec - Park Use App - Livingston County Catholic Charities 5K Run/Walk - June 14, 2026

Motion made by Dolan, Seconded by Hardesty, to approve of the application from Livingston County Catholic Charities as submitted, with the contingency that the organization work with the Township Coordinator to locate a suitable route which will not interfere with Hamburg Fun Fest set-up activities, and that the Certificate of Insurance be updated to name Hamburg Township as Additional Insured, that public safety be made aware of the event once the route is confirmed, and that all requested information be provided to the Clerk's Department to their satisfaction and to waive all park use fees due to the fund-raising nature of the event.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

14. Closed Session - Performance Review Update

Motion made by Dolan, Seconded by Miller, to go into Closed Session to complete a performance review that was requested by a staff member and that it be performed in Closed Session.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

Closed Session began at 7:36 pm

Returned to Open Session at 8:01

Motion made by Miller, Seconded by Daniels, to proceed as discussed following the Personnel Committee's recommendation regarding wage, job descriptions and to document it and place it in the Personnel File.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

15. Accounting Department

Motion made by Miller, Seconded by Daniels, to add a 2nd Full-time Grade 7 to the Accounting Department & on the Organizational Chart and to direct Clerk Dolan to advertise & fill the position.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

CALL TO THE PUBLIC

A call was made with no response.

BOARD COMMENTS

ADJOURNMENT

Motion made by Menzies, Seconded by Dolan, to adjourn.

Voting Yea: Dolan, Daniels, Hardesty, Hughes, Menzies, Miller

Meeting adjourned at 9:17 pm

Respectfully submitted,



Courtney Paton
Recording Secretary



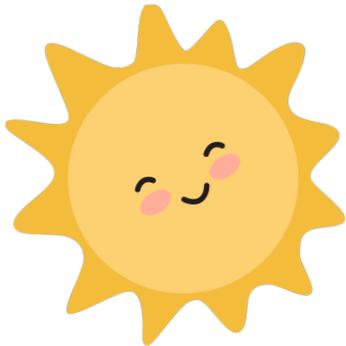
Mike Dolan
Township Clerk

DRAFT

Got stuff to get rid of? Want to Volunteer? **Join** Item 2.

Hamburg Township invites its residents to RECYCLE, REDUCE and REUSE!

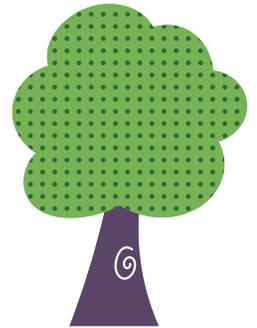
Hamburg Township Clean-up Event



Saturday, April 11, 2026

9 a.m. to 3 p.m.

(Shredding is 9 a.m. to Noon)



Staging location: **Manly Bennett Park West (Disc Golf Entrance)**

Across from: **10405 Merrill Road, Whitmore Lake, MI 48189**

PADNOS Recycling: Accepting scrap metal/appliances/metal pieces
No plastic/glass, No sealed tanks (propane, gas, sealed barrels),
No lead acid batteries, TVs or Monitors.

Monroe's Rubbish: No construction materials, hazardous or household waste allowed. No liquids or paints. We will be taking tires, but must be limited to 4 per household. Rims are acceptable for recycling.

Compost bin: Will be available for small branches, yard waste and leaves.
Please bag your yard waste in paper bags.

ElectroCycle: On-site Shredding from 9 to Noon ONLY

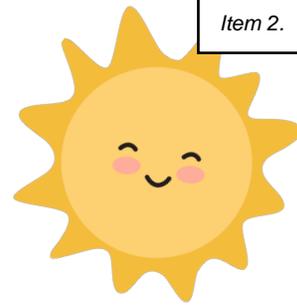


**Follow us on Facebook, look for
Hamburg Parks and Recreation for updates!**

**For more information: clerk@hamburg.mi.us or (810)222-1124
or head to our website www.hamburg.mi.us**



Clean-up Event Info Sheet



Metal recycling:

Steel – items like appliances, bed frames, furnaces, tractors

Cast Iron – sinks, tubs, brake drums, and rotors

Copper – items like wire, cable, tubing, radiators

Aluminum – items like lawn furniture, radiators

Electronics – items like laptops, PCs, memory, RAM, chips

Stainless Steel

Car Batteries

Zinc

**Brochures for Livingston County
Hazardous Waste will be available
outlining their collection dates for
hazardous waste and electronics.**

Paper Shredding:

Documents should be in boxes or paper bags in the trunk of your vehicle for easier access. All boxes are returned after we dump documents in the container for shredding.

Accepted:

- Documents in Binders, file folders, and hanging files. Paperclips, binder clips, and staples can stay intact and go through the shredder.
- Accordion style file folders and Manila Folders/Envelopes
- Thin cardboard envelopes
- Checkbooks
- Spiral-bound notebooks
- Paperback books

Not Accepted:

- Wet, damp, or dried moldy paper
- CDs/DVDs
- Lighters, Glass, Any flammable items
- Steel, Plastic
- Hardcoverd books

Tires:

- 4 per household - Rims are acceptable



**Park/Sports Fields/Trail Clean-up also!
Volunteers Needed! Sign up today!**



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P.O. Box 157
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TO: Hamburg Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: February 25, 2026

AGENDA ITEM TOPIC: Livingston Christian Schools – 2026 Seasonal Use of Soccer Fields – Primary H6

Number of Supporting Documents: **1 – Park Use Packet**

Requested Action

Approve the Park Use Application for Livingston Christian Schools, as outlined in application dated 2/6/26, for 2026 soccer season activities, with fields to be scheduled through the Parks Department, subject to Blackout Dates and construction schedule, contingent that the Clerk Department is provided all requested documents to their satisfaction, and that the applicant be charged the rate for field use as outlined in the Administrative Fee Schedule.

Background

This applicant has been playing on our fields since 2019, and works well with the other groups who actively use the fields. The dates of their games/practices have already been entered into the calendar, primarily on field H6.

They have been made aware of the upcoming construction, the closure of field H8, and will be advised of all Blackout Dates which prohibit them from using the fields. They have been patient as we transitioned from volunteer-maintained fields to the Township taking a more active role, sometimes assisting with striping or making repairs to nets over the years.

Park fee revenues in 2024 for this user were approximately \$1,287.00, at a \$35.00 rate per field, for a 2-hour timeframe. 2025 they were \$1,330.

Motion made at Parks & Rec Committee meeting 2/24/26:

Motion by Miller, approved by Michniewicz, to recommend approval of the Park Use Application for Livingston Christian Schools, as outlined in application dated 2/6/26, for 2026 soccer season activities, with fields to be scheduled through the Parks Department, subject to Blackout Dates and construction schedule, contingent on the following:

- **The Clerk Department be provided all requested documents to their satisfaction**
- **That applicant be charged the rate for field use as outlined in the Administrative Fee Schedule**

Motion Carried

Ayes - 3



Hamburg Township Manly Bennett Park
Park Use Application

P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157
(810) 231-1000 Office X-218
(810) 231-4295 Fax

Item 3.

And Release of Liability & Indemnification Agreement
(Application must be submitted 60 days before requested use)

Applicant Information:

Event Sponsor (or name if family or individual use): Livingston Christian Schools

Name of Event: LCS Soccer

Type of Event: Boys/Girls Soccer Practices & Games Park Use Category #: 4 - Event Use

Applicant Name: Livingston Christian Schools

Date(s) of Event: April-May2026, July-Oct2026 Time(s) of Event: Typical 4:00-7:00pm *To schedule w/ Parks*

Applicant Address: 7669 Brighton Rd. Suite or Apt #: _____

Applicant City: Brighton State: MI Zip: 48116

Contact Person (present during use): Jason Stiles

Contact's Affiliation with Applicant: LCS Athletics Dept.

Contact's Phone: 517.861.6431 Contact's E-Mail: jstiles@livingstonchristianschools.org

Event Co-applicant, if any: _____

All Co-applicants must also sign all applications and waivers.
Co-applicant relationship to Applicant: _____

Co-applicant's phone: _____

Insurance Information:

Insurance Carrier: Certificate on File with Township

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: _____ Expiration Date: 6/1/2026

Limit of General Liability: _____ Occurrence _____ Aggregate _____

Umbrella Coverage Limit (if any): _____ Occurrence _____ Aggregate _____

Event Description: *(any information that doesn't pertain to your event please indicate not applicable)*

Please describe the event you propose to host: Boys/Girls Soccer Practices & Games

Total Number of participants/spectators/guests anticipated during event: 20-100

Average of participants/spectators/guests anticipated at any given time: 20-100

Site of Proposed Event; include all areas of the parklands that will be used: Soccer Fields (primary use on Field H6)

Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect

Will there be camping and trailer facilities? If so, are overnight stays anticipated: No

Number of Volunteers: 2-3 Are Volunteers trained?: Yes
Please attach copy of Volunteer Handbook if applicable

Will tents be used?: Yes If so, please indicate locations: Normally just 2-3 tents
for use with team tents and possible concession tent located at the field of play.

Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.

Will admission be charged? If so, how much: No

Parking fee charged? If so, how much: No Valet service available? No

Will Food/Beverages be served? If so, types of food and name of persons serving: _____
Possible concessions tent during games with pop, water, candy, and potential grilled items.

For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be any animals present? If so, describe: No

Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be a need for vehicles to be used on Township grounds? If so, describe: No

Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event.

Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so, describe: No

Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.

Specific services required from the Township, if any: N/A

Other information regarding your event that you feel may be helpful: _____

Organized Sports and/or Sporting Events:

Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other

If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any:

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations.

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims: The applicant hereby releases Hamburg Township, Its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

Initials: JB

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

Initials: JB

Applicant's Signature: [Signature] Date: 2/4/26

Co- applicant's Signature: _____ Date: _____

Parks Coordinator: [Signature] Date: 2/19/26

For office use only

Comments: Subject to Blockout Dates

Meeting Approval Dates: 2/2/26 Parks & Recreation N/A Public Safety _____ Township Board _____

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) **06/06/2025** Item 3.

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

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

PRODUCER Trust Shield Insurance Group 452 N. Grand PO Box 699 Schoolcraft MI 49087	CONTACT NAME: Wendy Alley PHONE (A/C, No, Ext): (269) 679-4918 FAX (A/C, No): (269) 679-2306 E-MAIL ADDRESS: walley@trustshieldins.com																					
INSURED Livingston Christian Schools 7669 Brighton Road Brighton MI 48116	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Citizens Insurance Co of Ameri</td> <td>31534</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Citizens Insurance Co of Ameri	31534	INSURER B:	Hartford Fire Insurance Co	19682	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ZHI576706916	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			U71576906216	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		81WEBCY9477	06/01/2025	06/01/2026	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Use of Soccer Field @ Manley-Bennett Park
Hamburg Township is listed as additional insured as it pertains to General Liability and the use of the soccer field.

CERTIFICATE HOLDER Hamburg Township 10405 Merrill Road PO Box 157 Hamburg MI 48139	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

ADAMCOCHRA	ADAM COCHRANE	02/26/2026	02262026	GEN	DPW FEB GYM MEMBERSHIP	
83755		03/03/2026		N		100.00
02/26/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	100.00

VENDOR TOTAL: 100.00

ADVANCED02	ADVANCED WATER TREATMENT, INC.	02/18/2026	66097303	GEN	FD - STATION 11 BOTTLED WATER (4) #6	
83748	PO BOX 339	03/03/2026	20260168	N		23.96
02/11/2026	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		03/03/2026		N		23.96

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	5 GAL WATER EXCHANGE	23.96	23.96

ADVANCED02	ADVANCED WATER TREATMENT, INC.	02/18/2026	66099408	GEN	FD - STATION 12 BOTTLED WATER (9) #6	
83749	PO BOX 339	03/03/2026	20260169	N		53.91
02/11/2026	HAMBURG MI, 48139	/ /	0.0000	N		0.00
		03/03/2026		N		53.91

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	5 GAL WATER EXCHANGE	53.91	53.91

VENDOR TOTAL: 77.87

ALEXANDE01	ALEXANDER CHEMICAL CORPORATION	02/26/2026	104771	GEN	WWTP POLYALUMINUM CHLORIDE 1 LB BULK	
83756	A CARUS COMPANY	03/03/2026		N		9,479.40
02/04/2026	16932 COLLECTION CENTER DR.	/ /	0.0000	N		0.00
	CHICAGO IL, 60693	03/03/2026		N		9,479.40

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-537.000-753.000	CHEMICALS	9,479.40

VENDOR TOTAL: 9,479.40

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
AMERICAN09	AMERICAN UNITED LIFE INSURANCE	02/26/2026	02172026	GEN	G 00617291-0001-000 03/01/26-03/31/2	
83763	AMERICAN UNITED LIFE INSURANCE	03/03/2026		N		2,710.03
	5870 RELIABLE PARKWAY					
02/17/2026	CHICAGO IL, 60686-0058	/ /	0.0000	N		0.00
		03/03/2026		N		2,710.03

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-073.002	DISABILITY - LIBRARY	164.86
101-171.000-725.100		48.29
101-201.000-725.100		119.23
101-215.000-725.100		83.75
101-228.000-725.100		59.45
101-253.000-725.100		81.53
101-262.000-725.100		46.96
101-265.000-725.100		67.00
101-702.000-725.100		77.50
101-751.000-725.100	LONG/SHORT TERM DISABILITY	26.56
101-820.000-725.100	LONG/SHORT TERM DISABILITY	39.13
590-527.000-725.100	LONG/SHORT TERM DISABILITY	319.20
206-000.000-725.100	LONG/SHORT TERM DISABILITY	561.31
207-000.000-725.100	LONG/SHORT TERM DISABILITY	640.26
101-000.000-073.004	LIFE INSURANCE - LIBRARY	25.00
101-171.000-725.200	LIFE INSURANCE	7.03
101-201.000-725.200	LIFE INSURANCE	18.75
101-215.000-725.200	LIFE INSURANCE	12.81
101-228.000-725.200	LIFE INSURANCE	8.75
101-253.000-725.200	LIFE INSURANCE	12.50
101-262.000-725.200	LIFE INSURANCE	7.81
101-265.000-725.200	LIFE INSURANCE	12.35
101-702.000-725.200	LIFE INSURANCE	12.50
101-751.000-725.200	LIFE INSURANCE	4.38
101-820.000-725.200	LIFE INSURANCE	6.25
206-000.000-725.200	LIFE INSURANCE	92.50
207-000.000-725.200	LIFE INSURANCE	102.81
590-527.000-725.200	LIFE INSURANCE	51.56
		2,710.03

VENDOR TOTAL: 2,710.03

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

AMERICANVO	AMERICAN UNITED LIFE INSURANCE COMP	02/26/2026	02262026	GEN	G 00617291-0002-000	
83764	5870 RELIABLE PARKWAY	03/03/2026		N		1,204.59
02/17/2026	CHICAGO IL, 60686-0058	/ /	0.0000	N		0.00
		03/03/2026		N		1,204.59

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-231.420	VOL. LIFE INSURANCE	1,204.59

VENDOR TOTAL: 1,204.59

AMWAYGRA01	AMWAY GRAND PLAZA HOTEL	02/10/2026	1025031A	GEN	PD MACP CONFERENCE NISENBAUM & DUHAI	
83631	187 MONROE N.W.	03/03/2026	20260144	N		744.80
02/06/2026	GRAND RAPIDS MI, 49503	/ /	0.0000	N		0.00
		03/03/2026		Y		744.80

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
211-000.000-678.000	ROOM CHARGES	744.80	744.80

VENDOR TOTAL: 744.80

AMERICAN02	APPLIED INNOVATION	02/16/2026	3065835	GEN	CN12786-MPS-01 02/12/26-03/11/26	
83708	7718 SOLUTION CENTER	03/03/2026		N		728.99
02/12/2026	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		03/03/2026		N		728.99

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-752.000	SUPPLIES & SMALL EQUIPMENT	728.99

AMERICAN02	APPLIED INNOVATION	02/26/2026	3076017	GEN	CONTRACT BASE 02/21/26-03/20/26	
83767	7718 SOLUTION CENTER	03/03/2026		N		195.12
02/20/2026	CHICAGO IL, 60677-7007	/ /	0.0000	N		0.00
		03/03/2026		N		195.12

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-820.000-900.200	NEWSLETTER/PUBLICATIONS	195.12

VENDOR TOTAL: 924.11

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

ARBORM	ARBOR MASTER TREE SERVICE INC	02/17/2026	02172026	GEN	REIMBURSE BANNER CLIPS CHRISTMAS IN	
83724	10611 PINE BLUFF	03/03/2026		N		96.31
02/17/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		96.31

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751.000-943.001	CHRISTMAS IN THE VILLAGE	96.31

VENDOR TOTAL: 96.31

ATEAMPWRCL	A-TEAM POWER CLEAN LLC	02/26/2026	0001	GEN	TWP RENO POLY DOOR.WINDOW FRAMES, DI	
83757	7890 VAN RADEN STREET	03/03/2026		N		550.00
02/25/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		Y		550.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	550.00

VENDOR TOTAL: 550.00

BUSINESS02	BIG PDQ	02/18/2026	294474	GEN	PD BUSINESS CARDS FOR POET AND RODRI	
83725	BUSINESS IMAGING GROUP - BIG PDQ	03/03/2026	20260154	N		188.15
	7475 GRAND RIVER RD					
02/03/2026	BRIGHTON MI, 48114-9383	/ /	0.0000	N		0.00
		03/03/2026		Y		188.15

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-768.000	500 BUSINESS CARDS FOR POET	104.92	104.92
207-000.000-768.000	500 BUSINESS CARDS FOR RODRIGUEZ	83.23	83.23
		188.15	188.15

VENDOR TOTAL: 188.15

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
BJSHEATI01	BJ'S HEATING & COOLING, INC	02/26/2026	133717	GEN	TWP REWORK HVAC TO ACCOMMODATE NEW F	
83766	3481 E-M36	03/03/2026		N		4,648.00
01/27/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		N		4,648.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-930.000	MAINTENANCE TWP HALL	4,648.00

VENDOR TOTAL: 4,648.00

BOBMAXFORD	BOB MAXEY FORD OF HOWELL, INC.	02/26/2026	306169	GEN	PD VEH MAINT 21 FORD EXPLORER	
83758		03/03/2026	20260192	N		307.50
	2798 E. GRAND RIVER AVE.					
01/29/2026	HOWELL MI, 48843-8545	/ /	0.0000	N		0.00
		03/03/2026		N		307.50

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-932.000	OIL AND FILTER CHANGE, REPAIR TIRE LEAK	307.50	307.50

VENDOR TOTAL: 307.50

RIDGE	BRIAN RIDGE	02/26/2026	02262026	GEN	DPW GYM MEMBERSHIP REIMBURSEMENT JA	
83770		03/03/2026		N		26.08
02/26/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		26.08

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	25.08
590-527.000-955.000	SUNDRY	1.00
		26.08

VENDOR TOTAL: 26.08

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

BIRKCHRI01	CHRISTOPHER BIRK	02/17/2026	02162026	GEN	FD REIMBURSE WORK BOOTS	
83713	7735 PETTYSVILLE	03/03/2026		N		150.00
02/16/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		N		150.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
206-000.000-768.000	UNIFORMS/ACCESSORIES	150.00

VENDOR TOTAL: 150.00

COMPLETE01	COMPLETE BATTERY SOURCE, INC.	02/18/2026	450606BRI	GEN	FD - AUTO BATTERY 12V TOPPOST #45060	
83750	6480 GRAND RIVER AVE.	03/03/2026	20260170	N		227.42
02/14/2026	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		03/03/2026		N		227.42

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	GROUP 65 AUTO 12V 1000CA TOPPOST	227.42	227.42

VENDOR TOTAL: 227.42

COSTCOWA01	COSTCO WAREHOUSE	02/17/2026	576215	GEN	PD REPLACEMENT TV UNITS FOR SQUAD RO	
83714	6700 WHITMORE LAKE RD	03/03/2026	20260163	N		599.98
02/16/2026	BRIGHTON MI, 48116	/ /	0.0000	N		0.00
		03/03/2026		N		599.98

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-752.000	SQUAD ROOM TV'S	599.98	599.98

VENDOR TOTAL: 599.98

CULLIGAN01	CRH OHIO LTD	02/18/2026	1035652	GEN	PD WATER BOTTLE (5) DELIVERY AND DEPO	
83733	D/B/A CULLIGAN OF ANN ARBOR/DETROIT	03/03/2026	20260165	N		38.94
	46902 LIBERTY DRIVE					
02/16/2026	WIXOM MI, 48393	/ /	0.0000	N		0.00
		03/03/2026		N		38.94

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-801.000	5 BOTTLES PLUS DEPOSIT & TRANSPORT FEE	38.94	38.94

VENDOR TOTAL: 38.94

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

PRICEDANL1	DANIELLE PRICE	02/17/2026	02162026	GEN	PD REIMBURSE MILEAGE/MEALS	
83715		03/03/2026		N		239.97
02/16/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		239.97

Open

GL NUMBER	DESCRIPTION	AMOUNT
207-000.000-916.000	TRAINING	179.80
207-000.000-916.000	TRAINING	60.17
		<u>239.97</u>

VENDOR TOTAL: 239.97

DARTTEAM01	DART TEAM	02/26/2026	02262026	GEN	DART FEB 2026	
83776	C/O HOWELL FIRE DEPARMENT	03/03/2026		N		125.00
	1211 W. GRAND RIVER					
02/26/2026	HOWELL MI, 48843	/ /	0.0000	N		0.00
		03/03/2026		N		125.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-231.200	DUE TO CHARITY CHARITABLE DEDUCTIONS	125.00

VENDOR TOTAL: 125.00

DAVIDROHR	DAVID ROHR	02/10/2026	02052025	GEN	REIMBURSE GYM MEMBERSHIP FEB 26	
83632		03/03/2026		N		100.00
02/05/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-702.000-955.000	SUNDRY	100.00

VENDOR TOTAL: 100.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

HENNEMAND1	DEBRA HENNEMAN	02/18/2026	02172026	GEN	P&R GYM REIMBURSEMENT JAN 26	
83734	8898 RUSHVIEW	03/03/2026		N		79.52
02/17/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		N		79.52

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751.000-955.000	SUNDRY	79.52

HENNEMAND1	DEBRA HENNEMAN	02/26/2026	02262026	GEN	P&R GYM MEMBERSHIP REIMBURSEMENT FEB	
83782	8898 RUSHVIEW	03/03/2026		N		100.00
02/26/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751.000-955.000	SUNDRY	100.00

VENDOR TOTAL: 179.52

DIVINE DOO	DIVINE DOORS AND TRIM, INC.	02/26/2026	25-2255	GEN	TWP RENO OAK STOCK DOORS/WINDOWS	
83778	7199 GRAND RIVER ROAD	03/03/2026		N		582.00
02/24/2026	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		03/03/2026		N		582.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	582.00

VENDOR TOTAL: 582.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

DUBOISCO01	DUBOIS-COOPER & ASSOCIATES	02/26/2026	300823	GEN	DPW GRINDER PUM PARTS MOTOR HOUSING/	
83760		03/03/2026		N		24,008.00
	PO BOX 6161					
01/28/2026	PLYMOUTH MI, 48170	/ /	0.0000	N		0.00
		03/03/2026		Y		24,008.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-751.100	GRINDER PUMP PARTS	24,008.00

DUBOISCO01	DUBOIS-COOPER & ASSOCIATES	02/26/2026	301977	GEN	DPW SEAL PKG/BREATHER VENT/CLAMP/O R	
83759		03/03/2026		N		19,972.00
	PO BOX 6161					
02/18/2026	PLYMOUTH MI, 48170	/ /	0.0000	N		0.00
		03/03/2026		Y		19,972.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-751.100	GRINDER PUMP PARTS	19,972.00

VENDOR TOTAL: 43,980.00

FASTENAL01	FASTENAL COMPANY	02/18/2026	MIDE6177729	GEN	DPW 5/16 NYLOCK (1000)	
83735	P.O. BOX 1286	03/03/2026		N		347.83
02/17/2026	WINONA MN, 55987-1286	/ /	0.0000	N		0.00
		03/03/2026		Y		347.83

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-752.000	SUPPLIES & SMALL EQUIPMENT	347.83

VENDOR TOTAL: 347.83

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
FLAGSTRBNK	FLAGSTAR BANK, FSB	02/10/2026	02042026	GEN	01/06/26-02/04/26	
83635	CARDMEMBER SERVICES	03/03/2026		N		17,140.64
	PO BOX 790408					
02/04/2026	SAINT LOUIS MO, 63179-0408	/ /	0.0000	N		0.00
		03/03/2026		Y		17,140.64

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-676.000	REIMBURSEMENTS & COST RECOVERY	(325.00)
206-000.000-676.000	REIMBURSEMENTS & COST RECOVERY	(25.00)
207-000.000-676.000	REIMBURSEMENTS & COST RECOVERY	(125.00)
101-000.000-239.700	SENIOR CENTER LUNCH PROGRAM	453.84
207-000.000-932.000	VEHICLE MAINTENANCE	38.57
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	6,440.31
207-000.000-955.000	SUNDRY	51.38
206-000.000-752.000	SUPPLIES & SMALL EQUIPMENT	165.98
101-000.000-239.000	SENIOR CENTER DONATIONS	109.24
101-000.000-239.300	SENIOR CENTER ACTIVITY FUND	470.78
101-702.000-958.000	DUES/SUBSCRIP/RECERTIFICATION	289.05
101-265.000-752.000	SUPPLIES & SMALL EQUIPMENT	325.97
207-000.000-916.000	TRAINING	326.34
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	8,944.18
		17,140.64

VENDOR TOTAL: 17,140.64

GALLSINC01	GALLS, LLC	02/12/2026	034034065	GEN	PD-SWAT LS SHIRT-POET	
83700	P.O. BOX 71628	03/03/2026	20260158	N		142.44
02/10/2026	CHICAGO IL, 60694-1628	/ /	0.0000	N		0.00
		03/03/2026		Y		142.44

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-807.000	VERTX RECON X LS SHIRT	140.00	140.00
207-000.000-807.000	SHIPPING	2.44	2.44
		142.44	142.44

VENDOR TOTAL: 142.44

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

EMERGENC06	HOLLAND MOTOR HOMES & BUS CO	02/18/2026	001845	GEN	FD - GREEN INDICATOR LIGHTS	#001845
83751	DBA EMERGENCY VEHICLES PLUS	03/03/2026	20260171	N		117.29
	670 E. 16TH STREET					
02/11/2026	HOLLAND MI, 49423	/ /	0.0000	N		0.00
		03/03/2026		Y		117.29

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-932.000	DARLEY GRN INDICATOR LIGHT .5"	92.26	92.26
206-000.000-932.000	FREIGHT	25.03	25.03
		<u>117.29</u>	<u>117.29</u>

VENDOR TOTAL: 117.29

HRNVLLYGUN	HURON VALLEY GUNS, LLC	02/12/2026	14000055	GEN	PD-SWAT UNIFORM PANTS-WALLACE	
83701	56477 GRAND RIVER AVE.	03/03/2026	20260157	N		199.98
02/04/2026	NEW HUDSON MI, 48165	/ /	0.0000	N		0.00
		03/03/2026		Y		199.98

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-807.000	MENS APEX PANTS-TUNDRA	99.99	99.99
207-000.000-807.000	MENS APEX PANTS-KHAKI	99.99	99.99
		<u>199.98</u>	<u>199.98</u>

VENDOR TOTAL: 199.98

NEGRIJAS01	JASON NEGRI	02/12/2026	02122026	GEN	REIMBURSE MEAL MEETING MICHIGAN CONS	
83699	7881 PINTAIL LN	03/03/2026		N		30.00
02/12/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		30.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-171.000-955.000	SUNDRY	30.00

VENDOR TOTAL: 30.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

Item 4.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
THREE SIXT	JEFFREY M MATTES	02/16/2026	02162026	GEN	DPW CONFINED SPACE TRAINING	04/30/26
83711	24220 JEFFERSON AVE	03/03/2026		N		2,535.00
02/16/2026	ST CLAIR SHORES MI, 48080	/ /	0.0000	N		0.00
		03/03/2026		N		2,535.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	2,535.00

VENDOR TOTAL: 2,535.00

JKRAFT	JESSICA KRAFT	02/10/2026	02092026	GEN	REIMBURSEMENT JAN AND FEB	
83666		03/03/2026		N		168.00
02/09/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		168.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-201.000-955.000	SUNDRY	84.00
101-201.000-955.000	SUNDRY	84.00
		168.00

VENDOR TOTAL: 168.00

JLLPOWERSP	JLL POWER SPORTS INC	02/17/2026	02132026	GEN	PD KAWASAKI SIDE BY SIDE MAINTENANCE	
83716	2445 W GRAND RIVER AVE.	03/03/2026	20260164	N		1,405.81
02/13/2026	HOWELL MI, 48843	/ /	0.0000	N		0.00
		03/03/2026		N		1,405.81

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
101-751.000-980.000	PARKS PORTION	702.91	702.91
207-000.000-932.000	PD PORTION	351.45	351.45
206-000.000-932.000	FD PORTION	351.45	351.45
		1,405.81	1,405.81

VENDOR TOTAL: 1,405.81

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

JONNY B SH	JONNY B SHARP	02/16/2026	02162026	GEN	REIMBURSE GYM MEMBERSHIP JAN-(25) FE	
83707	3655 AMBER OAKS DR	03/03/2026		N		75.00
02/16/2026	HOWELL MI, 48855	/ /	0.0000	N		0.00
		03/03/2026		N		75.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	75.00

VENDOR TOTAL: 75.00

LAKELAND01	LAKELAND ACE HARDWARE, INC.	02/18/2026	14572	GEN	FD - RUBBER CEMENT FOR ICE SUIT #145	
83752	PO BOX 1000	03/03/2026	20260173	N		8.59
02/11/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		03/03/2026		N		8.59

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-752.000	RUBBER CEMENT	8.59	8.59

VENDOR TOTAL: 8.59

ADAMS	LANCE ADAMS	02/26/2026	02262026	GEN	DPW GYM MEMBERSHIP REIMBURSEMENT FEB	
83769		03/03/2026		N		46.00
02/26/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		46.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	46.00

VENDOR TOTAL: 46.00

LIVINGST28	LCGIS	02/18/2026	14778	GEN	FD - OSSI CONNECTION FEES JAN-DEC 20	
83753	304 E. GRAND RIVER, STE. 101	03/03/2026	20260174	N		900.00
02/09/2026	HOWELL MI, 48843	/ /	0.0000	N		0.00
		03/03/2026		N		900.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-958.000	OSSI CONNECTION FEES	900.00	900.00

VENDOR TOTAL: 900.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MIASSOCI02	MICHIGAN ASSOCIATION OF POLICE	02/10/2026	300012943	GEN	PD-2026 ANNUAL MEMBERSHIP FEE-NISENB	
83668	3474 ALAIEDON PKWY	03/03/2026	20260149	N		100.00
	STE. 600					
12/16/2026	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		03/03/2026		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-958.000	2026 MEMBERSHIP FEE	100.00	100.00

VENDOR TOTAL: 100.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
MIDEPTOFHE	MICHIGAN DEPT OF HEALTH AND HUMAN S	02/18/2026	00092398	GEN	FD - ADDITION OF C102 VEH APPLICATIO	
83754	PO BOX 30437	03/03/2026	20260172	N		25.00
02/12/2026	LANSING MI, 48909	/ /	0.0000	N		0.00
		03/03/2026		N		25.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
206-000.000-958.000	ADDITION OF C102 VEH	25.00	25.00

VENDOR TOTAL: 25.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
MI DRONE	MICHIGAN DRONE ASSOCIATION	02/26/2026	2ZZW-RC87-0V11P	GEN	PD/FD MI DRONE CONFERENCE 2026 DEBOT	
83761	P.O. BOX 143	03/03/2026	20260175	N		1,750.00
02/18/2026	BRIGHTON MI, 48114	/ /	0.0000	N		0.00
		03/03/2026		N		1,750.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-916.000	DEBOTTIS	350.00	350.00
207-000.000-916.000	FISCHHABER	350.00	350.00
207-000.000-916.000	PEDERSEN	350.00	350.00
206-000.000-916.000	YOST	350.00	350.00
206-000.000-916.000	HILL	350.00	350.00

1,750.00

VENDOR TOTAL: 1,750.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

Item 4.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
MICHIGANFI	MICHIGAN FINANCE AUTHORITY	02/26/2026	01282026	GEN	5301-01 & 5308-01 STATE REVOLVING F	
83762	60 LIVINGSTON AVE	03/03/2026		N		15,677.53
01/28/2026	ST PAUL MN, 55107	/ /	0.0000	N		0.00
		03/03/2026		N		15,677.53

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-539.000-992.000	INTEREST EXPENSE	12,187.50
590-539.000-992.000	INTEREST EXPENSE	3,490.03
		<u>15,677.53</u>

VENDOR TOTAL: 15,677.53

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

MIRURALW01	MICHIGAN RURAL WATER ASSOCIATION	02/18/2026	2020-16614	GEN	DPW BASIC WASTEWATER TRAINING L. ADA	
83736	2127 UNIVERSITY PARK DRIVE	03/03/2026		N		500.00
	SUITE 340					
02/03/2026	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		03/03/2026		Y		500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	500.00

MIRURALW01	MICHIGAN RURAL WATER ASSOCIATION	02/18/2026	2020-16628	GEN	DPW WASTEWATER PLANT OPS B RIDGE	
83738	2127 UNIVERSITY PARK DRIVE	03/03/2026		N		500.00
	SUITE 340					
02/03/2026	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		03/03/2026		Y		500.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	500.00

MIRURALW01	MICHIGAN RURAL WATER ASSOCIATION	02/18/2026	2020-16629	GEN	DPW SUBMESIBLE PUMP TRAINING B RIDGE	
83737	2127 UNIVERSITY PARK DRIVE	03/03/2026		N		245.00
	SUITE 340					
02/03/2026	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		03/03/2026		Y		245.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	245.00

MIRURALW01	MICHIGAN RURAL WATER ASSOCIATION	02/04/2026	2020-16654	GEN	DPW SUBMERSIBLE PUMP M FISHER	
83739	2127 UNIVERSITY PARK DRIVE	03/03/2026		N		245.00
	SUITE 340					
02/04/2026	OKEMOS MI, 48864	/ /	0.0000	N		0.00
		03/03/2026		Y		245.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	245.00

VENDOR TOTAL: 1,490.00

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MICHIGANST 83771	MICHIGAN STATE DISBURSEMENT UNIT P.O. BOX 30350	02/26/2026 03/03/2026	02262026	GEN N	CASE 810013564 PAYROLL	02/09/26-02/2 299.54
02/26/2026	LANSING MI, 48909-7850	/ /	0.0000	Y		0.00
		03/03/2026		N		299.54

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING	299.54

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MICHIGANST 83772	MICHIGAN STATE DISBURSEMENT UNIT P.O. BOX 30350	02/26/2026 03/03/2026	02262026	GEN N	CASE #912854739 PAYROLL	02/09/26-02/ 380.46
02/26/2026	LANSING MI, 48909-7850	/ /	0.0000	Y		0.00
		03/03/2026		N		380.46

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING	380.46

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MICHIGANST 83773	MICHIGAN STATE DISBURSEMENT UNIT P.O. BOX 30350	02/26/2026 03/03/2026	02262026	GEN N	CASE# 912516502 PAYROLL	02/09/26-02/ 625.25
02/26/2026	LANSING MI, 48909-7850	/ /	0.0000	Y		0.00
		03/03/2026		N		625.25

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING	625.25

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MICHIGANST 83774	MICHIGAN STATE DISBURSEMENT UNIT P.O. BOX 30350	02/26/2026 03/03/2026	02262026	GEN N	CASE#914155622 PAYROLL	02/09/26-02/2 786.44
02/26/2026	LANSING MI, 48909-7850	/ /	0.0000	Y		0.00
		03/03/2026		N		786.44

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING	786.44

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MICHIGANST 83775	MICHIGAN STATE DISBURSEMENT UNIT P.O. BOX 30350	02/26/2026 03/03/2026	02262026	GEN N	CASE#913255499 PAYROLL	02/09/26-02/2 139.54
02/26/2026	LANSING MI, 48909-7850	/ /	0.0000	N		0.00
		03/03/2026		N		139.54

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING	139.54

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

VENDOR TOTAL: 2,231.23

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

MONRORUB1	MONROE'S RUBBISH REMOVAL, INC.	02/26/2026	02052026	GEN	TWP RENO DROP DESK AND DEBRIS	
83781	10025 INDUSTRIAL DR.	03/03/2026		N		35.00
02/05/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		35.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	35.00

MONRORUB1	MONROE'S RUBBISH REMOVAL, INC.	02/16/2026	02122026	GEN	TWP RENO DROP 1 TRAILER LOAD	
83712	10025 INDUSTRIAL DR.	03/03/2026		N		100.00
02/12/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		100.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	100.00

MONRORUB1	MONROE'S RUBBISH REMOVAL, INC.	02/12/2026	02122026	GEN	DROP TRAILER AND TRUCK	
83698	10025 INDUSTRIAL DR.	03/03/2026		N		125.00
02/12/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		125.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	125.00

MONRORUB1	MONROE'S RUBBISH REMOVAL, INC.	02/18/2026	02142026	GEN	TWP RENO DROP TRAILER (3)	
83741	10025 INDUSTRIAL DR.	03/03/2026		N		105.00
02/14/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		105.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	105.00

MONRORUB1	MONROE'S RUBBISH REMOVAL, INC.	02/18/2026	02162026	GEN	TWP RENO 8 FT PU BED LOAD	
83742	10025 INDUSTRIAL DR.	03/03/2026		N		65.00
02/16/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		N		65.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	65.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

VENDOR TOTAL: 430.00

MOTOROLA01	MOTOROLA SOLUTIONS INC.	02/17/2026	1411233182	GEN	PD-VIDEOMANAGER EL IN CAR VIDEO ANNU	
83717	13104 COLLECTIONS CENTER DR	03/03/2026	20260160	N		195.00
02/12/2026	CHICAGO IL, 60693	/ /	0.0000	N		0.00
		03/03/2026		N		195.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-933.000	VIDEOMANAGER ANNUAL LICENSE 3/14/26-3/13	195.00	195.00

VENDOR TOTAL: 195.00

MWEA01	MWEA	02/18/2026	E38685	GEN	DPW OPERATIONS TRAINING J SHARP	
83740	MICHIGAN WATER ENVIRONMENT ASSOC.	03/03/2026		N		180.00
	5815 EXECUTIVE DRIVE	/ /	0.0000	N		0.00
02/04/2026	LANSING MI, 48911	03/03/2026		N		180.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-910.000	PROFESSIONAL DEVELOPMENT	180.00

VENDOR TOTAL: 180.00

NORTHEASTE	NORTHEASTERN PAINT SUPPLY INC	02/18/2026	000412469	GEN	TWP RENO PAINT	
83743	2883 MCCARTY RD	03/03/2026		N		210.78
02/14/2026	SAGINAW MI, 48603	/ /	0.0000	N		0.00
		03/03/2026		N		210.78

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	210.78

VENDOR TOTAL: 210.78

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

Item 4.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
PLANTEMO01	PLANTE & MORAN, PLLC	02/26/2026	10628268	GEN	PROF SERVICES RENDERED	FINANCE ASSI
83777	100 NORTH TRYON ST	03/03/2026		N		3,650.00
02/23/2026	CHARLOTTE NC, 28202	/ /	0.0000	N		0.00
		03/03/2026		N		3,650.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-275.000-955.000	SUNDRY	3,650.00

VENDOR TOTAL: 3,650.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
PORTTOILTS	PORTABLE TOILET SERVICES LLC	02/18/2026	109677	GEN	02/15/26-03/14/26	FINANCE ASSI
83744	4900 MCCARTHY DRIVE	03/03/2026		N		1,296.58
02/15/2026	MILFORD MI, 48381	/ /	0.0000	N		0.00
		03/03/2026		Y		1,296.58

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-751.000-942.000	PORTABLE TOILETS	355.66
101-800.000-942.000	PORTABLE TOILETS	940.92
		1,296.58

VENDOR TOTAL: 1,296.58

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
REDMONDJ01	REDMOND ENVIRONMENTAL INC.	02/26/2026	11680	GEN	DPW CONTROL BRACKET/SIMPLEX BOARD/MO	FINANCE ASSI
83765	1355 N. 7TH STREET	03/03/2026		N		13,069.09
12/10/2026	LAKE CITY MN, 55041	/ /	0.0000	N		0.00
		03/03/2026		N		13,069.09

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-751.100	GRINDER PUMP PARTS	13,069.09

VENDOR TOTAL: 13,069.09

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
ROBERTPEAR	ROBERT PEARCE II	02/26/2026	02262026	GEN	TWP RENO DRYWALL REPS/HANG, FLOAT, S	FINANCE ASSI
83779	10974 FAWN DR.	03/03/2026		N		3,000.00
02/26/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		Y		3,000.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	3,000.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

Item 4.

DB: Hamburg

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

VENDOR TOTAL: 3,000.00

WARDRY	RYAN WARD	02/26/2026	02262026	GEN	DPW GYM MEMBERSHIP REIMBURSEMENT FEB	
83768		03/03/2026		N		10.00
02/26/2026	,	/ /	0.0000	N		0.00
		03/03/2026		N		10.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
590-527.000-955.000	SUNDRY	10.00

VENDOR TOTAL: 10.00

SARAHCOTTO	SARAH COTTONGIM	02/26/2026	02262026	GEN	TWP RENO- PAINT/WALL PRER/CLEAN UP	
83780	10974 FAWN DR	03/03/2026		N		5,550.00
02/26/2026	WHITMORE LAKE MI, 48189	/ /	0.0000	N		0.00
		03/03/2026		Y		5,550.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	5,550.00

VENDOR TOTAL: 5,550.00

SOARINGEAG	SOARING EAGLE CASINO & RESORT	02/17/2026	01222026	GEN	PD TRAINING ROOM FOR DEPT MEETING	
83718	6800 SOARING EAGLE BOULEVARD	03/03/2026	20260134	N		300.00
01/22/2026	MOUNT PLEASANT MI, 48858	/ /	0.0000	N		0.00
		03/03/2026		Y		300.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
211-000.000-916.000	CONF ROOM FOR TRAINING	300.00	300.00

VENDOR TOTAL: 300.00

BANKNEWY03	THE BANK OF NEW YORK MELLON	02/12/2026	00252-26-0104598	GEN	3082100866-INV HAMCAPIMP08 ANNUAL FE	
83697	P.O. BOX 392013	03/03/2026		N		825.00
02/10/2026	PITTSBURGH PA, 15251-9013	/ /	0.0000	N		0.00
		03/03/2026		N		825.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-000.000-993.000	AGENT FEES	825.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

VENDOR TOTAL: 825.00

BANKNYMELL	THE BANK OF NEW YORK MELLON	02/12/2026	02102026	GEN	HAMBURGCIR12 HAMBURG TWP	2012 CAP IM
83694	DEBT SERVICE BILLING-DIRECT PAYS	03/03/2026		N		10,475.00
	P.O. BOX 392005					
02/10/2026	PITTSBURGH PA, 15251-9005	/ /	0.0000	Y		0.00
		03/03/2026		N		10,475.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-000.000-992.000	INTEREST EXPENSE	10,475.00

BANKNYMELL	THE BANK OF NEW YORK MELLON	02/12/2026	02102026	GEN	HAMBURGSA10 HAMBURG TWP	2010 SPEC AS
83695	DEBT SERVICE BILLING-DIRECT PAYS	03/03/2026		N		22,875.00
	P.O. BOX 392005					
02/10/2026	PITTSBURGH PA, 15251-9005	/ /	0.0000	Y		0.00
		03/03/2026		N		22,875.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
285-000.000-991.000	DEBT SERVICE - PRINCIPAL	17,000.00
287-000.000-991.000	DEBT SERVICE - PRINCIPAL	2,380.00
590-539.000-991.000	DEBT SERVICE - PRINCIPAL	620.00
285-000.000-992.000	INTEREST EXPENSE	2,443.75
287-000.000-992.000	INTEREST EXPENSE	342.13
590-539.000-992.000	INTEREST EXPENSE	89.12
		<u>22,875.00</u>

BANKNYMELL	THE BANK OF NEW YORK MELLON	02/12/2026	02102026	GEN	HAMCAPIMP08 HAMBURG TWP	CAP IMP (WATE
83696	DEBT SERVICE BILLING-DIRECT PAYS	03/03/2026		N		108,125.00
	P.O. BOX 392005					
02/10/2026	PITTSBURGH PA, 15251-9005	/ /	0.0000	Y		0.00
		03/03/2026		N		108,125.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
591-000.000-991.000	DEBT SERVICE - PRINCIPAL	100,000.00
591-000.000-992.000	INTEREST EXPENSE	8,125.00
		<u>108,125.00</u>

VENDOR TOTAL: 141,475.00

User: MarcyM

EXP CHECK RUN DATES 07/01/2025 - 03/03/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount

ULINEINC01	ULINE, INC.	02/18/2026	204145609	GEN	TWP RENO PARTITIONS/PEDESTAL FILE/CR	
83746	P.O.BOX 88741	03/03/2026		N		11,038.20
02/12/2026	CHICAGO IL, 60680-1741	/ /	0.0000	N		0.00
		03/03/2026		N		11,038.20

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	11,038.20

ULINEINC01	ULINE, INC.	02/18/2026	204219160	GEN	TWP RENO PARTITION/U DESK/CREDENZA (
83745	P.O.BOX 88741	03/03/2026		N		8,600.00
02/13/2026	CHICAGO IL, 60680-1741	/ /	0.0000	N		0.00
		03/03/2026		N		8,600.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	8,600.00

ULINEINC01	ULINE, INC.	02/18/2026	CM204219159	GEN	TWP RENO ITMES RETURNED -PARTITIONS/	
83747	P.O.BOX 88741	03/03/2026		N		(9,035.00)
02/13/2026	CHICAGO IL, 60680-1741	/ /	0.0000	N		0.00
		03/03/2026		N		(9,035.00)

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	(9,035.00)

VENDOR TOTAL: 10,603.20

VERIZONW02	VERIZON WIRELESS - LERT B	02/12/2026	9022425272	GEN	PD CELL TOWER DUMPS FOR INVESTIGATIO	
83702	180 WASHINGTON VALLEY ROAD	03/03/2026	20260156	N		550.00
	RW 3503					
02/09/2026	BEDMINSTER NJ, 07921	/ /	0.0000	N		0.00
		03/03/2026		N		550.00

Open

GL NUMBER	DESCRIPTION	AMOUNT	AMT RELIEVED
207-000.000-853.000	WARRANT	75.00	75.00
207-000.000-853.000	PER ORDER WARRANT	475.00	475.00
		550.00	550.00

VENDOR TOTAL: 55

37

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
					TOTAL - ALL VENDORS:	293,014.66

User: MarcyM

EXP CHECK RUN DATES 02/18/2026 - 02/18/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
MISC REFUN	CAMPBELL HOMEOWNER'S ASSOCIATION	02/10/2026	02102026	GEN	REFUND ESCROW BALANCE-MARGARET DR CA	
83710	P.O. BOX 745	02/18/2026		N		645.00
02/10/2026	LAKELAND MI, 48143	/ /	0.0000	Y		0.00
		02/18/2026		N		645.00

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-279.981	MARGARET DRIVE CANAL DREDGING SAD	645.00

VENDOR TOTAL: 645.00

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
GEORGE REY	GEORGE REYNOLDS	02/16/2026	02162026	GEN	REFUND TAX PMT TAKEN VIA ACH	
83709	2230 MUMFORD DR	02/18/2026		N		2,275.65
02/16/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/18/2026		N		2,275.65

Open

GL NUMBER	DESCRIPTION	AMOUNT
703-000.000-214.204	DUE TO ROAD FUND	59.89
703-000.000-214.282	DUE TO MUMFORD PK SAD F492	32.65
703-000.000-214.300	DUE TO GENERAL ADMIN FEES	22.53
703-000.000-217.101	DUE TO GENERAL FUND/TAXES	93.86
703-000.000-217.206	DUE TO FIRE FUND/TAXES	267.65
703-000.000-217.207	DUE TO POLICE FUND/TAXES	284.12
703-000.000-222.201	DUE TO COUNTY AMBULANCE	33.67
703-000.000-222.203	DUE TO COUNTY PARKS	24.55
703-000.000-222.205	DUE TO COUNTY VETS RELIEF	10.99
703-000.000-222.310	DUE TO COUNTY PORTAGE LAKE LEVEL XL2506	31.89
703-000.000-222.600	DUE TO WASHTENAW COUNTY LAKE IMP	24.50
703-000.000-223.000	DUE TO LIBRARY	106.29
703-000.000-225.103	DUE TO PINCKNEY SCH DEBT TAX	904.48
703-000.000-234.101	DUE TO LISD TAX	378.58

2,275.65

VENDOR TOTAL: 2,275.65

User: MarcyM

EXP CHECK RUN DATES 02/18/2026 - 02/18/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
LAKELAND01	LAKELAND ACE HARDWARE, INC.	02/17/2026	01312026	GEN	JAN 26 PURCHASES	
83719	PO BOX 1000	02/18/2026		N		147.95
01/31/2026	PINCKNEY MI, 48169	/ /	0.0000	N		0.00
		02/18/2026		N		147.95

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP	147.95

VENDOR TOTAL: 147.95

Item 4.

UNJOURNALIZED OPEN

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		

LIVINGST02	LIVINGSTON COUNTY TREASURER	02/16/2026	02162026	GEN	TRAILER FEES JAN 2026	
83706	LIVINGSTON COUNTY COURT HOUSE	02/18/2026		N		852.50
	200 E. GRAND RIVER					
02/16/2026	HOWELL MI, 48843-2398	/ /	0.0000	N		0.00
		02/18/2026		N		852.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	170.50
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	682.00
		<u>852.50</u>

LIVINGST02	LIVINGSTON COUNTY TREASURER	02/16/2026	112025	GEN	TRAILER FEES NOV 2025	
83704	LIVINGSTON COUNTY COURT HOUSE	02/18/2026		N		852.50
	200 E. GRAND RIVER					
02/16/2026	HOWELL MI, 48843-2398	/ /	0.0000	N		0.00
		02/18/2026		N		852.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	170.50
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	682.00
		<u>852.50</u>

LIVINGST02	LIVINGSTON COUNTY TREASURER	02/16/2026	122025	GEN	TRAILER FEES DEC 2025	
83705	LIVINGSTON COUNTY COURT HOUSE	02/18/2026		N		852.50
	200 E. GRAND RIVER					
02/16/2026	HOWELL MI, 48843-2398	/ /	0.0000	N		0.00
		02/18/2026		N		852.50

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	170.50
101-000.000-222.100	DUE TO COUNTY TRAILER FEES	682.00
		<u>852.50</u>

VENDOR TOTAL: 2,557.50

User: MarcyM

EXP CHECK RUN DATES 02/18/2026 - 02/18/2026

DB: Hamburg

UNJOURNALIZED OPEN

Item 4.

BANK CODE: GEN

Vendor Code	Vendor name	Post Date	Invoice	Bank	Invoice Description	Gross Amount
Ref #	Address	CK Run Date	PO	Hold		Discount
Invoice Date	City/State/Zip	Disc. Date	Disc. %	Sep CK		Net Amount
		Due Date		1099		
GANNETMI02	USA TODAY MEDIA CORP	02/16/2026	0007539489	GEN	JAN 1-JAN 31 2026	
83703	PO BOX 630491	02/18/2026		N		639.10
01/31/2026	CINCINNATI OH, 45263-0491	/ /	0.0000	N		0.00
		02/18/2026		Y		639.10

Open

GL NUMBER	DESCRIPTION	AMOUNT
101-101.000-900.000	LEGAL NOTICES/ADVERTISING	319.55
101-702.000-900.000	LEGAL NOTICES/ADVERTISING	186.73
101-247.000-900.000	LEGAL NOTICES/ADVERTISING	132.82
		<u>639.10</u>

VENDOR TOTAL: 639.10

TOTAL - ALL VENDORS: 6,265.20

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 General Fund							
Dept 000.000							
101-000.000-073.002	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	164.86	
101-000.000-073.004	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	25.00	
101-000.000-228.010	02/26/26	MICHIGAN STATE DISBURSEMENT UN	CASE 810013564 PAYROLL 02/09/26-02/	02262026	03/03/26	299.54	
101-000.000-228.010	02/26/26	MICHIGAN STATE DISBURSEMENT UN	CASE #912854739 PAYROLL 02/09/26-02	02262026	03/03/26	380.46	
101-000.000-228.010	02/26/26	MICHIGAN STATE DISBURSEMENT UN	CASE# 912516502 PAYROLL 02/09/26-02	02262026	03/03/26	625.25	
101-000.000-228.010	02/26/26	MICHIGAN STATE DISBURSEMENT UN	CASE#914155622 PAYROLL 02/09/26-02/	02262026	03/03/26	786.44	
101-000.000-228.010	02/26/26	MICHIGAN STATE DISBURSEMENT UN	CASE#913255499 PAYROLL 02/09/26-02/	02262026	03/03/26	139.54	
101-000.000-231.200	02/26/26	DART TEAM	DART FEB 2026	02262026	03/03/26	125.00	
101-000.000-231.420	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0002-000	02262026	03/03/26	1,204.59	
101-000.000-239.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	109.24	
101-000.000-239.300	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	470.78	
101-000.000-239.700	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	453.84	
101-000.000-676.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	(325.00)	
Total For Dept 000.000						4,459.54	
Dept 171.000 Township Supervisor							
101-171.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	48.29	
101-171.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	7.03	
101-171.000-955.000	02/12/26	JASON NEGRI	REIMBURSE MEAL MEETING MICHIGAN CON	02122026	03/03/26	30.00	
Total For Dept 171.000 Township Supervisor						85.32	
Dept 201.000 ACCOUNTING							
101-201.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	119.23	
101-201.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	18.75	
101-201.000-955.000	02/09/26	JESSICA KRAFT	REIMBURSEMENT JAN AND FEB	02092026	03/03/26	168.00	
Total For Dept 201.000 ACCOUNTING						305.98	
Dept 215.000 CLERK'S OFFICE							
101-215.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	83.75	
101-215.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	12.81	
Total For Dept 215.000 CLERK'S OFFICE						96.56	
Dept 228.000 TECHNICAL/UTILITIES SERVICES							
101-228.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	59.45	
101-228.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	8.75	
Total For Dept 228.000 TECHNICAL/UTILITIES SERVICES						68.20	
Dept 253.000 Treasurer							
101-253.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	81.53	
101-253.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	12.50	
Total For Dept 253.000 Treasurer						94.03	
Dept 262.000 Elections							
101-262.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	46.96	
101-262.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	7.81	
Total For Dept 262.000 Elections						54.77	
Dept 265.000 Township Buildings							
101-265.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	67.00	
101-265.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	12.35	
101-265.000-752.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	325.97	
101-265.000-930.000	01/27/26	BJ'S HEATING & COOLING, INC	TWP REWORK HVAC TO ACCOMMODATE NEW	133717	03/03/26	4,648.00	
101-265.000-980.000	02/25/26	A-TEAM POWER CLEAN LLC	TWP RENO POLY DOOR.WINDOW FRAMES, D	0001	03/03/26	550.00	
101-265.000-980.000	02/24/26	DIVINE DOORS AND TRIM, INC.	TWP RENO OAK STOCK DOORS/WINDOWS	25-2255	03/03/26	582.00	

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 General Fund							
Dept 265.000 Township Buildings							
101-265.000-980.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	15,384.49	
101-265.000-980.000	02/12/26	MONROE'S RUBBISH REMOVAL, INC.	TWP RENO DROP 1 TRAILER LOAD	02122026	03/03/26	100.00	
101-265.000-980.000	02/05/26	MONROE'S RUBBISH REMOVAL, INC.	TWP RENO DROP DESK AND DEBRIS	02052026	03/03/26	35.00	
101-265.000-980.000	02/14/26	MONROE'S RUBBISH REMOVAL, INC.	TWP RENO DROP TRAILER (3)	02142026	03/03/26	105.00	
101-265.000-980.000	02/16/26	MONROE'S RUBBISH REMOVAL, INC.	TWP RENO 8 FT PU BED LOAD	02162026	03/03/26	65.00	
101-265.000-980.000	02/12/26	MONROE'S RUBBISH REMOVAL, INC.	DROP TRAILER AND TRUCK	02122026	03/03/26	125.00	
101-265.000-980.000	02/14/26	NORTHEASTERN PAINT SUPPLY INC	TWP RENO PAINT	000412469	03/03/26	210.78	
101-265.000-980.000	02/26/26	ROBERT PEARCE II	TWP RENO DRYWALL REPS/HANG, FLOAT,	02262026	03/03/26	3,000.00	
101-265.000-980.000	02/26/26	SARAH COTTONGIM	TWP RENO- PAINT/WALL PRER/CLEAN UP	02262026	03/03/26	5,550.00	
101-265.000-980.000	02/13/26	ULINE, INC.	TWP RENO PARTITION/U DESK/CREDENZA	204219160	03/03/26	8,600.00	
101-265.000-980.000	02/12/26	ULINE, INC.	TWP RENO PARTITIONS/PEDESTAL FILE/C	204145609	03/03/26	11,038.20	
101-265.000-980.000	02/13/26	ULINE, INC.	TWP RENO ITMES RETURNED -PARTITIONS	CM204219159	03/03/26	(9,035.00)	
Total For Dept 265.000 Township Buildings						41,363.79	
Dept 275.000 OTHER EXPENSES							
101-275.000-752.000	02/12/26	APPLIED INNOVATION	CN12786-MPS-01 02/12/26-03/11/26	3065835	03/03/26	728.99	
101-275.000-955.000	02/23/26	PLANTE & MORAN, PLLC	PROF SERVICES RENDERED FINANCE ASS	10628268	03/03/26	3,650.00	
Total For Dept 275.000 OTHER EXPENSES						4,378.99	
Dept 702.000 PLANNING AND ZONING							
101-702.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	77.50	
101-702.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	12.50	
101-702.000-955.000	02/05/26	DAVID ROHR	REIMBURSE GYM MEMBERSHIP FEB 26	02052025	03/03/26	100.00	
101-702.000-958.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	289.05	
Total For Dept 702.000 PLANNING AND ZONING						479.05	
Dept 751.000 Recreation Board							
101-751.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	26.56	
101-751.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	4.38	
101-751.000-942.000	02/15/26	PORTABLE TOILET SERVICES LLC	02/15/26-03/14/26	109677	03/03/26	355.66	
101-751.000-943.001	02/17/26	ARBOR MASTER TREE SERVICE INC	REIMBURSE BANNER CLIPS CHRISTMAS IN	02172026	03/03/26	96.31	
101-751.000-955.000	02/17/26	DEBRA HENNEMAN	P&R GYM REIMBURSEMENT JAN 26	02172026	03/03/26	79.52	
101-751.000-955.000	02/26/26	DEBRA HENNEMAN	P&R GYM MEMBERSHIP REIMBURSEMENT FE	02262026	03/03/26	100.00	
101-751.000-980.000	02/13/26	JLL POWER SPORTS INC	PD KAWASAKI SIDE BY SIDE MAINTENANC	02132026	03/03/26	702.91	
Total For Dept 751.000 Recreation Board						1,365.34	
Dept 800.000 LAKELAND TRAIL							
101-800.000-942.000	02/15/26	PORTABLE TOILET SERVICES LLC	02/15/26-03/14/26	109677	03/03/26	940.92	
Total For Dept 800.000 LAKELAND TRAIL						940.92	
Dept 820.000 SENIOR CENTER							
101-820.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	39.13	
101-820.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	6.25	
101-820.000-900.200	02/20/26	APPLIED INNOVATION	CONTRACT BASE 02/21/26-03/20/26	3076017	03/03/26	195.12	
Total For Dept 820.000 SENIOR CENTER						240.50	
Total For Fund 101 General Fund						53,932.99	
Fund 206 Fire Fund							
Dept 000.000							
206-000.000-676.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	(25.00)	
206-000.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	561.31	
206-000.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	92.50	
206-000.000-752.000	02/11/26	ADVANCED WATER TREATMENT, INC.	FD - STATION 11 BOTTLED WATER (4) #	66097303	03/03/26	23.96	

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 206 Fire Fund							
Dept 000.000							
206-000.000-752.000	02/11/26	ADVANCED WATER TREATMENT, INC.	FD - STATION 12 BOTTLED WATER (9) #	66099408	03/03/26	53.91	
206-000.000-752.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	165.98	
206-000.000-752.000	02/11/26	LAKELAND ACE HARDWARE, INC.	FD - RUBBER CEMENT FOR ICE SUIT #14	14572	03/03/26	8.59	
206-000.000-768.000	02/16/26	CHRISTOPHER BIRK	FD REIMBURSE WORK BOOTS	02162026	03/03/26	150.00	
206-000.000-916.000	02/18/26	MICHIGAN DRONE ASSOCIATION	PD/FD MI DRONE CONFERENCE 2026 DEBO'	2ZZW-RC87-0V11P	03/03/26	700.00	
206-000.000-932.000	02/14/26	COMPLETE BATTERY SOURCE, INC.	FD - AUTO BATTERY 12V TOPPOST #4506	450606BRI	03/03/26	227.42	
206-000.000-932.000	02/11/26	HOLLAND MOTOR HOMES & BUS CO	FD - GREEN INDICATOR LIGHTS #001845	001845	03/03/26	117.29	
206-000.000-932.000	02/13/26	JLL POWER SPORTS INC	PD KAWASAKI SIDE BY SIDE MAINTENANC	02132026	03/03/26	351.45	
206-000.000-958.000	02/09/26	LCGIS	FD - OSSI CONNECTION FEES JAN-DEC 2	14778	03/03/26	900.00	
206-000.000-958.000	02/12/26	MICHIGAN DEPT OF HEALTH AND HU	FD - ADDITION OF C102 VEH APPLICATI	00092398	03/03/26	25.00	
Total For Dept 000.000						3,352.41	
Total For Fund 206 Fire Fund						3,352.41	
Fund 207 Police Fund							
Dept 000.000							
207-000.000-676.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	(125.00)	
207-000.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	640.26	
207-000.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	102.81	
207-000.000-752.000	02/16/26	COSTCO WAREHOUSE	PD REPLACEMENT TV UNITS FOR SQUAD R	576215	03/03/26	599.98	
207-000.000-768.000	02/03/26	BIG PDQ	PD BUSINESS CARDS FOR POET AND RODR	294474	03/03/26	188.15	
207-000.000-801.000	02/16/26	CRH OHIO LTD	PD WATER BOTTLE(5) DELIVERY AND DEP	1035652	03/03/26	38.94	
207-000.000-807.000	02/10/26	GALLS, LLC	PD-SWAT LS SHIRT-POET	034034065	03/03/26	142.44	
207-000.000-807.000	02/04/26	HURON VALLEY GUNS, LLC	PD-SWAT UNIFORM PANTS-WALLACE	14000055	03/03/26	199.98	
207-000.000-853.000	02/09/26	VERIZON WIRELESS - LERT B	PD CELL TOWER DUMPS FOR INVESTIGATI	9022425272	03/03/26	550.00	
207-000.000-916.000	02/16/26	DANIELLE PRICE	PD REIMBURSE MILEAGE/MEALS	02162026	03/03/26	239.97	
207-000.000-916.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	326.34	
207-000.000-916.000	02/18/26	MICHIGAN DRONE ASSOCIATION	PD/FD MI DRONE CONFERENCE 2026 DEBO'	2ZZW-RC87-0V11P	03/03/26	1,050.00	
207-000.000-932.000	01/29/26	BOB MAXEY FORD OF HOWELL, INC.	PD VEH MAINT 21 FORD EXPLORER	306169	03/03/26	307.50	
207-000.000-932.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	38.57	
207-000.000-932.000	02/13/26	JLL POWER SPORTS INC	PD KAWASAKI SIDE BY SIDE MAINTENANC	02132026	03/03/26	351.45	
207-000.000-933.000	02/12/26	MOTOROLA SOLUTIONS INC.	PD-VIDEOMANAGER EL IN CAR VIDEO ANN	1411233182	03/03/26	195.00	
207-000.000-955.000	02/04/26	FLAGSTAR BANK, FSB	01/06/26-02/04/26	02042026	03/03/26	51.38	
207-000.000-958.000	12/16/26	MICHIGAN ASSOCIATION OF POLICE	PD-2026 ANNUAL MEMBERSHIP FEE-NISEN	300012943	03/03/26	100.00	
Total For Dept 000.000						4,997.77	
Total For Fund 207 Police Fund						4,997.77	
Fund 211 Act 302 Training Fund							
Dept 000.000							
211-000.000-678.000	02/06/26	AMWAY GRAND PLAZA HOTEL	PD MACP CONFERENCE NISENBAUM & DUHA	1025031A	03/03/26	744.80	
211-000.000-916.000	01/22/26	SOARING EAGLE CASINO & RESORT	PD TRAINING ROOM FOR DEPT MEETING	01222026	03/03/26	300.00	
Total For Dept 000.000						1,044.80	
Total For Fund 211 Act 302 Training Fund						1,044.80	
Fund 285 STRAWBERRY INDIANOLA IMP SAD (3129)							
Dept 000.000							
285-000.000-991.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	17,000.00	
285-000.000-992.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	2,443.75	
Total For Dept 000.000						19,443.75	
Total For Fund 285 STRAWBERRY INDIANOLA IMP SAD (19,443.75	

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 287 DOWNING DR ROAD IMP SAD							
Dept 000.000							
287-000.000-991.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	2,380.00	
287-000.000-992.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	342.13	
						<u>2,722.13</u>	
Total For Dept 000.000						2,722.13	
Total For Fund 287 DOWNING DR ROAD IMP SAD						<u>2,722.13</u>	
Fund 590 SEWER FUND							
Dept 527.000 SEWER OPERATING							
590-527.000-725.100	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	319.20	
590-527.000-725.200	02/17/26	AMERICAN UNITED LIFE INSURANCE	G 00617291-0001-000 03/01/26-03/31/	02172026	03/03/26	51.56	
590-527.000-751.100	02/18/26	DUBOIS-COOPER & ASSOCIATES	DPW SEAL PKG/BREATHER VENT/CLAMP/O	301977	03/03/26	19,972.00	
590-527.000-751.100	01/28/26	DUBOIS-COOPER & ASSOCIATES	DPW GRINDER PUM PARTS MOTOR HOUSING	300823	03/03/26	24,008.00	
590-527.000-751.100	12/10/26	REDMOND ENVIRONMENTAL INC.	DPW CONTROL BRACKET/SIMPLEX BOARD/M	11680	03/03/26	13,069.09	
590-527.000-752.000	02/17/26	FASTENAL COMPANY	DPW 5/16 NYLOCK (1000)	MIDE617729	03/03/26	347.83	
590-527.000-910.000	02/16/26	JEFFREY M MATTES	DPW CONFINED SPACE TRAINING 04/30/2	02162026	03/03/26	2,535.00	
590-527.000-910.000	02/03/26	MICHIGAN RURAL WATER ASSOCIATION	DPW BASIC WASTEWATER TRAINING L. AD.	2020-16614	03/03/26	500.00	
590-527.000-910.000	02/03/26	MICHIGAN RURAL WATER ASSOCIATION	DPW SUBMESIBLE PUMP TRAINING B RIDG	2020-16629	03/03/26	245.00	
590-527.000-910.000	02/03/26	MICHIGAN RURAL WATER ASSOCIATION	DPW WASTEWATER PLANT OPS B RIDGE	2020-16628	03/03/26	500.00	
590-527.000-910.000	02/04/26	MICHIGAN RURAL WATER ASSOCIATION	DPW SUBMERSIBLE PUMP M FISHER	2020-16654	03/03/26	245.00	
590-527.000-910.000	02/04/26	MWEA	DPW OPERATIONS TRAINING J SHARP	E38685	03/03/26	180.00	
590-527.000-955.000	02/26/26	ADAM COCHRANE	DPW FEB GYM MEMBERSHIP	02262026	03/03/26	100.00	
590-527.000-955.000	02/26/26	BRIAN RIDGE	DPW GYM MEMBERSHIP REIMBURSEMENT J.	02262026	03/03/26	26.08	
590-527.000-955.000	02/16/26	JONNY B SHARP	REIMBURSE GYM MEMBERSHIP JAN-(25) F	02162026	03/03/26	75.00	
590-527.000-955.000	02/26/26	LANCE ADAMS	DPW GYM MEMBERSHIP REIMBURSEMENT FE	02262026	03/03/26	46.00	
590-527.000-955.000	02/26/26	RYAN WARD	DPW GYM MEMBERSHIP REIMBURSEMENT FE	02262026	03/03/26	10.00	
Total For Dept 527.000 SEWER OPERATING						<u>62,229.76</u>	
Dept 537.000							
590-537.000-753.000	02/04/26	ALEXANDER CHEMICAL CORPORATION	WWTP POLYALUMINUM CHLORIDE 1 LB BUL	104771	03/03/26	9,479.40	
Total For Dept 537.000						<u>9,479.40</u>	
Dept 539.000							
590-539.000-991.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	620.00	
590-539.000-992.000	01/28/26	MICHIGAN FINANCE AUTHORITY	5301-01 & 5308-01 STATE REVOLVING	01282026	03/03/26	15,677.53	
590-539.000-992.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGS10 HAMBURG TWP 2010 SPEC A.	02102026	03/03/26	89.12	
Total For Dept 539.000						<u>16,386.65</u>	
Total For Fund 590 SEWER FUND						<u>88,095.81</u>	
Fund 591 WATER DEBT SERVICE FUND							
Dept 000.000							
591-000.000-991.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMCAPIMP08 HAMBURG TWP CAP IMP (WAT	02102026	03/03/26	100,000.00	
591-000.000-992.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMBURGCIR12 HAMBURG TWP 2012 CAP I	02102026	03/03/26	10,475.00	
591-000.000-992.000	02/10/26	THE BANK OF NEW YORK MELLON	HAMCAPIMP08 HAMBURG TWP CAP IMP (WAT	02102026	03/03/26	8,125.00	
591-000.000-993.000	02/10/26	THE BANK OF NEW YORK MELLON	3082100866-INV HAMCAPIMP08 ANNUAL F	00252-26-0104598	03/03/26	825.00	
Total For Dept 000.000						<u>119,425.00</u>	
Total For Fund 591 WATER DEBT SERVICE FUND						<u>119,425.00</u>	

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #	
Fund Totals:								
			Fund 101 General Fund			53,932.99		
			Fund 206 Fire Fund			3,352.41		
			Fund 207 Police Fund			4,997.77		
			Fund 211 Act 302 Training Fund			1,044.80		
			Fund 285 STRAWBERRY INDIANOLA IMP SAD			19,443.75		
			Fund 287 DOWNING DR ROAD IMP SAD			2,722.13		
			Fund 590 SEWER FUND			88,095.81		
			Fund 591 WATER DEBT SERVICE FUND			119,425.00		
Total For All Funds:							293,014.66	
--- TOTALS BY GL DISTRIBUTION ---								
		101-000.000-073.002	DISABILITY - LIBRARY			164.86		
		101-000.000-073.004	LIFE INSURANCE - LIBRARY			25.00		
		101-000.000-228.010	MI CHILD SUPPORT WITHHOLDING			2,231.23		
		101-000.000-231.200	DUE TO CHARITY CHARITABLE DEDUCTIONS			125.00		
		101-000.000-231.420	VOL. LIFE INSURANCE			1,204.59		
		101-000.000-239.000	SENIOR CENTER DONATIONS			109.24		
		101-000.000-239.300	SENIOR CENTER ACTIVITY FUND			470.78		
		101-000.000-239.700	SENIOR CENTER LUNCH PROGRAM			453.84		
		101-000.000-676.000	REIMBURSEMENTS & COST RECOVERY			(325.00)		
		101-171.000-725.100	LONG/SHORT TERM DISABILITY			48.29		
		101-171.000-725.200	LIFE INSURANCE			7.03		
		101-171.000-955.000	SUNDRY			30.00		
		101-201.000-725.100	LONG/SHORT TERM DISABILITY			119.23		
		101-201.000-725.200	LIFE INSURANCE			18.75		
		101-201.000-955.000	SUNDRY			168.00		
		101-215.000-725.100	LONG/SHORT TERM DISABILITY			83.75		
		101-215.000-725.200	LIFE INSURANCE			12.81		
		101-228.000-725.100	LONG/SHORT TERM DISABILITY			59.45		
		101-228.000-725.200	LIFE INSURANCE			8.75		
		101-253.000-725.100	LONG/SHORT TERM DISABILITY			81.53		
		101-253.000-725.200	LIFE INSURANCE			12.50		
		101-262.000-725.100	LONG/SHORT TERM DISABILITY			46.96		
		101-262.000-725.200	LIFE INSURANCE			7.81		
		101-265.000-725.100	LONG/SHORT TERM DISABILITY			67.00		
		101-265.000-725.200	LIFE INSURANCE			12.35		
		101-265.000-752.000	SUPPLIES & SMALL EQUIPMENT			325.97		
		101-265.000-930.000	MAINTENANCE TWP HALL			4,648.00		
		101-265.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP			36,310.47		
		101-275.000-752.000	SUPPLIES & SMALL EQUIPMENT			728.99		
		101-275.000-955.000	SUNDRY			3,650.00		
		101-702.000-725.100	LONG/SHORT TERM DISABILITY			77.50		
		101-702.000-725.200	LIFE INSURANCE			12.50		
		101-702.000-955.000	SUNDRY			100.00		
		101-702.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			289.05		
		101-751.000-725.100	LONG/SHORT TERM DISABILITY			26.56		
		101-751.000-725.200	LIFE INSURANCE			4.38		
		101-751.000-942.000	PORTABLE TOILETS			355.66		
		101-751.000-943.001	CHRISTMAS IN THE VILLAGE			96.31		
		101-751.000-955.000	SUNDRY			179.52		
		101-751.000-980.000	CAPITAL EQUIPMENT/CAPITAL IMP			702.91		
		101-800.000-942.000	PORTABLE TOILETS			940.92		
		101-820.000-725.100	LONG/SHORT TERM DISABILITY			39.13		
		101-820.000-725.200	LIFE INSURANCE			6.25		
		101-820.000-900.200	NEWSLETTER/PUBLICATIONS			195.12		
		206-000.000-676.000	REIMBURSEMENTS & COST RECOVERY			(25.00)		
		206-000.000-725.100	LONG/SHORT TERM DISABILITY			561.31		

Item 4.

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
		206-000.000-725.200	LIFE INSURANCE			92.50	
		206-000.000-752.000	SUPPLIES & SMALL EQUIPMENT			252.44	
		206-000.000-768.000	UNIFORMS/ACCESSORIES			150.00	
		206-000.000-916.000	TRAINING			700.00	
		206-000.000-932.000	VEHICLE MAINTENANCE			696.16	
		206-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			925.00	
		207-000.000-676.000	REIMBURSEMENTS & COST RECOVERY			(125.00)	
		207-000.000-725.100	LONG/SHORT TERM DISABILITY			640.26	
		207-000.000-725.200	LIFE INSURANCE			102.81	
		207-000.000-752.000	SUPPLIES & SMALL EQUIPMENT			599.98	
		207-000.000-768.000	UNIFORMS/ACCESSORIES			188.15	
		207-000.000-801.000	CONTRACTUAL SERVICES			38.94	
		207-000.000-807.000	SWAT TEAM EXPENSES			342.42	
		207-000.000-853.000	PHONE/COMM/INTERNET			550.00	
		207-000.000-916.000	TRAINING			1,616.31	
		207-000.000-932.000	VEHICLE MAINTENANCE			697.52	
		207-000.000-933.000	SOFTWARE MAINTENANCE			195.00	
		207-000.000-955.000	SUNDRY			51.38	
		207-000.000-958.000	DUES/SUBSCRIP/RECERTIFICATION			100.00	
		211-000.000-678.000	PA302 TRAINING REIMB			744.80	
		211-000.000-916.000	TRAINING			300.00	
		285-000.000-991.000	DEBT SERVICE - PRINCIPAL			17,000.00	
		285-000.000-992.000	INTEREST EXPENSE			2,443.75	
		287-000.000-991.000	DEBT SERVICE - PRINCIPAL			2,380.00	
		287-000.000-992.000	INTEREST EXPENSE			342.13	
		590-527.000-725.100	LONG/SHORT TERM DISABILITY			319.20	
		590-527.000-725.200	LIFE INSURANCE			51.56	
		590-527.000-751.100	GRINDER PUMP PARTS			57,049.09	
		590-527.000-752.000	SUPPLIES & SMALL EQUIPMENT			347.83	
		590-527.000-910.000	PROFESSIONAL DEVELOPMENT			4,205.00	
		590-527.000-955.000	SUNDRY			257.08	
		590-537.000-753.000	CHEMICALS			9,479.40	
		590-539.000-991.000	DEBT SERVICE - PRINCIPAL			620.00	
		590-539.000-992.000	INTEREST EXPENSE			15,766.65	
		591-000.000-991.000	DEBT SERVICE - PRINCIPAL			100,000.00	
		591-000.000-992.000	INTEREST EXPENSE			18,600.00	
		591-000.000-993.000	AGENT FEES			825.00	



Hamburg Township Public Safety Department

PO BOX 157 · HAMBURG, MICHIGAN 48139
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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 6.

TO: Hamburg Township Board

FROM: Chief Richard Duffany

DATE: February 26, 2026

AGENDA ITEM TOPIC: Engine 12 Repair

Number of Supporting Documents: 4

Requested Action

- Motion to approve the repair of Engine 12 by Right Away Repair of Brighton up to a maximum cost of \$30,000.00.

Background

On February 13, 2026, Engine 12 was responding to an emergency call for service. As they approached the drive for Hamburg Township Hall the driver/operator noticed a significant amount of “white smoke” coming from the exhaust pipe of the apparatus. The Lieutenant immediately contacted the Captain over the radio advising him of the situation and was advised to immediately pull the truck over. It was subsequently discovered that there was engine coolant coming out of the exhaust pipe. Engine 12 was taken back to Station 12 where it was taken out of service and the duty crew moved to Engine 1.

Once the apparatus returned to station 12, it was further observed that there was coolant coming from the exhaust pipe coupled with a “sweet smell” indicative of burning coolant. Capt. Vultaggio, who is the department’s officer in charge of apparatus maintenance, made contact with the department’s mechanic, Chris Jung, who had Capt. Vultaggio conduct a series of evaluative steps. After these evaluations were completed, it was the opinion of both Capt. Vultaggio and Chris Jung that the issue was most likely the result of a failure of the Exhaust Gas Recirculation (EGR) cooler. At this point Chris Jung advised Capt. Vultaggio to get in contact with Cummins Sales and Service in New Hudson. The findings were relayed to the specialists at Cummins and they advised that it was ok for us to drive the apparatus to their facility for further evaluation. The apparatus was taken to Cummins for further evaluation on February 16, 2026.

After evaluation by the specialist at Cummins, the below written comments were provided by the technician:



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



Item 6.

Pulled unit in and inspected. Found unit has a lot of pressure in the cooling system after only 5 minutes of run time. When you open the cap you can smell exhaust gas. Removed the egr crossover tube and found coolant sitting in the cooler. Unit has severe level overheat codes and low oil pressure codes. Egr temp was over 400f, coolant temp went up to 235-240f and oil pressure was in the low 30s at rated rpm. Put system under pressure and it holds pressure. Checked air compressor and there are no signs of a blown compressor head gasket. We need to pull the cylinder head and check for a blown gasket and or a pitted liner. The first thing we need to do is check the rod and main bearings due to the low oil pressure codes. If there is any crank damage that can't be polished out the unit will need an engine. I will be quoting for a full overhaul but the bare minimum we need to do is pull the head and make sure there are no pitted liners or cylinder damage. If the cylinders are okay we can just do a head, gasket, cooler and fluid changes. Things to be fixed: 1. Overhaul 2. Cooling system flush 3. Paint, burp, run, dyno 4. Final inspection, q/a

In response to the evaluation, Deputy Chief Zernick requested 3 quotes from Cummins for the following potential repair scenarios:

1. Removal of the head for further evaluation and mechanic finds a failed head gasket and EGR cooler. Repair and replacement of needed items.
2. Removal of the head for further evaluation and mechanic finds additional damage requiring a complete overhaul of the motor.
3. Replacement of the motor with a refurbished motor.

In addition to Cummins, Deputy Chief Zernick requested quotes from two additional companies for the same repair possibilities (Right Away Repair of Brighton and Superior of Detroit). The quotes are as follows:

1. **Scenario 1-** The department authorizes the opening of the block on the engine and the findings are nothing more than a failed head gasket and EGR Cooler. This would be the best-case scenario, however, they would not know that this is all that needs to be repaired until they get the head open and are able to evaluate the condition of the motor and evaluate the extent of the damage.
 - a. **Quote From Cummins** - \$16,444.25
 - b. **Quote From Right Away Repair** – \$18,747.29



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RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY



- c. **Quote from Superior Motor** – Did not provide quote.
2. **Scenario 2** – The department authorizes a complete engine overhaul which would be the result if they open the block and find any further damage in addition to what would constitute the repairs in scenario 1. This would consist of a full teardown of the motor to the block and rebuilding it while the motor stays in the apparatus.
 - a. **Quote from Cummins** - \$29,794.67
 - b. **Quote from Right Away Repair** – \$23,599.60 (Aftermarket Parts) - \$25,276.19 (OEM Parts)
 - c. **Cost from Superior Motor** – Did not provide quote.
 3. **Scenario 3-** The department authorizes a full replacement of the current motor with a refurbished motor. The cost quoted by Cummins for this option is \$63,010.06. Right Away repair and Superior could not provide a quote for this work.

Note: Engine 12 is not scheduled to be replaced until fiscal year 31/32 per the 10-year capital improvement plan.

Recommendation:

Based upon the aforementioned, it is the recommendation that the Township authorize Right Away Repair of Brighton to proceed with repairs to Engine 12 consisting of opening the engine block and making repairs as needed (and contained in their quote) up to a maximum cost of \$30,000.00.

Fiscal Considerations

Does the agenda item require the expenditure of funds? Yes No

If YES, are funds budgeted? Yes No

Fiscal year affected: 2025/2026

Is a budget amendment required? Yes No

General Ledger numbers affected: 206-000.000-932.000

Respectfully,

Chief Richard Duffany
Director of Public Safety



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 Sam Vultaggio - 810 3009207

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		18-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279218					ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 10018 YEAR 2012

COMPLAINT ESTIMATE FOR CYLINDER HEAD AND EGR COOLER REPLACEMENT. ROD AND MAIN BEARING INSPECTION. FLUSH COOLING SYSTEM.

CAUSE CUSTOMER REQUEST.

CORRECTION ESTIMATE FOR CYLINDER HEAD AND EGR COOLER REPLACEMENT. ROD AND MAIN BEARING INSPECTION. FLUSH COOLING SYSTEM.

THANK YOU FOR YOUR BUSINESS

COVERAGE CUSTOMER BILLABLE.

REMARK THANK YOU FOR USING CUMMINS SALES & SERVICE.

1	0	5529501RX	HEAD,CYLINDER	DRC		6,333.95	6,333.95
1	0	4942132D	HEAD, CYLINDER	CLEAN		405.00	405.00
-1	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY		405.00	- 405.00
1	0	5473339	KIT,UPPER ENGINE GASKET	CECO		433.21	433.21
1	0	LF9009	PAC, LF	FLG		67.54	67.54
7	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE		14.88	104.16
1	0	4352444	KIT,EXH RCN COOLER	CECO		2,195.89	2,195.89

TAX EXEMPT NUMBERS:	PARTS:	9,134.75
	PARTS COVERAGE CREDIT:	0.00CR
	TOTAL PARTS:	9,134.75

Completion date : 19-Feb-2026 11:22AM. Estimate expires : 20-Mar-2026 11:22AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services may be materially impaired, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer's obligation to pay for the Goods, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 Sam Vultaggio - 810 3009207

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		18-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279218					ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 10018

YEAR 2012

SURCHARGE TOTAL:	0.00
LABOR:	6,709.50
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	6,709.50
MISC.:	600.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	600.00
PARTS CALL OUT	500.00
FREIGHT	100.00

SIGN UP FOR AUTO EMAIL OF
 INVOICES AND CREDITS AT
[HTTP://CUSTOMERPAYMENT.CUMMINS.COM](http://customerpayment.cummins.com)

STATE **548.09**

Completion date : 19-Feb-2026 11:22AM. Estimate expires : 20-Mar-2026 11:22AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 16,444.25

TOTAL TAX: 548.09

TOTAL AMOUNT: US \$ 16,992.34

AUTHORIZED BY (print name)

SIGNATURE

DATE

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services under this Agreement is not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
 TO PAY ONLINE LOGON TO
 customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 SAM VULTAGGIO - 810 3009207

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		13-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279104			74388.9 / 5313		ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 10018 YEAR 2012

COMPLAINT CAUSE WHITE SMOKE AND COOLANT TANK IS BUBBLING

REMOVED THE EGR CROSSOVER TUBE AND FOUND COOLANT SITTING IN THE COOLER. UNIT HAS SEVERE LEVEL OVERHEAT CODES AND LOW OIL PRESSURE CODES.
 EGR TEMP WAS OVER 400F, COOLANT TEMP WENT UP TO 235-240F AND OIL PRESSURE WAS IN THE LOW 30S AT RATED RPM. ONCE THE HEAD IS OFF WE CAN INSPECT THE LINERS FOR PITTING OR CYLINDER DAMAGE.

1. OVERHAUL ENGINE
2. COOLING SYSTEM FLUSH
3. PAINT, BURP, RUN, DYNO
4. FINAL INSPECTION, Q/A

CORRECTION ELECTRONIC SERVICE TOOL - OPERATE
 TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS
 COURTESY VISUAL INSPECTION
 DIAGNOSTICE LABOR
 JOB SAFETY ASSESSMENT

THANK YOU FOR YOUR BUSINESS

TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS
 PAINT ENGINE, PARTIAL (REPAIR IN CHASSIS)
 DYNO 2
 OVERHAUL
 FLUSH COOLING SYSTEM
 JOB SAFETY ASSESSMENT

THANK YOU FOR YOUR BUSINESS

Completion date : 14-Feb-2026 06:57AM. Estimate expires : 15-Mar-2026 12:50PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

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At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services may be materially impaired, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
 TO PAY ONLINE LOGON TO
 customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 SAM VULTAGGIO - 810 3009207

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		13-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279104			74388.9 / 5313		ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN 10018 YEAR 2012

COVERAGE CUSTOMER BILLABLE.

REMARK THANK YOU FOR USING CUMMINS SALES & SERVICE.

DIAGNOSTIC CHARGE: 553.80

1	0	5633432	KIT,OVERHAUL	CECO		4,607.21	4,607.21
1	0	5529501RX	HEAD,CYLINDER	DRC		6,333.95	6,333.95
1	0	4942132D	HEAD, CYLINDER	CLEAN		405.00	405.00
-1	0	4942132D	HEAD,CYL ISC/QSC ISL/QSL	DIRTY		405.00	- 405.00
1	0	4352444	KIT,EXH RCN COOLER	CECO		2,195.89	2,195.89
12	0	CC36077	OAT	FLG		19.35	232.20
7	0	V891001	P BL 1 S GN2 15W-40 BULK	VALVOLINE		14.88	104.16
1	0	LF9009	PAC, LF	FLG		67.54	67.54
1	0	AH1183	AH PKG	FLG		251.81	251.81
1	0	FF5488	PAC, FF	FLG		29.31	29.31
1	0	FS19799	PAC, FS	FLG		102.96	102.96
1	0	3164067	SEALANT	CECO		29.79	29.79
1	0	3163087	LUBRICANT	CECO		48.86	48.86
1	0	3939352	GASKET,OIL SUC CONNECTION	CECO		5.65	5.65
6	0	3867471	SEAL,O RING	CECO		2.69	16.14
6	0	4954487	SEAL,O RING	CECO		4.42	26.52
4	0	3926704	CLAMP,T BOLT	CECO		39.90	159.60

Completion date : 14-Feb-2026 06:57AM. Estimate expires : 15-Mar-2026 12:50PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain, the terms and conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of any Goods or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related Services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services may be materially impaired, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement, including but not limited to delivery of Goods, shall be subject to the following terms: (i) require an alternative form of security satisfactory to Cummins, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any of all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 SAM VULTAGGIO - 810 3009207

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
18-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		13-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279104			74388.9 / 5313		ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		10018		YEAR 2012			
1	0	0	4384138	SENSOR,DFN PRESSURE	CECO	238.27	238.27
1	0	0	WF2071	WF PKG	FLG	23.00	23.00
12	0	0	3944593	SCREW,HEX FLANGE HEAD CAP	CECO	5.41	64.92
4	0	0	5263462	NUT,TWELVE POINT	CECO	4.65	18.60
4	0	0	5286984	STUD,DOUBLE END COLLAR	CECO	13.38	53.52
1	0	0	3163075	PAINT	CECO	36.87	36.87

TAX EXEMPT NUMBERS:

PARTS:	14,646.77
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	14,646.77
SURCHARGE TOTAL:	0.00
LABOR:	13,994.10
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	13,994.10
MISC.:	600.00
MISC. COVERAGE CREDIT:	0.00CR
TOTAL MISC.:	600.00
PARTS CALL OUT	500.00
FREIGHT	100.00
STATE	878.81

Completion date : 14-Feb-2026 06:57AM. Estimate expires : 15-Mar-2026 12:50PM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 29,794.67
 TOTAL TAX: 878.81

TOTAL AMOUNT: US \$ 30,673.48

AUTHORIZED BY (print name)

SIGNATURE

DATE

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain, the terms and conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of any Goods or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services under this Agreement is not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any of all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 Sam Vultaggio - 810 3009207

PAGE 1 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		19-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279247					ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		10018	YEAR 2012				
COMPLAINT		ESTIMATE FOR ENGINE REPLACEMENT.					
CAUSE		ESTIMATE FOR ENGINE REPLACEMENT.					
CORRECTION		ESTIMATE FOR ENGINE REPLACEMENT.					
COVERAGE		CUSTOMER BILLABLE.					
REMARK		THANK YOU FOR USING CUMMINS SALES & SERVICE.					
1	0	0	DR8700RX	ENG ISC 8.3 10 B 300@2000	DRC	44,973.46	44,973.46
1	0	0	DR6506D	ENG ISC 8.3 B	CLEAN	6,075.00	6,075.00
-1	0	0	DR6506D	ENG ISC 8.3 B	DIRTY	6,075.00	- 6,075.00
1	0	0	5255739	TUBE,BREATHER	CECO	114.72	114.72
1	0	0	5255738	TUBE,BREATHER	CECO	43.44	43.44
1	0	0	5260880	TUBE,CPR WATER OUTLET	CECO	175.84	175.84
1	0	0	3061833	UNION,MALE	CECO	28.16	28.16
1	0	0	4937624	BRACE,TUBE	CECO	49.70	49.70
1	0	0	5256459	TUBE,AIR TRANSFER	CECO	210.48	210.48
1	0	0	5270057	HOSE,PLAIN	CECO	29.03	29.03
1	0	0	4384224RX	PUMP,FUEL	DRC	4,189.82	4,189.82
1	0	0	4954315D	PUMP, FUEL XPI GRYPHON	CLEAN	472.50	472.50
-1	0	0	4954315D	PUMP, FUEL XPI GRYPHON	DIRTY	472.50	- 472.50
2	0	0	3963990	WASHER,SEALING	CECO	4.69	9.38

Completion date : 20-Feb-2026 09:37AM. Estimate expires : 21-Mar-2026 09:38AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain, the terms and conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. INVOICING AND PAYMENT. 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services under this Agreement is not commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY, TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall constitute a sale of Goods and/or Services. Customer's obligation to pay for the Goods, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. INDEMNIFICATION. 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. CANCELLATION; TERMINATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. REFUNDS; CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party agrees that confidential 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 orally, 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.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. MISCELLANEOUS. All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
 TO PAY ONLINE LOGON TO
 customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 Sam Vultaggio - 810 3009207

PAGE 2 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		19-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279247					ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		10018	YEAR 2012				
2	0	3969822	CONNECTOR,QCK DISCONNECT		CECO	25.33	50.66
1	0	5264573	UNION,MALE		CECO	89.11	89.11
1	0	3969998	DIPSTICK		CECO	182.55	182.55
1	0	5482141	BRACE,TUBE		CECO	59.37	59.37
6	0	3945236	CROSSHEAD,VALVE		CECO	37.93	227.58
1	0	4995628	LEVER,ROCKER		CECO	265.08	265.08
1	0	4934679	HOUSING,ROCKER LEVER		CECO	749.20	749.20
1	0	3940116	PLUG,BYPASS		CECO	51.97	51.97
1	0	3287902	COUPLING,ELBOW HOSE		CECO	65.49	65.49
1	0	3282433	SCREW,HEX FLANGE HEAD CAP		CECO	19.45	19.45
1	0	5683521	TENSIONER,BELT		CECO	231.00	231.00
1	0	3959798	GASKET,VALVE COVER		CECO	60.21	60.21
7	0	V891001	P BL 1 S GN2 15W-40 BULK		VALVOLINE	14.88	104.16
12	0	CC36077	OAT		FLG	19.35	232.20

TAX EXEMPT NUMBERS:

PARTS:	52,212.06
PARTS COVERAGE CREDIT:	0.00CR
TOTAL PARTS:	52,212.06
SURCHARGE TOTAL:	0.00
LABOR:	9,798.00
LABOR COVERAGE CREDIT:	0.00CR
TOTAL LABOR:	9,798.00
MISC.:	1,000.00

Completion date : 20-Feb-2026 09:37AM. Estimate expires : 21-Mar-2026 09:38AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)

SIGNATURE

DATE

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of the Goods and/or Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services may be materially impaired, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any of all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
 Cummins Sales and Service
 PO Box 772639
 Detroit, MI 48277-2639

Item 6.

NEW HUDSON MI BRANCH
 54250 Grand River Avenue
 New Hudson, MI 48165-
 (248)573-1900

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-0157

OWNER

HAMBURG TWP
 PO BOX 157
 HAMBURG, MI 48139-
 Sam Vultaggio - 810 3009207

PAGE 3 OF 3

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
19-FEB-2026		17-JUL-2012	ISC8.3 CM2250		ROSENBAUER
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
222117		19-FEB-2026	73373673	CPL373400	COMMANDER
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
279247					ENG 12

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN 10018	YEAR 2012			
				MISC. COVERAGE CREDIT:			0.00 ^{CR}
				TOTAL MISC.:		1,000.00	
				PARTS CALL OUT			1,000.00
				SIGN UP FOR AUTO EMAIL OF INVOICES AND CREDITS AT HTTP://CUSTOMERPAYMENT.CUMMINS.COM			
				STATE			3,132.72

Completion date : 20-Feb-2026 09:37AM. Estimate expires : 21-Mar-2026 09:38AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 63,010.06

TOTAL TAX: 3,132.72

TOTAL AMOUNT: US \$ 66,142.78

AUTHORIZED BY (print name)

SIGNATURE

DATE

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements 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 represents that by its signing of this Agreement that the signer represents that he or she authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties 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 Cust 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 constitutes a waiver of, or serves to explain, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement.

Item 6.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (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. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option period for the purchase of Services.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely 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 injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements 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. **INVOICING AND PAYMENT.** 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 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 Goods and/or 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. All sales are subject to Cummins' ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that the performance of Services may be materially impaired, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision.

If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement, or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. **TAXES; EXEMPTIONS.** The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. **DELIVERY; TITLE AND RISK OF LOSS.** Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase and performance of Services under this Agreement shall be subject to the terms and conditions of the applicable carrier's bill of lading. Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

(i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) low, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. **DELAYS.** Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance 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, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR 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 LABOR AND SERVICE. WHILE CUMMINS WILL MAKE A REASONABLE EFFORT TO MEET THE DELIVERY SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES.

New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement.

Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply.

HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first, or (ii) for engines, for a period of ninety (90) days after completion of Services or 3,000 miles or 900 hours of operation, whichever occurs first. 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 the 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 Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.

THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES 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.

8. **INDEMNIFICATION.** 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 and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. **LIMITATION OF LIABILITY. 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, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS 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 GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

10. **GOVERNING LAW, VENUE, AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by, interpreted, 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 federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

12. **CANCELLATION; TERMINATION.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. **REFUNDS; CREDITS.** Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, 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 in 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 license or any other rights to use any of the intellectual property rights of Cummins.

15. **COMPLIANCE WITH LAWS.** Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding,

Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. **CONFIDENTIALITY.** Each party agrees that confidential 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 orally, 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.

17. **PRICING.** To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. **TARIFF AND DUTY SURCHARGES.** In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. **MISCELLANEOUS.** All notices, including but not limited to notices of invoices or otherwise, 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 and/or Invoice.

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 or the enforceability of the Agreement generally, 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. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. 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.



Hamburg Township Public Safety Department



Item 7.

PO BOX 157 · HAMBURG, MICHIGAN 48139
PHONE: (810) 231-9391 · FAX: (810) 231-9401
EMAIL: HATP@hamburg.mi.us

RICHARD DUFFANY, DIRECTOR OF PUBLIC SAFETY

TO: Hamburg Township Board

FROM: Chief Richard Duffany

DATE: February 26, 2026

AGENDA ITEM TOPIC: Payment of OSSI Fees

Number of Supporting Documents: 1

Requested Action

- Motion to approve the payment of \$22,871.80 to the Livingston County Information Technology Department for the 2026 annual OSSI software maintenance fee and connection fees for January – March, 2026.

Background

Hamburg Township Police utilizes the countywide dispatching services provided by Livingston County Central Dispatch. As a member of this consortium, we use the county-designated computer software (OSSI software) for our Computer Aided Dispatch (CAD) system and our Records Management System (RMS). For the 2026 calendar year, the OSSI software maintenance fee for our agency is \$21,971.80 and the 3-month connection fee (for January – March of 2026) is \$900.00 for a total of \$22,871.80.

Fiscal Considerations

Does the agenda item require the expenditure of funds? Yes No

If YES, are funds budgeted? Yes No

Fiscal year affected: 2025/2026

Is a budget amendment required? Yes No

General Ledger numbers affected: 207-000.000-933.000

Respectfully,

Chief Richard Duffany
Director of Public Safety



LIVINGSTON COUNTY INFORMATION TECHNOLOGY
 304 E GRAND RIVER, HOWELL MI 48843

PO#2026
207.000.933.000

HAMBURG TWP POLICE DEPARTMENT
 PO BOX 157
 HAMBURG, MI 48139

Item 7.
 REMIT PORTION

Invoice Date	02/09/2026
Invoice Number	14780
Customer Number	451
Amount Paid	\$0.00
Due Date	03/11/2026
Invoice Total Due	\$22,871.80

1st QUARTER OSSI 2026
 JAN, FEB, MAR 3 X 300 = \$900
 CENTRAL SQUARE YEARLY MAINT FEE =
 \$21,971.80

✂ DETACH AND RETURN THE PORTION ABOVE WITH YOUR PAYMENT ✂

Remit Payment to: LIVINGSTON COUNTY INFORMATION TECHNOLOGY, 304 E GRAND RIVER, HOWELL, MI 48843

INVOICE
 Customer Copy

CUSTOMER	INVOICE DATE	INVOICE NUMBER	AMOUNT PAID	DUE DATE	INVOICE TOTAL DUE
HAMBURG TWP POLICE DEPARTMENT	02/09/2026	14780	\$0.00	03/11/2026	\$22,871.80

DESCRIPTION	QUANTITY	PRICE	UOM	ORIGINAL BILL	ADJUSTED	PAID	AMOUNT DUE
OSSI SOFTWARE MAINTENANCE FEE	1.00	\$21,971.80	EACH	\$21,971.80	\$0.00	\$0.00	\$21,971.80
OSSI CONNECTION FEES	3.00	\$300.00	EACH	\$900.00	\$0.00	\$0.00	\$900.00

Please include Invoice Number on your check.

Make Checks Payable to: LIVINGSTON COUNTY INFORMATION TECHNOLOGY
 304 E GRAND RIVER
 HOWELL, MI 48843

Invoice Total:

\$22,871.80

TO: Board of Trustees

FROM: David Rohr, Planning & Zoning Director

DATE: March 3, 2026

AGENDA ITEM TOPIC: Zoning Map Amendments **PSPA 26-0001**

Number of Supporting Documents: **8**

Requested Action

Preliminary Site Plan Approval White Water Express Car Wash **PSPA26-0001:**

LOCATION:

The project is located at 5580 E. M-36 on a 1.36-acre site. The parcel is an out lot of the Chilson Common development and is currently vacant. The parcel will be accessed by the private internal Chilson Common road network.

PROJECT DESCRIPTION:

Proposed 4,375sf express tunnel car wash. The proposed car wash will be located at 5580 E. M-36 (Chilson Commons). Features include 20 proposed vacuum spaces (free to customers) utility, stormwater, lighting and landscaping improvements. (*Project narrative attached*)

PROJECT HISTORY:

A Pre-Submittal meeting for White Water Express Car Wash **PSPA26-0001**, took place on November 6, 2025. Hamburg Township Planning Commission, at the February 18, 2026, meeting recommended approval of preliminary site plan. (Minutes attached)

Fiscal Considerations

Does the agenda item require the expenditure of funds? Yes No

Are funds budgeted? Yes No

Fiscal year affected: Choose an item.

Is a budget amendment required? Yes No

General Ledger numbers affected: _____



10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

Supervisor Pat Hohl **Clerk** Mike Dolan **Treasurer** Jason Negri **Trustees** Bill Hahn, Patricia Hughes, Chuck Menzies, Cindy Michniewicz

PLANNING COMMISSION MEETING
Wednesday, February 18, 2026 at 6:00 PM
Hamburg Township Hall Board Room

MINUTES

CALL TO ORDER

Vice Chair Ron Muir called the meeting to order at 6:00 pm.

PLEDGE TO THE FLAG

ROLL CALL OF THE BOARD:

- 1) **PRESENT:**
 - John Hamlin
 - Patricia Hughes
 - Victor Leabu Jr
 - Deborah Mariani
 - Ron Muir, Vice Chair
 - Joyce Priebe

- 2) **ABSENT:**
 - Jeff Muck, Chair

APPROVAL OF MEETING AGENDA for tonight.

Approval Motion made by Commissioner Priebe, seconded by Commissioner Mariani, to approve the agenda as presented.

Voice Vote: Ayes (6); Absent (1) Chair Muck

VOTE: MOTION CARRIED

APPROVAL OF THE MEETING MINUTES

Approval Motion made by Commissioner Hamlin, seconded by Commissioner Priebe, to approve November 19, 2025 Planning Commission Meeting Minutes with corrections as noted by Commissioner Hughes via email.

Voice Vote: Ayes (6); Absent (1) Chair Muck

VOTE: MOTION CARRIED

CALL TO THE PUBLIC-

Vice Chair, Muir opened the general call to the public, but no one came up to speak so he closed the session.

OLD BUSINESS

None

NEW BUSINESS

1) PSUP 26-0001 Special Land Use-White Water Express Car Wash – 5580 E. M.36

Vice Chair, Muir, opened the special call to the public, but no one came up to speak so he closed the session.

Then he had David Rohr, the Planning and Zoning Director, provide some information about this project. David stated that a presubmittal meeting was held in October 2025 with Commissioners Priebe and Leabu present. This car wash is being proposed on Lots #8-#10 at the Kroger at Chilson Commons. This project doesn't have any specific kind of land use requirements, but it does require a special land use in this zoning district. The project has some general qualifications, and David noted parts of the Master Plan that this project would satisfy. This project satisfies the Master Plan's goals #4, #7, and #8, since this is a commercial hub development site in Hamburg Township. These lots have always been intended for commercial development. Many township residents have come to see this area as a vacant wooded lot, but they were designated for commercial out lots. The applicant is proposing to build a carwash here which staff supports. This proposed project is permitted under a special land use permit at that location.

Commissioner Mariani asked David about the traffic study that has been completed for this car wash proposal. David said that there has not been any formal traffic study done for this project since their ingress and egress doesn't empty directly onto M36. This project doesn't require a traffic impact study. Traffic studies would be done within the internal network of Chilson Commons. Traffic will increase with any new use in that area. This is quite different from the previous car wash project since that project was going to create traffic out on M-36 directly. This new car wash project will not be accessing M-36

directly but could impact Chilson Commons internal traffic flow. The internal traffic flow will be considered in the actual site plan review after this special land use meeting.

Commissioner Priebe stated that traffic will not be a huge issue here for a while since there are still many vacant out lots that are not developed yet. She stated that this project will not have a major impact on the internal roads within Chilson Commons, so she doesn't have any concerns about traffic here.

Commissioner Leabu said he was fine with the special land use, as was Chair Muir. Commissioner Hamlin had a follow up comment about the staff report stating that the planning commissioners had the ability to make appropriate conditions for the preliminary site plan regarding the traffic. He asked David if he had any recommended conditions that the planning commissioners might consider. David said no, not at this time but that the PC could request additional traffic counts. Staff don't feel that this project requires a full-blown traffic analysis, since that would be an unfair burden on this development.

Trustee Hughes made a comment about the 4-way stop in Chilson Commons. She stated that no one uses the round correctly when they go to the gas station. She stated that the internal traffic way in Chilson Commons could only handle about 20 cars to wait for a car wash. She mentioned that the developer might address that later during the preliminary site plan review. The Master Plan Goals talk about encouraging the existing landscape, natural features and such. She said that since the lots were undeveloped, they added aesthetically to the community's natural rural features, even though there were only scrub bushes and a few trees that have grown over time. This greenery screened the commercial buildings from the view on the M-36 corridor.

Vice Chair Muir asked for a motion for the special land use permit for the car wash project.

Approval motion made by Commissioner Priebe, seconded by Commissioner Leabu, to make a resolution to grant approval for the **Special land use application PSUP 26-0001** at property location at 5580 E. M-36. (Parcel ID#4715-22-400-023 & 4715-22-402-900). These vacant parcels are out lots zoned as Community Services (CS) for commercial uses. The applicant is pursuant to the provisions of the Hamburg Township zoning ordinance submitted a special land use application on January 6, 2026, for the proposed Whitewater Express car wash. Section 12.01 (D) (14) of the Hamburg Township Zoning Ordinance designates "Auto washes" as a special land use in Community Services (CS) Districts; and the Hamburg Township Zoning Administrator and Planner has determined that the applicant has met the Special Use Permit Standards from Section 36-36 of the Hamburg Township Zoning Ordinance; and the Hamburg Township Zoning Administrator and Planner has determined that the site plan specific requirements will be addressed in the Preliminary Site Plan Review (PSPA 26-0001) application submittal; and now therefore, be it resolved, the Hamburg Township Planning Commission, by a majority vote at a regularly scheduled and duly-noticed meeting, held this 18th day of February 2026, grants **Special Land Use PSUP 26-0001 White Water Express Car Wash**, 5580 E. M-36 (Chilson Commons) Hamburg, MI (Parcels ID#4715-22-400-023 & 4715-22-402-900) subjected to the conditions listed below:

Voice Vote: Ayes (6);

Absent (1) Chair Muck

VOTE: MOTION CARRIED

2) PSPA 26-0001 Preliminary Site Plan-Whitewater Express Car Wash

Vice Chair, Muir, opened the special call to the public, but no one came up to speak so he closed the session.

Muir then invited the applicant, Eric Williams, to come up to the podium to discuss the Whitewater Express Car Wash site plan. Eric works for Stonefield Engineering Design that is addressed at 555 South Old Woodward, Birmingham, Michigan. He is representing applicant EROP LLC. He stated that Sean Daughtry was there on behalf of the applicant. Eric stated that they were proposing to construct a 4,375 sq foot Whitewater Express Car Wash on lot #10 which is a vacant 1.4-acre lot. It is zoned C-5 and is contained within a PUD. The car wash is open 7 days per week, from 7:30 am to 8 pm. There are 28 stacked spaces for waiting cars on this proposed lot with two paying stations. He stated that he didn't believe that there would be any waiting spillage outside their lot. They have already submitted to MDOT, and they will need a permit from them for some right of way work that is occurring. MDOT hasn't made any objections to their proposal since there will be no impact on the overall traffic here. Their access will be on the southwest most corner. Eric showed the commissioners the site plan on a easel diagram and explained that there would be vacuums onsite for paying customers, as well as a fast lane for monthly membership customers. Eric went on to address the slopes and trees onsite. The existing site exists about 6-8 feet below M-36. They are proposing to raise the site by 4 feet to bring up to the grade of the roadway and level out the property. This will impact some of the vegetation that is out there today. They are proposing to maintain as much vegetation as they can on the east side of the car wash, by the Kroger sign. We want to provide an open view of our building along the roadway, which will screen many of the rear buildings in Chilson Commons Plaza from a roadway view. Eric stated that they would also provide any additional vegetation that the PC would require under the township ordinance. He said that the site lighting will include LED bulbs. They want to maintain a good neighborly reputation so they would propose turning off lights one hour after closing (at 9pm). There will be building-mounted lighting that will stay on all night for security and safety reasons. Most of the site lighting would be timed. Eric showed some elevation plans with building renderings. The face of the building to the roadway will have reflective mirrored glass windows that will hide the inside view of the car wash from the M-36 corridor. Customers will be able to see outside when their car is being washed but outside traffic will not see through these windows. The building's highest towers will be 24 ft.

Vice Chair, Muir asked the PC commissioners if they had any questions or comments for Eric. Trustee Hughes asked Eric about their proposal to raise the site by 4 feet. Commissioner Leabu said that even at that level, it will be substantially lower than M-36. She asked what will happen to the western vacant lot, once you raise their lot 4 feet? Eric stated that the western vacant lot drains onto their lot presently, so they have provided a stormwater catch basin which will allow that drainage to flow through their site. Hughes mentioned some steps or terracing on the slope. Eric said that she might be referring to the contour lines on the landscape plan. She said she saw it in the text of the site plan. Eric said that the building will be slightly higher than Chilson Commons Dr. The parking lot will drain towards that road. We are going to capture everything onsite. Our building will sit slightly higher than the roadway. The slope coming off the walkway from M-36 will all drain towards the building. It will create a swale, capturing water, sending it out around the building. There is a ditch along M-36. Hughes asked Eric where their detention area was located. Commissioners Muir and Leabu mentioned that they have drainage rights within the property that Kroger has established under the

PUD. Eric mentioned that these drainage easement rights allow them to connect into the existing storm sewer. The township engineer has reviewed IMAG's stormwater drawings.

Commissioner Hamlin asked if the project's water use will be obtained from existing wells owned by Kroger. Eric clarified that Kroger has two wells that operate onsite. Kroger also has a fire suppression system tank set up in case there is a fire, and the wells fail. Kroger will give them rights to use these wells. Whitewater will install additional tanks to ensure capacity during operations. Kroger treats their well water, but Whitewater will also treat this water a second time to ensure car washing standards. Whitewater will have reclamation tanks onsite that will settle out sand, grit, oil, soap, and any other solids before it releases its wastewater to the township treatment plant. These tank's collected solids will be disposed of and treated offsite, separately before the wastewater is released to the municipal treatment facility.

Vice chair Muir asked Eric if they would be handling the salt that will be washed off the vehicles, through the sewer system. He said they do not want the salt released into the Chain of Lakes waterway. Eric said that salt treatment and capture will be based on how the Kroger sewer system was designed & built, as well as what the township ordinance requires of them. Today there are water quality units where they would route their storm water through to treat salt debris, floatable solids, and oils. That unit would get serviced every 6 months and treated off site. Muir said that the PC members should ensure that the carwash will handle the salt, since this was a big deal a few years ago. Sean Daughtry added to the discussion by stating that there are state regulations on this effluent. The state does random tests of car wash water and if it is ever over the state's recommended level then Whitewater would have to address that issue. Regarding salt, they have always been tested below the safe level. Muir recommended that David should investigate such salt regulations to ensure that the sewage doesn't get released into the Chain of Lakes. David let Muir know that our utilities department has special wastewater requirements for car washing as well. Sean said that the utility department said that their softeners must dump into the storm water instead of the sanitary system.

Commissioner Leabu asked Muir if he should ask questions right now. He said yes. Leabu said he had one question about the number of vacuums that Whitewater was proposing for this project. He also asked who would get to use the vacuums. Is it for monthly membership customers or just people who get their car washed at one time? Eric said the vacuums would be for any paying customer. Commissioner Priebe said she didn't have anything to say.

Commissioner Mariani asked Eric if the reclamation tanks are treated offsite or onsite. Eric said offsite. Eric said they handle this waste according to state regulations. She asked about the 28 stacked spaces onsite between two enter lanes, one for month customers (express) and the other for one-time customers. She asked how many vacuums were being offered here. Eric said 19 vacuums.

Commissioner Leabu said he had lots of comments. He said he appreciates the architecture presented here. He said he has not seen full-use vacuums before. Leabu said he thinks having 19 vacuums onsite is overkill. He said he would like to see only half that many vacuums there, and especially if they are black in color. Leabu asked if each vacuum would have lighting. Eric said yes. Leabu said that is why he would like to see less vacuums onsite. Leabu proposed that the lighting should be turned off when they are not in use. Leabu asked why they were proposing to cut all the deciduous trees along the M-36 ridge. Leabu said he felt that the applicant should do some landscaping to screen and accent the building. He is not recommending any low bushes and only evergreens. He would like to see some of the deciduous trees left as well. He said he would like to see more landscaping and that he is not asking for them to totally hide their building but accent it. He

recommended that the applicant drive by the Kroger gas station and see what the PC required them to do. Leabu said that once the car wash is built, everyone will know where it is. He said that they don't have to expose the whole west side of the building to M-36. Leabu said he would like to see more landscaping on the north side of the building and less vacuums with lights that turn off when not in use.

Vice Chair Muir asked if 19 vacuums were the standard for all their car wash developments. Sean said that the minimum number of vacuums per site is 15, or they do not build the car wash. If we don't build that many, people will not come. Sean said they like to be between 15-25.

Commissioner Hamlin asked about lot coverage/parking lot coverage on the site plan. He said the site plan should state the maximum lot coverage and not minimum lot coverage on the site plan table. Hamlin mentioned that when Kroger expanded, that some of the areas in their development PUD were conversation areas. Hamlin recommended that the PC should make sure that this project is compliant with this Kroger Development Agreement. Hamlin said that the PC's requirements for the preliminary site plan requires that applicants should have full-sized architectural plans submitted but there are none. Hamlin said he was looking for height and color of the building or the vacuum center. He said he would like to know what they look like. Hamlin explained that his wife and himself see numerous vacuums in front of the Brighton Meijers that no one is using.

Trustee Hughes said that she was concerned by having so many vacuums in one area. She fears that this might cause many people to back into each other. She said that they almost do that in the Kroger shopping parking lot. She agreed that the number of vacuums being proposed here was too many. Commissioner Hamlin touched base on landscaping requirements. He said he thought they needed 8 trees on the north side of the building, but that all these trees shouldn't be put into one little area. He commented that the developer needed trees on the north side of the building as well.

Vice chair Muir recommended that the developer keep some of the mature trees that are on the north side of the building. Eric came up to the podium and explained that David had pointed this out to him. Two or three trees to the west end of the parcel could be saved. Eric said the issue is having to regrade this site to bring it up in elevation to the roadway. Eric said that they want people to have the chance to see their building easily from M-36 so they can safely maneuver into the shopping center and access their car wash. Eric said that he believed in the development agreement that there was language that allowed for the removal of trees on lot # 10 for its development. Eric mentioned that they were having issues with DTE regarding the utility easement through that area. Eric said that the utility companies usually come through and chop the tops of the trees making them look ridiculous. Eric stated that Whitewater wants people in the community to be happy with their car wash project. He said if a handful of additional trees were needed, then they would be willing to do that.

Hamlin mentioned that the site plan stated that a few exterior tunnel wall lights would be left on all night near the office door for security purposes. Hamlin said he believed that lights were supposed to be off at 11pm. Eric said that if that is an ordinance requirement, then they will abide by that. David responded to Hamlin that these are referring to the parking lot lights, not lights on the building. Hamlin said that they have had issues with lighting with past projects. Since the PC members are not lighting experts, we would hate for this to be built and then to find out it is an issue later. Eric assured Hamlin that the lighting that they would be using would be downward shielded. Hamlin stated that this site plan should include architectural plans that include some specifications /drawings of the vacuums. Hamlin agreed that the number of vacuums should be reduced and that more landscaping

was needed on the north side of the building. Hamlin also mentioned that they needed to make sure that this whole project was fully compliant with the development agreement that Kroger signed with their expansion.

Vice Chair Muir asked David if the preliminary site plan review approval required architectural design plans right now. Hamlin said that the check list for Preliminary and Final Site Plan Approval require architectural landscape plans. Hamlin read that these architecture plans are required to show elevation building design, size, height, windows and doors.

David said that the full-sized architectural plans that came in as part of the submittal, which he included in their packets, but they are not attached to the full-sized site plans. David said he will have them add the full-sized architectural plans to the site plan for the final site plan submittal. David reminded the PC that the Development Agreement was amended regarding the creation of lots of 9 & 10. David had spoken to Bill Watch and Mike Dolan about this development agreement. David said that there was no formal conservation easement. These vacant parcels were intended as commercial lots. David said that the PC members could receive a copy of the Development Agreement for the final site plan meeting.

Vice Chair Muir said he didn't see any trees on the site plan. Eric said that they created a new site plan after they got the comments from David. Eric went to the easel and walked the new site plan up to the PC members' table. Eric agreed that there were no trees on the north side of the building. There was more discussion about the DTE utility easement and possible tree locations. Muir asked the developer if they could reduce the number of vacuums and see if that new experiment in Hamburg would work for future developments. Sean said that they would have to go back to their partners to see if they would be willing to do that.

Trustee Hughes asked for either David or the developer to clarify the north side of this development. The developer explained the site plan. Hughes asked where the car wash employees would park. Eric said that they could utilize 5 offsite parking spaces in Chilson Commons for their staff members to park.

Commissioner Leabu said that Hamburg is rural so the idea of people needing a 19 vacuum center is beyond his imagination. Leabu said he drove by the Brighton Whitewater Car Wash, and he had seen all the fluorescent lights for the vacuums at night. Leabu asked if the developer could agree on the minimum 15 vacuums, would they consider adjusting their lighting policy for the vacuum center. Sean said they would be willing to make some adjustments. Sean said that they had dropped down to lights on every other vacuum. Leabu said he was flexible on the number of vacuums, but he wasn't flexible on the landscaping. Leabu said that they would not require them to do more landscaping than they have done with past projects.

Eric went to the easel and brought that new rendering picture to the PC table. Sean assisted Eric, by bringing the building sample board over to the PC table. Sean let Leabu know that the front of the building would be using architectural block which is not brick but half blocks. He said that this is a new prototype of building design. Trustee Hughes said that she liked this new style of building that was presented on the rendering and on the sample board. Leabu started talking about awnings over each window on the front street-side, but Hughes said she didn't want awnings to be put on the front of the building. She said the current design had a nice, clean smooth surface. Leabu said he wasn't clear on what materials were on the rendering drawings. Sean and Eric explained what materials were being proposed where on the buildings. Leabu asked the developer if they had already set up

this type of building somewhere that they could fly them to, so they could view it. Leabu complemented their work on the materials board. Sean thanked Mike in the back.

Trustee Hughes mentioned that landscape screening is very important to Hamburg Township to hide buildings and developments from the road. She said whatever they could do to help make their development as rural as possible would be much appreciated. Commissioner Mariani added to what Hughes said, asking that the trees be added in clusters rather than in straight line along the road. She recommended that they mix up the variety of trees with low shrubbery in the front. Mariani recommended some arborvitaes with lower bushes in bunches to give the site a warmer look rather than a linear design. Eric reiterated that the PC seemed to be looking for a more natural look rather than a cookie cutter image. He said that they would be strategic with their view lines. Trustee Hughes asked Leabu if the landscaping could consist of mulch, small greenery items and much bigger things. She proposed landscaping that doesn't need a lot of maintenance and that can be kept wild. Some of the PC members mentioned that people would be walking along that area so it would need to be maintained. She agreed that she has never walked along that corridor so she might need to walk by there to see what it looks like, in order to have a better idea of what she is proposing.

The PC members had a discussion with the developer and applicant about how quick and how easy it was to purchase a car wash. Eric clarified that the reason that they propose so many vacuums is to avoid having backup accidents in the vacuum center, with people who are waiting to get into a spot. Eric said they are trying to reduce site impacts and reduce noise coming from the site. Sean also let the PC know that they do not only offer vacuums at their car wash, but they offer glass & multipurpose cleaning there as well. There is a mat washer too.

Trustee Hughes mentioned that when the new apartments are built and the new residents don't have a location to vacuum out their vehicles, they will love going there to wash & vacuum their cars out. Commissioner Priebe agreed with the PC members that the landscaping is non-negotiable. The number of vacuums is not a big deal. David reminded the PC members and the developers that the signage packet will need to be presented at the final site plan review. Sean reminded the PC board that the lights will go off on automatic timers.

Approval motion made by Commissioner Priebe, seconded by Trustee Hughes, to grant recommended preliminary approval for the resolution provided with the following five conditions:

Condition #1 Detailed signage plan should be submitted for the final site plan review.

Condition #2 Prior to the review of the final site plan or the issuance of a land use permit as needed. All appropriate approvals from local, state, county and federal agencies, including but not limited to the Hamburg Township Fire, Assessor, and Public Works Dept., the Livingston County Road Commission, the Livingston County Drain Commission, County Health Dept, Michigan Dept of Environment, Great Lakes and Energy, and MDOT shall be received.

Condition #3 Additional landscaping will be required along the north side of the building.

Condition #4 The vacuums will be black and specified on the architectural plans.

Condition #5 Consider reducing the number of vacuums and lights on the vacuums.

3) Zoning Administrator's Report

- 2025 Annual Report review

- (1) Hamburg Township is now going through a recertification for our MS4 permit with EGLE.
- (2) Data centers- Vice Chair, Muir asked David if we should worry about data centers being located in our township. David said that we don't have enough vacant acreage for such a development in our township.
- (3) Cell tower permit- Commissioner Hamlin asked about this permit. David let him know it was for an equipment upgrade to an existing cell tower.
- (4) Three grading complaints for code violation without grading permits. David let Commissioner Hamlin know that these were concerns that came from neighbors. David said that Ted goes out to check, and each complaint involved the delivery of dirt for a raised bed or a landscaping project that didn't require a grading permit.
- (5) Short term rentals- Commissioner Leabu asked how these land use permits were going. David said we don't get many of them during the winter. David said there will be an increase in STR land use permits as well as complaints about STRs during the summer since people will be active outdoors and utilizing Airbnbs more frequently. Leabu asked if anyone is talking about legally limiting Airbnbs in Hamburg Township now that the Michigan Supreme Court ruled in favor of local governments' ability to controlling STR. He continued that when the township did our STR ordinance in 2023; we weren't sure if the STR would be legal or not. Leabu asked David if the Township Board is talking about STR. David said no, there hasn't been any talk about limiting STR since this would be a policy decision. David asked Trustee Hughes if she knew of the Board thinking about changing the STR ordinance. She said that there were more pressing issues on the Board's radar right now. Leabu went on to say that he was surprised that the Lakelands Golf and Country Club and the Lake Association have changed their rules for both the lake and the club. They prohibit any outside boats or users on this lake since Winans Lake is a private lake. He said that he is concerned that if the land use application is issued for a STR but there are HOA Lake Association and country club rules that do not allow such STR, then the STR should become invalid. Leabu said that their HOA will have to go to court about this situation. Leabu asked if the township planning department looks at the Homeowner Association's rules before issuing such permits. David said no, our standard practice is that we don't enforce private HOA restrictions or deed restrictions on land before issuing a permit. David let Leabu know that he confirmed that this practice is legally correct with our township attorney. David also stated that we always ask the applicant or contractor to be sure that their project meets all their homeowner's association rules. Leabu asked Commissioner Hamlin to explain what Ann Arbor Township required to ensure that a land use project met the homeowner's association rules. Hamlin said the HOA would issue an approval form stating the project met their rules and restrictions. David said that we can't deny the issuance of a land use permit based on such HOA rules. David said that a private deed or a private property restriction is a civil issue. Township and municipalities do not enforce private association deeds and restrictions. If we deny someone a land use permit for a deck based on the HOA rules, then that applicant could take the township to court to force us to provide them with the deck permit. David said we can recommend that they should meet their HOA rules and restrictions, but we can't withhold permits based on these private associations' restrictions for the issuance of land use permits. If a land use permit is issued, the HOA will have to take the homeowner or contractor to court since this is a civil issue if it is against their HOA rules. Leabu said that the one home on their lake turned the home into a 5-bedroom home, the garage into a recreation room

and the shed by the lake into a sauna. Trustee Hughes said she hadn't looked at the STR zoning ordinance in a long time. She recollected that it was based on the number of allowed people in a STR based on how many bedrooms are in the home, and that it related to how much parking there is onsite. Leabu said that the new owner is probably doing a 1031 exchange. Trustee Hughes asked if a homeowner would need to have a STR land use permit from Hamburg Township before they advertise a STR on an advertisement site. Leabu and David said yes. Leabu said that this STR exists on their lake currently, so they have updated their association rules to ensure that no one else could apply for a STR land use permit on Winans Lake. Winans is a private lake. It doesn't allow outside boats on their lake to avoid having zebra mussels introduced into their lake. Leabu asked how the HOA can prevent someone from bringing in guests who have boats with these mussels on them. David reminded Leabu that we let all applicants and contractors know that if there is an HOA, they need to reach out to them and get approval for this project. Then we would let the applicant know they should start with the HOA regarding their rules and requirements regarding STR.

ADJOURNMENT

Approval motion to adjourn at 7:46 pm was made by Commissioner Priebe, seconded by Commissioner Hamlin.

Voice Vote: Ayes (6); Absent (1) Chair Muck

VOTE: MOTION CARRIED

Respectfully submitted,

Lisa Perschke

Planning/Zoning Coordinator & Recording Secretary

David Rohr

Planning & Zoning Director

The minutes were approved as presented/corrected: _____

Ron Muir, Vice Chair

SITE PLAN APPROVAL APPLICATION

Please note: All required information, copies, fees, and other materials as appropriate must be submitted and complete before the Township Planning Commission will set a public hearing date on the Site Plan Approval Application.

Application fees and review fees are required at the time of application.

In the case of separate applications for Preliminary and Final reviews, separate application and review fees shall be collected. Review fees shall be placed into a non-interest bearing escrow account. Upon final review, review fee balances shall be returned upon receipt of final billing. The applicant shall be responsible for all costs incurred.

Note: Acreage calculations based upon the acreage being developed or utilized for the project (parking, buildings, walks, storm water retention etc.)

The undersigned hereby makes application for a Site Plan Approval for: (Check all that apply)

1. **TYPE OF PROJECT:** Open Space Echo Residential Condominium
 Apartments Commercial Industrial PUD Hardship PUD
2. **TYPE OF APPLICATION:** Preliminary Site Plan Optional Conceptual Site Plan Review by Planning Commission
 Final Site Plan Combined – Preliminary/Final Site Plan
 Minor Site Plan Site Plan Amendment (less than 25% area of site being changed) Site Plan Amendment (26% or more or site being changed)

3. **PROJECT NAME:** WHITE WATER EXPRESS CAR WASH Submittal Date: _____

4. **PROJECT ADDRESS:** 5580 E M36, HAMBURG TOWNSHIP, MI

Tax Code Numbers: 15 - 22-400-023 (Unit 10) 15 - 22-402-900 15 - _____
15 - _____ 15 - _____ 15 - _____

Metes & Bounds Parcel Subdivision _____ Lot Numbers: _____

Zoning District Classification: COMMUNITY SERVICE DISTRICT (CS) Floodplain Classification: _____

Number of Lots Proposed: N/A Acreage of Project: 1.36 AC (59,223 SF)

5. **PROJECT DESCRIPTION:** _____

Proposed 4,375 SF Express Tunnel Car Wash (Special Land Use). 20 proposed vacuum spaces (free to customers) and 5 employee spaces. Also included are utility, stormwater, lighting and landscaping improvements.

6. **OWNER/PROPRIETOR INFORMATION:**

Name: CHILSON COMMONS LLC Phone Number(s): 248-352-5000
Email: WWATCH@FIRSTCOMMERCIAL.NET Address: 27600 NORTHWESTERN HWY SUITE 200
City: SOUTHFIELD State: MICHIGAN Zip: 48034

7. **APPLICANT:**

Name: EROP LLC Phone Number(s): 217-972-4296
Email: JEFFJ@HYPERSHINECW.COM Address: 3130 NORTH KANDY LANE
City: DECATUR State: ILLINOIS Zip: 62526

8. **DESIGNER INFORMATION:**

Name: STONEFIELD ENGINEERING & DESIGN Phone Number(s): 248-247-1115
Email: JCOOKSEY@STONEFIELDENG.COM Address: 555 SOUTH OLD WOODWARD AVENUE
City: BIRMINGHAM State: MICHIGAN Zip: 48009

9. **SPECIAL USE PERMIT:**

Is a Special Use Permit required for this project? No Yes
IF YES, Attach Special Use Permit Application Form with this site plan review application form

APPLICANT CERTIFICATION:

I hereby certify that all structures and uses for which this application is made shall conform to the Ordinances of Hamburg Township, Livingston County and the State of Michigan. All information submitted as a part of the site plan application is to my knowledge accurate. If the information is determined either now or in the future to be inaccurate any permits granted for the incorrect information shall be void and any structures built or uses approved may be in violation of the required ordinances and must otherwise be brought into compliance with all regulations.

I further agree that any deviation from the plans submitted or the breach of any additional safeguards, conditions or requirements the Hamburg Township may impose in granting this application shall constitute a violation of the Ordinance and invalidate the permit granted.

PROPERTY OWNERS SIGNATURE  DATE: 12/16/25

*If an agent submits the project to the Township for the property owner a letter authorizing must be submitted.

PRELIMINARY & FINAL SITE PLAN
CHECKLIST

Each preliminary & Final Site Plan submitted for review shall provide the following information at the time of application.

_____ **A. General Information**

- 1. Name and address of the proprietor and proof of ownership, developer, and registered engineer, registered surveyor, registered architect, registered landscape architect, or registered community planner who prepared the site plan.
- 2. Date of plan preparation, north arrow, and scale of plan, which shall not be greater than one inch equals twenty feet (1" = 20') nor less than one inch equals two hundred feet (1" = 200').
- 3. Full legal description of parcel and dimensions of all lot and property lines showing the relationship to abutting properties, and in which district the subject property and abutting properties are located.
- 4. Area map showing the relationship of the parcel to the surrounding area within one-half mile.
- 5. The location and description of all existing structures within one hundred feet (100') of the parcel.

_____ **B. Physical Information**

- 1. Proposed plans for site grading, surface drainage, water supply and sewage disposal.
- 2. The location of existing and proposed landscaping, buffer areas, fences, or walls on the parcel.
- 3. Existing and proposed structure information including the following:
 - a. Footprint location, dimensions and setbacks.
 - b. Finished floor and grade line elevations.
 - c. Elevations drawings that illustrate building design, size, height, windows and doors, and describe construction materials. Elevations shall be provided for all sides visible from an existing or proposed public street or a residential zoning district.
 - d. The Planning Commission may require a color rendering of the building elevation required in paragraph c.
 - e. Proposed materials and colors shall be specified on the site plan. Color chips or samples shall also be submitted at or prior to the Planning Commission meeting to review the site plan. These elevations, colors and materials shall be considered part of the approved site plan.
- 4. The location and dimensions of all existing and proposed streets, driveways, sidewalks, service lanes and other vehicular and pedestrian circulation features within and adjacent to the parcel.
- 5. The location, dimensions, and numbers of off-street parking and loading spaces.

- 6. Location of existing and proposed service facilities above and below ground, including:
 - a. Well sites.
 - b. Septic systems and other wastewater treatment systems. The location of the septic tank and drain field (soil absorption system) should be clearly distinguished.
 - c. Chemical and fuel storage tanks and containers.
 - d. Storage, loading, and disposal areas for chemicals, hazardous substances, salt and fuels.
 - e. Water mains, hydrants, pump houses, standpipes, and building services and sizes.
 - f. Sanitary sewers and pumping stations.
 - g. Stormwater control facilities and structures including storm sewers, swales, retention and detention basins, drainage ways and other facilities, including calculations for sizes.
 - h. Location of all easements.

- 7. Any other pertinent physical features.

———— C. **Natural Features**

- 1. Map of existing topography at two-foot (2') contour intervals with existing surface drainage indicated.

- 2. Soil characteristics of the parcel to at least the detail provided by the U.S. Soil Conservation Service "Soil Survey of Livingston County, Michigan."

- 3. On parcels of more than one acre, existing topography with a maximum contour interval of two feet indicated. Topography on the site and beyond the site for a distance of 100 feet in all directions should be indicated. Grading plan, showing finished contours at a maximum interval of two feet, correlated with existing contours so as to clearly indicate required cutting, filling and grading.

- 4. Location of existing drainage courses, including lakes, ponds, rivers and streams, and all elevations.

- N/A 5. Location of existing wetlands, delineated under the requirements of section 3.6, Wetland Determination. A Michigan Department of Natural Resources (MDNR) permit shall be required for activities in a regulated wetland or an inland lake or stream. A copy of any correspondence with and applications to the MDNR shall be submitted with the site plan application. The Planning Commission shall not grant final site plan approval until all necessary permits have been obtained.

- 6. Location of natural resource features, including woodlands and areas with slopes greater than 10 percent (one foot of vertical elevation for every 10 feet of horizontal distance).

- 7. Location of the required 50 foot natural features setback.

- 8. Storm water management systems and facilities will preserve the natural drainage characteristics and enhance the aesthetics of the site to the maximum extent feasible, with the development not substantially reducing the natural retention of storage capacity of any wetland, water body, or water course, or cause alterations which could increase flooding or water pollution on or off site.

- 9. Wastewater treatment systems, including on-site septic systems will be located to minimize any potential degradation of surface water or groundwater quality.
- 10. Sites which include storage of hazardous materials or waste, fuels, salt, or chemicals will be designed to prevent spills and discharges or polluting materials to the surface of the ground, groundwater, or nearby water bodies.

N/A D. **Natural Features Impact Statement.** The purpose of a Natural Features Impact Statement (NFIS) is to provide the Township with information regarding the impact of a proposed project on the physical, natural, social, and economic environment of the community. A complete report shall be required with all site plan applications. The Zoning Administrator (ZA) has the discretion to modify this requirement based on the specific application. When required the report will be reviewed by the ZA and Hamburg Environmental Review Board (HERB). The HERB may issue an Advisory Report to the Zoning Administrator for review by the Planning Commission. Contained in the Advisory Report will be a summary of the NFIS and appropriate comments and recommendations. The Advisory Report and the required site walk will be used to assist Zoning Ordinance Hamburg Township, Livingston County, Michigan, the Township Board and Planning Commission. The written NFIS will include the following information:

- 1. Name (s) and address (es) of person(s) responsible for preparation of the impact assessment and a brief statement of any relevant qualifications. The HERB may recommend a qualified individual to prepare the NFIS if deemed appropriate.
- 2. An impact assessment checklist on a form provided by the Township shall be completed and placed at the beginning of the document.
- 3. Map (s) and a written description/analysis of the project site including all existing structures, manmade facilities, and natural features. The analysis shall also include information for areas within 50 feet of the property. An aerial photograph or drawing may be used to delineate these areas.
- 4. Description of existing natural features: A description of the environmental characteristics of the site prior to development shall be provide in the form of written documentation and a site inventory map identifying the location of natural features consistent with subparagraph C of this section. In addition, dominant tree species shall be listed and all species greater than 16 inches caliper or greater. As defined in Article 2.00, natural features include but are not limited to: topography, soils, geology, ground water, wetlands, watercourses, plants and animals (including aquatic species), habitat, and scenery.
- 5. Impact on natural features: A written description of the impact on the identified existing natural features shall be provided. The report shall also provide a natural features protection plan, which identifies on a map the natural features potentially affected. Where disturbance of natural features both during and after construction is proposed, a written analysis of alternative plans, which were considered, shall be provided to justify the proposed plan. The HERB may recommend a mitigation plan be required which will describe how disturbed natural features were relocated or replace. (See Article 2.00 for complete definition of terms)
- 6. Impact on storm water management: Description of natural drainage patterns and soil infiltration and unsaturated soil capacity. A description of changes to site drainage and storm water

management facilities to be installed in compliance with the Township Storm Water Ordinance. Description of measures to control soil erosion and sedimentation during grading and construction operations and until a permanent ground cover is established. Recommendations for such measures may be obtained from the County Soil Conservation Service.

- 7. Special Provisions: Provide a general description of any existing deed restrictions, protective covenants, master deed or association bylaws as they relate to the protection of natural features. Zoning Ordinance Hamburg Township, Livingston County, Michigan
- 8. Information Sources: A list of all sources of information contained in the NFIS, if any shall be provided.
- 9. Previous Submittals: Any impact assessment previously submitted relative to the site and proposed development, which fulfills the above requirements (and contains accurate information of the site) may be submitted as the required Impact Assessment.

PHONE: 810-231-1000
FAX: 810-231-4295



P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157

To: Planning Commissioners
From: David Rohr
Hamburg Township
Township Planner
Date: February 18, 2026
Project Number: Preliminary Site Plan Application **PSPA26-0001**

Project Location: 5580 E. M-36 (4715-22-400-023 & 4715-22-402-900)
Applicant: EROP, LLC
Zoning: Community Service (CS)

LOCATION:

The project is located at 5580 E. M-36 on a 1.36-acre site. The parcel is an out lot of the Chilson Common development and is currently vacant. The parcel will be accessed by the private internal Chilson Common road network.

PROJECT HISTORY:

A Pre-Submittal meeting for White Water Express Car Wash **PSPA26-0001**, took place on November 6, 2025. Planning staff, Township engineer, Utilities, and Planning Commission members discussed the proposed project in anticipation of formal Site plan submittal.

Location Map



5580 E. M-36, Hamburg, MI

PROJECT DESCRIPTION:

Proposed 4,375sf express tunnel car wash. The proposed car wash will be located at 5580 E. M-36 (Chilson Commons). Features include 20 proposed vacuum spaces (free to customers) utility, stormwater, lighting and landscaping improvements. *(Project narrative attached)*

ZONING ORDINANCE REGULATIONS:

The subject site is located within the **Community Service (CS)** Zoning District. The zoning district regulations/special land use are listed below.

LAND USE AND ZONING			
PARCEL ID: 4715-22-400-023 & 4725-22-402-900 (UNIT 10)			
COMMUNITY SERVICE DISTRICT (CS) & HARDSHIP PLANNED UNIT DEVELOPMENT (HPUD)			
PROPOSED USE			
CAR WASH		SPECIAL LAND USE	
ZONING REQUIREMENT	REQUIRED (CS)	REQUIRED (HPUD)	PROPOSED
MINIMUM LOT AREA	43,560 SF	N/A	1.36 AC (59,223 SF)
MINIMUM LOT WIDTH AT STREET	150 FT	N/A	320.2 FT
MINIMUM LOT COVERAGE (BUILDING)	40% (23,688 SF)	N/A	7.2% (4,375 SF)
MINIMUM LOT COVERAGE (PARKING)	75% (44,415 SF)	N/A	34.9% (20,354 SF)
MAXIMUM BUILDING HEIGHT	2.5 STORIES / 35 FT	N/A	1 STORY / 22 FT
MINIMUM FRONT YARD SETBACK	30 FT ⁽¹⁾	N/A	30.0 FT
MINIMUM SIDE YARD SETBACK	20 FT ⁽²⁾	N/A	60.0 FT
MINIMUM REAR YARD SETBACK	25 FT	N/A	113.3 FT
MINIMUM COMMERCIAL LANDSCAPE BUFFER	10 FT	N/A	10.0 FT
MINIMUM PARKING SETBACK (M-36 ROW)	N/A	50 FT ⁽²⁾	75.8 FT
M-36 ACCESS	N/A	NO NEW CURB CUTS ON M-36, SHARE WITH CHILSON COMMONS	COMPLIES

Table from site plan, page C-3.

SITE PLAN REVIEW REGULATIONS:

Landscaping:

The preliminary plan provides a tree planting plan. **Page C-10** of the site plan provides detailed landscaping details for different sections of the development.

The landscaping plan as presented satisfies the landscaping requirement with one exception on the west side of the parcel. A 60ft wide utility easement on the west side precludes planting trees.

Staff Analysis:

<p>Applicant should work with Township Utilities department on easement encroachment agreement.</p>	
<p>Lighting: The preliminary site plan includes a lighting plan on page C-8. The lighting plan as presented seems to meet all requirements.</p>	
<p>Signs: No Sign details were submitted. Proposed signage should be provided as a part of the final site plan review and shall meet the requirements of the zoning regulations.</p> <p>Suggested Condition 2: A detailed sign plan should be submitted for final site plan review.</p>	
<p>Sidewalks/pedestrian circulation.</p> <ol style="list-style-type: none"> 1. Site design shall demonstrate a special sensitivity to pedestrian circulation and safety. ✓ 2. Sidewalks at least five feet wide and at least seven feet wide where abutting parking shall be provided along public streets and private roads; bike paths shall be required in locations designated in the Hamburg Village master plan or to provide linkages with existing or planned bikepaths. ✓ 3. All developments shall provide pedestrian linkages between public sidewalks and the building entrances. ✓ <p>Staff Analysis: The sidewalk system within the development has been designed to provide good pedestrian access within the site.</p>	
<p>Architecture.</p> <ol style="list-style-type: none"> 1. Buildings shall possess architectural variety but enhance the overall cohesive and historic village character. ✓ 2. Building architecture shall meet the standards of section 36-73(7). ✓ 3. The first floor of front facades shall include at least 30 percent windows. The approximate size, shape, orientation and spacing shall match that of buildings on adjacent lots. ✓ 4. The mass and proportion of structures shall be similar to structures on adjacent lots and on the opposite side of the street. Larger buildings may be broken-up with varying building lines and rooflines to provide a series of smaller scale sections which are individually similar in mass ✓ 	

<p>and proportion to surrounding structures.</p> <p>5. Buildings located on corner lots shall provide distinct and prominent architectural features or site elements which reflect the importance of the building's corner location and creates a positive visual landmark. An entry feature or site landmark shall be required at corners designated for such a feature in the Hamburg Village master plan. The architectural feature or site element shall be subject to planning commission approval.</p>	<p>✓</p>
<p>Staff Analysis:</p>	

Standards for Site Plan Review (Section 36-73).

Compliance with the standards of this section are required as a part of the preliminary Site Plan review. Staff has included these standards into the review of the preliminary site plan to make sure that if the preliminary site plan review is approved the applicant is aware that the project will need to meet the requirement of this section once all the required information is submitted for final site plan review. In the review of all site plans, the Zoning Administrator and the Planning Commission shall endeavor to assure the following:

a. The proposed development conforms to all provisions of this chapter.

The proposed development has been designed to meet all the required site plan review requirements.

b. All required information has been provided.

The application is for the preliminary site plan review. It appears that the applicant has submitted adequate information for the planning commission review of the preliminary site plan for the proposed car wash project. All required information under section 36-73 and as to address the initial comments from the different agencies and reviewing bodies will be required prior to final site plan review.

c. The movement of vehicular and pedestrian traffic within the site and in relation to access streets and sidewalks will be safe and convenient.

The Township fire district and township engineer have reviewed the roadway and sidewalk layout of the project.

d. The proposed development will be harmonious with existing and future uses in the immediate area and the community.

The development will be harmonious with existing and future uses. The development is part of a long-standing commercial PUD.

- e. The proposed development provides the necessary infrastructure improvements, such as roads, drainage, pedestrian facilities and utilities, to serve the site, and be adequately coordinated with the current and future use of adjacent properties.**
See engineer comments attached.
- f. The applicable requirements of Township, county and state agencies are met regarding grading and surface drainage and for the design and construction of storm sewers, stormwater holding facilities, water mains, and sanitary sewers.**
See engineer comments attached.
- g. Natural resources will be preserved to the maximum extent possible in the site design by developing in a manner which will not detrimentally affect or destroy natural features such as lakes, ponds, streams, wetlands, steep slopes, and woodlands.**
There are not any lakes, ponds, streams, wetlands, or steep slopes on the site. The site is vacant semi-cleared land.
- h. The proposed development shall respect the natural topography to the maximum extent possible by minimizing the amount of cutting, filling, and grading required.**
A detailed grading plan has been submitted. The subject property contains some slope on the north. Site improvements on the site will extend into the slope with steps to minimize the encroachment. The grading plan will be reviewed by the Township engineer.
- i. The proposed development will not cause soil erosion or sedimentation.**
Prior to issuance of a building permit for this project the Livingston County Drainage Commission will require approval of a soil erosion and sedimentation plan that meets the local and state requirements.
- j. Landscaping, including trees, shrubs and other vegetative material is provided to maintain, improve and/or restore the aesthetic quality of the site.**
A detailed landscape plan has been provided as a part of the preliminary site plan review.
- k. Conformance to the adopted Hamburg Township Engineering and design standards.**
Detailed engineering plans are not required to be submitted as a part of the preliminary site plan review process. The township engineer has done a cursory review of the preliminary plans and project layout. The engineering comments are attached. If the preliminary site plan is approved the application will address the engineering comments and will be required to comply with all Hamburg Township Engineering and design standards prior to the issuance of a land use permit.
- l. All proposed commercial, office, industrial, institutional and multiple-family development shall utilize quality architecture to ensure that buildings are compatible with surrounding uses, protect the investment of adjacent landowners, blend harmoniously into the streetscape and meet the objectives the Township master plan. New buildings, additions and renovations shall be designed to preserve or complement the design character of existing development, provide visual harmony between old and new buildings, and create a positive image for the Township's various commercial**

shopping nodes. Commercial, office, industrial, institutional and multiple-family architecture shall be reviewed by the planning commission under the following criteria:

- 1. Buildings shall front towards and relate to the public street. Buildings shall be located to create a defined streetscape through uniform setbacks and proper relationship to adjacent structures. Proper relationship to existing structures in the area shall be maintained through building mass, proportion, scale, roofline shapes and rhythm. Buildings within the area designated on the master plan and Village Center master plan as the "Hamburg Village" shall be compatible with the historic character of the unincorporated place commonly referred to as the "Old Hamburg Village."**
- 2. Building materials and colors shall relate well and be harmonious with the surrounding area. Roof shape and materials shall be architecturally compatible with adjacent buildings and enhance the predominant streetscape. For any side of a principal building facing a public or private street, at least 50 percent of the facade shall be constructed of, or covered with, the following materials:**
 - 1. Brick;**
 - 2. Fluted or scored concrete block;**
 - 3. Cut stone;**
 - 4. Vinyl siding;**
 - 5. Wood siding;**
 - 6. Glass; or**
 - 7. Other materials similar to the above as determined by the planning commission.**
- 3. Buildings shall possess architectural variety, but enhance the overall cohesive community character. Buildings shall provide architectural features, details and ornaments such as archways, colonnades, towers, cornices or peaked rooflines.**
- 4. Building walls over 100 feet in length shall be broken up with a combination of the following: varying building lines, windows, architectural accents and trees.**
- 5. Building entrances shall utilize windows, canopies and awnings; provide unity of scale, texture, and color; and provide a sense of place.**
- 6. Where the rear facade of a building will be visible from a residential zoning district, or the rear of the site will be used for public access or parking, such rear facade shall be constructed to a finished quality comparable to the front facade.**
- 7. Signs, landscaping, lighting and other site elements shall be coordinated and compatible with the building design, as well as harmonious with other nearby developments. Developments shall provide site features such as decorative entry signs, ornamental lighting, pedestrian plazas and/or pedestrian furniture.**

The proposed layout and structure on the site have been designed to be compatible with the Chilson Common design.

RECOMMENDATIONS:

Staff believe that as conditioned and with final review of the project under the final site plan review requirement the proposed preliminary site plan for the project is in substantially compliance with the required standards under sections 36-442 and 36-73.

Staff recommend the Planning Commission open the public hearing, take testimony from the applicant and staff as appropriate, discuss, and make a determination on the Preliminary Site Plan Application (PSPA26-0001) to permit the White-Water Express Car Wash at parcel commonly known as 5580 E. M-36 (TID 4715-22-400-023 and 4715-22-402-900).

Suggested Condition 1:

A detailed sign plan should be submitted for final site plan review.

Suggested Condition 2: Prior to the review of the final site plan or the issuance of a land use permit as needed all appropriate approvals from local, county, state, and federal agencies, including, but not limited to, Hamburg Township Fire, Assessor, and Public Works Departments, the Livingston County Road Commission, Drain Commissioner, and Health Department; and the Michigan Department of Environment, Great Lakes and Energy and Transportation shall be received.

Next Steps:

If the Planning Commission recommends approval of the preliminary site plan, the Township Board shall consider the Planning Commission recommendation and public hearing comments and shall take action to approve, deny or remand the site plan back to the Planning Commission for further review.

If the Township Board approves preliminary site plan, the applicant shall submit a final site plan which contains all information required by Article 3 of the Township Zoning Ordinance.

The Planning Commission shall review the submitted Final site plan to ensure compliance with all standards and criteria of Article 3 Site Plan Review. The Planning Commission then takes action to recommend approval or denial of the Final Site Plan to the Township Board based upon compliance with the above referenced standards.

Upon receipt of the report and recommendation of the Planning Commission, the Township Board shall review all findings. If the Township Board determines that approval would be appropriate, it shall instruct the Applicant to work with the Township Attorney to prepare a development agreement setting forth the conditions upon which such approval is based. Such conditions shall include, where appropriate, identification of the phases and timetable for development, and an estimate of the costs of implementing each phase.

After approval by resolution of the Township Board, the Development Agreement shall be executed by the Township and the applicant and recorded in the County records. Approval shall be granted only upon the Township Board determining that all qualification requirements, conditions of approval, and provisions of this and other Township Ordinances have been met, and that the proposed development will not adversely affect public health, welfare and safety. Approval shall further be subjected to the condition that the contract will be properly recorded.

Exhibits:

Project Application.

Project description

Architectural renderings

Hamburg Township Fire Department Initial Review

Hamburg Township Engineering Consultant Initial Review

January 6, 2026

David Rohr
Planning and Zoning Director
Hamburg Township
10405 Merrill Road
Hamburg, MI 48139

RE: Project Narrative
WhiteWater Express Car Wash
Parcel ID: 15-22-400-023 (Unit 10) & 15-22-402-900
5580 E M-36
Hamburg Township, MI

EROP, LLC is proposing an express tunnel WhiteWater carwash on the land known as 5580 E M-36 within the Chilson Commons shopping center in Hamburg Township, MI. This land is currently zoned both Community Service District (CS) and Hardship Planned Unit Development (HPUD). The project site is currently vacant land. EROP, LLC is seeking Site Plan & Special Use Permit approval for the proposed car wash.

WhiteWater Express was founded in 2016 with their first car wash opening in Tomball, Texas. Today they have over 120 locations throughout Texas, Oklahoma, Louisiana, Ohio, Kentucky, and Michigan - and growing. Their leadership team has decades of experience and expertise in the industry and leads the way in efforts to expand above and beyond.

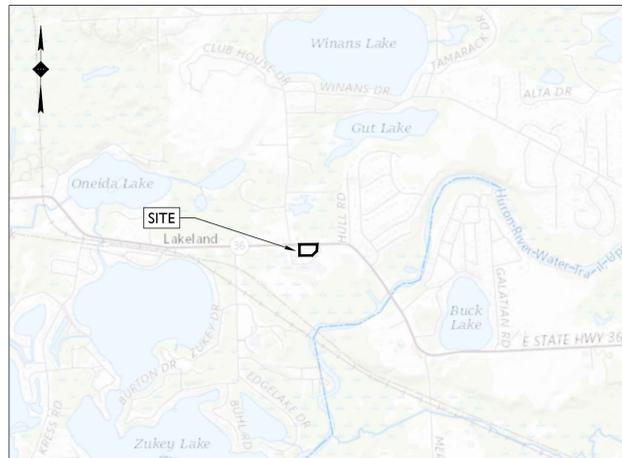
The wash tunnel will be 126 feet long, placed on the northern side of the lot. The location of the tunnel is such that all dryer noise from the exit end of the tunnel will project toward E M-36. The project will include two (2) pay stations. Lane One is dedicated to monthly members with a fast-pass sticker only, and Lane Two is for first time customers or monthly members. There will be 19 vacuum spaces which are free to customers. The car wash also provides cleaning products, towels and air hoses in the vacuum stall areas.

The hours of operation are from 7:30 a.m. to 8:00 p.m., 7 days a week. During the evening hours the parking lot is lit for the convenience and safety of our customers through the use of shielded pole lighting and individual lights at each vacuum. The tunnel has wall lights that are shielded to project light only into the parking areas. The pole lights and vacuum lights are turned before 9 p.m. or as soon as staff have cleaned the parking and vacuum areas for the final time of the day. A few exterior tunnel wall lights are left on all night near the office door for security purposes but these lights are shielded so that they to project light approximately 20 ft.

Each car wash uses soft water as well as eco-friendly and phosphate-free detergents. WhiteWater ensures all water is treated and disposed of per state and local laws.

WhiteWater Car Wash aims to be a valuable addition to the local community by delivering exceptional service, maintaining a clean and attractive site, and operating with environmental responsibility.

<https://www.whitewatercw.com/>



SOURCE: USGS MAPPING SYSTEM

LOCATION MAP

SCALE: 1" = 2,000'±

SITE DEVELOPMENT PLANS

FOR



PROPOSED CAR WASH

PID: 4715-22-400-023 & 4725-22-402-900 (UNIT 10)

5580 E-M36

TOWNSHIP OF HAMBURG, LIVINGSTON COUNTY, MICHIGAN

APPLICANT

EROP LLC
3130 NORTH KANDY LANE
DECATUR, ILLINOIS 62526
217-972-4296
JEFFJ@HYPERSHINECW.COM

OWNER

CHILLSON COMMONS LLC
27600 NORTHWESTERN HWY STE 200
SOUTHFIELD, MI, 48034

ARCHITECT

HARRISON FRENCH & ASSOCIATES, LTD
1705 S. WALTON BLVD, SUITE 3
BENTONVILLE, ARKANSAS 72712
479-273-7780

ISSUE	DATE	BY	DESCRIPTION
1	01/23/2024	JSEH	FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL

NOT APPROVED FOR CONSTRUCTION

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Phone 248.247.1115



EROP LLC
PROPOSED CAR WASH
PARCEL ID: 4715-22-400-023 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169

SITE DEVELOPMENT PLANS

EROP LLC



STONEFIELD
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SCALE: AS SHOWN PROJECT ID: DET-240177

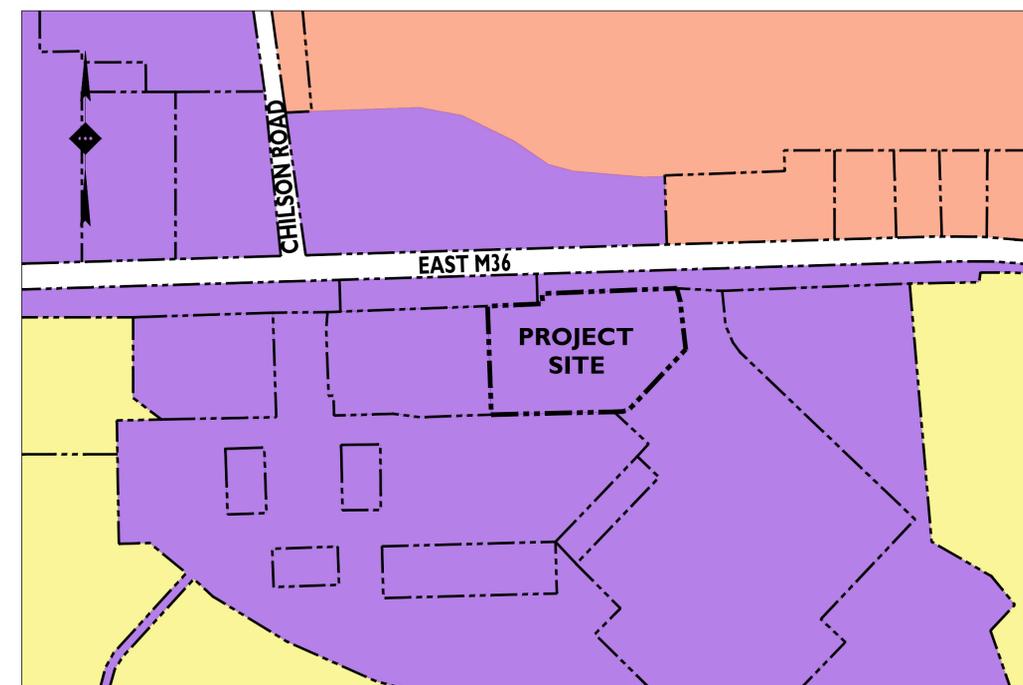
TITLE: **COVER SHEET**
DRAWING: **C-1**



SOURCE: GOOGLE EARTH PRO

AERIAL MAP

SCALE: 1" = 150'±



SOURCE: TOWNSHIP OF HAMBURG, LIVINGSTON COUNTY, MICHIGAN OFFICIAL ZONING MAP

ZONING MAP

SCALE: 1" = 150'±

ZONING KEY

- RA- SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL
- WFR- WATERFRONT RESIDENTIAL
- CS COMMUNITY SERVICE

PLANS PREPARED BY:



Birmingham, MI · New York, NY · Salem, MA
Princeton, NJ · Tampa, FL · Rutherford, NJ

www.stonefieldeng.com

555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009

Phone 248.247.1115

PLAN REFERENCE MATERIALS:

1. THIS PLAN SET REFERENCES THE FOLLOWING DOCUMENTS INCLUDING, BUT NOT LIMITED TO:
 - ALTA/NSPS LAND TITLE SURVEY PREPARED BY KEM-TEC, DATED 11/19/2025
 - ARCHITECTURAL BUILDING PERMIT PLANS PREPARED BY HARRISON FRENCH & ASSOCIATES, LTD
 - AERIAL MAP OBTAIN FROM GOOGLE EARTH PRO DATED 12/11/2025
 - LOCATION MAP OBTAINED FROM USGS NATIONAL MAPPER DATED 12/11/2025
 - WETLANDS DELINEATION REPORT PREPARED BY ASTI ENVIRONMENTAL DATED 10/24/2025
2. ALL REFERENCE MATERIAL LISTED ABOVE SHALL BE CONSIDERED A PART OF THIS PLAN SET AND ALL INFORMATION CONTAINED WITHIN THESE MATERIALS SHALL BE UTILIZED IN CONJUNCTION WITH THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN A COPY OF EACH REFERENCE AND REVIEW IT THOROUGHLY PRIOR TO THE START OF CONSTRUCTION.

SHEET INDEX

DRAWING TITLE	SHEET #
COVER SHEET	C-1
DEMOLITION & TREE REMOVAL PLAN	C-2
SITE PLAN	C-3
GRADING PLAN	C-4
STORMWATER MANAGEMENT PLAN	C-5
DRAINAGE AREA MAPS	C-6
UTILITY PLAN	C-7
LIGHTING PLAN	C-8
SOIL EROSION & SEDIMENT CONTROL PLAN	C-9
LANDSCAPING PLAN & DETAILS	C-10 TO C-11
CONSTRUCTION DETAILS	C-12 TO C-14

ADDITIONAL SHEETS

DRAWING TITLE	SHEET #
ALTA / NSPS LAND TITLE SURVEY	1 OF 1

PROPERTY DESCRIPTION:

THE LAND SITUATED IN THE TOWNSHIP OF HAMBURG, COUNTY OF LIVINGSTON, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

SECTION 22, TOWN 1 NORTH, RANGE 5 EAST, COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION, THENCE SOUTH 01 DEGREE 08 MINUTES 26 SECONDS EAST 95.25 FEET TO SOUTH LINE OF M-36, THENCE ALONG CHORD BEARING NORTH 73 DEGREES 10 MINUTES 10 SECONDS WEST 179.03 FEET THENCE SOUTH 06 DEGREES 08 MINUTES 27 SECONDS WEST 33.00 FEET THENCE ALONG CHORD BEARING NORTH 87 DEGREES 53 MINUTES 03 SECONDS WEST 63.11 FEET THENCE SOUTH 88 DEGREES 05 MINUTES 53 SECONDS WEST 489.73 FEET FOR POB, THENCE SOUTH 01 DEGREE 54 MINUTES 07 SECONDS EAST 118.50 FEET THENCE SOUTH 43 DEGREES 50 MINUTES 39 SECONDS WEST 116.73 FEET THENCE ALONG CHORD BEARING SOUTH 45 DEGREES 55 MINUTES 22 SECONDS WEST 18.79 FEET THENCE SOUTH 89 DEGREES 00 MINUTES 04 SECONDS WEST 16.28 FEET THENCE NORTH 02 DEGREES 15 MINUTES 15 SECONDS WEST 72.01 FEET THENCE SOUTH 88 DEGREES 04 MINUTES 04 SECONDS WEST 201.44 FEET THENCE NORTH 02 DEGREES 00 MINUTES 09 SECONDS WEST 111.55 FEET TO SOUTH LINE M-36 THENCE NORTH 87 DEGREES 40 MINUTES 10 SECONDS EAST 130.30 FEET THENCE NORTH 02 DEGREES 19 MINUTES 50 SECONDS WEST 22.89 FEET THENCE NORTH 88 DEGREES 05 MINUTES 53 SECONDS EAST 190.04 FEET TO POB, ENCLUMBERED BY CHILSON COMMONS SHOPPING CENTER CONDOMINIUM.



Know what's below
Call before you dig.

SYMBOL	DESCRIPTION
---	FEATURE TO BE REMOVED / DEMOLISHED
---	PROPERTY LINE
	EXISTING TREES TO REMAIN
	EXISTING TREES TO BE REMOVED

NOT APPROVED FOR CONSTRUCTION

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ALL SITE FEATURES WITHIN THE PROPERTY LINES ON THIS PLAN ARE TO REMAIN UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IF SIGNIFICANT DISCREPANCIES ARE DISCERNED BETWEEN THIS PLAN AND FIELD CONDITIONS

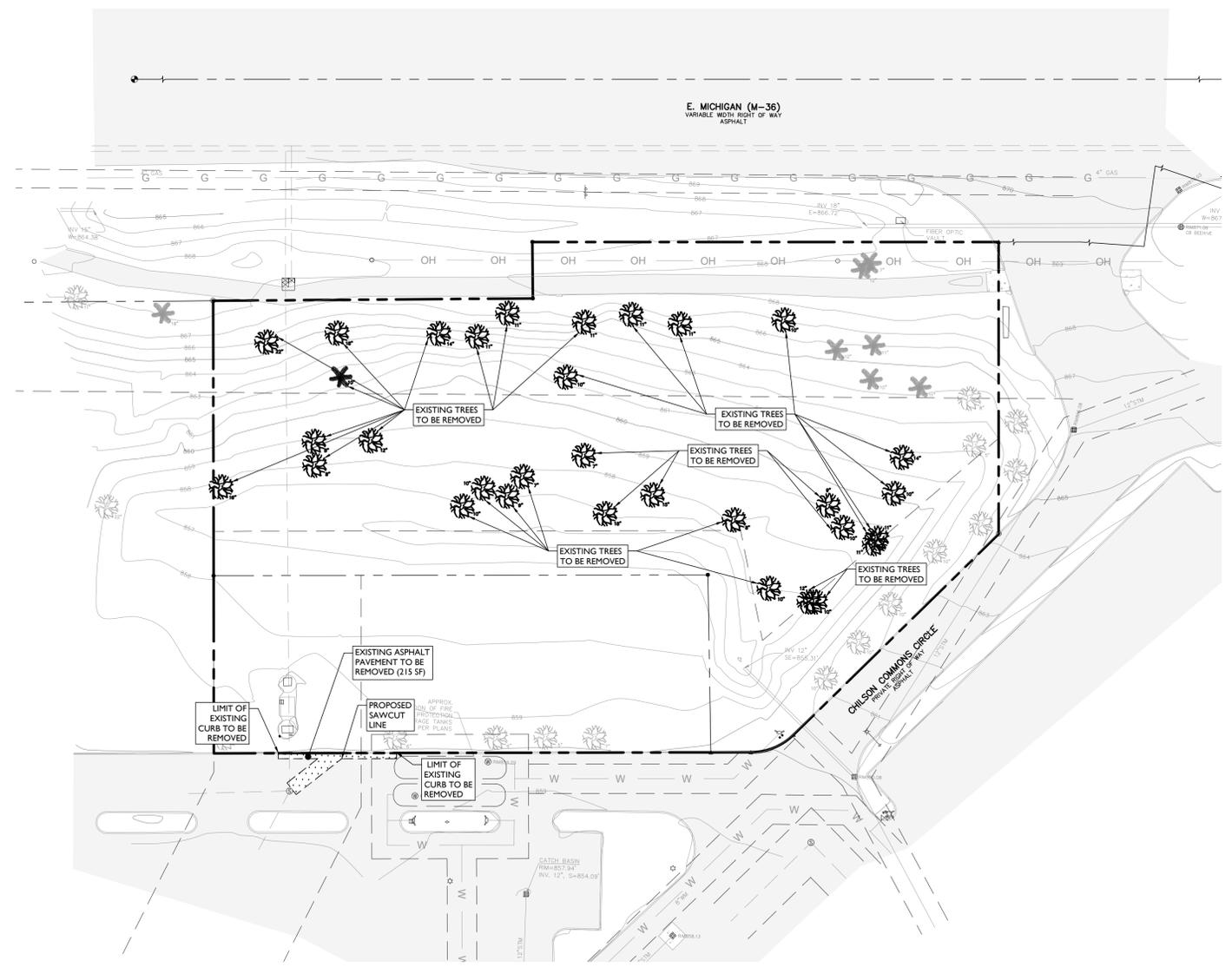
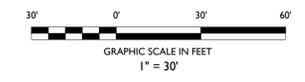
STABILIZED CONSTRUCTION ENTRANCE AND SILT FENCE ARE REQUIRED TO BE INSTALLED PRIOR TO CONSTRUCTION. SEE SOIL EROSION PLAN.



Know what's below
Call before you dig.

DEMOLITION NOTES

1. THE WORK REFLECTED ON THE DEMOLITION PLAN IS TO PROVIDE GENERAL INFORMATION TOWARDS THE EXISTING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR IS RESPONSIBLE TO REVIEW THE ENTIRE PLAN SET AND ASSOCIATED REPORTS/REFERENCE DOCUMENTS INCLUDING ALL DEMOLITION ACTIVITIES AND INCIDENTAL TASKS NECESSARY TO COMPLETE THE SITE IMPROVEMENTS.
2. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF DEMOLITION ACTIVITIES.
3. EXPLOSIVES SHALL NOT BE USED UNLESS WRITTEN CONSENT FROM BOTH THE OWNER AND ANY APPLICABLE GOVERNING AGENCY IS OBTAINED. BEFORE THE START OF ANY EXPLOSIVE PROGRAM, THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS. ADDITIONALLY, THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SEISMIC TESTING AS REQUIRED AND ANY DAMAGES AS THE RESULT OF SAID DEMOLITION PRACTICES.
4. ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL CODES. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING ALL UTILITIES ARE DISCONNECTED IN ACCORDANCE WITH THE UTILITY AUTHORITY'S REQUIREMENTS PRIOR TO STARTING THE DEMOLITION OF ANY STRUCTURE. ALL EXCAVATIONS ASSOCIATED WITH DEMOLISHED STRUCTURES OR REMOVED TANKS SHALL BE BACKFILLED WITH SUITABLE MATERIAL AND COMPACTED TO SUPPORT SITE AND BUILDING IMPROVEMENTS. A GEOTECHNICAL ENGINEER SHOULD BE PRESENT DURING BACKFILLING ACTIVITIES TO OBSERVE AND CERTIFY THAT BACKFILL MATERIAL WAS COMPACTED TO A SUITABLE CONDITION.
5. DEMOLISHED DEBRIS SHALL NOT BE BURIED ON SITE. ALL WASTE/DEBRIS GENERATED FROM DEMOLITION ACTIVITIES SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL REQUIREMENTS. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN ALL RECORDS OF THE DISPOSAL TO DEMONSTRATE COMPLIANCE WITH THE ABOVE REGULATIONS.



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EROP LLC

PROPOSED CAR WASH
PARCEL ID: 4715-22-400-023 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169



STONEFIELD
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SCALE: 1" = 30' PROJECT ID: DET-240177

TITLE:
DEMOLITION & TREE REMOVAL PLAN

DRAWING:
C-2



SYMBOL	DESCRIPTION
---	PROPERTY LINE
- - - - -	SETBACK LINE
- - - - -	SAWCUT LINE
=====	PROPOSED CURB & GUTTER
=====	PROPOSED FLUSH CURB
=====	PROPOSED MOUNTABLE CURB
○ ○ ○	PROPOSED SIGNS / BOLLARDS
■	PROPOSED BUILDING
■	PROPOSED ASPHALT
■	PROPOSED CONCRETE
∩	PROPOSED BUILDING DOORS

LAND USE AND ZONING			
PARCEL ID: 4715-22-400-023 & 4725-22-402-900 (UNIT 10)			
COMMUNITY SERVICE DISTRICT (CS) & HARDSHIP PLANNED UNIT DEVELOPMENT (HPUD)			
PROPOSED USE		SPECIAL LAND USE	
ZONING REQUIREMENT	REQUIRED (CS)	REQUIRED (HPUD)	PROPOSED
CAR WASH			
MINIMUM LOT AREA	43,560 SF	N/A	1.36 AC (59,223 SF)
MINIMUM LOT WIDTH AT STREET	150 FT	N/A	320.2 FT
MINIMUM LOT COVERAGE (BUILDING)	40% (23,688 SF)	N/A	7.2% (4,375 SF)
MINIMUM LOT COVERAGE (PARKING)	75% (44,415 SF)	N/A	34.9% (20,354 SF)
MAXIMUM BUILDING HEIGHT	2.5 STORIES / 35 FT	N/A	1 STORY / 22 FT
MINIMUM FRONT YARD SETBACK	30 FT ⁽¹⁾	N/A	30.0 FT
MINIMUM SIDE YARD SETBACK	20 FT ⁽²⁾	N/A	60.0 FT
MINIMUM REAR YARD SETBACK	25 FT	N/A	113.3 FT
MINIMUM COMMERCIAL LANDSCAPE BUFFER	10 FT	N/A	10.0 FT
MINIMUM PARKING SETBACK (M-36 ROW)	N/A	50 FT ⁽³⁾	75.8 FT
M-36 ACCESS	N/A	NO NEW CURB CUTS ON M-36, SHARE WITH CHILSON COMMONS	COMPLIES

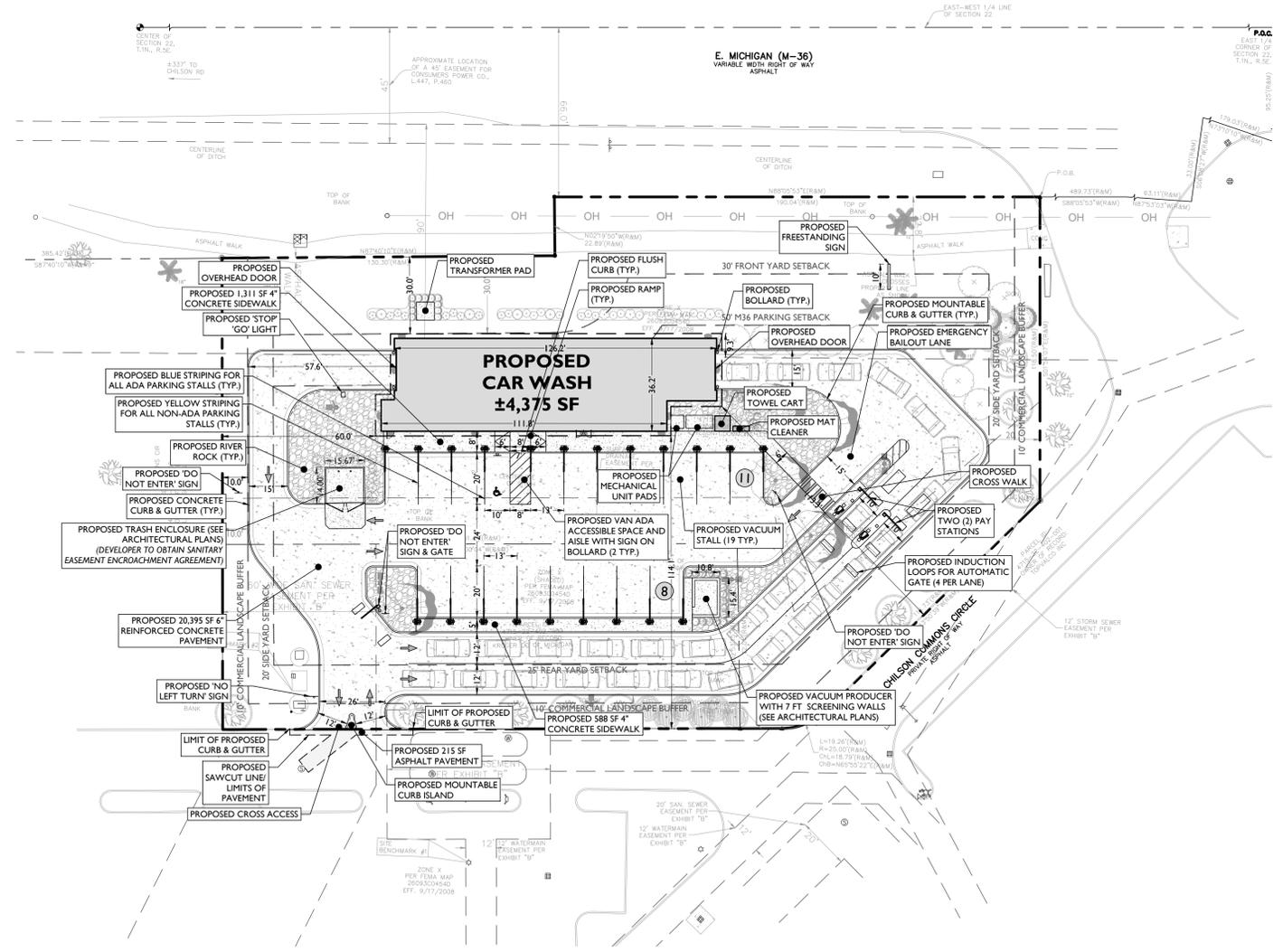
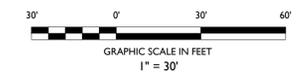
- (1) § 36-171.4 MINIMUM FRONT YARD SETBACKS ARE REQUIRED AS SHOWN EXCEPT WHERE ESTABLISHED BUILDINGS ON ADJACENT LOTS VARY FROM THIS MINIMUM. IN SUCH CASE, A NEW BUILDING SHALL BE CONSTRUCTED WITH A FRONT YARD NO LESS DEPTH THAN THE AVERAGE FRONT YARDS OF BUILDING LOCATED ON EACH SIDE OF THE PROPOSED BUILDING. IN NO CASE SHALL THIS PROVISION BE INTERPRETED TO ALLOW A FRONT YARD OF MORE THAN 40 FT OR LESS THAN 20 FT.
- (2) § 36-171.5 IN COMMUNITY SERVICE DISTRICT, A PRINCIPAL BUILDING MAY BE CONSTRUCTED ON OR NEAR THE PROPERTY LINE PROVIDED THAT THE COMBINATION OF THE TWO SIDE YARDS SHALL BE 20 FT AND THE BUILDINGS SIDE WALL BE FIREWALL MEETING BUILDING CODE.
- (3) OR MUST BE LOCATED SOUTH OF PROPOSED BUILDING

OFF-STREET PARKING REQUIREMENTS		
CODE SECTION	REQUIRED	PROPOSED
§36-330.c	MINIMUM VEHICLE PARKING SPACE: 200 SF	260 SF
§36-334.23	GASOLINE FILLING AND SERVICE STATIONS: 1 SPACE PER SERVICE STALL 1 WASH LANE = 1 SPACE PLUS 1 SPACE PER EMPLOYEE 5 EMP. = 5 SPACES TOTAL: 1 + 5 = 6 SPACES	19 VACUUMS +5 EMPLOYEE ⁽¹⁾ 24 TOTAL SPACES
	STACKING: N/A	28 SPACES

(1) SHARED PARKING AGREEMENT WITH KROGER FOR 5 EMPLOYEE PARKING SPACES.

GENERAL NOTES

1. THE CONTRACTOR SHALL VERIFY AND FAMILIARIZE THEMSELVES WITH THE EXISTING SITE CONDITIONS AND THE PROPOSED SCOPE OF WORK (INCLUDING DIMENSIONS, LAYOUT, ETC.) PRIOR TO INITIATING THE IMPROVEMENTS IDENTIFIED WITHIN THESE DOCUMENTS. SHOULD ANY DISCREPANCY BE FOUND BETWEEN THE EXISTING SITE CONDITIONS AND THE PROPOSED WORK, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC PRIOR TO THE START OF CONSTRUCTION.
2. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND ENSURE THAT ALL REQUIRED APPROVALS HAVE BEEN OBTAINED PRIOR TO THE START OF CONSTRUCTION. COPIES OF ALL REQUIRED PERMITS AND APPROVALS SHALL BE KEPT ON SITE AT ALL TIMES DURING CONSTRUCTION.
3. ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS STONEFIELD ENGINEERING & DESIGN, LLC, AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES AND LIABILITIES INCLUDING ATTORNEY'S FEES ARISING OUT OF CLAIMS BY EMPLOYEES OF THE CONTRACTOR IN ADDITION TO CLAIMS CONNECTED TO THE PROJECT AS A RESULT OF NOT CARRYING THE PROPER INSURANCE FOR WORKERS COMPENSATION, LIABILITY INSURANCE, AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE.
4. THE CONTRACTOR SHALL NOT DEVIATE FROM THE PROPOSED IMPROVEMENTS IDENTIFIED WITHIN THIS PLAN SET UNLESS APPROVAL IS PROVIDED IN WRITING BY STONEFIELD ENGINEERING & DESIGN, LLC.
5. THE CONTRACTOR IS RESPONSIBLE TO DETERMINE THE MEANS AND METHODS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOT PERFORM ANY WORK OR CAUSE DISTURBANCE ON A PRIVATE PROPERTY NOT CONTROLLED BY THE PERSON OR ENTITY WHO HAS AUTHORIZED THE WORK WITHOUT PRIOR WRITTEN CONSENT FROM THE OWNER OF THE PRIVATE PROPERTY.
7. THE CONTRACTOR IS RESPONSIBLE TO RESTORE ANY DAMAGED OR UNDERMINED STRUCTURE OR SITE FEATURE THAT IS IDENTIFIED TO REMAIN ON THE PLAN SET. ALL REPAIRS SHALL USE NEW MATERIALS TO RESTORE THE FEATURE TO ITS EXISTING CONDITION AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDE THE APPROPRIATE SHOP DRAWINGS, PRODUCT DATA, AND OTHER REQUIRED SUBMITTALS FOR REVIEW. STONEFIELD ENGINEERING & DESIGN, LLC WILL REVIEW THE SUBMITTALS IN ACCORDANCE WITH THE DESIGN INTENT AS REFLECTED WITHIN THE PLAN SET.
9. THE CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
10. THE CONTRACTOR IS REQUIRED TO PERFORM ALL WORK IN THE PUBLIC RIGHT-OF-WAY IN ACCORDANCE WITH THE APPROPRIATE GOVERNING AUTHORITY AND SHALL BE RESPONSIBLE FOR THE PROCUREMENT OF STREET OPENING PERMITS.
11. THE CONTRACTOR IS REQUIRED TO RETAIN AN OSHA CERTIFIED SAFETY INSPECTOR TO BE PRESENT ON SITE AT ALL TIMES DURING CONSTRUCTION & DEMOLITION ACTIVITIES.
12. SHOULD AN EMPLOYEE OF STONEFIELD ENGINEERING & DESIGN, LLC, BE PRESENT ON SITE AT ANY TIME DURING CONSTRUCTION, IT DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES AND REQUIREMENTS LISTED IN THE NOTES WITHIN THIS PLAN SET.



DATE	ISSUE	BY	DESCRIPTION
01/23/2024	1	JSEM	FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL

NOT APPROVED FOR CONSTRUCTION

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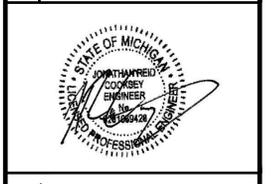
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EROP LLC

PROPOSED CAR WASH

PARCEL ID: 4715-22-400-023 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169



STONEFIELD
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SCALE: 1" = 30' PROJECT ID: DET-240177

TITLE: **SITE PLAN**

DRAWING: **C-3**



SYMBOL	DESCRIPTION
	PROPERTY LINE
	PROPOSED GRADING CONTOUR
	PROPOSED GRADING RIDGELINE
	PROPOSED STORMWATER STRUCTURES
	PROPOSED STORMWATER PIPING

NOT APPROVED FOR CONSTRUCTION

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555 S. Old Woodward Avenue, Suite 12L, Birmingham, MI 48009
Phone 248.247.1115



EROP LLC

PROPOSED CAR WASH
PARCEL ID: 4715-22-400-023 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169



STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-240177

TITLE:
**STORMWATER
MANAGEMENT PLAN**

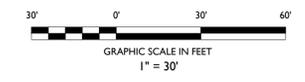
DRAWING:
C-5

DRAINAGE AND UTILITY NOTES

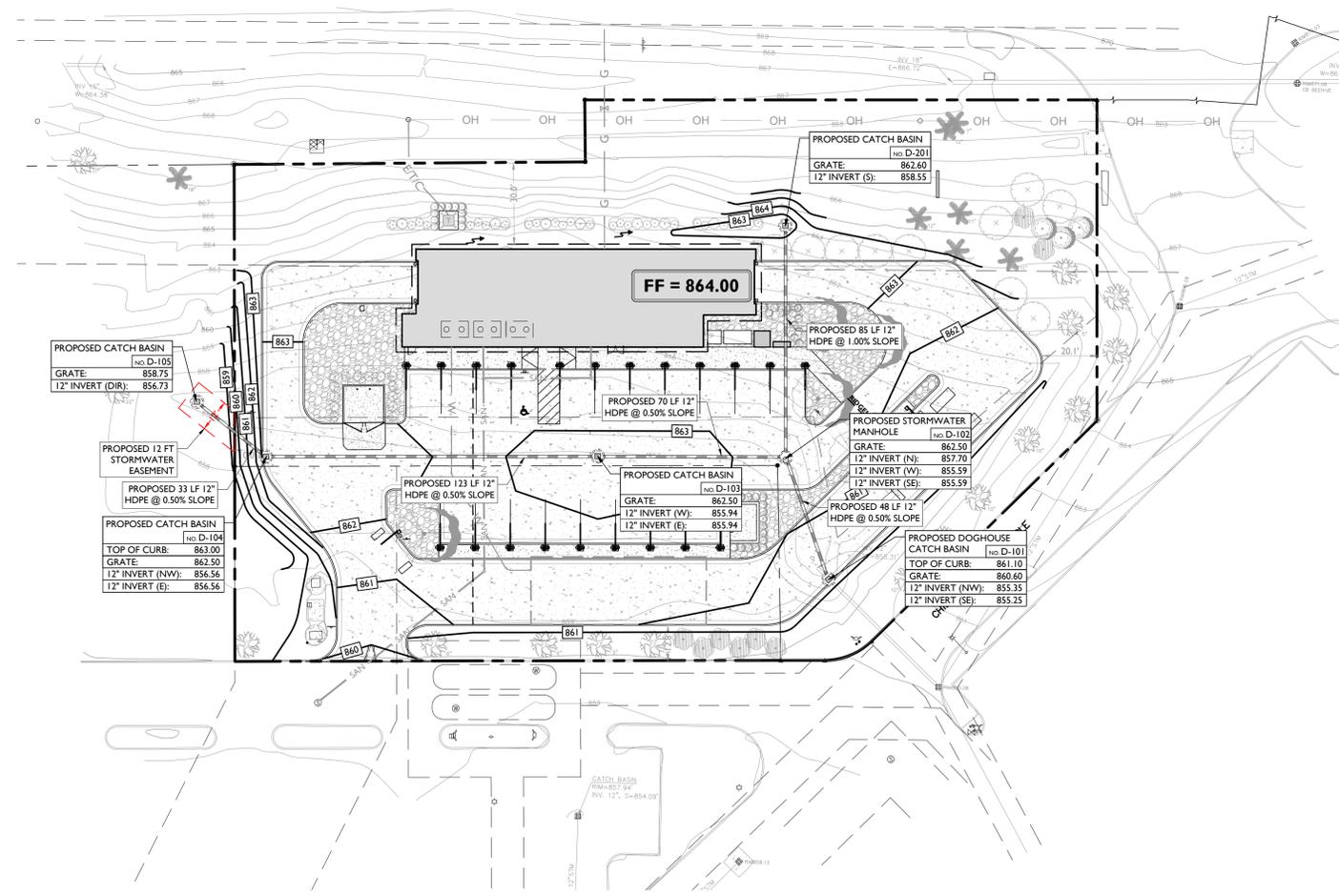
1. THE CONTRACTOR TO PERFORM A TEST PIT PRIOR TO CONSTRUCTION (RECOMMEND 30 DAYS PRIOR) AT LOCATIONS OF EXISTING UTILITY CROSSINGS FOR STORMWATER IMPROVEMENTS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IN WRITING.
2. CONTRACTOR SHALL START CONSTRUCTION OF STORM LINES AT THE LOWEST INVERT AND WORK UP-GRADE.
3. THE CONTRACTOR IS REQUIRED TO CALL THE APPROPRIATE AUTHORITY FOR NOTICE OF CONSTRUCTION/EXCAVATION AND UTILITY MARK OUT PRIOR TO THE START OF CONSTRUCTION IN ACCORDANCE WITH STATE LAW. CONTRACTOR IS REQUIRED TO CONFIRM THE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES IN THE FIELD. SHOULD A DISCREPANCY EXIST BETWEEN THE FIELD LOCATION OF A UTILITY AND THE LOCATION SHOWN ON THE PLAN SET OR SURVEY, THE CONTRACTOR SHALL NOTIFY STONEFIELD ENGINEERING & DESIGN, LLC. IMMEDIATELY IN WRITING.
4. THE CONTRACTOR IS RESPONSIBLE TO MAINTAIN A RECORD OF THE AS-BUILT LOCATIONS OF ALL PROPOSED UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR SHALL NOTE ANY DISCREPANCIES BETWEEN THE AS-BUILT LOCATIONS AND THE LOCATIONS DEPICTED WITHIN THE PLAN SET. THIS RECORD SHALL BE PROVIDED TO THE OWNER FOLLOWING COMPLETION OF WORK.

EXCAVATION, SOIL PREPARATION, AND DEWATERING NOTES

1. THE CONTRACTOR IS REQUIRED TO REVIEW THE REFERENCED GEOTECHNICAL DOCUMENTS PRIOR TO CONSTRUCTION. THESE DOCUMENTS SHALL BE CONSIDERED A PART OF THE PLAN SET.
2. THE CONTRACTOR IS REQUIRED TO PREPARE SUBGRADE SOILS BENEATH ALL PROPOSED IMPROVEMENTS AND BACKFILL ALL EXCAVATIONS IN ACCORDANCE WITH RECOMMENDATIONS BY THE GEOTECHNICAL ENGINEER OF RECORD.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING SHORING FOR ALL EXCAVATIONS AS REQUIRED. CONTRACTOR SHALL HAVE THE SHORING DESIGN PREPARED BY A QUALIFIED PROFESSIONAL SHORING DESIGNER. THESE DESIGNS SHALL BE SUBMITTED TO STONEFIELD ENGINEERING & DESIGN, LLC. AND THE OWNER PRIOR TO THE START OF CONSTRUCTION.
4. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL OPEN EXCAVATIONS ARE PERFORMED AND PROTECTED IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS.
5. THE CONTRACTOR IS RESPONSIBLE FOR ANY DEWATERING DESIGN AND OPERATIONS, AS REQUIRED, TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL OBTAIN ANY REQUIRED PERMITS FOR DEWATERING OPERATIONS AND GROUNDWATER DISPOSAL.

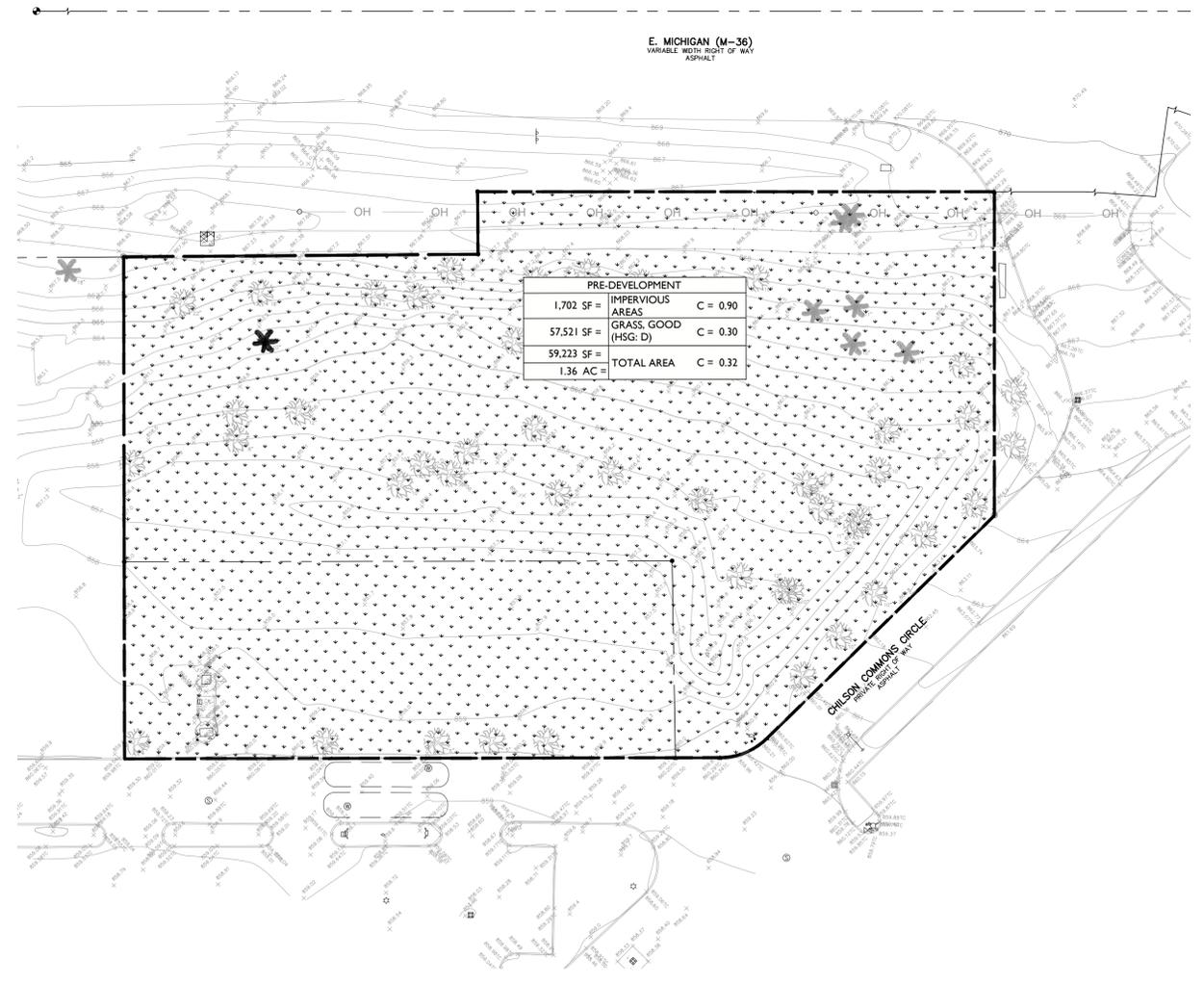


E. MICHIGAN (M-36)
VARIABLE WIDTH RIGHT OF WAY
ASPHALT

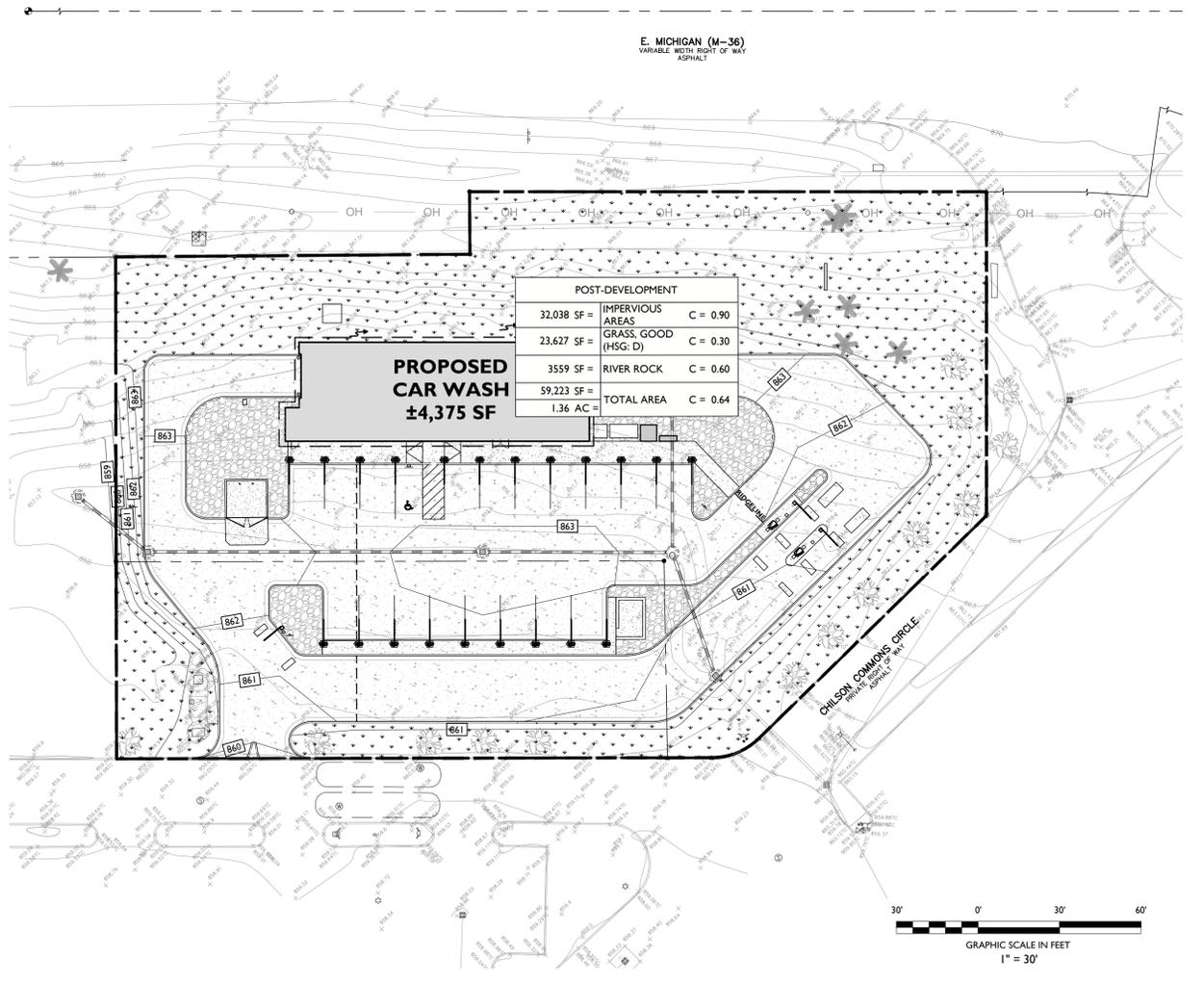


V:\0124\DET-240177\EROP\11-15-16\HAMBURG TOWNSHIP - HFC\ADDP\DET-240177-05-STRM.MXD

PRE-DEVELOPMENT DRAINAGE AREA MAP



POST-DEVELOPMENT DRAINAGE AREA MAP



SYMBOL **DESCRIPTION**

--- DRAINAGE AREA BOUNDARY

▾ PERVIOUS AREA



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LIVINGSTON COUNTY, MICHIGAN 48169



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SCALE: 1" = 30' PROJECT ID: DET-240177

TITLE: **DRAINAGE AREA MAPS**

DRAWING: **C-6**

V:\072024\DET-240177\EROP\11-5580 E M36 CAR WASH\HAMBURG TOWNSHIP\HIC\0240177\0240177.DWG

SYMBOL	DESCRIPTION
	PROPERTY BOUNDARY
	PROPOSED LIMIT OF DISTURBANCE
	PROPOSED SILT FENCE
	PROPOSED TREE PROTECTION FENCE
	PROPOSED STOCKPILE & EQUIPMENT STORAGE
	PROPOSED STABILIZED CONSTRUCTION ENTRANCE
	PROPOSED INLET PROTECTION FILTER

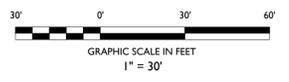
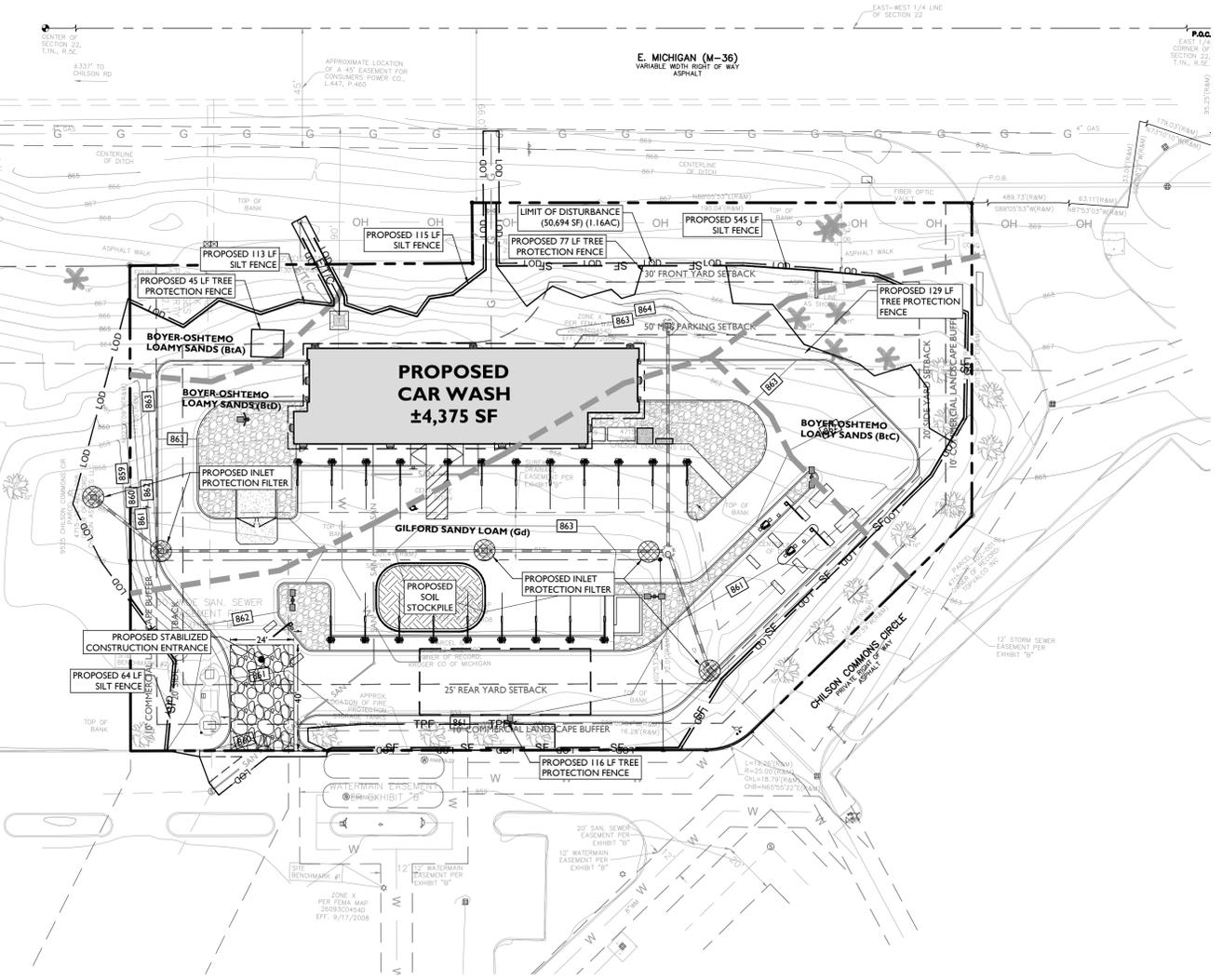
- SOIL EROSION AND SEDIMENT CONTROL NOTES**
1. THE CONTRACTOR IS RESPONSIBLE FOR SOIL EROSION AND SEDIMENT CONTROL IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS.
 2. THE CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL IN COMPLIANCE WITH LOCAL, STATE, AND FEDERAL AIR QUALITY STANDARDS.
 3. THE CONTRACTOR IS RESPONSIBLE TO INSPECT ALL SOIL EROSION AND SEDIMENT CONTROL MEASURES WEEKLY AND AFTER A PRECIPITATION EVENT GREATER THAN 1 INCH. THE CONTRACTOR SHALL MAINTAIN AN INSPECTION LOG ON SITE AND DOCUMENT CORRECTIVE ACTION TAKEN THROUGHOUT THE COURSE OF CONSTRUCTION AS REQUIRED.

SOIL CHARACTERISTICS CHART	
TYPE OF SOIL	BOYER-OSSTEMO LOAMY SANDS (BA)
PERCENT OF SITE COVERAGE	7.6%
HYDROLOGIC SOIL GROUP	B
DEPTH TO RESTRICTIVE LAYER	> 80 INCHES
SOIL PERMEABILITY	0.60 TO 2.00 IN / HR
DEPTH TO WATER TABLE	> 80 INCHES

SOIL CHARACTERISTICS CHART	
TYPE OF SOIL	BOYER-OSSTEMO LOAMY SANDS (BC)
PERCENT OF SITE COVERAGE	16.1%
HYDROLOGIC SOIL GROUP	B
DEPTH TO RESTRICTIVE LAYER	> 80 INCHES
SOIL PERMEABILITY	0.60 TO 2.00 IN / HR
DEPTH TO WATER TABLE	> 80 INCHES

SOIL CHARACTERISTICS CHART	
TYPE OF SOIL	BOYER-OSSTEMO LOAMY SANDS (BD)
PERCENT OF SITE COVERAGE	32.5%
HYDROLOGIC SOIL GROUP	B
DEPTH TO RESTRICTIVE LAYER	> 80 INCHES
SOIL PERMEABILITY	0.60 TO 2.00 IN / HR
DEPTH TO WATER TABLE	> 80 INCHES

SOIL CHARACTERISTICS CHART	
TYPE OF SOIL	GILFORD SANDY LOAM (Gd)
PERCENT OF SITE COVERAGE	43.8%
HYDROLOGIC SOIL GROUP	A/D
DEPTH TO RESTRICTIVE LAYER	> 80 INCHES
SOIL PERMEABILITY	0.14 TO 14.17 IN / HR
DEPTH TO WATER TABLE	0 INCHES



ISSUE	DATE	BY	DESCRIPTION
1	01/23/2024	JSEH	FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL

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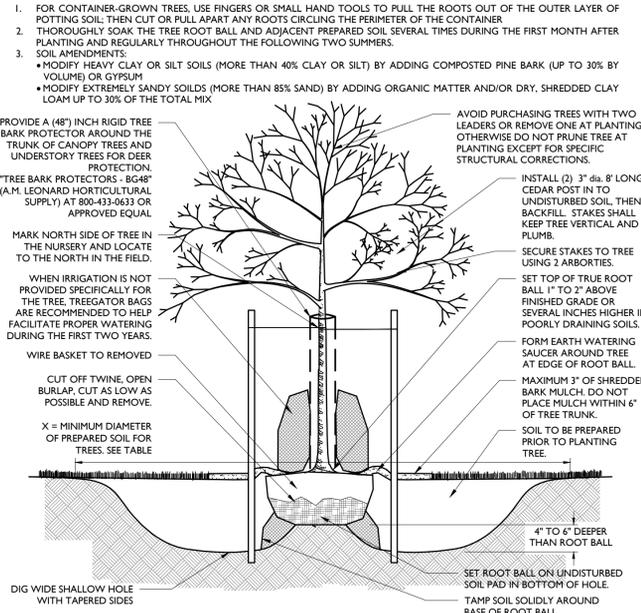
STONEFIELD
engineering & design

SCALE: 1" = 30' PROJECT ID: DET-240177

TITLE:
SOIL EROSION & SEDIMENT CONTROL PLAN

DRAWING:
C-9

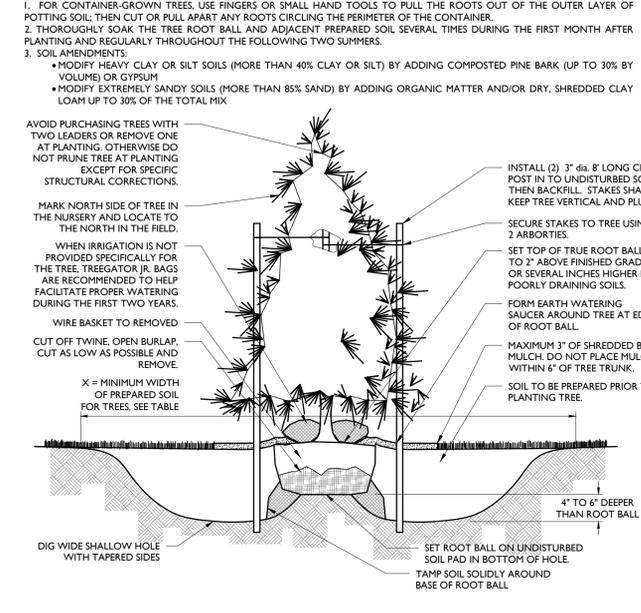
NOTES: 1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL...



DECIDUOUS TREE PLANTING DETAIL

NOT TO SCALE

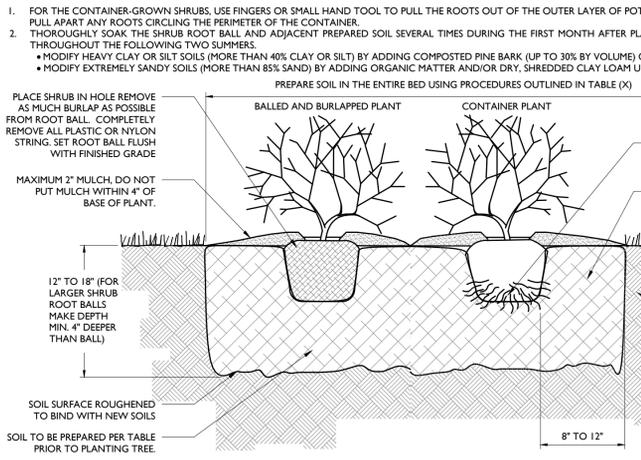
NOTES: 1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL...



CONIFEROUS TREE PLANTING DETAIL

NOT TO SCALE

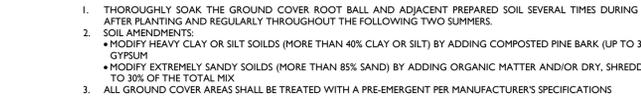
NOTES: 1. FOR THE CONTAINER-GROWN SHRUBS, USE FINGERS OR SMALL HAND TOOL TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL...



DECIDUOUS AND EVERGREEN SHRUB PLANTING DETAIL

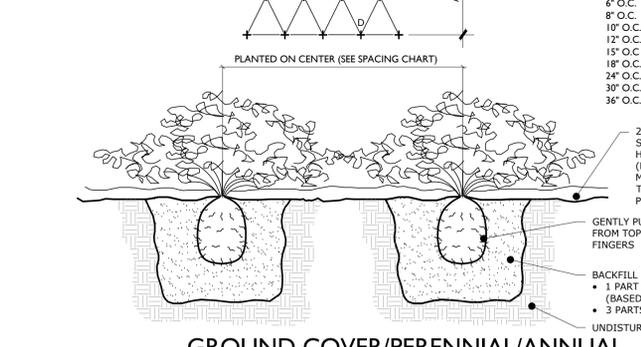
NOT TO SCALE

NOTES: 1. THOROUGHLY SOAK THE GROUND COVER ROOT BALL AND ADJACENT PREPARED SOIL SEVERAL TIMES DURING THE FIRST MONTH AFTER PLANTING...



GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

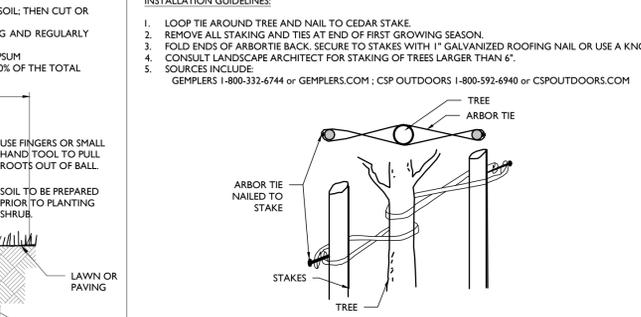
NOT TO SCALE



GROUND COVER/PERENNIAL/ANNUAL PLANTING DETAIL

NOT TO SCALE

INSTALLATION GUIDELINES: 1. LOOP TIE AROUND TREE AND NAIL TO CEDAR STAKE.



ARBORTIE DETAIL

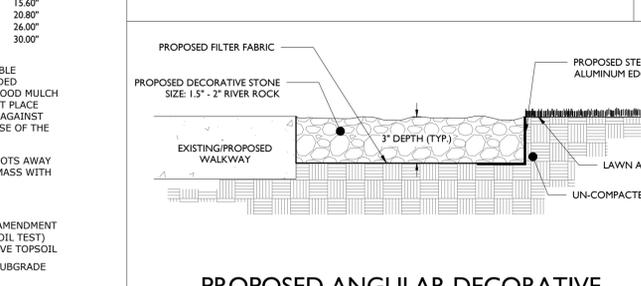
NOT TO SCALE

NOTES: 1. FOR CONTAINER-GROWN TREES, USE FINGERS OR SMALL HAND TOOLS TO PULL THE ROOTS OUT OF THE OUTER LAYER OF POTTING SOIL...



PROPOSED ANGULAR DECORATIVE STONE

OR APPROVED EQUAL



PROPOSED ANGULAR DECORATIVE STONE DETAIL

NOT TO SCALE

GENERAL LANDSCAPING NOTES: 1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS...

- 1. THE LANDSCAPE CONTRACTOR SHALL FURNISH ALL MATERIALS AND PERFORM ALL WORK IN ACCORDANCE WITH THESE SPECIFICATIONS...

PROTECTION OF EXISTING VEGETATION NOTES: 1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION...

- 1. BEFORE COMMENCING WORK, ALL EXISTING VEGETATION WHICH COULD BE IMPACTED AS A RESULT OF THE PROPOSED CONSTRUCTION...

SOIL PREPARATION AND MULCH NOTES: 1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY...

- 1. LANDSCAPE CONTRACTOR SHALL OBTAIN A SOIL TEST OF THE IN-SITU TOPSOIL BY A CERTIFIED SOIL LABORATORY...

PLANT MATERIAL GUARANTEE NOTES: 1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR...

- 1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE (1) YEAR...

LAWN (SEED OR SOD) NOTES: 1. SEED MIXTURE SHALL BE FRESH, CLEAN, NEW CROP SEED. SOD SHALL BE STRONGLY ROOTED, UNIFORM IN THICKNESS...

IRRIGATION DURING ESTABLISHMENT: TABLE with columns for PLANTING CALIBER, IRRIGATION FOR VITALITY, and IRRIGATION FOR SURVIVAL.

TABLE NOTES: 1. AT EACH IRRIGATION, APPLY TWO TO THREE GALLONS PER INCH TRUNK CALIPER TO THE ROOT BALL SURFACE.

Table with 4 columns: Properties, Test Method, Unit, Minimum Average. Includes rows for Material, Compressive Weight, Grab Tensile Strength, Grab Elongation, Tensile Tear, Puncture, Water Permeability, and Ultraviolet Exposure.

LANDSCAPE FILTER FABRIC

OR APPROVED EQUAL

PLANT QUALITY AND HANDLING NOTES: 1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION...

- 1. ALL PLANT MATERIAL SHALL CONFORM TO THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) OR LATEST REVISION...

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Table with 4 columns: Properties, Test Method, Unit, Minimum Average. Includes rows for Material, Compressive Weight, Grab Tensile Strength, Grab Elongation, Tensile Tear, Puncture, Water Permeability, and Ultraviolet Exposure.

LANDSCAPE FILTER FABRIC

OR APPROVED EQUAL

Table with columns: ITEM, DATE, ISSUE, BY. Includes a row for 'FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL'.

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PROPOSED CAR WASH

PARCEL ID: 4715-22-400-033 & 4725-22-402-900 5580 E M36 HARBURG TOWNSHIP LIVINGSTON COUNTY, MICHIGAN 48169

EROP LLC

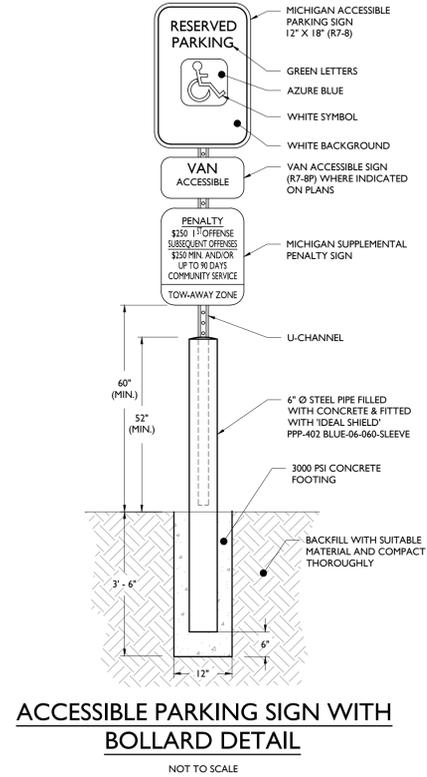
STATE OF MICHIGAN PROFESSIONAL ENGINEER

SCALE: AS SHOWN PROJECT ID: DET-240177

STONEFIELD engineering & design

LANDSCAPING DETAILS

DRAWING: 2 OF 2

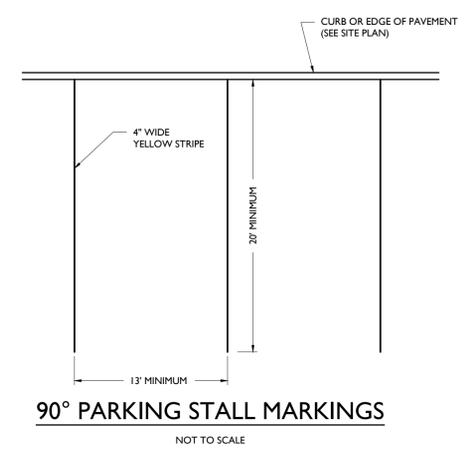


ACCESSIBLE PARKING SIGN WITH BOLLARD DETAIL
NOT TO SCALE



ACCESSIBLE PARKING STALL MARKINGS
NOT TO SCALE

2

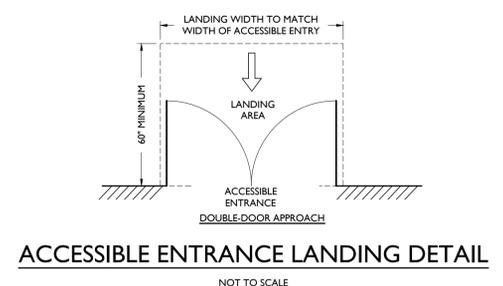


90° PARKING STALL MARKINGS
NOT TO SCALE

3

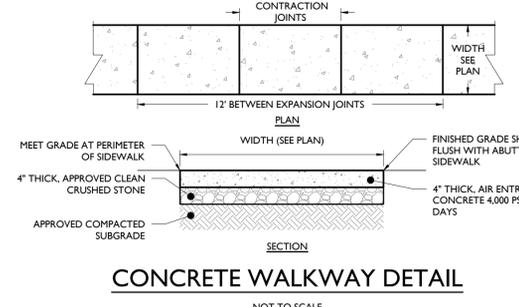
- PAVEMENT STRIPING & MARKINGS NOTES:**
1. ALL SIGNING AND STRIPING IN EXISTING CONDITION IN CONFLICT WITH THE PROPOSED DESIGN PLAN SHALL BE REMOVED.
 2. ALL PROPOSED SIGNING AND STRIPING SHALL CONFORM TO THE CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PUBLISHED BY THE FEDERAL HIGHWAY ADMINISTRATION.
 3. PAVEMENT STRIPING AND MARKINGS SHALL BE INSTALLED IN CONFORMANCE WITH ALL APPLICABLE LOCAL, COUNTY AND STATE REQUIREMENTS.
 4. UNLESS OTHERWISE SPECIFIED, ALL STRIPING AND MARKINGS IN THE PUBLIC RIGHT-OF-WAY SHALL BE OF THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.
 5. UNLESS OTHERWISE SPECIFIED, ON SITE PARKING STALL STRIPING, FIRE LANE STRIPING AND DIRECTIONAL ARROWS SHALL BE EPOXY PAINT. ON SITE STOP BARS, "DO NOT ENTER" BARS, AND ASSOCIATED LETTERING SHALL BE THERMOPLASTIC PAINT OR PREFORMED THERMOPLASTIC MARKINGS.

4



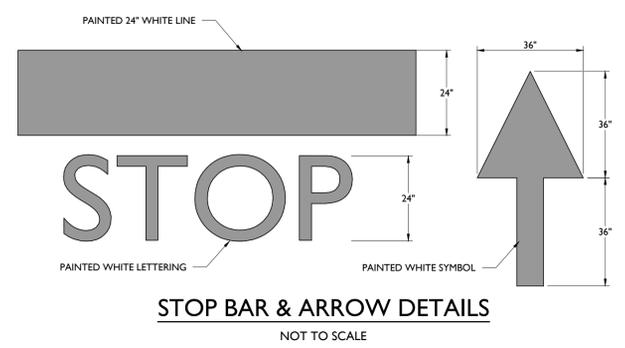
ACCESSIBLE ENTRANCE LANDING DETAIL
NOT TO SCALE

5



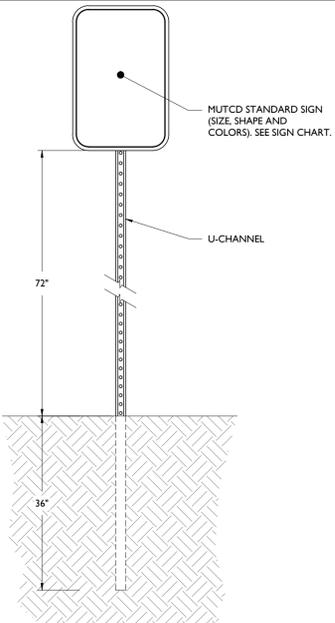
CONCRETE WALKWAY DETAIL
NOT TO SCALE

6

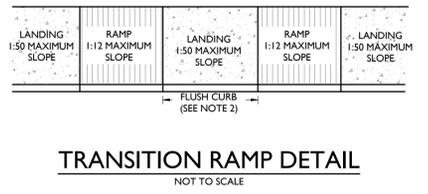


STOP BAR & ARROW DETAILS
NOT TO SCALE

7



MUTCD STANDARD SIGN
NOT TO SCALE



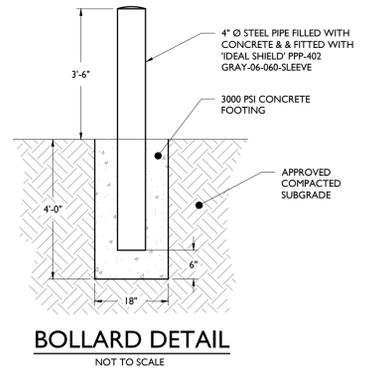
TRANSITION RAMP DETAIL
NOT TO SCALE

9

M.U.T.C.D. NUMBER	TEXT	COLOR		SIZE OF SIGN (WIDTH X HEIGHT)	TYPE OF MOUNT
		LEGEND	BACKGROUND		
STOP SIGN (R1-1)		WHITE	RED	36"x36"	GROUND
DO NOT ENTER (R5-1)		RED	WHITE	30"x30"	GROUND

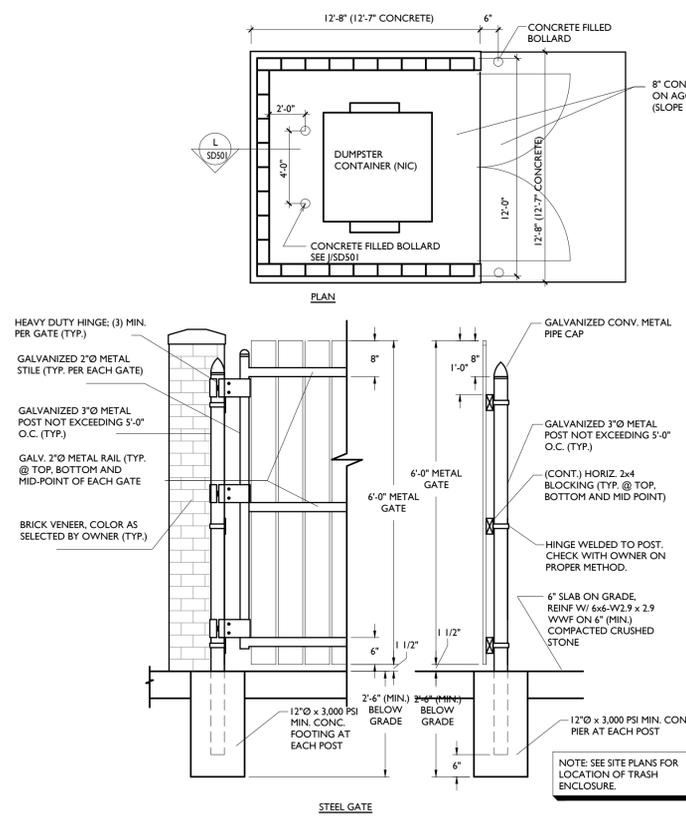
SIGN DETAIL & DATA TABLE
NOT TO SCALE

8



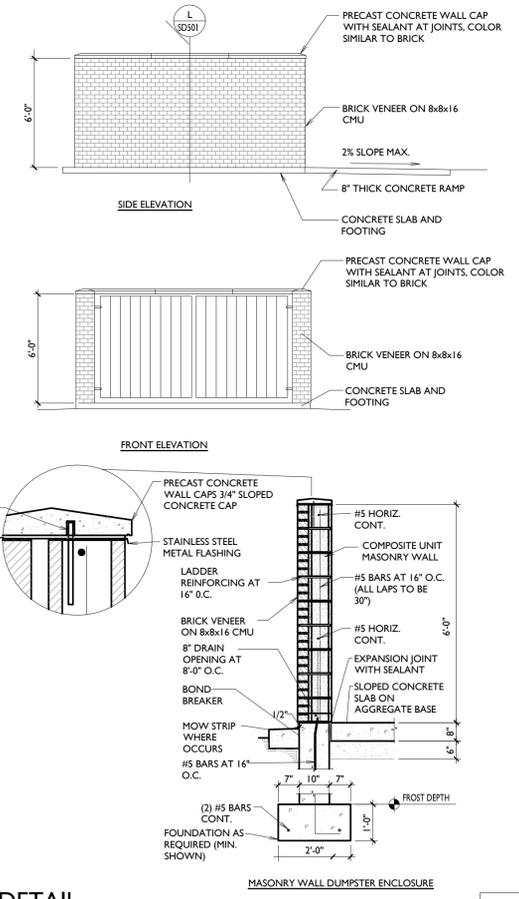
BOLLARD DETAIL
NOT TO SCALE

10



TRASH / RECYCLE ENCLOSURE DETAIL
NOT TO SCALE

11



MASONRY WALL DUMPSTER ENCLOSURE

ISSUE	DATE	BY	DESCRIPTION
1	01/23/2024	JSEM	FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL

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EROP LLC

PROPOSED CAR WASH

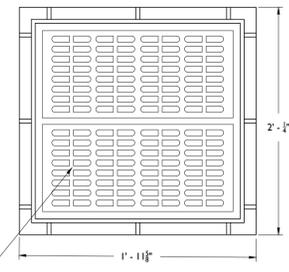
PARCEL ID: 4715-22-400-033 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169

STATE OF MICHIGAN
JAMES W. WATKINS
REGISTERED PROFESSIONAL ENGINEER
No. 106942

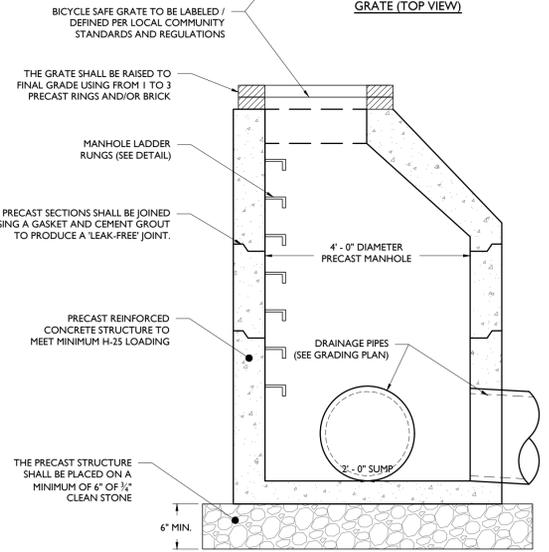
STONEFIELD
engineering & design

SCALE: AS SHOWN PROJECT ID: DET-240177
TITLE: CONSTRUCTION DETAILS
DRAWING: C-12

- NOTES:
1. STRUCTURE TO BE CONSTRUCTED OF REINFORCED PRECAST CONCRETE.
 2. FRAME AND GRATE TO BE CAST IRON AND SUPPORT MINIMUM H-25 LOADING.
 3. ALL JOINTS TO BE WATER-TIGHT.
 4. SUBGRADE BENEATH STRUCTURE SHALL BE LEVELED AND COMPACTED AS NECESSARY PRIOR TO INSTALLING STRUCTURE.

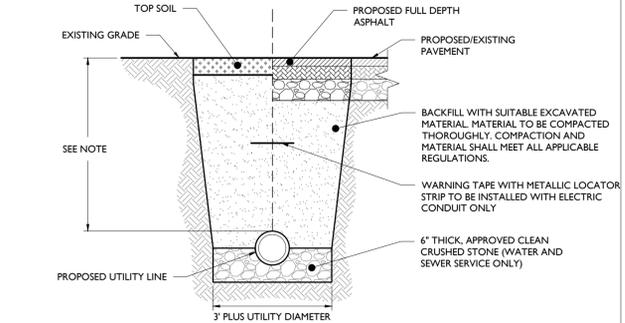


GRATE (TOP VIEW)



STORM INLET SIDE VIEW

PER MDOT TYPE 'R' COVER
NOT TO SCALE

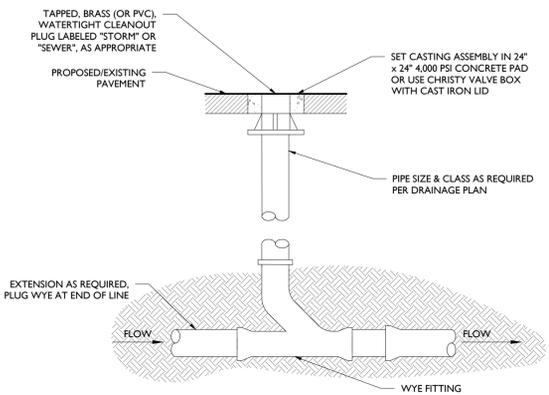


UTILITY TRENCH DETAIL

NOTE: NOT TO SCALE

- MINIMUM PIPE COVER SHALL BE AS FOLLOWS:
- ELECTRIC SERVICE - PER APPLICABLE UTILITY AUTHORITY
 - GAS SERVICE - PER APPLICABLE UTILITY AUTHORITY
 - SEWER SERVICE - 36" MINIMUM
 - WATER SERVICE - 48" MINIMUM

2



HARDSCAPE CLEAN-OUT

NOT TO SCALE

3

V:\0120\040124\01240177\040177.DWG - 0506 11:41 AM - HAMBURG TOWNSHIP - HFCAD\01240177.DWG

NO.	DATE	ISSUE	BY	DESCRIPTION
1	01/23/2024	ISSUE	JSEB	FOR SITE PLAN & SPECIAL USE PERMIT APPROVAL

NOT APPROVED FOR CONSTRUCTION

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SITE DEVELOPMENT PLANS

EROP LLC

PROPOSED CAR WASH

PARCEL ID: 4715-22-400-023 & 4725-22-402-900
5580 E M36
HAMBURG TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN 48169

WHITEWATER EXPRESS CAR WASH

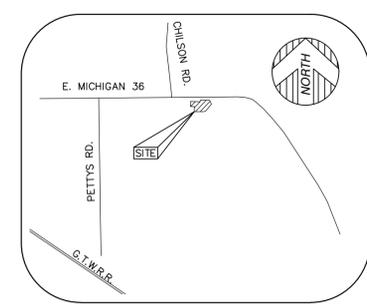


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engineering & design

SCALE: AS SHOWN PROJECT ID: DET-240177

TITLE:
**CONSTRUCTION
DETAILS**

DRAWING:
C-14



VICINITY MAP (NOT TO SCALE)

PARKING
NO MARKED PARKING ON SITE.

PARCEL AREA
44,674± SQUARE FEET = 1.02± ACRES

BASIS OF BEARING
NORTH 88°05'53" EAST, BEING THE SOUTH LINE OF E. MICHIGAN AVE (M-36), AS DESCRIBED.

BENCHMARK
SITE BENCHMARK #1
SQUARE ON NORTHEAST SIDE OF CONCRETE LIGHT POLE BASE 150' ± FROM NORTHEAST CORNER OF BLDG 9682 ELEVATION = 861.19' (NAVD 88)
SITE BENCHMARK #2
SOUTHWEST CORNER OF RECTANGULAR CONCRETE PAD SOUTH OF SITE. ELEVATION = 860.07' (NAVD 88)

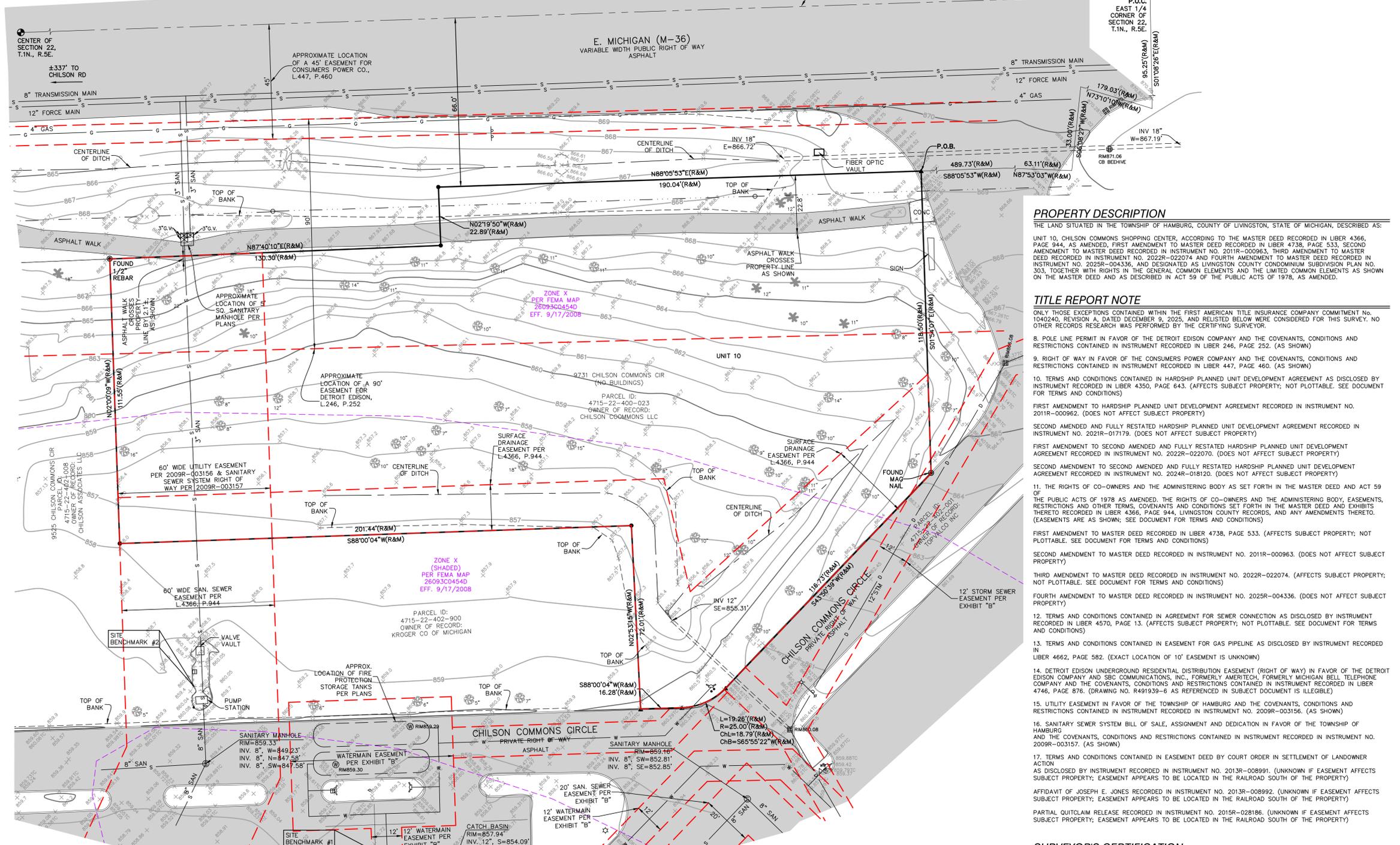
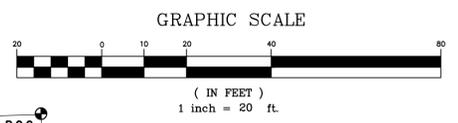
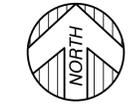
FLOOD NOTE
SUBJECT PARCEL LIES WITHIN:
OTHER FLOOD AREA (ZONE X): AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
OTHER AREA (ZONE X): AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.
AS SHOWN ON FLOOD INSURANCE RATE MAP: MAP NUMBER 26093C0454D, DATED 9/17/2008, PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

LEGEND

- SET 1/2" REBAR WITH CAP P.S. 47976
- ▲ SET MAG NAIL
- FOUND MONUMENT (AS NOTED)
- FOUND SECTION CORNER (AS NOTED)
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- GROUND ELEVATION
- ELECTRIC PANEL
- UTILITY POLE
- VENT PIPE
- LIGHT POLE WITH STREET LAMP
- SANITARY MANHOLE
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER GATE MANHOLE
- WATER VALVE
- UNKNOWN MANHOLE
- BOLLARD
- LIGHT POST/LAMP POST
- DOUBLE POST SIGN
- DECIDUOUS TREE (AS NOTED)
- CONIFEROUS TREE (AS NOTED)
- PARCEL BOUNDARY LINE
- PLATTED LOT LINE
- SECTION LINE
- EASEMENT (AS NOTED)
- CENTERLINE OF DITCH
- CONCRETE CURB
- RAISED CONCRETE
- PARKING
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- OVERHEAD UTILITY LINE
- GAS LINE
- SANITARY LINE
- UNDERGROUND PIPE (AS NOTED)
- MINOR CONTOUR LINE
- MAJOR CONTOUR LINE
- FLOOD LINE
- ASPHALT
- CONCRETE

SURVEYOR'S NOTES

1. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.
2. THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
3. THE SURVEYOR IS UNAWARE OF ANY PROPOSED CHANGES IN STREET RIGHT OF WAY LINES. THERE IS NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.
4. THERE ARE NO VISIBLE ENCROACHMENTS ON SAID DESCRIBED PROPERTY, EXCEPT AS SHOWN ON THE SURVEY.
5. THE BOUNDARY LINE DIMENSIONS FORM A MATHEMATICALLY CLOSED FIGURE WITH ±0.1 FT. THERE ARE NO GAPS AND/OR GORES WITHIN ANY PORTION OF THE SUBJECT PROPERTY.



PROPERTY DESCRIPTION

THE LAND SITUATED IN THE TOWNSHIP OF HAMBURG, COUNTY OF LIVINGSTON, STATE OF MICHIGAN, DESCRIBED AS: UNIT 10, CHILSON COMMONS SHOPPING CENTER, ACCORDING TO THE MASTER DEED RECORDED IN LIBER 4366, PAGE 944, AS AMENDED, FIRST AMENDMENT TO MASTER DEED RECORDED IN LIBER 4738, PAGE 533, SECOND AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2011R-00063, THIRD AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2022R-022074 AND FOURTH AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2025R-004336, AND DESIGNATED AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 303, TOGETHER WITH RIGHTS IN THE GENERAL COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AS SHOWN ON THE MASTER DEED AND AS DESCRIBED IN ACT 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

TITLE REPORT NOTE

1. ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. 1040240, REVISION A, DATED DECEMBER 9, 2025, AND RELISTED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.
2. POLE LINE PERMIT IN FAVOR OF THE DETROIT EDISON COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 246, PAGE 252. (AS SHOWN)
3. RIGHT OF WAY IN FAVOR OF THE CONSUMERS POWER COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 447, PAGE 460. (AS SHOWN)
4. TERMS AND CONDITIONS CONTAINED IN HARDSHIP PLANNED UNIT DEVELOPMENT AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 4350, PAGE 643. (AFFECTS SUBJECT PROPERTY; NOT PLOTTABLE. SEE DOCUMENT FOR TERMS AND CONDITIONS)
5. FIRST AMENDMENT TO HARDSHIP PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2011R-00092. (DOES NOT AFFECT SUBJECT PROPERTY)
6. SECOND AMENDED AND FULLY RESTATED HARDSHIP PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2021R-01719. (DOES NOT AFFECT SUBJECT PROPERTY)
7. FIRST AMENDMENT TO SECOND AMENDED AND FULLY RESTATED HARDSHIP PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2022R-022070. (DOES NOT AFFECT SUBJECT PROPERTY)
8. SECOND AMENDMENT TO SECOND AMENDED AND FULLY RESTATED HARDSHIP PLANNED UNIT DEVELOPMENT AGREEMENT RECORDED IN INSTRUMENT NO. 2024R-018120. (DOES NOT AFFECT SUBJECT PROPERTY)
9. THE RIGHTS OF CO-OWNERS AND THE ADMINISTERING BODY AS SET FORTH IN THE MASTER DEED AND ACT 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED, THE RIGHTS OF CO-OWNERS AND THE ADMINISTERING BODY, EASEMENTS, RESTRICTIONS AND OTHER TERMS, COVENANTS AND CONDITIONS SET FORTH IN THE MASTER DEED AND EXHIBITS THERETO RECORDED IN LIBER 4366, PAGE 944, LIVINGSTON COUNTY RECORDS, AND ANY AMENDMENTS THERETO. (EASEMENTS ARE AS SHOWN; SEE DOCUMENT FOR TERMS AND CONDITIONS)
10. FIRST AMENDMENT TO MASTER DEED RECORDED IN LIBER 4738, PAGE 533. (AFFECTS SUBJECT PROPERTY; NOT PLOTTABLE. SEE DOCUMENT FOR TERMS AND CONDITIONS)
11. SECOND AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2011R-00063. (DOES NOT AFFECT SUBJECT PROPERTY)
12. THIRD AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2022R-022074. (AFFECTS SUBJECT PROPERTY; NOT PLOTTABLE. SEE DOCUMENT FOR TERMS AND CONDITIONS)
13. FOURTH AMENDMENT TO MASTER DEED RECORDED IN INSTRUMENT NO. 2025R-004336. (DOES NOT AFFECT SUBJECT PROPERTY)
14. TERMS AND CONDITIONS CONTAINED IN AGREEMENT FOR SEWER CONNECTION AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 4570, PAGE 13. (AFFECTS SUBJECT PROPERTY; NOT PLOTTABLE. SEE DOCUMENT FOR TERMS AND CONDITIONS)
15. TERMS AND CONDITIONS CONTAINED IN EASEMENT FOR GAS PIPELINE AS DISCLOSED BY INSTRUMENT RECORDED IN LIBER 4662, PAGE 582. (EXACT LOCATION OF 10' EASEMENT IS UNKNOWN)
16. DETROIT EDISON UNDERGROUND RESIDENTIAL DISTRIBUTION EASEMENT (RIGHT OF WAY) IN FAVOR OF THE DETROIT EDISON COMPANY AND SBC COMMUNICATIONS, INC., FORMERLY AMERTECH, FORMERLY MICHIGAN BELL TELEPHONE COMPANY AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN LIBER 4746, PAGE 876. (DRAWING NO. R491939-6 AS REFERENCED IN SUBJECT DOCUMENT IS ILLEGIBLE)
17. UTILITY EASEMENT IN FAVOR OF THE TOWNSHIP OF HAMBURG AND THE COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT RECORDED IN INSTRUMENT NO. 2009R-003156. (AS SHOWN)
18. TERMS AND CONDITIONS CONTAINED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION AS DISCLOSED BY INSTRUMENT RECORDED IN INSTRUMENT NO. 2013R-008991. (UNKNOWN IF EASEMENT AFFECTS SUBJECT PROPERTY; EASEMENT APPEARS TO BE LOCATED IN THE RAILROAD SOUTH OF THE PROPERTY)
19. AFFIDAVIT OF JOSEPH E. JONES RECORDED IN INSTRUMENT NO. 2013R-008992. (UNKNOWN IF EASEMENT AFFECTS SUBJECT PROPERTY; EASEMENT APPEARS TO BE LOCATED IN THE RAILROAD SOUTH OF THE PROPERTY)
20. PARTIAL QUITCLAIM RELEASE RECORDED IN INSTRUMENT NO. 2015R-028186. (UNKNOWN IF EASEMENT AFFECTS SUBJECT PROPERTY; EASEMENT APPEARS TO BE LOCATED IN THE RAILROAD SOUTH OF THE PROPERTY)

ZONING REGULATIONS

- WFR - WATERFRONT RESIDENTIAL DISTRICT
- MINIMUM LOT SIZE - 43,560 SQUARE FEET
 - MINIMUM LOT WIDTH - 150 FEET
 - MAXIMUM LOT COVERAGE - 35/40%
 - REQUIRED MINIMUM SETBACK LINES - FRONT - 25 FEET, SIDE - 10 FEET, REAR - 30 FEET
 - MAXIMUM HEIGHT - 35 FEET/2.5 STORIES

SURVEYOR'S CERTIFICATION

TO EROP LLC, AN ILLINOIS LIMITED LIABILITY COMPANY; STONFIELD ENGINEERING AND DESIGN; AND FIRST AMERICAN TITLE INSURANCE COMPANY:
THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B, 7C, 8, 9, 10, 11A, 13, 14, 16 AND 17 OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 10/30/25.
DATE OF PLAT OR MAP: 11/19/25

ANTHONY T. SYCKO, JR., P.S.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47976
22556 GRATIOT AVE., EASTPOINTE, MI 48021
Tsycko@kemtec-survey.com

ALTA / NSPS LAND TITLE SURVEY
PREPARED FOR: STONFIELD ENGINEERING AND DESIGN
9731 CHILSON COMMONS CIRCLE, HAMBURG TWP., MICHIGAN,
PART OF SECTION 22,
TOWN 1 NORTH, RANGE 5 EAST

NO.	DESCRIPTION	DATE	BY
1	RECEIVED TITLE WORK	11/19/25	JO
2	ADD UTILITY EASEMENT	01/08/26	PKJ/JV
1	REVISION	12/23/25	ATS
25-02256	SCALE	1" = 20'	

811 Know what's below. 811 before you dig.

STIPULATION FOR REUSE
THE DRAWINGS ARE PREPARED FOR
USE ON A SPECIFIC SITE AT
CONTEMPORANEOUSLY WITH ITS ISSUE
DATE AND ARE NOT TO BE REUSED
OR REPRODUCED FOR ANY OTHER
PROJECT, SITE OR A LATER DATE
WITHOUT THE WRITTEN CONSENT OF
HARRISON FRENCH & ASSOCIATES,
LICENSED ARCHITECTS AND ENGINEERS.
REUSE OF ANY OTHER PROJECT IS NOT
PERMITTED AND MAY BE CONTRARY TO
THE LAW.

WHITEWATER EXPRESS

JOB NUMBER: 06-235-70000

ISSUE BLOCK

PERMIT	xx/xx/xx

CHECKED BY:

MND

DRAWN BY:

MND

DOCUMENT DATE:

3.11.25

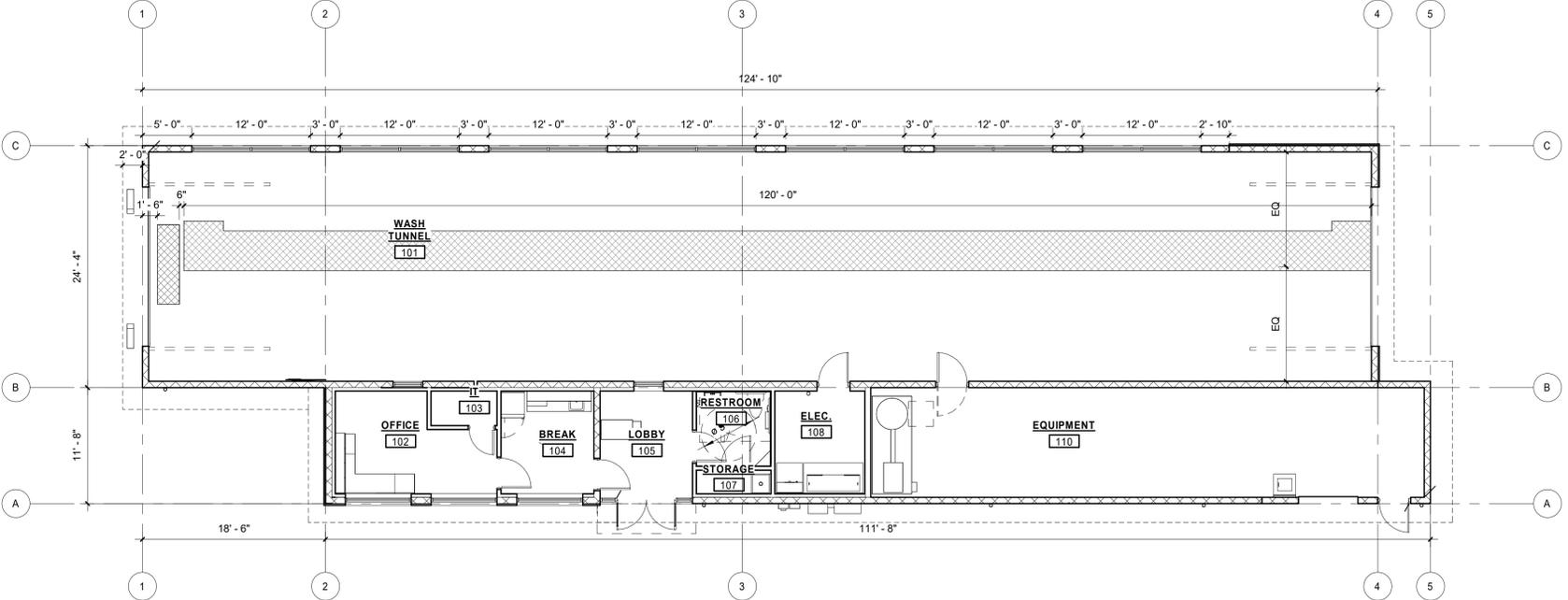
NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION

JAMI MARIE COOK, ARCHITECT

FLOOR PLAN

SHEET:

A000



1 OVERALL FLOOR PLAN

1/8" = 1'-0"

STIPULATION FOR REUSE
THE DRAWINGS ARE PREPARED FOR
USE ON A SPECIFIC SITE AT
CONTEMPORANEOUSLY WITH ITS ISSUE
DATE AND ARE NOT TO BE REUSED
OR REPRODUCED FOR ANY OTHER
PROJECT, SITE OR AT A LATER TIME
WITHOUT THE WRITTEN CONSENT OF
HFA-AE, L.T.D. OR ANY OTHER
LICENSED ARCHITECTS AND ENGINEERS.
REUSE OF ANY OTHER PROJECT IS NOT
PERMITTED AND MAY BE CONTRARY TO
THE LAW.

WHITewater EXPRESS

JOB NUMBER: 06-235-70000

ISSUE BLOCK

PERMIT	xx/xx/xx

CHECKED BY: JMC

DRAWN BY: MND

DOCUMENT DATE: 5.13.25

NOT FOR REGULATORY APPROVAL,
PERMITTING, OR CONSTRUCTION

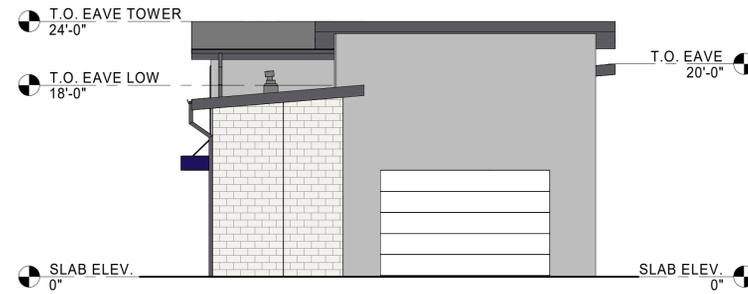
JAMI MARIE COOK, ARCHITECT

EXTERIOR
COLOR
ELEVATIONS

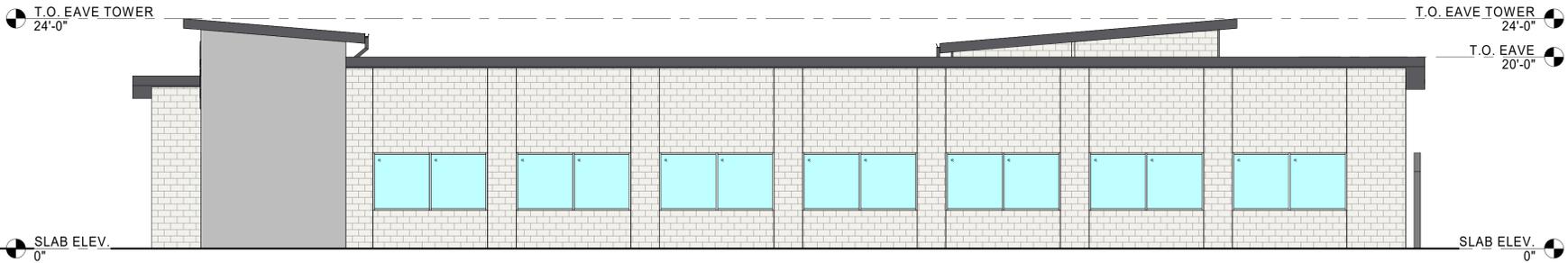
SHEET:
A201



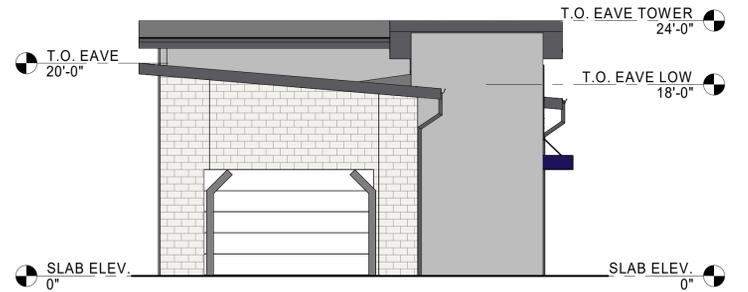
4 EXTERIOR ELEVATION
1/8" = 1'-0"



3 EXIT ELEVATION
1/8" = 1'-0"



2 EXTERIOR ELEVATION
1/8" = 1'-0"



1 ENTRANCE ELEVATION
1/8" = 1'-0"





WHITEWATER
EXPRESS
CAR WASH

Car Wash



Car Wash





10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

TO: Hamburg Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: February 18, 2026

AGENDA ITEM TOPIC: East MI Panthers – 2026 Seasonal Use of Soccer Fields – To be scheduled

Number of Supporting Documents: **1 – Park Use Packet**

Requested Action

Approve the Park Use Application for East MI Panthers, as outlined in application dated 1/19/26, for 2026 soccer season activities, with fields to be scheduled through the Parks Department, subject to Blackout Dates and construction schedule, contingent on the following:

- **The Clerk Department is provided all requested documents to their satisfaction**
- **That applicant be charged the rate for field use as outlined in the Administrative Fee Schedule**

Background

This applicant has been playing on our fields for years, and works well with the other groups who actively use the fields. The dates of their games/practices have already been entered into the calendar, primarily on fields H2 & H6.

They have been made aware of the construction, the closure of field H8, as well as all Blackout Dates which prohibit them from using fields. We will need to have all fields striped and ready for games by the first few days in April.

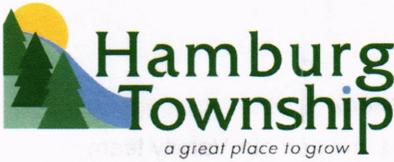
Park fee revenues in 2025 for this user were approximately \$2,835.00, at a \$35.00 rate per field, for a 2-hour timeframe.

Motion at Parks meeting 1/27/26:

Motion by Dolan, supported by Miller, to approve application as presented.

VOICE VOTE: Ayes: 5

MOTION CARRIED



Item 9.

P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157
(810) 231-1000 Office X-218
(810) 231-4295 Fax

Hamburg Township Manly Bennett Park

Park Use Application

And Release of Liability & Indemnification Agreement

(Application must be submitted 60 days before requested use)

Applicant Information:

Event Sponsor (or name if family or individual use): East Michigan Panthers

Name of Event: soccer practices and games

Type of Event: soccer practices and games Park Use Category #: Select One

Applicant Name: Kathleen Marshall

Date(s) of Event: various from 4-1-2026 through 5-19-2026 Time(s) of Event: typically 4-8 pm

Applicant Address: 5574 Richardson Rd. Suite or Apt #: _____

Applicant City: Howell State: MI Zip: 48843

Contact Person (present during use): Kathleen Marshall

Contact's Affiliation with Applicant: Administrator

Contact's Phone: 586-224-0114 Contact's E-Mail: kathiemarshall777@gmail.com

Event Co-applicant, if any: Clare Kosmalski

All Co-applicants must also sign all applications and waivers.

Co-applicant relationship to Applicant: Athletic Director

Co-applicant's phone: 734-604-1545

Insurance Information:

Insurance Carrier: k&k insurance

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: 9YAPG0001334486101 Expiration Date: 5-31-2026

Limit of General Liability: 1,000,000 Occurrence 1 Aggregate

Umbrella Coverage Limit (if any): _____ Occurrence _____ Aggregate

Event Description: *(any information that doesn't pertain to your event please indicate not applicable)*

Please describe the event you propose to host: soccer practices for our Junior High team and our Varsity team
soccer games

Total Number of participants/spectators/guests anticipated during event: practices: ~30-32 games: ~75-80

Average of participants/spectators/guests anticipated at any given time: 40

Site of Proposed Event; include all areas of the parklands that will be used: Bennett Park West (soccer fields)

Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect

Will there be camping and trailer facilities? If so, are overnight stays anticipated: n/a

Number of Volunteers: 3-4 Are Volunteers trained?: yes
Please attach copy of Volunteer Handbook if applicable

Will tents be used?: no If so, please indicate locations: n/a

Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.

Will admission be charged? If so, how much: no

Parking fee charged? If so, how much: no Valet service available? no

Will Food/Beverages be served? If so, types of food and name of persons serving: concessions only at
spirit night. Just snacks and drinks.

For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.

Will there be Fireworks or any other pyrotechnic display? If so, describe: no

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be any animals present? If so, describe: no

Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.

Will there be Amusement rides or games? If so, describe: no

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be a need for vehicles to be used on Township grounds? If so, describe: no

Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event.

Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so, describe: no

Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.

Specific services required from the Township, if any: mowing done weekly and line striping kept fresh throughout the season for games - fields H2 and H6

Other information regarding your event that you feel may be helpful: none

Organized Sports and/or Sporting Events:

Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other

If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any:

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations.

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims: The applicant hereby releases Hamburg Township, Its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

Initials: km

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

Initials: km

Applicant's Signature: _____ Date: 1-19-26

Co- applicant's Signature: _____ Date: 1-19-26

Parks Coordinator:  _____ Date: 1-21-26

For office use only

Comments: _____

Meeting Approval Dates: _____ Parks & Recreation _____ Public Safety _____ Township Board

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to indemnify, defend, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Item 9.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

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Personal Property Damage Claims: The applicant hereby releases Hamburg Township, its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

Initials: km

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

Initials: km

Applicant's Signature: Kathy Marshall Date: 1-19-26
Co-applicant's Signature: Clare Kosmicki Date: 1-19-26
Parks Coordinator: [Signature] Date: 1-21-26

For office use only

Comments: _____

Meeting Approval Dates: _____ Parks & Recreation _____ Public Safety _____ Township Board _____

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____

Deby Henneman

From: Kathie Marshall <kathiemarshall777@gmail.com>
Sent: Saturday, January 17, 2026 10:19 AM
To: Deby Henneman
Cc: Clare Kosmalski; Kristen Cella
Subject: Dates for Spring

Hi Deby,

Below are the dates that East Michigan Panthers needs for this spring. I will look for that form you always need to remind me about and get that done asap!

Hope you're doing well,
 Kathie

April 9 6-8 pm H2 ✓

April 10 4:30-6:30 H2 ✓
 5:30-7:30 H6 ✓

April 13 5-7 pm H6 ✓
 6-8 pm H2 ✓

April 14 6-8 pm H2 ✓

April 21 6-8 pm H2 ✓

April 24 4-6 pm H2 ✓
 5-7 pm H6 ✓

April 27 6-8 pm H2 ✓

April 28 6-8 pm H2 ✓

April 30 4:30-6:30 H2 ✓
 6-8 pm H6 (or any field for practice) ✓

May 5 6:30-8:30 pm H2 ✓

May 7 6:30-8:30 pm H2 ✓

May 12 6:30-8:30 pm H2 ✓

May 14 4-6 pm H2 ✓
 5-7 pm H6 ✓

May 18 4:30-8:30 H2 ✓

4:30-8:30 H6

Item 9.

May 19 4-6 pm H2
5-7 pm H6



CERTIFICATE OF LIABILITY INSURANCE

Item 9.

DATE (MM/DD/YYYY)
05/20/2025

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

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

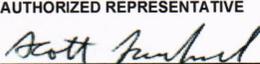
PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting		
	PHONE (A/C, No, Ext): 1-800-426-2889	FAX (A/C, No): 1-260-459-5105	
E-MAIL ADDRESS: info@sportsinsurance-kk.com			
PRODUCER CUSTOMER ID:			
INSURED East Michigan Panthers 5574 Richardson Rd. Howell, MI 48843 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** W02991065 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		9YAPG0001334486101	05/31/2025 12:01 AM EDT	05/31/2026 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			9YAPG0001334486101	05/31/2025 12:01 AM EDT	05/31/2026 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	<input type="checkbox"/> MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486101	05/31/2025 12:01 AM EDT	05/31/2026 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Legal Liability to Participants (LLP) limit is a per occurrence limit.
 Sport(s): Soccer Youth Age(s): 12 and under, 13-15, 16-19
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.
 See Attached Additional Remarks Schedule

CERTIFICATE HOLDER Hamburg Township Parks & Recreation 10405 Merrill Rd. Whitmore Lake, MI 48139 (Owner/Lessor of Premises)	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

POLICY NUMBER: 9YAPG0001334486101

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Hamburg Township Parks & Recreation 10405 Merrill Rd. Whitmore Lake, MI 48139
Named Insured: East Michigan Panthers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



February 23, 2026

Hamburg Township Board of Trustees
P.O. Box 157
Hamburg, Michigan 48139

Dear Members of the Board:

In February 2006 the Hamburg Township Board adopted a resolution recognizing the Hamburg Enhanced Recreation Organization (H.E.R.O.) as a Township volunteer organization and supporting their efforts as a community non-profit organization dedicated to creating opportunities to attract local and area-wide support for recreation and the community as a whole. This year H.E.R.O. will be hosting the 20th Annual Hamburg Family Fest which is scheduled from June 17th through June 20, 2026 at Bennett Park.

H.E.R.O. installed banner poles on Merrill Road in Spring 2006 (under permit from the Livingston County Road Commission) approximately 200 yards south of the railroad track. To announce the annual event and draw the attention of those that travel to and from the park facility during the baseball and soccer season, H.E.R.O. installs a banner across Merrill Road every year from May 1st through June 30th.

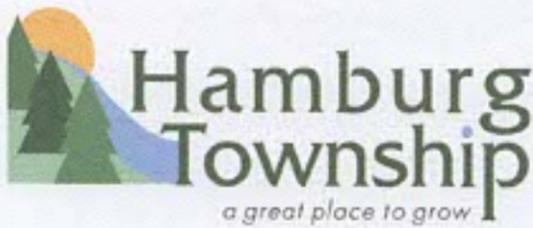
The County specifications for banners require a permit to be issued only to the governing body. H.E.R.O. respectfully requests the Hamburg Township Board to pass a resolution requesting a banner permit from the Livingston County Road Commission for the H.E.R.O. events scheduled at Manly Bennett Park during the Hamburg Family Fun Fest for 2026. Further, that the Township Board request the County Board of Commissioners to waive any and all fees that may be associated with the Livingston County Road Commission banner permit.

H.E.R.O. appreciates your support to make this event a huge success for the community.

Sincerely,

Joanna G. Hardesty
H.E.R.O. President
(810) 626-3035





OVER-THE-ROAD BANNER
APPLICATION FOR TOWNSHIP APPROVAL

APPLICANT: Hamburg Enhanced Recreation Organization

ADDRESS: P.O. Box 548
Hamburg, MI 48139

PHONE: (810) 626-3035 E-MAIL h.e.r.o.rec@aol.com

CONTACT PERSON: Joanna G. Hardesty

PHONE: DAYTIME (810) 626-3035 CELL PHONE: (810) 397-9058

DATE(S) OF EVENT: June 17 – June 20, 2026

DATES REQUESTED FOR BANNER DISPLAY: May 1, 2026 – June 30, 2026

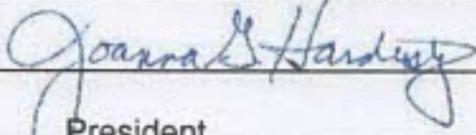
DESCRIPTION OF EVENT: Hamburg Family Fun Fest sponsored by H.E.R.O. running four (4) days at the Bennett Park facilities. The event includes family fun activities – fireworks, amusement rides, petting zoo, arts & crafts, classic car show, etc., etc.

RELEASE AND HOLD HARMLESS AGREEMENT

The Applicant hereby agrees to assume all loss, damages, risk and liability associated with the installation and display of an over-the-road banner. It is recognizes and acknowledges that this includes, but is not limited to, personal injury and property damage incurred for any reason whatsoever. Applicant further agrees to release, hold harmless and indemnify, the Township of Hamburg, their elected officials, officers, agents, and employees, from any and all liability or responsibility whatsoever for injury (including death) to persons and for any damage to any Township property, or the property of others, arising out of, or resulting from, the placement of the over-the-road banner. Applicant further hereby waives, releases and discharges Hamburg Township, their elected officials, officers, agents, and employees from any and all claims, demands, actions, causes of actions, damages and liabilities resulting from or arising directly or indirectly out of the placement of the over-the-road banner. Applicant further acknowledges and agrees it is solely responsible for installation and removal of the banner. If Applicant fails to remove the banner by the permit expiration date, Hamburg Township may contract for the removal of the banner and charge the cost back to the Applicant. Applicant recognizes that it is responsible to reimburse Hamburg Township for this cost and failure to do so will result in permanent ineligibility for future application and use.

Agreed to this 23rd day of February, 2026.

NAME (print) Hamburg Enhanced Recreation Organization (H.E.R.O.)

BY:  Joanna G. Hardesty

ITS: President

TWP BOARD ACTION: _____ DATE: _____

**RESOLUTION
HAMBURG FAMILY FUN FEST BANNER
PERMIT REQUEST
LIVINGSTON COUNTY ROAD COMMISSION**

At a regular meeting of the Board of Trustees of the Township of Hamburg, Livingston County, State of Michigan, held at the Hamburg Township Hall on March 3, 2026, beginning at 2:30 p.m., there were:

PRESENT:

ABSENT:

and the following preamble and resolution were moved for adoption by XXX supported by XXX

WHEREAS, in 2006, the non-profit, 501 (c)(3) organization - Hamburg Enhanced Recreation Organization (H.E.R.O.) was formed whose purpose is to support the continued development of recreational opportunities within Hamburg Township; and

WHEREAS, the Hamburg Township Board recognizes H.E.R.O. as a Township volunteer organization and supports their efforts to further enhance the recreational opportunities at the Manly Bennett Park facility; and

WHEREAS, H.E.R.O. is hosting the Hamburg Family Fun Fest scheduled for June 17, 2026, through June 20, 2026 at Bennett Park; and

WHEREAS, to announce this event and draw the attention of the crowds of people that travel to and from the park facility during the baseball and soccer season, H.E.R.O. wishes to place a banner across Merrill Road on the banner poles permanently installed in the Merrill Road right-of-way located approximately 250 feet south of the railroad track; and

WHEREAS, a permit from the Livingston County Road Commission (LCRC) is required to place the banner and the LCRC will only issue a banner permit to the local municipality.

NOW, THEREFORE BE IT RESOLVED, that the Hamburg Township Board of Trustees hereby requests a permit from the Livingston County Road Commission to place a banner across Merrill Road, from May 1, 2026 through June 30, 2026, announcing the Hamburg Family Fun Fest scheduled for June 17th through June 20th, 2026.

Upon a roll call vote of the Board, the following voted:

AYES:

NAYS:

ABSENT:

Resolution Declared Adopted.

Certification

I, Michael H. Dolan, being the duly elected Clerk of the Township of Hamburg, Livingston County, Michigan, hereby certify that 1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board, and the vote taken thereon, at the meeting described in the introductory paragraph, at which time a quorum was present and remained throughout; 2) the original of such resolution is on file in the Clerk's office; 3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and 4) minutes of such meeting were kept and have been or will be made available as required thereby.

Date:

Michael H. Dolan, Hamburg Township Clerk



February 23, 2026

Hamburg Township Board of Trustees
P.O. Box 157
Hamburg, Michigan 48139

Dear Members of the Board:

In February 2006 the Hamburg Township Board adopted a resolution recognizing the Hamburg Enhanced Recreation Organization (H.E.R.O.) as a Township volunteer organization and supporting their efforts as a community non-profit organization dedicated to creating opportunities to attract local and area-wide support for recreation and the community as a whole. This year H.E.R.O. will be hosting the 20th Annual Hamburg Family Fun Fest which is scheduled from June 17th through June 20th, 2026 at Bennett Park.

Given the number and types of events including fireworks shows, petting zoo, amusement rides, etc., at the Fun Fest it is anticipated that this event will draw participants to the area; more particularly to both East and West Bennett Park. With a speed limit of 55 mph on Merrill Road, it could potentially cause a safety issue to pedestrians crossing to reach the events taking place at East and West Bennett Park. We respectfully request that the Hamburg Township Board petition the Livingston County Road Commission to reduce the speed limit on Merrill Road between M-36 and Strawberry Lake Road (through Manly Bennett Park) from the current 55 mph to 35 mph during the Hamburg Family Fun Fest as has been done for the past 19 years.

H.E.R.O. appreciates your support to make this event a huge success for the community.

Sincerely,

Joanna G. Hardesty
H.E.R.O. President
(810) 626-3035



RESOLUTION

HAMBURG FAMILY FUN FEST SPEED LIMIT REDUCTION REQUEST LIVINGSTON COUNTY ROAD COMMISSION

At a regular meeting of the Board of Trustees of the Township of Hamburg, Livingston County, State of Michigan, held at the Hamburg Township Hall on March 3, 2026, beginning at 2:30 p.m., there were:

PRESENT:

ABSENT:

and the following preamble and resolution were moved for adoption by XXX, supported by XXX,

WHEREAS, Merrill Road, a Livingston County Road, running north and south between Michigan State Highway 36 (M-36) and Strawberry Lake Road bisects Hamburg Township Manly Bennett Park; and

WHEREAS, from June 17, 2026, through June 20, 2026, the Bennett Park facility will host the Hamburg Family Fun Fest. Given the number and types of events, including fireworks shows, concerts, a circus and petting zoo, and amusement rides, it is anticipated that this event will draw thousands of participants to the area; and

WHEREAS, the speed limit on Merrill Road is 55 mph; and

WHEREAS, the Hamburg Township police station is part of the municipal complex located within the park with an indirect access to Merrill Road.

NOW THEREFORE BE IT RESOLVED, that the Hamburg Township Board of Trustees, hereby petitions the Livingston County Road Commission (LCRC), as a matter of public health, safety and welfare, to reduce the speed limit on Merrill Road between M- 36 and Strawberry Lake Road (through the Manly Bennett Park) from the current 55 mph to 35 mph during the Hamburg Family Fun Fest - June 17th through June 20th, 2026.

Upon a roll call vote of the Board, the following voted:

AYES:

NAYS:

ABSENT:

Resolution Declared Adopted.

CERTIFICATION

I, Michael H. Dolan, being the duly elected Clerk of the Township of Hamburg, Livingston County, Michigan, hereby certify that 1) the foregoing is a true and complete copy of a resolution duly adopted by the Township Board, and the vote taken thereon, at the meeting described in the introductory paragraph, at which time a quorum was present and remained throughout; 2) the original of such resolution is on file in the Clerk's office; 3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and 4) minutes of such meeting were kept and have been or will be made available as required thereby.

Date:

Michael H. Dolan, Hamburg Township Clerk



10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

TO: Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: February 25, 2026

AGENDA ITEM TOPIC: Park Approval – Legacy Sports Complex/MI Alliance – Lifewater Invitational – May 1-3, 2026 – Manly Bennett Park West
Number of Supporting Documents: **1 Park Use Packet**

Requested Action

Approval of the Park Use application for the Lifewater Invitational Tournament, submitted 1/6/26, contingent on the following:

- That the use be limited to 4 playable fields per the updated park policy
- The Clerk Department be provided with all requested documents to their satisfaction
- That a Blackout be in effect for the balance of the fields in West Park during this event
- Applicant will pay for any additional sanitary services along with cleaning of Township units
- That the applicant be charged the Low Hazard-Non-Partner/Resident flat rate of \$750 per day

Background

With the changes in the park policy, this use will be limited to 4 playable fields, out of the 10 that are available in West Park. With the decreased number of participants/spectators, there will be no need to obtain a recommendation from Public Safety. However, they will be notified of the event via the Blackout list and through discussions with our Park liaison.

The Parks & Recreation Committee requested that the Park Rangers, who were present at the meeting, be prepared to make inspections throughout the weekend and report back any situations that occur. It was also suggested that the drone could be sent up, weather permitting, to obtain further data about the crowds, parking, and field play.

Parks & Recreation motion at 2/24/26 meeting:

Motion by Michniewicz, supported by Miller, to recommend approval of the Park Use application for the Legacy Center’s Lifewater Invitational Tournament, submitted 1/6/26, contingent that the use be limited to 4 playable fields, the Clerk Department be provided with all requested documents to their satisfaction, that all other soccer fields be blacked out from use during this event, that applicant pay for any additional sanitary services along with cleaning of Township units, and that the applicant be charged the current Low Hazard-Non-Partner/Resident flat rate of \$750 per day.

Motion Carried

Ayes - 3



Hamburg Township Manly Bennett Park

P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157
(810) 231-1000 Office X-218
(810) 231-4295 Fax

Item 12.

Park Use Application

And Release of Liability & Indemnification Agreement

(Application must be submitted 60 days before requested use)

Applicant Information:

Legacy Center Sports Complex

Event Sponsor (or name if family or individual use):

LifeWTR Invitational 2026

Name of Event:

Soccer Tournament

Type of Event: Park Use Category #: 4 - Event Use

Sammi Chapell

Applicant Name:

May 1-3, 2026

Date(s) of Event: Time(s) of Event: All day Will need hours \$ field assignments

9299 Goble Dr

Applicant Address: Suite or Apt #:

Brighton

MI

48116

Applicant City: State: Zip:

Sammi Chapell

Contact Person (present during use):

Administrator

Contact's Affiliation with Applicant:

(734) 649-5034

scorcoran@legacycentermichigan.com

Contact's Phone: Contact's E-Mail:

Event Co-applicant, if any:

All Co-applicants must also sign all applications and waivers.

Co-applicant relationship to Applicant:

Co-applicant's phone:

Insurance Information:

USI Insurance Services

Insurance Carrier:

Requested updated copy

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: Expiration Date:

\$1,000,000

\$1,000,000

Limit of General Liability: Occurrence Aggregate

\$5,000,000

\$5,000,000

Umbrella Coverage Limit (if any): Occurrence Aggregate

Event Description: *(any information that doesn't pertain to your event please indicate not applicable)*

Youth soccer tournament for U8-U19 teams

Please describe the event you propose to host: _____

Total Number of participants/spectators/guests anticipated during event: 750 for the full weekend

Average of participants/spectators/guests anticipated at any given time: 250

Site of Proposed Event; include all areas of the parklands that will be used: 5-7 soccer fields at West Bennett Park
max 4 fields allowed

Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect

Will there be camping and trailer facilities? If so, are overnight stays anticipated? No

Number of Volunteers: 20 Are Volunteers trained?: Yes

Please attach copy of Volunteer Handbook if applicable

Will tents be used?: Yes If so, please indicate locations: On grass along path

Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.

Will admission be charged? If so, how much: No

Parking fee charged? If so, how much: No Valet service available? No

Will Food/Beverages be served? If so, types of food and name of persons serving: Licensed vendors

selling hotdogs/hamburgs and smoothies - Required Tent Permit via FD

For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be any animals present? If so, describe: No

Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be a need for vehicles to be used on Township grounds? If so, describe: _____

Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event.

Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so, describe: **No** _____

Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.

Specific services required from the Township, if any: **None** _____

Other information regarding your event that you feel may be helpful: Legacy Center Sports Complex will be the main venue for the event. Hamburg Township fields at West Bennett will be used as overflow. Event registration closes 3/27/26. Please see attached page for additional notes. _____

Organized Sports and/or Sporting Events:

Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other

If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any: Please see attached page for additional notes. _____

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations.

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims: The applicant hereby releases Hamburg Township, Its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

SLC

Initials: _____

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

SLC

Initials: _____

Applicant's Signature: *Samuel J. Gove* Date: 1/6/25

Co- applicant's Signature: _____ Date: _____

Parks Coordinator: *[Signature]* Date: 2/19/26

For office use only

Comments: _____

Meeting Approval Dates: 2/24/26 Parks & Recreation N/A Public Safety _____ Township Board

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____

Supplemental Safety, Parking, & Operations Notes

Field Usage and Scheduling

Due to known safety and traffic considerations at West Bennett Park, especially related to road crossing between east and west sides of the park, the LifeWTR Invitational will operate intentionally to reduced and controlled field usage at Merrill Fields.

- 5-7 full-size fields requested
- No more than four fields will be in use at one time
- Game times will be staggered to minimize vehicle arrivals and departures occurring simultaneously

This approach will significantly reduce congestion compared to previous years when more fields were in use at one time.

Parking & Traffic Control Plan

The primary safety concern in past events involved spectators parking across the road and crossing between east and west sides of Manly W Bennett Park. To eliminate this issue:

- Parking will be permitted on the WEST SIDE ONLY
- Signs will be placed at the entrances of the east side that read, "NO PARKING for LifeWTR Invitational"
- Total parking usage will be limited to no more than 400 spaces at any given time
- Painted ADA accessible parking spaces, supplemented with signs, will be clearly designed and maintained
- Event communications to teams and spectators will clearly state west side parking only prior to arrival

Monitoring, Enforcement, & Transportation

The tournament will provide onsite staff and volunteers throughout the event to actively manage parking and pedestrian movement.

- Golf cart patrols will monitor parking compliance, pedestrian traffic flow, and any attempted east side parking
- We will provide 4 courtesy golf cart shuttles for additional ADA spectator needs
- Volunteers will be from the Brighton Men's Senior Center

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In prior years, when fewer fields were used at Manly W Bennett Park, parking concerns were minimal. As the tournament has grown, we recognize the increased impact and plan to adjust operations to limit peak activity, and provide a well-managed experience for participants, spectators, and the surrounding community. Thank you for considering our application. We appreciate the continued partnership between the Legacy Center and Hamburg Township.

2025 Life Water Soccer Tournament Public Safety Brief

After a thorough examination of the event hosted on May 3rd-4th, 2025, these are my findings:

Event Size:

We flew the drone on two separate occasions on Saturday May 3rd, we were unable to fly on Sunday due to rain.

It is estimated that there was a surplus of 2,275 people in attendance at 2pm from car counting the drone footage with an average of 3 people per vehicle (733 vehicles visible with an estimate of another 25 under tree canopy at 1400 hrs). The weather was good, cold but no rain.

Attendance was considerably lower on Sunday, likely due to the poor weather.

Personnel:

We had sufficient staff to control the car/pedestrian traffic, exiting of the lots, and parking on the grass lots on the east and west side of Merrill Road. Saturday, we had 7 Police Officers, 3 Park Rangers, and 4 Firemen working at varying times (0700-1300, 1300-1900, and 1500-1800), Sunday we had 7 Police Officers and 3 Park Rangers working various times, being dismissed as the need dwindled down. The event coordinators supplied 3 volunteers each day with access to a golf cart. They were paired with the Park Rangers to work the grass lots, working out well.

Public Safety Wages

POLICE

Ofc Stoehr	8 @ 46.68	373.44
Ofc Pedersen	21 @ 58.32	1,224.72
Ofc Hogan	6 @ 58.32	349.92
Ofc Harvey	6 @ 59.49	356.94
Sgt Bromley	6 @ 66.49	398.94
Sgt Locke	6 @ 69.87	419.22
Sgt Garbacik	12 @ 69.87	838.44
Sgt Paul	15.5 @ 69.87	1,082.99
Lt Duhaime	21 @ 73.25	<u>1,538.25</u>
		6,582.86

PARK RANGERS

Deadman	20 @ 19.23	384.60
Arnot	21 @ 19.72	414.12
Mossing	21 @ 20.21	<u>424.41</u>
		1,223.13

Total \$7,805.99

FIRE

4 personnel Saturday, unknown wages

Disabled Parking:

It was recommended for the event staff to mark the entire first row off for disabled parking. When I arrived Saturday morning, no additional disabled parking spots were created. I questioned the event coordinator as we had an in-person meeting addressing this topic on April 21st, 2025. He was not able to advise why it was not taken care of other than advising he had a family emergency proceeding the event. This should have been taken care of prior to the event when event staff put their own signage out.

After the initial meeting on the 21st, DPW was directed by the Parks & Recs Coordinator to move the 5 handicap signs they have to the west side concession stand. They failed to do so. After I located a key for the concession stand they advised they were not in there. They were eventually located and delivered and were effective for the second half of the day Saturday and all-day Sunday. For any future events, this must be taken care of PRIOR to the start of the event to prevent any unforeseen circumstances.

Event Staff Requirements:

It is still recommended that the event supply a minimum of 4 adult parking lot attendees for each day. The 3 volunteers they did supply brought their own safety vests as requested and were utilized in the grassy areas paired with a Park Ranger.

Signage:

The signage supplied by the event hosts were plentiful and appreciated. They followed the recommendation of moving the large Enter and Exit banners back slightly to allow proper sight distance for motorists exiting the property. One additional sign with "Lot Full" on both sides would be helpful.

If you have any questions, feel free to reach out.

Respectfully,
Sergeant Megan Paul
mpaul@hamburg.mi.us
810-222-1175 Direct Office Line







10405 Merrill Road
P.O. Box 157
Hamburg, MI 48139
(810) 231-1000
www.hamburg.mi.us

TO: Township Board of Trustees

FROM: Deby Henneman, Township Coordinator

DATE: February 25, 2026

AGENDA ITEM TOPIC: Park Approval – Legacy Sports Complex/MI Alliance – GatorAde Invitational – August 21-23, 2026 – Manly Bennett Park West
Number of Supporting Documents: **1 Park Use Packet**

Requested Action

Approval of the Park Use application for the GatorAde Invitational Tournament, submitted 1/6/26, contingent on the following:

- **That the use be limited to 4 playable fields per the updated park policy**
- **The Clerk Department be provided with all requested documents to their satisfaction**
- **That a Blackout be in effect for the balance of the fields in West Park during this event**
- **Applicant will pay for any additional sanitary services along with cleaning of Township units**
- **That the applicant be charged the Low Hazard-Non-Partner/Resident flat rate of \$750 per day**
- **That this allowed use be contingent on a positive public safety report from the Lifewater event being held on May 1-3, 2026**

Background

With the changes in the park policy, this use will be limited to 4 playable fields, out of the 10 that are available in West Park. With the decreased number of participants/spectators, there will be no need to obtain a recommendation from Public Safety. However, they will be notified of the event via the Blackout list and through discussions with our Park liaison.

The Parks & Recreation Committee requested that the Park Rangers, who were present at the meeting, be prepared to make inspections throughout the weekend and report back any situations that occur. It was also suggested that the drone could be sent up, weather permitting, to obtain further data about the crowds, parking, and field play.

Parks & Recreation motion at 2/24/26 meeting:

Motion by Michniewicz, supported by Miller, to recommend approval of the Park Use application for the Legacy Center’s GatorAde Invitational Tournament, submitted 1/6/26, contingent that the use be limited to 4 playable fields, the Clerk Department be provided with all requested documents to their satisfaction, that all other soccer fields be blacked out from use during this event, that applicant pay for any additional sanitary services along with cleaning of Township units, that the applicant be charged the current Low Hazard-Non-Partner/Resident flat rate of \$750 per day and that this allowed

use be contingent on a positive public safety report from the Lifewater event being held on May 1-3, 2026, with the understanding that a negative report from that event could cancel field use for this and future events.

Motion Carried

Ayes - 3



Hamburg Township Manly Bennett Park

P.O. Box 157
10405 Merrill Road
Hamburg, Michigan 48139-0157
(810) 231-1000 Office X-218
(810) 231-4295 Fax

Park Use Application

And Release of Liability & Indemnification Agreement

(Application must be submitted 60 days before requested use)

Applicant Information:

Legacy Center Sports Complex

Event Sponsor (or name if family or individual use): _____

Gatorade Invitational 2026

Name of Event: _____

Soccer Tournament

Type of Event: _____ Park Use Category #: 4 - Event Use

Sammi Chapell

Applicant Name: _____

August 21-23, 2026

Date(s) of Event: _____ Time(s) of Event: All day *Will need hours \$ field assignments*

9299 Goble Dr

Applicant Address: _____ Suite or Apt #: _____

Brighton

MI

48116

Applicant City: _____ State: _____ Zip: _____

Sammi Chapell

Contact Person (present during use): _____

Administrator

Contact's Affiliation with Applicant: _____

(734) 649-5034

scorcoran@legacycentermichigan.com

Contact's Phone: _____ Contact's E-Mail: _____

Event Co-applicant, if any: _____

All Co-applicants must also sign all applications and waivers.

Co-applicant relationship to Applicant: _____

Co-applicant's phone: _____

Insurance Information:

USI Insurance Services

Insurance Carrier: _____

Requested updated copy

Certificate of Insurance must be provided by all applicants as outlined in Appendix B in the Park Facility Use Policy.

Policy #: _____ Expiration Date: _____

\$1,000,000

\$1,000,000

Limit of General Liability: _____ Occurrence _____ Aggregate _____

\$5,000,000

\$5,000,000

Umbrella Coverage Limit (if any): _____ Occurrence _____ Aggregate _____

Event Description: *(any information that doesn't pertain to your event please indicate not applicable)*

Youth soccer tournamnet for U8-U19 teams

Please describe the event you propose to host: _____

Total Number of participants/spectators/guests anticipated during event: 750 for the full weekend

Average of participants/spectators/guests anticipated at any given time: 250

Site of Proposed Event; include all areas of the parklands that will be used: 5-7 soccer fields at West Bennett Park
max 4 fields allowed

Include site plan drawing reflecting all areas of the Township Park and recreational facilities the event will effect

Will there be camping and trailer facilities? If so, are overnight stays anticipated: No

Number of Volunteers: 20 Are Volunteers trained?: Yes
Please attach copy of Volunteer Handbook if applicable

Will tents be used?: Yes If so, please indicate locations: On grass along path

Under no circumstances are tent stakes to be driven into asphalt surfaces. Tent locations must be pre-approved.

Will admission be charged? If so, how much: No

Parking fee charged? If so, how much: No Valet service available? No

Will Food/Beverages be served? If so, types of food and name of persons serving: Licensed vendors selling hamburgers/hotdogs, popcorn, and smoothies
- Required tent permit via FD

For anything other than pre-packaged foods, Concession Application, Health Department License and Products Liability coverage is required.

Will there be Fireworks or any other pyrotechnic display? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Will there be any animals present? If so, describe: No

Pets are not allowed in Parkland during events. Service Dogs are allowed with proper certification.

Will there be Amusement rides or games? If so, describe: No

Insurance requirements to be established during the event review process as stated in Appendix B of the Park Facility Use Policy.

Golf carts only

Will there be a need for vehicles to be used on Township grounds? If so, describe: _____
We will provide 4 courtesy golf cart shuttles for additional ADA spectators.

Personal vehicles require proof of Auto Liability based on the description of use and areas needing to be accessed during event.

Will there be a need for Emergency Responders over and above what is included in the Public Safety Fee? If so,
No
describe: _____

Hamburg Township reserves the right to require private security and/or emergency responders be present during any event.

None
Specific services required from the Township, if any: _____

Legacy Center Sports Complex will be the
Other information regarding your event that you feel may be helpful: _____
main venue for the event. Hamburg Township fields at West Bennett will be used as overflow. Event registration
closes 7/17/26. Please see attached page for additional notes.

Organized Sports and/or Sporting Events:

Please indicate type of sports event: Regular Season (Games/Practices) Sports Tournament Other

If Tournament or other event, complete Event Description on Page 2 and provide additional details, if any:
Please see attached page for additional notes.

Release of Liability & Indemnification Agreement

The approval of this park use request is contingent upon receipt of all requested information, review process of the Hamburg Township Parks & Recreation Committee, and approval of the Hamburg Township Board. The applicant may be required to provide additional information as is deemed necessary by the Parks & Recreation Committee and/or Township Board, and may be required to meet with the Parks Administrator and/or Parks Coordinator to supply additional information or to answer questions. If the Park Use Application is received less than 60 days prior to the requested event date, the Parks & recreation Committee and Township Board may process the application, however, the application fee may be increased in an amount to be determined by the Parks & Recreation Committee and/or the Township Board.

The undersigned acknowledges that he/she/they are authorized to sign this application on behalf of the applicant and that he/she/they have received a copy of all documents relating to the use of the park and recreational facilities including the Hamburg Township Park Facility Use Policy Rules and Regulations.

In further consideration of entering into this agreement, to the fullest extent permitted by law, the Applicant agrees to defend, pay on behalf of, indemnify, and hold harmless Hamburg Township, its elected and appointed officials, employees and volunteers, and others working on behalf of Hamburg Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Hamburg Township, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

The Applicant covenants and agrees that it will have a representative on the premises at all times to monitor the set-up, use and tear-down of the use and all activities related to thereto and under no circumstances shall the use of the park be granted or sublet to any other group or organization without the express written permission of the Hamburg Township Board of Trustees.

Any Applicant or group or entity co-hosting an event must provide a Certificate of Insurance naming Hamburg Township as an additional insured and proof of that coverage must be provided prior to the issuance of the permit for the event. The Applicant and/or co-host of any event must comply with all rules, regulations and policies of the Township pertaining to the said use and will be ultimately responsible for any and all damages to any Hamburg Township property resulting from the use, and shall otherwise restore the Township property to its previous condition.

Personal Property Damage Claims: The applicant hereby releases Hamburg Township, Its elected and appointed officials, employees and volunteers, and others working behalf of Hamburg Township, from any and all liability or responsibility to the applicant or anyone claiming through or under the applicant by way of subrogation or otherwise, for any loss or damage to applicant's property resulting from any incident, except damages resulting from the gross negligence of the Township, as it relates to the activities and uses contemplated by the application. It is understood by the applicant that all private property kept, stored or maintained in and on the Hamburg Township Park and recreational facilities shall be so kept, stored or maintained at the risk of the Applicant.

SLC
Initials: _____

Public Health & Safety: The applicant hereby swears and attests that they have complied with all aspects and intent, of Background Checks and that they are in compliance with the Michigan Sports Concession Law, Acts 342 & 343, Public Acts of 2012, as referenced in the Park Facility Use Policy and outlined in Appendix A. The applicant understands that falsification of the above statement and/or failure to comply with these requirements may result in the suspension and/or revocation of the use of the Hamburg Township parkland facilities.

SLC
Initials: _____

Applicant's Signature: [Signature] Date: 1/6/26

Co- applicant's Signature: _____ Date: _____

Parks Coordinator: [Signature] Date: 2/19/26

For office use only

Comments: _____

Meeting Approval Dates: 2/24/26 Parks & Recreation N/A Public Safety _____ Township Board

Application has been (Circle one) Approved Denied

Hamburg Township Representative: _____

Supplemental Safety, Parking, & Operations Notes

Field Usage and Scheduling

Due to known safety and traffic considerations at West Bennett Park, especially related to road crossing between east and west sides of the park, the Gatorade Invitational will operate intentionally to reduced and controlled field usage at Merrill Fields.

- 5-7 full-size fields requested
- No more than four fields will be in use at one time
- Game times will be staggered to minimize vehicle arrivals and departures occurring simultaneously

This approach will significantly reduce congestion compared to previous years when more fields were in use at one time.

Parking & Traffic Control Plan

The primary safety concern in past events involved spectators parking across the road and crossing between east and west sides of Manly W Bennett Park. To eliminate this issue:

- Parking will be permitted on the WEST SIDE ONLY
- Signs will be place at the entrances of the east side that read, "NO PARKING for Gatorade Invitational"
- Total parking usage will be limited to no more than 400 spaces at any given time
- Painted ADA accessible parking spaces, supplemented with signs, will be clearly designed and maintained
- Event communications to teams and spectators will clearly state west side parking only prior to arrival

Monitoring, Enforcement, & Transportation

The tournament will provide onsite staff and volunteers throughout the event to actively manage parking and pedestrian movement.

- Golf cart patrols will monitor parking compliance, pedestrian traffic flow, and any attempted east side parking
- We will provide 4 courtesy golf cart shuttles for additional ADA spectator needs
- Volunteers will be from the Brighton Men's Senior Center

The direct and continuous presence allows issues to be addressed immediately without township police involvement.

Field Preparation

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