

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

J. E. LONERGAN COMPANY : CIVIL ACTION
10050 Sandmeyer Lane :
Philadelphia, Pa. 19115 :
 :
 :
 v. :
 :
 :
 JERSEY CENTRAL POWER & LIGHT COMPANY :
1001 Broad Street :
Johnstown, Pennsylvania : NO. 78-3923

ANSWER AND COUNTERCLAIM

COUNT I

1. Defendant denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.

2. Admitted.

3. Admitted.

4. Admitted.

5. Defendant admits that the action purports to seek the relief set forth in the Complaint. Defendant avers that the request for injunctive relief is now moot and denies that Plaintiff is entitled to declaratory relief.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Denied.

11. Denied.

12. Defendant admits that the document annexed as Exhibit A and B to the Complaint is correctly quoted, but Defendant denies that the document was ever sent to Defendant and further denies that the document is of any legal effect.

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13. See answer to paragraph 12.

14. See answer to paragraph 12.

15. Admitted.

16. Admitted.

17. The allegations of paragraph 17 are denied, except it is admitted that the valves were paid for.

18. The allegations of paragraph 18 are denied, except it is admitted that Lonergan was notified that the valves failed to perform according to specifications.

19. The allegations of paragraph 19 are denied, except it is admitted that the fault was attributed to Lonergan and that Lonergan was notified that the valves would be replaced.

20. Denied.

21. Denied.

22. Denied.

23. Denied.

24. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had. In all other respects the allegations of paragraph 24 are denied.

25. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had. In all other respects the allegations of paragraph 25 are denied.

26. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they

may have had. In all other respects the allegations of paragraph 26 are denied.

27. Defendant admits that Plaintiff has accurately quoted Article 21. It is denied that this is the only guarantee or warranty undertaken by Plaintiff.

28. Denied.

29. Denied.

30. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had.

31. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had.

32. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had.

33. No responsive pleading is required with respect to those allegations referring to arbitration now that all parties have waived any right to arbitration they may have had.

WHEREFORE Defendant respectfully prays that Plaintiff's prayer for injunctive relief be dismissed as moot.

COUNT II

34. Defendant admits that Plaintiff purports to bring an action under the Federal Declaratory Judgment Act.

35. The answers to paragraphs 1 through 33 are incorporated by reference as if set forth in full.

36. Denied.

WHEREFORE Defendant respectfully prays that Plaintiff's prayer for declaratory relief be dismissed, that Defendant be awarded costs, and that Defendant be granted such other and further relief as the Court may deem just and proper.

COUNTERCLAIM

I. INTRODUCTORY STATEMENT

1. This is a Compulsory Counterclaim brought by three public utilities which are co-owners of Unit No. 2 ("TMI-2") of the Three Mile Island nuclear generating station located in Londonderry Township, Dauphin County, Pennsylvania against the Counterclaim Defendant, J.E. Lonergan Company, the supplier of the main steam safety valves for TMI-2.

2. The action seeks recovery of money damages for costs incurred and damages suffered by the utilities as a result of the failure of the main steam safety valves to perform as required, which failure was caused by both the breaches of warranties, express and implied, and the negligence of the Counterclaim Defendant.

II. COUNTERCLAIM-PLAINTIFFS

3. Defendant-Counterclaim Plaintiff Jersey Central Power & Light Company ("Jersey Central") is a New Jersey Corporation with its principal place of business at Madison Avenue at Punch Bowl Road, Morristown, New Jersey. Jersey Central supplies electric public utility service in north central, east central, northwestern and western New Jersey.

4. Counterclaim-Plaintiff Metropolitan Edison Company ("Met-Ed") is a Pennsylvania Corporation with its principal place of business at 2800 Pottsville Pike, Muhlenberg Township, Berks County, Pennsylvania. Met-Ed supplies electric public utility service in portions of fourteen counties in eastern and central Pennsylvania.

5. Counterclaim-Plaintiff Pennsylvania Electric Company ("Penelec") is a Pennsylvania Corporation with its principal place of business at 1001 Broad Street, Johnstown, Pennsylvania. Penelec supplies electric public utility service in portions of western, northern and south central Pennsylvania, extending from the Maryland border to the New York border.

6. All three public utility Plaintiffs are subsidiaries of General Public Utilities Corporation, a public utility holding company with its principal place of business in Parsippany, New Jersey.

7. Jersey Central was the original owner of certain contracts, property and equipment, which property and equipment was incorporated in TMI-2, including the property and equipment and the related contract which are the subject matter of this Complaint. On February 9, 1976, Jersey Central sold an undivided 25% interest in the contract, property and equipment to Penelec and another undivided 50% interest to Met-Ed.

III. COUNTERCLAIM DEFENDANT

8. Defendant J.E. Lonergan Company ("Lonergan") is a Pennsylvania Corporation with its principal place of business at 10050 Sandmeyer Lane, Philadelphia, Pennsylvania.

Lonergan is a subsidiary of the Kunkle Valves Corporation. Lonergan is engaged in the business of designing and manufacturing valves.

IV. STATEMENT OF FACTS GIVING RISE TO CLAIM FOR RELIEF

9. Prior to 1969, Jersey Central decided to construct a nuclear-fueled electric generating unit. By 1969, it was decided to locate the unit in Dauphin County on the Susquehanna River near Middletown, Pennsylvania, known as Three Mile Island. The unit, to distinguish it from a first unit which was previously under construction at the same station, came to be known as TMI-2.

10. Jersey Central hired Burns & Roe as the architect-engineer for TMI-2. In this role, Burns & Roe was responsible for specifying, among other items, the performance specifications for the steam safety valves to be installed on the main steam lines of the nuclear reactor at TMI-2.

11. On June 16, 1969 Burns & Roe invited certain suppliers of steam safety valves, including Lonergan, to submit proposals for the design, manufacture and supply of the required valves.

12. On August 8, 1969 Lonergan submitted a proposal for the design, manufacture and supply of these steam safety valves.

13. On August 20, 1970, Jersey Central sent to Lonergan a purchase order for the valves. A copy of this purchase order and its subsequent amendments is annexed hereto as Exhibit "A".

14. The purchase order incorporated by reference the Burns & Roe Specification 2555-76 Amendment No. 1 dated

February 18, 1970, and Amendment No. 2 dated August 3, 1970. A copy of this specification incorporating all subsequent amendments (which are not here relevant) is annexed hereto as Exhibit "B".

15. The purchase order provided at the bottom of each of the three pages that the "attached acknowledgement must be executed and returned immediately." It also provided that "this order subject to all conditions on the face and back hereof." As the annexed Exhibit "A" indicates the purchase order was acknowledged by Steve Freemer for Lonergan prior to the supplying of the valves.

16. On the back of each page of the purchase order was the provision "By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected."

17. The specifications for these thirteen steam safety valves (three for each of four steam lines plus one spare) provided, inter alia, that the steam safety valves would open or lift to release steam when the pressure in the steam lines in which such valves were installed reached a set pressure of either 1050, 1075 or 1102 pounds per square inch and would reclose or reseal after the steam release had reduced the pressure in the steam lines by no more than 5 to 7 per cent.

18. During the summer and fall of 1975 Lonergan delivered the valves to Jersey Central at the site of TMI-2. Thereafter the valves were installed and paid for in full.

19. On April 28, 1978 during the start-up test of the plant, the pressure in the steam lines in which the Lonergan valves had been installed reached the specified set pressure for some of these valves. As a result for the first time these valves were lifted at significant plant power levels.

20. However, once the pressure dropped to the specified reseal level, the steam safety valves did not operate in accordance with the specifications; that is, the valves did not reclose when the pressure in the steam lines had dropped between 5 and 7 percent. Rather, the steam safety valves remained open until the pressure in the steam lines was reduced to below 550 pounds per square inch, or approximately 50%.

21. Lonergan was immediately notified that the steam safety valves failed to fulfill the requirements of the specifications.

22. Lonergan was given ample opportunities to repair, modify and/or correct the valves it had supplied. Employees and agents of Counterclaim Plaintiffs, Burns & Roe, and consultants hired by the Counterclaim Plaintiffs, cooperated fully in implementing all Lonergan suggestions. In addition Counterclaim Plaintiffs, Burns & Roe and the consultants sought and evaluated proposals of their own to repair, modify or correct the Lonergan valves. All of these efforts were unable to get the valves to fulfill the requirements of the specifications.

23. Counterclaim Plaintiffs incurred direct costs in excess of \$100,000 in the efforts of their agents, employees and consultants to test and bring the steam safety valves into conformity with the specifications.

24. Finally, in order to avoid delaying the completion of TMI-2 while the search for a solution continued without success, Lonergan was advised by Counterclaim Plaintiffs that Lonergan had failed to cure the faulty performance of the valves, that the valves were unacceptable, that Counterclaim Plaintiffs would cover by procuring replacement valves from another supplier and that Lonergan would be held responsible for the costs, damages and losses suffered by the Plaintiffs as a result of Lonergan's breaches of contract, breaches of warranties and negligence.

25. Replacement steam safety valves purchased from another supplier were installed in the main steam lines of TMI-2 by September 1978.

26. The installation of the replacement steam safety valves required substantial engineering and design work and modifications to TMI-2. Plaintiffs incurred direct costs in excess of \$1,600,000 for the replacement of the steam safety valves and the engineering and design work and modifications to TMI-2.

V. EXPRESS WARRANTY AND CONTRACT CLAIM

27. Counterclaim Plaintiffs hereby reassert and reallege paragraphs 1 through 27 of the Counterclaim as if set forth in full.

28. In the contract documents Lonergan expressly warranted and agreed, inter alia:

(a) that the work performed and the equipment supplied would be in full conformity with the engineers' plans, drawings, specifications and designs.

(b) that all apparatus, devices, workmanship and materials furnished were guaranteed against defects due

to poor selection of material, defects due to poor material, and defects due to poor workmanship.

(c) that all materials and equipment supplied would be new and the best of their several kinds of quality.

(d) that all equipment supplied would be manufactured or fabricated by skilled and trained labor.

(e) that the work would conform to the applicable codes and standards of the American Society of Mechanical Engineers, the American National Standards Institute, the American Society for Testing and Materials, the American Welding Society and the Commonwealth of Pennsylvania.

(f) that the performance of the valves in accordance with the specifications was guaranteed.

(g) that the materials supplied would be clean and free of all foreign matter.

(h) that the valves would meet certain performance criteria including but not limited to the requirement that the valves after releasing at the set pressure would reseal themselves within 5% to 7% of the pressure at which the release was triggered.

29. Counterclaim Plaintiffs relied upon the aforesaid express warranties and promises by Lonergan.

30. Lonergan breached both its contract and its express warranties as aforesaid, in that the valves were neither designed, manufactured nor supplied in accordance with Lonergan's warranties and the valves once installed failed to perform in accordance with these warranties.

31. The breach by Lonergan caused Counterclaim Plaintiffs serious damage in an exact amount to be determined at trial.

VI. IMPLIED WARRANTY CLAIM

32. Counterclaim Plaintiffs hereby reassert and reallege paragraphs 1 through 27 as if set forth in full.

33. In undertaking to supply Counterclaim Plaintiffs with steam safety valves, Lonergan impliedly warranted, inter alia:

(a) that it would design, manufacture and supply the steam safety valves in accordance with the standard of care expected of those firms which hold themselves out to the public as qualified to design, manufacture and supply valves of this type.

(b) that the steam safety valves would be fit for the purpose intended.

(c) that the steam safety valves would be of a sound and proper design.

(d) that the goods would be merchantable.

34. Counterclaim Plaintiffs relied upon the aforesaid implied warranties by Lonergan.

35. Lonergan breached its implied warranties as aforesaid in that the valves were not designed, manufactured or supplied in accordance with the warranted standard of care, the valves were not fit for the purpose intended and the valves were not of a sound and proper design and the valves were not merchantable.

36. The breach by Lonergan caused Counterclaim Plaintiffs serious damage in an exact amount to be determined at trial.

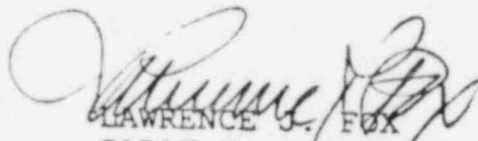
VII. NEGLIGENCE CLAIM

37. Counterclaim Plaintiffs hereby reassert and reallege paragraphs 1 through 27 as if set forth in full.

38. The negligence of Lonergan in designing, manufacturing and supplying the steam safety valves for the main steam line of TMI-2 caused the valves to fail.

40. The failure of the valves caused Counterclaim Plaintiffs serious damage in an exact amount to be determined at trial.

WHEREFORE, Counterclaim Plaintiffs respectfully pray that judgment be entered for Counterclaim Plaintiffs and against J.E. Lonergan Company in an exact amount to be determined at trial which amount exceeds \$50,000 plus interest and costs.



LAWRENCE J. FOX
SARAH M. THOMPSON
Counsel for Defendant Jersey
Central Power & Light and
Counterclaim Plaintiffs

OF COUNSEL

Drinker Biddle & Reath
1100 Philadelphia National
Bank Building
Broad and Chestnut Streets
Philadelphia, PA 19107
(215) 988-2714

Berlack, Israels & Liberman
26 Broadway
New York, N.Y. 10004
(212) 248-6900

Exhibit "A"

New Jersey Power & Light Company



MADISON AVENUE AT PUNCH BOWL ROAD • MORRISTOWN, N. J. 07960 • 539-6111

November 5, 1971

Loneragan Company
Red Lion Road West of Verree Road
Box 6167
Philadelphia, Pa. 19115

Attention Mr. Steve Freemer

Gentlemen:

Re: Purchase Order C 0052
Spec. 2555-76
Acknowledgement Copy

As per our telephone conversations with Mr. Breitfeller of Burns & Roe, we are sending a Xerox copy of the original Purchase Order and would appreciate your signing and returning to us so that our files may be complete.

Very truly yours,

C. Estell

C. Estell *CE*
Purchasing Agent

vj
Encl.

Act enclosed

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE



POOR ORIGINAL

ENDOR CODE

SHIP TO

Loneragan Company
 Red Lion Road West of Verree Road
 Box 6167
 Philadelphia, Pennsylvania

Jersey Central Power & Light Company

See Below

MAIL INVOICES IN DUPLICATE TO:
 ATTN: ACCOUNTS PAYABLE DEPT - T. M. I. # 2
 MADISON AVE AT PUNCH BOWL ROAD
 MORRISTOWN, NEW JERSEY 07960

Q DATE 10-70	REQ NO. 052061	DELIVERY REQUIRED BY SEE BELOW	SHIP TO ATTENTION OF SEE BELOW	ACCOUNT CHARGED 51-945283 22.813
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IP WESTWAY <input checked="" type="checkbox"/>	TERMS SEE BELOW	F. O. B. SP F/A	Main Steam Safety Valves R. Breitfeller	
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QTY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
13	<p>Main Steam Safety Valves in accordance with Burns & Roe, Inc. Specification 2555-76 Amendment No. 1 dated February 18, 1970, and Amendment No. 2 dated August 3, 1970.</p> <p><u>GENERAL DESCRIPTION</u> This order covers the engineering, design, manufacture, delivery and testing of thirteen (13) main steam safety valves, all complete with accessories and appurtenances.</p> <p>Total Lump Sum Price - - - - - \$53,950.00</p> <p>Additional charge for the requirement of ASME Code Section III Nuclear Stamp "IV" shall be one half (1/2) of J. E. Lonergan's actual cost with a maximum charge not to exceed twelve thousand and five hundred dollars (\$12,500). J. E. Lonergan will pro-rate the charge to Jersey Central Power & Light Company if orders are received for valves requiring the IV Stamp for a period up to the date of the actual delivery of the valves from the plant to the job site.</p>			

IMPORTANT
 PRICES MUST BE SHOWN ON ACKNOWLEDGMENT IF NOT SHOWN ABOVE.
 NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE ORDER.
 ATTACHED ACKNOWLEDGMENT MUST BE EXECUTED AND RETURNED IMMEDIATELY.
 THIS ORDER SUBJECT TO ALL CONDITIONS ON THE FACE AND BACK HEREOF.

CONTINUED
 PURCHASING DEPARTMENT

BY _____
 PURCHASING AGENT

PURCHASING - ALPHABETICAL

3

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

1. Render invoices within 24 hours after shipment. Discount period will be computed from date of invoice plus reasonable time allowance if not received within 48 hours after shipment.

2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will of your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement; provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

5. Check will be sent to address indicated on invoice.

6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wire is purchased by foot.

8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

POOR ORIGINAL

PURCHASE ORDER

No. C0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

ENDOR COLE



SHIP TO

Lonergan Company
 Red Lion Road West of Verree Road
 Box 6167
 Philadelphia, Pennsylvania

Jersey Central Power & Light Company

See Below

MAIL INVOICES IN DUPLICATE TO:
 ATTN: ACCOUNTS PAYABLE DEPT - T. M. I. # 2
 MADISON AVE AT PUNCH BOWL ROAD
 MORRISTOWN, NEW JERSEY 07960

Q. DATE -20-70	REQ. NO. C52061	DELIVERY REQUIRED BY SEE BELOW	SHIP TO ATTENTION OF SEE BELOW	ACCOUNT CHARGED 51-945283 22.813
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SHIP IA: BESTWAY <input checked="" type="checkbox"/>	TERMS SEE BELOW	F.O.B. SP F/A	Main Steam Safety Valves R. Breitfeller	
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QTY	QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
		<u>PAGE TWO</u>			
		The above additional charge for Nuclear Stamp in accordance with J. E. Lonergan's letter dated 7-24-70.			
		The per diem rate for additional field supervision - - - - -		\$84.00	
		Total expenses involved in traveling to and from site.		\$55.00	
		The above total Lump Sum Price is in accordance with the original bid form document proposal BF-1 dated 8-8-69 & J. E. Lonergan's letters of 10-1-69 & 7-8-70 Quotations 9023-H.			
		The per diem rate and travel expense in accordance with the original bid form document.			
		<u>Terms of Payment</u>			
		1% discount on invoices dated: 1st to 15th of month if paid by 25th of month or 1% discount on invoices dated: 16th to end of month if paid by the 10th of following month.			

CONTINUED

IMPORTANT PURCHASING DEPARTMENT

1. PRICES MUST BE SHOWN ON ACKNOWLEDGMENT IF NOT SHOWN ABOVE.
 2. NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE ORDER.
 3. ATTACHED ACKNOWLEDGMENT MUST BE EXECUTED AND RETURNED IMMEDIATELY.
 4. THIS ORDER SUBJECT TO ALL CONDITIONS ON THE FACE AND BACK HEREOF.

BY _____ PURCHASING AGENT

PURCHASING - ALPHABETICAL

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

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2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will at your own expense defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement; provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

5. Check will be sent to address indicated on invoice.

6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wires purchased by foot.

8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

POOR ORIGINAL

PURCHASE ORDER

No. C 0 0 5 2

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

ENDOR COJE



SHIP TO

Loneragan Company
 Red Lion Road West of Verree Road
 Box 6157
 Philadelphia, Pennsylvania

Jersey Central Power & Light Company

See Below

MAIL INVOICES IN DUPLICATE TO:
 ATTN: ACCOUNTS PAYABLE DEPT. - T. M. I. # 2
 MADISON AVE. AT PUNCH BOWL ROAD
 MORRISTOWN, NEW JERSEY 07960

Q. DATE 20-70	REQ. NO. CS2061	DELIVERY REQUIRED BY SEE BELOW	SHIP TO ATTENTION OF SEE BELOW	ACCOUNT CHARGED 51-945283 22.813
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SHIP TO BESTWAY	TERMS SEE BELOW	F. O. B. SP F/A	ACCOUNT CHARGED Main Steam Safety Valves
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QTY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
	<p align="center">PAGE THREE</p> <p><u>SHIPPING ADDRESS</u> By Rail Jersey Central Power & Light Company c/o United Engineers & Constructors Three Mile Island Unit No. 2 Middletown, Pa. (Penn Central R.R.)</p> <p>By Truck Jersey Central Power & Light Company c/o United Engineers & Constructors Three Mile Island Unit No. 2 Route No. 441 Talmouth, Pa.</p> <p>Delivery required at Project site March 1, 1972.</p>			

Steve Trimmer

Pennsylvania SALES & USE TAX DIRECT PAYMENT PERMIT NUMBER **400335**

RDD:jar

IMPORTANT

PURCHASING DEPARTMENT

1. PRICES MUST BE SHOWN ON ACKNOWLEDGMENT IF NOT SHOWN ABOVE.
2. NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE ORDER.
3. ATTACHED ACKNOWLEDGMENT MUST BE EXECUTED AND RETURNED IMMEDIATELY.
4. THIS ORDER SUBJECT TO ALL CONDITIONS ON THE FACE AND BACK HEREOF.

BY **C. Estell**
 PURCHASING AGENT

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

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2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.
3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will, at your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement, provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby giving our rights to indemnity hereunder.
4. Payments are made by check only. No drafts for purchases made will be honored.
5. Check will be sent to address indicated on invoice.
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8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

POOR ORIGINAL

PURCHASE ORDER

No. 8552

THIS FORM IS MADE AVAILABLE TO ALL PACKAGES AND OTHER PURCHASERS OF ALL TYPES OF LADING IN VOICES AND COMMUNICATIONS

NDOR CODE



(2)

SHIP TO

JERSEY CENTRAL POWER & LIGHT CO.

See original P.O.

TH 82

DATE	P.O. NO.	DELIVERY REQUIRED BY	SHIP TO ATTENTION OF	ACCOUNT CHARGED
				51-645203

IP	TERMS	F. O. U.
WESTWAY <input type="checkbox"/>		

QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
	<p>CHANGE NOTICE #1 dated January 7, 1972 as added to P. O. 80352 to include the following clause:</p> <p>"Trined Engineers and Constructors, Inc. has been designated as our representative to review equipment price breakdown and to coordinate the submission of invoices in accordance with the terms of the purchase order."</p> <p>ACKNOWLEDGEMENT OF RECEIVING CHANGE NOTICE #1 DATED JANUARY 7, 1972</p> <p><i>Vincent S. Glowacki</i></p> <p>Vincent S. Glowacki District Manager</p>			

SALES & USE TAX DIRECT PAYMENT PERMIT NUMBER 00335

IMPORTANT

PURCHASING DEPARTMENT

COPIES MUST BE SHOWN ON ACKNOWLEDGMENT IF NOT SHOWN ABOVE. NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE ORDER.

THIS ORDER SUBJECT TO ALL CONDITIONS ON THE FACE AND BACK HEREOF.

BY *[Signature]*
PURCHASING AGENT

POOR ORIGINAL

J. E. Lonergan COMPANY · MANUFACTURERS OF SAFETY-RELIEF VALVES

RED LION ROAD WEST OF VERREE ROAD · PHILADELPHIA, PA. 19115
P. O. BOX 6167 215 677-1710 TELEX 845-131



September 21, 1973

[Handwritten initials]
rec'd
9-26-73

Jersey Central Power & Light Company
New Jersey Power & Light Company
Madison Avenue at Punch Bowl Road
Morristown, New Jersey 07960

Attention: Mr. C. Estell
Purchasing Agent

Subject: Your Purchase Order No. C0052
Spec. No. 2555-76
Three Mile Island

Gentlemen:

We wish to acknowledge receipt of your change notices
No. 2 and No. 3.

Very truly yours,

J. E. Lonergan Company

Vincent S. Glowacki

Vincent S. Glowacki
District Manager

VSG/rb



Jersey Central Power & Light Company

No. C-0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

MEMBER OF THE
General Public Utilities Corporation
SYSTEM
201-539-6111

VENDOR CODE

SHIP TO

Jersey Central Power & Light Company
See Original P.O.

LONERGAN COMPANY
Red Lion Road
West of Veree Road
Box 6167
Phila. Pa. 19115

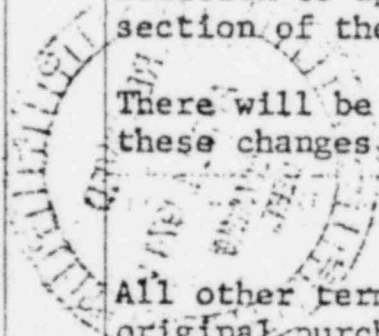
See Orig. MAIL INVOICES IN DUPLICATE TO:

TMI

P. O. DATE 8-20-70	REQ. NO. C-52437	DELIVERY REQUIRED BY See Orig. P.O.	SHIP TO ATTENTION OF	ACCOUNT CHARGED 51.945283
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SHIP VIA BESTWAY <input checked="" type="checkbox"/>	TERMS	F.O.B.	Acct. No. See Orig. R. Breitfeller
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ITEM	QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
<p>CHANGE NOTICE PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER.</p> <p>CHANGE NOTICE NO. 4 dated April 4, 1974 is issued to P.O. C-0052 in order to accomplish the following:</p> <p>To formally issue Amendment No. 5 dated February 15, 1974 to Burns and Roe, Inc. Specification 2555-76 in order to delete the valve wall thickness measurement requirement from the specification and in addition to update the special conditions section of the specification.</p> <p>There will be no price difference for these changes.</p> <p>All other terms and conditions of the original purchase order and previously issued change notices thereto shall remain the same.</p> <p>ACKNOWLEDGMENT</p>					



POOR ORIGINAL

CE/RD/ef

PLEASE COMPLETE AND RETURN IMMEDIATELY.

BY SIGNING THIS ORDER THE VENDOR ACCEPTS THIS ORDER AS ENTERED AND SUBSCRIBES FULLY TO THE CONDITIONS AND TERMS APPEARING THEREON.

DATE OF SHIPMENT

VENDOR J.E. LONERGAN CO DATE 4/8/74

BY Vincent S. Blawiecki

BY [Signature] Estell
PURCHASING AGENT

NOTE COMPLETE AND RETURN THIS FORM TO MADISON AVE. AT PUNCH BOWL ROAD MORRISTOWN, NEW JERSEY 07960. ATTN: PURCHASING DEPT.

LOWE'S COMPANY
Red Lion Road
West of Vero Beach
Vero Beach, Fla.
32980

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

1. Seller warrants and agrees that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will at your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement; provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

5. Check will be sent to address indicated on invoice.

6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wire is purchased by foot.

8. All shipments of electrical equipment liable to shock damage on transit either by truck or rail shall not be shipped without installing a "SHOCK PROTECTING CORDING METER" in car or truck that carries this equipment so that liability may be determined.

9. "If this Purchase Order is for materials or services necessary for the generation or distribution of electric energy, paragraphs (1) through (8) of Subpart (Equal Opportunity Clause) of Executive Order 11246 and the provisions of the rules and regulations promulgated under Executive Order 11776 are incorporated therein by this reference."

10. By acceptance of this purchase order the seller warrants that the articles or services, or both, covered by this purchase order, will be manufactured in compliance with applicable State and Federal laws.

11. Seller warrants and agrees that all services covered by this purchase order will be performed in accordance with safety and health standards under the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et seq. (1970) and the regulations in effect as of the date of this order and/or that all goods covered by this purchase order will meet or exceed all specifications promulgated to meet such standards. Nothing herein shall be deemed to refer to the conditions and procedures under which such goods are manufactured or otherwise processed by seller prior to delivery.



POOR ORIGINAL



Jersey Central Power & Light Company

No. C-0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

General Public Utilities Corporation

201-539-6111

VENDOR CODE

SHIP TO

Jersey Central Power & Light Company
See Original P.O.

- LONERGAN COMPANY
- Red Lion Road
- West of Verree Road
- Box 6167
- Philadelphia, Pa.

TMI #2

TMI #2

MAIL INVOICES IN DUPLICATE TO:
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

P. O. DATE 8-20-70	REQ. NO. C-52536	DELIVERY REQUIRED BY See Orig.	SHIP TO ATTENTION OF See Orig.	ACCOUNT CHARGED 51.945283
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SHIP	TERMS	F. O. B.	Acct # See Orig W. Dapter
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ITEM	QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
		<h2>CHANGE NOTICE</h2> <p>PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER.</p> <p><u>CHANGE NOTICE NO. 5</u> dated November 27, 1974 is issued to P.O. C-0052 in order to accomplish the following:</p> <p>To formally issue Amendment No. 6 dated October 31, 1974 to Burns and Roe, Inc. Specification 2555-76 in order to update names and addresses in Division 1, Sect. 1B, re-words Test Requirements for Set Point and Seat Leakage and show material changes and re-design of the disc area and disc seat insert.</p> <p>There will be no price difference for these changes.</p> <p>All other terms and conditions of the original purchase order and previously issued change notices thereto shall remain the same.</p> <h2>ACKNOWLEDGMENT</h2>			



CE/RD/ef

PLEASE COMPLETE AND RETURN IMMEDIATELY.

BY SIGNING THIS ORDER THE VENDOR ACCEPTS THIS ORDER AS ENTERED AND SUBSCRIBES FULLY TO THE CONDITIONS AND TERMS APPEARING THEREON.

DATE OF SHIPMENT

VENDOR J.E. LONERGAN Co DATE 12-20-74

BY V.S. Glowacki

BY C. Estell
PURCHASING AGENT

NOTE: COMPLETE AND RETURN THIS FORM TO MADISON AVE., AT PUNCH BOWL ROAD, MORRISTOWN, N.J. NEW JERSEY 07960. ATTN: PURCHASING DEPT.

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

1. Render invoices within 24 hours after shipment. Discount period will be computed from date of invoice plus reasonable time allowance if not received within 48 hours after shipment.

2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will at your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement; provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

5. Check will be sent to address indicated on invoice.

6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wire is purchased by foot.

8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

9. If this Purchase Order is for materials or services necessary to the generation or distribution of electric energy, paragraphs (1) through (7) of Subpart B (Equal Opportunity Clause) of Executive Order 11246 and the provisions of the rules and regulations promulgated under Executive Order 11701 are incorporated therein by reference.

10. In acceptance of this purchase order the seller warrants that the articles or services covered by this purchase order, will be produced or performed in accordance with applicable State and Federal Laws.

11. The seller warrants and agrees that all services covered by this purchase order will be performed in accordance with safety and health standards under the Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651 et seq. (1970) and the regulations in effect as of the date of this order and/or that all goods covered by this purchase order will meet or exceed all specifications promulgated to meet such standards. Nothing herein shall be deemed to refer to the conditions and procedures under which such goods are manufactured or otherwise processed by seller prior to delivery.



POOR ORIGINAL



Jersey Central Power & Light Company

No. C-0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

VENDOR CODE

General Public Utilities Corporation

201-539-6111

SHIP TO

Jersey Central Power & Light Company
See Original P.O.

LONERGAN COMPANY
Red Lion Road
West of Verree Road
Box 6167
Philadelphia, Pa.

TMI #2

MAIL INVOICES IN DUPLICATE TO
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXX

P. O. DATE 8-20-70	REQ. NO. C-51788	DELIVERY REQUIRED BY See Orig.	SHIP TO ATTENTION OF See Orig.	ACCOUNT CHARGED 51.945283
SHIP VIA: BESTWAY <input type="checkbox"/>				F. O. B. K. De Poister

ITEM	QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
		<p>CHANGE NOTICE PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER.</p> <p>CHANGE NOTICE NO. 6 dated April 14, 1975 is issued to P.O. C-0052 in order to accomplish the following:</p> <ol style="list-style-type: none"> Change the terms of payment to authorize a twenty-five percent (25%) progress payment payable upon receipt of invoice. Change delivery date to August 1, 1975. <p>All other terms and conditions of the original purchase order and previously issued change notices thereto shall remain the same.</p> <p>ACKNOWLEDGMENT</p>			

POOR ORIGINAL

RD/ef

PLEASE COMPLETE AND RETURN IMMEDIATELY.

BY SIGNING THIS ORDER THE VENDOR ACCEPTS THIS ORDER AS ENTERED AND SUBSCRIBES FULLY TO THE CONDITIONS AND TERMS APPEARING THEREON.

DATE OF SHIPMENT
Aug. 1, 1975

VENDOR J. E. LONERGAN Co. DATE 4-17-75
BY V. S. Glowacki

BY J. B. Moyer
PURCHASING AGENT

NOTE: COMPLETE AND RETURN THIS FORM TO MADISON AVE. AT PUNCH BOWL ROAD, MORRISTOWN, NEW JERSEY 07960. ATTN. PURCHASING DEPT.

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

1. Render invoices within 24 hours after shipment. Discount period will be computed from date of invoice plus reasonable time allowance if not received within 48 hours after shipment.

2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will at your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement; provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

5. Check will be sent to address indicated on invoice.

6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight will be deducted from invoice when shipments are made from greater distance.

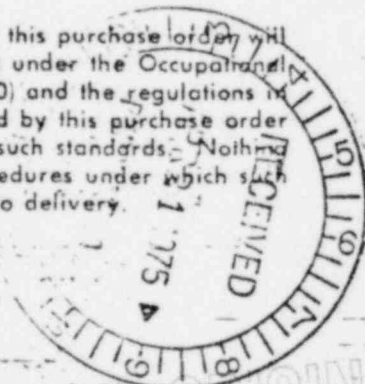
7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wire is purchased by foot.

8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

9. "If this Purchase Order is for materials or services necessary to the generation or distribution of electric energy, paragraphs (1) through (7) of Subpart B (Equal Opportunity Clause) of Executive Order *11246 and the provisions of the rules and regulations promulgated under Executive Order 11701 are incorporated therein by this reference."

10. By acceptance of this purchase order the seller warrants that the articles or services, or both, covered by this purchase order, will be produced or performed in compliance with applicable State and Federal Laws.

11. Seller warrants and agrees that all services covered by this purchase order will be performed in accordance with safety and health standards under the Occupational Safety and Health Act of 1970 (29 U.S.C. §§ 651 et seq. (1970) and the regulations in effect as of the date of this order and/or that all goods covered by this purchase order will meet or exceed all specifications promulgated to meet such standards. Nothing herein shall be deemed to refer to the conditions and procedures under which such goods are manufactured or otherwise processed by seller prior to delivery.





Jersey Central Power & Light Company

No. C-0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RECEIPTS, BILLS OF LADING, INVOICES AND CORRESPONDENCE.

VENDOR CODE

MEMBER OF THE
General Electric Public Utilities Corporation

201-539-6111

SHIP TO

Jersey Central Power & Light Company
See Original P. O.

Lonergan Co.
Red Lion Road
West of Verree Road
Box 6167
Philadelphia, Pa. 19115

MAIL INVOICES IN DUPLICATE TO:
ATTN: ACCOUNTS PAYABLE DEPT.
MADISON AVE. AT PUNCH BOWL ROAD
MORRISTOWN, NEW JERSEY 07960

P. O. DATE 8/20/70	REQ. NO. C 51796	DELIVERY REQUIRED BY	SHIP TO ATTENTION OF	ACCOUNT CHARGED 51-945283
SHIP			TERMS	F. O. B.
VIA: BESTWAY <input type="checkbox"/>			J. Kunkel	

ITEM	QUANTITY	DESCRIPTION	STOCK SYMBOL	PRICE	DISCOUNT
<h2>CHANGE NOTICE</h2> <p>PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER.</p> <p>Change Order # 7 dated 7/3/75 is issued to Purchase Order # C-0052 to accomplish the following:</p> <p>To authorize the payment of twelve thousand and five hundred dollars (\$12,500) as JCP&L share of Lonergan's cost in obtaining ASME Section III "NV" Stamp. This agreement for a pro-rated cost is contained on page one of the original order.</p> <p>Previous Total Price: \$53,950.00 Price this C/N: <u>12,500.00</u> New Total Contract Price: \$66,450.00</p> <p>This Change Notice amount to be invoiced upon delivery of safety valves to TMI Site.</p> <p>All other terms and conditions of this purchase order are to remain the same.</p> <h2>ACKNOWLEDGMENT</h2> <p>RD/ja</p> <p>NEW JERSEY SALES & USE TAX DIRECT PAYMENT PERMIT NUMBER DP 210-485-010</p>					

POOR ORIGINAL

PLEASE COMPLETE AND RETURN IMMEDIATELY.

BY SIGNING THIS ORDER THE VENDOR ACCEPTS THIS ORDER AS ENTERED AND SUBSCRIBES FULLY TO THE CONDITIONS AND TERMS APPEARING THEREON.

DATE OF SHIPMENT 8-1-75

VENDOR J.E. LONERGAN CO. DATE 7-8-75
BY V.S. Glowacki, DISTRICT MNGR

J.B. Moyer
J.B. Moyer
PURCHASING AGENT

NOTE: COMPLETE AND RETURN THIS FORM TO MADISON AVE. AT PUNCH BOWL ROAD, MORRISTOWN, NEW JERSEY 07960 ATTN: PURCHASING DEPT.

CONDITIONS UNDER WHICH ORDER IS GIVEN AND
AGREED TO BY THE SELLING COMPANY

1. Render invoices within 24 hours after shipment. Discount period will be computed from date of invoice plus reasonable time allowance if not received within 48 hours after shipment.

2. By accepting this order you hereby warrant to the purchaser that the merchandise to be furnished hereunder will be in full conformity with these specifications, drawing or sample, and agree that this warranty shall survive acceptance of the merchandise, and that you will bear the cost of inspecting merchandise rejected.

3. By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereunder will not infringe any valid patent or trade mark and that you will at your own expense, defend any or all suits charging such infringement, and will save us, and those for whom we may act as agents in the purchase of said merchandise, harmless in case of any such infringement, provided, however, that we may also be represented in any such suit by Counsel of our choosing at our expense without thereby waiving our rights to indemnity hereunder.

4. Payments are made by check only. No drafts for purchases made will be honored.

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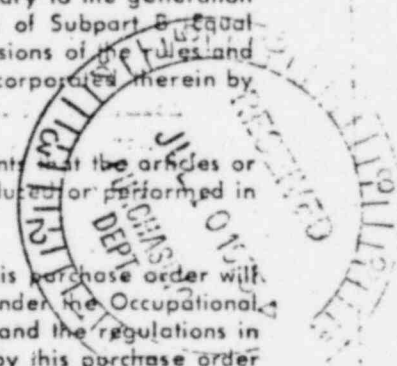
7. ALL WIRE, CABLE, etc. purchased on reels or in coils must be weighed and tagged showing GROSS, TARE AND NET, even though wire is purchased by foot.

8. All shipments of electrical equipment liable to shock damage in transit either by truck or rail shall not be shipped without installing an "IMPACT RECORDING METER" in car or truck that carries this equipment so that liability may be determined.

9. "If this Purchase Order is for materials or services necessary to the generation or distribution of electric energy, paragraphs (1) through (7) of Subpart B (Equal Opportunity Clause) of Executive Order #11246 and the provisions of the rules and regulations promulgated under Executive Order 11701 are incorporated herein by this reference."

10. By acceptance of this purchase order the seller warrants that the articles or services, or both, covered by this purchase order, will be produced or performed in compliance with applicable State and Federal Laws.

11. Seller warrants and agrees that all services covered by this purchase order will be performed in accordance with safety and health standards under the Occupational Safety and Health Act of 1970 (29 U.S.C. §§651 et seq. (1970) and the regulations in effect as of the date of this order and/or that all goods covered by this purchase order will meet or exceed all specifications promulgated to meet such standards. Nothing herein shall be deemed to refer to the conditions and procedures under which such goods are manufactured or otherwise processed by seller prior to delivery.



POOR ORIGINAL