

Attachment 1

Susquehanna Co-Gen
Annual report of Fuel Burned

YEAR	TONS TREATED WOOD BURNED	
1988		
1989	89,281	
1990	82,038	
1991	77,000	EST
1992	116,000	EST
1993	89,000	EST
1994	89,500	EST
1995	103,423	
1996	76,000	EST
1997	98,720	
1998	97,444	
1999	76,611	
2000	110,013	
2001	122,288	
2002	113,198	
2003	111,699	
2004	114,470	
2005	116,447	
2006	116,052	
2007	118,231	
2008	93,861	
2009	99,741	
2010	94,688	
2011	72,770	YTD
TOTAL	2,278,475	Tons burned

Attachment 2

Gary F. Ambrose
General Manager, Commercial Sales
Railroads Products & Services

KOPPERS

Koppers Inc.
436 Seventh Avenue
Pittsburgh, PA 15219-1800
Tel 412-227-2739
Fax 412-227-2841
ambrosegf@koppers.com
www.koppers.com

January 20, 2009

Name: [REDACTED]
Company: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]
Re: [REDACTED]

Dear [REDACTED]

Koppers will use the ties as fuel for its cogeneration facility at its plant in Muncy, PA.

- We cannot accept manifested material.
- Koppers cannot accept painted material.
- Maximum dimensions of bridge material that can be handled in our system is 12" x 12". Material exceeding 12"x12" will be handled as debris at \$55.00 per ton.
- Lumber must have a 6" minimum thickness. Lumber less than 6" will be classified as debris and charged at the \$55.00 per ton.

Metal Removal:

We request that wood waste be stripped of all metal, if possible. Wood waste received by Koppers with metal will be subject to a charge listed below. Incidental metal and any anti-splitting metal do not have to be removed. Any material with excessive metal will be considered debris and charged at \$55.00 per ton plus any applicable freight.

Pricing:

- | | |
|--|-----------------------------------|
| 1. Handling fee for creosote square stock 5' and longer | \$10.00 per ton |
| 2. Handling fee for creosote debris material (Square stock <5' in length') | \$55.00 per ton |
| 3. Metal removal | \$15.00 per ton |
| 4. Banding - ALL square stock must be banded | \$40.00 per truck |
| 5. Trucking Freight (44,000 – 48,000 lbs per load) | \$512.00 + FSC
(Bethlehem, PA) |
| 6. Boom loading (1 hour minimum charge) | \$85.00 per hour + FSC |

Material is generally accepted via flat bed truck with banded bundles or rail car.

RETURN INVOICE TO

EXEMPT FROM N.J. SALES & USE TAX
(PL 1966, C. 30 & C. 53)

Telephone:

ACCOUNTS PAYABLE

PAGE NO. 1

P.O. NO.

183786

DATE:

02/28/11

original to Gary Alcorn
Swann

Bill Payment Schedule: Regular Meetings of the City Council are held on the 2nd and 4th Tuesdays of each month. Bills to be considered for payment must be presented to the Accounts Payable properly signed and tabulated no later than 10 working days preceding the regular meeting day.

P.O. No. MUST APPEAR ON ALL INVOICES, PACKAGES AND BILLS OF LADING.

SHIP TO:

KOPPERS INC
ATT HEIDI
SUITE 2050
436 SEVENTH AVENUE
PITTSBURGH, PA 15219-1800

VENDOR NO. DELIVER BY SHIP VIA TRANSPORTATION CHARGES MUST BE PREPAID, FOB DESTINATION.

8623

03/31/11

CONFIRM TO

REQUISITIONED BY

GARY ALCORN

JB

CONTRACT NO.

ACCOUNT NO.

PROJECT

REQ. NO.

REQ. DATE

00293007023383

E593

56109 02/22/11

LINE #	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	20.00	TN	HANDLING FEE FOR DISPOSAL OF (1) TRUCK LOAD OF CREOSOTE TREATED ONLY OF USED POLES OF 25 FT. IN LENGTH AND OVER (ESTIMATED AMOUNT)	55.0000	1100.00
2	900.00	DL	ESTIMATED FREIGHT CHARGE PER LOAD 15 TON MINIMUM	1.0000	900.00
3	1.00	HR	LOADING RATE PER HOUR (ESTIMATED AMOUNT)	100.0000	100.00
4	175.00	DL	FUEL SURCHARGE FOR FREIGHT & LOADING. (ESTIMATED AMOUNT) (20% ESTIMATED FUEL SURCHARGE)	1.0000	175.00

ATTN: GARY F. AMBROSE
GENERAL MANAGER, COMMERCIAL SALES

SCHEDULING:
PLEASE CALL PAT PETERS OR
GARY SALAZAR
(3) DAYS IN ADVANCE OF SCHEDULED

VENDOR'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under the 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 with the knowledge of the 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 SIGN HERE

DATE

OFFICIAL POSITION

INCORPORATED?

YES NO

TAX I.D. NO. OR SOCIAL SECURITY NO.

APPROVAL FOR COUNCIL

A/P CHECK

DATE MATERIAL RECEIVED

AUDITED & APPROVED FOR PAYMENT

ADMINISTRATION

COMPTROLLER

CERTIFICATION


I certify, based on documentation provided to me by an authorized employee of the receiving department that the goods have been received or services rendered as herein described, that this invoice complies with City of Vineland criteria for processing for payment

SEE SYSTEM

VENDOR - SIGN X AND RETURN FOR PAYMENT WITH INVOICE

PURCHASE ORDER

PAGE 1

 PAN AM RAILWAYS		BILL TO: [REDACTED] ACCOUNTS PAYABLE DEPARTMENT [REDACTED]			
SHIP TO:	SEE BELOW FOR SHIPPING INSTRUCTION		PURCHASE ORDER # ST2010-000277 DATE 03/02/2010 VENDOR # 113193		
VENDOR	KOPPERS INC. 436 SEVENTH AVENUE PITTSBURG PA 15219-1800				
SHIP VIA	PICK UP	FOB	FREIGHT		
ITEM #	ORD QTY	U/M	MFG. PART NUMBER/DESCRIPTION	CATALOG #	UNIT PRICE
1	288	EACH	DISPOSAL OF TRACK TIES \$4.00 PER TON (16 CAR LOADS) ***** SHIPPING INSTRUCTIONS ***** PLEASE FORWARD ALL INVOICES [REDACTED] E-MAIL [REDACTED] PACKING SLIP, PURCHASE ORDER NUMBER & MSDS SHEET IS REQUIRED WITH SHIPMENT. THANK YOU		4.000
2	1	EACH	PAYMENT ON DISPOSAL OF TIE		5,000.000
3	1	EACH	PAYMENT OF DISPOSAL OF TIES		5,000.000
PLEASE DIRECT QUESTIONS TO (978) 663-1170				TOTAL COST	11152.00

DIRECTOR, PURCHASING AND MATERIALS

KOPPERS CO INC
436 SEVENTH AVE
ROOM 2000 KOPPERS BLDG
PITTSBURGH PA 15219-1800

PO number/date
3500404043 / 17 Mar 2010

Page
2 / 3

Item	Material	Unit	Description	Price per unit	Net value
	order qty.				

00010			TO COVER THE COST DISPOSAL OF TIES & BOL		
	1.000	Peri Unit		20,000.00	20,000.00
			Rel. ord. against contract 6800010673	Item 00010	

TO COVER THE COST OF DISPOSAL OF CRESOTE RR TIES AND POLES AT KOPPERS

OUTLINE AGREEMENT 6800010673. FREIGHT IS INCLUDED & \$40/TON PLUS FUEL SURCHARGE

Instructions & Notes

WHEN NOT SPECIFIED BELOW ROUTE VIA LOWEST COST TRANSPORTATION. Send Shipping Notice direct to destination attention STOCKKEEPER.
Shipments received without shipping notice will be held until such notice is received and 20 demurrage will be charged to seller account.
PARTIAL SHIPMENTS ARE NOT ACCEPTABLE UNLESS AUTHORIZED HEREIN.
shipped Parcel Post for U.S. Steel account de no insure.

Header Terms and Conditions - Text Attached

Fac	Standard Name	Rev	S	P	Title
	999-8428-ATT	006	S	Y	WORK ON PURCHASER'S PREMISES
	999-8002-STD	000	V	Y	TERMS & CONDITIONS
	ATTACH1-CAT1	000	S	Y	ATTACHMENT "I" INSURANCE REQUIREMENTS (CAT 1)

Line	Qty	UP	Item Descr	Unit	Price	Extension
0001	1	LO	catalog ID:	9,600.850000	9,600.85	NON-TAXABLE

TIE DISPOSAL TO KOPPERS CONFIRMED

Delivery Quantity: 1 Delivery Date: 04/04/2010

ifr/Vendor: KOPPERS COMPANY INC

odel:

Part:

Reference Documents Exist

Additional Terms

ac	Standard Name	Rev	Additional Text
	999-8002-STD	000	TERMS & CONDITIONS

OUR TERMS AND CONDITIONS STATED HEREIN SHALL GOVERN WHERE IN CONFLICT WITH THOSE STATED IN YOUR PROPOSAL

Additional Conditions

99-8428-ATT

*****GENERAL CONDITIONS*****
*COVERING WORK ON PURCHASER'S PREMISES***

Acceptance by Contractor of [redacted] ("Purchaser") Purchase Order, to which these General Conditions are attached by reference made a part, shall constitute an agreement between Contractor and Purchaser with respect to all work to be performed by Contractor on or

[REDACTED]

[REDACTED]

Contract Number: 101463
File: Railcar Services-PA-2006-01

May 17, 2011

Mr. Gary F. Ambrose
Koppers, Inc.
P. O. Box 189
Montgomery, PA 17752-0189

Railway and Contractor agree to continue services provided in accordance with the terms and conditions stated below and on the original agreement 101463 dated June 12, 2007, as amended by previous change orders, if any. In the event of a conflict between the terms of this Addendum and the terms of the Contract, the terms of this Addendum shall govern for this job. All other terms of the Contract not affected by the terms of this or any previous Change Order(s) or Addendum(s) shall remain in effect.

Change Order #1
Effective: June 1, 2011

Change Appendix A, Car Cleaning Services:
\$165.00 per car plus \$51.50 per ton for material disposed of off-site for transportation, disposal, and container rental.

All other items terms and conditions remain unchanged.

Please signify your concurrence by signing both copies of this addendum, retaining one copy for your records and returning one copy to the address shown in the letterhead above.

APPROVED AND AGREED TO BY:

[REDACTED SIGNATURE]

By: _____

Name: _____

Title: Manager Service Contracts

Date: May 17, 2011

APPROVED AND AGREED TO BY:

KOPPERS, INC.
("Contractor")

By: [Signature]

Name: GARY F. AMBROSE

Title: General Manager

Date: 5/17/11



PURCHASE ORDER # 28-03-5622

V Koppers Industries, Inc
E 436 7th Ave Suite 2000
N Pittsburgh, PA 15219
D Ph: (412) 227-2366
O
R kranthooverhd@koppers.com

S
H
I
P
T
O

INSTRUCTIONS AND CONDITIONS:
1) Please furnish the following in accordance with the terms set forth on both the face and the reverse side hereof and the terms and conditions of the contract between the purchaser and the owner.
2) By signing this order, the seller hereby accepts this order subject to provisions on face hereof and terms and conditions printed on the back.
3) No binding contract shall result from this order until it is accepted by executing and returning to us the acknowledgment copy. Commencement of work shall imply acceptance of this order and all of terms and conditions.
See below TERMS
HB

CO.	DIV.	VENDOR	VENDOR CONTACT	MTA-ESA-CAYENNE CONTRACT CEM19	P.O. DATE	REQUISITIONER	BUYER	PAGE
0		KI	Heidi Branthoover		06/29/10			1 of 3
VENDOR TELEPHONE NUMBER			F.O.B.		Date Requested As Required		SHIP VIA	
(412) 227-2366			Destination		7/8/2010			
P.O. ITEM	JOB NUMBER/	CS	DESCRIPTION	ORDER DATE	APPROXIMATE QUANTITY	UNIT	UNIT PRICE	AMOUNT
	28-03-5622	TY						1,834.82

HANDLING FEE TO PICK UP (200) TIES/ \$10/TON	06/29/10	1	lot	\$200.00	\$	200.00
METAL PLATE REMOVAL (IF REQUIRED)	06/29/10	400	ea	\$1.00	\$	400.00
BANDING 5' X 5' BUNDLES (IF REQUIRED)	06/29/10	1	lot	\$40.00	\$	40.00
TRUCKING FREIGHT	06/29/10	1	lot	\$835.00	\$	835.00
FUEL SURCHARGE (FSC) 15%	06/29/10	1	lot	\$125.25	\$	125.25
BOOM LOADING (IF REQUIRED)	06/29/10	1	lot	\$85.00	\$	85.00
NY SALES TAX	06/29/10	1	lot	\$149.57	\$	149.57
					\$	

NOTES:

- 1). PAYMENT TERMS: NET 30 DAYS
- 2). KOPPERS TO PROVIDE DISPOSAL MANIFESTS

\$ 1,834.82

REMOVAL OF RAILROAD TIES W/ PLATES / CPR 62

VENDOR AUTHORIZED SIGNATURE/DATE <i>Heidi Branthoover</i>	ACKNOWLEDGEMENT	JOB	PURCHASING	ACCOUNTING	APPROXIMATE TOTAL
ORIGINAL					\$1,834.82

PURCHASE ORDER



BILL TO:
ACCOUNTS

SHIP TO:

PURCHASE ORDER NO.: ST 2009-000885

DATE: 08/06/2009

DATE CHANGED:

REV. NO.

VENDOR NO.: 113193

VENDOR: KOPPERS INC.
436 SEVENTH AVENUE

PITTSBURG PA 15219-1800

SHIP VIA:		F.O.B.:		FREIGHT:	
QTY	U/M	MFG. PART NUMBER / DESCRIPTION	CATALOG NO.	UNIT PRICE	
1	1EACH	BURN SCRAP TIES (45 TONS PER CAR)		1,260.00	
2	2EACH	CAR CLEANING IF NEEDED		135.00	
3	1EACH	TONS DEBRIS & SHORTS PER CAR (4 X 7 X \$55.)		1,540.00	
				3070.00	
				TOTAL COST	

TEL. NO.: (978) 663-1106
FAX. NO.: (978) 663-1136

THIS ORDER SUBJECT TO CONDITIONS ON REVERSE SIDE

ORIGINAL

Purchase Order

Supplier Name Koppers, Inc. Address: 436 Seventh Avenue City: Pittsburgh State: PA Zip Code: 15219-1800 Phone: 412-227-2739 Fax: 412-227-2841		Purchase Order #: PVI-9122-018 Date Issued: 8/6/2009 <input checked="" type="checkbox"/> Original Order <input type="checkbox"/> Change Order No. N/A Contact: Heidi D. Branthoover			
BUYER Name: [REDACTED] Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]		BUYER Name: [REDACTED] Address: [REDACTED] City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]			
Requested Date of Service: NET -45 days					
Item	Qty	Unit	Material / Description	Unit Price	Subtotal
1.0	19,000.00	904	12 Load Trucking Freight (Includes 11% FSC)	\$ 647.80	\$ 7,725.60
2.0	19,000.00	904	100 Ton Material Handling - Creosote Treated Square Stock (5' & >)	\$ 10.00	\$ 1,000.00
3.0	19,000.00	904	100 Ton Material Handling - Creosote Debris (Square stock < 5')	\$ 55.00	\$ 1,500.00
Additional Rental Rates to Apply if needed: Metal Removal: \$1.00/Piece Switchle Cutting: \$1.00/Piece Banding Fee: \$40.00/Truck					
NOTES: 1 All material must be used as Fuel for Cogeneration Purposes at the Muncy, PA Plant 2 Vendor agrees to all Terms and Conditions on following page. 3 4					
Buyer's Name / Phone: [REDACTED]		Buyer's Name/Date: [REDACTED]		Subtotal	\$14,225.60
Buyer's Signature: [REDACTED]		Authorized Signature / Date Approved: [REDACTED]		Tax	
Vendor Authorized Representative: Heidi D. Branthoover Cell -724.747.2566		Authorized Signature / Date Approved: [REDACTED]		NA	NA
Performance Period or Delivery Date: Start (week of) 8.10.09- End 8.21.09				Freight	\$0.00
				TOTAL	\$14,225.60

PURCHASE ORDER NO.

3730

PURCHASE ORDER

0001

DIRECT

BUYER



DESTINATION

008042



VENDOR
 KOPPER
 Koppers Inc.
 436 Seventh Avenue
 Pittsburgh, PA 15219-1800

ORDER DATE	ROUTING	FOB	TERMS	DATE EXPECTED
08/31/09	KOPPERS		Net 30	ASAP

ITEM NUMBER/PHASE	QUANTITY	DESCRIPTION	UNIT COST	U/M	TOTAL
02051-9 HANDLING	11.00	HANDLING FEE FOR CREDITSITE DEBRIS MATERIALS RAIL ROAD TIES <5' IN LENGTH	55.00000	TON	605.00
02051-5 TRUCKING	1.00	TRUCKING FREIGHT 22-24 TONS PER LOAD	780.0000	LD	780.00
02051-5 FUEL SC	1.00	FUEL SURCHARGE PER LOAD +/- 11.5% OF TRUCKING	89.70000	LS	89.70

* Proof of receipt from disposal facility and certified weight slip(s) to be faxed to [REDACTED] within 24 hours of disposal. Hard copy to accompany invoicing.

KOPPERS CONTACT GARY AMBROSE 412 227-2739

* This project is tax exempt; Certificate attached.

* Quantities are estimated (not guaranteed) and will be directed by JHM. Multiple releases may be required. Payment will be based upon actual quantities released by JHM.

VENDOR TO RETURN SIGNED "YELLOW" ACKNOWLEDGEMENT COPY ASAP

ACKNOWLEDGEMENT

[Signature]

DATE

9/2/09

Total Amt: 1474.70

CONFIRM

N

PER



Service Order/Commande de Service

Order Ref/Réf: 4501173255

17 September 2009

Page 1 / 2

To/Destinataire:
 156521
 KOPPERS INC
 436 7 AVE
 PITTSBURGH PA 15219

Delivery Address/Adresse de livraison:

Incoterms/Mode de Livraison: FOB Orig:Freight Collect 3RD PARTY COLLECT FED EXP GR
Terms of Payment/Cond. de règlement: Net 45 days

Description/Désignation Fourn.

Line	Description/Désignation Lubrizol Qty/Qté	Unit Price/Prix Un.HT	Amount/Montant	Del Date/ Date Liv
------	---	-----------------------	----------------	-----------------------

PO item 10: RAILROAD TIE REMOVAL

31 Dec 2009

PRICING PER QUOTE DATED 9/11/09 FROM GARY AMBROSE.

NOTE: PLEASE REFERENCE [REDACTED]'S PURCHASE ORDER NUMBER ON INVOICE FOR PROMPT PAYMENT. THANK YOU.

Service Line 10 RAILROAD TIE REMOVAL

2,000	EA	1.00	2,000.00	
-------	----	------	----------	--

Total net value excluding VAT/
 Valeur nette totale H.T

2,000.00 USD

Special Information/Nota bene:



Purchase Order

SUPPLIER:
Koppers Inc.
436 Seventh Avenue
Pittsburgh, PA 15219

PHONE: 412-227-2739
FAX: 412-227-2841

Attention: Gary Ambrose

Purchase Order # 3366-004
Owner: [Redacted]

Location: [Redacted]

DELIVERIES/RELEASES

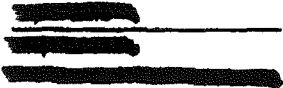
Co-ordinated by:
[Redacted]

F.O.B.	SHIP VIA	Delivery Date	TERMS
Confirming	Vendor	Sales Tax	Net 45 days
		Tax Exempt	

COST CODE	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	42	TRK	Truckload of Ties for Disposal [Redacted]	\$855.00	\$35,910.00
			-The above quantities could change depending on the tie locations.		
			-Pricing includes loading, hauling, and legal disposal of approximately 10,407 ties.		
			-The above pricing is based on a minimum of 250 ties per truckload.		
			TOTAL		\$35,910.00

PO # Must Appear on Invoice

Please coordinate all the pickup and disposal with the [Redacted] listed above, including the locations.



Vendor Name

Date

SUPPLY OF SERVICES AGREEMENT

For: Scrap Ties Recycling - Koppers, Muncy, PA

Effective: May 1, 2011.

Between:

[REDACTED]

- and -

KOPPERS INC.
("Contractor")

The parties agree as follows:

- I. Contractor shall provide to [REDACTED] the services set forth herein, in accordance with the terms and conditions of this Agreement.
- II. This Agreement consists of the following parts (together, the "Agreement"), each of which shall be construed as an integral part of this Agreement:
 - i. This signature page
 - ii. Schedule "A" - General Terms and Conditions
 - iii. Schedule "B" - Services Specification
- III. Contractor confirms that it has read this Agreement before signing it.
- IV. The individual signing below for Contractor warrants by his/her signature hereon that he/she has authority to bind Contractor.

[REDACTED]

By: [REDACTED]

Name: [REDACTED]

Title: Vice President, Strategic Sourcing

Date: May 2, 2011

KOPPERS INC.

By: [Signature]

Name: Gary Ambrose

Title: General Manager, Commercial Railroads Products & Services

Date: 5/9/11

CONTRACTOR'S ATTENTION IS SPECIFICALLY DRAWN TO THE SCHEDULE "A" TERMS AND CONDITIONS GOVERNING THIS AGREEMENT. EXECUTING PARTIES' ATTENTION IS DRAWN TO SCHEDULE "B" - SERVICES SPECIFICATION, TO BE INITIALLED BY EACH PARTY IN ACKNOWLEDGMENT OF THE TERMS THEREIN.

[REDACTED]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

- SCRAP TIES RECYCLING -

[REDACTED]

1. Definitions

1.1 In this Agreement, the following terms shall have the meaning

- (a) "Cogeneration Facility" shall mean that facility described in Section 4;
- (b) "Cogeneration Services" shall mean those services provided by Contractor under Section 4;
- (c) "Cycle Period" shall mean that twelve (12) months period commencing on the first day of April of each year during the Term and ending on the last day of March of the following year.
- (d) "Scrap Ties" shall mean a wooden piece of railway tie, bridge timber or signal pole, designated by [REDACTED] as being scrap materials to be disposed of by Contractor and meeting the following requirements as determined in Contractor's sole discretion: treated with creosote, being reasonably free of metal, rocks and dirt, not contaminated with PCB or other hazardous chemical;
- (e) "Services" shall mean Unloading Services and Cogeneration Services;
- (f) "Supplemental Cleaning" shall have the meaning described in Section 3.2;
- (g) "Unloading Services" shall have the meaning ascribed in Section 3;
- (h) "Net Ton" is equal to two thousand pounds (2,000 lbs.).

2. Scope of Services

- 2.1 Contractor shall, at its own expense, provide Scrap Ties recycling services to [REDACTED] which includes Unloading Services and Cogeneration Services, and all ancillary services thereto, including but not limited to reporting requirements, in accordance with the terms and conditions of this Agreement.
- 2.2 All Scrap Ties shall be recycled at a Cogeneration Facility to generate energy (including electricity), and shall not be used, handled, or disposed of in any other manner.
- 2.3 The Contractor shall accept, and shall ensure that it has the capacity to handle up to five hundred thousand (500,000) Scrap Ties or an estimated 36,500,000 kg of Scrap Ties from [REDACTED] during any Cycle Period during the Term of this Agreement; this quantity is not to be construed as a volume commitment from [REDACTED].
- 2.4 UPON UNLOADING OF THE SCRAP TIES FROM RAILCARS BY THE CONTRACTOR AT THE COGENERATION FACILITY AND ACCEPTANCE OF THE SCRAP TIES BY THE CONTRACTOR, ALL RIGHTS, TITLE, INTEREST AND RISKS IN THE SCRAP TIES SHALL TRANSFER TO, AND VEST IN, CONTRACTOR WITHOUT ANY FURTHER ACTION TAKEN BY THE PARTIES. Thereafter, Contractor shall accept all risks and liabilities in relation to the Scrap Ties, including but not limited to risk of loss, environmental risks, and all costs, charges and expenses associated with the recycling of the Scrap Ties.
- 2.5 Except as may be otherwise expressly provided herein, Contractor shall provide or arrange for provision of all the infrastructure, equipment, machinery, apparatus, technologies, motor vehicles, personnel, supplies, consumables, supervision and labour necessary to complete the Services.
- 2.6 No changes or modifications to the Services or otherwise to this Agreement shall be valid unless in writing and signed by both [REDACTED] and Contractor.

3. Unloading Services

- 3.1 Contractor shall, at its own expense:

- (a) unload [redacted] supplied railcars or other vehicles, loaded with Scrap Ties delivered by [redacted] to the Cogeneration Facility;
 - (b) obtain and maintain all regulatory licenses, authorizations, and permits required for the operation of the Cogeneration Facility;
- and provide [redacted] upon request, with copies of all documentation evidencing same forthwith.
- 3.2 Contractor shall, at its own expense, provide Scrap Ties unloading services to [redacted] ("Unloading Services"), defined as including the following:
- (a) unload all Scrap Ties from [redacted] railcars or other vehicles which have been delivered to the Cogeneration Facility;
 - (b) make reasonable efforts to unload any creosote-treated wood debris from the railcars after unloading of the Scrap Ties. Unless otherwise mutually agreed to between the parties, Contractor shall also remove debris such as dirt, gravel, metal, wood and other material where such debris represents in excess of ten percent (10%) of the car capacity, and [redacted] shall pay to Contractor the fees described at Schedule "B" for such supplemental cleaning services (the "Supplemental Cleaning"). For clarity, [redacted] expects the Contractor to leave non-creosote-treated wood debris in any car where such debris represents ten percent (10%) or less of the car capacity until such time as the debris exceeds ten percent (10%). The Contractor shall recycle all creosote-treated wood debris and dispose of remaining debris in accordance with all applicable governmental and environmental laws at the rate set forth in Schedule "B". For clarity, creosote-treated wood debris is to be disposed of through cogeneration with the Scrap Ties. Contractor shall not be responsible for, accept, unload or remove any hazardous waste from the railcars.
 - (c) arrange to release empty railcars used to transport the Scrap Ties to [redacted] within two (2) calendar days of the railcars being actually placed at the Cogeneration Facility and ready to be unloaded, by sending an email to [redacted] addresses, as specified in Schedule "B" and [redacted] reserves the right to assess demurrage fees against Contractor in accordance with AAR rules for any railway car not unloaded and released within this timeframe in the event that such delay is caused by Contractor.
- 3.3 [redacted] shall arrange to load and issue a waybill for the railcars used to transport the Scrap Ties to the Cogeneration Facility. All costs and expenses, as well as all risks and liability relating to shipment of the Scrap Ties by railcars to the Cogeneration Facility shall be borne solely by [redacted].
- 3.4 Shipment notifications and railcar management reports will be sent by [redacted] to Contractor via email, as specified in Schedule "B" unless otherwise notified by the Contractor.
- 3.5 Contractor will be responsible to contact [redacted] local operations personnel to arrange placement of the shipped railcars at the Cogeneration Facility. Unless otherwise notified, the [redacted] contacts will be as specified in Schedule "B".

4. Cogeneration Services

- 4.1 Contractor shall, at its own expense:
- (a) recycle Scrap Ties at Contractor's cogeneration facility in Muncy, Pennsylvania (the "Cogeneration Facility");
 - (b) have obtained all regulatory licenses, authorizations, and permits required for the operation of the Cogeneration Facility;
- and provide [redacted] with copies of all documentation evidencing same at [redacted] request.
- 4.2 Contractor shall, at its own expense, ensure that the Cogeneration Facility is fully functional, fully equipped with all infrastructure, equipment, machinery, apparatus and relevant technologies, and is appropriately staffed to recycle all of the Scrap Ties delivered to the Cogeneration Facility.
- 4.3 For greater certainty, Contractor shall take full responsibility and liability for the storage of Scrap Ties at the Cogeneration Facility while awaiting recycling at the Cogeneration Facility.
- 4.4 In the event it becomes necessary to have some or all of the Scrap Ties disposed of at a facility or location other than the Cogeneration Facility ("Alternate Disposal Outlet"), Contractor shall provide [redacted] with a

FUEL SUPPLY AGREEMENT

Buyer: Viking Energy of McBain, Inc., d/b/a McBain Power Station
(A Limited Partnership of GDF SUEZ Energy Generation NA)
6751 W. Gerwoude Drive, McBain, Michigan 49657

Seller: [REDACTED] **Contact:** [REDACTED]
Address: [REDACTED]

Phone: [REDACTED] **Fax:** [REDACTED]

Cell Phone: [REDACTED]

Seller agrees to sell and Buyer agrees to purchase certain fuel(s) (referred to herein as the "Fuel"). Fuel types to be produced in accordance with fuel specification sheet attached hereto and incorporated herein by reference. Fuel shall not contain any hazardous materials including those subject to regulation.

Fuel type(s) being purchased and Price:

Fuel Type 1: Creosote (processed chips) Fuel Code: CR Price/Ton: \$15.00

Term: This Fuel Supply Agreement shall be effective on January 4, 2010 and will remain in effect through January 2, 2011. Beyond the end date, fuel supply services may continue on a month to month basis until a new Fuel Supply Agreement is executed.

Buyer reserves the right to alter the pricing and/or quantity specified as its business and reasons dictate.

Confidentiality: *If the details of this Fuel Supply Agreement are discussed with any other entity other than between the Buyer and Seller, this agreement may be voided.*

BUYER SIGNATURE: Donald Adams
Donald Adams, Regional Fuel Manager

SELLER SIGNATURE: [REDACTED]

11/03/157

**Fuel Specifications for Lincoln and McBain Facilities
Creosote Preserved Wood (CHIPS)**

Chips produced using rotary chipper with knives from recycled railroad ties, posts, poles, pilings, or timbers treated ONLY with creosote preservative. Does not include wood treated with any other preservatives. May include wood processed by hammermill, tub grinder, or similar equipment as long as material is sized correctly.

Specified Particle Size

Largest material not more than three inches (3") on any side. Smallest material not less than three eighth inch (3/8") any side.

Moisture Content

Averaging twenty-five (25%) percent green weight basis over a delivery pay period as tested by the facility. The procedure to determine moisture content employs a microprocessor-based moisture analyzer.

Allowance for Out-of-Size-Specification Materials -- Presence of Contaminants

The fuel shall not contain any paints, surface treatments other than specified above, glues, or other adhesives, plastic laminates, other preservatives including but not limited to pentachlorophenol (penta), or chromated copper arsenate (CCA), or hazardous materials. The term hazardous materials shall mean asbestos, polychlorinated byphenyls (PCBs), petroleum products and any pollutant contaminants, chemical or industrial, toxic, or hazardous substances or wastes, as these terms are defined by federal, state, or local laws, rules, regulations, ordinances, codes, policies or rules of common law now or hereinafter in effect, and any judicial or administrative interpretation.

Out of Specification Penalties

Oversize material not to exceed two (2) cu.yd. per truckload. Noncombustibles including rocks, metal, ice, and any foreign objects will subject load to price reduction at the facilities discretion. Presence of rocks, or other materials which disrupt the Facilities fuel handling system is unacceptable regardless of volume. Delivered loads not meeting the specifications for quality, or with moisture content of twenty-five (25%) percent or higher may be subject to rejection or price reduction at the Facilities option. All costs for the disposal of contaminated ash due to the presents of (CCA) chromated copper arsenate, will be the responsibility of the supplier.

FUEL SUPPLIER'S REVIEW AND SIGNATURE:

[Redacted]

Print Name

Signature

Date

[Redacted Signature] 1-22-10



WORLDWIDE BUY / DIV OF ADM
GRAIN PURCHASE CONTRACT CONFIRMATION
P 000982

DATE 01/03/12
10000
REV-REV: 000



BOOKS CC

WE CONFIRM PURCHASE FROM YOU TODAY		VERSION: 901272 002	
QUANTITY	GRADE AND GRAIN	UNIT AND WEIGHT BASIS	DELIVERY BASIS
5,000.00 TON(S)			00000 CMT
DELIVERED			
TYPE OF PAYMENT	PAYMENT	TYPE	DEAN TYPE
01/01/12 TO 01/28/12			

ORIGIN:

DATE: DELIVERED

WEIGHT: DESTINATION:

GRADE: DESTINATION:

REMARKS AND SPECIAL TERMS:

ADM WILL NOT ACCEPT CLAIMS, DAMAGES OR INTEREST/COMPENSATION FROM BUYER UNLESS BUYER
APPROVED FOR U.S. EXPORT COUNCIL, SUCH MEMBER TO U.S. EXPORT COUNCIL, SUCH
MEMBER, THE NATIONAL GRAIN PROCESSORS AND MILLERS ASSOCIATION, SUCH
PURCHASER FOR EXPORT, SUCH
TRADE SHOWS AND FET. TRADES AND FET.

2xPRT = TWICE GRAIN QUALITY

WORLDWIDE BUY / DIV OF ADM
2525 138th AVE SE
MINNETONKA MN 55345-3000
TEL: 952-837-9767

SELLER: [Redacted]

BUYER: [Signature]

Established tire collection program means a comprehensive collection system or contractual arrangement that ensures scrap tires are not discarded and are handled as valuable commodities through arrival at the combustion facility.

* * * * *

Subpart B—Identification of Non-Hazardous Secondary Materials that are Solid Wastes When Used as Fuels or Ingredients in Combustion Units

90. Amend 241.3 as follows:

- a. Revise paragraph (a),
- b. Remove and reserve paragraphs (b)(2)(i) and (ii),
- c. Revise paragraph (d)(1)(iii).

§ 241.3 Standards and Procedures for Identification of Non-Hazardous Secondary Materials that are Solid Wastes When Used as Fuels or Ingredients in Combustion Units.

(a) Except as provided in paragraph (b) of this section or in 241.4(a) of this subpart, non-hazardous secondary materials that are combusted are presumed to be solid wastes, unless a petition is submitted to, and a determination granted by, the Regional Administrator pursuant to paragraph (c) of this section. The criteria to be addressed in the petition, as well as the process for making the non-waste determination, are specified in paragraph (c) of this section.

* * * * *

- (d) * * *
- (1) * * *

(iii) The non-hazardous secondary material must contain contaminants or groups of contaminants at levels comparable in concentration to or lower than those in traditional fuel(s) which the combustion unit is designed to burn. In determining which traditional fuel(s) a unit is designed to burn, persons can choose a traditional fuel that can be or is burned in the particular type of boiler, whether or not the combustion unit is permitted to burn that traditional

fuel. In comparing contaminants between traditional fuel(s) and a non-hazardous secondary material, persons can use ranges of traditional fuel contaminant levels compiled from national surveys, as well as contaminant level data from the specific traditional fuel being replaced. Such comparisons are to be based on a direct comparison of the contaminant levels in both the non-hazardous secondary material and traditional fuel(s) prior to combustion.

* * * * *

91. Add § 241.4 to read as follows:

§ 241.4 Non-Waste Determinations for Specific Non-Hazardous Secondary Materials When Used as a Fuel.

(a) The following non-hazardous secondary materials are not solid wastes when used as a fuel in a combustion unit:

- (1) Scrap tires that are not discarded and are managed under the oversight of established tire collection programs, including tires removed from vehicles and off-specification tires.
- (2) Resinated wood.

(b) Any person may submit a rulemaking petition to the Administrator to identify additional non-hazardous secondary materials to be listed in paragraph (a) of this section. Contents and procedures for submittal of the petitions include the following:

- (1) Each petition must be submitted to the Administrator by certified mail and must include:
 - (i) The petitioner's name and address;
 - (ii) A statement of the petitioner's interest in the proposed action;
 - (iii) A description of the proposed action, including (where appropriate) suggested regulatory language; and
 - (iv) A statement of the need and justification for the proposed action, including any supporting tests, studies, or other information. Where the non-hazardous secondary material does not meet the legitimacy criteria, the applicant must explain why such non-hazardous secondary material should be

considered a non-waste fuel, balancing the legitimacy criteria with other relevant factors.

(2) The Administrator will make a tentative decision to grant or deny a petition and will publish notice of such tentative decision, either in the form of an advanced notice of proposed rulemaking, a proposed rule, or a tentative determination to deny the petition, in the Federal Register for written public comment.

(3) Upon the written request of any interested person, the Administrator may, at its discretion, hold an informal public hearing to consider oral comments on the tentative decision. A person requesting a hearing must state the issues to be raised and explain why written comments would not suffice to communicate the person's views. The Administrator may in any case decide on its own motion to hold an informal public hearing.

(4) After evaluating all public comments the Administrator will make a final decision by publishing in the Federal Register a regulatory amendment or a denial of the petition.

(5) The Administrator will grant or deny a petition based on the weight of evidence showing the following:

(i) The non-hazardous secondary material has not been discarded in the first instance and is legitimately used as a fuel in a combustion unit, or if discarded, has been sufficiently processed into a material that is legitimately used as a fuel.

(ii) Where any one of the legitimacy criteria in section 241.3(d)(1) is not met, that the use of the non-hazardous secondary material is integrally tied to the industrial production process, that the non-hazardous secondary material is functionally the same as the comparable traditional fuel, or other relevant factors as appropriate.

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