



Milton Township

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

Agenda for Milton Township Regular Board Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday January 21, 2020 7:00 P.M.

Call to Order/Pledge of Allegiance:

Community Reports:

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

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

Board Member Comments:

Approval of Agenda:

Approval of Previous Minutes:

Business (w/attendees):

Old Business:

New Business:

1. Accept Planning Commission Resignation
2. Planning Commission Appointments
3. Generator
4. Speed Sign

Financial Report:

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

Adjournment:



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Minutes for Milton Township Board of Trustees Regular Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday November 12, 2019 7:00 P.M.

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

Members Present: Supervisor Eric Renken, Clerk Steve Sante, Trustee Rich Mullin

Community Reports: No report given.

SMCAS: Renken indicated there was no SMCAS or fireboard meeting.

Visiting Officials: Robert Benjamin, whom is a Cass County Commissioner, provided a lengthy report. Items reported by Benjamin include the following:

Approval of plan for historic courthouse
Working with loss of funds cut from sheriff department
Need qualified individuals to serve on county boards

Sheriff Behnke also provided a report. He indicated there has been several car thefts in the Cassopolis and Vandalia areas. There were several accidents after the first snow. A recent drug take back was successful. Approximately 390 pounds were taken. The department is raising money for charitable organizations in the county.

Members of Public Wanting to Speak: None

Board Member Comments: Renken indicated the recent meeting with other supervisors in the county was useful.

Approval of Agenda:

Motion: Renken made a motion to approve the agenda as presented

Second: Mullin

Discussion: None

All Voted Yes

Motion Carried

Approval of past minutes

Motion: Sante made a motion to approve the 10/8/19 minutes as presented

Second: Mullin

Discussion: None

All Voted Yes

Motion Carried

Business with Attendees

The board had a lengthy discussion on sharing the speed sign with the Cass County Sherriff's Office. It was discussed the two entities would work out an agreement for them to deploy our sign.

New Business:**Snow RFP**

One snow RFP was received.

Motion: Renken made a motion to approve the snow RFP received from Nick Williamson

Second: Sante

Discussion: None

Roll Call: Sante Yes, Mullin Yes, Renken Yes

Motion Carried

BOT Meeting Dates

Motion: Sante made a motion to set the 2020 BOT meeting dates to the 3rd Tuesday of each month.

Second: Sante

Discussion: None

All Voted Yes

Motion Carried

Holiday Schedule:

Motion: Renken made a motion setting the Holiday Schedule for 2020 as proposed in the board packet.

Second: Sante

Discussion: None

All Voted Yes

Motion Carried

Resolution of Appreciation

Motion: Renken made a motion to approve resolution 2019-19R in appreciation of Revana Stewart.

Second: Sante

Discussion: None

Roll Call: Sante Yes, Mullin Yes, Renken Yes

Motion Carried

Secretary Position

Motion: Renken made a motion allowing the administrative assistant to do interviews for a new person to fill the secretary roll.

Second: Sante

Discussion: None

Roll Call: Sante Yes, Mullin Yes, Renken Yes

Motion Carried

Budget Hearings-Tabled

Cass County Hazard Mitigation Plan-Tabled

Township Merger

Motion: Renken made a motion to dissolve the township merger board

Second: Sante

Discussion: None

Roll Call: Sante Yes, Mullen Yes, Renken Yes

Motion Carried

Township Budget

Motion: Sante made resolution 2019-20R to amend to 2019-2020 fiscal year budget as follows:

101-265-931.3	Mow Services	\$593.00
101-265-710	Event Manager Pay	\$500.00
101-446-969.5	MUP Design	\$1,300
101-850-822.2	Medicare Match	\$2,000
669	Township Room Rentals	-\$500
101-265-933.3	Township Hall Maint.	-\$555.00
101-215-802.1	Clerk Training	-\$200
101-446-969.2	Striping	-\$2,000
101-528-943	Trash Container	-\$1,138

Second: Mullin

Discussion: None

Roll Call: Sante Y, Mullin Y, Renken Y

Motion Carried

Financial Reports

Flowers reports the township funds total \$589,727.91

Approval of Checks

Motion: Sante made a motion to approve the checks as presented

Second: Mullen

Discussion: None

Roll Call: Sante Y, Mullin Y, Renken Y

Motion Carried

Adjournment:

Motion: Sante made a motion to adjourn at 8:13pm

Second: Renken

Discussion: None

Motion carried unanimously

UNOFFICIAL



Milton Township

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

**Minutes for Milton Township Board of Trustees
Budget Hearing
Milton Township Hall - 32097 Bertrand St., Niles, MI
Tuesday December 10, 2019 7:00P.M.**

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

Members Present: Supervisor Eric Renken, Treasurer Susan Flowers, Clerk Steve Sante, Trustee Rich Mullin, Trustee Paul Romanetz

Members Absent: None

The proposed budget for the ambulance and fire funds was presented to the public.

Public Comment: None

Adjournment

Motion: Flowers made a motion to adjourn at 6:32pm.

Second: Renken

Discussion: None

Motion carried unanimously



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Email: milton@miltontwp.org Website: www.miltontwp.org

Minutes for Milton Township Board of Trustees Regular Meeting Milton Township Hall - 32097 Bertrand St., Niles, MI Tuesday December 10, 2019 7:02 P.M.

Meeting called to order at 7:02pm.

Members Present: Supervisor Eric Renken, Treasurer Susan Flowers, Clerk Steve Sante, Trustee Rich Mullin, Trustee Paul Romanetz

Community Reports:

Planning Commission Ex-Officio: Romanetz reported that the P.C. reviewed and approved its budget. The P.C. is looking at completing a natural features map. Also, a public meeting was held for an amendment of the zoning ordinance section 3.08. Meeting dates were set for 2020.

SMCAS: Renken reports that the finances for S.M. C.A.S are looking favorable. There is presently \$400,000 in their banking accounts.

Visiting Officials: Bob Thompson introduced himself as the new managing director of the CCRC.

Under-Sheriff Roach reported that the CCPD has been doing its annual shop with a cop. He also indicated that there were 47 accidents after the recent snow.

Members of Public Wanting to Speak: None

Board Member Comments: Virginia Kraft reported that the streetlight at the corner of Gumwood and Redfield is out.

Approval of Agenda:

Renken indicated the following additions are required to new business:

- 6. Budgets
- 7. Elections

Motion: Renken made a motion to approve the agenda as amended

Second: Mullin

Discussion: None

All Voted Yes

Motion Carried

New Business:

Gumwood Roundabout Township Cost Sharing

Bob Thompson indicated the grant for this intersection has not been approved or denied yet.

2020 Poverty Exemption

Motion: Renken made resolution 2019-21R approving the 2020 poverty exemption guidelines.

Second: Flowers

Discussion: None

All Voted Yes

Motion Carried

Hazard Mitigation Plan

Motion: Renken made a motion to approve resolution 2019-22R to approve the Cass County Hazard Mitigation Plan.

Second: Sante

Discussion: None

All Voted Yes

Motion Carried

Employee Reorganization

Motion: Renken made a motion approving the secretary position reporting to the administrative assistant.

Second: Romanetz

Discussion: None

All Voted Yes

Motion Carried

P.C. Budget

Tabled

Budgets

Motion: Renken made a motion to approve Resolution 2019-23R for the ambulance fund budget.

Second: Sante

Discussion: None

Roll Call: Flowers Yes, Sante Y, Romanetz Y, Mullin Y, Renken Y

Motion Carried

Motion: Renken made a motion to approve Resolution 2019-24R for the fire fund budget.

Second: Sante

Discussion: None

Roll Call: Flowers Yes, Sante Y, Romanetz Y, Mullin Y, Renken Y

Motion Carried

Elections

Sante reported that he would research purchasing a second election machine to help with lines during larger elections. A report later in the year will be provided to the board. No action taken

Township Budget

Motion: Renken made resolution 2019-25R to amend to 2019-2020 fiscal year budget as follows:

101-101-728	Postage Expense	\$1,000.00
101-202-802	Other Acct Fees	\$2,278.00
101-371-724.4	Plumbing Labor	\$2,000.00
101-850-822.1	Pension Match	\$3,000.00
101-850-910	Insurance	<u>\$1.00</u>
		\$8,279.00
101-265-933.2	TH Maintenance	\$1,000
	Consulting	
101-202-802.1	Services	\$500
	General Fund	<u>\$6,779</u>
		\$8,279.00

Second: Sante

Discussion: None

Roll Call: Flowers Yes, Sante Y, Romanetz Y, Mullin Y, Renken Y

Motion Carried

Financial Reports

Flowers reports the township funds total \$632,636.82

Approval of Checks

Motion: Sante made a motion to approve the checks with the following additions:

Bauckham, Sparks, Thall, Seeber, & Kaufman, PC	\$970.78
Dobberteen Inspections, Inc.	\$380.00

Second: Renken

Discussion: None

Roll Call: Flowers Yes, Sante Y, Romanetz Y, Mullin Y, Renken Y

Motion Carried

Adjournment:

Motion: Flowers made a motion to adjourn at 7:50pm

Second: Renken

Discussion: None

Motion carried unanimously

Date: January 2, 2020

To: Karen Shirk, PC Chair

Cc: Cori Bucher

Dear Karen,

I have been tasked with establishing a sales territory in western Michigan beginning in January 2020. As such, this will require me to travel more extensively. With that being said I will be more than likely be missing more PC meetings in the coming months. It would not be fair to the PC board that I cannot spend more time on the important issues that the board must deal with. So it is with regret that I must submit my resignation from membership on the Planning Board to be effective immediately.

I have thought long and hard about this decision but it is best for both me and the PC board. I have enjoyed working with all of you and I will continue to support the efforts of the Milton Township Planning Commission in it's efforts to maintain our high quality of life in our beautiful community.

Respectfully Yours,

Ken Filipek

P.S. I will drop off all my manuals, etc., Friday tomorrow Morning



Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
75 Remittance Dr-Ste 1701
Chicago, IL 60675-1701

MISHAWAKA IN BRANCH
3025 NORTH HOME STREET
MISHAWAKA, IN 46545-
(574)252-2154

DO NOT PAY-NOT AN INVOICE.
PLEASE SIGN FOR ACCEPTANCE OF WORK

INVOICE NO
ESTIMATE
REMIT TO: 75 Remittance Dr-Ste 1701

BILL TO

MILTON TOWNSHIP
32097 BERTRAND ST
NILES, MI 49120-7649

OWNER

MILTON TOWNSHIP
32097 BERTRAND ST
NILES, MI 49120-
CORI BUCHAR - 269 591-7979

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
12-DEC-2019			GGHE		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
515602			A140620383		GGHE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
41923			/ 185		A140620383

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN A140620383 YEAR 2014 LICENSE MR428 11/29/17

COMPLAINT

DURING YOUR PLANNED MAINTENANCE SERVICE OUR TECHNICIAN
RECOMMENDED THE FOLLOWING ADDITIONAL REPAIRS:

*BATTERY NEEDS TO BE REPLACED.

NOTE: ESTIMATED TO BE COMPLETED DURING THE NEXT PM SERVICE VISIT.
YOUR NEXT PM VISIT WILL BE IN JUNE 2020. IF YOU CHOOSE TO HAVE IT
COMPLETED BEFOREHAND, THE ESTIMATE WILL NEED TO BE ADJUSTED
ACCORDINGLY.

TO APPROVE THIS ESTIMATE, PLEASE SIGN AND RETURN BY EMAIL TO
PM.REPAIR@CUMMINS.COM OR BY FAX 248-573-4015. IF A PURCHASE ORDER
IS REQUIRED, PLEASE INCLUDE WITH SIGNED ESTIMATE.

***IMPORTANT: PLEASE REFERENCE ESTIMATE#41923 ON ALL
CORRESPONDENCE, INCLUDING PAYMENT.

THANK YOU FOR YOUR CONTINUED BUSINESS AND LOYALTY!

1	P G31 CCA950 RC195	NABS	92.68	92.68
1	CORE	CLEAN	30.00	30.00
-1	CORE	DIRTY	30.00	- 30.00
	PARTS:			92.68
	PARTS COVERAGE CREDIT:			0.00CR
	TOTAL PARTS:		92.68	
	SURCHARGE TOTAL:			0.00
	LABOR:			110.40
	LABOR COVERAGE CREDIT:			0.00CR
	TOTAL LABOR:		110.40	

Completion date : 31-Dec-2019 01:50PM. Estimate expires : 11-Mar-2020 01:51PM.

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, 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") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

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.

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, or labor disputes.

7. LIMITED WARRANTIES.

a. **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.

b. **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.

c. **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.

d. **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.

e. **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.

f. **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, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) 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 EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

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.** 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.

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 licence 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, any and 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. **MISCELLANEOUS.** 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 and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.



Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
75 Remittance Dr-Ste 1701
Chicago, IL 60675-1701

MISHAWAKA IN BRANCH
3025 NORTH HOME STREET
MISHAWAKA, IN 46545-
(574)252-2154

DO NOT PAY-NOT AN INVOICE.
PLEASE SIGN FOR ACCEPTANCE OF WORK

INVOICE NO

ESTIMATE

REMIT TO: 75 Remittance Dr-Ste
1701

BILL TO

MILTON TOWNSHIP
32097 BERTRAND ST
NILES, MI 49120-7649

OWNER

MILTON TOWNSHIP
32097 BERTRAND ST
NILES, MI 49120-
CORI BUCHAR - 269 591-7979

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
12-DEC-2019			GGHE		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
515602			A140620383		GGHE
REF. NO.	SALESPERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
41923			/ 185		A140620383

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		A140620383		YEAR 2014	LICENSE MR428 11/29/17		
				MISC.:			14.35
				MISC. COVERAGE CREDIT:			0.00CR
				TOTAL MISC.:		14.35	
				ELECTRONIC TOOLING FEE			0.00
				HAZ WASTE DISPOSAL			5.52
				SHOP SUPPLIES			8.83
					STATE		6.42

Completion date : 31-Dec-2019 01:50PM. Estimate expires : 11-Mar-2020 01:51PM.

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: 217.43

TOTAL TAX: 6.42

TOTAL AMOUNT: US \$ 223.85

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____

TERMS AND CONDITIONS

These 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") unless a previous written agreement with respect to the Goods and/or Services (as hereinafter defined) has been entered between the parties, in which event, such previous written agreement shall prevail. In the event of any inconsistency between this Agreement and any purchase order, terms and conditions or other document produced or delivered by Customer, the terms and conditions of this Agreement shall prevail.

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 and/or repair ("Services") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. No additional services or goods are included in this Agreement unless agreed upon by the parties in writing, or otherwise, as applicable.

2. **CUSTOMER OBLIGATIONS.** If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. **INVOICING AND PAYMENT.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins.

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.

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, or labor disputes.

7. LIMITED WARRANTIES.

a. **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.

b. **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.

c. **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.

d. **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.

e. **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.

f. **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, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) 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 EVEN IF THE EXCLUSIVE REMEDY IN SECTION 7 IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

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.** 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.

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 licence 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, any and 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. **MISCELLANEOUS.** 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 and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement.

Accrued Wages	101-101-710.2	\$500
Computer Software	101-215-815	\$400
TH Gas	101-265--923.1	\$500
Mow Services	101-265-931.3	\$135
Weather Sirens	101-265-970.2	\$250
Roads-Trash	101-446-969	\$250
Medicare Match	101-850-822.2	<u>\$100</u>
Totals		\$2,135

Offsets

Publications Expense	101-101-731	\$1,000
Telephone		<u>\$1,135</u>
		\$2,135

MILTON TOWNSHIP

BUDGET VS. ACTUALS: FY 2019-2020 - FY20 P&L

April 2019 - March 2020

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Income			
A TAXES			
403 REAL TAXES - CURRENT		133,912.25	-133,912.25
413 DELINQ. & MAY TAX	154.01		154.01
414 DELIQ. INTEREST / PENALTY	143.14		143.14
430 MILTON ALLOCATED TAXES	25,371.95	35,000.00	-9,628.05
447 SUMMER TAX	4,621.10	4,800.00	-178.90
450 ADMIN FEE	23,169.34	55,450.00	-32,280.66
Total A TAXES	53,459.54	229,162.25	-175,702.71
B LICENSES & PERMITS			
472 COMCAST FRANCHISE	23,695.24	26,000.00	-2,304.76
477 BUILDING PERMITS	18,217.00	25,200.00	-6,983.00
477.1 ELECTRICAL PERMITS	9,772.00	14,400.00	-4,628.00
477.2 MECHANICAL PERMITS	9,961.50	9,600.00	361.50
477.3 PLUMBING PERMITS	4,492.00	3,600.00	892.00
Total B LICENSES & PERMITS	66,137.74	78,800.00	-12,662.26
C STATE GRANTS			
574 STATE SHARED REVENUE	222,112.00	307,643.00	-85,531.00
575 METRO FUNDS	4,221.88	3,000.00	1,221.88
Total C STATE GRANTS	226,333.88	310,643.00	-84,309.12
D CHARGES FOR SERVICES			
626 CONDITIONAL USE APPLICATION		300.00	-300.00
627 FOIA FEES		20.00	-20.00
628 LAND SPLIT FEES	1,050.00		1,050.00
628 SITE PLAN REVIEW	2,433.00		2,433.00
628.1 PARCEL BOUNDARY ADJUSTMENT	750.00	500.00	250.00
628.3 REZONING REQUEST APPL.	1,475.00		1,475.00
628.4 LAND SPLIT / DIVISION FEE	105.00		105.00
629 ZBA HEARINGS		500.00	-500.00
631 PTAF		-450.00	450.00
Total D CHARGES FOR SERVICES	5,813.00	870.00	4,943.00
E INTEREST AND RENTS			
665 INTEREST INCOME	6,181.81	600.00	5,581.81
669 Township Room Rentals	7,650.00	4,500.00	3,150.00
670 Table & Chair Rental		20.00	-20.00
Total E INTEREST AND RENTS	13,831.81	5,120.00	8,711.81
F OTHER REVENUES	153.93		153.93
675 DONATIONS & GRANTS		5,000.00	-5,000.00
676 OTHER REVENUES	11,880.98		11,880.98
676.2 SMCAS ANNUAL CONTRACT	160.00	1,250.00	-1,090.00
678 REIMBURSEMENT - ELECTIONS		1,500.00	-1,500.00
Total F OTHER REVENUES	12,194.91	7,750.00	4,444.91

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
Uncategorized Income	284.20		284.20
Total Income	\$378,055.08	\$632,345.25	\$ -254,290.17
GROSS PROFIT	\$378,055.08	\$632,345.25	\$ -254,290.17
Expenses			
101-101-850.1 Internet1	510.07		510.07
101-265-970.2 WEATHER SIREN ELE2	365.86		365.86
A TOWNSHIP BOARD			
101-101-136.5 BUILDING NOTE PMT		128,344.28	-128,344.28
101-101-136.6 EX. BLDG NOTE PMT	7,129.90	7,129.90	0.00
101-101-702 Trustee Salary	4,140.00	5,760.00	-1,620.00
101-101-710 SALARY-AA	29,604.82	36,360.00	-6,755.18
101-101-710.1 SECRETARY WAGES	5,142.50	6,414.72	-1,272.22
101-101-710.2 ACCRUED WAGES	2,305.95	1,915.25	390.70
101-101-725.1 Amb. Board Meet		360.00	-360.00
101-101-725.2 NATS Meetings	101.34	360.00	-258.66
101-101-725.3 FOIA Expense		20.00	-20.00
101-101-725.4 FIRE BOARD MEETIN	60.00	720.00	-660.00
101-101-726 Office Expense	2,456.70	3,000.00	-543.30
101-101-728 Postage Expense	3,711.46	4,000.00	-288.54
101-101-731 Publications Exp.	505.60	2,000.00	-1,494.40
101-101-802.2 Trustee Training		400.00	-400.00
101-101-813 MTA Dues	3,168.51	3,169.00	-0.49
101-101-813.1 NATS Membership		1,850.00	-1,850.00
101-101-815 Computer & Software	2,859.18	4,200.00	-1,340.82
101-101-850 Telephone	3,785.28	6,000.00	-2,214.72
101-101-850.1 Internet	2,016.59	3,620.00	-1,603.41
101-101-861.2 Commitee Mileage		100.00	-100.00
101-101-901 Legal Notices	210.22	800.00	-589.78
101-101-970 Equipment/Furniture	1,972.99	2,000.00	-27.01
Total A TOWNSHIP BOARD	69,171.04	218,523.15	-149,352.11
B SUPERVISOR			
101-171-702 (Salary)	12,825.00	16,200.00	-3,375.00
101-171-702.1 (Deputy Salary)		1,000.00	-1,000.00
Total B SUPERVISOR	12,825.00	17,200.00	-4,375.00
C ELECTIONS			
101-191-705 Wages Elect Inspec	-12.99	900.00	-912.99
101-191-726 Election - Supplies	-41.75		-41.75
101-191-901 Legal Notices		200.00	-200.00
101-191-931.1 Elect Mach Progm	295.00	850.00	-555.00
101-191-933 Elect Machine Maint	100.00	245.00	-145.00
101-191-975 Elec Meal Reimb	0.00	200.00	-200.00
Total C ELECTIONS	340.26	2,395.00	-2,054.74
D CLERK			
101-215-702 Salary-Clerk	17,362.03	21,840.00	-4,477.97
101-215-702.1 Wages - Deputy	280.09	1,000.00	-719.91
101-215-815 Computer Software	1,416.00	1,300.00	116.00
Total D CLERK	19,058.12	24,140.00	-5,081.88
E EXTERNAL AUDITS			

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
101-202-802 Other Acct Fees	10,777.50	10,778.00	-0.50
101-202-802.1 Consulting Srvcs		500.00	-500.00
Total E EXTERNAL AUDITS	10,777.50	11,278.00	-500.50
F BOARD OF REVIEW			
101-247-725 (Wages)	495.00	2,000.00	-1,505.00
101-247-731 (Publications)		100.00	-100.00
101-247-802.1 (BOR Training)	147.50	628.00	-480.50
101-247-861 (Mileage)	48.45	75.00	-26.55
101-247-864 (Meals)		150.00	-150.00
101-247-901 (Legal/Notices)		120.00	-120.00
Total F BOARD OF REVIEW	690.95	3,073.00	-2,382.05
G TREASURER			
101-253-702 (Salary)	16,340.00	20,640.00	-4,300.00
101-253-702.1 (Deputy Wages)	301.50	1,000.00	-698.50
101-253-734 (Service Fees)		50.00	-50.00
101-253-802.1 (Treasurer Train)		200.00	-200.00
101-253-815 (Computer)		300.00	-300.00
101-253-816 (Tax Roll Printing)	6,051.60	6,200.00	-148.40
101-253-861 (Mileage)		50.00	-50.00
101-253-970 (Equipment)		300.00	-300.00
66900 101-253-956 Recon Discrepancy		100.00	-100.00
Total G TREASURER	22,693.10	28,840.00	-6,146.90
H ASSESSOR			
101-257-809 ASSESSOR TRAINING		1,200.00	-1,200.00
101-257-815 BSA SOFTWARE		2,000.00	-2,000.00
101-257-815.1 ASSESSOR SOFTWARE	840.00	1,000.00	-160.00
101-257-817 ASSESSOR WAGES	22,950.00	27,504.00	-4,554.00
Total H ASSESSOR	23,790.00	31,704.00	-7,914.00
I SMITH'S CHAPEL			
101-265-923.2 SC Heat	54.15	55.00	-0.85
Total I SMITH'S CHAPEL	54.15	55.00	-0.85
J TOWNSHIP HALL			
101-265-921.2 TH Electric	4,437.15	5,000.00	-562.85
101-265-923.1 TH Gas	1,477.29	1,000.00	477.29
101-265-924 TH Security	1,201.80	1,250.00	-48.20
101-265-931.3 Mow Srvcs	5,727.25	5,593.00	134.25
101-265-931.4 TH Cleaning	93.72	250.00	-156.28
101-265-931.5 Snow Srvcs	280.00	2,000.00	-1,720.00
101-265-933 TH Equip. Maint.	1,162.39	1,162.39	0.00
101-265-933.2 TH Maintenance	3,334.42	4,445.00	-1,110.58
Total J TOWNSHIP HALL	17,714.02	20,700.39	-2,986.37
J.1 OLD TWSP HALL			
101-265-921 ELECTRIC	18.67	500.00	-481.33
101-265-923.2 HEAT	170.86	400.00	-229.14
101-265-933.3 MAINT.	1,660.00	1,660.00	0.00
Total J.1 OLD TWSP HALL	1,849.53	2,560.00	-710.47
J.2 RENTAL EXP.			
101-265-710 Event Manager Pay	2,310.20	2,500.00	-189.80

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
101-265-710.1 SECURITY SERVICES	200.00	800.00	-600.00
101-265-726 SUPPLIES	229.06	500.00	-270.94
101-265-970 EQUIPMENT		500.00	-500.00
Total J.2 RENTAL EXP.	2,739.26	4,300.00	-1,560.74
J.3 WEATHER SIRENS			
101-265-934 Siren Maint.	1,275.00	1,500.00	-225.00
101-265-970 SIREN EQUIP		200.00	-200.00
101-265-970.2 WEATHER SIREN ELE	686.73	650.00	36.73
Total J.3 WEATHER SIRENS	1,961.73	2,350.00	-388.27
K ATTORNEY COSTS			
101-266-826 LEGAL	7,681.12	10,000.00	-2,318.88
Total K ATTORNEY COSTS	7,681.12	10,000.00	-2,318.88
L INSPECTORS	-849.00		-849.00
101-371-702.3 MECHANICAL LABOR	7,721.20	8,000.00	-278.80
101-371-724 ELECTRICAL LABOR	9,257.60	12,000.00	-2,742.40
101-371-724.2 BUILDING WAGES	19,342.51	21,000.00	-1,657.49
101-371-724.3 BUILD MAINT. WAGE	-73.00	3,000.00	-3,073.00
101-371-724.4 PLUMBING LABOR	4,609.60	5,000.00	-390.40
101-371-726 INSPECTOR SUPPLIES		700.00	-700.00
101-371-802 CONFERENCES		300.00	-300.00
Total L INSPECTORS	40,008.91	50,000.00	-9,991.09
M ROADS			
101-446-969 ROADS	69,864.46	69,615.00	249.46
101-446-969.5 MUP DESIGN	1,300.00	1,300.00	0.00
101-446.969.1 SIGNS	0.00	400.00	-400.00
Total M ROADS	71,164.46	71,315.00	-150.54
N STREET LIGHTS			
101-448-820 STREET LIGHTS - ALL	7,002.49	8,500.00	-1,497.51
Total N STREET LIGHTS	7,002.49	8,500.00	-1,497.51
O Spring Cleaning			
101-528-943 TRASH CONTAINER	1,988.89	2,162.00	-173.11
Total O Spring Cleaning	1,988.89	2,162.00	-173.11
P PLANNING COMMISSION			
101-410-725 (PC-Wages)	4,460.09	4,500.00	-39.91
101-410-726 (PC-supplies)		200.00	-200.00
101-410-802 (PC-Conferences)		600.00	-600.00
101-410-812 (PC-consultants)	2,289.00	3,000.00	-711.00
101-410-826 (PC-Legal)	1,040.00	3,000.00	-1,960.00
101-410-901 (PC-Legal/Notices)		400.00	-400.00
Total P PLANNING COMMISSION	7,789.09	11,700.00	-3,910.91
Payroll Expenses	13,677.04		13,677.04
Company Contributions			
Pension Co. Match	56.49		56.49
Total Company Contributions	56.49		56.49
Taxes	165.88		165.88
Total Payroll Expenses	13,899.41		13,899.41
Q ZBA			

	TOTAL		
	ACTUAL	BUDGET	OVER BUDGET
101-410-725.1 (ZBA WAGES)		400.00	-400.00
101-410-726.1 (ZBA SUPPLIES)		100.00	-100.00
101-410-826.1 (ZBA-LEGAL)		100.00	-100.00
101-410-861.1 (ZBA-MILEAGE)		100.00	-100.00
101-410-901.1 ZBA-LEGAL NOTICE		100.00	-100.00
Total Q ZBA		800.00	-800.00
R ZONING			
101-410-705.2 SALARIES	15,711.00	18,864.00	-3,153.00
101-410-802.3 ZA TRAINING	158.46	300.00	-141.54
101-410-826.2 LEGAL	160.00	500.00	-340.00
101-410-861.2 ZA - MILEAGE	484.18	800.00	-315.82
101-410-970 CELL PHONE REIMB.	450.00	600.00	-150.00
101-410-970.1 EQUIPMENT		200.00	-200.00
Total R ZONING	16,963.64	21,264.00	-4,300.36
S PARK & RECREATION			
101-751-931 PARK -MAINTENANCE	220.00	500.00	-280.00
101-751-931.1 PORTA POTTY		1,200.00	-1,200.00
101-751-931.2 PARK-IMPROVEMENT		1,000.00	-1,000.00
Total S PARK & RECREATION	220.00	2,700.00	-2,480.00
T OTHER			
101-850-822 FICA - MATCH	568.74	688.20	-119.46
101-850-822.1 PENSION - MATCH	22,396.10	19,835.81	2,560.29
101-850-822.2 MEDICARE - MATCH	5,931.34	5,900.00	31.34
101-850-822.3 PENSION - FEES	775.00	300.00	475.00
101-850-860 PAYROLL EXPENSES	151.89	2,000.00	-1,848.11
101-850-860.1 EMP DEDUCTIONS	527.93	527.93	0.00
101-850-860.2 EMPLOYEE MEDICAL	4,208.94	7,696.00	-3,487.06
101-850-910 INSURANCE	15,500.05	15,502.00	-1.95
101-850-920.1 DIBBLE DRAIN	1,715.70		1,715.70
101-850-921 SHERIFF'S PATROL		8,000.00	-8,000.00
Total T OTHER	51,775.69	60,449.94	-8,674.25
Total Expenses	\$403,034.29	\$606,009.48	\$ -202,975.19
NET OPERATING INCOME	\$ -24,979.21	\$26,335.77	\$ -51,314.98
Other Income			
101-991-000 Transfers in	70,000.00		70,000.00
101-995-000 Transfers out	-70,000.00		-70,000.00
Total Other Income	\$0.00	\$0.00	\$0.00
NET OTHER INCOME	\$0.00	\$0.00	\$0.00
NET INCOME	\$ -24,979.21	\$26,335.77	\$ -51,314.98



Milton Township

General Fund Balance

Treasurer Flowers

12/31/19

FIFTH THIRD	
Checking	65,362.20
UFCU New General Fund	137,002.18
UFCU - CD	104,329.69
UFCU Money Market	108,821.38
CHEMICAL BANK:	
CD	39,285.02
CD	168,513.31
Escrow Funds	6,123.96
Transit Account for Credit Cards	4,953.62
Secretary Cash Box	100.00
Petty Cash	93.42
Treasurers Cash Box	150.00
Admin Assistant Cash Box	200.00
Insurance Escrow	76.86
Ambulance Account	11,380.94
Fire Account	2,018.68
Building Loan Balance 2019	1,088,747.45
ENDING BALANCE TOTAL	\$634,934.78

MILTON TOWNSHIP

TRANSACTION LIST BY DATE

December 11, 2019 - January 21, 2020

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
12/12/2019	ACH	Midwest Energy & Communications		-Split-	-469.50
12/12/2019	2034	COMCAST CABLE (A)		A TOWNSHIP BOARD:101-101-850 Telephone	-399.48
12/12/2019	2033	Cintas		J TOWNSHIP HALL:101-265-933.2 TH Maintenance	-86.48
12/12/2019	2036	Leader Publications		A TOWNSHIP BOARD:101-101-731 Publications Exp.	-97.26
12/13/2019	2042	Whitney A. Glass	Pay Period: 12/05/2019-12/11/2019	-Split-	-48.45
12/13/2019	2043	Roger K. Kempton	Pay Period: 12/05/2019-12/11/2019	-Split-	-96.90
12/13/2019	2044	Karen J. Shirk	Pay Period: 12/05/2019-12/11/2019	-Split-	-88.10
12/13/2019	2045	Thomas R. Talley	Pay Period: 12/05/2019-12/11/2019	-Split-	-48.45
12/13/2019	2041	Anthony D. Floyd	Pay Period: 12/05/2019-12/11/2019	-Split-	-88.10
12/13/2019	2040	John E. Dalrymple	Pay Period: 12/05/2019-12/11/2019	-Split-	-48.45
12/13/2019	2049	Wayne Hardin	Pay Period: 12/01/2019-12/14/2019	-Split-	-783.60
12/13/2019	2052	Paul E. Romanetz	Pay Period: 12/01/2019-12/14/2019	-Split-	-138.76
12/13/2019	2053	Steve W. Sante	Pay Period: 12/01/2019-12/14/2019	-Split-	-91.29
12/13/2019	2047	William M. Gibert	Pay Period: 12/01/2019-12/14/2019	-Split-	-927.98
12/13/2019	2048	W. Eileen Glick	Pay Period: 12/01/2019-12/14/2019	-Split-	-666.89
12/13/2019	2051	Eric R. Renken	Pay Period: 12/01/2019-12/14/2019	-Split-	-601.63
12/13/2019	2050	Richard J. Mullin	Pay Period: 12/01/2019-12/14/2019	-Split-	-95.72
12/13/2019	2046	Susan D. Botts-Flowers	Pay Period: 12/01/2019-12/14/2019	-Split-	-699.31
12/13/2019	2054	Cori L. Buchar	Pay Period: 12/07/2019-12/20/2019	-Split-	-
					1,625.45
12/13/2019	2055	*Eileen Glick		-Split-	-215.88
12/13/2019	2056	Janice L. Woolverton	Pay Period: 12/02/2019-12/15/2019	-Split-	-134.85
12/14/2019	ACH	COMCAST CABLE (A)		A TOWNSHIP BOARD:101-101-850 Telephone	-110.41
12/14/2019	ACH	Pitney Bowes		A TOWNSHIP BOARD:101-101-728 Postage Expense	-300.00
12/18/2019	2057	Bauckham Sparks Thall Seeber & Kaufman		K ATTORNEY COSTS:101-266-826 LEGAL	-970.78
12/18/2019	2058	Dobberteen Inspections		477.2 B LICENSES & PERMITS:MECHANICAL PERMITS	-380.00
12/20/2019	ACH	Indiana Michigan Power		J TOWNSHIP HALL:101-265-921.2 TH Electric	-370.08
12/20/2019	ACH	Pitney Bowes		A TOWNSHIP BOARD:101-101-728 Postage Expense	-300.00
12/24/2019			88.10	J TOWNSHIP HALL:101-265-933.2 TH Maintenance	0.00
12/26/2019	2059	Cummins Sales & Service		J TOWNSHIP HALL:101-265-933.2 TH Maintenance	-377.44
12/26/2019	2064	First Bancard		-Split-	-314.02
12/26/2019	2065	Blue Cross Blue Shield of Michigan		T OTHER:101-850-860.2 EMPLOYEE MEDICAL	-647.81
12/26/2019	2066	Drain Commissioner, Cass County		T OTHER:101-850-920.1 DIBBLE DRAIN	-
					1,715.70
12/27/2019	2067	Emma J. Osowski	Pay Period: 12/19/2019-12/25/2019	-Split-	-59.22
12/27/2019		Cori L. Buchar	Pay Period: 12/16/2019-12/29/2019	-Split-	-
					1,461.64
12/30/2019	ACH	Semco Energy		J TOWNSHIP HALL:101-265-923.1 TH	-100.85

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
12/30/2019	ACH	Semco Energy		Gas J TOWNSHIP HALL:101-265-923.1 TH	-100.85
12/31/2019	2074	Paul E. Romanetz	Pay Period: 12/15/2019-12/31/2019	Gas -Split-	-95.15
12/31/2019	2073	Eric R. Renken	Pay Period: 12/15/2019-12/31/2019	-Split-	-601.63
12/31/2019		Wayne Hardin	Pay Period: 12/15/2019-12/31/2019	-Split-	0.00
12/31/2019		Steve W. Sante	Pay Period: 12/15/2019-12/31/2019	-Split-	0.00
12/31/2019	2071	W. Eileen Glick	Pay Period: 12/15/2019-12/31/2019	-Split-	-666.89
12/31/2019	2069	Susan D. Botts-Flowers	Pay Period: 12/15/2019-12/31/2019	-Split-	-699.31
12/31/2019	2070	William M. Gibert	Pay Period: 12/15/2019-12/31/2019	-Split-	-927.98
12/31/2019	2072	Richard J. Mullin	Pay Period: 12/15/2019-12/31/2019	-Split-	-95.72
01/03/2020	ACH	First Bancard		D CLERK:101-215-815 Computer Software	-858.00
01/07/2020	2075	JOHN HANCOCK, USA		-Split-	-
01/07/2020	ACH	Internal Revenue Service		-Split-	4,698.96
01/08/2020	2078	ADT Security Services		-Split-	-
01/08/2020	ACH	Pitney Bowes		J TOWNSHIP HALL:101-265-924 TH Security	1,437.30
01/10/2020	ACH	Internal Revenue Service		A TOWNSHIP BOARD:101-101-728 Postage Expense	-261.66
01/10/2020	ACH	Comcast Business		-Split-	-300.00
01/13/2020	ACH	Midwest Communication Services, Inc.		A TOWNSHIP BOARD:101-101-850 Telephone	-161.21
01/13/2020	ACH	Midwest Energy & Communications		N STREET LIGHTS:101-448-820 STREET LIGHTS - ALL	-112.98
01/13/2020	2102	Pitney Bowes, Inc		J.3 WEATHER SIRENS:101-265-970.2 WEATHER SIREN ELE	-419.74
01/15/2020	2087	Richard J. Mullin	Pay Period: 01/01/2020-01/14/2020	A TOWNSHIP BOARD:101-101-726 Office Expense	-47.90
01/15/2020		Steve W. Sante	Pay Period: 01/01/2020-01/14/2020	-Split-	-204.00
01/15/2020	2084	Susan D. Botts-Flowers	Pay Period: 01/01/2020-01/14/2020	-Split-	-95.72
01/15/2020		Wayne Hardin	Pay Period: 01/01/2020-01/14/2020	-Split-	0.00
01/15/2020	2085	William M. Gibert	Pay Period: 01/01/2020-01/14/2020	-Split-	-700.14
01/15/2020	2089	Paul E. Romanetz	Pay Period: 01/01/2020-01/14/2020	-Split-	0.00
01/15/2020	2088	Eric R. Renken	Pay Period: 01/01/2020-01/14/2020	-Split-	-929.25
01/15/2020	2092	W. Eileen Glick	Pay Period: 01/01/2020-01/14/2020	-Split-	-95.15
01/15/2020	2097	Karen J. Shirk	Pay Period: 01/02/2020-01/08/2020	-Split-	-603.08
01/15/2020	2096	Scott A. Kretchman	Pay Period: 01/02/2020-01/08/2020	-Split-	-717.54
01/15/2020	2093	Jeremy L. Clanton	Pay Period: 01/02/2020-01/08/2020	-Split-	-88.10
01/15/2020	2094	Anthony D. Floyd	Pay Period: 01/02/2020-01/08/2020	-Split-	-48.45
01/15/2020	2095	Roger K. Kempton	Pay Period: 01/02/2020-01/08/2020	-Split-	-48.45
01/15/2020	2099	Janice L. Woolverton	Pay Period: 12/30/2019-01/12/2020 Clening \$245.00/Secretary\$369.00	-Split-	-88.10
01/15/2020	2098	Cori L. Buchar	Pay Period: 12/30/2019-01/12/2020	-Split-	-48.45
01/21/2020	2039	Spring - Green		-Split-	-48.45
01/21/2020	2037	McNally Elevator Company, Inc.		J TOWNSHIP HALL:101-265-933.2 TH Maintenance	-88.10
01/21/2020	2038	Michiana Finish Grade LLC		J TOWNSHIP HALL:101-265-933.2 TH Maintenance	-88.10
01/21/2020	2035	Election Source		J TOWNSHIP HALL:101-265-931.3 Mow Srvc	-135.00
01/21/2020	2063	Elmer's Locksmith		C ELECTIONS:101-191-933 Elect Machine Maint	-100.00
				J TOWNSHIP HALL:101-265-933.2 TH Maintenance	-80.00

DATE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT
01/21/2020	2082	Richard J. Svoboda		PAYROLL LIABILITIES:101-000-228 - MICHIGAN W/H EMP.	-20.72
01/21/2020	2081	Emma J. Osowski		PAYROLL LIABILITIES:101-000-228 - MICHIGAN W/H EMP.	-14.11
01/21/2020	2079	Cass County Road Commission		M ROADS:101-446-969 ROADS	-250.00
01/21/2020	2080	Dobberteen Inspections		-Split-	-845.60
01/21/2020	2083	Michiana Finish Grade LLC		J TOWNSHIP HALL:101-265-931.5 Snow Srvcs	-140.00
01/21/2020	2100	Bauckham Sparks Thall Seeber & Kaufman		K ATTORNEY COSTS:101-266-826 LEGAL	-107.50
01/21/2020	2101	Johnny M. Hamilton		L INSPECTORS:101-371-724 ELECTRICAL LABOR	-720.00