

# TOWN OF CLIFTON PARK TOWN BOARD MEETING

April 3, 2023

The Town Board meeting can be viewed live by visiting [www.cliftonpark.org](http://www.cliftonpark.org) Scroll down to click



ONLINE BOARD MEETINGS

- I. **Call to Order/7:00 P. M. – Wood Room, Town Hall**
- II. **Pledge to Flag**
- III. **Roll Call**
- IV. **Approval of Town Board Minutes**
- V. **Communications/Announcements**
- VI. **Business**
  - **7:05 pm annual presentation by John Scherer- Town Historian**
  - **7:10 pm Clifton Common Playground Replacement Presentation- MJ Engineering**
  - **Resolutions for Consideration**
  - **Other Business**
- VII. **Open Public Privilege**

**NOTE:**

At this time, the Town Board meeting will be open to the public following CDC and New York State Guidelines for COVID-19. Please check [www.cliftonpark.org](http://www.cliftonpark.org) for final agenda and updates. Each speaker shall state name and address prior to addressing the Board and shall be granted the floor for a single time frame of up to five minutes. The Board asks that members of the public respect the opportunity of the speaker at the podium to be heard, and asks that the public refrain from conducting side meetings within the meeting room. In an effort to ensure that the widest number of community viewpoints are heard, the Board asks members of groups or the public to withhold comment, if their viewpoints have already been presented. The Board thanks everyone in attendance for their understanding and also for their desire to actively participate in the Town decision making process.

- VIII. **Adjournment**

Resolutions for Consideration  
Clifton Park Town Board Meeting  
**April 3, 2023**

<u>SOURCE</u>	<u>RESOLUTION</u>	<u>CONTACT</u>
1. Sewer	Awarding generator service contract for Town Sewer Districts and Buildings & Grounds-managed generators to Patriot Onsite Generator Service	P. Barrett
2. Sewer	Authorize Town Sewer Department to purchase a used bypass pump from Xylem Pumps	P. Barrett
3. Sewer	Authorize Town Sewer Department to purchase a new standby generator for Settlers Lane Pump Station	P. Barrett
4. Supervisor	Adoption of the updated Emergency and General Ambulance Fee Schedule for Clifton Park Halfmoon Emergency Corps	C. O'Hara
5. Supervisor	Authorize the renewal of existing term easements for properties noted in the attached list	P. Barrett
6. Supervisor	Authorize a Road Use and Crossing Agreement for the Champlain Hudson Power Express Electric Transmission Cable System	P. Barrett
7. Buildings & Grounds	Accept the quote from Surpass Chemical Co., Inc to supply pool chemicals for the three (3) Town pools	P. Barrett
8. Buildings & Grounds	Authorize amendment of VinMar Solutions contract to add fertilization of Town Center Park	P. Barrett
9. Planning	Authorize amendment to a Trails Grant contract with Saratoga County	P. Barrett
10. Parks & Recreation	Authorize hiring of seasonal staff for 2023 season	A.Reid & L.Walowit

- |             |  |         |
|-------------|--|---------|
| 11. Highway | Authorize promotion of Nicholas Brisson to Working Supervisor within the Highway Department                        | D. Bull |
| 12. Highway | Authorize hiring of seasonal laborers within the Highway Department  | D. Bull |
| 13. Highway | Authorize hiring of Christopher Cuttita as MEO and transfer of Tyler Clifford to Laborer in the Highway Department | D. Bull |

**RESOLUTION**

**#1**

Resolution No. \_\_\_\_\_ of 2023, a resolution awarding the generator service contract for Town Sewer District generators and Buildings & Grounds-managed generators to Patriot Onsite Generator Service, LLC.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Michael O'Brien, Collection Systems Manager, advertised for bids for a three (3) year preventative maintenance contract for generators in all Town sewer districts and those generators managed by the Town's Buildings & Grounds department, and

WHEREAS, Patriot Onsite Generator Service, 151 Plantz Road, Johnstown NY, submitted the low bid of \$14,100 annually for a three-year term, and

WHEREAS, Michael O'Brien recommends that the contract be awarded to Patriot Onsite Generator Service; now, therefore be it

RESOLVED, that the bid for the preventative maintenance of the generators in all Town sewer districts and those managed by the Buildings & Grounds department, be awarded to Patriot Onsite Generator, on the basis of their bid, in an amount not to exceed \$42,300 for the term of the contract, and be it further

RESOLVED, that the Supervisor is authorized to execute a contract with Patriot Onsite Generator Service, LLC consistent with the bid documents, for a term of up to three years, to expire on 04/01/2026; and be it further

RESOLVED, that the accounts on Schedule A be charged based on the allocation.

## SCHEDULE A

	ANNUAL CHARGE	DESCRIPTION
Sewer DIST		
G7-8111-24		5875 CPSD#1
G1-8111-24		1450 OLD NOTT FARM
g5-8111-24		2175 DUTCH MEADOWS
g8-8111-24		725 CLIFTON COUNTRY ROAD
G11-8111-24		750 CPSD#2
	10975	
B&G FACILITY		
A -1620-24		800 TOWN HALL
A- 1621-24		800 PUBLIC SAFETY
A- 1624-24		800 SENIOR CENTER
A- 7110-24		725 B&G BUILDING
	3125	

---

*\$ 14,100 - Patriot Generator*



**Town of Clifton Park Sewer Department**

One Town Hall Plaza, Clifton Park, NY, 12065

P:518-518-348-7313

F:518-371-3789

## Invitation to provide a price quote

The Town of Clifton Park Sewer Department is securing prices on the below named services. Prices will be held through December 31<sup>st</sup>, 2026. Please direct any questions to Michael O'Brien at 518-348-7313. Please fax quotes to 518-250-9973 or mail to 1 Town Hall Plaza, Clifton Park, NY 12065. Attn: Michael O'Brien.

Please note the Sewer Department is looking for a Semi- Annual Service Program. Please provide details on your recommended Semi-Annual service schedule as part of your quote.

Please respond by Feb 1, 2023.

**Preventative Maintenance Contract for 2023-2026** →  
**\*\*\*\*Semi-Annual Service CAT PM1 and PM2 or  
equivalent\*\*\*\***

4/1/23 -  
4/1/26 (3 years)

**SEE ATTACHMENT 1 and 2**

14,100

**PATRIOT Onsite Generator Service LLC.**  
**151 Plantz Rd Johnstown NY 12095**

Town of Clifton Park  
One Town Hall Plaza  
Clifton Park, NY 12065

February 7, 2023

Generator PM Service

Thank you for the opportunity to provide service for (19) current generator sets and (6) additional units when installed at your facilities in the Town of Clifton Park, NY. The following quote includes:

Lock out unit.  
Perform Level 2 Major PM and Level 3 Minor yearly to the attached scope of service.  
Test run unit  
Return to auto.

See attached documents. Matrix of cost per unit and Scope of work

Labor and milage rates are portal to portal.

- \$130 hours per hour during normal business day
- \$195 hours per hour after hours and Saturday
- \$260 hours per hour for Sunday and all Holidays
- Milage is \$3.00 a mile

Total cost is 18,475.00 per year for regular business hours (Monday-Friday) including parts, hazmat disposal, labor, mileage, and travel time. We will seek your approval first for any necessary work that may go above and beyond the scope of work on this quote. This quote is valid for 30 days and does not include any applicable sales tax. If you have any questions or concerns, please let me know.

*18,475.00 } Difference is for service for 6 generators not purchased yet.*

Regards,



Robert Eck

518-528 7329

## Master Service Agreement

This Service Agreement (this "Agreement") is entered into on \_\_\_\_\_, 2023. Effective April 1, 2023. (the "Effective Date"), by and between Patriot onsite Generator Service, LLC, a New York limited liability company with principal offices at 151 Plantz Road, Johnstown, New York ("POGS") and Town of Clifton Park Sewer Department with principal offices at One Town Hall Plaza, Clifton Park, NY. 12065("Customer").

Whereas POGS agrees to provide the services in accordance with the schedules attached hereto on Customer's equipment listed on Schedule A ("Equipment") as per the submitted bid.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained in this Agreement, the parties agree as follows.

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of THREE (3) years.

2. **Description of Work.** POGS will service and inspect Customer's Equipment once every:

[choose one] Month: \_\_\_ Quarter: \_\_\_ Tri-Annual: \_\_\_ Six (6) Months: X Annual: \_\_\_

The inspection of the Equipment shall be in accordance with the specifications set forth in the Preventive Maintenance Service Procedures attached hereto as Schedule B.

3. **Payment Terms.** Customer agrees to pay POGS in accordance with the terms set forth below.

All invoices shall be due and payable, net 30 days, from the date of invoice. POGS shall

- a. deliver an invoice to Customer upon completion of each periodic inspection as set forth herein.

- b. Upon Customer's request and authorization, POGS will perform additional work, outside the scope of this Agreement. Customer shall provide POGS with a written purchase order authorizing the requested work. Such work will be invoiced at the current rates for field service work on a straight time, per hour, plus expenses basis. Any work requested to be performed outside the normal business day or on weekends or holidays shall be invoiced at the applicable rate plus expenses. Any parts, materials and supplies shall be billed at "Fleet Prices". Current labor rates are set forth on Schedule C.

- c. POGS may adjust its labor rates and "Fleet Prices" due to increases in labor and materials. All changes will be promptly communicated to Customer.

4. **Insurance.** POGS shall carry general public liability insurance in the amount of \$1,000,000 and comply with worker's compensation insurance requirements in accordance with applicable state law.
5. **Reporting.** POGS will report promptly its findings, any trouble conditions and recommendations to Customer following the provision of services under this Agreement.
6. **Limited Warranty.** POGS warrants that all work performed, and all parts supplied by POGS in connection with this Agreement shall be free from defects in materials and workmanship for three (3) months from the date of completion. **THE WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS, PARTS AND/OR SERVICES PROVIDED BY POGS. POGS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. **Limitation of Liability.** Other than as provided for in this Agreement, POGS shall have no liability for any repair findings, trouble conditions, and recommendations or for any failure to recommend repairs or modifications to the Equipment. Customer shall not be entitled to receive from POGS any reimbursement or payment whatsoever for loss of time, loss of convenience, loss of anticipated profits, loss of the use of the Equipment purchased or for rental reinstallation costs incurred in connection with the repair or replacement of defective Equipment, or for any other incidental or consequential damages.
8. **Remedy.** The sole remedy to Customer under this Agreement for defects in materials and workmanship shall be limited to providing, without charge, replacement materials and labor necessary to correct any defects because of materials and/or POGS workmanship. Customer shall not be entitled to any replacement materials or labor for conditions or damage resulting from: (i) misuse of the Equipment; (ii) normal wear and tear; (iii) Customer or third party negligence; (iv) alteration of the Equipment; (v) operation of the Equipment in excess of the Equipment manufacturer's rated capacities or outputs; (vi) impurities, fluctuations or foreign objects resulting from Customer or a third party connections to the Equipment; (vii) Customer accidents or lack of performance of normal standard maintenance services by the Customer; (viii) and damage due to repairs performed by Customer or third party other than POGS where, in the reasonable judgment of POGS, adversely affected the Equipment's performance and reliability.
9. **Indemnification, Hold Harmless.** Customer hereby agrees to indemnify and hold harmless POGS, other than for POGS gross negligence, from any and all claims, demands, liability, loss, damage or expense, including attorney's fees, whether relating to injury to the Equipment, other property or persons, which are as a direct or indirect result of POGS performance of its obligations hereunder.
10. **Termination.** Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation of this Agreement. After the first inspection, either party may cancel this Agreement, without penalty, by providing to the other party (30) days advance written notice of its intention to cancel.

11. **Miscellaneous Provisions.**

- a. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.
- b. **Entire Agreement.** This Agreement and all Schedules attached hereto constitute the entire Agreement between Patriot and Customer and supersede all other prior Agreements, representations, or discussions, whether oral or written.
- c. **Headings.** All headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of the text of this Agreement.
- d. **Notices.** Any notices or other communications between the parties shall be sent to the addresses given above by U.S. registered mail, return receipt requested. Such notices shall be deemed received by the recipient if delivered to the recipient in person or by the U.S. mail service.
- e. **Severability.** If any provisions of this Agreement are held to be invalid, such invalidity shall not affect the other provisions of this Agreement.
- f. **No Waiver.** No delay or failure of either party in exercising, in whole or part, a right under this Agreement shall constitute a waiver of such right. All waivers must be in writing and signed by the party waiving the right. Any waiver by either party shall be a specific, limited waiver and shall not constitute a continuing waiver.
- g. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of New York. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New York.
- h. **Assignment.** Customer may not assign its rights hereunder without POGS prior written consent.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of \_\_\_\_\_, 2023.

Patriot onsite Generator Service.

By: Robert Eck

Name: Robert Eck (Bo Eck)

Title: Owner

Customer: Town of Clifton Park

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# PATRIOT onsite Generator Service LLC

161 Plantz Rd. Johnstown NY 12095

518-528-7329

Town of Clifton Park Sewer Department  
2024-2026 Generator Service Proposal

LOCATION	DESCRIPTION	MODEL #	SERIAL #	Major PM	Minor PM	Annual Cost
Buildings & Grounds						
1 Town Hall Plaza/Town Hall	Kohler 125kW	125REOZJB	2134188	\$550.00	\$250.00	\$800.00
6 Clifton Commons/Senior Center	Kohler 80kW	80REOZJB	2139209	\$550.00	\$250.00	\$800.00
2 Town Hall Plaza	CAT 50 KW	D50 2LC	CAT00C44CCN300655	\$475.00	\$250.00	\$725.00
5 Municiple Plaza/Public Safety	Kohler 150kW	150REOZJB	2011978	\$550.00	\$250.00	\$800.00
Sewer Department						
477 Clifton Park/Shop	Kohler 20kW	20REOZJB	2135779	\$500.00	\$250.00	\$750.00
20 Maple Ridge-Ballston Lake	Olympian 30kW	D30P31	OLY00000JNPF02298	\$475.00	\$250.00	\$725.00
Van Patten Drive	Olympian 100kW	D100P1	OLY00000JNPS00619	\$525.00	\$250.00	\$775.00
Woodstead Drive-Ballston Lake	Olympian 50kW	D50P3	OLY00000TNPFO1468	\$475.00	\$250.00	\$725.00
24 SettlerS Lane-Ballston Lake	Cummins 40kW	DDFG5551425	B020334791	\$475.00	\$250.00	\$725.00
147 Wood Dale-Ballston Lake	Olympian 40kW	G40F3	OLY00000LNGC00919	\$475.00	\$250.00	\$725.00
47 Clifton Country Road/Wall Street	Olympian 35kW	OMG35P3S	OLY000000NGC00958	\$475.00	\$250.00	\$725.00
Old Nott Farm Road	Olympian 35kW	G35LG2	GXE00627	\$475.00	\$250.00	\$725.00
Knollwood Drive	Kohler 45kW	45REZG	SMG32BF5L	\$475.00	\$250.00	\$725.00
Riverview Road	Olympian 35kW	G35LG2	GXE00628	\$475.00	\$250.00	\$725.00
2 Denkers Drive/Guiders Place	Kohler 45kW	45REZG	SMG32BF5J	\$475.00	\$250.00	\$725.00
12 Wildflower Way	Kohler 45kW	45REZG	SMG32BF5H	\$475.00	\$250.00	\$725.00
15 Knollwood Trailer-Ballston Lake	Kohler 40kW	40REOZJC	2268468	\$475.00	\$250.00	\$725.00
60 Gretel Terrace Ballston Lake			F190585773	\$475.00	\$250.00	\$725.00
S Boyack RD and West Chester Dr	Diesel Trailer		994636	\$500.00	\$250.00	\$750.00
Green Meadow Drive	45 KW	TBD		\$475.00	\$250.00	\$725.00
Compton Road	50 KW Diesel	TBD		\$500.00	\$250.00	\$750.00
S Boyack RD and West Chester Dr	50 KW	TBD		\$475.00	\$250.00	\$725.00
Christina Marie	50 KW	TBD		\$475.00	\$250.00	\$725.00
Hurtwood	45 KW	TBD		\$475.00	\$250.00	\$725.00
WestChester Drive	50 KW	TBD		\$475.00	\$250.00	\$725.00
				\$12,225.00	\$6,250.00	\$18,475.00

14,100  
 to be purchased this year





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/16/2023

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

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

<b>PRODUCER</b> Carpenter & Associates Insuring Agency, LLC 6250 State Route 9 PO Box 186 Chestertown NY 12817		<b>CONTACT NAME:</b> Kelly Hamblin <b>PHONE (A/C, No, Ext):</b> (518)494-8691 <b>E-MAIL ADDRESS:</b> kelly@carpenterinsuring.com <b>FAX (A/C, No):</b> (518)494-8613	
<b>INSURED</b> Patriot Onsite Generator Services LLC 151 Plantz Rd Johnstown NY 12095		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Mesa Underwriters Specialty Insurance Company NAIC # 0000 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MP0012014004863	02/01/2023	02/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

****PROOF OF COVERAGE*****	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Kelly Hamblin</i>
----------------------------	---

 Fax:  
 ACORD 25 (2016/03)

Email:

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD





2/16/2023

TOWN OF CLIFTON PARK  
1 TOWN HALL PLZ  
CLIFTON PARK, NY 12065  
RE: Planned Maintenance Proposal

Dear Michael O'Brien,

Cummins Sales and Service is a premier engine and power generation systems provider committed to delivering fast and proven solutions to our customers. We are pleased to offer you a Planned Maintenance Proposal for your review and approval. Due to the critical nature of your standby power system, this Agreement was developed based on your specific needs and equipment to ensure maximum performance and reliability.

#### Benefits of Planned Maintenance

- Improves system reliability.
- Maintenance performed by certified technicians specifically trained in power generation.
- PM customers receive preferred service for unscheduled emergency repairs.
- Creation of a service record for customer equipment.
- Additional maintenance recommendations documented at that time.
- Scheduling managed by Cummins Sales and Service to ensure timely maintenance intervals.
- Eliminates administrative burden, covers equipment from multiple vendors.

Please sign, date and return the enclosed Agreement to our office along with any purchase documentation necessary so we can tend to your servicing needs. Should you have any questions or require additional information on any subject relating to your equipment, please feel free to contact me. We look forward to the opportunity to earn your trust and business.

Sincerely,

*John Pecori*

John Pecori  
PM Territory Manager  
Office: (518) 935-2881  
Cell: (518) 915-5846  
Email: john.pecori@cummins.com



Cummins Inc.  
 101 Railroad Ave  
 Albany, NY 12205  
 Phone: (518)459-1710  
 Fax:

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
TOWN OF CLIFTON PARK 1 TOWN HALL PLZ CLIFTON PARK, NY 12065 Customer #: 690197 Payment Type: Pay As You Go	Name: Michael O'Brien Phone: 518-348-7313 Cell: Fax: 518-371-6726 E-mail:	Quote Date: Quote Expires: Quote ID: Quoted By: Quote Term:	2/16/2023 4/17/2023 QT-12905 John Pecori 3 Year

**Site Name:1 Town Hall Plaza**

(1 TOWN HALL PLZ CLIFTON PARK NY 12065)

Unit Name: \*1 Town Hall Plaza  
 Make: Kohler  
 Model: KH125REOZJB  
 S/N: 2134188  
 Size: 125kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$301.69	\$301.69
1	August	Full Service	1	\$704.09	\$704.09
Year 1 Total:\$1,005.78					
2	February	Inspection	1	\$301.69	\$301.69
2	August	Full Service	1	\$704.09	\$704.09
Year 2 Total:\$1,005.78					
3	February	Inspection	1	\$301.69	\$301.69
3	August	Full Service	1	\$704.09	\$704.09
Year 3 Total:\$1,005.78					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:2 Town Hall Plz**

(1 TOWN HALL PLZ CLIFTON PARK NY 12065)

Unit Name: \*2 Town Hall Plz  
 Make: Caterpillar  
 Model: D50 2LC  
 S/N: CAT00C44CCN300655  
 Size: 50kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$560.10	\$560.10
Year 1 Total:\$789.18					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$560.10	\$560.10
Year 2 Total:\$789.18					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$560.10	\$560.10
Year 3 Total:\$789.18					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:5 Municipal Plaza**

(5 Municipal Plaza CLIFTON PARK NY 12065)

Unit Name: \*Pub Safety 5 Municipal Plaza  
 Make: Kohler  
 Model: KH150REOZJB

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$301.69	\$301.69
1	August	Full Service	1	\$704.09	\$704.09

S/N: 2011978  
 Size: 150kW  
 ATS Qty: 1  
 Notes:

Year 1 Total:\$1,005.78					
2	February	Inspection	1	\$301.69	\$301.69
2	August	Full Service	1	\$704.09	\$704.09
Year 2 Total:\$1,005.78					
3	February	Inspection	1	\$301.69	\$301.69
3	August	Full Service	1	\$704.09	\$704.09
Year 3 Total:\$1,005.78					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:6 Clifton Park Commons Blvd**

(6 Clifton Park Commons Blvd CLIFTON PARK NY 12065)

Unit Name: \*6 Clifton Park Commons Blvd  
 Make: Kohler  
 Model: KH80RE0ZJB  
 S/N: 2139209  
 Size: 80kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$301.69	\$301.69
1	August	Full Service	1	\$603.66	\$603.66
Year 1 Total:\$905.35					
2	February	Inspection	1	\$301.69	\$301.69
2	August	Full Service	1	\$603.66	\$603.66
Year 2 Total:\$905.35					
3	February	Inspection	1	\$301.69	\$301.69
3	August	Full Service	1	\$603.66	\$603.66
Year 3 Total:\$905.35					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Boyack Trailer Unit**

(1 TOWN HALL PLZ CLIFTON PARK NY 12065)

Unit Name: Boyack  
 Make: Generac  
 Model: 90A04251  
 S/N: 994636  
 Size: 35kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$225.00	\$225.00
1	August	Full Service	1	\$499.54	\$499.54
Year 1 Total:\$724.54					
2	February	Inspection	1	\$225.00	\$225.00
2	August	Full Service	1	\$499.54	\$499.54
Year 2 Total:\$724.54					
3	February	Inspection	1	\$225.00	\$225.00
3	August	Full Service	1	\$499.54	\$499.54
Year 3 Total:\$724.54					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Clifton Country Rd.**

(Clifton Country Rd. CLIFTON PARK NY 12065)

Unit Name: \*Clifton Country Rd.  
 Make: Olympian  
 Model: OMG35P35  
 S/N: OLY000000NGC00958  
 Size: 35kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92

Year 2 Total:\$737.00

3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92

Year 3 Total:\$737.00

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Clifton Park Center Rd.**

(Clifton Park Center Rd. CLIFTON PARK NY 12065)

Unit \* Sewer Dept Clifton Park  
 Name: Center Rd.  
 Make: Kohler  
 Model: KH20REOZJB  
 S/N: 2135779  
 Size: 20kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$453.52	\$453.52

Year 1 Total:\$682.60

2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$453.52	\$453.52

Year 2 Total:\$682.60

3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$453.52	\$453.52

Year 3 Total:\$682.60

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Denkers Drive**

(Denkers Drive Ballston Lake NY 12019)

Unit Name: \*Denkers Drive  
 Make: Kohler  
 Model: 45REZG  
 S/N: SGM32BF5J  
 Size: 45kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$525.48	\$525.48

Year 1 Total:\$754.56

2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$525.48	\$525.48

Year 2 Total:\$754.56

3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$525.48	\$525.48

Year 3 Total:\$754.56

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Evergreen Terrace**

(Evergreen Terrace Ballston Lake NY 12019)

Unit \*Evergreen Terrace &  
 Name: Woodstead Dr.  
 Make: Olympian  
 Model: D50P3  
 S/N: OLY00000TNPFF01468  
 Size: 50kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$525.48	\$525.48

Year 1 Total:\$754.56

2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$525.48	\$525.48

Year 2 Total:\$754.56

3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$525.48	\$525.48

Year 3 Total:\$754.56

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:GRETEL TERRACE PS**

(Gretel Terrace Ballston Lake NY 12019)

Unit Name:\*GRETEL TERRACE PS

Make: Onan

Model: C25N6

S/N: F190585773

Size: 25kW

ATS Qty: 0

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$503.02	\$503.02
Year 1 Total:\$732.10					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$503.02	\$503.02
Year 2 Total:\$732.10					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$503.02	\$503.02
Year 3 Total:\$732.10					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Knollwood Drive**

(Knollwood Drive CLIFTON PARK NY 12065)

Unit Name: \*Knollwood Drive

Make: Kohler

Model: 40REZG

S/N: SGM32BF5L

Size: 40kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92
Year 2 Total:\$737.00					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92
Year 3 Total:\$737.00					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Unit Name:\*Knollwood Drive Trailer

Make: Other

Model: KH49RE0ZJC

S/N: 2268468

Size: 40kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$565.46	\$565.46
Year 1 Total:\$794.54					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$565.46	\$565.46
Year 2 Total:\$794.54					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$565.46	\$565.46
Year 3 Total:\$794.54					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Maple Ridge**

(Maple Ridge Ballston Lake NY 12019)

Unit Name: \*Maple Ridge

Make: Olympian

Model: D30P31

S/N: OLY00000JNPF02298

Size: 30kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$503.02	\$503.02
Year 1 Total:\$732.10					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$503.02	\$503.02
Year 2 Total:\$732.10					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$503.02	\$503.02
Year 3 Total:\$732.10					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Old Nott Farm Rd

(Old Nott Farm Rd Rexford NY 12148)

Unit Name: \*Old Nott Farm Rd

Make: Generac

Model: G35LG2

S/N: GXE00627

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92
Year 2 Total:\$737.00					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92
Year 3 Total:\$737.00					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Riverview Rd

(Riverview Rd Rexford NY 12148)

Unit Name: \*Riverview Rd

Make: Generac

Model: G35LG2

S/N: GXE00628

Size: 35kW

ATS Qty: 1

Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92
Year 2 Total:\$737.00					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92
Year 3 Total:\$737.00					

The following riders are included for this unit on this quote:

With Full Service: Oil Analysis - AMP (Advanced)

Site Name:Settler Lane

(Settler Lane Ballston Lake NY 12019)

Unit Name: \*Settler Lane

Make: Onan

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
------	----------------------	--------------	-----	------------	----------------

Model: GGFD  
 S/N: B020334791  
 Size: 40kW  
 ATS Qty: 1  
 Notes:

1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92
Year 2 Total:\$737.00					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92
Year 3 Total:\$737.00					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Van Patten Drive**

(Van Patten Drive CLIFTON PARK NY 12065)

Unit Name: \*Van Patten Drive

Make: Olympian  
 Model: D100P1  
 S/N: OLY00000JNPS00619  
 Size: 100kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$301.69	\$301.69
1	August	Full Service	1	\$704.09	\$704.09
Year 1 Total:\$1,005.78					
2	February	Inspection	1	\$301.69	\$301.69
2	August	Full Service	1	\$704.09	\$704.09
Year 2 Total:\$1,005.78					
3	February	Inspection	1	\$301.69	\$301.69
3	August	Full Service	1	\$704.09	\$704.09
Year 3 Total:\$1,005.78					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Wildflower Way**

(Wildflower Way CLIFTON PARK NY 12065)

Unit Name: \*Wildflower Way  
 Make: Kohler  
 Model: 45REZG  
 S/N: SGM32BF5H  
 Size: 45kW  
 ATS Qty: 1  
 Notes:

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$525.48	\$525.48
Year 1 Total:\$754.56					
2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$525.48	\$525.48
Year 2 Total:\$754.56					
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$525.48	\$525.48
Year 3 Total:\$754.56					

The following riders are included for this unit on this quote:  
 With Full Service: Oil Analysis - AMP (Advanced)

**Site Name:Wood Dale Dr.**

(Wood Dale Dr. Ballston Lake NY 12019)

Unit Name: \*Wood Dale Dr.  
 Make: Olympian  
 Model: G40F3  
 S/N: OLY00000LNGC00919  
 Size: 40kW

Year	Month of 1st Service	Service Type	Qty	Sell Price	Extended Price
1	February	Inspection	1	\$229.08	\$229.08
1	August	Full Service	1	\$507.92	\$507.92
Year 1 Total:\$737.00					

ATS Qty: 1  
Notes:

2	February	Inspection	1	\$229.08	\$229.08
2	August	Full Service	1	\$507.92	\$507.92
				Year 2 Total:\$737.00	
3	February	Inspection	1	\$229.08	\$229.08
3	August	Full Service	1	\$507.92	\$507.92
				Year 3 Total:\$737.00	

The following riders are included for this unit on this quote:  
With Full Service: Oil Analysis - AMP (Advanced)

---

Year 1 Total:*	\$15,063.43
Year 2 Total:*	\$15,063.43
Year 3 Total:*	\$15,063.43

---

**Total Agreement Amount:\*** \$45,190.29  
*\*Quote does not include applicable taxes*



Cummins Inc.  
 101 Railroad Ave  
 Albany, NY 12205  
 Phone: (518)459-1710

**PLANNED EQUIPMENT MAINTENANCE AGREEMENT**

Customer Address	Customer Contact	Quote Information	
TOWN OF CLIFTON PARK	Name: Michael O'Brien	Quote Date:	2/16/2023
1 TOWN HALL PLZ	Phone: 518-348-7313	Quote Expires:	4/17/2023
CLIFTON PARK, NY 12065	Cell:	Quote ID:	QT-12905
Customer #: 690197	Fax: 518-371-6726	Quoted By:	John Pecori
Payment Type: Pay As You Go	E-mail:	Quote Term:	3 Year

**Total Agreement Amount:\***

**\$45,190.29**

*\*Quote does not include applicable taxes*

Comment:

**Total Agreement Amount Does Not Include Applicable Taxes. Please Email [cpspm@cummins.com](mailto:cpspm@cummins.com) for invoice total prior to sending payment.**

*\$15,063.43 per year*

**Please return signed agreement to:**  
 Cummins Inc.  
 Attn: Planned Maintenance Department  
 21810 Clessie Court  
 New Hudson, MI 48165  
 Email: [cpspm@cummins.com](mailto:cpspm@cummins.com)

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller, the foregoing products/services upon the terms and conditions set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached hereto, which are hereby incorporated herein by reference.

**Customer Approval (Quote ID QT-12905)      Cummins Inc. Approval**

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

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



Billing # 1000997

Date:

2/13/2023

Customer # 1000997

<b>Invoice to:</b> Clifton Park, Town of - Sewer Dept One Town Hall Plaza Clifton Park, NY 12065		<b>Site Information:</b> Clifton Park, Town of - Sewer Dept 68-72 Van Patten Dr Clifton Park, NY 12065				
<b>Attn:</b>	Michael O'Brien	<b>Site Contact:</b>	Michael O'Brien			
<b>E-mail:</b>	mobrien@cliftonpark.org	<b>E-mail:</b>	mobrien@cliftonpark.org			
<b>Phone:</b>	518-348-7313	<b>Phone:</b>	518-348-7313			
<b>Cell:</b>	518-573-3414	<b>Cell:</b>	518-573-3414			
<b>Fax:</b>		<b>Fax:</b>				
<b>Make:</b>	Caterpillar	<b>Contract Years:</b>	4		<b>Service Schedule Type:</b>	Non Flexible
<b>Model:</b>	D100P1	<b>Contract Period :</b>	10/1/2022	12/31/2026	<b># of PM Services</b>	6
<b>Serial #:</b>	NPS00619	<b>Customer Equip #:</b>	68-72 Van Patten Dr		<b># of Secondary Events</b>	2
<b>KW:</b>	100		E13333		<b>Total # of Services</b>	8

**Notes:**  
SALES TAX IS NOT INCLUDED IN THIS QUOTE. All work to be done during normal weekday hours. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX if applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. SOURCEWELL pricing has been applied.

<b>Agreement Price:</b>	\$ 9,660.89	<b>PM Price year 2:</b>	\$ 2,359.79	<b>Loadbank Test:</b>	\$ -
<b>PM Price Year 1:</b>	\$ 2,258.17	<b>PM Price year 3:</b>	\$ 2,465.98	<b>Battery Replacement:</b>	\$ -
		<b>Other Services:</b>	\$ 2,576.95	<b>ATS Test:</b>	\$ -
<b>Description</b>		<b>Date of Service</b>	<b>Year</b>	<b>Price</b>	
PM 2		May	2023	\$1,405.43	
PM 1		November	2023	\$852.74	
PM 2		May	2024	\$1,468.67	
PM 1		November	2024	\$891.11	
PM 2		May	2025	\$1,534.76	
PM 1		November	2025	\$931.21	
Other	PM2	May	2026	\$1,603.83	
Other	PM1	November	2026	\$973.12	
ASSUMES GROUND LEVEL					
GENERATOR INSTALLATION					
	PREVAILING WAGE		PREVAILING WAGE		PREVAILING WAGE
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.	





Billing # 1000997

Date:

2/13/2023

Customer # 1000997

<b>Invoice to:</b> Clifton Park, Town of - Sewer Dept One Town Hall Plaza Clifton Park, NY 12065		<b>Site Information:</b> Clifton Park, Town of - Sewer Dept 47 Clifton Country Rd (Cor Wall St) Ballston Lake, NY 12019				
<b>Attn:</b>	Michael O'Brien	<b>Site Contact:</b>	Michael O'Brien			
<b>E-mail:</b>	mobrien@cliftonpark.org	<b>E-mail:</b>	mobrien@cliftonpark.org			
<b>Phone:</b>	518-348-7313	<b>Phone:</b>	518-348-7313			
<b>Cell:</b>	518-573-3414	<b>Cell:</b>	518-573-3414			
<b>Fax:</b>		<b>Fax:</b>				
<b>Make:</b>	Caterpillar	<b>Contract Years:</b>	4		<b>Service Schedule Type:</b>	Non Flexible
<b>Model:</b>	G35F3S	<b>Contract Period :</b>	10/1/2022	12/31/2026	<b># of PM Services</b>	6
<b>Serial #:</b>	NGC00958	<b>Customer Equip #:</b>	47 Clifton Country Rd 12065		<b># of Secondary Events</b>	3
<b>KW:</b>	35		E20204		<b>Total # of Services</b>	9

**Notes:**  
SALES TAX IS NOT INCLUDED IN THIS QUOTE. All work to be done during normal weekday hours. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX If applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. SOURCEWELL pricing has been applied.

<b>Agreement Price:</b>	\$ 9,552.73	<b>PM Price year 2:</b>	\$ 2,333.37	<b>Loadbank Test:</b>	\$ -
<b>PM Price Year 1:</b>	\$ 2,232.89	<b>PM Price year 3:</b>	\$ 2,438.37	<b>Battery Replacement:</b>	\$ -
		<b>Other Services:</b>	\$ 2,548.10	<b>ATS Test:</b>	\$ -
<b>Description</b>		<b>Date of Service</b>	<b>Year</b>	<b>Price</b>	
PM 2		May	2023	\$1,250.15	
PM 1		November	2023	\$982.74	
PM 2		May	2024	\$1,306.41	
PM 1		November	2024	\$1,026.96	
PM 2		May	2025	\$1,365.20	
PM 1		November	2025	\$1,073.18	
Other	PM2	May	2026	\$1,426.63	
Other	PM1	November	2026	\$1,121.47	
Other	Install / Activate Cat RAM PL-444 (cellular)	May	2023		
ASSUMES GROUND LEVEL					
GENERATOR INSTALLATION					
PREVAILING WAGE		PREVAILING WAGE		PREVAILING WAGE	
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.	

























Billing # 1000997

Date:

2/13/2023

Customer # 1000997

<b>Invoice to:</b> Clifton Park, Town of - Sewer Dept One Town Hall Plaza Clifton Park, NY 12065	<b>Site Information:</b> Clifton Park, Town of - Sewer Dept Cor. Boyack & Westchester Clifton Park, NY 12065
---	---

<b>Attn:</b> Michael O'Brien	<b>Site Contact:</b> Michael O'Brien
<b>E-mail:</b> mobrien@cliftonpark.org	<b>E-mail:</b> mobrien@cliftonpark.org
<b>Phone:</b> 518-348-7313	<b>Phone:</b> 518-348-7313
<b>Cell:</b> 518-573-3414	<b>Cell:</b> 518-573-3414
<b>Fax:</b>	<b>Fax:</b>

<b>Make:</b> Generac	<b>Contract Years:</b> 4	<b>Service Schedule Type:</b> Non Flexible
<b>Model:</b> G35	<b>Contract Period :</b> 10/1/2022 - 12/31/2026	<b># of PM Services:</b> 6
<b>Serial #:</b> 994636	<b>Customer Equip #:</b>	<b># of Secondary Events:</b> 2
<b>KW:</b> 35	E02813	<b>Total # of Services:</b> 8

**Notes:**  
SALES TAX IS NOT INCLUDED IN THIS QUOTE. All work to be done during normal weekday hours. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX If applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. SOURCEWELL pricing has been applied.

<b>Agreement Price:</b> \$ 8,540.21	<b>PM Price year 2:</b> \$ 2,086.05	<b>Loadbank Test:</b> \$ -	
<b>PM Price Year 1:</b> \$ 1,996.22	<b>PM Price year 3:</b> \$ 2,179.92	<b>Battery Replacement:</b> \$ -	
<b>Other Services:</b> \$ 2,278.02		<b>ATS Test:</b> \$ -	
<b>Description</b>	<b>Date of Service</b>	<b>Year</b>	<b>Price</b>
PM 2	May	2023	\$1,143.48
PM 1	November	2023	\$852.74
PM 2	May	2024	\$1,194.94
PM 1	November	2024	\$891.11
PM 2	May	2025	\$1,248.71
PM 1	November	2025	\$931.21
Other PM2	May	2026	\$1,304.90
Other PM1	November	2026	\$973.12
ASSUMES GROUND LEVEL GENERATOR INSTALLATION			
PREVAILING WAGE	PREVAILING WAGE	PREVAILING WAGE	
ADD SALES TAX if applicable.	ADD SALES TAX if applicable.	ADD SALES TAX if applicable.	



Billing # 1000997

Date:

2/13/2023

Customer # 1000997

<b>Invoice to:</b> Clifton Park, Town of - Sewer Dept One Town Hall Plaza Clifton Park, NY 12065	<b>Site Information:</b> Clifton Park, Town of - Sewer Dept 477 Clifton Park Center Rd Clifton Park, NY 12065
---	--

<b>Attn:</b> Michael O'Brien	<b>Site Contact:</b> Michael O'Brien
<b>E-mail:</b> mobrien@cliftonpark.org	<b>E-mail:</b> mobrien@cliftonpark.org
<b>Phone:</b> 518-348-7313	<b>Phone:</b> 518-348-7313
<b>Cell:</b> 518-573-3414	<b>Cell:</b> 518-573-3414
<b>Fax:</b>	<b>Fax:</b>

<b>Make:</b> Kohler	<b>Contract Years:</b> 4	<b>Service Schedule Type:</b> Non Flexible
<b>Model:</b> KH20REOZJB	<b>Contract Period :</b> 10/1/2022 - 12/31/2026	<b># of PM Services:</b> 6
<b>Serial #:</b> 2135779	<b>Customer Equip #:</b> 477 Clifton Park Center Rd 12065	<b># of Secondary Events:</b> 2
<b>KW:</b> 25	<b>EQ068494</b>	<b>Total # of Services:</b> 8

**Notes:** SALES TAX IS NOT INCLUDED IN THIS QUOTE. All work to be done during normal weekday hours. If batteries are being replaced, customer to supply lifting assistance moving the batteries to avoid the need for a second tech. Battery replacement to take place during a PM visit. THIS IS A PREVAILING WAGE AGREEMENT. ADD SALES TAX If applicable. ASSUMES GROUND LEVEL GENERATOR INSTALLATION. "Compliance Engine" report submission, if applicable, add \$50.00 per service report. SOURCEWELL pricing has been applied.

<b>Agreement Price:</b>	\$ 8,751.17	<b>PM Price year 2:</b>	\$ 2,137.58	<b>Loadbank Test:</b>	\$ -
<b>PM Price Year 1:</b>	\$ 2,045.53	<b>PM Price year 3:</b>	\$ 2,233.77	<b>Battery Replacement:</b>	\$ -
		<b>Other Services:</b>	\$ 2,334.29	<b>ATS Test:</b>	\$ -
<b>Description</b>		<b>Date of Service</b>		<b>Year</b>	<b>Price</b>
PM 2		May		2023	\$1,192.79
PM 1		November		2023	\$852.74
PM 2		May		2024	\$1,246.47
PM 1		November		2024	\$891.11
PM 2		May		2025	\$1,302.56
PM 1		November		2025	\$931.21
Other PM2		May		2026	\$1,361.17
Other PM1		November		2026	\$973.12
ASSUMES GROUND LEVEL					
GENERATOR INSTALLATION					
PREVAILING WAGE		PREVAILING WAGE		PREVAILING WAGE	
ADD SALES TAX If applicable.		ADD SALES TAX If applicable.		ADD SALES TAX If applicable.	







**RESOLUTION**

**#2**

Resolution No. \_\_\_\_\_ of 2023 a resolution authorizing the Sewer Department to purchase one (1) used bypass pump that the Town is currently renting from Xylem Pumps.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_.

WHEREAS, Michael O'Brien, Collection Systems Manager, has requested authorization to purchase one (1) used bypass pump for use by the Sewer Department during sewer emergencies, and

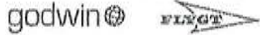
WHEREAS, the Sewer Department is currently renting a diesel pump and engine from Xylem Pumps, Feura Bush, NY for use in a declared emergency in the southern portion of Town within Clifton Park Sewer District #2, and

WHEREAS, Mr. O'Brien has negotiated a potential purchase of the emergency equipment from Xylem Pumps at a total cost not to exceed \$14,000; now, therefore, be it

WHEREAS, Mr. O'Brien recommends purchasing this bypass pump using best value criteria under Procurement Policy #15, in lieu of continuing to rent it as it will allow the Town to more effectively respond to and maintain multiple sewer emergencies, and

RESOLVED, that the Collection Systems Manager is authorized to purchase the above-referenced bypass pump for use by the Town Sewer Department, in a total amount not to exceed \$14,000 to be paid from G11-8111-200 (Clifton Park Sewer District #2-Sewer Contractual-Equipment).

PO# 1323-051



Sold by:

**Invoice**  
**Branch 032**  
 1373 Indian Fields Rd  
 Feura Bush, NY 12067  
 Tel: 518-767-2340  
 Fax: 518-767-2354

Remit to: Xylem Dewatering Solutions, Inc.  
 26717 Network Place  
 Chicago, IL 60673-1267  
 Phone: 1.855.278.2248 (Opt 1)

NOTE: Valued customers, please note the NEW remit address change included on this invoice.

S  
O  
L  
D  
T  
O  
Town of Clifton Park  
 1 Town Hall Plz  
 Clifton Park, NY 12065-3610

S  
H  
I  
P  
T  
O  
Town of Clifton Park  
 477 Clifton Park Center Rd  
 Clifton Park, NY 12065-3610

Cust. No.	Invoice Date	Invoice No.
00112638	03-09-2023	401236546

Page 1 of 1

Customer PO	Ordered By	Contract Date	Date Shipped	Sale Contract #	Sales Representative	Order Taken By	Payment Terms	
Used Sale CD100	Mr. Mike O'Brien	03-09-2023	03-09-2023	232005279	Seth Morris	Seth Morris	Net 60	
ITEM	DESCRIPTION			QTY ORDERED	QTY SHIPPED	QTY B/O'd	SELL PRICE	EXTENDED SELL
PMCD040DCN000R	Dri-Prime CD100M Diesel Pump • 4" 150# Flange Suction and Discharge • Yanmar 3TNV88 Diesel Engine • GP30 highway trailer, 30 gal fuel tank  Pumpend S/N: 0644020-12 Engine S/N: 032677 Base S/N: 44384 FST IMEI: E-Code: D-41139			1	1	0	14,000.00	14,000.00
CAPGMA005R	Godwin PrimeGuard Float Set • w/ 65' NM Mechanical Floats			1	1	0	0.00	0.00

ALL PAST DUE INVOICES ARE SUBJECT TO  
 1 1/2% PER MONTH SERVICE CHARGE

Merchandise	Labor	Shipping	Misc. Charges	Taxes
\$ 14,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

Important Information: Due to fraud attempts any communication for changes of bank account details have to be confirmed by a call-back with your respective Xylem contact person.

Total Invoice

**\$ 14,000.00**

Barbara P# 1323-051

**Mike O'Brien**


**From:** Morris, Seth - Xylem <Seth.Morris@xylem.com>  
**Sent:** Monday, March 6, 2023 11:34 AM  
**To:** Mike O'Brien  
**Subject:** Godwin 4" Rental Buyout  
**Attachments:** CD100M-Eng.pdf


Mike-

As discussed the pump you are currently renting D41139, Godwin CD100M 4" with Vandal Pack Cover on a road going trailer with a Yanmar 3TNV88 Tier 3 engine is offered at \$14k. Let me know as soon as possible if you would like to purchase this unit. Thanks

Seth Morris, P.E.  
Outside Sales Engineer  
**Xylem Dewatering Solutions**  
1373 Indian Fields Rd  
Feura Bush, NY 12067  
O: 518-767-2340  
D: 518-501-1203  
F: 518-767-2354  
C: 518-390-4052  
[seth.morris@xylem.com](mailto:seth.morris@xylem.com)

**xylem**  
Let's Solve Water



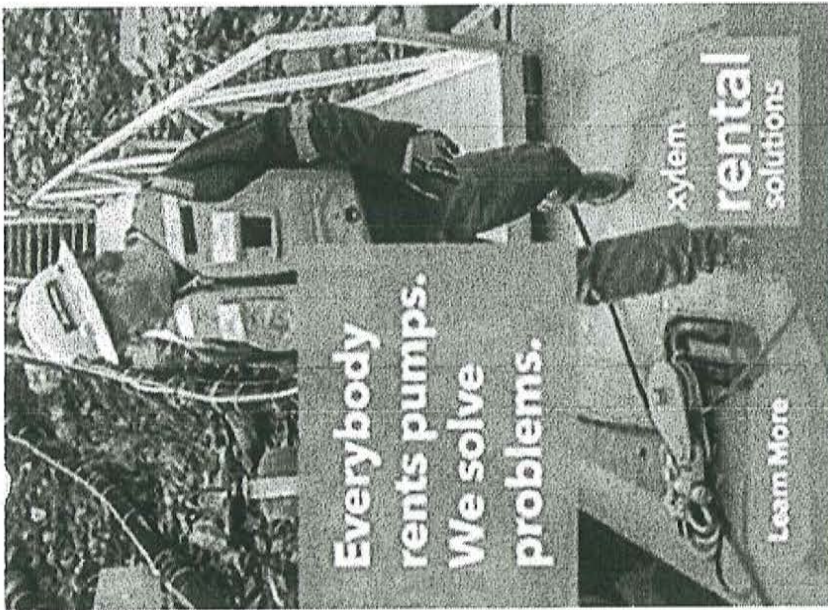
godwin  **xylem rental solutions**



**OUTSMART WATER.  
ANYTIME, ANYWHERE.**  
Meet the pump that set the standard. Again.

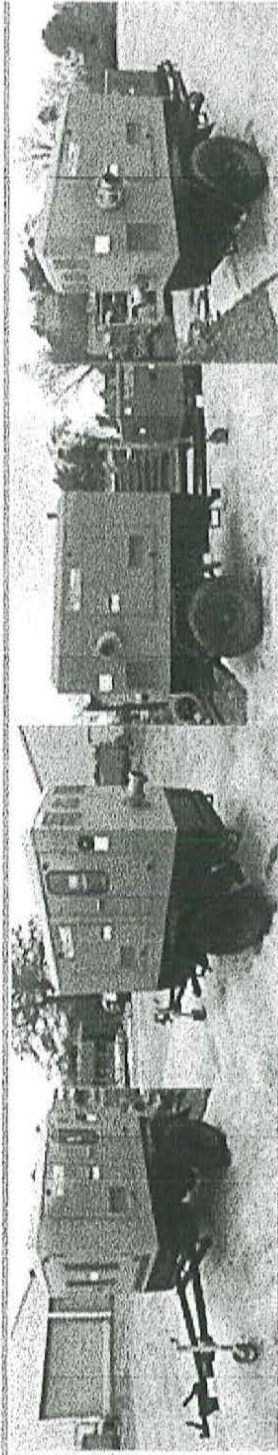
**godwin**  
a xylem brand

**LEARN MORE >**



CONFIDENTIALITY NOTICE: This e-mail, including any attachments and/or linked documents, is intended for the sole use of the intended addressee and may contain information that is privileged, confidential, proprietary, or otherwise protected by law. Any unauthorized review, dissemination, distribution, or copying is prohibited. If you have received this communication in error, please contact the original sender immediately by reply email and destroy all copies of the original message and any attachments. Please note that any views or opinions presented in this e-mail are solely those of the author and do not necessarily represent those of Xylem Inc..

Photos (12)



## 2010 GODWIN CD100M

Pumps

USD **\$10,832**

Price entered as: GBP £9,000

*167 gpm  
12u head*

Save  Compare

Email Seller

CURRENCY: [Get Financing\\*](#)

Machine Location: Stuart House, Hargham Road, Shropham, Attleborough, Norfolk, United Kingdom NR17 1DT [↗](#)

### Seller Information

[View Seller Information](#) [↗](#)

Stuart Group Limited

Contact: Sales Manager

Phone: **+44 1953 250008**

Shropham, United Kingdom NR17 1DT

[📞 +44 1953 250008](#) [↗](#)

[📺 Video Chat](#) [↗](#)

# 2012 GODWIN CD100M



USD **\$21,999**

## Seller Information

DirecTec, LLC

Contact: Burton Stevens

Phone: (303) 678-4368

Boulder, Colorado 80306

(303) 678-4368

[Video Chat](#)

[Hide Thumbnails](#)

## Description

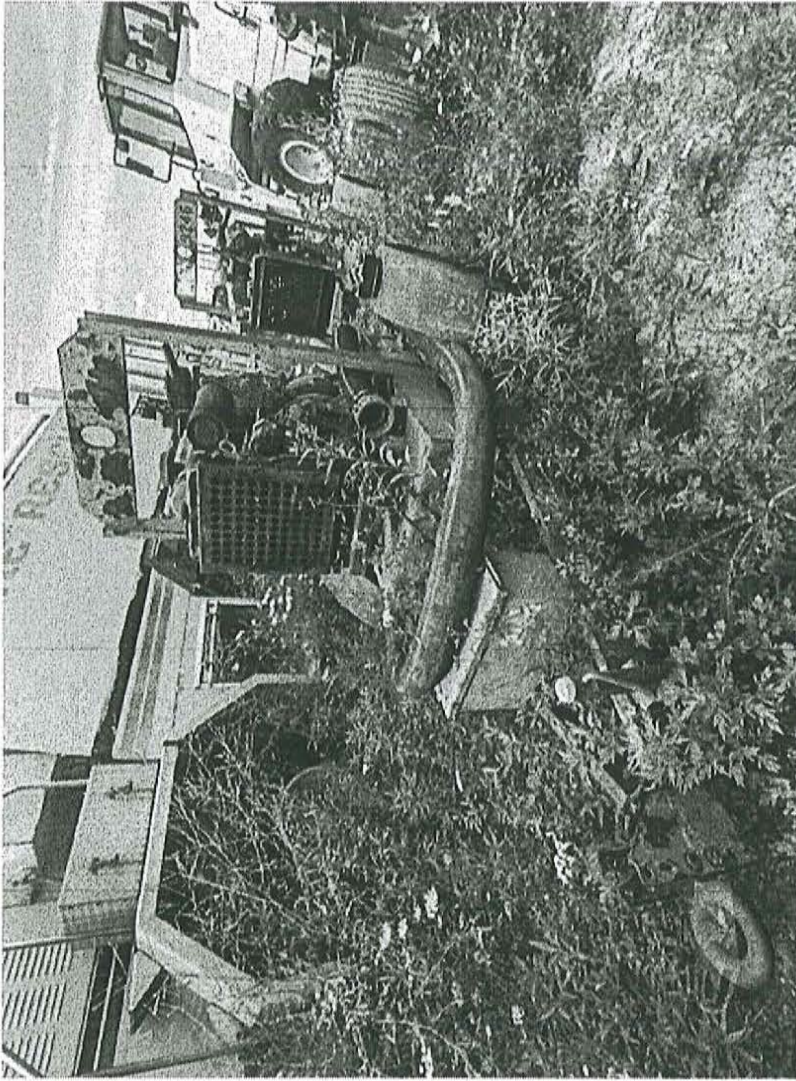
Owner notes: Just put a brand new pump on this and did a complete service on the engine. This unit runs great

## Specifications

Year	2012	Manufacturer	GODWIN
Model	CD100M	Condition	Used
Stock Number	13424		

[Show As Paragraph](#)

# 2010 GODWIN CD100



USD **\$14,900**

## Seller Information

GLOBALSOFT EQUIPMENT SALES

Contact: Mike Iacovangelo

Phone: (585) 763-7060

Rochester, New York 14624

[Visit Our Website](#)

(585) 763-7060

[Video Chat](#)



[Hide Thumbnails](#)

## Description

2010 Godwin CD100 -1,670 Hours

## Specifications

Year 2010 | Manufacturer GODWIN | Model CD100 | Hours 1,670 | Serial Number 92457823 | Condition Used |

[Show As Table](#)

Contract Number	Transaction	Sales Engineer	Purchase Order	Contact	Start Date	Billed To	Exchange Status	E-Code	Item Description	Qty On Rental	Off Rent Date	Daily Unit	Daily Total	Daily OT
112638 - Town of Clifton Park 477 Clifton Park Center Rd Clifton Park, NY														
232005237	Local Rental Contract	Seth Morris	PO#1223-035	Mr Mike O'Brien	2/16/23			D-41139	CD100M 4" 3TNV20 RGT 300	1		\$100.00	\$100.00	\$90.00
									4" 90 Degree QD Bend	1		\$0.00	\$0.00	\$0
									4" x 20' Black Water Suction Hose W/QD	2		\$20.00	\$40.00	\$0
									PrimeGuard 65' NM Mechanical Float Set	1		\$60.00	\$60.00	\$0
									4" Suction Screen	1		\$0	\$0	\$0
									Delivery Zone 2 - Pickup Truck	1		\$0	\$0	\$0
									Fuel Surcharge by the Mile	44		\$0	\$0	\$0
									Pickup Zone - Pickup Truck	1		\$0	\$0	\$0
									Environmental Fee	1		\$0	\$0	\$0
					3/3/23			FTC50-127	500 Gallon Fuel Cube W/Dbl Wall & Skid	1		\$55.00	\$55.00	\$0
									Delivery Zone 3 - Rollback	1		\$0	\$0	\$0
									Pickup Zone - Rollback	1		\$0	\$0	\$0
									Environmental Fee	1		\$0	\$0	\$0
Total for Contract 232005237												\$323.00	\$343.00	\$90.00
Total for Customer Number 112638												\$323.00	\$343.00	\$90.00

Seth Morris

Weekly Unit	Weekly Total	Weekly OT	Monthly Unit	Monthly Total	Monthly OT	Transportation Charges
\$5	\$540.00	\$270.00	\$1,620.00	\$1,620.00	\$810.00	\$0
\$24.00	\$24.00	\$0	\$72.00	\$72.00	\$0	\$0
\$60.00	\$120.00	\$0	\$180.00	\$360.00	\$0	\$0
\$180.00	\$180.00	\$0	\$540.00	\$540.00	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$150.00
\$0	\$0	\$0	\$0	\$0	\$0	\$31.24
\$0	\$0	\$0	\$0	\$0	\$0	\$150.00
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$165.00	\$165.00	\$0	\$495.00	\$495.00	\$0	\$0
\$0	\$0	\$0	\$0	\$0	\$0	\$300.00
\$0	\$0	\$0	\$0	\$0	\$0	\$300.00
\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$969.00	\$1,029.00	\$270.00	\$2,907.00	\$3,087.00	\$810.00	\$931.24
\$969.00	\$1,029.00	\$270.00	\$2,907.00	\$3,087.00	\$810.00	\$931.24

**Cynthia, Zlogar**

---

**From:** noreply  
**Sent:** Tuesday, March 21, 2023 11:15 AM  
**To:** Cynthia, Zlogar; Mike O'Brien  
**Cc:** Jean, Spiegel; Phil Barrett; Mark Heggen; Tom McCarthy; Lynda Walowit; Anthony Morelli; Agatha, Reid; Christopher, O'Hara  
**Subject:** Resolution Request for TB Meeting: 04-03-2023 or Sewer  
**Attachments:** 6419c9fbab4ee-Pump Info.pdf

**COMPTROLLER APPROVAL or Comments:**

**ATTORNEY APPROVAL or Comments:**

An item has been submitted to the Resolution Request form for review.

Department: **Sewer**  
Your email: **mobrien@cliftonpark.org**

Sponsor/Contact as shown on the agenda (i.e. P. Barrett, A. Morelli, D. Bull, etc.): **Barrett**

Requested Meeting Date: **04-03-2023**

Alternate Date

Brief Description: **Resolution to authorize the purchase of a used bypass pump from Xylem. The Town Sewer Department is currently renting this pump and worked a deal out with the vendor to purchase outright instead of the rental fees. The Sewer Departments emergency capabilities have not grown in pace with the additional sewer systems we have acquired over the past few years and an additional pump will allow us to respond and maintain multiple emergencies. A new pump is over \$45,000.**

Budget #: **G11-8111-200**  
Budget Description: **CPSD#2 Equip and Building**  
\$ Amount: **\$14,000**

Procurement Policy, please describe. **reasonable price based on other examples found on internet, model is consistent with the style and brand pump the Town Sewer Department currently owns.**

Additional Comments/Details:

*Procurement Policy - GML 104*

RESOLUTION  
# 3

Resolution No. of 2023 a resolution authorizing the emergency purchase of a standby generator for Settlers Lane Pump Station pursuant to Sourcewell Service Cooperative Contract #092222-CMM.

Introduced by \_\_\_\_\_, who moved its adoption, seconded by \_\_\_\_\_.

WHEREAS, Collections Manager Mike O'Brien has advised that the original Cummins standby generator for the Settlers Land Pump Station has failed and is beyond repair, and has requested authorization to purchase a new Cummins standby generator, pursuant to the procurement process through Sourcewell Service Cooperative, and

WHEREAS, pursuant to General Municipal Law §103(16) municipalities are authorized to purchase materials, equipment or supplies through publicly bid contracts of another political state or political subdivision thereof, and

WHEREAS, Sourcewell-mn.gov is a Service cooperative created under Minnesota Statutes §123A.21, and provides cooperative purchasing contracts to public entities under Minnesota Statute 471.59 to participating Agencies and governments, and

WHEREAS, Mr. O'Brien advises that the Cummins standby generator, available through Source Well contract #092222-CMM, will best meet the needs of the Sewer Department, now, therefore, be it

RESOLVED, that the Sewer Department is authorized to purchase the Cummins standby generator referenced above in an amount not to exceed \$15,866 to be paid from G5-8111-200 (Dutch Meadows District #1-Sewer Contractual-Equipment), and be it further

RESOLVED, that the Comptroller is authorized to transfer \$1,000 from G5-8111-24 (Dutch Meadows Sewer-Sewer Admin-General Maintenance) to G5-8111-200 (Dutch Meadows Sewer- Sewer-Equipment).



Town of Clifton Park Sewer Dept.  
1 Town Hall Plaza  
Clifton Park, NY 12065  
Attn: Michael O'Brien

March 23, 2023

Re: Emergency Generator Set  
**Town of Clifton park Replacement**

Quote No. 232178

Dear Michael:

One (1) new Cummins C36N6 generator set rated 36KW, 120/208-volts, 3 phase, 4 wire, 60 hertz, 1800 RPM, for operation on natural gas fuel. Package to include our standard accessories plus the following:

- UL2200 listed
- EPA certified
- Engine starting batteries - lead acid type
  - Battery rack and cables
  - Battery charger, float type, 6 amps, 12 VDC
  - Battery charging alternator
- Critical exhaust silencer, internally mounted
  - Stainless steel flex exhaust, internally mounted
- Engine jacket water heater
- Engine mounted radiator and fan
- Vibration isolators, internally mounted pad type
- Structural steel base rails

Cummins PowerCommand Control Panel featuring a microprocessor based digital control system with the following:

- Cyclic cranking control, adjustable
- Self diagnostics with LED's for self test
- Run-off-auto switch
- Menu switch
- Digital engine coolant temperature
- Digital engine RPM (tachometer)
- Digital DC battery voltage
- Digital engine starts counter
- Digital engine running hours
- Low oil pressure shutdown and pre-alarm

Albany Branch:  
Cummins Inc.  
101 Railroad Ave.  
Albany, NY 12205  
Phone: (332)-201-0088 (Mobile)  
Phone: (518) 459-1710 (Branch)



- High engine temperature shutdown and pre-alarm
  - Overspeed shutdown
  - Fail to crank shutdown
  - Fail to start (overcrank) shutdown
  - Oil pressure sender failure warning
  - Water temperature sender failure warning
  - Low battery voltage warning
  - High battery voltage warning
  - Weak battery warning
- 
- Generator mounted circuit breaker: one (1) rated 150 amps
  - Isochronous electronic governor
  - Weather protective sound attenuated enclosure.
    - Aluminum exterior construction
    - Skintight design
    - Internally mounted exhaust systems
    - 180 MPH wind load rating
  - Flexible fuel line and strainer (shipped loose)
  - Two (2) year generator set warranty
  - Lube oil and antifreeze
  - Factory testing at 0.8 power factor
  - Generator start up with available building load
  - Operation and maintenance manual

**Net package price, FOB FACTORY, FREIGHT ALLOWED, delivered via box truck to jobsite (unloading by others) ..... \$15,866.00 (plus applicable taxes)**

**Notes:**

1. Installation is by others.
2. Unloading is by others.
3. Any modification to exiting site to accommodate the new generator are by others.

Sincerely,  
*Sean O'Brien*  
Sean O'Brien  
(332) 201-0088 (Mobile)

Albany Branch:  
Cummins Inc.  
101 Railroad Ave.  
Albany, NY 12205  
Phone: (332)-201-0088 (Mobile)  
Phone: (518) 459-1710 (Branch)

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

**SCOPE.** Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 30 days, and the price is firm provided drawings are approved and returned within 30 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

**SHIPPING; DELIVERY; DELAYS.** Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. 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 and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

*AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.*

**PAYMENT TERMS; CREDIT; RETAINAGE.** 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 Equipment. 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 Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

**TAXES; EXEMPTIONS.** Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

**TITLE; RISK OF LOSS.** Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

**INSPECTION AND ACCEPTANCE.** Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

**LIEN; SECURITY AGREEMENT.** Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

**CANCELLATION; CHARGES.** Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed

cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

**MANUALS.** Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost. **TRAINING; START UP SERVICES; INSTALLATION.** Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

**MANUFACTURER'S WARRANTY.** Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

**WARRANTY PROCEDURE.** Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES**

THE REMEDIES PROVIDED IN THE 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.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

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

**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 EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED 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 EQUIPMENT 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 UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**DEFAULT; REMEDIES.** Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process,