

TOWNSHIP OF BERKELEY HEIGHTS

29 PARK AVENUE
BERKELEY HEIGHTS, NJ 07922
TEL (908)464-2700

PURCHASE ORDER

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

NO. 25-03473

SHIP TO
SEWER DEPARTMENT
29 SNYDER AVENUE
BERKELEY HEIGHTS NJ 07922

ORDER DATE: 12/01/25
REQUISITION NO: R25-3137
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:

VENDOR
PUMPING SERVICE, INC.
201 LINCOLN BLVD
MIDDLESEX, NJ 08846-0117
VENDOR #: PUMPI

PAYMENT RECORD

CHECK NO. 56809

DATE PAID 6/9/24

NOTICE: TAX ID #22-6002137 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Contract: C25-0088 FRANKLIN MILLER DIMMINUTOR W/ W/ 25" SCREEN DM-T25	G-02-26-295-100 RAW Pump - Equipment	63,803.5500	63,803.55
1.00	RESO 2025-342 FRANKLIN MILLER MOTOR & DRIVE 3 HP 2230/460V W/ REDUCER ASSEM DRV-03HPSUB-230/460V-60HZ	G-02-26-295-100 RAW Pump - Equipment	14,097.2400	14,097.24
1.00	FRANKLIN MILLER CHANNEL FRAME CF1000	G-02-26-295-100 RAW Pump - Equipment	3,768.8700	3,768.87
1.00	FRP PANEL FOR SUB (IP68) MOTOR S25060-5-4XSUB	G-02-26-295-100 RAW Pump - Equipment	7,237.2200	7,237.22
1.00	SERVICE AMOUNT	G-02-26-295-100 RAW Pump - Equipment	3,765.7000	3,765.70
3.00	LABOR 2 MAN CREW DAY RATE	G-02-26-295-100 RAW Pump - Equipment	4,324.1600	12,972.48
2.00	LABOR TECHNICIAN DAY RATE	G-02-26-295-100 RAW Pump - Equipment	2,664.3200	5,328.64
			TOTAL	110,973.70

SQ46407
INV 1157849

106,449.54

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under 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.

OFFICER'S CERTIFICATION

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.

DEPT. HEAD DATE

VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER.
MAIL VOUCHER & ITEMIZED BILLS TO:

TOWNSHIP OF BERKELEY HEIGHTS
29 PARK AVENUE
BERKELEY HEIGHTS, NJ 07922

APPROVAL TO PURCHASE

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW.

Diane Sherry/QPA Date

Liza C. Viana/BA Date

REDACTED TAXID AND SIGNATURE



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Pumping Services, Inc.

201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540

www.psiprocess.com

Electrical Contractor Bus. Permit #34EB01825300

Invoice

INVOICE # 1157849

DATE 05/06/26

PAGE 1 of 2



BILL TO

000665

Township of Berkeley Heights
ATTN: Finance, Accounts Payable
29 Park Avenue
Berkeley Heights, NJ 07922

SHIP TO

Berkeley Heights Township
Berkeley Heights WPCP
29 Snyder Avenue
Berkeley Heights, NJ 07922

ORDER NUMBER S93089	PAYMENT TERMS Net 30 Days Pending	CUSTOMER P/O NUMBER 25-03473	INSTRUCTIONS
WRITTEN BY Melissa Zittel	CONTACT Alan Kennedy	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
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-----> Description Of Repair Job A <-----

Delivery of the following equipment listed below.

-----> Solution Of Repair Job A <-----

Pumping Services will furnish and deliver the following equipment. These charges are for the sale and distribution of this equipment only and are entirely independent of any charges for installation, other services or miscellaneous materials that may follow.

Equipment priced in accordance with Passaic Valley Cooperative Contract # B454-8

DM-T25	1	1	0	63803.5500	EA	63,803.55 ✓
FRANKLIN MILLER DIMMINUTOR W/ 25" SCREEN SER#13128						
DRV-03HPSUB-230/460V-60HZ	1	1	0	14097.2400	EA	14,097.24 ✓
FRANKLIN MILLER MOTOR & DRIVE 3HP, 230/460V W/REDUCER ASSEMBLY SER#13128						
CF1000	1	1	0	3768.8745	EA	3,768.87 ✓
FRANKLIN MILLER CHANNEL FRAME						
S25060-5-4XSUB	1	1	0	7237.2230	EA	7,237.22 ✓
FRP PANEL FOR SUB(IP68) MOTOR SER#13128						

-----> Description Of Repair Job B <-----

Non CO-OP Parts priced in accordance with PVSC Contract # B454-8

-----> Solution Of Repair Job B <-----

Non Co-Op Parts.

Repair Amount

parts

3,765.70

-----> Description Of Repair Job C <-----

Install Labor Per Cooperative Contract

-----> Solution Of Repair Job C <-----

FST-83333 04/27/2026 - ST72

Lowered the Dimminutor into the channel, installed hardware and assisted Mike M. with pulling new wires for the new junction boxes & E-stop.

SIGNED VOUCHER ENCLOSED

Continued...



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Middlesex, NJ 08846
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Electrical Contractor Bus. Permit #34EB01825300

Invoice

INVOICE #	1157849
DATE	05/06/26
PAGE	2 of 2



PRODUCT/DESCRIPTION	QUANTITY OPEN	QUANTITY SHIPPED	QUANTITY BACKORDERED	PRICE	U/M	EXTENSION
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FST-81967 04/27/2026 - MM

Installed new conduit, pulled wires from the 1st floor to the wet well and wired the E-stop & grinder into the new conduit.

FST-83832 04/28/2026 - ST72

Removed the old control, powered up the new Dimminuter and tested it, as well as the E-stop; both working properly. Lastly, we packed the EY's with chico and cleaned up.

FST-81968 04/28/2026 - MM

Installed the new control, and tested it, as well as the grinder; both work properly. The old controls had a Reactive Power Correction System and the one in the control that we replaced was not hooked up. Per the customer, we didn't put back into the new control without knowing if the RPCS is useful.

Labor per co-op contract B454-8

LABORDAY2-C @ \$4324.16 X 2 = \$8648.32

LABORDAY1-C @ \$2664.32 X 2 = \$5328.64

Total = \$13976.96

Repair Amount

13,976.96

SIGNED VOUCHER ENCLOSED

MERCHANDISE TOTAL	HANDLING / MISC CHARGE	TAX	FREIGHT	DEPOSIT AMOUNT	DEPOSIT APPLIED	INVOICE TOTAL
106,649.54	0.00	0.00	0.00	0.00	0.00	106,649.54



SRO: S93089 Seg: C
Job #: PSF - 025722

Customer & Billing Address 665			Job Location			Date		
Township of Berkeley Heights 29 Park Ave Berkeley Heights, NJ 07922			Berkeley Heights WPCP 29 Snyder Ave. Berkeley Heights, NJ 07922			Contact: Alan Kennedy Cell #: 848-247-0768		
Phone:			Phone:			Taken by:		
PO#:			25-03473					
Make	Model	Serial Number	Ph	Volt	Amp	HP	Imp	Hours
Franklin Miller	DM25	13128	3	460			-	-
Baldor	S18-CH80-0060	66153720069	3	460	4.3	3	-	-
Franklin Miller Control	DM25	13128						
Starter Make:		Heater Size:		Min. Cable Length:		Conduit Size:		Seal Fail:
Qty Materials Utilized			Price		Problem:			
1 T982532					Install New Dimmer & Control.			
Solution:			Arrived & set up to unload Dimmer from flat bed. Set up customers Comp plates to Drive Service truck onto grass. Unloaded Dimmer from flat bed & lowered into channel. Installed (2) SS Brackets w/ anchors to keep Dimmer in place. Due to the size, had to cut steel grating to size. Assembled Mike w/ pulling new wires & installation of Junction boxes & E-stop. Installed					
Additional Work Required:			P/W SUBMITTED					
Scheduled Service? ☐			Confined Space? ☐			Additional Comments on Attached Sheet? ☐		
Off Hours Service? ☐			Hazmat Site? ☐			Received by: _____		
Vehicle 72			72			Print Name: _____		
Servicemen Murrel			Vince C.			Date: 4/27/26		
Shop Start						Labor		
Left Shop 6:30am			6:30am			Material		
Arrived Job 7:00am			7:00am					
Left Job 2:30pm			2:30pm					
Arrived Shop 3:00pm			3:00pm					
Total Time						Sub-total		
Billed Time						Tax		
Hourly Rate 185.00						Total		
Subject to terms & conditions on back of ticket								



Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
Electrical Lic. #01825300
Telephone: (732) 469-4540

Field Service Ticket 81967

SRO: 593049 Seg: C
Job #: PSI-025722

Customer & Billing Address		Job Location		Date				
<u>Berkeley Heights Twp</u>		<u>29 Snyder Ave</u> <u>Berkeley Heights</u>		Contact:				
				Cell #:				
				Taken by:				
Phone:		Phone:		PO#:				
Make	Model	Serial Number	Ph	Volt	Amp	HP	Imp	Hours
Starter Make:		Heater Size:		Min. Cable Length:		Conduit Size:		Seal Fail:
Qty	Materials Utilized	Price	Problem:					
			<u>Install Grinder Control</u> <u>and conduits</u>					
Solution:								
1	<u>Remove old conduits</u>		<u>No longer needed</u>					
2	<u>install new conduits</u>							
3	<u>pull wires from 1st floor to wet well</u>							
4	<u>wire E-stop and grinder into new conduits</u>							
Additional Work Required:			P/W SUBMITTED					
			<u>5/4/26</u>					
Scheduled Service? ☐			Confined Space? ☐					
Off Hours Service? ☐			Hazmat Site? ☐					
Vehicle	<u>55</u>							
Servicemen	<u>M. MATZ</u>							
Shop Start			Additional Comments on Attached Sheet? ☐					
Left Shop			Received by: <u>[Signature]</u>				Labor Material	
Arrived Job	<u>7:00</u>							
Left Job	<u>2:30</u>		Print Name: <u>Alan Kennedy</u>				Sub-total	
Arrived Shop								
Total Time			Date: <u>04/27/26</u>				Tax Total	
Billed Time	<u>7 hr</u>							
Hourly Rate	<u>LABEC</u>		Subject to terms & conditions on back of ticket					

SC
Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
Electrical Lic. #01825300
Telephone: (732) 469-4540

Field Service Ticket 83832

SRO: 593069 Seg: C
Job #: _____

Customer & Billing Address		Job Location		Date				
Township of Berkeley Heights		Berkeley Heights Township		Contact: <u>Alan Kennedy</u>				
29 Park Ave		29 Snyder Ave		Cell #: <u>848-247-0768</u>				
Berkeley Heights NJ 07022		Berkeley Heights NJ 07022		Taken by:				
Phone:		Phone:		PO#:				
Make	Model	Serial Number	Ph	Volt	Amp	HP	Imp	Hours
Franklin Miller	DM25	13128	3	460				-
Baldor	58-CWSO-0060	66253720069	3	460	4.3	3		-
Franklin Miller Cont.	DM25	13128	3	460	4.3			
Starter Make:		Heater Size:		Min. Cable Length:		Conduit Size:		Seal Fail:
Qty	Materials Utilized	Price	Problem:					
Solution:								
<u>Disassembled & removed old control. Hung new control & pulled new wires through</u> <u>Nike M. Once done, powered up Drummer & tested. Running 2.4 @ 497V. Tested</u> <u>E stop several times, functioning properly. Tacked the E's w/ Chico then cleaned</u> <u>up the work area.</u>								
Additional Work Required:			P/W SUBMITTED					
			<u>5/4/26</u>					
Scheduled Service? ☐			Confined Space? ☐					
Off Hours Service? ☐			Hazmat Site? ☐					
Vehicle <u>T2</u>			Vehicle <u>T2</u>					
Servicemen <u>WHTP</u>			Servicemen <u>Vmme C</u>			Additional Comments on Attached Sheet? ☐		
Shop Start			Shop Start					
Left Shop <u>6:15 am</u>			Left Shop <u>6:15 am</u>			Labor		
Arrived Job <u>6:45 am</u>			Arrived Job <u>6:45 am</u>			Material		
Left Job <u>12:30 pm</u>			Left Job <u>12:30 pm</u>					
Arrived Shop <u>1:00 pm</u>			Arrived Shop <u>1:00 pm</u>			Sub-total		
Total Time			Total Time			Tax		
Billed Time <u>6.05 hr</u>			Billed Time <u>6.05 hr</u>			Total		
Hourly Rate <u>100.00</u>			Hourly Rate <u>100.00</u>			Subject to terms & conditions on back of ticket		

Customer & Billing Address		Job Location		Date				
Berkley Heights		29 Snyder Ave		Contact:				
				Cell #:				
Phone:		Phone:		Taken by:				
				PO#:				
Make	Model	Serial Number	Ph	Volt	Amp	HP	Imp	Hours
Starter Make:		Heater Size:		Min. Cable Length:		Conduit Size:		Seal Fail:
Qty	Materials Utilized		Price	Problem:				
	P/W SUBMITTED			Install Grinder control				
	5/4/26 @			and conduits				
Solution:								
1	Remove old control and install new							
2	install conduits and wire to control							
3	Test control + grinder, checks good.							
4	Old controls had a reactive power correction system, the one in control we replaced was not hooked up, wires just hanging in control. Asked customer why it was not hooked up and he didn't know, it is wired in grinder one. As per customer we did not put back into new control not knowing if RPS is any good.							
Scheduled Service?		☐		Confined Space?		☐		
Off Hours Service?		☐		Hazmat Site?		☐		
Vehicle	55							
Servicemen	M. Matz							
Additional Comments on Attached Sheet? ☐								
Shop Start			Received by: <u>th</u>				Labor	
Left Shop			Print Name: <u>Alan Kennedy</u>				Material	
Arrived Job	7:00		Date: <u>07/23/26</u>				Sub-total	
Left Job	12:30						Tax	
Arrived Shop							Total	
Total Time			Subject to terms & conditions on back of ticket					
Billed Time	5 hr							
Hourly Rate	UNSPEC							

R25-31371121

Pumping Services, Inc.
201 Lincoln Blvd.
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com



C25-0088

TO: Alan Kennedy	
Company: Township of Berkeley Heights	
Fax #: pat.pearson@psiprocess.com	
RE: QUOTE SQ46407	

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Electrical Contractor Bus. Permit #34EB01825300

Service Quotation

Quote #	SQ46407
Quote Date	10/21/25
Date Printed	11/13/25
Page	1 of 2

BILL TO

000665
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, NJ 07922

SHIP TO

Berkeley Heights Township
Berkeley Heights WPCP
29 Snyder Avenue
Berkeley Heights, NJ 07922

CONTACT Alan Kennedy	PAYMENT TERMS Net 30 Days Pending Approval	JOB #	INSTRUCTIONS PSI-025722
WRITTEN BY Justin Hoffman	FREIGHT TERMS FREIGHT INCLUDED	SHIP VIA OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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-----> Description Of Service Job A <-----

The customer requested a quote to replace the JWC with a Franklin Miller Dimminutor and new control panel.

-----> Solution Of Service Job A <-----

Pumping Services will furnish and deliver the following equipment. These charges are for the sale and distribution of this equipment only and are entirely independent of any charges for installation, other services or miscellaneous materials that may follow.

Equipment priced in accordance with Passaic Valley Cooperative Contract # B454-8

DM-T25 FRANKLIN MILLER DIMMINUTOR W/ 25" SCREEN	1	63803.5500	EA	63,803.55
DRV-03HPSUB-230/460V-60HZ FRANKLIN MILLER MOTOR & DRIVE 3HP, 230/460V W/REDUCER ASSEM	1	14097.2400	EA	14,097.24
CF1000 FRANKLIN MILLER CHANNEL FRAME	1	3768.8745	EA	3,768.87
S25060-5-4XSUB FRP PANEL FOR SUB(IP68) MOTOR	1	7237.2230	EA	7,237.22

-----> Description Of Service Job B <-----

Non CO-OP Parts priced in accordance with PVSC Contract # B454-8

-----> Solution Of Service Job B <-----

Service Amount

3,765.70

-----> Description Of Service Job C <-----

Install Labor Per Cooperative Contract

-----> Solution Of Service Job C <-----

PSI will remove the current JWC control panel located upstairs and install a new Franklin Miller control panel in the same location.

In the grinder vault we will remove the 3/4" EY at the ceiling, the e-stop, boxes and conduits.

Continued...



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Pumping Services, Inc.

201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540

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Electrical Contractor Bus. Permit #34EB01825300

Service Quotation

Quote #	SQ46407
Quote Date	10/21/25
Date Printed	11/13/25
Page	2 of 2

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
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We will run a new 3/4" rigid conduit down to a tee with an explosion proof junction box below and and e-stop off to the side.

We will pull new thhn wire from the control to the junction box and make all the electrical connections. PSI will install the new Franklin Miller Dimminutor on the existing JWC rail system.

We will provide the labor, material, and lifting means to install all of the above listed equipment unless otherwise noted in this proposal. We will verify that the operation of the system is correct, voltage and amperage of the related equipment is within name plate rating. Run the station through automatic mode to ensure it is operating properly. The cost of materials required during installation not listed, if applicable, is invoiced as an addition to the quoted labor charge if not listed.

NOTE:

Labor is priced according to cooperative contract # B454-8

LABORDAY2-C Two Man Crew Day Rate North Jersey Wastewater Co-Op Regula	3	4324.1600	EA	12,972.48
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LABORDAY1-C Technician Day Rate North Jers Wastewater Co-Op Regular Time	2	2664.3200	EA	5,328.64
---	---	-----------	----	----------

All tariffs, duties, taxes, or related governmental charges imposed to this quote shall be the responsibility of the Buyer. The seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
110,973.70	0.00	0.00	0.00	0.00	110,973.70

Acceptance of Proposal:

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By _____

Print Name

Purchase Order Number

Date: ____/____/____

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI. Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repositioning/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from and caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (1 1/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable.

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR's prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR's failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than \$1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (1 1/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to be sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Local Public Contracts Law 40A: 11-4 requires that certain contracts awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by resolution of the governing body; and

WHEREAS, the Passaic Valley Sewage Commission (PVSC) established the North Jersey Wastewater Cooperative Pricing System (NJWWCPS) which has awarded contracts to various vendors as lowest responsible, responsive bidders for Regional Cooperative Pricing contracts; and

WHEREAS, the Township of Berkeley Heights has a need to replace the grinder for the main operating plant influent wet well at their Wastewater Treatment Plant; and

WHEREAS, in furtherance of such purchase, the Qualified Purchasing Agent has authorized the replacement of the grinder for the main operating plant influent wet well through an authorized vendor under the NJWWCPS; and

WHEREAS, the Township of Berkeley Heights is a member of PVSC, the lead agency for the NJWWCPS contract for Various Manufacturer Pumps and Motors Repair and Replacement and Installation; and

WHEREAS, Pumping Services, Inc., 201 Lincoln Boulevard, Middlesex, NJ 08846, has been awarded Contract # B454-8 as part of the NJWWCPS for the provision of Various Manufacturer Pumps and Motors Repair and Replacement and Installation, for the term August 1, 2025 through July 31, 2026; and

WHEREAS, through this Resolution and properly executed documents, and pursuant to the NJWWCPS Contract B454-8, the Township wishes to enter into an agreement with Pumping Services, Inc. for the replacement of the grinder for the main operating plant influent wet well, pursuant to their proposal dated October 21, 2025.

NOW, THEREFORE BE IT RESOLVED that the Township Council, of the Township of Berkeley Heights, County of Union, State of New Jersey, does hereby authorize a contract award to Pumping Services, Inc., for the replacement of the grinder for the main operating plant influent wet well at the Wastewater Treatment Plant, in an amount not to exceed **\$110,973.70**, pursuant to their proposal dated October 21, 2025.

BE IT FURTHER RESOLVED that the Chief Finance Officer for the Township of Berkeley Heights has certified that sufficient uncommitted funds are available in an amount not to exceed **\$110,973.70** from account # **G-02-26-295-100, Raw Sewerage Pump Grant**.

Approved this 5th day of November, 2025.

ATTEST:


Angela Lazzari, RMC
Township Clerk

ROLL CALL	Aye	Nay	Abstain	Absent
COUTO	✓			
FOSTER	✓			
ILLIS	✓			
MACHADO	✓			
MORAN	✓			
POAGE				✓
TIE:				
MAYOR DEVANNEY				

TOWNSHIP OF BERKELEY HEIGHTS
 29 PARK AVENUE
 BERKELEY HEIGHTS, NJ 07922
 TEL (908)464-2700

SHIP TO	DPW ATTN: DON COCHARIO 29 PARK AVENUE BERKELEY HEIGHTS, NJ 07922
	VENDOR #
VENDOR	REGIONAL INDUSTRIES, LLC 800 EAST GRAND STREET ELIZABETH, NJ 07201
	Phone: (908)436-1966

PURCHASE ORDER	
THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CORRESPONDENCE, ETC.	
NO.	26-00964

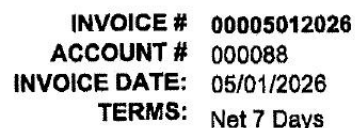
ORDER DATE: 04/08/26
 REQUISITION NO: R26-0840
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:

PAYMENT RECORD	
CHECK NO.	56810
DATE PAID	6/9/26

NOTICE: TAX ID #22-6002137 - TAX EXEMPT

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Contract: C26-0046 2026 BULK PICKUP SERVICES Section 4: Monday, May 4 and Tues, May 5 Section 5: Thursday, May 7 and Fri, May 8 Section 1: Monday, May 11 and Tues, May 12 Section 2: Thursday, May 14 and Fri, May 15 Section 3: Monday, May 18 and Tues, May 19	6-01-26-305-028 SW COLL - Professional Services	167,000.0000	167,000.00
			TOTAL	167,000.00

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under 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. X VENDOR SIGNATURE OFFICIAL POSITION DATE TAX ID NO. OR SOCIAL SECURITY NO.	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. DEPT. HEAD DATE VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: TOWNSHIP OF BERKELEY HEIGHTS 29 PARK AVENUE BERKELEY HEIGHTS, NJ 07922	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW. Diana Sherry/QPA Date Liza C. Viana/BA Date Diane Sherry CFO



Location: Township of Berkeley Heights
29 Park Ave
Clean Up
Berkeley Heights, NJ 07922-1400

For proper credit please return top portion.

DATE	REF #	DESCRIPTION	QTY	UNIT PRICE	SUB TOTAL
05/01/26	Service Loc.	<u>Previous Balance</u> 001 - Township of Berkeley Heights <u>CHARGES THIS INVOICE</u> MAY 2026 CLEAN UP - SECTION 1,2,3,4,5	1.00	\$167,000.00	\$167,000.00
				Current Charges: \$167,000.00 Sales Tax: 0.00 Fuel Surcharge: 0.00 Invoice Total: \$167,000.00	
AGE	CURRENT	30 DAYS	60 DAYS	90 DAYS	FINANCE
AMOUNT	\$167,000.00	\$0.00	\$0.00	\$0.00	0.00
Account # 000088		Please pay from this statement. This includes your remittance portion.			
Regional Industries, LLC		800 East Grand St. Elizabeth, NJ 07201 (908) 436-1966			

Berkeley Heights
Total Contract '2026

SECTION 1 (05/11/26 - 05/12/26)

5/11/2026	TWP OF BERKELEY HEIGHTS	219	269653	9.89
5/11/2026	TWP OF BERKELEY HEIGHTS	210	269658	9.28
5/11/2026	TWP OF BERKELEY HEIGHTS	207	269659	11.55
5/11/2026	TWP OF BERKELEY HEIGHTS	212	269666	10.30
5/11/2026	TWP OF BERKELEY HEIGHTS	217	269684	15.16
5/11/2026	TWP OF BERKELEY HEIGHTS	212	269728	8.39
5/11/2026	TWP OF BERKELEY HEIGHTS	219	269733	8.85
5/11/2026	TWP OF BERKELEY HEIGHTS	207	269736	6.99
5/12/2026	TWP OF BERKELEY HEIGHTS	219	269900	10.07
5/12/2026	TWP OF BERKELEY HEIGHTS	217	269962	9.57
				100.05

SECTION 2 (05/14/26 - 05/15/26)

5/14/2026	TWP OF BERKELEY HEIGHTS	207	270344	9.95
5/14/2026	TWP OF BERKELEY HEIGHTS	217	270357	9.09
5/14/2026	TWP OF BERKELEY HEIGHTS	212	370443	10.17
5/14/2026	TWP OF BERKELEY HEIGHTS	207	270453	9.19
5/14/2026	TWP OF BERKELEY HEIGHTS	217	270455	13.5
5/15/2026	TWP OF BERKELEY HEIGHTS	207	270622	8.98
				60.88

SECTION 3 (05/18/26 - 05/19/26)

5/18/2026	TWP OF BERKELEY HEIGHTS	212	270933	9.32
5/18/2026	TWP OF BERKELEY HEIGHTS	210	270934	10.88
5/18/2026	TWP OF BERKELEY HEIGHTS	207	270939	10.38
5/18/2026	TWP OF BERKELEY HEIGHTS	218	270949	10.08
5/18/2026	TWP OF BERKELEY HEIGHTS	217	270971	13.6
5/18/2026	TWP OF BERKELEY HEIGHTS	207	271009	9.38
5/18/2026	TWP OF BERKELEY HEIGHTS	212	271015	6.44
5/18/2026	TWP OF BERKELEY HEIGHTS	217	271031	8.6
5/18/2026	TWP OF BERKELEY HEIGHTS	219	271033	10.61
5/18/2026	TWP OF BERKELEY HEIGHTS	210	271037	9.15
5/19/2026	TWP OF BERKELEY HEIGHTS	207	271143	10.61
5/19/2026	TWP OF BERKELEY HEIGHTS	219	271159	9.90
5/19/2026	TWP OF BERKELEY HEIGHTS	217	271167	5.71
5/19/2026	TWP OF BERKELEY HEIGHTS	207	271200	5.83
				130.49



SECTION 4 (05/04/26 - 05/06/26)

5/4/2026	TWP OF BERKELEY HEIGHTS	207	268338	9.42
5/4/2026	TWP OF BERKELEY HEIGHTS	212	268346	8.81
5/4/2026	TWP OF BERKELEY HEIGHTS	219	268347	9.74
5/4/2026	TWP OF BERKELEY HEIGHTS	210	358353	9.41
5/4/2026	TWP OF BERKELEY HEIGHTS	217	268357	8.87
5/4/2026	TWP OF BERKELEY HEIGHTS	207	268407	10.21
5/4/2026	TWP OF BERKELEY HEIGHTS	212	268420	9.76
5/4/2026	TWP OF BERKELEY HEIGHTS	219	268433	8.98
5/4/2026	TWP OF BERKELEY HEIGHTS	210	268435	9.02
5/4/2026	TWP OF BERKELEY HEIGHTS	217	268436	8.80
5/5/2026	TWP OF BERKELEY HEIGHTS	207	268563	10.49
5/5/2026	TWP OF BERKELEY HEIGHTS	209	268574	8.92
5/5/2026	TWP OF BERKELEY HEIGHTS	204	268583	8.86
5/5/2026	TWP OF BERKELEY HEIGHTS	219	268584	9.89
5/5/2026	TWP OF BERKELEY HEIGHTS	217	268623	9.01
5/5/2026	TWP OF BERKELEY HEIGHTS	207	268670	8.74
5/5/2026	TWP OF BERKELEY HEIGHTS	209	268679	8.83
5/6/2026	TWP OF BERKELEY HEIGHTS	217	268802	13.99
5/6/2026	TWP OF BERKELEY HEIGHTS	217	268902	8.48
				180.23

SECTION 5 (05/07/26 - 05/08/26)

5/7/2026	TWP OF BERKELEY HEIGHTS	217	269083	10.39
5/7/2026	TWP OF BERKELEY HEIGHTS	207	269092	11.18
5/7/2026	TWP OF BERKELEY HEIGHTS	207	269161	5.41
5/7/2026	TWP OF BERKELEY HEIGHTS	217	269163	8.84
5/8/2026	TWP OF BERKELEY HEIGHTS	217	269343	6.56
				42.38

TOTAL TONS **514.03**