

ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY

CONTRACT

FOR

**ASCO TRANSFER SWITCH MAINTENANCE
AND SERVICE**

THIS AGREEMENT is entered into as of the 21st day of Feb, 2025 by and between THE ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY, located at R.D. #1, 99 Greenbank Road, Boonton, New Jersey (hereinafter referred to as the "AUTHORITY"), and ASCO POWER SERVICES, INC., (hereinafter referred to as the "CONTRACTOR") with principal offices located at 160 Park Avenue, Florham Park, New Jersey.

WITNESSETH:

That the parties to these present, each in consideration of the undertakings, promises, covenants and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the AUTHORITY for itself and for its successors and assigns, and the CONTRACTOR for itself and for its heirs, executors, administrators, successors and assigns, as follows:

ARTICLE I

SCOPE OF WORK

The CONTRACTOR shall perform emergency call out and annual PM generator transfer switch services as described in Proposal No. 134595, dated January 15, 2025 attached hereto and made a part of. The Work shall also be defined by any Addendum and Contract Change Orders (or Written Amendment) as may be issued and approved by the Authority and Engineer.

ARTICLE II

CONTRACT TERM

Section 2.1 Contract Term. **The 2-year Contract Time shall be June 27, 2025 to June 26, 2027.** CONTRACTOR agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly and at such rate of progress as will insure full completion thereof in a timely manner.

ARTICLE III

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF CONTRACTOR

Section 3.1 Services Performed. CONTRACTOR shall perform the services in accordance with the Contract Documents, generally accepted standards of professional care, in compliance with all applicable Federal, State and local laws, statutes, codes, rules, regulations and guidelines.

Section 3.2 Applicable Laws. CONTRACTOR shall at all times observe and comply with all applicable federal, state, county, municipal and local laws, ordinances, rules and regulations which in any manner affect those engaged or employed in the performance of the Contract.

Section 3.3 Prevailing Wages. The Contractor shall pay not less than the prevailing wage rates as required by the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et al.) and the Contractor shall comply with the provisions of the Public Works Contractor Registration Act, P.L. 1999, c. 238 (N.J.S.A. 34:11-56.48 et al.), as applicable.

Section 3.4 Safety and Precaution. CONTRACTOR shall be solely responsible for maintaining and supervising all safety precautions and programs in connection with its operations and/or the Work to be performed under this Contract and shall take all the necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, all employees, other persons affected thereby and property.

Section 3.5 Continuing Performance. Unless a notice of termination is provided in the manner set forth in this Contract, CONTRACTOR shall maintain performance during all disputes or disagreements with the AUTHORITY and no Work shall be delayed, postponed or curtailed pending resolution of any disputes or disagreements, except as the CONTRACTOR and the AUTHORITY may otherwise agree in writing.

Section 3.6 Hold Harmless. CONTRACTOR agrees to protect, defend and save harmless the AUTHORITY against any damage for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract, and CONTRACTOR further agrees to indemnify and save harmless the AUTHORITY from suits or actions of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the CONTRACTOR, his servants or agents.

ARTICLE IV

INSURANCE

Section 4.1 Insurance

CONTRACTOR shall, at its sole cost, obtain and maintain in force for the duration of this Agreement any and all insurance with limits as requested by the AUTHORITY in the Contract Documents while CONTRACTOR, its employees, agents, or CONTRACTORS complete the Work, and the obligations of CONTRACTOR are performed. CONTRACTOR shall name the AUTHORITY as an additional insured and shall provide copies of all certificates of insurance to the AUHTORITY prior to the commencement of the work.

Certificates of Insurance satisfactory in form to RVRSA shall be supplied to RVRSA evidencing that the insurance required above is in force, that not less than thirty (30) days written notice will be given to them prior to any cancellation or restrictive modification of the policies or reduction of aggregate limits greater than \$100,000 of such insurance, and that the provisions dictated above are in force.

CONTRACTOR's compliance with this provision shall not constitute a limitation of liability or in any way limit or affect CONTRACTORS indemnification obligations under this Agreement.

ARTICLE V

THE CONTRACT SUM

Section 5.1. Contract Sum. The AUTHORITY shall pay to the CONTRACTOR, for the faithful performance of the contract, in lawful money of the United States, and subject to additions and deductions as provided in the Contract Documents, for year 1, \$3,466.00 and for year 2, \$3,466.00 in accordance with Proposal # 134959 dated January 15, 2025, attached herein.

ARTICLE VI

GENERAL OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

Section 6.1 Payments to CONTRACTOR. The AUTHORITY will make payments within forty-five (45) days of receipt of a properly executed AUTHORITY voucher, invoice and supporting documentation for work performed, unless the AUTHORITY or the AUTHORITY'S ENGINEER disputes the invoice submitted, or any portion thereof, in which case only that portion of the invoice not in dispute shall be paid to the CONTRACTOR within 45 days of receipt of the invoice. Amounts in dispute shall not accrue any interest or additional charges and shall not be paid until the dispute is resolved.

Section 6.2 Deficient Service or Materials. Payment by the AUTHORITY of any service shall not constitute a waiver or acceptance of any deficient services or materials.

ARTICLE VII

TERMINATION/BREACH OF CONTRACT

Section 7.1 AUTHORITY Rights. This contract may be terminated with or without cause by either party upon seven (7) days written notice.

ARTICLE X

GENERAL PROVISIONS

Section 7.2 Assignment. This Contract may not be assigned by either party without the prior written consent of the other party, and any purported assignment without such consent shall be null and void and without effect.

Section 7.3 Oral Agreements/Modifications. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in any of the Contract Documents. Modifications, waivers or amendments to the Contract Documents (or any provision thereof) shall be effective only if set forth in a written instrument signed by the AUTHORITY and CONTRACTOR after all corporate or other action regarding the authorization for such modifications, waivers or amendments have been taken.

Section 7.4 Severability. In the event that any provision of the Contract Documents shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction and/or state agency, the AUTHORITY and the CONTRACTOR shall, to the extent allowed by law, negotiate in good faith and agree to such amendments, modifications or supplements of or to the Contract Documents or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein. Other provisions of the Contract Documents shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect.

Section 7.5 Merger Clause. The Contract Documents constitute the entire agreement and understanding of the AUTHORITY and the CONTRACTOR with respect to the bidding, services and materials to be provided, the amount and payment therefore and all other matters addressed or referred to herein and supersede all prior and/or contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

Section 7.6 Notices. All notices, consents, approvals or communications required or

permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by overnight mail, courier or telecopy, as follows:

To the CONTRACTOR:
ASCO Power Services, Inc.
160 Park Avenue
Florham Park, New Jersey, 07932
Phone: (973) 445-7181
Fax: (973) 966 - 2693
Email: Kevin.Drewniany@ascopower.com

To the AUTHORITY:
JoAnn Mondsini, Executive Director
ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY
R.D. #1, 99 Greenbank Road,
Boonton, New Jersey 07005-9602
PH: (973) 263-1555
FAX: (973) 263-9068
Email: jmondsini@rvrsa.org

All notices shall be deemed given as of the day of receipt, except in the case of registered or certified mail notice shall be deemed given when sent, postage pre-paid, return receipt requested, addressed to the proper address hereinbefore stated (or as duly modified) even through delivery may be refused.

Section 7.7 Jurisdiction. This Contract has been made in the State of New Jersey and shall be interpreted, construed, performed and enforced under and in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or if a corporation has caused this Agreement to be executed, by the proper corporate officers and the official seal annexed hereto, the day and year first above written.

ATTEST:

Torrie Jarabek
, Witness

ATTEST:

Janice Fox
, Witness

ASCO POWER SERVICES, INC.

By: Jenny Bieber
Jenny Bieber, Sr. Contract Administrator
Accepted Subject to Vendor Terms
Attached to Quote

ROCKAWAY VALLEY REGIONAL
SEWERAGE AUTHORITY

By: JoAnn Mondsini
JoAnn Mondsini, Executive Director

EXHIBIT A – AFFIRMATIVE ACTION & ADA COMPLIANCE

Non-Discrimination in Employment. No Contract shall be awarded, nor moneys paid thereunder to any CONTRACTOR, subcontractor or business firm that has not agreed and guaranteed to afford equal opportunity in performance of the Contract and in accordance with an affirmative action program approved by the Treasurer of the State of New Jersey.

(a) During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause,

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where-applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27 - 5.2.

The contractor or subcontractor agrees to inform in writing its appropriate

recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability; nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

(b) The Parties hereby agree that the provisions of Title II of the American Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made part of this contract.

January 15, 2025

Proposal # 134959

Herb Ang
Rockaway Valley Regional Sewage
Rd 1, 99 Greenbank Road
Boonton, NJ 07005

Continuation of your periodic scheduled maintenance is essential to sustain your Emergency Power Equipment. Your current agreement expires on June 27, 2025. ASCO Power Services is pleased to offer the following maintenance package.

Annual equipment maintenance will be performed by factory trained field technicians in accordance with the attached maintenance checklist(s) and list of covered equipment. When necessary, maintenance can be scheduled for off-hours and weekends. ASCO Power Services Maintenance Programs can be custom tailored to meet your unique requirements.

The maintenance agreement provides more than just an annual maintenance visit. It establishes your partnership with ASCO Power Services. Additional benefits include:

ESSENTIAL MAINTENANCE

- Priority emergency service response.
- Emergency Service Calls at no additional charge.
- Discounts on replacement parts.
- Discounted labor rates for additional services such as standby assistance or additional testing. Discounts cannot be applied such that compensation would fall below applicable prevailing wage rates.
- Direct access to OEM repair parts.
- Prompt notification of factory upgrades and new product releases.
- Access to the ASCO Power Services "Emergency Stock" of replacement transfer switches located strategically throughout the U.S.
- Computer generated service reports for all covered equipment.
- Optional Circuit Breaker Preventative Maintenance and/or Infrared Scan.

If you choose to accept our proposal, please complete the Maintenance Selection Form and return.

Pricing established for this agreement has been negotiated for the planned activities to take place 8am-5pm, Monday through Friday.

Schneider Electric believes in enforcing strong, safe working practices and in protecting our Field Service Representatives. We schedule our Field Service Representatives in accordance with our Human Factors Policy, which can be provided upon request.

Circuit breakers, protective devices, and battery replacement and testing are excluded. Replacement circuit breakers, protective devices, and batteries will be supplied at appropriate price discounts. Electrical work required to disconnect, reconnect, jumper, or rework is excluded as is rigging, drayage, storage and handling. Replacement of an ASCO transfer switch is at the option of ASCO Power Services. Other manufacturer's product replacement is expressly excluded, including engine/generator components.

Circuit Breaker testing and Infrared Scan will only be performed if the additional service(s) are selected on the Maintenance Program Selection Form herein.

Thank you for your consideration in making Asco Power Services, Inc. your service partner.

Sincerely,

Kevin Dzwoniany



MISSION CRITICAL CARE

KEVIN DREWNIAKY
Account Representative
Asco Power Services, Inc.
160 Park Avenue, Florham Park, NJ 07932

Phone: (973) 445 7181 Fax: (973) 966 2693
E-mail: Kevin.Drewnlany@ascopower.com

List of Covered Equipment:

Should you find any discrepancies or errors with this list please notify your local account representative prior to the service date so that we may make the appropriate corrections.

Site Address: Rockaway Valley Regional Sewage, Rd 1, 99 Greenbank Road, Boonton, NJ

Equipment Designation	Catalog Number	Serial Number
	946447C	919021
	D4ATSA370N5XL	1760995

Essential Pricing Options:

Terms in Years	Year to Year	Multi-Year
Year 1	\$3,466.00	\$3,466.00
Year 2	\$3,639.30	\$3,466.00
Year 3	\$3,821.27	\$3,466.00
Year 4	\$4,012.33	\$3,639.30
Year 5	\$4,212.94	\$3,821.27

Cost Comparison:

5 years of annual maintenance administered and renewed each year:

\$19,151.84

5 year Maintenance Agreement, if accepted up front and invoiced annually:

\$17,858.57

A multi-year agreement can save your organization at least 6.75 % over 5 years:

\$1,293.27

RESOLUTION 25-027

RESOLUTION AUTHORIZING THE AWARD OF A 2-YEAR CONTRACT FOR PREVENTATIVE MAINTENANCE AND INSPECTION OF RVRSA GENERATOR CONTROLS AND TRANSFER SWITCHES

WHEREAS, the Rockaway Valley Regional Sewerage Authority (RVRSA) owns and operates generators utilized to convey wastewater for treatment and to achieve compliance with the terms and conditions of its wastewater discharge permit; and

WHEREAS, preventative maintenance and inspection are required annually to this equipment; and

WHEREAS, the RVRSA solicited two competitive quotes, dated January 22, 2025, competitive quotes attached, for hourly rates for annual preventative maintenance and inspection services; and

WHEREAS, the Authority desires to award a 2-year contract for the performance of such repair work to ASCO Power Services, Inc., located at 160 Park Avenue, Florham Park, New Jersey 07932, in an amount not to exceed \$3,466.00 in year 1 and not to exceed \$3,466.00 in year 2, subject to the availability of funds in year 2; and

WHEREAS, funds are available in the line item 01-503-240.

NOW THEREFORE, BE IT RESOLVED that the Rockaway Valley Regional Sewerage Authority as follows:

1. The Authority hereby authorizes the Executive Director to enter into a 2-year contract with ASCO Power Services, Inc., located at 160 Park Avenue, Florham Park, New Jersey 07932 for preventative maintenance and inspection services to the RVRSA generator controls and transfer switches, in an amount not to exceed \$3,466.00 in year 1 and not to exceed \$3,466.00 in year 2, subject to availability of funds in year 2, without the prior authorization of the RVRSA.

2. The Executive Director shall cause a copy of the within Resolution to be published in an official newspaper of the Authority.

3. This Resolution shall take effect immediately.

CERTIFICATION

I do hereby certify that this Resolution was adopted at a regular meeting of the Rockaway Valley Regional Sewerage Authority held on February 13, 2025.

On motion of Commissioner Isselin Seconded by Commissioner Andes

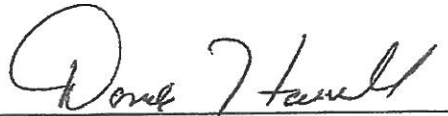
And a Roll Call Vote as follows:

Yeas: (7) Andes, Cegelka, Farrell, Howarth, Isselin, Schorno and Sheehy.

Nays: (0) None

Abstain: (0) None

Absent: (3) Corbett, Lavery, and Zuppa.



Donald Farrell
Board Secretary

January 15, 2025

Proposal # 134959

Herb Ang
Rockaway Valley Regional Sewage
Rd 1, 99 Greenbank Road
Boonton, NJ 07005

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The maintenance agreement provides more than just an annual maintenance visit. It establishes your partnership with ASCO Power Services. Additional benefits include:

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- Priority emergency service response.
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- Computer generated service reports for all covered equipment.
- Optional Circuit Breaker Preventative Maintenance and/or Infrared Scan.

If you choose to accept our proposal, please complete the Maintenance Selection Form and return.

Pricing established for this agreement has been negotiated for the planned activities to take place 8am-5pm, Monday through Friday.

Schneider Electric believes in enforcing strong, safe working practices and in protecting our Field Service Representatives. We schedule our Field Service Representatives in accordance with our Human Factors Policy, which can be provided upon request.

Circuit breakers, protective devices, and battery replacement and testing are excluded. Replacement circuit breakers, protective devices, and batteries will be supplied at appropriate price discounts. Electrical work required to disconnect, reconnect, jumper, or rework is excluded as is rigging, drayage, storage and handling. Replacement of an ASCO transfer switch is at the option of ASCO Power Services. Other manufacturer's product replacement is expressly excluded, including engine/generator components.

Circuit Breaker testing and Infrared Scan will only be performed if the additional service(s) are selected on the Maintenance Program Selection Form herein.

Thank you for your consideration in making Asco Power Services, Inc. your service partner.

Sincerely,

Kevin Drawniansky

KEVIN DREWNIAANY
Account Representative
Asco Power Services, Inc.
160 Park Avenue, Florham Park, NJ 07932

Phone: (973) 445 7181 Fax: (973) 966 2693

E-mail: Kevin.Drewniany@ascopower.com

Rockaway Valley Regional Sewage**List of Covered Equipment:**

Should you find any discrepancies or errors with this list please notify your local account representative prior to the service date so that we may make the appropriate corrections.

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5 year Maintenance Agreement, if accepted up front and invoiced annually:	<u>\$17,858.57</u>
A multi-year agreement can save your organization at least 6.75 % over 5 years:	<u>\$1,293.27</u>

Maintenance Program Selection Form

Proposal # 134959

Please Select the Program Term and Type:**Program Term:**

<input type="checkbox"/> 5 Year	<input type="checkbox"/> 3 Year
<input type="checkbox"/> 4 Year	<input checked="" type="checkbox"/> 2 Year
	<input type="checkbox"/> 1 Year

Program Type:☒ Essn**Payment Methods:**

Company Purchase Order, Credit Card or Signed Selection Form

Purchase Order Number: 25-00189 (Please Attach Hard Copy)Credit Card Holder's Name: N/APhone: 973-263-8319Tax Exemption #: 22-1950825Email: Jmondsini@rvrsa.org

Applicable taxes will be included on your invoice unless formal documentation is provided with your order. If you are classified as tax exempt, please provide your tax exemption number and a copy of your exemption certificate.

This maintenance package will become active and invoicing will commence annually upon receipt of company purchase order, credit card information or signed selection form.

Should it become necessary for your company to cancel a service agreement with Asco Power Services, please understand the following:

Essential Service Agreements provide for annual scheduled maintenance and emergency

service calls. Discounts are provided for replacement parts, as required, to complete repairs. Cancellation should be filed in accordance with our standard terms & conditions, 30 days. Upon receiving your letter or notice, we will determine whether any work has been executed under this agreement. If so, we will contact you to arrange for your final payment to Asco Power Services.

If no work has been done, there will be no further invoices. Also understand that associated discount levels for our contract

customers will be revised to standard time & material rates.

In the event, Asco Power Services has received advance payment (a multi-year agreement for example), we will calculate any remaining payment for services rendered and arrange for a credit or refund.

Asco Power Services will not refund or credit any part of unused services paid herein due to customer scheduling delays, work postponement by customer or changes in work scope.

Bill To: Attn: Jmondsini - RVRSA**Site Contact:** Herb Ang99 Greenbank Road

Phone: (973) 263 1555

Boonton, NJ 07005

Email: hang@rvrsa.org

(If any of the above information is incorrect, please make the required changes)

Customer Signature: John MondsiniDate: 2-21-25**Please Remit the Completed Form to your Local Rep:**

Kevin Drewniany, Account Representative

Phone: (973) 445 7181

Email: Kevin.Drewniany@ascopower.com

Fax: (973) 966 2693

SERVICE AGREEMENT

This Service Agreement ("Agreement"), dated this 21st day of FEB 2025, is made between Asco Power Services, Inc., a New Jersey corporation ("Seller") and KVRSB ("Buyer").

Preliminary Statement:

Buyer wishes to engage Seller to provide Buyer with the services described in the attached proposal (the "Services"), and Seller wishes to provide such Services to Buyer according to the terms of this Agreement.

Now, therefore, in consideration of the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, Seller and Buyer agree as follows:

1. **Scope of Services:** Seller agrees to provide the Services as described in the attached Proposal # 134959 (the 'Proposal') to Buyer at the times on the schedule provided in the Proposal.
2. **Term:** Seller shall provide the Services over a period of _____ year[s] from the date hereof (the 'Term'). Upon the parties' mutual agreement to (i) extend the Term for an additional year, (ii) any changes to the scope of the Services, as may be provided in an amendment to the Proposal, and (iii) any changes to the compensation paid Seller, as may be provided in an amendment to the Proposal, the Term shall be extended for a period of one additional year.
3. **Compensation:** Buyer agrees to pay Seller the amounts indicated in the Proposal for the Services within thirty (30) days of Seller's invoice. In the event the parties elect to extend the Term, any modifications to such compensation shall be provided in an amended Proposal. Buyer acknowledges applicable prevailing wage rates may increase. Buyer agrees that you will pay the legally applicable minimum wage rate for the work performed.
4. **Incorporation of Terms:** Both the Proposal and the Asco Power Services Terms and Conditions of Sale attached hereto are hereby incorporated by reference into this Agreement. In the event the terms of this Agreement conflict with either the Proposal or such Terms and Conditions of Sale, the terms of this Agreement shall govern.
5. **Wage Rates:** Buyer assumes responsibility to inform Seller if applicable prevailing wage laws apply to any of the services delivered herein. This would include any unexpected, or additional work that arises in the course of any services Seller provides to Buyer. If prevailing wage rates apply, Buyer agrees to provide written notification to Seller; otherwise, Buyer will assume prevailing wage laws do not apply. You agree that all work subject to applicable prevailing wage laws will be paid at the appropriate rate for the work performed.

IN WITNESS WHERE TO the parties to this Agreement have executed it as of the date first above written.

SELLER

Asco Power Services, Inc.

By: _____

Name: Shawn Burke

Title: Director of Sales

BUYER

Rockaway Valley Regional Sewerage Authority

By: _____

Name: Jo Ann Mondsin

Title: Executive Director

ASCO POWER CONTROL SYSTEM SCHEDULED MAINTENANCE CHECKLIST**Procedure**

1. Clean switchgear cabinets interior thoroughly.
2. Check all control wiring terminations and repair as necessary.
3. Clean and inspect bus detail.
4. Verify proper torque settings on bus detail and feeder cable terminations. (Generators must be locked out to perform this procedure).
5. Manually parallel each generator.
6. Verify all meters for accuracy.
7. Verify all indications lights and alarms operate properly.
8. Ensure all circuit breakers function properly.
9. Annotate all trip settings of circuit breakers.
10. Perform secondary circuit breaker injection testing (if the additional service option is selected).
11. Verify all fused disconnect switches operate (if applicable).
12. Dynamically check all generator pre-alarms and shutdowns.
13. Verify all backup PLC power supplies are operating correctly (if applicable).
14. Check PLC fault tables and clear if needed (if applicable).
15. Check for CPU battery expiration date (if applicable).
16. Check all station batteries for proper voltage.
17. Ensure system operates in automatic mode by initiating engine start.
18. Ensure generators share load properly and there is no cross current under no load.
19. Check load control, bus optimization and load demand (if applicable).
20. Ensure engines run through cool-down and shut-down accordingly.

ASCO Power Technologies, L.P. and ASCO Power Services, Inc. Standard Terms and Conditions of Sale

1. Contract Terms. These Standard Terms and Conditions of Sale ("Conditions of Sale") shall apply to any purchase or procurement of Products or Services by the legal entity procuring such Products or Services ("Purchaser") from the legal entity (ASCO Power Technologies, L.P. or ASCO Power Services, Inc.) that provided the proposal or is selling the Products and Services ("Seller"). To the extent that there is a conflict between these Conditions of Sale and a valid signed master agreement between the Purchaser and Seller, the specific conflicting terms of the master agreement shall prevail. To the extent that there is a conflict between these Conditions of Sale and another set of Seller terms and conditions issued to the Purchaser as part of the proposal or quotation process, the specific conflicting terms of the proposal or quotation document shall prevail. Any other variation from these Conditions of Sale shall require the signed consent of an authorized Seller representative and these terms and conditions supersede any prior or contemporaneous agreements or correspondence between the parties except as provided above. Seller's acceptance of Purchaser's purchase order is expressly conditional on Purchaser's assent to all of Seller's Conditions of Sale, and Purchaser specifically acknowledges and agrees that any purchase order issued by Purchaser shall operate only to establish payment authority for Purchaser's internal accounting purposes. Any such purchase order issued by Purchaser shall not be considered as a counteroffer, addition, amendment, modification or other revision these Conditions of Sale, and any terms or conditions contained in Purchaser's purchase order shall be of no force and effect. Purchaser's acceptance of the Products or Services will manifest Purchaser's assent to these Conditions of Sale.

2. Prices. Unless otherwise stated in an applicable quotation or proposal from Seller, the price quoted or specified by Seller for the Products or Services shall remain in effect for thirty (30) days after the date of Seller's quotation provided Seller receives and accepts from Purchaser a purchase order and an unconditional release to manufacture the Product and/or perform the Services within such time period. If such purchase order and release is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Products and/or Services to Seller's price for the Products and/or Services then in effect at the time of shipment of the Product and/or performance of the Services. All clerical errors are subject to correction. **Services Terms:** Additional charges will be billed to Purchaser at Seller's then prevailing labor rates or the prevailing wage rate required by law for any of the following: (a) any Services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; (b) any Services performed at times other than Seller's normal service hours; (c) if timely and reasonable site and/or equipment access is denied the Seller service representative; (d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller Service personnel will provide supervision only and the cost of such union or contract labor will be charged to Purchaser; (e) if Service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Purchaser's failure to comply with its obligations herein; or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry, or technical training. Seller is under no obligation to remove or dispose of parts or equipment unless specifically agreed upon in Seller's scope of work. Seller removed parts become the property of Seller. Purchaser shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Services are being provided to Purchaser and for a period of one (1) year after the last provision of Services.

3. Taxes. Unless otherwise set out in Seller's proposal or quotation, prices do not include taxes, duties or any other governmental levies, all of which are payable by Purchaser. Except as may be otherwise provided in the relevant Purchase Order, the price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by governmental authorities upon equipment and/or services quoted by Seller. The Purchaser shall be responsible for all such taxes, duties and charges resulting from these Conditions of Sale or any associated purchase. Seller is required to impose taxes on orders and shall invoice the Purchaser for such taxes and/or fees according to applicable law, statutes, or regulations, unless Purchaser furnishes the Seller at the time of order with a properly completed exemption certificate(s) acceptable to the authorities imposing the tax or fees. Any changes in foreign exchange rates, sales taxes, customs tariffs or other taxes shall be chargeable to the Purchaser.

4. Terms of Payment. Terms are net 30 days from date of invoice. Late payments will be subject to interest charges at the rate of two percent (2%) per month. If at Purchaser's request, shipments are delayed beyond the scheduled date, payments for the Products and Services completed to date will be invoiced to the Purchaser, as a percentage of the total Purchase Order price when Seller was originally prepared to ship. Products held for the Purchaser shall be at the risk and expense of the Purchaser. If shipment of Products and/or completion of Services is delayed more than 30 days after originally scheduled delivery date and not caused solely by Seller, Seller reserves the right to ship all Products to the Purchaser who will accept responsibility for Products including payment. Failure to pay any applicable payment on its due date shall automatically cause all installment amounts to become payable and in addition to Seller's other lawful remedies, Seller reserves the right to suspend or cancel the PO. If Purchaser fails to pay Seller for the Products and Services, Seller reserves the right to file in its sole discretion any liens, charges, security interests, or similar encumbrances against the applicable property, building, land, or Products and Services and Purchaser consents to such filings and registrations. Purchaser shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts.

5. Delivery and Schedule. While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed.

6. Risk of loss. Unless otherwise specifically agreed by the Parties, the Products are delivered FCA Seller's shipping point (Incoterms 2010) with Purchaser responsible for all official export formalities, authorizations, risks and expenses as may be applicable for export from the country of shipment, and title and risk of loss or damage shall pass to the Purchaser upon collection of the Products by the first carrier at Seller's premises, plants or warehouses. Delivery of Products by Seller will be deemed to be made to the Purchaser upon obtaining a signed receipt from the carrier showing receipt of the Products in good order.

7. Substitutions. Seller may furnish suitable substitutes for Products unobtainable because of priorities or regulations established by governmental authority or non-availability of materials from suppliers, provided such substitutions do not adversely affect the technical soundness of the Products. Seller assumes no liability for deviation from published dimensions and descriptive information not essential to proper performance of the Products.

8. Shortage. Claims for shortages or errors must be submitted to Seller within 30 days after invoice date, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by the Purchaser.

9. Installments. Seller reserves the right to make shipments in installments, unless otherwise expressly stipulated in a specific Purchase Order; and all such installments when separately invoiced shall be paid for when due per invoice without regard to subsequent shipments. Delay in shipment of any installment shall not relieve Purchaser of its obligation to accept remaining shipments.

10. Force Majeure. Seller will be excused from and not be liable for any non-performance if such delay or non-performance is due to any cause beyond the reasonable control of Seller, or which Seller could not reasonably foresee or reasonably provide against, and which prevents Seller from carrying out the terms of the order. This includes but is not limited to the following: epidemic, pandemic, public health emergency, war, revolution, insurrection or hostilities (whether declared or not), riot, economic upheaval, civil commotion or uprising, flood, earthquake, tempest, hurricane, lightning or other natural disaster; fire or explosion; strike, lockout, or other industrial disturbance whether at Seller or one of its suppliers; sabotage, accident, cyber attack, embargo, car shortage, wrecks or delays in transportation, non-delivery, unavailability or shortages of materials, parts or components or order or action of government authority. Any delay resulting from such cause shall extend the date of delivery or performance accordingly and the price will be adjusted to compensate Seller for the delay. Seller reserves the right to cancel an order, if in its opinion such circumstances threaten or cause extended delay in the performance thereof. In no event shall Seller be subject to any contractual sanctions including without limitation, delay penalties, liquidated or other damages or termination for default as a result of an event under this Section.

11. Standard Warranty. Seller warrants: (a) Products manufactured by Seller under its own brands and supplied by Seller as part of the Purchase Order, are subject to Seller's standard warranty that is applicable to the specific product at the time of purchase, and its terms, conditions and limitations are incorporated by reference herein (a "Standard Warranty"). (b) Services performed by Seller's personnel as part of the Purchase Order, if any, will be performed by qualified personnel with care, skill and diligence, in accordance with the applicable generally accepted standards recognized by the industry, and shall be free from faulty workmanship for a period of thirty (30) days from completion of the Services. For Services that include a Modification, the warranty for such Modification shall be one (1) year from the date of shipment of such by Seller. A "Modification" is integrating new controls and/or switchgear components into existing switchgear or upgrading an automatic transfer switch with new components or accessories. **Exclusive Warranty Remedies:** In the event of any warranty covered defects or deficiencies in Products in subsections (a) above, or Services in subs. (b) above, the sole and exclusive obligation of Seller shall be to re-perform the Services, or repair or replace the defective Products or part of the Products, at Seller's sole discretion. Such warranty coverage is contingent on Purchaser providing prompt notification to Seller once such defect or deficiency is reasonably apparent to Purchaser. **Exclusions & Limitations:** This warranty shall not apply (a) to Products not manufactured by Seller, (b) Services not provided directly by Seller, (c) to Products or Services that have been repaired or altered by anyone other than Seller so as, in Seller's judgment, affects the same adversely, (d) Seller's conformance with Buyer's design of the Products or Software; or (e) to Products or Services that appear to be subjected to negligence, accident, or damage by circumstances beyond Seller's control, or improper any non-Seller operation, maintenance or storage, or to other than normal use or service. Unless specifically covered in a Standard Warranty, the foregoing warranties do not cover reimbursement for labor, transportation, removal, installation, temporary power, or any other expenses that may be incurred in connection with repair or replacement. **THESE WARRANTIES, CONDITIONS, AND EXCLUSIONS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES (EXCEPT WARRANTIES OF TITLE), INCLUDING, BUT NOT LIMITED, TO IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS MAY BE PROVIDED IN WRITING BY SELLER, SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER THAN AS STATED ABOVE WITH REGARD TO PRODUCTS AND SERVICES SOLD BY SELLER TO PURCHASER. Non-Seller Products or Services:** With respect to Products not manufactured by Seller, or Services provided by non-Seller providers, the warranty obligations of Seller shall in all respects conform and be limited to the warranty actually extended to Seller by such non-Seller supplier.

12. Return of Products. No Products may be returned without first obtaining Seller's written permission and a returned material identification tag. Returned Products must be of current manufacture, in the original packaging, unused, undamaged and in saleable condition. Returned Products must be securely packed to reach Seller without damage and labeled with the return authorization number. For any returns, Seller will pay the carrier and deduct the freight charges from the credit unless the return results from Seller error, in which case freight charges will be paid by Seller. Any cost incurred by Seller to put Products in first class condition will be charged to the Purchaser. Returns must originate from the original Purchaser account number. Returns will be credited at the original price paid as indicated on the invoice or Purchase Order associated to the Products being returned as provided by the Purchaser. If no invoice number or Purchase Order number is provided, then credit will be issued based on the into stock price in effect 12 months prior to date of return authorization and will also have an additional 25% processing fee applied. Seller Products, which are listed in the current product return policy as returnable and which are accepted for credit, not involving a Seller error, shall be assessed a restocking fee of 25% of the invoice price.

13. Intellectual Property. Seller retains ownership of all right, title and interest (including copyright and patent rights) in and to the intellectual property relating to Products and Services and work product relating to thereto, including, but not limited to, documentation, prints, and drawings. Nothing in these Conditions of Sale constitutes a transfer or conveyance of any right, title or interest in such intellectual property, including without limitation any software or firmware contained in those, except the limited right to use it as provided in the documentation. As to Products proposed and furnished by Seller, Seller shall defend any suit or proceeding brought against Purchaser so far as based on a claim that such Products constitute an infringement of any copyright, trademark or patent in the United States or Canada. This obligation shall be effective only if Purchaser shall have made all payments then due hereunder and if Seller is notified promptly in writing and given authority, information, and assistance at Seller's expense for the defense of the same. In the event the use of such Products by Purchaser is enjoined in such a suit, Seller shall, at its expense, and at its sole option, either (a) procure for the Purchaser the right to continue using such Products, (b) modify such Products to render them non-infringing, or (c) replace such Products with non-infringing Products. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent, trademark or copyright infringement, and in no event shall Seller be liable if any infringement charge is based on the use of Seller Products for a purpose other than that for which it was sold by Seller. As to any Products or Services furnished by Seller to Purchaser and manufactured or provided in accordance with designs proposed by Purchaser, the Purchaser shall indemnify Seller against any award made against Seller for patent, trademark, or copyright infringements.

14. Software. Any software or computer information, in whatever form that is provided with Products manufactured by Seller or as part of Services, is licensed to Purchaser solely pursuant to standard licenses of Seller or its supplier of such software or computer information which licenses are hereby incorporated by reference and are available upon request. Seller does not warrant that such software or computer information will operate error-free or without interruption, and warrants only that during the warranty period applicable to the Products that the software will perform its essential functions. If such software or computer information fails to conform to such warranty, Seller will, at its option, provide an update to correct the non-conformance or replace the software or computer information with the latest available version containing a correction. Seller shall have no other obligation to provide updates or revisions.

15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, ITS OFFICERS, DIRECTORS, AFFILIATES OR EMPLOYEES BE LIABLE FOR ANY FORM OF INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF PRODUCT, LOSS OF REVENUE, PROFITS OR LOSS OF DATA DAMAGES WHETHER SUCH DAMAGES ARISE IN CONTRACT OR TORT, IRRESPECTIVE OF FAULT, NEGLIGENCE OR STRICT LIABILITY OR WHETHER SUCH PARTY HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THESE CONDITIONS OF SALE OR ANY OTHER CONTRACT DOCUMENT TO THE CONTRARY, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF SELLER FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES GIVING RISE TO A CLAIM. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF PURCHASER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE.

16. Insurance. Seller shall maintain reasonable insurance coverage (e.g., commercial general liability, worker's compensation, automobile) in such amounts as Seller deems appropriate in accordance with industry practice. Certificate of insurance evidencing this may be provided on request.

17. Import and Export. Seller is subject to the laws of, and the items provided by Seller under these Conditions of Sale contain or may contain components and/or technologies from, the United States of America ("US"), the European Union ("EU") or other nations. Purchaser acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other items and/or the embedded technologies (hereinafter referred to as "Deliverables"), and all activities carried out under these Conditions of Sale shall fully comply with applicable trade, export control, economic or financial sanctions or anti-boycott requirements imposed, administered or enforced from time to time by the United States, the United Kingdom, the European Union, and other applicable jurisdictions (hereinafter referred to as "International Trade Controls"). Unless applicable International Trade Controls authorizations have been obtained from the relevant authority and Seller has approved, the Purchaser shall not transact on Seller's behalf with, and Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable International Trade Controls; or (ii) be used for those purposes and fields restricted by the applicable International Trade Controls. Purchaser also agrees that the Deliverables will not be used either directly or indirectly in any missiles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons, or for any other prohibited end-use or end user unless authorized under International Trade Controls. Purchaser represents and warrants that it shall maintain reasonable compliance policies, procedures and controls designed to ensure compliance with International Trade Controls, and shall not otherwise undertake any action that violates or would cause Seller to violate International Trade Controls. Purchaser agrees to fully cooperate and provide all documentation that Seller identifies as necessary or advisable to support compliance with International Trade Controls. If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the International Trade Controls would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable International Trade Controls if it fulfilled the order, Seller shall be excused from all obligations under such order.

18. Health and Safety Compliance. Seller employees shall not perform Services that, in their sole opinion, are not free of reasonably foreseeable harm. This includes working on any equipment, whether provided by Seller, Purchaser or otherwise, that in such Seller employees' sole opinion has not been placed in an electrically safe working condition. Purchaser warrants that site and working conditions shall meet or exceed those specified by applicable Occupational Health and Safety Act and Regulations. Purchaser shall inform Seller of: (a) Known hazards, or reasonably foreseeable hazards, that are related to Seller's scope of Services and the site where the Services will be performed; and (b) Information about the worksite necessary to identify hazards and assess risk for the protection of the health and safety of Seller personnel. This information might include, but is not limited to: (i) Providing an accurate up-to-date single line diagram of the electrical distribution system; (ii) Providing relevant Workplace Hazardous Materials Information System (WHMIS) information such as Material Safety Data Sheets (MSDS) and floor plans indicating areas where hazardous materials are located and emergency exits for service rooms and other areas of operation; and (iii) Other site specific information relative to the Purchaser's operation, process and safety systems. Any hazardous materials requiring remediation in Seller's sole opinion will be separately chargeable to Purchaser and will be a condition precedent to Seller's performance of such Services. Purchaser shall at all times conduct itself in accordance with the highest standards of ethics and comply with all laws, rules, regulations, statutes, court decisions and guidance issued by any local, state, federal or foreign governmental authority or any political subdivision or instrumentality thereof. Purchaser shall, and shall cause its affiliates and its and its affiliates' respective employees, officers, directors, managers, members, partners, shareholders, agents, attorneys or third-party advisors ("Representatives") to comply with the US Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Purchaser covenants and agrees that it shall not (and that it shall cause its affiliates and its and its affiliates' respective Representatives not to) promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third person or entity, including any Non-US Official (as such term is defined in the FCPA), in each case, in violation of the FCPA, the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Purchaser further covenants that it shall (and that it shall cause each of its affiliates and its and its affiliates' respective Representatives to) maintain systems of internal controls (including accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA, the U.K. Bribery Act and any other applicable anti-bribery or anti-corruption Law. Upon request by Seller, the Purchaser shall provide responsive information and certifications (and/or allow Seller to review books and records) concerning the Purchaser's, its affiliates' and its and its affiliates' respective Representatives' compliance with applicable anti-bribery or anti-corruption laws, rules, regulations and statutes to Seller and its affiliates. The Purchaser shall promptly notify Seller if the Purchaser becomes aware of any violation of this section or any action, suit or proceeding brought against the Purchaser, its affiliates or its or its affiliates' respective Representatives in connection with any applicable anti-bribery or anti-corruption laws, rules, regulations and statutes. If the Purchaser has concerns related to ethics, compliance or ASCO Power/Schneider Electric's Principles of Responsibility, and/or any potential violations of these policies, Purchaser is welcome to make use of Schneider Electric's TrustLine. The TrustLine is Schneider Electric's global helpline for external stakeholders. It is a confidential channel through which Purchasers can ask questions and raise concerns. Reports can be made using the following link: <https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html>

19. Witness of Tests & Factory Inspections. Normal production schedules do not provide the opportunity for Purchaser to witness routine factory tests on Products or make factory inspections. Witnessing of tests or factory inspections by the Purchaser may result in delays of production for which Seller will not be responsible and which may result in additional charges and delayed scheduling to Purchaser. Witness testing and factory inspections must be requested at time of quotation, are subject to additional costs and must be confirmed at Purchase Order entry. Standard Seller factory testing and inspection will apply. Seller will notify Purchaser fourteen (14) calendar days prior to scheduled witness testing or inspection. In the event Purchaser is unable to attend, the Parties may mutually agree on a rescheduled date. However, Seller, at its sole option, may consider the witness tests or inspection waived, and ship and invoice the Products and the witness testing charges. Purchaser will be responsible for paying for all scheduled witness testing, whether or not Purchaser attends.

20. Patterns and Tools. Notice will be given if special patterns or tools are required to complete any Purchase Order. Charges for such patterns or tools do not convey title thereto or the right to remove them from Seller's plant. If patterns or tools are not used for a period of two years, Seller shall have the right to scrap them without notice.

21. Nuclear Applications. Unless otherwise agreed in writing by a duly authorized representative of Seller, Products sold hereunder are not intended for use in or in connection with any nuclear facility or activity. Purchaser hereby represents and warrants that such Products shall not be used in or in connection with any nuclear facility or activity. If so used, Seller disclaims all liability for any damage, injury or contamination; and Purchaser agrees and indemnifies Seller against any such liability, whether arising as a result of breach of contract, warranty or tort (including negligence) or otherwise.

22. Nature of Relationship. Purchaser agrees that Seller is an independent contractor and nothing in these Conditions of Sale creates between Seller and Purchaser a relationship of partners, joint venturers, or agents of each other, and no Party may so represent itself any of these manners.

23. Termination. Any Purchase Order may be terminated by the Purchaser only upon 30 days' notice to Seller and (a) for Services, upon reimbursement of all costs and expenses associated with the order caused by such termination and shall include a reasonable profit; (b) for Product, upon payment of the following termination charges, based on the price of the terminated Purchase Order: 20% after issuance of approval drawings; 50% after release to manufacturing; 100% after start of fabrication. Special or custom ordered Products are not cancelable after final acceptance or approval of drawings for the commencement of manufacturing.

24. Cancellation. Seller shall have the right to cancel any Purchase Order at any time by written notice for any material breach of these Conditions of Sale by the Purchaser, including material delays by Purchaser or its authorized representatives in releasing Products for manufacture or approval drawings and excessive changes to specifications or drawings.

25. Amendments. No amendment, supplement, modification, waiver or termination of the Purchase Order or these Conditions of Sale is binding unless executed in writing by both parties.

26. Applicable Laws. All matters arising out of or relating to the execution, construction, interpretation or breach thereof, are to be governed by the laws of the state of Delaware, excluding (i) such jurisdiction's rules regarding conflicts of laws, and (ii) the provisions of the *United Nations Convention on Contracts for the International Sale of Goods*. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has accrued.

27. Indemnity. Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or a party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: (i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; (ii) given all reasonable information and assistance by the other party; (iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

28. Prevailing Wage Rates. Purchaser agrees to provide written notice of legally required prevailing wage rates. Without written notice of legally required prevailing wage rates, Seller will assume Purchaser has concluded any applicable prevailing wage rates do not apply. Purchaser agrees to indemnify and defend Seller to the fullest extent of the law in any action (including but not limited to a lawsuit or proceeding before an administrative body or delegatee thereof) concerning applicable prevailing wage rates or classifications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2025

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

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

PRODUCER MARSH USA LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@Marsh.com Fax: 212-948-4377	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
	INSURER B : AIU Insurance Co	19399
	INSURER C : Lexington Insurance Company	19437
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

NYC-012233283-01

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	025710668	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 15,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	025710637 (AOS) 025710636 (MA)	01/01/2025 01/01/2025	01/01/2026 01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	025710670 (AOS) Additional WC/EL policies are shown on the following page	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
C	PROFESSIONAL E&O LIABILITY			02-778-14-79 POLICY IS CLAIMS MADE	01/01/2025	01/01/2026	EACH CLAIM / AGGREGATE \$ 5,000,000 SIR: \$ 5,000,000

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

Rockaway Valley Regional Sewerage Auth are included as additional insured with respect to General Liability and Auto Liability per the endorsement(s) attached. This insurance is primary and non-contributory over any existing insurance and limited to liability caused, in whole or in part by the named insured for General Liability and Automobile Liability per the endorsement(s) attached. Waiver of Subrogation is included in favor of the Certificate Holder under General Liability, Auto Liability, and Worker's Compensation per the endorsement(s) attached.

CERTIFICATE HOLDER

CANCELLATION

Rockaway Valley Regional Sewerage Auth
99 Greenbank Road
Boonton, NJ 07005

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

Marsh USA LLC



ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY MARSH USA LLC.		NAMED INSURED Schneider Electric Holdings, Inc. 1111 Pasquinelli Drive, Suite 100 Westmont, IL 60559
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSUREDS INCLUDE THE FOLLOWING:

Schneider Electric USA, Inc.
 Schneider Electric Engineering Services, LLC
 Veris Industries, LLC
 Schneider Electric IT Corporation
 Schneider Electric Buildings Americas, Inc.
 Schneider Electric Federal, Inc. (Formerly Schneider Electric Buildings Critical Systems, Inc.)
 Schneider Electric Solar Inverters USA, Inc.
 Schneider Electric Power Services, Inc.
 Summit Energy Services, Inc.
 Schneider Electric IT Mission Critical Services, Inc.
 Schneider Electric Smart Grid Solutions, LLC
 Schneider Electric Systems USA, Inc.
 ASCO Power Services, Inc.
 ASCO Power Technologies, L.P.
 Schneider Electric Advisory Services, Inc.
 Schneider Electric Digital, Inc.
 Schneider Electric Foundries LLC
 Schneider Electric Energy Management Software, Inc.
 Operation Technology, Inc. (DBA ETAP) (Excluding Workers Compensation)
 ETAP Automation, Inc. (Excluding Workers Compensation)
 IGE+XAO USA, Inc.
 ProLeit Corp.
 Automatic Control Engineering Corporation
 BIM-Electrical Corp.
 EcoAct, Inc. (Workers' Compensation is provided through Summit Energy Services, Inc.)
 Planon Corporation (Excluding Professional Liability)

Auto Buffer (Excess Auto Limits) Quota Share:

Carrier: RSUI Indemnity Company
 Policy Number: NHA604090
 Limit: \$2.5M part of \$5M xs \$5M

Carrier: SiriusPoint Specialty Insurance Corporation

Policy Number: TSX-001230-25
 Limit: \$2.5M part of \$5M xs \$5M

****ADDITIONAL WORKER'S COMP POLICIES****

POLICY PERIOD: 01/01/2025 - 01/01/2026

CARRIER: AIU INSURANCE COMPANY

POLICY NUMBERS AND STATES:

- 025710670 (AOS: AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WY)

- 025710671 (WI)

- PUERTO RICO: WC IS PURCHASED THROUGH THE STATE FUND AS PUERTO RICO IS MONOPOLISTIC.

- OHIO ONLY EXCESS WORKERS COMP:

POLICY NUMBER: 025710672; CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

LIMITS: EACH ACCIDENT: \$3,000,000 / DISEASE-POLICY LIMIT: 3,000,000 / DISEASE-EACH EMPLOYEE: \$3,000,000; SELF-INSURED RETENTION: \$2,000,000



ADDITIONAL REMARKS SCHEDULE

Page 3 of 3

AGENCY MARSH USA LLC.		NAMED INSURED Schneider Electric Holdings, Inc. 1111 Pasquinelli Drive, Suite 100 Westmont, IL 60559	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Schneider Electric Holdings, Inc. has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Schneider Electric Holdings, Inc. or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025

forms a part of policy No. 025710637

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

I SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025

forms a part of policy No. 025710637

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (In States Where
Applicable)

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025

forms a part of policy No. 025710637

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required under contract	As required under contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required under contract	As required under contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2025

forms a part of policy No. 025710668

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any Person or Organization Requiring Waiver of Transfer of Rights of Recovery Pursuant to the Terms of Any Contract or Agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective 12:01 AM 01/01/2025

forms a part of Policy No. 025710670

Issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

By A I U INSURANCE COMPANY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

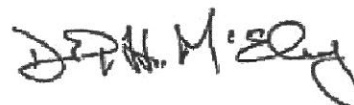
**ANY PERSON OR ORGANIZATION WHICH REQUIRES YOU TO
OBTAIN THIS WAIVER FROM US**

The premium change for this endorsement is INCLUDED

This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.



**ROCKAWAY VALLEY REGIONAL SEWERAGE AUTHORITY**

R.D. #1, 99 GREENBANK ROAD
BOONTON, N.J. 07005-9602
(973) 263-1555 Fax: (973) 263-9068

PURCHASE ORDER

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKING LISTS, CORRESPONDENCE, ETC.

No. 25-00189

ORDER DATE: 02/14/25
REQUISITION NO:
DELIVERY DATE:
STATE CONTRACT: RESO # 25-027
F.O.B. TERMS:

PAYMENT RECORD

CHECK DATE	CHECK NO.	AMOUNT

SHIP TO

RVRSA
RD 1, 99 GREENBANK RD
BOONTON NJ 07005
ATTN: HERB

VENDOR

VENDOR #: ASCOS005

ASCO POWER SERVICES, INC.
160 PARK AVENUE
FLORHAM PARK, NJ 07932

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Contract: C25-0047 MAINTENANCE AND INSPECTION ON GENERATOR CONTROLS & TRANSFER SWITCHES	01-503-240 ELECTRICAL MAINTENANCE EQUIPMENT	0.0000	0.00
			TOTAL	0.00
	Contract Total: 3,466.00			
	Previous Paid P.O.'s: 0.00			
	Other Open P.O.'s: 0.00			
	Amount this P.O.: 0.00			
	Available: 3,466.00			

CLAIMANT'S CERTIFICATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

EXAMINED AND APPROVED BY DEPARTMENT HEAD

I, having knowledge of the facts certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

SIGNATURE DATE

INSTRUCTIONS FOR VENDORS

- Purchase order number must appear on all invoices and packages.
- Make a separate invoice for each purchase order and enclose with our invoice voucher.
- The attached invoice voucher must be signed and returned before payment is made.

CERTIFICATION OF FUNDS

CFO / TREASURER SIGNATURE DATE

FINAL APPROVAL

FINANCE COMMITTEE DATE

FINANCE COMMITTEE DATE

EXECUTIVE DIRECTOR DATE

VENDOR SIGN HERE DATE

TAX I.D. NO. OR SOC. SEC. NO.

INCORPORATED? ☐ YES ☐ NO

VOUCHER COPY - SIGN AT X AND RETURN VOUCHER COPY WITH INVOICE FOR PAYMENT - SEE REVERSE SIDE