

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 1**

1. CALL TO ORDER

The regular meeting of the Charter Township of Superior Board of Trustees was called to order by Supervisor Emily Dabish Yahkind at 7:00 p.m. on May 19, 2025, at the Superior Charter Township Hall, 3040 N Prospect Rd, Superior Charter Township, Michigan.

2. PLEDGE OF ALLEGIANCE

Supervisor Dabish Yahkind led the assembly in the Pledge of Allegiance.

3. ROLL CALL

The board members present included Supervisor Emily Dabish Yahkind, Clerk Angela Robinson, Treasurer Lisa Lewis, Trustee Sarah Devereaux, Trustee Dana Greene Jr., and Trustee Brenda McKinney.

Trustee Schwartz was absent from the meeting until returning at 7:26pm.

4. ADOPTION OF AGENDA

The motion was made by Treasurer Lewis and supported by Trustee Greene to add to New Business agenda item *F*, entitled *Motion to Authorize the Supervisor to Hire One Permanent Utility Worker After She Has Consulted with the Appropriate Persons That She Believes, in Her Own Discretion, Gives Her the Best Candidate, and then Report Back to the Board of Trustees.*

Absent: Trustee Schwartz
The motion carried unanimously.

The motion was made by Trustee McKinney and supported by Trustee Devereaux to add to New Business agenda item *G*, entitled *Motion to Put A Proposal Together, Led by the Supervisor, to Identify a Resource to Conduct the Job Analysis of All Roles with Financial Oversight Across Superior Township.*

Absent: Trustee Schwartz
The motion carried unanimously.

The motion was made by Supervisor Dabish Yahkind and supported by Treasurer Lewis to add to New Business agenda item *H*, entitled *Resolution 2025-34, Resolution to Approve Payment for Emergency Fire Vehicle Repairs to Cummins Sales and Service.*

Absent: Trustee Schwartz
The motion carried unanimously.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 2**

The motion was made by Treasurer Lewis and supported by Trustee Devereaux to adopt the amended agenda.

**Absent: Trustee Schwartz
The motion carried unanimously.**

Documents submitted at the table will appear at the end of these minutes

5. CITIZEN PARTICIPATION

- **Brenda Baker**, Ashton Ct., highlighted the Committee to Promote Superior Township's recent activities including participation in the Superior Township Roadside Cleanup Day. The committee is preparing for Superior Day on Saturday, June 14, 2025, and will have an info booth at the Dixboro Farmers Market Friday, May 23, 2025. The committee encourages public participation in monthly Zoom meetings (every third Wednesday) and invites volunteers to help staff the info booth through October.

6. SUPERVISOR COMMENTS

- Supervisor Dabish Yahkind reported that the first of up to three public meetings regarding the future of the Greenland property was held on Tuesday, May 20, 2025, at 6:30 PM in collaboration with the Parks Commission. Recent traffic studies on Plymouth Road indicate positive calming effects. In addition, Hyundai has committed a \$40,000 donation toward the restoration of the historic Dixboro Schoolhouse. Safety improvements are being pursued for Prospect Road following a past fatality, including ongoing discussions with the Autumn Woods Homeowners Association. The Department of Natural Resources recently held a hearing concerning the Huntington ordinance. The Roads and Blight Committee convened for its inaugural meeting and is currently seeking additional members. Additionally, a productive work session was conducted to address the personnel manual, the hiring freeze, and ongoing job analysis initiatives.

7. CONSENT AGENDA

A. APPROVAL OF MINUTES

The motion was made by Treasurer Lewis and supported by Trustee Devereaux to approve the April 21, 2025, Board of Trustees meeting minutes.

4. APRIL 21, 2025

**Absent: Trustee Schwartz
The motion carried unanimously.**

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 3**

B. REPORTS

The motion was made by Treasurer Lewis and supported by Trustee Greene to remove for discussion item 2 entitled *Clerk Update* and approve all other reports.

- ~~1.~~ SUPERVISOR REPORT
- ~~2.~~ CLERK UPDATE
- ~~3.~~ BUILDING DEPARTMENT
4. FIRE DEPARTMENT
- ~~5.~~ PARKS AND RECREATION COMMISSION MINUTES
- ~~6.~~ PLANNING AND ZONING DEPARTMENT
- ~~7.~~ OHM UPDATE
- ~~8.~~ MONTHLY FINANCIAL REPORTS, MARCH 2025

Absent: Trustee Schwartz
The motion carried unanimously.

C. COMMUNICATIONS

The motion was made by Trustee Devereaux and supported by Trustee McKinney to approve all communications.

- ~~1.~~ COMMITTEE TO PROMOTE SUPERIOR TOWNSHIP (C2PST)
- ~~2.~~ IRMA GOLDEN EMAIL REGARDING HIRING PRACTICES
- ~~3.~~ IRMA GOLDEN EMAIL REGARDING MORRIS CONCRETE SOLUTIONS
4. IRMA GOLDEN EMAIL REGARDING SIDEWALKS

Absent: Trustee Schwartz
The motion carried unanimously.

D. OLD BUSINESS

The motion was made by Treasurer Lewis and supported by Trustee Devereaux to remove for discussion all items under Old Business.

- ~~1. Revisiting the following ordinances due to publishing error:~~
 - ~~a. Ordinance No. 169 Article III YCUA Sewer Service, Second Reading~~
 - ~~b. No. 196 Rental Housing Certification, First Reading~~
 - ~~c. Ordinance No. 197 Urban Service District, First Reading~~

The motion carried unanimously.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 4**

**8. ITEMS REMOVED FROM THE CONSENT AGENDA
A. CLERK UPDATE**

The Woodhill Group, led by CEO Colleen Coogan, recently visited to review the township's finances. Staff in the Treasurer's and Utilities departments were praised for their work, though some duplication of tasks was identified. The current accounting software (BS&A) is underutilized, and expanding its use could improve efficiency. The group proposed consulting services at \$100–\$250 per hour, while a comparison quote from Plante Moran ranged from \$175–\$400 per hour. Concerns were raised about possible duplication of services already covered by auditors. Board members expressed interest in a formal presentation from The Woodhill Group, including a clearer cost breakdown, identified gaps, and whether ongoing services are necessary. A second quote from another firm was also requested for comparison before any decisions are made.

B. REVISITING THE FOLLOWING ORDINANCES DUE TO PUBLISHING ERROR:

- 1. Ordinance No. 169 Article III – YCUA Sewer Service, Second Reading**
- 2. No. 196 - Rental Housing Certification, First Reading**
- 3. Ordinance No. 197 – Urban Service District, First Reading**

The motion was made by Trustee McKinney and supported by Treasurer Lewis to approve the ordinances.

Trustee Schwartz returned to the meeting during the following discussion at 7:26pm.

It was explained that the ordinances were submitted on time after the last meeting, but they were sent to the newspaper using the wrong email address and were not published. Therefore, the public notices were not posted within the time frame required by state law, and the ordinances had to be brought back before the board. It was further explained that the news outlet has multiple email addresses for public notices, and the one used had worked in the past but failed this time. A new, reliable email address has now been provided for future submissions. Only three ordinances were affected. Despite the delay, there are no legal implications, but related projects are delayed by one month.

The motion carried unanimously.

**9. NEW BUSINESS
A. ORDINANCE NO. 195 – PROPERTY MAINTENANCE CODE, FIRST READING**

The motion was made by Trustee McKinney and supported by Trustee Schwartz to approve the first reading of the ordinance.

**ORDINANCE NO. 195:
PROPERTY MAINTENANCE CODE**

FIRST READING

The Township Board of the Charter Township of Superior held the first reading of an Ordinance 195 for the Charter Township of Superior, entitled the “The 2021 International Property Maintenance Code”. The first reading of Ordinance 195 was made at the regular meeting of the Charter Township of Superior Board of Trustees held on May 19, 2025, at the Superior Charter Township Hall located at 3040 N. Prospect Road, Ypsilanti, MI 48198.

Ordinance No. 195 entitled “The 2021 International Property Maintenance Code” Ordinance 195, enacted by the Charter Township of Superior, Washtenaw County, Michigan, adopts the 2021 International Property Maintenance Code (IPMC), replacing the previously adopted 2015 edition (Ordinance No. 191). The ordinance governs the maintenance and safety standards of properties, buildings, and structures to ensure they are fit for occupancy. It includes localized amendments covering areas such as agency designation, right of entry, enforcement procedures, fees, and heating requirements, and adopts Appendix A of the IPMC for boarding standards.

Roll Call

**Aye: Trustee Schwartz, Clerk Robinson, Trustee McKinney, Treasurer Lewis, Trustee Greene, Trustee Devereaux, Supervisor Dabish Yahkind
Nay: None**

The motion carried unanimously.

B. RESOLUTION 2025-30, RESOLUTION TO APPROVE PROFESSIONAL SERVICE AGREEMENT WITH JCM MEDIA GROUP FOR WEBSITE SUPPORT AND PROJECT SERVICES

The motion was made by Clerk Robinson and supported by Treasurer Lewis to table the resolution until the June 16, 2025, Regular Meeting.

**~~CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN~~**

**~~RESOLUTION TO APPROVE PROFESSIONAL SERVICE AGREEMENT
WITH JCM MEDIA GROUP
FOR WEBSITE SUPPORT AND PROJECT SERVICES~~**

~~RESOLUTION NUMBER: 2025-30~~

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 6**

DATE: MAY 19, 2025

~~WHEREAS, Superior Township recognizes the importance of maintaining and improving its public-facing digital platforms to ensure accessibility, functionality, and effective communication with its residents; and~~

~~WHEREAS, JCM Media Group has submitted a proposal to provide professional website services and technical support, including WordPress training, updates, ADA compliance improvements, and general maintenance support; and~~

~~WHEREAS, the engagement will commence on **June 1, 2025**, and conclude on **September 1, 2025**, with an option to renew ongoing support at a discounted rate thereafter; and~~

~~WHEREAS, the total value of services proposed is **\$8,225.00**, and JCM Media Group has extended two 10% discounts totaling **\$1,646.00**—one for a three-month commitment and one in recognition of Superior Township's non-profit status—bringing the **final estimated cost to \$6,579.00**; and~~

~~WHEREAS, the scope of work and schedule of rates include:~~

Service	Hours	Cost
WordPress Training (2 dedicated hours)	2	\$350.00
WordPress, Plugin, and Hosting Updates	2	\$350.00
ADA Compliance Updates & WCAG Testing	20	\$3,500.00
Updates Punch List & Staff Collaboration	8	\$1,400.00
General As-Needed Support (5 hrs/month)	15	\$2,625.00

~~**NOW, THEREFORE, BE IT RESOLVED**, that the Superior Township Board hereby approves the engagement of **JCM Media Group** under the direction of the Clerks Office, for the term beginning **June 1, 2025**, and ending **September 1, 2025**, with the option to renew, and authorizes the necessary expenditure of **\$6,579.00** for the described services.~~

~~The motion carried unanimously.~~

C. RESOLUTION 2025-31, RESOLUTION TO ACCEPT TAZ NETWORKS, INC. PROPOSAL FOR MANAGED SERVICES

The motion was made by Treasurer Lewis and supported by Trustee McKinney to approve the resolution.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 7**

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO ACCEPT TAZ NETWORKS, INC.
PROPOSAL FOR MANAGED SERVICES**

RESOLUTION NUMBER: 2025-31

DATE: MAY 19, 2025

WHEREAS, the Charter Township of Superior requires reliable, secure, and comprehensive information technology (IT) services to ensure continuity of governmental operations and to safeguard Township data and infrastructure; and

WHEREAS, TAZ Networks has presented a Managed IT Care Agreement and Statement of Work that outlines a full suite of professional IT services, available at <https://www.taznetworks.com/sow>, and

WHEREAS, the agreement includes critical services such as unlimited support, 24x7x365 monitoring, cybersecurity threat detection and response, infrastructure management, and strategic technology planning, and

WHEREAS, the monthly cost for these services is \$5,000.00, with a one-year term that automatically renews annually unless terminated by either party with thirty (30) days' written notice; and

WHEREAS, the Superior Township Board has reviewed the terms, scope of services, service level agreement, and costs and finds them to be in the Township's best interest;


NOW, THEREFORE, BE IT RESOLVED that the Superior Township Board hereby approves entering into the Managed IT Services Agreement with TAZ Networks, effective upon adoption, in accordance with the terms and pricing outlined in the Statement of Work.

BE IT FURTHER RESOLVED, the Township Supervisor and/or Clerk are authorized to sign the agreement and take any necessary administrative actions to implement the contract on behalf of the Township.

CERTIFICATION STATEMENT

I, Angela Robinson, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Charter Township of Superior Board held on May 19, 2025, and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 8**



Angela Robinson, Township Clerk

5/19/2025
Date Certified

Roll Call

Aye: Trustee Schwartz, Clerk Robinson, Trustee McKinney, Treasurer Lewis, Trustee Greene, Trustee Devereaux, Supervisor Dabish Yahkind

Nay: None

The motion carried unanimously.

D. RESOLUTION 2025-32, RESOLUTION TO APPROVE UPDATED PLANNING FEES FOR DEVELOPMENT IN THE COMMUNITY

The motion was made by Trustee Greene and supported by Treasurer Lewis to approve the resolution.

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE
UPDATED PLANNING AND ZONING FEE SCHEDULE**

RESOLUTION NUMBER: 2025-32

DATE: MAY 19, 2025

WHEREAS, the Charter Township of Superior seeks to ensure that fees associated with planning and zoning activities adequately cover the administrative and professional costs incurred by the Township; and

WHEREAS, the Township's Planning Department, in collaboration with the Township Planner and Engineer, has reviewed and recommended updates to the Planning & Zoning Fee Schedule to reflect current operational and consultant costs; and

WHEREAS, the Township deems it in the public interest to revise and adopt a new fee schedule for transparency, fiscal responsibility, and improved service delivery.

NOW, THEREFORE, BE IT RESOLVED that the Superior Township Board hereby adopts the following **Planning & Zoning Fee Schedule, Drafted April 2025**, effective immediately upon adoption:

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 9**

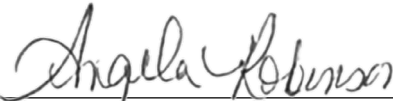
Task	Fee
Pre-Application Meeting	\$325 (without Township Engineer), \$600 (with Township Engineer)
Site Plan Review – Preliminary	\$1,200 application + \$50/acre, \$7,000 escrow
Site Plan Review – Final	\$1,200 application + \$50/acre, \$7,000 escrow
Site Plan Review – Combined	\$2,000 application + \$50/acre, \$12,000 escrow
Site Plan – Revised	\$500 application, \$3,500 escrow
Major/Minor Change by the Planning Commission	\$300 application, \$3,500 escrow
Minor Site Plan Review	\$500 application, \$3,500 escrow
Site Plan Extension	\$300 application, \$1,000 escrow
Conditional Land Use Review	\$625 application + \$50/acre, \$3,500 escrow
Special District Development Review – Preliminary Site Plan	\$1,500 application + \$50/acre, \$10,000 escrow
Special District Development Review – Final Site Plan	\$1,500 application + \$50/acre, \$10,000 escrow
Rezoning – One-lot Single Family Residential	\$500 application, \$2,500 escrow
Rezoning – Two or more lots and Non-Single Family Residential	\$1,100 application + \$50/acre, \$5,000 escrow
Zoning Review (Lot Split, Lot Combination, Land Division)	\$500 application, \$1,000 escrow
Zoning Board of Appeals – Single Family Residential	\$200 application, \$1,000 escrow
Zoning Board of Appeals – Non-Single Family Residential	\$750 application, \$1,000 escrow
Certificate of Zoning Compliance – Single Family Residential	\$100
Certificate of Zoning Compliance – Non-Single Family Residential	\$250
Zoning Verification Letter – Single Family Residential	\$100
Zoning Verification Letter – Non-Single Family Residential	\$250

BE IT FURTHER RESOLVED, the Township Supervisor, Clerk, and Planning Department staff are authorized to take any necessary administrative actions to implement and publish the revised fee schedule.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 10**

CERTIFICATION STATEMENT

I, Angela Robinson, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Charter Township of Superior Board held on May 19, 2025, and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.



Angela Robinson, Township Clerk

5/19/2025
Date Certified

Roll Call

**Aye: Trustee Schwartz, Clerk Robinson, Trustee McKinney, Treasurer Lewis,
Trustee Greene, Trustee Devereaux, Supervisor Dabish Yahkind
Nay: None**

The motion carried unanimously.

**E. RESOLUTION 2025-33, RESOLUTION TO APPOINT AALEA SKRYCKI AS
ACCOUNTANT/BILLING SPECIALIST FOR THE SUPERIOR TOWNSHIP
UTILITY DEPARTMENT**

The motion was made by Trustee Schwartz and supported by Trustee McKinney to approve the resolution.

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO APPOINT AALEA SKRYCKI AS ACCOUNTANT/BILLING
SPECIALIST FOR THE SUPERIOR TOWNSHIP UTILITY DEPARTMENT**

RESOLUTION NUMBER: 2025-33

DATE: MAY 19, 2025

WHEREAS, the Superior Township Utility Department (STUD) expands the Accountant/Billing Specialist position to perform daily, monthly, quarterly and annual accounting duties and tasks; and,

WHEREAS, the Superior Township Utility Department (STUD) names an Accountant/Billing Specialist to perform accounting duties; and,

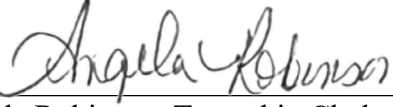
**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 11**

WHEREAS, Aalea Skrycki be selected to perform the expanded duties of Accountant/Billing Specialist for the Utility Department as set forth by the Utility Director; and,

NOW THEREFORE, the Superior Township Board hereby approves Aalea Skrycki as Accountant/Billing Specialist at a wage of \$42 per hour retroactive to April 14, 2025.

CERTIFICATION STATEMENT

I, Angela Robinson, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Charter Township of Superior Board held on May 19, 2025, and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.



Angela Robinson, Township Clerk

5/19/2025

Date Certified

The motion carried unanimously.

- F. MOTION TO AUTHORIZE THE SUPERVISOR TO HIRE ONE PERMANENT UTILITY WORKER AFTER SHE HAS CONSULTED WITH THE APPROPRIATE PERSONS THAT SHE BELIEVES IN HER OWN DISCRETION GIVES HER THE BEST CANDIDATE AND THEN REPORT BACK TO THE BOARD OF TRUSTEES**

The motion was made by Trustee Schwartz and supported by Trustee McKinney.

The motion carried unanimously.

- G. MOTION TO PUT A PROPOSAL TOGETHER, LED BY THE SUPERVISOR, TO IDENTIFY A RESOURCE TO CONDUCT THE JOB ANALYSIS OF ALL ROLES WITH FINANCIAL OVERSIGHT ACROSS THE TOWNSHIP**

The motion was made by Trustee Mckinney and supported by Treasurer Lewis.

The motion carried unanimously.

- H. RESOLUTION 2025-24, RESOLUTION TO APPROVE PAYMENT FOR EMERGENCY FIRE VEHICLE REPAIRS TO CUMMINS SALES AND SERVICE**

The motion was made by Trustee Schwartz and supported by Trustee McKinney to approve the resolution.

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 12**

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION TO APPROVE PAYMENT FOR EMERGENCY FIRE VEHICLE
REPAIRS TO CUMMINS SALES AND SERVICE**

RESOLUTION NUMBER: 2025-34

DATE: MAY 19, 2025

WHEREAS, the Superior Charter Township Fire Department required **emergency repair services** on Fire Department vehicle **VIN 4S7BT9LLT003040**, necessary to restore operational status to essential public safety equipment; and

WHEREAS, the emergency service and parts were provided by **Cummins Sales and Service**, located at 54250 Grand River Avenue, New Hudson, MI 48165; and

WHEREAS, the repairs included replacement of critical engine and exhaust components, specifically:

- **Sensor, DFN Pressure**
- **Kit, Pressure Sensor**
- **Clamp, V-Band**
- **Gasket, AFM Device Inlet**
- **Mounting Straps**

WHEREAS, the total cost for labor, parts, and services rendered was **Thirteen Thousand One Hundred Ninety Dollars and Seventy-Three Cents (\$13,190.73)**, and the Township acknowledges this expenditure as an urgent and justified expense to ensure continued fire and rescue operations;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board hereby authorizes payment of **\$13,190.73** to **Cummins Sales and Service** for the emergency vehicle repair services.

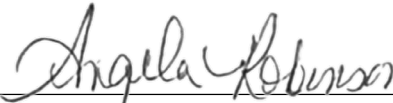
BE IT FURTHER RESOLVED that the Township Supervisor and Clerk are authorized to execute any required documents and process payment in accordance with this resolution.

CERTIFICATION STATEMENT

I, Angela Robinson, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Charter Township of Superior Board held on May 19, 2025, and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 13**

Michigan, 1976, as amended.



Angela Robinson, Township Clerk

5/19/2025
Date Certified

Roll Call

**Aye: Trustee Schwartz, Clerk Robinson, Trustee McKinney, Treasurer Lewis,
Trustee Greene, Trustee Devereaux, Supervisor Dabish Yahkind
Nay: None**

The motion carried unanimously.

10. BILLS FOR PAYMENT AND RECORD OF DISBURSEMENTS

The motion was made by Treasurer Lewis and supported by Trustee Greene to approve the bills for payment and record of disbursements totaling \$1,375,320.35.

The motion carried unanimously.

11. PLEAS AND PETITIONS

- **Trustee Brenda McKinney** stated that she would like to see the entrance to the Oakbrook neighborhood enhanced with new landscaping.
- **Jack Smiley, Parks and Recreation Commissioner**, announced the first public meeting to discuss preliminary plans for the Rock Property, scheduled for Tuesday, May 20, 2025, at 6:30 p.m. He also stated that there would be a second meeting held at the Superior Branch of the Ypsilanti District Library at 6:30 p.m. on Thursday, May 22, 2025.
- **Trustee Dana Greene, Jr.** explained that the Oakbrook sign at MacArthur and Stamford is a significant visibility obstruction for drivers, particularly in low vehicles, and has been linked to several accidents at that intersection. He requested that something be done to eliminate the obstruction.
- **Trustee Sarah Devereaux** thanked all the volunteers who helped remove nearly 5,000 pounds of trash during the roadside cleanup event.

12. ADJOURNMENT

The meeting adjourned at 8:08 p.m.

(Signatures on following page)

**CHARTER TOWNSHIP OF SUPERIOR BOARD
REGULAR MEETING
MAY 19, 2025
APPROVED MINUTES
PAGE 14**

Respectfully submitted,

Angela Robinson, Clerk

Emily Dabish Yahkind, Supervisor



Washtenaw County Office of the Sheriff

Est. 1823

Alyshia M. Dyer, Sheriff



May 15th, 2025

To: Emily Dabish-Yahkind, Superior Township Supervisor
From: Alan Hunt, Lieutenant
Through: Gary Lowe, Police Services Commander
Re: April 2025 Police Services Monthly Report

Monthly Numbers:

Call for Service: 742
Traffic Stops: 97
OWI/OUID: 1
Traffic Crashes: 17
Animal Complaints: 16
Citations: 18

Significant Incidents:

25-24478 9300 block of MacArthur Blvd Armed Robbery
On April 16th, Deputies were dispatched to the 9300 block of MacArthur Blvd for a report of an armed robbery. The victim allowed an individual into their home. He was followed in by two additional suspects. They had guns and took the victims gaming system. Deputies got descriptions out for the suspects and two of the three were located and identified by the victim. A search warrant was done on the suspect's residence and five guns were removed from the home as a result.

In/Out of Area Time:

Into Area Time: 361
Out of Area Time: 739



Alyshia M. Dyer
Sheriff

SUPERIOR TOWNSHIP MONTHLY POLICE SERVICES DATA

April 2025

Incidents	Month 2025	Month 2024	% Change	YTD 2025	YTD 2024	% Change
Traffic Stops	97	242	-60%	557	1121	-50%
Citations	18	36	-50%	88	182	-52%
Drunk Driving (OWI)	1	3	-67%	3	10	-70%
Drugged Driving (OUID)	0	1	-	0	2	-
Calls for Service Total	742	818	-9%	3021	3489	-13%
Calls for Service <i>(Traffic stops and non-response medicals removed)</i>	502	485	4%	1874	1954	-4%
Robberies	1	1	0%	2	1	100%
Assaultive Crimes	17	12	42%	48	54	-11%
Home Invasions	0	3	-	5	9	-44%
Breaking and Entering's	0	0	-	1	0	+
Larcenies	1	4	-75%	8	14	-43%
Vehicle Thefts	2	1	100%	3	8	-63%
Traffic Crashes	17	16	6%	82	94	-13%
Medical Assists	13	12	8%	51	39	31%
Animal Complaints <i>(ACO Response)</i>	16	13	23%	56	35	60%
In/Out of Area Time	Month <i>(minutes)</i>	YTD <i>(minutes)</i>	+ = Positive Change - = Negative Change			
Into Area Time	361	1582				
Out of Area Time	739	3772				
Investigative Ops (DB)	17135	59110				
Secondary Road Patrol	45	1140				
County Wide	275	490				
Banked Hours	Hours Accum.	Previous Balance	Hours Used	Balance		
April - Collab	360	304.51	304.25	360.26		



Out of Area Time

For: 04/01/2025 thru 04/30/2025



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration In Minutes	Start Date
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCIA	ONANDAGAST	BACKUP DISPATCHED CALLS	250021755	BU YPSI DEP ON SPANISH TRANSLATION APPROVED BY SGT ARTS	12:01:00	79	4/4/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSINGERA	WINGATE BLVD	DISPATCHED CALLS	250021796	LEN/ Supervisor approval Sgt.Bynum	14:20:00		4/4/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	ANN ARBOR CITY	WDURBANS	WASHTENAW AVE	DISPATCHED CALLS	250022029	K9 TRACKING-SGT BYNUM APPROVED	14:45:00	75	4/5/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPREUTHUNO	E CLARK RDIN FORD BLVD	BACKUP DISPATCHED CALLS	250023201	ASSIST YPT UNITS WITH FATAL ACCIDENT/ APPROVED BY SGT. PENNINGTON	00:40:00	110	4/11/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	INTERNATIONAL DR	BACKUP DISPATCHED CALLS	250023580	BU YPT ON DV FA - ALL OTHER YPT DEPS GOING OFF DUTY. OK SGT HOUK	19:30:00	30	4/12/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDLOWHORNB	GOLFSIDE RD/WASHTENAW AVE	BACKUP DISPATCHED CALLS	250023622	BU YPT AND ASSIST WITH K9 TRACK APPRV BY SGT WILLIAMS	22:40:00	50	4/12/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSHIRESL	CONCORD DR	DISPATCHED CALLS	250024860	HANDLE CALL DUE TO ALL OF YPSI TWP DEPS TIES UP- APPROVED PER SGT WILLIAMS	03:45:00	25	4/18/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDSINGERA	YORKSHIRE CT	BACKUP DISPATCHED CALLS	250025023	Cancelled as backup for assist ambulance/supervisor SgtArts	17:25:00		4/18/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	SCIO TOWNSHIP	WDURBANS	BAKER RD	BACKUP DISPATCHED CALLS	250025496	K9 TRACK REQUEST- SGT GEBAUER APPROVED	18:50:00	70	4/20/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIMMST	LEFORGE RD/RAILROAD ST	TRAFFIC STOP	250026024	RFS DROVE LEFT OF CENTER I INTO ONCOMING TRAFFIC I UNAVOIDABLE/ SGT WILLIAMS	23:00:00	10	4/22/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDCOUCKED	N HURON RIVER DR/SUPERIOR RD	BACKUP DISPATCHED CALLS	250026613	PER SGT ARTS, ASSIST WITH GETTING COMBATIVE PATIENT TO HVA	10:35:00	15	4/25/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSHIRESL	E MICHIGAN AVE/BURBANK AVE	BACK-UP TRAFFIC STOP	250026041	BU ON TRAFFIC STOP APPROVED PER SGT. WILLIAMS FOR K9 SNIFF	05:00:00	30	4/26/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDLOWHORNB	CURTIS RD/NORTH TERRITORIAL RD	BACKUP DISPATCHED CALLS	250027236	OK W SGT HILOBUK • ASSIST TRP WITH CHECKING AREA FOR POSS CHILD WALKING IN ROADWAY.	21:00:00	15	4/27/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	SALEM TOWNSHIP	WDSHIRESL	CURTIS RD/NORTH TERRITORIAL RD	BACKUP DISPATCHED CALLS	250027236	ASSIST TROOPERS FOR A POSSIBLE 11YO WALKING ON THE SIDE OF THE ROAD- APPROVED PER SGT. WILLIAMS	21:05:00	15	4/27/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDSIRIANNIJ	HOLMES RDIN PASADENA ST	BACKUP DISPATCHED CALLS	250027773	ASSIST YPT UNITS WITH CRASH CAR VS. ELECTRICAL POLE / DOWN WIRE / CLOSE ROAD 4 DIRECTIONS / APPROVED BY SGT. PENNINGTON	22:55:00	150	4/29/2025
ANN ARBOR-SUPERIOR TWP COLLABORATION	YPSILANTI TWP	WDPACHECOGARCIA	HOLMES RDIN PASADENA ST	BACKUP DISPATCHED CALLS	250027773	BU YPSI DEPS WITH SPANISH TRANSLATION ON POSSIBLE UDM THAT CRASHED APPROVED BY SGT PENNINGTON	23:00:00	60	4/29/2025
							Sum:	739	



Into Area Time Superior TWP

For: 04/01/2025 thru 04/30/2025



Patrol Area	Reporting Area	Username	Location	Activity Category	Incident Number	Comments	Start Time	Duration in Minutes	Start Date
YPSILANTI IWP	SUPERIOR TWP	WDBEAUVAIK	RIDGE RD	DISPATCHED CALLS	250021204	one man car, edp, sgt erbes	04:00:00	20	4/2/2025
YPSILANTI TWP	SUPERIOR TWP	WDCARNEYK	EVERGREEN LN/RIDGEVIEW	BACKUP DISPATCHED CALLS	250022989	BACKED DEPUTY PREUTHUNISIRIANNI, APP SGT.PENNINGTON.	00:00:00	30	4/10/2025
YPSILANTI TWP	SUPERIOR TWP	WDEARLEYJ	EVERGREEN LN/RIDGEVIEW	BACKUP DISPATCHED CALLS	250022989	Assist SLIT with Juvenile Fight Approved by Sgt Pennington	00:00:00	20	4/10/2025
YPSILANTI IWP	SUPERIOR TWP	WDBEAUVAIK	EVERGREEN LN/RIDGEVIEW	BACKUP DISPATCHED CALLS	250022989	SGT PENNINGTON, FIGHT, DEPUTY SAFETY	00:02:00	18	4/10/2025
YPSILANTI TWP	SUPERIOR TWP	WDTRIPPB	STEPHENS DR	BACKUP DISPATCHED CALLS	250024480	ALL SUPERIOR UNITS TIED UP; ASSISTED HIGHLY INTOXICATED INDIVIDUAL INTO AMBULANCE; PER SGT MONTGOMERY	16:30:00	25	4/16/2025
YPSILANTI TWP	SUPERIOR TWP	WDTRIPPB	AVON CT	BACKUP DISPATCHED CALLS	250024567	ALL SUPERIOR UNITS TIED UP ON OTHER CALLS; CALL FOR CHILD HAVING ALLERGIC REACTION: MADE SURE CHILD WAS BREATHING AND STOODBY FOR HVA; PER SGT WILLIAMS	22:15:00	10	4/16/2025
YPSILANTI TWP	SUPERIOR TWP	WDBEAUVAIK	MCAULEY DR	DISPATCHED CALLS	250025030	warrant arrest, doses! unit, sgt arts	18:20:00	55	4/18/2025
SALEM TWP	SUPERIOR TWP	WDMCGRADYP	PROSPECT RD/PLYMOUTH RD	TRAFFIC STOP	250025066	tail-lights were off during hours of darkness, verbal warning, stopped out of area due to hazardous nature	20:57:00		4/18/2025
YPSILANTI TWP	SUPERIOR TWP	WDROBERTSG	RIDGE RD/MOTT RD	K9 DETAIL	250025667	AST MSP ON K9 SNIFF APV SGT ARTS	13:35:00	25	4/21/2025
YPSILANTI TWP	SUPERIOR TWP	WDROBERTSG	DOVER CT	BACKUP DISPATCHED CALLS	250025678	AST SUP UNITS ON JUV COMPLAINT APV SGT ARTS	14:20:00	10	4/21/2025
YPSILANTI TWP	SUPERIOR TWP	WDSARCEVICHV	MACARTHUR BLVD IN HARRIS RD	BACKUP DISPATCHED CALLS	250025817	FA BY VEHICLE AND GUN, CALLER WAS NOT CALLING BACK AND DEPUTIES WERE UTL; SGT WILLIAMS APPROVED	03:10:00	15	4/22/2025
YPSILANTI TWP	SUPERIOR TWP	WDRAABT	GREENWAY DR	BACKUP DISPATCHED CALLS	250026062	FAMILY TRBL- GOOD PER SGT MONTGOMERY	07:15:00	30	4/23/2025
YPSILANTI TWP	SUPERIOR TWP	WDTRASKOSR	MCAULEY DR	BACKUP DISPATCHED CALLS	250026978	ASSISTED DEPUTY LOWHORNE WITH EDP WALKAWAY/ APPROVED SGT. WILLIAMS	19:00:00	90	4/26/2025
YPSILANTI TWP	SUPERIOR TWP	WDRAABT	CURTIS RD	BACKUP DISPATCHED CALLS	250027413	ASSIST SUT DEPS WITH LARGE FIGHT - GOOD PER 628	15:35:00		4/28/2025
YPSILANTI TWP	SUPERIOR TWP	WDCAMPAGIORNIM	N DIXBORO RD/WOODRIDGE AVE	BACKUP DISPATCHED CALLS	250027599	ASSIST WITH POSS FATAL CRASH, SGT.ARTS	12:00:00	10	4/29/2025
							Sum:	361	

Incident Count by Incident Type For Agency WD

For 4/1/2025 12:00:00 AM Thru 4/30/2025 11:59:00 PM

For City Code(s) - SUT

City	Incident	Address / Location	Incident Call Date	Location
SUT	250021285	5049 RED FOX RUN	04/02/2025 11:42:18	RAWLING-RES
	250021411	3584 CREEKSIDE DR	04/02/2025 23:09:47	RES: CRAIG CAMALO
	250021412	3718 ROLLING RIDGE CT	04/02/2025 23:10:52	RES: MARWAN ISMAIL
	250021413	3105 WESTLOCH BLVD	04/02/2025 23:11:17	RES: THOMPSON, LEVI AND MARIA
	250021682	7734 PLYMOUTH RD	04/04/2025 00:41:39	STABLER FARM
	250021729	5800 GEDDES RD	04/04/2025 09:18:28	ELAIN QUIRK RESID
	250021763	8728 BARRINGTON DR	04/04/2025 11:56:01	EBONY FEATHERSTONE RESD
	250024155	8576 BARRINGTON DR	04/15/2025 08:49:49	LINDA MOUND RESID
	250024884	1491 WEEPING WILLOW CT	04/18/2025 07:08:27	DILLBERTI RESD
	250024972	7967 HALLIE DR	04/18/2025 14:17:18	REDEnte RESIDENCE
	250025174	7586 ABIGAIL DR	04/19/2025 09:30:30	RES: DONNA ESTER
	250025464	1825 HAMLET DR	04/20/2025 16:30:47	LEFOREST RESD.
	250025522	8760 HEATHER DR	04/20/2025 20:32:42	RES: EDWARD SKRZYTCZAK
	250026286	1595 STEPHENS DR	04/23/2025 22:45:39	RESD: RICKY HUGHES
SUT	14			
		Total:		14

Incident Count by Incident Type For Agency WD

For 4/1/2025 12:00:00 AM Thru 4/30/2025 11:59:00 PM

For City Code(s) - SUT

For Incident Type(s) -

Incident Call Date	Alarms	Incident	Address / Location	City	Location
04/23/2025 22:45:39	C3907 - PANIC ALARM	250026286	1595 STEPHENS DR	SUT	RESD: RICKY HUGHES
	C3907 - PANIC ALARM		Total:	1	

Incident Call Date	Alarms	Incident	Address / Location	City	Location
04/02/2025 11:42:18	C3999 - ALARMS ALL OTHER	250021285	5049 RED FOX RUN	SUT	RAWLING-RES
04/02/2025 23:09:47		250021411	3584 CREEKSIDE DR	SUT	RES: CRAIG CAMALO
04/02/2025 23:10:52		250021412	3718 ROLLING RIDGE CT	SUT	RES: MARWAN ISMAIL
04/02/2025 23:11:17		250021413	3105 WESTLOCH BLVD	SUT	RES: THOMPSON, LEVI AND MARIA
04/04/2025 00:41:39		250021682	7734 PLYMOUTH RD	SUT	STABLER FARM
04/04/2025 09:18:28		250021729	5800 GEDDES RD	SUT	ELAIN QUIRK RESID
04/04/2025 11:56:01		250021763	8728 BARRINGTON DR	SUT	EBONY FEATHERSTONE RESD
04/15/2025 08:49:49		250024155	8576 BARRINGTON DR	SUT	LINDA MOUND RESID
04/18/2025 07:08:27		250024884	1491 WEEPING WILLOW CT	SUT	DILLBERTI RESD
04/18/2025 14:17:18		250024972	7967 HALLIE DR	SUT	REDENTE RESIDENCE
04/19/2025 09:30:30		250025174	7586 ABIGAIL DR	SUT	RES: DONNA ESTER
04/20/2025 16:30:47		250025464	1825 HAMLET DR	SUT	LEFOREST RESD.
04/20/2025 20:32:42		250025522	8760 HEATHER DR	SUT	RES: EDWARD SKRZYTCZAK
	C3999 - ALARMS ALL OTHER		Total:	13	

			Sum:	14	
--	--	--	-------------	-----------	--



TOWNSHIP PROJECTS					
OHM PROJECT NO.	REMAINING ENG. BUDGET	CONSTRUCTION COST ESTIMATE	APPROX. PERCENT COMPLETE	PROJECT NAME	PROJECT COMMENTS
0140-19-0053	n/a	n/a	100%	Clark Road Sewer Pump Station (LaSalle)	LaSalle v. Superior Charter Township, facilitation hearing on Feb 22nd, 2024. Deposition of G. Tsakoff (OHM) taken on 4/16/25 by LaSalle attorney. Mark Sassek / Ron Deneweth at DVS Law are representing Superior Township and their consultants.
0140-22-0060	\$0.00	\$473,690.00	99%	Fire Station Pavement Replacement (CA/CE)	Doan recommending to remove and replace some areas of concrete with significant surface scaling. Work completed. Doan to provide extended warranty period to Township at final acceptance.
0140-19-0071	\$0.00		95%	Sanitary Sewer Pipe and Manhole Rehabilitation	Anticipating final design and bidding documents in 2026 when Utilites Dept authorizes next steps to proceed. This is part of sanitary CIP to finish in next couple years.
0140-22-0070	\$0.00	\$396,000.00	98%	Fireman's Park Drainage and Amenities Improvements - Final Engineering, Bidding, CA/CE	Project substantially complete except restoration. Will do final closeout with KAB in the spring after additional restoration is complete.
0140-22-0080	\$5,000.00	\$630,643.00	80%	ADA Sidewalk Ramp Improvement Program	TAP grant received for fiscal year 2025. Engineer's Estimate is \$630,643 with \$126,000 local match (20%). \$498,514 TAP award. GI submittal sent to MDOT in April and GI Meeting held in May. OHM working on GI comments.
0140-21-0091	\$0.00	\$869,870.00	99%	Plymouth Road Pathway - CA/CE	Project substantially complete. All Star complete final restoration and ADA ramp repairs in April. \$30K reimbursement from MNRTF remaining, OHM to process. All Star working on compiling final closeout information.
0140-22-0011	\$117,000.00	\$683,187.19	5%	Geddes Road Pathway - CA/CE	Tree removals complete. MDOT project - letting 4/4/25, low bid Fonson \$683,187, 15% under construction estimate of \$807,000. \$592,150 TAP grant (74.75% SEMCOG/25.25% Twp match) awarded for construction in FY 2025. CACE services are through WCRC. Fonson to start 5/19.
0140-23-0060	\$0.00	\$246,735.00	99%	MacArthur Blvd Pathway - Contract Documents, permitting, bidding, CA/CE	Punchlist items resolved. Final pay app documentation in process. Need final paperwork from All Star for final closeout with County CDBG.
0140-23-0073	\$5,000.00	n/a	95%	Stamford Water Main Replacement - CACE	ICC finishing restoration. OHM coordinating with ICC on punch list and closeout.
0140-25-0010	\$36,500.00	TBD	10%	Fire Station No. 1 Roof Replacement	Kickoff meeting held with Chief on 4/14/25. Project will be bid with shingle roof as base bid, metal roof as alternate bid. Targetting Fall 2025 for replacement.
0140-24-0040	\$7,500.00	n/a	35%	Utilities Standards Updates	Kickoff meeting held on April 9, 2025. Work expected to be completed by late Spring/early Summer.
FUTURE/PLANNED PROJECTS					
				Geddes Road Pathway (Wexford to Ridge Rd)	Connecting Communities grant application for \$28,000 for preliminary engineering/feasibility study submitted August 2024. This was not funded. Application can be resubmitted in 2025.
				Stamford Water Main Phase 2	Towship Utilities Department evaluating next segment of Stamford WM replacement.
				School House Property Site Plan	OHM coordinating with retired architect.
				Fireman's Park Parking Lot Repaving	OHM to prepare schedule for 2026 project.
				SEMCOG Planning Grant Application	OHM working on draft re-submission of last year's project (non-motorized improvements plan within urban services district). Due 5/23.

DEVELOPMENT PROJECTS (Applicant Funded escrow accounts)					
OHM PROJECT NO.			PROJECT STATUS	PROJECT NAME	PROJECT COMMENTS
0140-21-0083			Punchlist/Close-Out	Woodside Village Phase 1 Close-Out	Sidewalk ramps need to be replaced. Plan submitted and reviewed for Ridge Road path.
0140-20-1020			Punchlist	Woodside Village Phase 2	Punchlist phase; Record drawings, Grading Certificate and easements requested but not received.
0140-22-1030			Construction	Woodside Village Phase 3	Water services remain to be completed before punchlist can be generated. Initial plan submitted for rear yard sump pump lead collector was reviewed in early December and waiting for resubmittal.
0140-21-0120			Final Acceptance	Hyundai Site Expansion	Hyundai inspecting flow control valve on water tank feed and will contact Twp. with findings, anticipated for May with their tank inspection. Record drawings and Grading Certificate have been received, and Recommended Final Acceptance Letter for development sent on 3/7/25.
0140-21-0100			Punchlist/Close Out	Arbor Hills Animal Clinic	Site work has been completed, and Temporary C of O issued. Drive connection to adjacent Huron Dental Site has been constructed but cannot be utilized until Huron Dental site is completed. At that time temporary drive to Plymouth Road will need to be removed. Record drawings have been requested.
0140-19-1050			Substantial Completion	Prospect Pointe West - Phase 1	Sustantial Completion Letter for Utilities and Streets has been issued. Record drawings and easements have been submitted and have been approved. Home construction well underway.
0140-19-1050			Substantial Completion	Prospect Pointe West - Phase 2	Utilities have been installed and roads have been paved. Substantial Completion Letter sent on 3/26/25
0140-19-1050			Final Site Plan	Prospect Pointe West - Phase 3	Final Site Plan review letter #1 issued on 2/7/25. Revised plans received 4/21/25 and are under review.
0140-20-1010			Engineering Review	The Meadows - Phase 1	The new developer/applicant (Pulte Homes of Michigan) has submitted an amendment to the Phase 1 FSP. Amendment can be handled administratively. Offsite improvement to Geddes/Ridge intersection required by WCRC needs ROW from Township for new turn lane.
0140-22-1030			Substantial Completion	Kinsley Development	Road construction has been completed. Record drawings have been submitted for review. Substantial Completion Letter has been issued. Contractor will begin house construction and submit permits through building department. OHM will perform final inspection at completion of houses.
0140-23-1010			Construction	Huron Dental	Parking lot and drive approach have been constructed, building construction is continuing.
0140-23-1030			Final Site Plan and Engineering Review	Brookwood	Revised plans were submitted on 5/5/25 for FSP review. Applicant is targeting PC action at their regular May meeting.
0140-23-1040			Construction	Garrett's Space	Work began in March, 2025.
0140-23-1020			Substantial Completion	5288 Geddes Road Water Main Ext.	Punchlist items have been completed. Record drawings and easement have been received and have been approved.
0140-23-1050			Rezoning and Area Plan	Clay Hill Community Farm and Garden	On 6/28/23 the PC recommended approval of the area plan and rezoning by the BOT, and on 8/21/23 they were approved by the BOT. A combined Preliminary and Final Site Plan submittal is anticipated in future.
0140-24-1010			Preliminary Site Plan	DTE Substation (Dixboro Rd)	DTE submitted Preliminary Site Plan application for upgrades to substation at 3270 N. Dixboro Rd. PSP approval was postponed by the PC at their regular meeting in February. More information is required from the applicant.

\\ohm\dfs\Corporate\Groups\Municipal\SuperiorTwp>Status_Update\Project_Update\2025\2025.05.14_OHM Status Update.xlsx|Project Status

- Outlook
-

Township Deficit

From Ramona Parker-Muhammad <ramonapm@comcast.net>

Date Wed 5/14/2025 7:53 PM

To Board <board@superior-twp.org>

Some people who received this message don't often get email from ramonapm@comcast.net. [Learn why this is important](#)

Good evening,

I would like this email included in the board packet for the May 2025 meeting. What is the amount of the deficit? What is the narrative (explanation)?

Regards,

Mrs. Muhammad

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE NUMBER 197

ORDINANCE FOR MODIFICATION OF THE URBAN SERVICE DISTRICT BOUNDARY

FIRST READING: MAY 19, 2025

1. Purpose.

- a. The Township has a finite capacity of water and sewer services which it purchases from the Ypsilanti Community Utilities Authority for a large majority of the Urban Service District and from Ann Arbor Charter Township for a small area at the west edge of the Township along Geddes Road. The Urban Service District boundary was arrived at by considering such factors as population growth, zoning, land use policy, topography and capacity of the water and sanitary systems. The Urban Service District boundary was established to allocate available capacity based on governmental agreements and planned uses as set forth in the Township Master Plan.
- b. The Township Board recognizes that a change in the Urban Service District boundary would effectively alter or critically impact land use planning, township character, and natural resource preservation in the Township. Consequently, as a matter of policy, it is the objective of the Township Board that the Urban Service District boundary shall remain consistent with, and shall promote the objectives contained in, the Township Master Plan recommended by the Township Planning Commission and approved by the Township Board.
- c. Due to the available system capacity, financial capability, township preservation policies, and land use planning, absent extraordinary circumstances the Urban Service District boundary shall be expanded beyond its current boundaries in the foreseeable future. Accordingly, modifications, if any, made to the district boundary should defer to areas determined to be of relatively higher priority considering the types and intensities of land use, the concentrations of population, the nature of soils and water tables in relation to the ability to support on-site sanitary sewage disposal systems, and the long-range planning which has been done in the Township.
- d. The purpose of this Ordinance is to establish a procedure and standards for the review and consideration of modifications to Urban Service District boundary within the Charter Township of Superior by the Township Board.

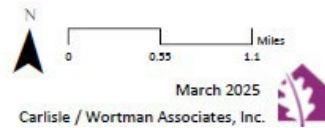
2. Urban Service District Boundary

a. Official Urban Service District Boundary:



- Superior Charter Township Boundary
- Adjacent Community Boundaries
- Highways
- Roads
- Waterways
- Urban Service District

Urban Service District
Superior Charter Township
Washtenaw County, Michigan



3. Application for Modification.

- a. An application and fees for a proposed modification to the Urban Service District boundary shall be submitted on a form provided by the Township to the Township Supervisor or Deputy Supervisor.
- b. The Township Supervisor Deputy Supervisor shall review the application for completeness and, if complete, send the application to the appropriate staff and consultants for review and comment.
- c. Upon completion of review and the submission of comments by staff and consultants, the Supervisor or Deputy Supervisor shall prepare a report for the Township Board regarding the request for modification to the Urban Service District boundary.

4. Review Procedure.

- a. The Township Board shall conduct a public hearing on whether the proposed boundary modification should be made. Notice of the public hearing shall be given in the same manner as a public hearing required for the adoption of the Township's Master Plan.
- b. Following the public hearing, and any further review determined to be necessary or appropriate by the Township Board, including further review by Township staff and/or consultants, the Township Board shall determine whether the district boundary should be modified, and shall make findings consistent with the Standards set forth in Section 5 of this Ordinance.

5. Standards and Criteria

The Township Board shall consider the following standards and criteria in determining whether to adopt an Ordinance modifying the district boundary line:

- a. The proposed modification to the Urban Service District boundary is consistent with the Master Plan. If the current boundary is in material conflict with the Master Plan, such conflict is due to one of the following:
 - 1. A change in Township policy since the Master Plan was adopted.
 - 2. A change in conditions since the Master Plan was adopted.
 - 3. An error in the Master Plan.
- b. A change in land use intensity permitted by expanded sewer and/or water service shall not unreasonably impact the ability to provide commensurate services and facilities, including, without limitation, police service, fire service, emergency medical service, school facilities, park facilities, transportation infrastructure, utility service and the like.

- c. A proposed modification shall not negatively impact upon the ability to provide for sewer, water and other services and facilities to other areas within the Township which are within the established Urban Service District boundary.
- d. A proposed modification shall not have the effect of altering the character of any area of the Township as such area exists at the time of the request, unless said alteration is contemplated in the Master Plan, and the timing for such alteration is determined to be appropriate.
- e. A proposed modification shall not create or result in a capital expenditure for the Township including but not limited to system upgrades, capacity improvements or increase such as pump/booster stations or water/wastewater storage facilities, whether, within the system and design and construction of infrastructure related to the proposed modification. Any and all of such improvements will be at the expense of the applicant and be required to follow industry standards and the requirements of the YCUA as to system capacity factors of safety.

6. Fees

- a. The applicant requesting the Urban Service District boundary line modification shall be responsible for all costs and expenses of the Township's review. However, if the Township determines to undertake a review on a broader area basis, the Township may, at its discretion, require the applicant to only pay that portion of the costs and expenses of the review related to the applicant's request.
- b. Payment shall be made by escrowing in advance, with the Township, the amount estimated by the Township Supervisor to be required for the review. If the actual costs and expenses are greater than the estimate, additional escrow shall be required, and if the actual costs and expenses are less than the estimate, all excess amounts shall be returned to the person or entity posting the escrow.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

MEMORANDUM

TO: Emily Dabish Yahkind, Supervisor
FROM: Ben Carlisle, AICP
Diane Mulville-Friel, AICP
DATE: December 23, 2024
RE: Planning and Zoning Fees

We understand that the Township is reviewing costs and updating the budget accordingly. To assist the Township, we have reviewed the Fees Pertaining to the Superior Charter Township Zoning Ordinance ([Resolution 2018-25](#)). This review aims to ensure that the Township's fees remain fair, equitable, and reflective of the actual costs incurred by the Township in providing planning and zoning services.

The current fee schedule was last updated in 2018, without adjustments for inflation. In addition, over the years, the Township has experienced growth and increased complexity in zoning applications, which necessitates a comprehensive assessment of the associated fees.

Key Considerations:

We considered the following items when reviewing the current and proposed fee schedule:

1. **Cost Recovery:** Are the current fees adequately covering the administrative and operational costs of processing applications, permits, and other zoning services?
2. **Competitiveness:** How do your fees compare to neighboring townships or municipalities?
3. **Transparency and Simplicity:** Is the fee schedule easy for residents, developers, and businesses to understand and follow?

Analysis:

Since the last update in 2018, inflation has increased by approximately 25%. At a minimum we suggest the Township increase fees across the board plus add new fees for zoning and planning services that the Township does not currently collect.

Below is a list of recommended fees. Other fees contained in the current fee schedule are related to engineering reviews and Township Engineer staff should be consulted to determine whether these should be amended as well.

Task	Current Fee	Proposed Fee
Pre-Application Meeting (one hour)	\$250 w/out Township Engineer, \$500 w/ Township Engineer	\$325 w/out Township Engineer, \$600 w/ Township Engineer
Site Plan Review – Preliminary	\$900 application \$5,000 escrow	\$1,200 application + \$50/acre (each) \$7,000 escrow
Site Plan Review - Final	\$900 application \$5,000 escrow	\$1,200 application + \$50/acre (each) \$7,000 escrow
Site Plan Review – Combined	None	\$2,000 application + \$50/acre \$12,000 escrow
Site Plan – Revised	\$300 application \$2,500 escrow	\$500 application \$3,500 escrow
Major/Minor Change by the PC	\$100 application \$2,500 escrow	\$300 application \$3,500 escrow
Minor Site Plan Review	\$300 application \$2,500 escrow	\$500 application \$3,500 escrow
Site Plan Extension	\$100 application \$1,000 escrow	\$300 application \$1,000 escrow
Conditional Land Use Review	\$500 application \$2,500 escrow	\$625 application + \$50/acre \$3,500 escrow
Special District Development Review - Preliminary Site Plan	\$900 application \$5,000 escrow	\$1,500 application + \$50/acre \$10,000 escrow
Special District Development Review – Final Site Plan	\$900 application \$5,000 escrow	\$1,500 application + \$50/acre \$10,000 escrow
Rezoning – One-lot Single Family Residential	\$500 application \$2,500 escrow	\$500 application \$2,500 escrow
Rezoning – Two or more lots and Non-Single Family Residential	\$500 application \$2,500 escrow	\$1,100 application + \$50/acre \$5,000 escrow
Zoning reviews for Lot Split, Lot Combination, Land Division Review	\$50 application \$2,500 escrow (if consultant review needed)	\$500 application \$1,000 escrow
Zoning Board of Appeals – Single Family Residential	\$175 application \$1,000 escrow	\$200 application \$1,000 escrow
Zoning Board of Appeals – Non-Single Family Residential	\$500 application \$1,000 escrow	\$750 application \$1,000 escrow
Certificate of Zoning Compliance-Single Family Residential	\$50 application \$2,500 escrow (if consultant review needed)	\$100
Certificate of Zoning Compliance-Non-Single Family Residential	\$50 application	\$250

	\$2,500 escrow (if consultant review needed)	
Zoning Verification Letter- Single Family Residential	None	\$100
Zoning Verification Letter-Non-Single Family Residential	None	\$250

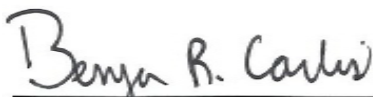
Summary:

There is some basic in-office work that must be billed as planning consultation. However, much of our work can be a pass through where the costs are borne by an applicant. For example, attendance at Planning Commission meetings for a particular development should be paid by the escrow fees from that development. Often zoning inquiries we receive are more complex than can be answered in a simple phone call. In those instances, we would require a zoning verification letter fee to be paid to offset our time doing the required research.

We would recommend increasing fees and utilizing escrows as pass through costs regardless of if we continues to serve as the planning and zoning administrator. Even with Township staff, planning and zoning fees that are paid from the general fund, and not through escrow or application fees, are costs borne by the residents of Superior. Development should be cost neutral through the appropriate fees and escrow funds. We find that most developers do not balk at higher fees, if the Township is upfront with costs, and the service provided is fair, timely, and consistent. As for fees for services that are not accounted for, we can assist the Township in creating the necessary applications.

We look forward to discussing this future in the New Year. Happy Holidays.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President



CARLISLE/WORTMAN ASSOC., INC.
Diane Mulville-Friel, AICP
Senior Associate

Sort	Category	Review	Fee/Escrow	Superior Township	City of Dexter	City of Saline	Pittsfield Township	Ann Arbor Township
1.1.1	Site Plan Review	Pre-Application Review	Fee	\$250	None - Invoiced or reduced from SP application escrow	\$200 for meeting with consultants	\$500	N/A
1.1.2	Site Plan Review	Pre-Application Review	Escrow	N/A	N/A	N/A	N/A	N/A
1.1.3	Site Plan Review	Administrative Review	Fee	N/A	\$350 plus \$50/acre	25% to 50% of combined prelim/final – per application	N/A	N/A
1.1.4	Site Plan Review	Administrative Review	Escrow	N/A	\$3000	N/A	N/A	N/A
1.1.5	Site Plan Review	Preliminary Site Plan	Fee	\$900	\$600 plus \$50/acre	(Residential) \$1,400 + \$50/Acre plus \$35/Unit (Com/Ind) \$1,650 plus \$75/Acre plus \$10/1,000 sft. of bldg. – per application	\$1,000 + \$40/acre	\$650
1.1.6	Site Plan Review	Preliminary Site Plan	Escrow	\$5,000	\$3000	N/A	Less than 1 acre \$2,500.00 1 acre to 5 acres \$3,500.00 over 5 acres to 10 acres \$5,000.00 greater than 10 acres \$5,000.00 + \$50 per acre over ten acre	\$4,200
1.1.7	Site Plan Review	Final Site Plan	Fee	\$900	\$900 plus \$50/acre	(Res) \$1,400 plus \$25/Unit – per application (Com) \$1,650 plus \$20/1,000 sft. of bldg. – per application	\$1,100 + \$40/acre	\$650
1.1.8	Site Plan Review	Final Site Plan	Escrow	\$5,000	\$3000	N/A	Less than 1 acre \$2,500.00 1 acre to 5 acres \$3,500.00 over 5 acres to 10 acres \$5,000.00 greater than 10 acres \$5,000.00 + \$50 per acre over ten acre	\$11,100
1.1.9	Site Plan Review	Combined Site Plan	Fee	N/A	\$1100 plus \$50/acre	(Res) \$2,250 plus \$50/acre plus \$35/Unit – per application (Com/Ind) \$2,000 plus \$50/Acre plus \$10/1,000 sft. of bldg. – per application	N/A	N/A
1.2.1	Site Plan Review	Combined Site Plan	Escrow	N/A	\$3000	N/A	N/A	N/A
1.2.2	Site Plan Review	Amendment	Fee	\$300	\$300	\$120 to \$400	\$700 + \$40/acre	\$325
1.2.3	Site Plan Review	Amendment	Escrow	\$2,500	\$3000	N/A	Less than 1 acre \$2,500.00 1 acre to 5 acres \$3,500.00 over 5 acres to 10 acres \$5,000.00 greater than 10 acres \$5,000.00 + \$50 per acre over ten acre	\$2,100
2.1.1	Special Land Use	Application	Fee	\$500	\$350 plus \$50/acre plus site plan fees	\$650-\$800	\$600 to \$800, separate for specific uses	N/A
2.1.2	Special Land Use	Application	Escrow	\$2,500	\$3000	N/A	less than One (1) Acre: \$300.00 + site plan fees One (1) Acre to Five (5) Acres: \$300.00 + \$40.00/acre + site plan fees Greater than Five (5) Acres to Ten (10) Acres: \$500.00 + \$40.00/acre + site plan fees Greater than Ten (10) Acres: \$700.00 + \$40.00/acre + site plan fees Single Family Residential: \$200.00 + Public Hearing Advertisement Cost of \$180.00	N/A

3.1.1	Planned Unit Development	Pre-Application Review	Fee	N/A	\$350 plus \$50/acre	\$1,000		N/A
3.1.2	Planned Unit Development	Pre-Application Review	Escrow	N/A	\$3000	N/A		N/A
3.1.3	Planned Unit Development	Preliminary Site Plan	Fee	\$900	\$600 plus \$50/acre	\$2,000	\$2,000 + \$40/acre	\$650
3.1.4	Planned Unit Development	Preliminary Site Plan	Escrow	\$5,000	\$3000	N/A	Less than 1 acre \$2,500.00 1 acre to 5 acres \$3,500.00 over 5 acres to 10 acres \$5,000.00 greater than 10 acres \$5,000.00 + \$50 per acre over ten acre	\$6,900
3.1.5	Planned Unit Development	Final Site Plan	Fee	\$900	\$900 plus \$50/acre	\$3,000	\$1,100 + \$40/acre	\$650
3.1.6	Planned Unit Development	Final Site Plan	Escrow	\$5,000	\$3000	N/A	Less than 1 acre \$2,500.00 1 acre to 5 acres \$3,500.00 over 5 acres to 10 acres \$5,000.00 greater than 10 acres \$5,000.00 + \$50 per acre over ten acre	\$11,100
3.1.7	Planned Unit Development	Combined Site Plan	Fee	N/A	\$1100 plus \$50/acre	N/A	N/A	N/A
3.1.8	Planned Unit Development	Combined Site Plan	Escrow	N/A	\$3000	N/A	N/A	N/A
4.1.1	Rezoning	Rezoning	Fee	\$500	\$3000	N/A	Less than 1 acre \$1,500 Greater than 1 acre \$1,500 + \$40/acre	\$650
4.1.2	Rezoning	Rezoning	Escrow	\$2,500	\$3000	N/A	\$2,500	\$3,600
5.1.1	Condo/Subdivision	Separate from Site Plan	Fee		\$900 plus \$50/acre	Condo: \$2,600 + site plan fees Plats: \$1,000 to \$3,000 + \$20 to \$40 per lot or plat	\$50 to \$150 for lot split, \$850/lot for land division	\$650
5.1.2	Condo/Subdivision	Separate from Site Plan	Escrow		\$3000	N/A	N/A	\$4,200
6.1.1	Zoning Board of Appeals	Variance	Fee	Res (\$175) Non-Res (\$500)	(Res) \$250 (Non-Res) \$350	\$300 for staff review \$600 for consultant review, \$65 per code item	Non-res: \$1,500 + hearing notice cost Res: \$200 + hearing notice cost	\$450
6.1.2	Zoning Board of Appeals	Variance	Escrow	\$1,000	N/A	N/A	N/A	N/A
6.1.3	Zoning Board of Appeals	Interpretation	Fee	\$500	N/A	\$150	N/A	\$450
6.1.4	Zoning Board of Appeals	Interpretation	Escrow	\$1,000	N/A	N/A	N/A	N/A
6.1.5	Zoning Board of Appeals	Appeal	Fee	\$500	N/A	\$200	N/A	\$450
6.1.6	Zoning Board of Appeals	Appeal	Escrow	\$1,000	N/A	N/A	N/A	N/A
7.1.1	Zoning Compliance	Change of Tenant	Fee	N/A	\$30	\$80	N/A	N/A
7.1.2	Zoning Compliance	Remodel	Fee	N/A	\$50	Generally \$25 per application \$50 per inspection	N/A	N/A
7.1.3	Zoning Compliance	Deck	Fee	N/A	\$50	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.1.4	Zoning Compliance	Fence	Fee	N/A	\$50	Generally \$25 per application \$50 per inspection		N/A
7.1.5	Zoning Compliance	Temporary Structure/Use	Fee	N/A	\$30	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.1.6	Zoning Compliance	Remodel	Fee	N/A	\$75	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.1.7	Zoning Compliance	Addition	Fee	N/A	\$75	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.1.8	Zoning Compliance	New Structure	Fee	N/A	\$150	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.1.9	Zoning Compliance	Single Family Detached	Fee	N/A	\$100	Generally \$25 per application \$50 per inspection	New structure: \$200	N/A
7.2.1	Zoning Compliance	Dwelling Unit - Multi Family	Fee	N/A	\$50	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.2.2	Zoning Compliance	Multi Family Building	Fee	N/A	\$100 plus per unit fee	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A
7.2.3	Zoning Compliance	Addition	Fee	N/A	\$50	Generally \$25 per application \$50 per inspection	\$100 (all zoning compliance)	N/A

7.2.4	Zoning Compliance	Signs	Fee	N/A	\$30 to \$50	N/A	\$100 per sign	N/A
8.1.1	Zoning Administration	Miscellaneous		N/A	N/A	N/A	\$50 or 15% cost of service, whichever greater	N/A
8.1.2	Zoning Administration	Zoning Verification Letter	Fee	N/A	N/A	\$80	Residential letter + inspection: \$75 Non-res letter + inspection: \$250	N/A

Prepared by Carlisle/Wortman Associates, Inc
5/16/2023

The fee categories shown in this table do not always reflect the categories of each communities' adopted fee schedule. Fee categories and category terminology varies between communities, and so some categories were renamed to facilitate a comparison. Some communities may not apply all of their fees as shown in this table, and some fees may be missing.

Fees listed as not available (N/A) were not identified when the table was prepared, although they may still apply.

The fees shown in this table are based on the most recent fee schedules published by each community, although they may not reflect each communities' current fee amounts.

Superior Charter Township Utility Department Employment Position Description

Position: Accountant/Billing Specialist

Status: Part Time (32 hours)

Reports to: Utility Director

Pay rate: \$36.10/hr.

Summary: Primary responsibilities include preparing monthly residential and commercial utility bills. Serve as a back up to the Controller for the Utility Department accounting needs. Provide administrative and office support to the Utility Department. Performs other related duties as required.

Responsibilities:

- Prepare monthly commercial and residential bills ensuring accuracy while adhering to billing schedules
- Monitor accounts for billing accuracy and troubleshoot/resolve issues
- Perform account reconciliations/history as needed for customers
- Work with Utility Techs to ensure accuracy of meter reads and resolve problems that may arise
- Compile water/sewer usage and revenue billing reports for Controller
- Create monthly water/sewer usage spread sheet reports for St. Joseph Hospital and campus
- Respond to customer inquiries regarding accounts, bills and payments
- Handle customer water bill disputes and provide resolutions to customer complaints
- Interpret administrative policies and resolve payment and service issues
- Identify billing software glitches, issues or problems and utilize resources for resolutions
- Complete final read requests and issue bills in a timely manner
- Process applications for new water and sewer service accounts
- Assist builders/developers with utility service permits and other requests
- Create and maintain bankruptcy accounts and initiate necessary actions with attorneys
- Oversee commercial and residential ACH program ensuring continuity
- Serve as back up to the Controller for Utility Department accounting duties as needed
- Process disbursement requests for special projects with OHM
- Coordinate backflow prevention device repairs, notices and compliance with residential customers
- Maintain database accuracy for residential backflow prevention program
- Enforce backflow prevention policy, inspections, and procedures with maintenance staff
- Oversee Lead and Copper testing for residential program
- Fully train Utility Clerk for all job responsibilities
- Provide back-up for phones and support to Utility Clerk as needed
- Perform other duties as required for the operation of the department and as requested

Required Skills, Knowledge and Qualifications:

A minimum of three years in customer account billing required. Working knowledge of BS&A Utility Billing Software experience preferred. Proficiency with MS Word, Excel and Outlook required. Extensive knowledge and experience in handling customer accounts and issues. Demonstrate

analytical and critical thinking skills where needed. Display excellent written and verbal communication skills. Must multi-task and work independently and meet deadlines. Related college course work preferred, must be high school graduate.

Superior Township Utility Department Employment Position Description

Position: Accountant/Utility Billing Specialist

Status: Part Time (32 hours)

Reports to: Utility Director

Pay rate: \$34-\$42/hr.

Summary: Primary responsibilities include performing routine accounting functions for the day-to-day operations of the Utility Department. Preparing monthly residential and commercial utility bills. Provide administrative and office support to the Utility department and other related duties as required.

Responsibilities:

- Fulfill routine accounting functions for the Utility Department to include daily, monthly, quarterly and annually
- Prepare monthly commercial and residential bills ensuring accuracy while adhering to billing schedules
- Monitor accounts for billing accuracy and troubleshoot/resolve issues
- Perform account reconciliations/history as needed for customers
- Work with Utility Techs to ensure accuracy of meter reads and resolve problems that may arise
- Compile water/sewer usage and revenue billing reports for accounting
- Create monthly water/sewer usage spread sheet reports for Trinity Health and campus
- Provide back-up and administrative support for the Utility Director as needed
- Serve as primary back-up to the Billing Specialist/Residential Liaison position to include backflow prevention programs for residential and commercial accounts as needed.
- Respond to customer inquiries regarding accounts, bills and payments
- Handle customer water bill disputes and provide resolutions to customer complaints
- Interpret administrative policies and resolve payment and service issues
- Identify billing software glitches, issues or problems and utilize resources for resolutions
- Complete final read requests and issue bills in a timely manner
- Process applications for new water and sewer service accounts
- Assist builders/developers with utility service permits and other requests
- Create and maintain bankruptcy accounts and initiate necessary actions with attorneys
- Oversee commercial and residential ACH program ensuring continuity
- Process disbursement requests for special projects with OHM
- Coordinate backflow prevention device repairs, notices and compliance with residential customers
- Maintain database accuracy for residential backflow prevention program
- Enforce backflow prevention policy, inspections, and procedures with maintenance staff
- Oversee Lead and Copper testing for residential program
- Fully train Utility Clerk for all job responsibilities
- Provide back-up and support to the Utility Clerk position as needed
- Perform other duties as required for the operation of the department and as requested

Required Skills, Knowledge and Qualifications:

A minimum of three years in customer account billing required. Business knowledge and experience with general accounting. Working knowledge of BS&A Utility Billing Software, experience preferred. Proficiency with MS Word, Excel and Outlook required. Extensive knowledge and experience in handling customer accounts and issues. Demonstrate analytical and critical thinking skills where needed. Display excellent written and verbal communication skills. Must multi-task and work independently and meet deadlines. Related college course work preferred, must be high school graduate.



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

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

SUPERIOR TOWNSHIP
 3040 N PROSPECT RD

 YPSILANTI, MI 48198-

OWNER

SUPERIOR FIRE DEPT.
 3040 NORTH PROSPECT RD

 YPSILANTI, MI 48198-
 VICTOR CHEVRETTE - 734 5644675

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-MAY-2025		14-MAY-2025	X15 CM2350 X116B		KME KOVATCH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
198778		15-MAY-2025	80010746		PREDATOR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271943			16832		11-1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
			OSN/MSN/VIN 4S7BT9LLT003040				
			COMPLAINT	APPLIED TO WO CUST STATES MULTIPLE CHECK/STOP ENGINE LIGHTS. TRUCK WILL NOT REGEN BUT STARTED REGEN AS IT WAS PULLING IN- UNIT SEEMS TO HAVE LACK OF POWER AND IS SLUGGISH- CHECK ADVISE			
			CAUSE	ECM IS CURRENTLY AT HD10115.06 AND IS GOING TO .23 ACTIVE 1921 AND RECENT INACTIVE 1981 AND 1922			
			CORRECTION	LACK OF TEMPERATURE RISE AND PLUGGING OF THE DPF TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENT JOB SAFETY ASSESSMENT AFTERTREATMENT DIESEL PARTICULATE FILTER DIFFERENTIAL PRESSURE SENSOR - REMOVE AND INSTALL - X15 CM2350 X116B AIR HANDLING PERFORMANCE - TEST (CMI) AFTERTREATMENT DIESEL PARTICULATE FILTER (DPF) - REGENERATION TEST (CMI) ELECTRONIC SERVICE TOOL - OPERATE SIGNATURE ENGINES AFTERTREATMENT DIESEL OXIDATION CATALYST, (HORIZONTAL) - REMOVE AND INSTALL - X15 CM2350 X116B			
			COVERAGE	THANK YOU FOR YOUR BUSINESS CUST BILLABLE			
			REMARK	THANK YOU FOR USING CUMMINS SALES & SERVICE.			

DIAGNOSTIC CHARGE:		624.00
1	0 5509710RX ORDERED ITEM 4394599RX DRC	6,278.78 6,278.78
1	0 4394599D MODULE, INLET CATALYST	540.00 540.00
-1	0 4394599D MODULE, INLET CATALYST	540.00 - 540.00
1	0 5633757 KIT,PARTICULATE FILTER	3,570.69 3,570.69

Completion date : 14-Jun-2025 09:57AM. Estimate expires : 13-Jun-2025 10:04AM.

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 _____

TERMS AND CONDITIONS

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 is duly 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 on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amount due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, 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, and any 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. 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.

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 ("Service(s)") 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) this 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 contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

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, workers, invitees, or any other person, or property, or any other physical or financial damage, or stoppage of operations, or alteration of the Equipment, or any other consequences 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. 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 of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, 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.

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, 25,000 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, DAMAGES 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 AND JURISDICTION.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

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, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a 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 shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

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. **MISCELLANEOUS.** All notices, including but not limited to disputes 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 addressee set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written 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, 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.

19. 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

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

SUPERIOR TOWNSHIP
 3040 N PROSPECT RD

 YPSILANTI, MI 48198-

OWNER

SUPERIOR FIRE DEPT.
 3040 NORTH PROSPECT RD

 YPSILANTI, MI 48198-
 VICTOR CHEVRETTE - 734 5644675

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
15-MAY-2025		14-MAY-2025	X15 CM2350 X116B		KME KOVATCH
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
198778		15-MAY-2025	80010746		PREDATOR
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
271943			16832		11-1

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		4S7BT9LLT003040					
		ORDERED ITEM	5579297	CECO			
1	0	5492073		SENSOR,DFN PRESSURE	CECO	171.99	171.99
1	0	5507309		KIT,PRESSURE SENSOR	CECO	342.37	342.37
1	0	5290118		CLAMP,V BAND	CECO	77.65	77.65
1	0	2866636		GASKET,AFM DEVICE INLET	CECO	18.91	18.91
2	0	061062V001		MOUNTING STRAPS	EXPART3	325.17	650.34

TAX EXEMPT NUMBERS

PARTS: 11,110.73
 PARTS COVERAGE CREDIT: 0.00CR

Courtesy Inspection :

TOTAL PARTS: 11,110.73
 SURCHARGE TOTAL: 0.00
 LABOR: 1,456.00
 LABOR COVERAGE CREDIT: 0.00CR
 TOTAL LABOR: 1,456.00
 MISC.: 0.00
 MISC. COVERAGE CREDIT: 0.00CR
 TOTAL MISC.: 0.00
 LOCAL 0.00

Completion date : 14-Jun-2025 09:57AM. Estimate expires : 13-Jun-2025 10:04AM.

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: 13,190.73
 TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 13,190.73

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

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 is duly 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 on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amount due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, 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, and any 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. 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.

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 ("Service(s)") 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) this 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 contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

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, workers, invitees, or any other person, or property, or any other physical or financial damage, or stoppage of operations, or other consequences, and shall take 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. 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 of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, 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.

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.

8. **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 OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. 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.**

9. **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 OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. 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.**

10. **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, 25,000 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.

11. **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.

12. **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.

13. **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, DAMAGES 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.

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

15. **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.

16. **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.

17. **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.

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

19. **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.

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

21. **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.

22. **MISCELLANEOUS:** All notices, including but not limited to disputes 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 addressee set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is written 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.

23. **ENTIRE 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, 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.

24. **DISCRIMINATION:** 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.

25. **FORCE MAJEURE:** 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.

26. **FORCE MAJEURE:** 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.

27. **FORCE MAJEURE:** 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.

28. **FORCE MAJEURE:** 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.

29. **FORCE MAJEURE:** 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.

30. **FORCE MAJEURE:** 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.

31. **FORCE MAJEURE:** 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.

32. **FORCE MAJEURE:** 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.

33. **FORCE MAJEURE:** 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.

34. **FORCE MAJEURE:** 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.

35. **FORCE MAJEURE:** 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.

36. **FORCE MAJEURE:** 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.

37. **FORCE MAJEURE:** 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.

38. **FORCE MAJEURE:** 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.

39. **FORCE MAJEURE:** 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.

40. **FORCE MAJEURE:** 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.

41. **FORCE MAJEURE:** 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.

42. **FORCE MAJEURE:** 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.

43. **FORCE MAJEURE:** 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.

44. **FORCE MAJEURE:** 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.

45. **FORCE MAJEURE:** 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.

46. **FORCE MAJEURE:** 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.

47. **FORCE MAJEURE:** 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.

48. **FORCE MAJEURE:** 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.

49. **FORCE MAJEURE:** 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.

50. **FORCE MAJEURE:** 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.

51. **FORCE MAJEURE:** 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.

52. **FORCE MAJEURE:** 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.

53. **FORCE MAJEURE:** 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.

54. **FORCE MAJEURE:** 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.

55. **FORCE MAJEURE:** 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.

56. **FORCE MAJEURE:** 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.

57. **FORCE MAJEURE:** 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.