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

J. E. LONERGAN COMPANY : CIVIL ACTION

10050 Sandmeyer Lane Philadelphia, Pa. 19115

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JERSEY CENTRAL POWER & LIGHT COMPANY 1001 Broad Street

Johnstown, Pennsylvania : NO. 78-3923

ANSWER AND COUNTERCLAIM

COUNT I

- 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

- G. 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".

- 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.
- 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 reseat 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 reseat 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, specific tions 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 reseat 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.

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 New Jersey Power & Light Company MADISON AVENUE AT PUNCH BOWL ROAD . MORRISTOWN, N. J. 07960 . 539-6111 November 5, 1971 Lonergan 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

Purchasing Agent

vj Encl.

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PURCHASE SKUER

No.C 0052

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

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Lonergan Company

Red Lion Bond West of Verree Road

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ENDOR CODE

Philadelphia, Fannsylvania

Jersey Central Power & Light Company

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6. Where distributing points are located in various parts of the country, shipment is expected from nearest distributing point to destination, and excess freight ill 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, TARELAND NET! even though wire is purchased by March t days

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.

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Jersey Central Power & Light Company

Lonergan Company

Red Lion Road West of Verree Road

Box 61.67

Philadelphia, Pennsylvania

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- 3. I By accepting this order you hereby guarantee to and agree with the purchaser that the merchandise to be furnished hereender will not infringe any W. + Divalid patent or trade mark and that you will all your bwa expense, detend 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 tights to indemnity hereunder.

4. Payments are made by checonored be honored.

5. Check will be sent to addre idicated on invoice

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

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THIS NUMBER MUST APPEAR ON ALL PACKAGES, SHIPPING RE-CEIPTS, BILLS OF LADING, IN-VOICES AND CORRESPINDENCE.



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Jersey Central Power & Light Company

Lonergan Company
Red Lion Road West of Verree Road
Box 6157

Philadelphia, Pennsylvania

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PURCHASING DEPARTMENT

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^{1.} PRICES MUST BE SHOWN ON ACKNOWLEDGMENT IF NOT SHOWN ABOVE.

2. NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE ORDER.

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AGREED TO BY THE SELLING COMPANY

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De 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 swill 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, pray ded, however, that we day also be represented in any such suit by Counsel of ou choosing at our expense without thereby analysing our rights to indemnity hereunder.

be honored.

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

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 fransit 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.

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SHIP TO

JERSEY CENTENT PONER & LIGHT CO.

See original P.O.

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TRICLS MUST BE BHOWN ON APKNOW ENGMENT IF NOT SHOWN ABOVE. NO INVOICE IS TO COVER MATERIAL ON MORE THAN ONE PURCHASE OFDER.

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

September 21,1973



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 to. 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 District Manager

VSG/rb



LONERGAN COMPANY

Red Lion Road

Jersey Central Power & Light Company

No. c-0052

THIS NUMBER MUST APPEAR ON ALL PACKAGES SHIPPING RE-CEIPTS. BILLS OF LADING IN-VOICES AND CORRESPONDENCE.

General Province Public Utilities Corporation

Postsu

201-539-6111

SHIP TO

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

a feeting it down house count against each West of Veree Road Box 6167 See Orig. Phila. Pa. 19115 P. O. DATE TITTE STUDE SE PIETE ACCOUNT CHARGED c-52437 See Orig. P.O. 8-20-70 51.945283 QUANTITY PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER. o drive aw yearent receive sense too to griculture to te les on years CHANGE NOTICE NO. 4 dated April 4, 1974 is issued to P.O. C-0052 in order to Stronor et accomplish the following: 5. the. will be sont to eddress margied on invaice. 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. There will be no price difference for these changes. ... res gones and se common All other terms and conditions of the original purchase order and previously issued change notices thereto shall remain the same. All on on on one of the orders of the order of the orders of the order of the orders of the order of the orders of the order of the orders of the order a party is party to me 1874 2014 2 modern transfer metals. 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 THEORY.

VENDOR J.E. LONERGANCO DATE 4/8/74

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

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LOWER COMPANY Dion Road

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

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West of Verse Woat

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- 2. By accepting this oruer you hereby warrant to the purchaser that the mer-1) 99. . CT . 300chandise to be furnished hereunder will be in full conformity with these specificafions, 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.

accomplish the mellouing: 5. Check will be sent to address indicated on invoice.

6. Where distributing points are totated 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 toot.

8. All shipments of electrical equipment liable to shock damped at either by truck or rail shall not be shipped without installing an VILLACTI CORDING METER" in car or truck that carries this equipment so that liability in be determined.

9. "If this Purchase Order is for materials or services nacessay 12 the eration or distribution of electric energy, paragraphs (1) through (Soot Subparational Opportunity Clause) of Executive Order \$11246 and the Society of rules and regulations promulgated under Exective Order rated therein by this reference."

10. By acceptance of this purchase order the seller war what the an or services, or both; covered by this purchase order, with be formed in compliance with applicable State and Federal Taws.

11. Seller warrants and agrees that all service 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 seg. (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

Public Utilities Corporation_

NO. C-0052 CEIPTS SILLS OF LABING, ILL

201-539-6111

SHIP TO

Jersey Central Power & Light Compan

See Original P.O.

TMI #2

LONERGAN COMPANY

Red Lion Road

West of Veree Road

Box 6167

Philadelphia, Pa.

RSQ. NO.

DELIVERY REQUIRED BY 8-20-70 C-52536 See Orig. See Orig. 51.945283 Acct # See Orig × BESTWAY W. Dapter QUANTITY DESCRIPTION PRICE STOCK SYMBOL DISCOUNT PLEASE MAKE THE FOLLOWING CHANGE TO THE ABOVE NUMBERED PURCHASE ORDER.

> CHANGE NOTICE NO. 5 dated November 27, 1974 is issued to P.O. C-0952 in order to accomplish the following:

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.

There will be no price difference for these changes.

All other terms and conditions of the briginal purchase order and previously issued change notices thereto shall remain the same.

PLEASE COMPLETE AND RETURN IMMEDIATELY.

DATE OF SHIPMENT

CE/RD/ef

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

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

A-12

CONDITIONS UNDER WHICH ORDER IS GIVEN 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 infull 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 intringe 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 invaice.
- 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 47) 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

eptance of this purchase order the seller warrants that the articles or b, covered by this purchase order, will be produced or performed in oplicable State and Federal Laws.

far ants and agrees that all services covered by this purchase order will in secondance with safety and health standards under the Occupational Act of 1970 (29 U.S.C. §§651 et seg. (1970) and the regulations in te of this order and/or that all goods covered by this purchase order ceed all specifications promulgated to meet such standards. Nothing deemed to refer to the conditions and procedures under which such manufactured or otherwise processed by seller prior to delivery.

VENDOR CODE

Jersey Central Power & Light Company

General Property Public Utilities Corporation. 201-539-6111

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-		-	Jersey Central Power & Light Compan
	LONERGAN COMPANY	,	See Original P.O.
	Red Lion Road		

Box 6167 Philadelphia, Pa.

West of Veree Road

REQ. NO. DELIVERY REQUIRED BY

TMI #2

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8-:	20-70	C-51788	See Orig.	See Orig.			51.9452		
VIA: BESTWAY							K. De Pois		
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		is		. 6 dated April 14, 197 . C-0052 in order to ollowing:	5	(2) 5. (2) 5. (2) 7. (2) 4. (4)			
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		2.		ery date to August 1, 1				47	
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	RD/ef	is	sued change no	eand conditions of the tices thereto shall					

PLEASE COMPLETE AND RETURN IMMEDIATELY.

844848556 BY SIGNING THIS ORDER THE VENDOR ACCEPTS THIS ORDER AS ENTERED AND SUBSCRIBES FULLY TO THE CONDITIONS AND

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

A-14

CHASING AGENT

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AGREED TO BY THE SELLING COMPANY

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- 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.
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- 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 seg. (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

Proses Public Utilities Corporation.

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C-0052

VOICES A LO CORRESPONDINGE

201-539-6111

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

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

SHIP TO

MAIL INVOICES IN DUPLICATE TO ATTN ACCOUNTS PAYABLE DEPT.

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DATE OF SHIPMENT

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VENDOR J.E. LONERGANCEITE 7-8-75 BY V.S. Blowschi, DISTRICT MNGR

PURCHASING AGENT

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

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- 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 8 Equal Opportunity Clause of Executive Order 11246 and the provisions of the rules and regulations promulgated under Executive Order 11701 are incorporates therein by this reference."
- 10. By acceptance of this purchase order the seller warrant 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 parchase 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 seg. (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.