

CITY OF WILLIAMSPORT, PA RESOLUTION

RESOLUTION # 9289

DATE 3-31-22

TITLE

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN RIVER VALLEY TRANSIT AND INGERSOLL RAND- COMPANY

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Williamsport authorizes River Valley Transit to enter into a multi-year (36-month) Professional Services Agreement for air compressor service and maintenance with Ingersoll Rand-Company, 15768 Collections Center Drive, Chicago, IL 60693; not to exceed \$5,144.92 in year one (2021), \$5,299.27 in year two (2022) and \$5,458.25 in year three (2023) for a total of 36 months.

HEREBY, the appropriate City Officials are hereby authorized to execute an agreement between River Valley Transit and Ingersoll Rand-Company and any documents necessary to accept the attached agreement.

Approved

James M. Franke
City Clerk

[Signature]
President



Chris Clark &

North Valley Transit

Quote Reference # CTS-26613

Quote Valid until 09/18/2021



Investment Summary for River Valley Transit (06-21-2021)

Line #	Product Description	Qty	Unit Price	Extended Price
1.0	PackageCARE (Year 1 Price)	1	\$5,145	\$5,145
	Included Component			
	IRN20H-TAS HV	1		

Product/Service Quote Amount	\$0
CARE Total Amount	\$5,145
Upgrade Option(s) Amount	--
Freight Amount	Included
Total Quote Amount	\$5,145

John D'Ercole
(717) 380-4361
john_dercole@irco.com

River Valley Transit
Quote Reference
#CTS-26613



PackageCARE Agreement

Ingersoll-Rand Industrial U.S., Inc., a Delaware corporation ('Ingersoll Rand', 'Company' or 'Seller'), 800 Beaty Street, Davidson, NC 28036 and River Valley Transit, 1500 West Third Street Spencer Mechanical, WILLIAMSPORT, PA, 17701, ("Customer" or "Buyer") agree to this PackageCARE Agreement (the "Agreement") as follows:

- SCOPE.** This Agreement is for the maintenance service of the equipment set forth below (the "Equipment") for the hours of operation during the Term (the "Hours During Contract").

EQ#	Manufacturer	Model	Serial Number	Start Date	Hours/YR	Current Hours
1	IR	IRN20H-TAS HV	BN1635U10027	01/29/2010	4000	18897

- SERVICE.** Ingersoll Rand's service program will be performed in accordance with an Ingersoll Rand maintenance schedule specific to the Equipment set forth above. This service will include examination, lubrication, adjustment, and repair/replacement of covered components, as further detailed on Exhibit A (the "Services"). During the Term of this Agreement Ingersoll Rand may either repair or replace a piece of Equipment, at its option, with a like piece of equipment with at least the same functionality. In the case of replacement of Equipment, Ingersoll Rand shall amend the Equipment list set forth above and provide Customer with such amended list within a reasonable period of time after such replacement. Title to such replacement Equipment shall be transferred to Customer and Customer agrees to pass title of the replaced Equipment to Ingersoll Rand with free and clear title.
- PRODUCTS.** The services to be performed on the Equipment are set forth on Exhibit A.
- CUSTOMER SITE REQUIREMENTS.** In order to receive the services provided hereunder, the Customer must provide and adhere to the site requirements for the Equipment set forth on Exhibit A.
- HOURS OF SERVICE.** Unless stated otherwise in Exhibit B, the Company will perform the services during regular working hours, Monday through Friday, 7:00am through 5:00pm, local time, excluding the Company recognized holidays ("Regular Working Hours"). These Services include calls for emergency adjustments during Regular Working Hours. A request for service will be considered an "Emergency Adjustment Call" if it is to correct a malfunction or adjust the Equipment and requires immediate attention and is not caused by misuse, improper maintenance by anyone other than the Company certified technicians, abuse or other factors beyond the Company's control. If Customer authorizes service outside of Regular Working Hours, Customer will be invoiced at the Company's then current premium time national billing rates, plus materials not covered by this Agreement. All other services, not covered hereunder, will be billed at the Company's then current national billing rate.
- TERM.** This Agreement commences upon approval by the Company and execution of this contract by Customer on the "Effective Date" noted in the signature block, unless indicated otherwise in Exhibit B, and will continue through a period of 3 year(s) (the "Term").
- AGREEMENT PRICE.** In consideration of the Services provided hereunder, Customer agrees to pay Company \$2,572.46 Semiannual, totaling \$5,144.92 in Year 1.

Term Year	Year 1	Year 2	Year 3
Annual Price	\$5,144.92	\$5,299.27	\$5,458.25

Customer agrees to pay, as an addition to the price herein, the amount of any current or future sales, use, excise or other tax applicable to the Services provided hereunder. The Company will invoice Customer, at the beginning of each Payment Period, in the frequency in accordance with the payment installments set forth above. Customer will pay all invoices within thirty (30) days from the date of invoice.

The prices set forth above are based on the current location, use, site environmental conditions and equipment condition upon the Effective Date hereof. Should any of these factors change during the Term, these prices are subject to adjustment by the Company.

Customer Initials :

AW



PackageCARE

River Valley Transit
WILLIAMSPORT, PA



PackageCARETM

We Protect You

John D'Ercole
(717) 380-4361
john_dercole@irco.com

River Valley Transit
Quote Reference
#CTS-26613



Exhibit A: Product Services & Site Requirements

1. **PRODUCT SERVICES.** The following services will be provided on the Equipment:
 - a. **Rotary Screw Compressors.** Compressor components housed between the air and water (when applicable) inlet flanges and the air and water discharge flanges. Additionally, shipped loose Variable Frequency Drives (VFD's) supplied by Ingersoll Rand are NOT included. Non-Ingersoll Rand disconnects and line reactors are not covered in the scope of a rotary unit.
 - b. **Type 30 Compressors.** All Tank or Base plate mounted components between the air inlet and discharge flanges are covered under PackageCARE. Coverage assumes a maximum duty cycle of 70% for simplex units.
 - c. **Reciprocating Compressors.** All components integral to the compressor package as supplied by Ingersoll Rand between the inlet air & water flanges to the discharge air & water flanges. This would include component items that are removed for shipping purposes and 'reassembled' on location during installation as applicable to the compressor unit covered (ex: outboard bearing & pedestal mount, flywheel, and belt guard). Additionally 'shipped loose' items covered include Ingersoll Rand provided inlet filter housings, pulsation bottles (where applicable), pipeline aftercooler/ separator assemblies, and Ingersoll Rand supplied instrumentation. Shipped loose Main Drive Motor and Main Motor Starter provided by Ingersoll Rand are covered if specifically indicated as an individual line item Agreement Section 1 (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items are NOT covered as part of this Agreement.
 - d. **Centrifugal Compressors.** All components integral to the compressor package as supplied by Ingersoll Rand between the inlet air and water flanges to the discharge air & water. Additionally, 'shipped loose' items covered include Ingersoll Rand provided inlet filter housings, bypass silencers, pipeline aftercooler/separator assemblies, check valves, and Ingersoll Rand supplied instrumentation. Shipped loose Main Motor Starter (where applicable) provided by Ingersoll Rand are covered if specifically indicated as an individual line item in Agreement Section 1 (Scope). Customer supplied interconnecting piping and electrical wiring between 'shipped loose' items as well as Main Drive Motors not supplied by Ingersoll Rand are NOT covered as part of this Agreement.
 - e. **Dryers.** Base plate mounted components between the inlet and discharge flange, in addition to the silencers, blower and heater where applicable. Covered dryer components do not include filtration.
 - f. **The following items are covered only if specifically outlined in Agreement Section 1: Scope**
 - Oil-Water Separators
 - In-line Filters
 - Plate & Frame Heat Exchangers
 - Pace Control Valves
 - Intelliflow Valves
 - Dew Point Meters (non-mounted)
 - Pneumatic No-Loss Drains
 - Receiver Tanks
 - Water Filtration
 - Line Reactors
 - Cooling Towers
 - Intelligent Energy Optimizers
2. **CUSTOMER REQUIREMENTS.** In order to receive the services here under, the Customer must provide and adhere to the Site Conditions listed below and detailed on Exhibit D (Site and Equipment Conditions). In the event Customer has a change in site or equipment conditions, the prices herein are subject to increase by the Company.
 - a. **SITE AIR QUALITY.** Site Air Quality is categorized by both the particulate and chemical conditions in the ambient air surrounding the compressor system, as well as the air where the compressor intake will be located. The Company reserves the right to verify these parameters using silver and copper air quality coupon testing, analysis of the compressor condensate and other particulate measurement methods.
 - b. **SITE WATER QUALITY.** In cases where water is used for cooling, the water source into the specific piece of equipment dictates the risk rating for water quality. Therefore, if the water source is altered during the Agreement terms, Company may reassess pricing parameters accordingly.
 - c. **MOTOR CONDITION.** In cases where a PackageCARE contract covers the unit drive motor and the motor has been previously rewound and/or cleaned, dipped and baked, documentation for all prior work must be provided to the Company prior to the start of the agreement. The Company reserves the right to test the condition of the motor prior to finalizing the total Agreement price.

Customer Initials : 



Exhibit B

EXTENDED HOURS OF SERVICE:

Holiday and Weekend services will be billed at a rate of \$175 per hour.

TERMINATION FOR CAUSE:

Notwithstanding section 9 of the attached Terms and Conditions, in the event that Company is in default of its obligations to perform service hereunder and such default continues thirty (30) days after Company's receipt of written notice by Customer setting forth the specifics of such default, Customer may terminate this Agreement upon thirty (30) days written notice and its only obligation to Company hereunder shall be to pay Company the list price of the services provided to Customer up to the date of termination minus any payments already paid Company up to the date of termination.

MODIFICATION TO EXHIBIT C SECTION 13 (GOVERNING LAW):

Governing state for this Agreement is Pennsylvania. All other portions of this section remain intact.

Customer Initials :

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Exhibit C: PackageCARE Terms & Conditions

1. **GENERAL:** The Terms and Conditions outlined herein shall apply to the services by the Company of maintenance or repair work or the sale of parts thereunder. No additional or contrary terms shall be binding upon the Company unless agreed to in writing.
2. **SCHEDULE DATES & DELAYS:** Schedule dates are approximate and neither party shall be liable for loss, damage, or delay due to war, riots, fire, flood, strike or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the other party, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of such party. In the event of delay in performance due to any such cause, the schedule dates or time for completion will be adjusted to reflect the actual time as may be necessary to properly reflect the delay. The Purchaser's receipt of services or parts shall constitute a waiver of any claims for delay.
3. **ASSIGNMENT:** Neither party will assign or transfer this contract without the prior written consent of the other, and such consent will not be unreasonably withheld. In the event Buyer sells all or a substantial portion of its assets to another entity (the "Successor") without prior consent and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Company arising from the date of such sale of assets to the date Company learns of such asset sale.
4. **TAXES:** The prices do not include any present or future Federal, state or Municipal sales, use, gross receipts, property, or other similar type tax with respect to any material, erection equipment or services covered hereby. If the Company is required by applicable law or regulation to pay or collect any such type tax or taxes on account of this transaction or the material or equipment or services covered hereby, then such amount of tax shall be paid by the Purchaser in addition to the prices herein provided for.
5. **GENERAL DUTIES OF CUSTOMER:** During the term of this Agreement, the Customer shall: (a) provide to the Company at each Location at no cost to the Company, full, free, and safe access to the Equipment and the associated software, and a safe and adequate place in which to perform the Services, which access and place shall include, among other things, maintenance access codes or ID's for the associated computer system; (b) designate in writing and make available to the Company a customer coordinator; (c) ensure that all equipment is only used by personnel properly trained in the operation and use of the Equipment; (d) perform and install all diagnostic activities and routines recommended by the Company prior to requesting on-site Services; (e) ensure the proper environment is maintained and that the Customer's personnel who have access to the Equipment are properly trained in the operation and usage of the Equipment and the associated software; and (f) provide equipment power, at Customer's cost, that is suitable to operate equipment in a safe and reliable manner.
6. **EXCLUSIONS:** In addition to the other exclusions set forth in this Agreement, the services provided under this Agreement do not include- among other services, the following: (a) Service or repair of damage required due to any external cause, other than the Company's acts, including without limitation, service or damage resulting from accidents, transportation, neglect or misuse, failure or fluctuation of electrical power, telephone equipment or communication line failure, failure of foreign interconnected equipment or other software or equipment, improper use, strikes, riots, vandalism, acts of war, nuclear disaster, or natural causes such as fire, flood, water, wind, earthquake or other Acts of God; (b) Service or repairs required as a result of any repair, adjustment, modification, enhancements, update, change, maintenance or similar acts, whether made or attempted to the Equipment or the software associated with the Equipment, made by anyone other than the Company or an authorized representative of the Company; (c) Service or repairs resulting from the failure of the Customer to continually provide a suitable environment, per the Operators Manual for the Equipment or its associated software, including, but not limited to, the failure to provide service or repairs resulting from the failure of the Customer to make the Equipment available for any Preventive Maintenance; (d) Service or repairs to accessories attachments, or other equipment, machines or devices; (e) Electrical work to equipment; (f) Service which is impractical for the Company to render because of, or service which would affect portions of the Equipment modified through, attachments or modifications to the Equipment made by persons other than the Company or an authorized representative of the Company without receiving the Company's prior written approval. (g) Service which would result in the violation of any United States federal, state or local law or regulation (including, without limitation, the Export Administration Laws) or any law or regulation governing the territory where the Site is located or the Equipment utilized; (h) Software which is operating on the Equipment; (i) Service or repairs of damage required or caused by the use of the Equipment for other than ordinary use for which designed; (j) Service or repairs of damage caused by conversion from one model to another or the installation or removal of a Company feature, whenever any of the foregoing was performed by other than the Company; or (k) Service or repairs of damage required or caused by electrical work, plumbing or construction of any kind external to the Equipment and or maintenance of accessories, alterations, attachments or other devices not furnished and or approved by the Company;
7. **CUSTOMER MODIFICATIONS; COMPANY RELEASED FROM OBLIGATIONS:** The Company shall in no way be obligated to provide Services with respect to the Equipment if it contains or is affected by any installation or attachment, modification, repair or replacement or other addition or change made without the prior written consent of the Company (each an "Unauthorized Modification"), and in the event that any such Unauthorized Modification is so made, then the Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to the Customer and without any cost or liability of the Company to the Customer. The Company's suspension of Services as a result of any Unauthorized Modification shall not affect the Customer's payment obligations hereunder.
8. **CUSTOMER INTERFERENCE WITH PACKAGECARE SERVICES:** In the event and to the extent that the Customer prevents or unreasonably delays the Company from conducting PackageCARE Services, the Company's duties and obligations under this Agreement shall be automatically terminated, all without rebate to the Customer and without any cost or liability of the Company to the Customer. In such event Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half of the remaining amount of the Fees left to be paid during the Term or Renewal Term(s) or (2) the list price of all activities performed and parts provided minus payments made up to the date of termination; whichever is greater to the Company within thirty (30) days from the date of such termination.
9. **TERMINATION:** If this Agreement is terminated by Customer prior to the end of the Term or Renewal Term(s), other than for default, Customer shall make a payment as liquidated damages (but not penalty) equal to (1) one-half of the remaining amount of the Fees left to be paid during the Term or Renewal Term(s) or (2) the list price of all activities performed and parts provided prior to agreement termination minus payments made up to the date of termination; whichever is greater to the Company within thirty (30) days from the date of such termination.
10. **WARRANTY DISCLAIMER:** The Company makes no performance warranty and the effects of corrosion and erosion are specifically excluded from the Company's warranty. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties, including any warranty of merchantability and fitness for a particular purpose, are hereby disclaimed.

Customer Initials: 



11. **LIMITATION OF LIABILITY:** The remedies of the Purchaser set forth herein are exclusive, and the liability of the Company with respect to this Agreement or the services or parts furnished under this Agreement shall not exceed the agreement price of such services or the part upon which such liability is based. The Company and its suppliers or subcontractors shall in no event be liable to the Purchaser, any successors in interest or any beneficiary of this agreement for any consequential, incidental, indirect, special or punitive damages arising out of this Agreement or any breach thereof, whether based upon loss of use, lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other goods, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase of replacement power or claims of Purchaser or customers of Purchaser for service interruption, whether or not such loss or damage is based on contract, warranty, negligence, indemnity, strict liability or otherwise.
12. **FORCE MAJEURE:** The nonperformance by the Company of its obligations to deliver the services contemplated hereunder shall be excused if such nonperformance is caused by any strike, flood, fire, accident, or other casualty, act of God, dangerous wildlife, war, governmental restrictions, shortage of, or inability to obtain, parts or raw materials from normal sources, damage by the elements, failure of equipment, power line variations, such as voltage spikes and transients, noise, under or over voltage conditions, power outages, or any other causes, whether of the kind herein enumerated or otherwise, beyond the Company's reasonable control ("Force Majeure") and the Company shall have no liability to the Customer in connection with any such nonperformance.
13. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the state of North Carolina, without the application of conflict of laws principles. No action in law or equity arising out of this Agreement may be brought by the Customer more than two years after the cause of action has first arisen. The Company shall have the right to collect from the Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Agreement. The waiver or failure of the Company to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. By acceptance and signing of this Agreement, Customer agrees to allow the Company to send product advertisements and marketing materials via fax.
14. **NUCLEAR LIABILITY:** In the event that the services or parts furnished hereunder are to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.
15. **EQUIPMENT ACCESSIBILITY:** Equipment accessibility is defined as:
 - a. Above Average: Existing, permanently mounted lifting equipment is adequate and no other lifting equipment is needed, no piping removal required for any parts replacements. There is a minimum of 7' around sides of unit to any obstruction or other piece of equipment. Additionally, IR technicians have access to site whenever needed and there is no need to bring additional customer personnel for work to be completed
 - b. Average: Existing, permanently mounted lifting equipment is in place, but occasional an A-Frame, ladder or other lifting device may be needed. There is minimal to no piping or other parts removal required for repairs. Prior approval is needed, but with few limitations for access to site.
 - c. Difficult: Parts removal required will require at least one day of shutdown of a unit to access. There is little to no overhead lifting capability and access with portable equipment limited. Extensive training required and limited access to site without prior approval or customer personnel must be present at all times.
 - d. Very Limited: No overhead lifting, access with portable equipment difficult, shutdown of units required for parts replacement of this unit as well as potentially removing structure (walls, rails, etc.) for major repairs. Extensive training required for site access and customer personnel must be present at all times.
16. **PAST DUE INVOICES:** Failure of Customer to make any payments when due, which continues for a period of thirty (30) days, shall give the Company the right to discontinue service hereunder and/or terminate this Agreement. In the event that the Company terminates this Agreement due to Customer nonpayment, Customer is obligated to pay the cancellation fees set forth in section 9 of Exhibit C as if it were the party terminating the Agreement. Additionally, the Company may then pursue any remedies available to it by law or in equity.
17. **SITE ASSISTANCE:** Customer is responsible for providing reasonable access to the machinery as defined in Exhibit C. The customer will provide, at their expense, permanent or temporary (e.g. forklift, 'A' Frame, etc.) means to facilitate the lifting of Equipment components as necessitated to perform Services. In addition, the pricing of the Agreement is established with the assumption that one (1) certified Company Technical Services Representative will be performing required Services. Customer agrees to supply additional manpower where lifting assistance or 'another set of hands' is required to perform the Services included herein.
18. **INGERSOLL RAND REMOTE ASSET MONITORING:** For all equipment covered under this Agreement, remote monitoring may be required by the Company to enhance response time and enable remote diagnostics. Upon written request by the Company, Customer agrees to allow the Company to install connectivity device(s) on the covered equipment and transmit equipment operational data ONLY over a cellular broadband network. Customer further agrees to allow the mounting of cellular antenna(s), either on the equipment or on the exterior of the facility, as required to achieve communication signal strength. Company device and antenna installations shall be not be intrusive to customer systems, processes or aesthetics. If the necessary permission is not provided within 90 days of the written notice, Company may adjust Agreement pricing at its sole discretion, to reflect higher maintenance and agreement management costs.
19. **CUSTOMER PURCHASE ORDER:** If Customer's method of payment of the invoices under this Agreement is by purchase order, Customer is responsible for providing valid Purchase Orders (the "Purchase Orders") to Company for the Term of the Agreement. Each Purchase Order must be valid for a minimum period of one (1) contract year. Customer must provide to Company a new Purchase Order, or an amended Purchase Order, before the expiration date of the current Purchase Order. If Customer fails to provide a new or amended Purchase Order in accordance with this Section, the Company will invoice Customer against the most recent Purchase Order. Customer waives any right to dispute an invoice generated against Customer's expired Purchase Order in this instance. Customer's Failure to pay an invoice generated against an expired Purchase Order pursuant to this Section shall constitute a failure to make payment under Section 16 (PAST DUE INVOICES) and be subject to the terms therein. If Customer cannot issue Purchase Orders, a signed Purchase Order Acknowledgement must be provided to the Company upon execution of the Agreement.
20. **CREDIT TERMS**
 - a. **Payment.** Buyer shall pay the amounts due and owing to Company identified on each invoice in full and in accordance with the terms specified on each invoice.

Customer Initials : *AW*



- b. **Invoice Disputes.** Buyer shall notify Company in writing of any dispute with any invoice (along with substantiating documentation) prior to the invoice due date. Invoices for which no such timely notification is received shall be deemed accepted by Buyer as true and correct. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should any dispute arise with respect to any goods delivered by Company to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- c. **Late Payments.** On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the lesser of the simple interest rate of 12% per annum calculated monthly or the highest rate permissible under applicable law. Buyer shall reimburse Company for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms and Conditions or at law (which Company does not waive by the exercise of any rights hereunder), Company shall be entitled to suspend the delivery of any goods if Buyer fails to pay any amounts when due.
- d. **Acceleration.** Should Buyer fail to make any payment required hereunder, Company may, without notice, declare all obligations of Buyer to Company ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Company to Buyer.
- e. **No Partial Payments.** Buyer irrevocably agrees that it will not, without Company's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment," "in full satisfaction," or words of similar effect.
- f. **Sufficient Funds.** Buyer represents that all checks issued to Company will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer acknowledges that this representation will be materially relied upon by Company in extending credit to Buyer.
- g. **Right to Set Off.** Any payment received by Company from Buyer may be applied by Company against any obligation owing by Buyer to Company, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Company. The acceptance by Company of such payment shall not constitute a waiver of Company's right to pursue any remaining balance. With respect to any monetary obligations of Company to Buyer, including without limitation, volume rebates and advertising rebates, Company may, at any time, setoff and appropriate and apply such amounts against any sums that are, or will become, owing, due or payable to Company by Buyer under these Terms and Conditions or any other agreement.
- h. **Non-Discrimination.** Where applicable, the Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract); because of all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

21. **FINANCIAL CONDITION OF BUYER**

- a. **Receipt of Goods While Insolvent.** In the event that Buyer receives any goods from Company while Buyer is insolvent (as such term is used in 2702 of the Uniform Commercial Code, United States of America), this writing and the invoices received from Company relating to such goods shall constitute Company's demand for reclamation of such goods.
- b. **Withdraw of Credit Approval.** Company reserves the right before shipment of any goods ordered by Buyer from Company, to require that all or a portion of the purchase price relating thereto be paid to Company, in good funds, prior to shipment.
- c. **Material Adverse Change in Financial Condition.** Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Company determines there to have been a material adverse change in the financial condition or business affairs of Buyer so that in Company's reasonable judgment Buyer's ability to pay the Obligations has become impaired.
- d. **Verification of Credit References.** Company is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Company is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Company may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.
- e. **Disclosure of Buyer's Right to a Statement of Reasons for Action.** If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within sixty (60) days of Company's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within thirty (30) days of said request.

Customer Initials : 



Exhibit D: Site & Equipment Conditions

Customer Name: River Valley Transit

Customer Location (One Way): 9.1 mi

Customer Address: 1500 West Third Street Spencer Mechanical

Term (Years): 3

City, State, Zip Code: WILLIAMSPORT, PA, 17701

Ambient Air Quality: Average

Contact Name: Chris Clark

Site Availability: Anytime

Machine Type	Serial	Start Date	Hours Per Year	Location	Cooling Type	Accessibility	Vibration	Rise To Surge	Overhaul (Aftend)	Overhaul (Motor)
20 HP Rotary Compressor (VSD-TAS)	BN1635U100Z7	01/29/2010	4000	Indoors	Air Cooled	Above Average	Rotary: <40 dbM	0	0	0

Customer Initials: *AW*



8. **PRICE ADJUSTMENTS.** The Agreement Price will adjust upward three percent (3.0%) year-over-year, pending review based upon the Producer Price Index, Commercial and Industrial Machinery and Equipment Repair and Maintenance (WPU551) (based upon index in effect as of the Effective Date anniversary), the increase will match the PPI (WPU551) when there is movement greater than five percent (5%) upwards. The labor rates for work, outside of this Agreement will be adjusted annually, as of the date of the national labor rate adjustment accordingly.

If Customer's use of the Equipment exceeds the Annual Hours ("Annual Hours" calculated as Hours During Contract divided by Agreement Term in years) and continues to do so for a period of six (6) months, the prices herein are subject to increase by the Company.

For Agreements where the total Agreement Price is paid at the beginning of the Term, should PPI (WPU551) movement exceed 5% upward per calendar year (the "PPI Increase"), the value of the actual PPI Increase will be invoiced annually on the anniversary of the Effective Date.

9. **ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, together with Exhibits A, B, C and D or supplements specifically referenced in this Agreement, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed, in duplicate, by its duly authorized representative. The individual executing below on behalf of the Customer warrants that it is an authorized representative and has the ability to bind the Customer to the terms of this Agreement. The Company is not bound by the terms of this Agreement until its authorized representative has executed this Agreement in the signature block provided below.

The rest of the page has been intentionally left blank.

Customer Initials :

Handwritten initials, possibly "AW", in black ink.



River Valley Transit

Ingersoll-Rand Industrial U.S., Inc.

Authorized Representative
Signature

Authorized
Representative
Signature

Name

Name

Title

Title

Effective Date

Date

P.O #

CONTRACT MANAGEMENT USE ONLY (Not valid until signed by Ingersoll Rand Contract Management Team)

By (signature):

Title:

Name (Printed):

Date:

A1.0 PC80 PC80

The rest of the page has been intentionally left blank.

Customer Initials :



Attention: Chris Clark

River Valley Transit
1500 West Third Street Spencer Mechanical
WILLIAMSPORT, PA 17701

Re: Purchase Order/Invoice Acknowledgement

Description of Service Agreement: CARE Agreement

Purchase Order Number: _____

Purchase Order Expiration Date: _____

Payment Terms: NET 30

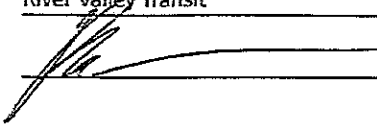
Bill To Name & Address:
(If Different Than Ship To) City of Williamsport, DIVISION OF CITY OF WILLIAMSPORT 1500 WEST THIRD ST
WILLIAMSPORT, PA, 17701

Bill To Contact Name: Chris Clark

Bill To Phone Number: 5703262500

This is to acknowledge that we are in receipt of the electronic/verbal Purchase Order referenced above. Ingersoll-Rand Industrial U.S., Inc. policy states that we must have a hard copy customer purchase order on file for all CARE agreements. Please forward such hard copy purchase order to my attention. If you are unable to provide such, we request that you sign this letter and return to my attention. Once I receive this signed letter, I can then proceed with processing the CARE Agreement. The execution of the service is governed solely by the Terms & Conditions in the CARE agreement attached hereto.

Company Name: River Valley Transit

Signature: 

Printed Name: _____

Title: _____

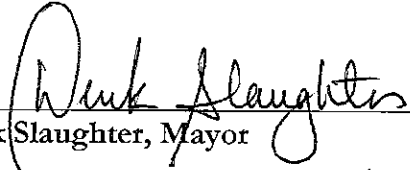
Date: _____

We once again would like to take this opportunity to thank you for your valued order. If you have any questions, please feel free to call.

John D'Ercole
(717) 380-4361
john_dercole@irco.com

River Valley Transit
Quote Reference
#CTS-26613

Signature Page



Derek Slaughter, Mayor

03/31/22

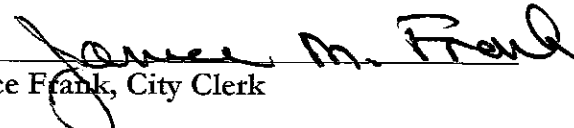
Date



Peg Woodring, Controller

3/31/22

Date



Janice Frank, City Clerk

3/31/22

Date