

TO: Hamburg Township Board

FROM: Tony Randazzo, Director of Technical & Utility Services

DATE: August 26th, 2025

AGENDA ITEM TOPIC: Generator Maintenance Agreement

Number of Supporting Documents: **04**

Requested Action

- Motion to approve a three-year maintenance agreement with Total Energy Systems, LLC for a total amount of \$17,388.00, to perform annual full service and a semiannual inspection on six township owned generators.

Background

We have obtained a third quote for generator maintenance since the last meeting and have also had the Cummins quote updated so it covers six generators, thus making the quotes easier to compare.

The total price of each quote:

Total Energy Systems: \$17,388.00
Cummins Sales and Service: \$20,823.06
Wolverine Power Systems: \$24,450.00

The six generators are located at: Fire Station #11, Fire Station #12, the Police Department, Wastewater Treatment Plant, Kress Rd. pumping station and the DPW maintenance barn. The contract is billed on a semi-annual basis after inspections are carried out. By locking into a three-year agreement, we will save money compared to paying as we go. The yearly cost will remain the same for the length of the contract. The expense will be charged to each department's respective building maintenance or equipment maintenance line item as it has in years past.

Fiscal Considerations

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

Are funds budgeted? Yes ☒ No ☐

Fiscal year affected: 2025/2026

Is a budget amendment required? Yes ☐ No ☒

General Ledger numbers affected: 590.527.931, 590.537.931, 207.000.932,
206.000.932



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.2

Estimate Date: 08/05/2025

Fire Station 2 – Baldor IGLC125N – P0802040002

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
2. Additional Inspection/Testing Visits: Perform detailed inspections, building load tests, customer orientation, and minor repairs (with approval).

Annual Full Service	\$459.00	
Annual Full Service +Semi-Annual Inspection	\$675.00	
Annual Full Service + Quarterly Inspections	\$1,107.00	

3. Load Bank Testing: The only reliable way to fully exercise the generator system. Standard exercising tests only the engine. JCAHO and NFPA 110 mandate load bank testing under specific conditions. Performed during a Planned Maintenance visit.

2-Hour Load Bank Test	\$612.00	
4-Hour Load Bank Test	\$932.00	
NFPA (4hr, 2hr, 2hr over three years)	\$2,156.00	

4. Fluid Analysis: Collect engine oil, coolant, and diesel fuel samples (where applicable) for independent lab analysis.

Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature _____ Date _____



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.4

Estimate Date: 08/05/2025

6400 E. M-36 – Spectrum 600DS60 – 396989

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection+2-Hour Load Bank Test**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
2. Additional Inspection/Testing Visits: Perform detailed inspections, building load tests, customer orientation, and minor repairs (with approval).

Annual Full Service	\$1,001.00	
Annual Full Service +Semi-Annual Inspection	\$1,217.00	
Annual Full Service + Quarterly Inspections	\$1,649.00	

3. Load Bank Testing: The only reliable way to fully exercise the generator system. Standard exercising tests only the engine. JCAHO and NFPA 110 mandate load bank testing under specific conditions. Performed during a Planned Maintenance visit.

2-Hour Load Bank Test	\$1,112.00	
4-Hour Load Bank Test	\$1,432.00	
NFPA (4hr, 2hr, 2hr over three years)	\$3,656.00	

4. Fluid Analysis: Collect engine oil, coolant, and diesel fuel samples (where applicable) for independent lab analysis.

Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	
Diesel Fuel Analysis	\$140.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature _____

Date _____



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.7

Estimate Date: 08/05/2025

Kress Road - Kohler 150ROZJ – 364513

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection+2-Hour Load Bank Test**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
2. Additional Inspection/Testing Visits: Perform detailed inspections, building load tests, customer orientation, and minor repairs (with approval).

Annual Full Service	\$760.00	
Annual Full Service +Semi-Annual Inspection	\$976.00	
Annual Full Service + Quarterly Inspections	\$1,408.00	

3. Load Bank Testing: The only reliable way to fully exercise the generator system. Standard exercising tests only the engine. JCAHO and NFPA 110 mandate load bank testing under specific conditions. Performed during a Planned Maintenance visit.

2-Hour Load Bank Test	\$612.00	
4-Hour Load Bank Test	\$932.00	
NFPA (4hr, 2hr, 2hr over three years)	\$2,156.00	

4. Fluid Analysis: Collect engine oil, coolant, and diesel fuel samples (where applicable) for independent lab analysis.

Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	
Diesel Fuel Analysis	\$140.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature_____

Date_____



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.9

Estimate Date: 08/05/2025

Police – Katolight D150FXJ4 – LM23397

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection+2-Hour Load Bank Test**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
2. Additional Inspection/Testing Visits: Perform detailed inspections, building load tests, customer orientation, and minor repairs (with approval).

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Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	
Diesel Fuel Analysis	\$140.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature _____

Date _____



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.8

Estimate Date: 08/05/2025

Fire Station 11 – Katolight D150FPJ4 – LM230830

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection+2-Hour Load Bank Test**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
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Annual Full Service	\$760.00	
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Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	
Diesel Fuel Analysis	\$140.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature_____

Date_____



Total Energy Systems, LLC

Hamburg Township
PO Box 157
Hamburg, MI 48139
Ryan Ward
810.599.5781
rward@hamburg.mi.us

Planned Maintenance Agreement

Estimate Number: 1099820250805.12

Estimate Date: 08/05/2025

Towable – Kohler 125ROZJ71 – 325754

The maintenance plans outlined below are designed with flexibility to accommodate your unique needs. We understand that maintenance requirements vary, so we've created a range of customizable options to help ensure your equipment receives the right level of care and attention. Because of the nature of this machine, we are recommending **Annual Full Service +Semi-Annual Inspection+2-Hour Load Bank Test**

1. Annual Full Service: Replace engine oil, oil filters, and fuel filters (where applicable). Complete a detailed maintenance checklist, including visual inspections, functional testing, and securing connections on the generator and transfer switch.
2. Additional Inspection/Testing Visits: Perform detailed inspections, building load tests, customer orientation, and minor repairs (with approval).

Annual Full Service	\$760.00	
Annual Full Service +Semi-Annual Inspection	\$976.00	
Annual Full Service + Quarterly Inspections	\$1,408.00	

3. Load Bank Testing: The only reliable way to fully exercise the generator system. Standard exercising tests only the engine. JCAHO and NFPA 110 mandate load bank testing under specific conditions. Performed during a Planned Maintenance visit.

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4. Fluid Analysis: Collect engine oil, coolant, and diesel fuel samples (where applicable) for independent lab analysis.

Engine Oil Analysis	\$25.00	
Coolant Analysis	\$25.00	
Diesel Fuel Analysis	\$140.00	

Prices listed are per year and during normal business hours.

**** NFPA Load Bank Pricing Includes Three Years of Testing****

* Please Indicate the Months you would like this work performed. _____

* Please Indicate the length of Agreement you would like. _____

* If additional Repairs are recommended, please indicate the dollar amount not to exceed without customer approval. _____

* Purchase Order Number (if applicable) _____

Signature_____

Date_____



PLANNED MAINTENANCE AGREEMENT

This Planned Maintenance Agreement ("Agreement") is made between **TOTAL ENERGY SYSTEMS** and the **Generator Set Owner** to ensure the proper maintenance of the standby generator set(s) and associated equipment listed. The objective of this Agreement is to minimize the need for emergency repairs and ensure efficient operation through routine servicing by trained technical personnel at a cost-effective rate.

Following each planned maintenance inspection, a detailed service checklist will be provided to the owner, confirming that the scheduled maintenance has been completed and identifying any additional parts or labor required. Generator set owner is responsible for cost of rental generator required during maintenance of existing generator. Any necessary repairs or component replacements not specifically covered by this Agreement will be billed at the prevailing rates in effect at the time of service.

This Agreement does not cover parts, labor, or travel expenses related to repairs necessitated by abuse, neglect, accidents, theft, third-party interference, acts of nature, or unauthorized modifications to the equipment. Additionally, major engine failures or generator overhauls are excluded and will require a separate purchase order. **TOTAL ENERGY SYSTEMS** shall not be held responsible for service delays or failures due to circumstances beyond its control, including but not limited to strikes, labor disputes, or other unforeseen events.

Pricing for services outlined in this Agreement will remain fixed for the first three (3) years.

Following this period, pricing will be subject to a 12% increase every three (3) years. This Agreement will automatically renew ("evergreen") under the same terms unless either party provides written notice of cancellation at least 30 days prior to the renewal date.

This Agreement is non-transferable without prior written consent from **TOTAL ENERGY SYSTEMS** and will remain in effect until terminated by either party through written notice.

TOTAL ENERGY SYSTEMS shall not be liable for any special, incidental, or consequential damages, including but not limited to loss of time, injury to persons or property, or economic loss. All other warranties, whether express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed.

A complete set of Total Energy Systems Terms & Conditions can be found at totalenergysystems.com and are included by reference to this agreement and supersede any other terms and conditions on this or any prior documents.



Sales and Service

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

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
HAMBURG TWP	Contact: Tony Randazzo	Quote Date: 19-AUG-25
PO BOX 157	Phone: 810 231-1000	Quote Expires: 23-SEP-25
Hamburg, MI 48139	Fax: 810 231-4295	Quote Num: 252736
	Cust Id: 222117	Quoted By: John D Prill
		Quote Term: 3 Year(s)

Site Information

1	HAMBURG TWSP.	PO BOX 157	HAMBURG	MI	48139
2	WWTP 6400 E M-36	6400 E. M-36	WHITMORE LAKE	MI	48137
3	HAMBURG FIRE STATION	10100 VETERAN MEMORIAL DR	HAMBURG	MI	48139
4	HAMBURG FIRE	3666 M 36	WHITMORE LAKE	MI	48189
5	HAMBURG POLICE	10409 MERRILL RD	WHITMORE LAKE	MI	48189

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	KRESS GENERA	1 KOHLER	GEN SET	150ROZJ71	364513	ST
1	WWTP PORTABL	KOHLER	GENSET	125ROZJ	325754	ST
2	WWTP 6400 E. M-	DETROIT DIESEL	GEN SET	600DS60	396989	ST
3	P0802040002	BALDOR	GEN SET	IGLC125N-G	P0802040002	ST
4	FIRE DEPT. M-36	KATOLIGHT	GENSET	D150FXJ4 150KW	LM230830	ST
5	POLICE DEPT.	KATOLIGHT	GEN SET	D150FXJ4 150KW	LM233967	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	KRESS	FULL SERVICE	3	645.60	1,936.80
	GENERATOR	INSPECTION	3	298.88	896.64
1	WWTP	FULL SERVICE	3	653.10	1,959.30
	PORTABLE	INSPECTION	3	306.38	919.14
2	WWTP 6400 E.	FULL SERVICE	3	1,406.20	4,218.60
	M-	INSPECTION	3	373.59	1,120.77
3	P0802040002	FULL SERVICE	3	645.60	1,936.80
		INSPECTION	3	298.88	896.64
4	FIRE DEPT. M-36	FULL SERVICE	3	761.45	2,284.35
		INSPECTION	3	414.72	1,244.16
5	POLICE DEPT.	FULL SERVICE	3	741.67	2,225.01
		INSPECTION	3	394.95	1,184.85

Generator Planned Equipment Maintenance Quote

This quote reflects services completed during regular business hours unless otherwise noted.
 Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
HAMBURG TWP PO BOX 157 Hamburg, MI 48139	Contact: Tony Randazzo Phone: 810 231-1000 Fax: 810 231-4295 Cust Id: 222117	Quote Date: 19-AUG-25 Quote Expires: 23-SEP-25 Quote Num: 252736 Quoted By: John D Prill Quote Term: 3 Year(s)

Service/Scheduled Month

Based on previous PM schedule, services are tentatively scheduled for:

FULL SERVICE - September 2025
INSPECTION - March 2026
FULL SERVICE - September 2026
INSPECTION - March 2027
FULL SERVICE - September 2027
INSPECTION - March 2028

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Dan Prill
john.prill@cummins.com
651-286-2223

Payment Information:

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

Please provide PO#s (if applicable) and include your updated contact information.

PO#: _____ Amount: _____
Name, phone & email to receive invoices _____
Name, phone & email to receive statements _____
Name, phone & email to receive billing inquiries _____

Purchase order must be made out to or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:

Erin Plouff
erin.terlecky@cummins.com
248-207-8664

Standard Agreement Amount	\$20,823.06
Proposal Total	\$20,823.06

THERE ARE ADDITIONAL CONTRACT TERMS AND
CONDITIONS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATIONS OF



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
HAMBURG TWP	Contact: Tony Randazzo	Quote Date: 19-AUG-25
PO BOX 157	Phone: 810 231-1000	Quote Expires: 23-SEP-25
Hamburg, MI 48139	Fax: 810 231-4295	Quote Num: 252736
	Cust Id: 222117	Quoted By: John D Prill
		Quote Term: 3 Year(s)

WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, 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 other 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 perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, 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. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended 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.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. **AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR 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.**

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

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

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

8. TERMINATION FOR DEFAULT. 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 parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. 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 in accordance with Section 1.

9. 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.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

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

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

13. 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.

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

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

16. 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 Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. 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.

Generator Planned Equipment Maintenance



INSPECTION

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

BATTERIES AND BATTERY CHARGER

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

FUEL SYSTEM

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

COOLING SYSTEM

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

LUBRICATION SYSTEM

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

GENSET CONTROLS AND ACCESSORIES

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

INTAKE AND EXHAUST SYSTEMS

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

GENERAL CONDITIONS

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

TRANSFER SWITCH

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

AFTERTREATMENT (Upon request)

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

SWITCHGEAR (Upon Request)

- Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

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

LUBRICATION OIL & FILTRATION SERVICE

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

* Additional Charge

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

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

AUGUST 20, 2025

 HAMBURG TOWNSHIP
 P.O. BOX 157
 HAMBURG, MI 48139

We would like to offer you one of our scheduled maintenance programs for your backup power system. Regular scheduled maintenance is a vital part of keeping your generators functional and ready to work when you need them.

Below you will find options for providing regular maintenance on your generators and their respective pricing. You will find a detailed description of what is included in each program on the enclosed Maintenance Program Checklist. To sign up, simply check your preferred level of maintenance, along with the month you would like us to start and return the signed agreement to us within 30 days to secure the rates quoted below.

- ☐ **Level 2** Maintenance Program on 6 units*
 (Includes Two (2) Visits Annually – Major & Minor)
- Program Price- **3YR**
\$ 24,450.00
- Starting Month _____

- ☐ **Optional:** 2hr Load Bank test on 6 units* (Year 1 Only) **\$ 4,150.00**
- To be performed during one of the PM visits*

*Refer to below list of your units and price breakdown:

	Location	Make	Model#	Serial#	kW	LEVEL 2		2hr LB
						Major	Minor	
PUMP STATION	9464 Kress Rd. Pinckney, MI 48169	KOHLER	150ROZJ71	364513	150	\$600	\$500	\$650
WWTP	6400 E. M-36 Whitmore Lake, MI 48189	DETROIT DIESEL	600DS60	396989	600	\$1850	\$800	\$900
WWTP-MOBILE	6400 E. M-36 Whitmore Lake, MI 48189	KOHLER	125ROZJ71	325754	125	\$600	\$500	\$650
FIRE DEPT	10100 Veterans Memorial Dr. Whitmore Lake, MI 48189	BALDOR	IGLC125N-G	P08002040002	125	\$600	\$500	\$650
FIRE DEPT	3666 E. M-36 Pinckney, MI 48189	KATOLIGHT	D150FXJ4150KW	LM230830	150	\$600	\$500	\$650
POLICE DEPT	10409 Merrill Rd. Whitmore Lake, MI 48189	KATOLIGHT	D150FXJ4150KW	LM233967	150	\$600	\$500	\$650

Scheduling Contact: _____ Phone: _____

Secondary Phone Number: _____ Email: _____

- ☐ I would prefer to have my paperwork sent via email.

Billing address (if different)
 Street Address: _____
 Street Address 2: _____
 City: _____ State: _____ Zip Code: _____

This agreement is good for 3 years and payment is due prior to each inspection, or per established credit terms. Prices do not include applicable tax or surcharges and are subject to change without notice. Customer must submit 30-day written notice to cancel this agreement and any related inspections. This agreement is subject to our full Terms and Conditions found at [HTTPS://WOLVERINEPOWER.COM/PMA/](https://wolverinepower.com/pma/) on our website. Wolverine Power Systems reserves the right to cancel this agreement, at any time, and refuse service upon Customer's failure to comply with the payment requirements set forth herein. In the event of Customer breach, Wolverine Power Systems assumes no obligation for continued service and shall not be liable for any damages, claims, or injuries of any nature or type, including consequential damages.

 Authorized By (Please Print)

 Signature

 Date

Please send completed documents to one of the following:

Wolverine Power Systems
 3229 80th Avenue
 Zeeland, MI 49464

Email: pm@wolverinepower.com

ENGINE-DRIVEN GENERATOR MAINTENANCE PROGRAMS

Level 1 Maintenance Program Checklist

One scheduled visit per year which includes, but is not limited to:

- Battery and Charger Inspection of:
 - Fluid Level
 - Voltage
 - Cable & Connections
 - Charger output
- Engine, Inspection of:
 - Oil Pressure
 - Cranking Voltage
 - Safety Shutdowns and Pre-Alarms
 - Crankcase Blow-by
 - Lube Level
 - Spark Plugs
 - Leaks
 - Abnormal Noise or Vibration
 - Alternator Output
- Generator Inspection of:
 - Exciter
 - Stator
 - Brushes & Holders
 - Collector Rings
 - AC Windings
- Fuel System Inspection
 - Flex Fuel Lines
 - Leaks
- Control Panel Inspection
 - Voltage Regulator
 - Engine Monitors
 - Wiring & Relays
 - Indicator Bulbs
 - Connections
- Regular Maintenance - Annually
 - Change Engine Oil & Oil Filter
 - Change Fuel Filter (As needed – Additional Charge)
 - Adjust Valve Lash
 - Lubricate Generator Bearings
 - Replace Spark Plugs (As needed - Additional Charge)
 - Change Air Filter (As needed – Additional Charge)
- Regular Maintenance – Every 3 Years
 - Replace Engine Coolant (Additional Charge – T&M)
 - Change Batteries (Additional Charge)
 - Change Block Heater Hoses (Additional Charge – T&M)

Level 2 Maintenance Program Checklist

Two scheduled visits per year which include, but is not limited to:

- Battery and Charger Inspection of:
 - Fluid Level
 - Voltage
 - Cable & Connections
 - Charger output
- Engine, Inspection of:
 - Oil Pressure
 - Cranking Voltage
 - Safety Shutdowns and Pre-Alarms
 - Crankcase Blow-by
 - Lube Level
 - Spark Plugs
 - Leaks
 - Abnormal Noise or Vibration
 - Alternator Output
- Generator Inspection of:
 - Exciter
 - Stator
 - Brushes & Holders
 - Collector Rings
 - AC Windings
- Fuel System Inspection
 - Flex Fuel Lines
 - Leaks
- Control Panel Inspection
 - Voltage Regulator
 - Engine Monitors
 - Wiring & Relays
 - Indicator Bulbs
 - Connections

One of the scheduled visits will also include:

- Regular Maintenance - Annually
 - Change Engine Oil & Oil Filter
 - Change Fuel Filter (As needed – Additional Charge)
 - Adjust Valve Lash
 - Lubricate Generator Bearings
 - Replace Spark Plugs (As needed - Additional Charge)
 - Change Air Filter (As needed – Additional Charge)
- Regular Maintenance – Every 3 Years
 - Replace Engine Coolant (Additional Charge – T&M)
 - Change Batteries (Additional Charge)
 - Change Block Heater Hoses (Additional Charge – T&M)

LOAD-BANKING OPTION

Load Bank testing is a practical method of testing the generator's output under realistic circumstances. Providing on-demand power is the essential directive for a generator. Exercising at less than 100% full-rated load can cause generator systems to run less reliably over time. Load bank testing rids the exhaust ports and valves of carbon and cylinder-bore buildup, as well as reveals frail electrical components. This can be performed without disabling or interrupting the generator's capabilities. This is normally a process for customers in which we incrementally increase the kW load and record several different readings on a 15-minute interval. Load bank testing will ensure that your generator complies with the industry code requirement of NFPA-110, Standard for Emergency and Standby Power Systems.