

**LANCASTER WASTE-TO-ENERGY (WTE) AND SUSQUEHANNA RESOURCE MANAGEMENT COMPLEX
(SRMC) FERROUS MARKETING AGREEMENT**

This Agreement is effective the ___th day of _____, 20__, by and between the Lancaster County Solid Waste Management Authority (LCSWMA) and _____ (Market).

LCSWMA and _____, for and in consideration of the mutual promises and agreements set forth herein, and intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall be from _____ through _____.

2. **Definitions.** As used in the Agreement, the following definition applies:

Small Ferrous refers to ferrous scrap which passes through a 6-8 inch grizzly scalper and is recovered by a rotating drum magnet from the ash produced from the combustion of municipal and residual wastes at the Lancaster County Waste-to-Energy Facility (WTE). Small Ferrous may contain a significant amount of tin can stock and sporadic electric motors/non-ferrous metal, as well as non-hazardous ash in varying amounts.

Large Ferrous refers to ferrous scrap ten (10) inches or larger in any dimension which is recovered from the ash produced from the combustion of municipal and residual wastes at the Lancaster County Waste-to-Energy Facility (WTE) and the Susquehanna Resource Management Complex (SRMC). Large ferrous may contain varying amounts of non-hazardous ash.

3. **Scope of Service.** Market shall, in a good and professional manner meeting industry accepted standards accept and utilize as scrap for the purpose of recycling the Small and Large Ferrous that LCSWMA may, from time to time, make available to Market. The estimated annual tonnage that should be available to Market is 15,000 tons but may vary from year to year.

4. **Recycling Warranty.** Market warrants that all Small and Large Ferrous produced by LCSWMA and marketed under this Agreement shall be recycled and not disposed of as solid waste.

5. **Compensation.** Market agrees to pay LCSWMA the following percentage of the market scale index for “#1 Heavy Melting Steel” (HMS) – Philadelphia, PA as reported in the _____ (___th) issue each month of the *American Metals Market*:

For loads consisting solely of Small Ferrous, there will be no weight deductions, rejections, or credit for ash. For loads consisting of a combination of Small Ferrous and Large Ferrous, or for loads consisting solely of Large Ferrous, reasonable deductions from the processor for excessive ash content may be permitted with the mutual consent of LCSWMA and Market. Market agrees that LCSWMA pricing will never go below a price of thirty dollars (\$30.00) per gross ton shipping point, regardless of scrap market or publication value.

6. **Transportation.** Compensation paid to LCSWMA, per Section 5, reflects F.O.B. pricing at WTE and SRMC as a separate line item. All transportation arrangements and costs are the responsibility of the Market. LCSWMA reserves the right to approve access to any and all haulers or agents that the Market uses for transportation services.

7. **Monthly Statement/Payment.** Market shall provide LCSWMA a list of available destinations, a monthly update on actual destinations used, and a monthly statement detailing delivery transactions, net scrap weights, and calculated payments. The monthly statement and payments shall be received by LCSWMA by the 30th day of the following month.

8. **Title.** Title to all Small Ferrous and Large Ferrous shall pass from LCSWMA to Market at such time as Small Ferrous and Large Ferrous is picked up and accepted by Market.

9. **Warranty.** LCSWMA warrants that, to the best of its ability, no tanks or potentially explosive materials or containers that previously contained potentially hazardous materials will be delivered. It is

understood and agreed that Market shall not accept nor shall LCSWMA deliver any Small Ferrous or Large Ferrous or other material which could be considered hazardous, explosive or contain such material which could be considered the same either before, during, or after processing by Market.

10. Insurance. At all times during the term of this Agreement, Market shall maintain in full force and effect workers' compensation, general liability, and automobile liability insurance. Nothing in this Paragraph 10 shall require Market to provide primary insurance coverage for injury to employees of LCSWMA for which primary coverage is provided by LCSWMA's insurance coverage.

Certificates of Insurance acceptable to LCSWMA and by definition industry standards shall be filed with LCSWMA. Certificates shall be signed by a duly authorized office of the insurance company or an authorized agent or broker.

Market shall carry at least the following types and amounts of insurance: (a) Workers' Compensation - statutory and Employers Liability - \$500,000 each accident-disease; (b) Commercial General Liability - \$1,000,000 per occurrence with deductible limits not greater than \$10,000.00 per occurrence; and (c) Automobile Liability (property damage and bodily injury combined) - \$1,000,000 per occurrence.

11. Compliance. Market shall receive and utilize all Small Ferrous and Large Ferrous and perform all other duties under this Agreement, in complete and good faith compliance with all applicable Federal, State and Local laws, regulations, ordinances, licenses, permits and approvals.

12. Termination. Either LCSWMA or Market, at their sole discretion, may terminate this Agreement upon sixty (90) days written notice to the other party.

13. Renewal. Upon mutual agreement of both LCSWMA and Market, this Agreement may be renewed annually upon the anniversary date of the Agreement, with the same terms and conditions; unless not less than ninety (90) days prior to the anniversary date of the Agreement, either party gives written notice to the other of the desire to renegotiate the terms and conditions or terminate the Agreement.

14. Reliance. LCSWMA shall rely upon the expertise, competence and good faith of Market in its performance of this Agreement, including without limitation: (a) identifying, acquiring and maintaining the personnel, procedures, vehicles, equipment and materials which are suitable to Market to perform this Agreement; and (b) the full compliance with all requirements imposed by Federal, State and Local laws, regulations, ordinances, licenses, permits and approvals.

15. Independent Market. For all purposes (including but not limited to laws and regulations concerning employees' compensation, workers' compensation and other labor matters; the keeping of records, making of reports, and payment of taxes and contributions; etc.) Market is, and at all times for the term of this Agreement shall be and remain, an independent Market and employing unit. Neither party under this Agreement is the agent nor is employee of the other; and neither party under this Agreement is authorized to make any representations or incur any liabilities on behalf of the other party.

16. Indemnification. Market shall assume full responsibility for all its officers, employees and agents. Market shall indemnify LCSWMA and hold and save LCSWMA harmless from and against all claims, demands, and causes of action which may be asserted by any person (including the officers, employees or agents of Market, whether or not otherwise covered under workers' compensation laws), because of any injury to property, injury or death to any person, or any other cause whatsoever, which arises out of or is solely related to any of the acts or omissions of Market or its officers, employees or agents, whether intentional, unintentional, reckless, negligent, or inadvertent. Both parties shall indemnify and hold and save each other harmless from and against any and all loss, damages, costs and expenses which may be asserted by any person because of any injury to property, injury or death to any person, or any other cause whatsoever which arises out of, or is related to any of the acts or omissions of the other party or their employees, agents or representatives.

17. Assignment. Market shall not assign this Agreement, and any unauthorized assignment shall be void.

18. Modification. Modification of this agreement may be considered if either LCSWMA or Market determines that the Compensation does not accurately reflect the actual market value of the material. This

Agreement shall not be modified, except in writing executed by both parties.

19. When Rights and Remedies Not Waived. In no event shall any payment by Market to LCSWMA constitute or be construed as a waiver by LCSWMA of any breach of covenant or any default which may then exist on the part of Market, and the making of any such payment to LCSWMA while any such breach or default exists shall in no way impair or prejudice any remedy available to LCSWMA with respect to such breach or default. Any waiver by either party of any provision or condition of this Agreement shall not be construed or decreed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

20. Integration. This Agreement forms the entire agreement of the parties and supersedes any prior agreements or understandings between the parties.

21. Governing Law. This Agreement and any issues as to its validity, construction or performance shall be governed by the laws of the Commonwealth of Pennsylvania and all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law. Exclusive venue and jurisdiction for any disputes under this Agreement shall lie in the Lancaster County Court of Common Pleas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

LANCASTER COUNTY SOLID WASTE
MANAGEMENT AUTHORITY

By: Robert Zorbaugh, Chief Executive Officer
Name and Title

By: _____
Name and Title

Signature

Signature