

Eaton's Cooper Power Systems Business
Proposal Number BED3690917
Revision 02

Date: April 13, 2016
Proposal Valid Through: May 13, 2016

ROCHELLE MUNICIPAL UTILITIES
333 LINCOLN HWY
ROCHELLE, IL, 61068-0456

End User: ROCHELLE MUNICIPAL UTILITIES
Product(s): Regulator, Pad-Mounted Switchgear

Eaton's Cooper Power Systems Business is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Eaton's Cooper Power Systems Business.

Should you have any questions or require any additional information, please feel free to contact me at (800) 435-9689. Eaton's Cooper Power Systems Business appreciates the opportunity to provide a response to your Inquiry and looks forward to receiving your order.

Sincerely,

Stacie Weed
ISR

cc: - JUSTIN MELROY - PSD1

Revisions:
REV 2 adders/deducts jk 4-13-16
REV 1 voltage set at 7970V jk 4-1-16

Proposal Details

Terms of Sale: FOB Plant - Freight Prepaid and Allowed

Payment Terms: Paid by Credit Card

Proposal Valid Through: May 13, 2016

Orders are accepted subject to Eaton's Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

We now offer complete services for all your power distribution and automation needs. We have the industry's largest Electrical Power Equipment Manufacturer's Service Team, which provides 24 hour service. We provide start-up and commissioning; power system analysis including Arc Flash, Harmonics and other studies; preventive maintenance, testing and field trouble-shooting; multi-year service contracts; power system automation engineering, monitoring and training; aftermarket life extension solutions; as well as turnkey project capabilities. In addition to the services that we can provide for the equipment contained within this proposal, our Service Team is experienced on all manufacturers' electrical power distribution equipment, so please contact us about any electrical system problem. If you need immediate service, you can contact the Representative who provided this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems. Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Commodity Price Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: www.cooperpower.com/cpi

Cooper Power Systems recommends for all transformer and regulator applications Envirotemp FR3 dielectric fluid ("FR3") in lieu of naphthenic mineral oil because of FR3's superior biodegradability, firepoint and paper insulation life extension properties. Cooper Power Systems has provided a quote per your current specification, but will quote FR3 as a fluid option if requested.

If FOB destination is required there will be a 2% price adder per unit.

Item Details

Item Number: 00001

Customer RFQ Information: Email; Dated: 3/18/16 - CL-7 Controls
Outline Drawing: 4242600B2004 (for reference only)
Nameplate Drawing: B687179 (for reference only)

Package Quantity	Customer Material Number	Catalog Number to Order	Per Package Price	Extended Price
3	N/A	VRW333BCL71010601A	\$34686.00 USD	\$104058.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 16 weeks ex-factory

Description:

Regulator Identifier:	WW333B00C00002116A (Qty: 1 Regulator)
Configuration:	Pad - 1PH - ONAN Rated w/IDPT
Voltage (V):	7620
Connection:	Voltage set for 7,200.00 Volt Operation
BIL (kV):	95
kVA:	333
Current (A):	438
Losses:	Std
Tank Material:	Std. All Mild Steel
Bushing Attributes:	Standard Bushings (Qty: 3)
Bushings/Terminals:	25 kV 600A Integral Bushings (Qty: 3)
Arresters:	Std. Series Arrester
Birdguards:	None
Ground Connectors:	Standard Ground Provisions
Gauges:	None
Tank Type Revision:	Padmount Tank
Unit Special Feature Code:	2116
Padmount Accessories:	External Tap Changer
Padmount Bypass Module:	Bypass Switch 550 Amp - Wye Connected
Padmount Cabinet Depth:	40" Deep Cabinet

Control Identifier:	CL71E000000000675 (Qty: 1 Control)
Control Type:	CL-7 Control
Control Usage:	1-Phase
Control Language:	English
Port 1 Comms Card:	None
Port 1 Protocol:	DNP, IEC 60870-5
Port 2 Comms Card:	None
Port 2 Protocol:	DNP, IEC 60870-5
I/O Option:	None
Power / Battery:	None
Box Type / Material:	MS Standard box
Control Cable:	Standard 54" Control Cable
Tap Changer Capacitor:	50µF (QD5 & QD8 Tap Changers)
Special Feature Code:	0067

1319 Lincoln Avenue Waukesha, WI 53186
Phone: (800) 435-9689 Fax: 770-268-7524 E-Mail: StacieWeed@Eaton.com

Item Number: 00001

Control Back Panel RCT: Reverse Power Flow Capabilities

LINE ITEM NOTES:

Technical

FR3 Adder (with Auto Inhibit Thermometer)

Cooper Power Systems is pleased to offer Envirotemp FR-3 fluid in lieu of mineral oil fluid for a price adder of \$2,828 per unit. Please reflect this on the purchase order if this is desired.

Item Details

Item Number: 00001

Item Alternate: A

Customer RFQ Information: Email; Dated: 3/18/2016 - SEL Control

Package Quantity	Customer Material Number	Catalog Number to Order	Per Package Price	Extended Price
3	N/A	VRW333BCLS1010602A	\$34686.00 USD	\$104058.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 16 weeks ex-factory

Description:

Regulator Identifier: Configuration: Voltage (V): Connection: BIL (kV): kVA: Current (A): Losses: Tank Material: Bushing Attributes: Bushings/Terminals: Arresters: Birdguards: Ground Connectors: Gauges: Tank Type Revision: Unit Special Feature Code: Padmount Accessories: Padmount Bypass Module: Padmount Cabinet Depth: ----- Control Identifier: Control Type: MOT Number: Control Usage: Control Language: Firmware: USB Interface: Power Supply: Manual Raise/Lower Operators: Port 1 Comms Card: Port 1 Protocol:	WW333B00C00002116A (Qty: 1 Regulator) Pad - 1PH - ONAN Rated w/IDPT 7620 Voltage set for 7,200.00 Volt Operation 95 333 438 Std Std. All Mild Steel Standard Bushings (Qty: 3) 25 kV 600A Integral Bushings (Qty: 3) Std. Series Arrester None Standard Ground Provisions None Padmount Tank 2116 External Tap Changer Bypass Switch 550 Amp - Wye Connected 40" Deep Cabinet ----- CLS1E0101200000675 (Qty: 1 Control) SEL-2431 Control 24310111X12XXX231XX 1-Phase English Standard - Voltage Regulator Control with Forward/Reverse Operating Modes, Line Drop Compensation, SELOGIC Programming, Metering, Event Reporting, SER, Load Profiling, and Synchrophasors Type A USB Flash Drive Interface Standard - 120 VAC, 50/60 Hz Toggle Switch Raise/Lower Operators None SEL-ASCII, SEL Compressed ASCII, Fast Meter, Fast Operate, PMU,
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Item Number: 00001

Item Alternate: A

Port 2 Comms Card:	and DNP3 Level 2 Slave None
Port 2 Protocol:	SEL-ASCII, SEL Compressed ASCII, Fast Meter, Fast Operate, PMU, and DNP3 Level 2 Slave
Conformal Coat:	Conformal Coated Circuit Boards
Retrofit Kit:	Cooper: 20-Position Connector (Dead-Front) Interface
Installed Accessories:	No Accessories
Box Type / Material:	MS Standard box
Control Cable:	Standard 54" Control Cable
Tap Changer Capacitor:	50 μ F (QD5 & QD8 Tap Changers)
Special Feature Code:	0067
Control Back Panel RCT:	Reverse Power Flow Capabilities

LINE ITEM NOTES:

Technical

FR3 Adder (with Auto Inhibit Thermometer)

Cooper Power Systems is pleased to offer Envirotemp FR-3 fluid in lieu of mineral oil fluid for a price adder of \$2,828 per unit. Please reflect this on the purchase order if this is desired.

Item Details

Item Number: 00001

Item Alternate: B

Customer RFQ Information: Email; Dated: 3/18/2016 – 3 in 1 Configuration

Outline Drawing: VRT333V (for reference only)

Package Quantity	Customer Material Number	Catalog Number to Order	Per Package Price	Extended Price
1	N/A	VRT333VCL77010727A	\$70937.00 USD	\$70937.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 23 weeks ex-factory

Description:

Regulator Identifier:	WT333V00C00001911A (Qty: 1 Regulator)
Configuration:	Pad - 3in1 - ONAN Rated w/IDPT (Qty: 3)
Voltage (V):	7620
Connection:	Voltage set for 7,200.00 Volt Operation
BIL (kV):	95
kVA:	3 x 333
Current (A):	3 x 438
Losses:	Re-Op - 2009 std.
Tank Material:	Std. All Mild Steel
Bushing Attributes:	Standard Bushings (Qty: 3)
Bushings/Terminals:	25 kV 600A Integral Bushings (Qty: 3)
Arresters:	Std. Series Arrester
Birdguards:	None
Ground Connectors:	Standard Ground Provisions
Gauges:	None
Tank Type Revision:	Padmount Tank
Unit Special Feature Code:	1911
Padmount Accessories:	External Tap Changer
Padmount Cabinet Depth:	40" Deep Cabinet
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Control Identifier:	CL77E0000000100675 (Qty: 1 Control)
Control Type:	CL-7 Control
Control Usage:	Multi-Phase-3 (3in1 Padmount)
Control Language:	English
Port 1 Comms Card:	None
Port 1 Protocol:	DNP, IEC 60870-5
Port 2 Comms Card:	None
Port 2 Protocol:	DNP, IEC 60870-5
I/O Option:	None
Power / Battery:	None
Box Type / Material:	MS Standard box
Control Cable:	10ft. (3m) Control Cable (Qty: 3)
Tap Changer Capacitor:	50µF (QD5 & QD8 Tap Changers) (Qty: 3)
Special Feature Code:	0067
Control Back Panel RCT:	Reverse Power Flow Capabilities

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Item Alternate: B

LINE ITEM NOTES:

Technical

Please note a bypass switch is not available in a 3 in 1 pad mount unit.

FR3 Adder (with Auto Inhibit Thermometer)

Cooper Power Systems is pleased to offer Envirotemp FR-3 fluid in lieu of mineral oil fluid for a price adder of \$8,484 per unit. Please reflect this on the purchase order if this is desired.

Item Details

Item Number: 00001

Item Alternate: C

Customer RFQ Information: Email; Dated: 3/18/2016 – 3 pads with 1 multiphase CL-7 Control

Package Quantity	Customer Material Number	Catalog Number to Order	Per Package Price	Extended Price
1	N/A	VRW333BCL73010726A	\$103258.00 USD	\$103258.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 16 weeks ex-factory

Description:

Regulator Identifier:	WW333B00C00002116A (Qty: 3 Regulators)
Configuration:	Pad - 1PH - ONAN Rated w/IDPT
Voltage (V):	7620
Connection:	Voltage set for 7,200.00 Volt Operation
BIL (kV):	95
kVA:	333
Current (A):	438
Losses:	Std
Tank Material:	Std. All Mild Steel
Bushing Attributes:	Standard Bushings (Qty: 3)
Bushings/Terminals:	25 kV 600A Integral Bushings (Qty: 3)
Arresters:	Std. Series Arrester
Birdguards:	None
Ground Connectors:	Standard Ground Provisions
Gauges:	None
Tank Type Revision:	Padmount Tank
Unit Special Feature Code:	2116
Padmount Accessories:	External Tap Changer
Padmount Bypass Module:	Bypass Switch 550 Amp - Wye Connected
Padmount Cabinet Depth:	40" Deep Cabinet

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Control Identifier:	CL73E0000000500675 (Qty: 1 Control)
Control Type:	CL-7 Control
Control Usage:	Multi-Phase - 3
Control Language:	English
Port 1 Comms Card:	None
Port 1 Protocol:	DNP, IEC 60870-5
Port 2 Comms Card:	None
Port 2 Protocol:	DNP, IEC 60870-5
I/O Option:	None
Power / Battery:	None
Box Type / Material:	MS Standard box
Control Cable:	50ft. (15.2m) Control Cable (Qty: 3)
Tap Changer Capacitor:	50µF (QD5 & QD8 Tap Changers) (Qty: 3)
Special Feature Code:	0067
Control Back Panel RCT:	Reverse Power Flow Capabilities

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Item Number: 00001

Item Alternate: C

LINE ITEM NOTES:

Technical

FR3 Adder (with Auto Inhibit Thermometer)

Cooper Power Systems is pleased to offer Envirotemp FR-3 fluid in lieu of mineral oil fluid for a price adder of \$8,484 per unit. Please reflect this on the purchase order if this is desired.

Item Details

Item Number: 00002

Customer RFQ Information: Email; Dated: 3/18/2016 – Spare unit with CI-7 control, no bypass

Outline Drawing: 4242600B2004 (for reference only)

Package Quantity	Customer Material Number	Catalog Number to Order	Per Package Price	Extended Price
1	N/A	VRW333BCL71009509A	\$30186.00 USD	\$30186.00 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 16 weeks ex-factory

Description:

Regulator Identifier:	WW333B00C00001911A (Qty: 1 Regulator)
Configuration:	Pad - 1PH - ONAN Rated w/IDPT
Voltage (V):	7620
Connection:	Voltage set for 7,200.00 Volt Operation
BIL (kV):	95
kVA:	333
Current (A):	438
Losses:	Std
Tank Material:	Std. All Mild Steel
Bushing Attributes:	Standard Bushings (Qty: 3)
Bushings/Terminals:	25 kV 600A Integral Bushings (Qty: 3)
Arresters:	Std. Series Arrester
Birdguards:	None
Ground Connectors:	Standard Ground Provisions
Gauges:	None
Tank Type Revision:	Padmount Tank
Unit Special Feature Code:	1911
Padmount Accessories:	External Tap Changer
Padmount Cabinet Depth:	40" Deep Cabinet
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Control Identifier:	CL71E0000000000675 (Qty: 1 Control)
Control Type:	CL-7 Control
Control Usage:	1-Phase
Control Language:	English
Port 1 Comms Card:	None
Port 1 Protocol:	DNP, IEC 60870-5
Port 2 Comms Card:	None
Port 2 Protocol:	DNP, IEC 60870-5
I/O Option:	None
Power / Battery:	None
Box Type / Material:	MS Standard box
Control Cable:	Standard 54" Control Cable
Tap Changer Capacitor:	50µF (QD5 & QD8 Tap Changers)
Special Feature Code:	0067
Control Back Panel RCT:	Reverse Power Flow Capabilities

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Item Number: 00002

LINE ITEM NOTES:

Technical

FR3 Adder (with Auto Inhibit Thermometer)

Cooper Power Systems is pleased to offer Envirotemp FR-3 fluid in lieu of mineral oil fluid for a price adder of \$2,828 per unit. Please reflect this on the purchase order if this is desired.

Terms and Conditions

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

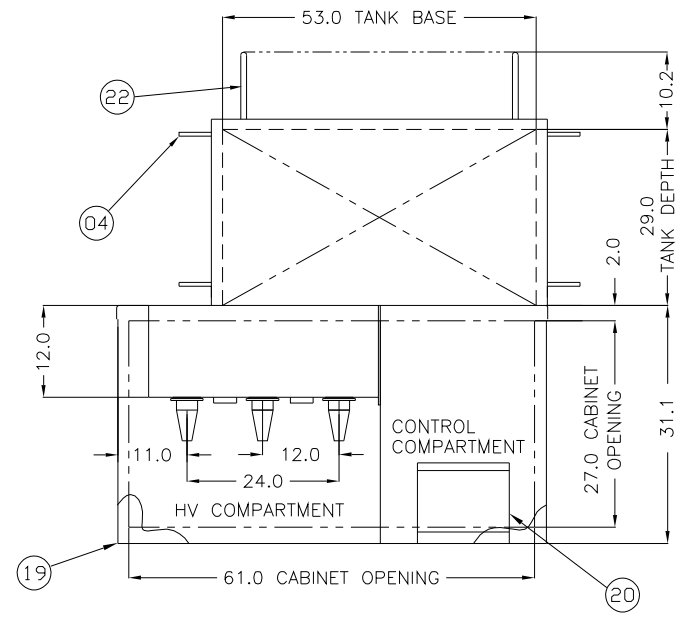
19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

CPS 121010

IT	DESCRIPTION
1	HIGH VOLTAGE INTEGRAL APPARATUS BUSHING
2	TANK BOXOUT FOR HV BUSHINGS
3	REGULATOR TANK BASE W/JACKING AND ROLLING FACILITIES
4	LIFTING LUGS
5	BOLTED COVER W/NUT GUARD
6	1.0" UPPER FILTER PRESS CONN. & FILL PLUG
7	1.0" DRAIN VALVE W/SAMPLER
8	AUTO PRESS. RELIEF DEVICE
9	PRESSURE VACUUM GAUGE PROVISION
10	MAGNETIC OIL LEVEL GAUGE
11	OIL SIGHT GAUGE
12	TAP CHANGER POSITION INDICATOR W/ DRAGHANDS AND REGULATION RANGE LIMIT SWITCHES
13	THERMOMETER PROVISION
14	STEEL DIVIDER PLATE
15	REMOVABLE SILL
16	GROUND PAD W/ 2 - 1/2-13 UNC TAPPED HOLES 7/16 DEEP
17	NAMEPLATE
18	PARKING STAND
19	BOLTED HIGH SECURITY CABINET W/PENTAHEAD DOOR BOLTS
20	CONTROL ENCLDSURE - LOCKABLE - ON INSIDE OF CABINET DOOR
21	NA
22	COOLING CORRUGATION WHEN REQUIRED
23	GROUND STRAP FOR S-L BUSHING
24	BYPASS SWITCH MODULE ACCESSORY

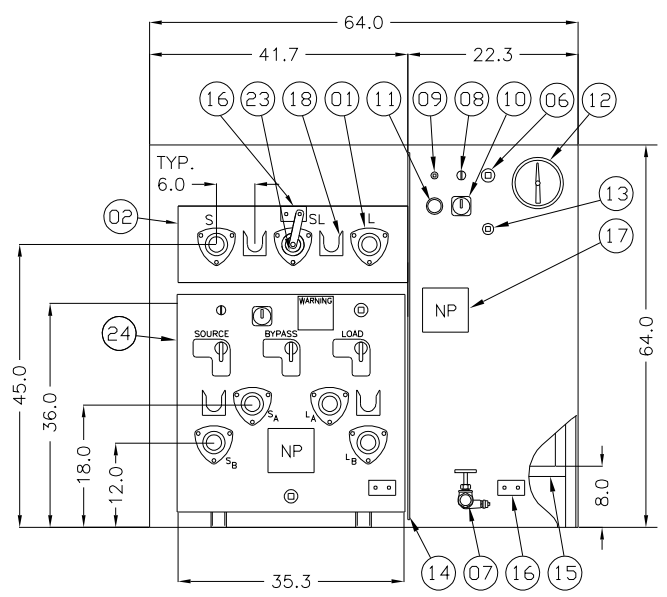
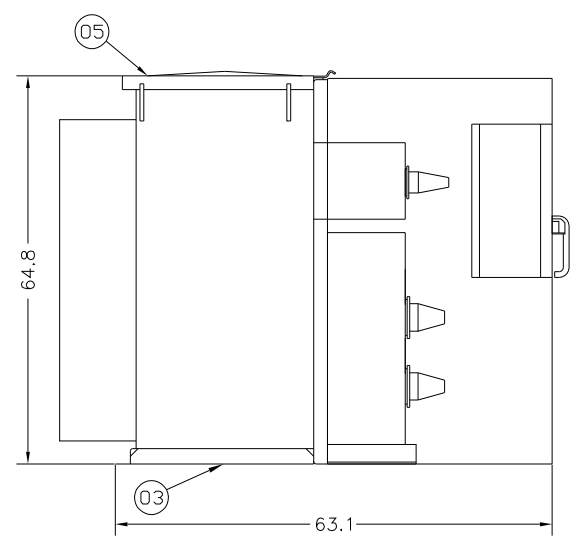
REVISIONS	
REV. 01	UPDATED TO EATON TITLE BLOCK.
	DWG WAS RMG.
	ECHN PTP1510745.
BY: AB	DATE: 07/10/15



CAT. NO. VRW333CCL71000957A

RATED VOLTAGE: 7620/13200 GRDY
 LOAD AMPS: 438
 KVA: 333
 REGULATION:
 ±10% IN 32 5/8% STEPS
 OIL VOLUME: 353 GAL
 UNTANKING WEIGHT: 1525 LBS.
 TOTAL WEIGHT: 5875 LBS
 CONTROL: CL-7
 QUIK DRIVE TAP CHANGER
 FINISH: MUNSELL 7GY 3.29/1.5
 PADMOUNT GREEN

NOTE:
 REGULATOR TANK, FITTINGS, COVER,
 CABINET, CONTROL BOX, NAMEPLATES
 AND HARDWARE ARE STAINLESS STEEL.



MATERIAL:		EATON Power Quality Solutions	
ALL DIMENSIONS ARE IN INCHES [MM]			
THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.			
TITLE: OUTLINE DRAWING		DESC: COOPER POWER SERIES PADMOUNTED VOLTAGE REGULATOR 1 PHASE 60HZ 65°C RISE	
DWG: PTP	DATE: 03/28/14	REF: 4242600B2003	SHEET#: 1 of 1 SCALE: NTS REV: 01
4242600B2004			

REV.01
 UPDATED EATON
 TITLE BLOCK, EATON
 LOGO ON NP AND
 MANUAL DOC. NUMBERS.
 PTP WAS RMG.
 ECN PTP1510984
 BY: AB DATE: 09/18/15

EATON COOPER POWER SERIES

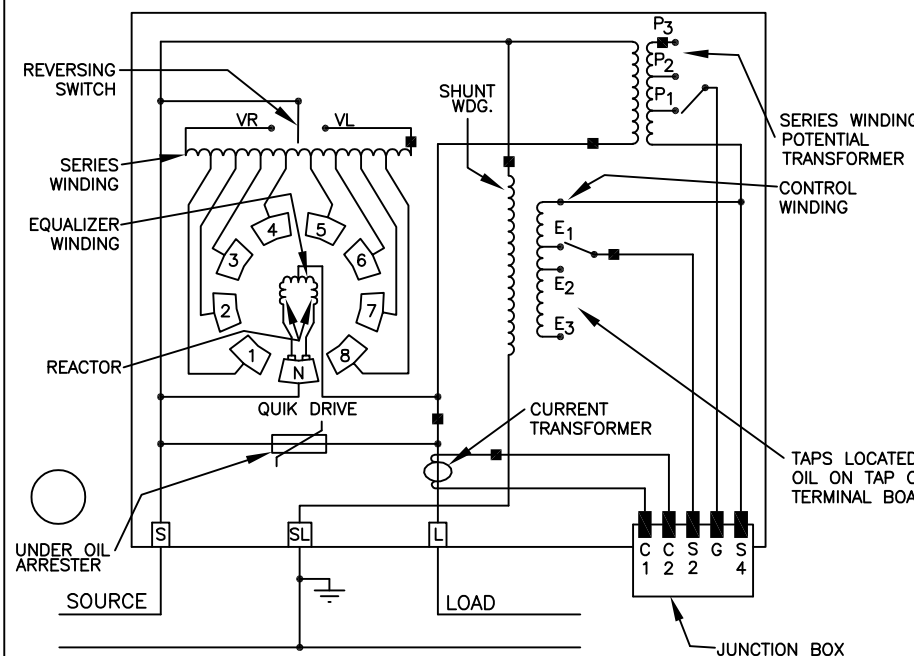
SINGLE PHASE STEP VOLTAGE REGULATOR VR-32 65°C RISE CLASS ONAN
 KVA **333** LOAD AMPS **438** 60 HZ TYPE A
 RANGE OF REGULATION $\pm 10\%$ 32 - $\frac{5}{8}\%$ STEPS
 RATED VOLTS **7620/13200** GRDY
 CAT. NO.
 MFG. DATE
 WDG. SHUNT **CU** SERIES **AL**
 MAT.
 KV **95** C.T. RATIO **500:0.2**
 BIL

MAN. **CP** SER.

TAP CHANGER: QD8

STOCK #

UNTANKING WEIGHT LBS. TOTAL WEIGHT LBS. GAL. OIL



TAP IN USE	LOAD VOLTS	CONTROL WDG. TAP (TANK)	INTERNAL P.T. RATIO	R.C.T. TAP (CONTROL)	TEST TERMINAL VOLTAGE	OVERALL POT. RATIO
○	8000	E 1&P1	60:1	133	120.5	66.5:1
○	7970	E 1&P1	60:1	133	120	66.5:1
○	7620	E 1&P1	60:1	127	120	63.5:1
○	7200	E 1&P1	60:1	120	120	60:1
○	6930	E 1&P1	60:1	115	120.5	57.5:1
○	4800	E 2&P2	40:1	120	120	40:1
○	4160	E 2&P2	40:1	104	120	34.7:1
○	2400	E 3&P3	20:1	120	120	20:1

P.O.

TAPS LOCATED UNDER OIL ON TAP CHANGER TERMINAL BOARD

WARNING:

DO NOT BYPASS UNLESS ON NEUTRAL POSITION AND CONTROL SWITCH IS OFF. FAILURE TO DO SO MAY CAUSE DAMAGE TO REGULATOR, RESULTING IN PERSONAL INJURY OR DEATH. READ INSTALLATION AND OPERATING INSTRUCTIONS MN225003EN AND MN225008EN

LIMIT SWITCH SETTINGS ON POSITION INDICATOR

REGULATION LIMITED TO \pm	5%	6 $\frac{1}{4}\%$	7 $\frac{1}{2}\%$	8 $\frac{3}{4}\%$	10%
% RATED	153*	135	120	110	100
65°C LOAD AMPS					

*TAP CHANGER MAX. AMPERE RATING 668 AMPS

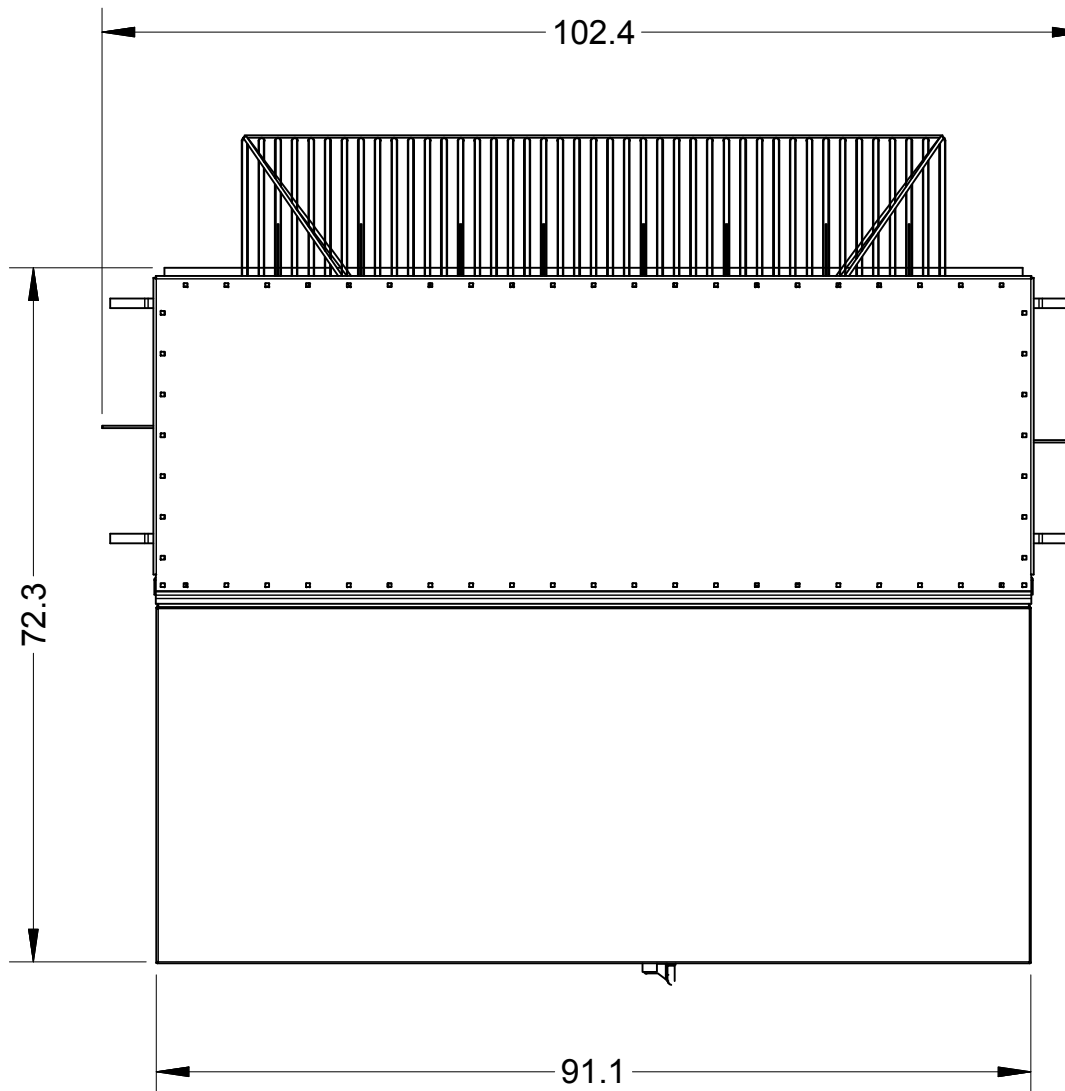
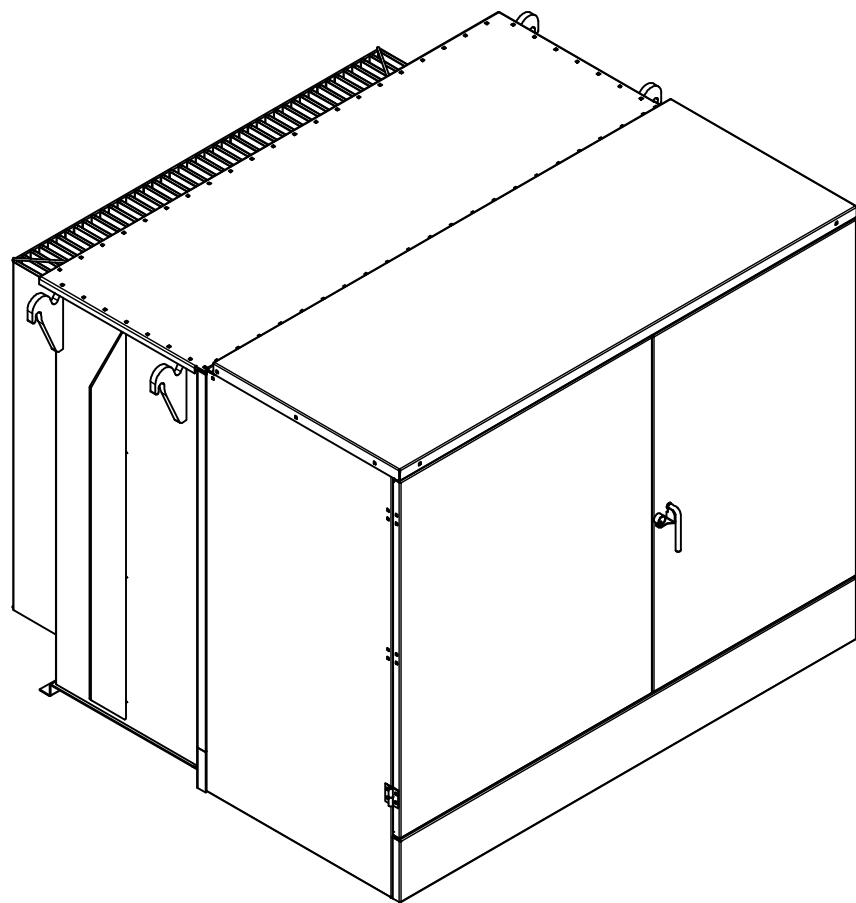
687179 REV 01

FILLED WITH ANSI TYPE II MINERAL OIL THAT CONTAINED LESS THAN 1 PPM PCB AT TIME OF MANUFACTURE.

MADE IN WAUKESHA WISCONSIN, U.S.A.

MASTER = RG12A7
 SCHEM = VRPQA33X
 VCHART = VTAP08E
 ACHART = LAMP173

MATERIAL:	EATON Powering Business Worldwide				
ALL DIMENSIONS ARE IN INCHES [MM]	TITLE: NAMEPLATE DESC: COOPER POWER SERIES ---				
THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.	DWG: PTP	DATE: 03/27/14	REF: B686342	SHEET #: 1 of 1	SCALE: 1.5=1
B687179					



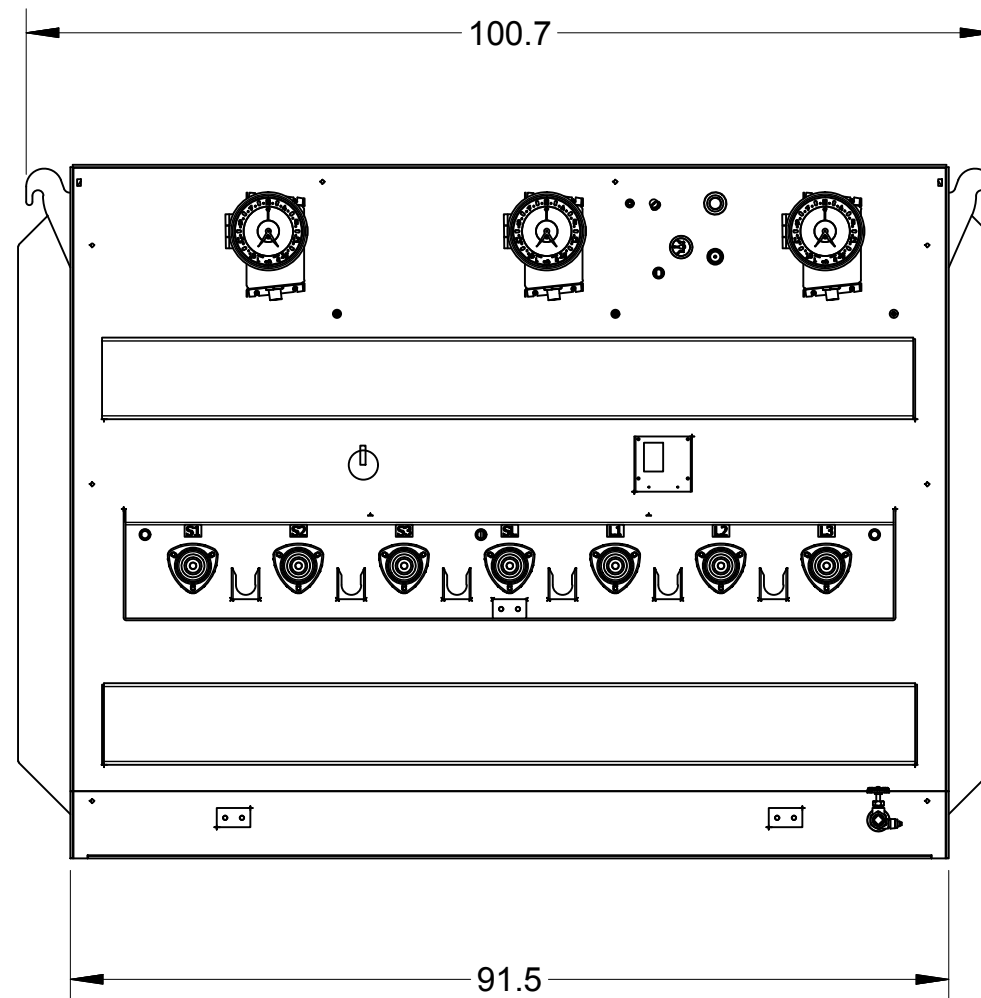
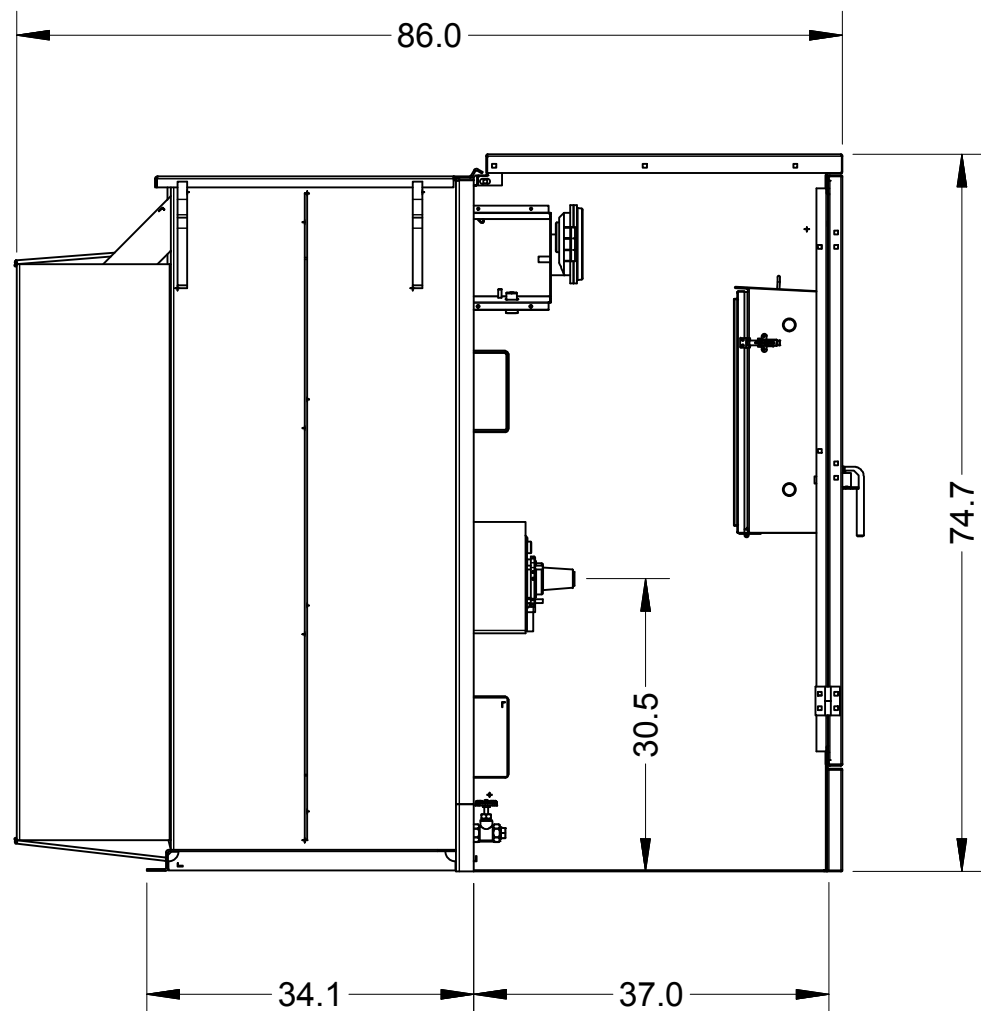
UNIT RATING DATA

CATALOG #: VRT333V
VOLTAGE RATING: 7620/13,200 VOLTS
CONNECTION TYPE: GRDY
CURRENT RATING: 3 X 438 AMPS
KVA RATING: 3 X 333 KVA


TOTAL FLUID VOLUME: 600 GALLONS
UNTANKING WEIGHT: 1,720 LBS. (PER PHASE)
TOTAL UNIT WEIGHT: 14,014 LBS.

NOTES:

1. THIS DRAWING IS NOT TO SCALE.
2. THIS IS A PRELIMINARY DESIGN OUTLINE DRAWING THAT SHOWS ESTIMATED UNIT SIZES & WEIGHTS.
3. THIS IS A STANDARD DESIGN THAT WILL CONTAIN STANDARD FEATURES AND ACCESSORIES PER THE 3IN1 PAD-MOUNTED REGULATOR PRODUCT SCOPE.
4. **THIS DRAWING SHOULD NOT BE USED FOR CONSTRUCTION.**



**** DRAWING NOT FOR CONSTRUCTION ****

MATERIAL:		 Powering Business Worldwide			
ALL DIMENSIONS ARE IN INCHES [MM]					
THE INFORMATION ON THIS DOCUMENT WAS CREATED BY EATON. IT WAS DISCLOSED IN CONFIDENCE AND IS ONLY TO BE USED FOR THE PURPOSE IN WHICH IT WAS SUPPLIED.		TITLE: OUTLINE DRAWING DESC: COOPER POWER SERIES PRELIMINARY VRT333V OUTLINE			
DWG: PTP	DATE: 3/16/2016	REF: 4242600B2431	SHEET #: 1 OF 1	SCALE: NTS	REV: 00
THIS DRAWING HAS BEEN GENERATED FROM A 3D MODEL.		VRT333V			