

APPENDIX D-4
Beneficiary Eligible Mitigation Action Certification

BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary _____

Lead Agency Authorized to Act on Behalf of the Beneficiary _____
(Any authorized person with delegation of such authority to direct the Trustee delivered to the Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)

Action Title:	
Beneficiary's Project ID:	
Funding Request No.	<i>(sequential)</i>
Request Type: (select one or more)	<input type="checkbox"/> Reimbursement <input type="checkbox"/> Advance <input type="checkbox"/> Other (specify): _____
Payment to be made to: (select one or more)	<input type="checkbox"/> Beneficiary <input type="checkbox"/> Other (specify): _____
Funding Request & Direction (Attachment A)	<input type="checkbox"/> Attached to this Certification <input type="checkbox"/> To be Provided Separately

SUMMARY

Eligible Mitigation Action <input type="checkbox"/> Appendix D-2 item (specify): _____ Action Type <input type="checkbox"/> Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal): _____
Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):
Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):
Estimate of Anticipated NOx Reductions (5.2.3):
Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):
Describe how the Beneficiary will make documentation publicly available (5.2.7.2).
Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).
Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9).

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10).

ATTACHMENTS
(CHECK BOX IF ATTACHED)

- ☐ Attachment A Funding Request and Direction.
- ☐ Attachment B Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
- ☐ Attachment C Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
- ☐ Attachment D Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
- ☐ Attachment E DERA Option (5.2.12). [Attach only if using DERA option.]
- ☐ Attachment F Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

CERTIFICATIONS

By submitting this application, the Lead Agency makes the following certifications:

1. This application is submitted on behalf of Beneficiary _____, and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED: 10/11/24

Brian Rockness, Commissioner

[NAME]

[TITLE]

Indiana Department of Environmental Management

[LEAD AGENCY]

for

State of Indiana

[BENEFICIARY]

Appendix D-4 Summary Details

Eligible Mitigation Action Type:

Category 10: DERA Option

Explanation of how funding request fits into Beneficiary's Mitigation Plan (5.2.1):

Indiana will generally fund all eligible mitigation action (EMA) types included in Appendix D-2 of the national consent decree. The Mission Statement and Overall Goals are described below:

In promoting the reduction of emissions of NO_x, the Indiana Volkswagen Environmental Mitigation Trust Fund Program will prioritize sustainable projects that are transformative, positively impacting the environment, enhancing the health and well-being of residents, and promoting Indiana's growing economy.

The Program will focus on technological change and advancement with resiliency and favoring use of domestic fuel, where possible.

The goals of the Indiana Volkswagen Mitigation Trust Program include:

- Improving air quality across Indiana through cost-effective NO_x emission reduction strategies
- Maximizing diesel emission reductions across Indiana, while considering various categories of sensitive populations as areas of specific focus
- Providing appropriate considerations to projects that have diesel emission reductions that go beyond just NO_x, including PM_{2.5}, hydrocarbons (HC), carbon monoxide (CO), and carbon dioxide (CO₂)
- Encouraging leveraging of project partner funds with VW Trust funds to further the reach of the Indiana program

Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):

The purchase, installation, operation and maintenance of one (1) 2023 model-year, or newer, U.S. EPA Tier 4 emission compliant clean-diesel-powered excavator that will REPLACE one (1) of the Grantee's Pre-Tier 4 certified existing diesel-powered excavators that will be used for the same purposes. The replacement equipment will be located and primarily operated in and around East Chicago, Indiana. Clean-diesel-powered excavators dramatically improve air quality and the quality-of-life conditions for operators, technicians, and citizens in the areas of operation due to notably lower tailpipe emissions in addition to less noisy engine operations.

The lifetime estimated emission reductions of pollutants according to U.S. EPA's Diesel Emission Quantifier (DEQ) include 1.874 tons of nitrogen oxides (NO_x) and 0.081 tons of fine particulate matter (PM_{2.5}).

Estimate of Anticipated NO_x Reductions (5.2.3):

Over the lifetime of this excavator, U.S. EPA's DEQ model estimates this project will result in a NOx reduction of 1.874 tons.

Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):

Indiana Department of Environmental Management

Describe how the Beneficiary will make documentation publicly available (5.2.7.2):

In October of 2017, IDEM published a website with specific information on the national mitigation trust as well as the Indiana program. The website included an opportunity to sign up for automated updates to make sure interested parties were always kept apprised of any changes made to the program website. This web portal will be the location for all information related to the Indiana Volkswagen Mitigation Trust Program.

Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8):

Indiana will use Volkswagen Mitigation Trust funds to reimburse non-government-owned fleet and equipment owners at the levels specified in Appendix D-2 of the national mitigation trust. IDEM will also use Volkswagen Mitigation Trust funds to reimburse government-owned fleets and equipment at the same level as non-government owned fleet and equipment owners, as opposed to the full cost reimbursement permitted by Appendix D-2.

Specifically, for this project, the Indiana Volkswagen Mitigation Trust Program will cover up to 25% of the total project cost while the Grantee and/or other programs covers the remaining 75%.

Describe how the Beneficiary complied with subparagraph 4.2.8, related to notice to U.S. Government Agencies (5.2.9):

The Indiana Department of Environmental Management notified representatives as identified in Appendix D-2 of the national consent decree via email in March of 2018.

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10):

Not applicable to this specific project.

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Attachment B Details

Project Schedule and Milestones:

Indiana announces Round 4 – DERA Option funding opportunity via online Request for Proposals (RFP)	October 11, 2022
Deadline for Round 4 – DERA Option program applications	December 16, 2022
Indiana notifies applicants of award decisions	March 9, 2023
Funding Agreement between Indiana and Grantee is fully executed	September 14, 2023
Grantee project implementation	September 14, 2023 to September 30, 2024
Indiana reviews programmatic, financial, and other materials for compliance with Appendix D-2 of the national consent decree	Ongoing
Indiana submits Appendix D-4 to Trustee to initiate payment to Grantee in accordance with Payee Contact and Wire Information form along with other supporting documentation	October 2, 2024
Indiana coordinates with Trustee on any questions or issues that arise related to the submitted Appendix D-4	October 2, 2024 to D-4 approval
Trustee responds to Indiana Appendix D-4	Within 60 days of submittal
Trustee disburses payment to Grantee	Within 15 days of Appendix D-4 approval

Project Budget:

Project Description	Indiana VW Mitigation Trust Grant Not to Exceed Total	Grantee Cost Share Not Less than Total	Project Total
Task A The purchase, installation, operation and maintenance of one (1) 2023 model-year, or newer, U.S. EPA Tier 4 emission compliant clean-diesel-powered excavator that will REPLACE one (1) of the Grantee's pre-Tier 4 certified existing diesel-powered excavators that will be used for the same purposes. The replacement equipment will be located and primarily operated in and around East Chicago, Indiana	\$189,873.00	\$569,620.00	\$759,493.00

Percentage	25%	75%	100%
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State of Indiana Total Trust Allocation:

1) State of Indiana's Total Trust Allocation	\$40,935,880.59
2) Obligated Awards from Previous D-4 Submittals	\$24,080,686.54
3) State of Indiana's Net Remaining Allocation Prior to this D-4 Submittal	\$16,855,194.05
4) Current D-4 Funding Request Total	\$189,873.00
5) State of Indiana's Remaining Allocation After this D-4 Submittal	\$16,665,321.05

Projected Allocation Totals per Project Type:

	Total per Category	Annually Based on Expected Project Reimbursements
Total Trust	\$40,935,880.59	NA
To EV (15%) over 3 years (2021 to 2023)	\$6,140,382.09	\$2,046,794.03
To Admin (3%) over 4 years (2020 to 2023)	\$1,228,076.42	\$307,019.11
To EMAs (82%) over 3 years (2020 to 2022)	\$33,567,422.08	\$11,189,140.69

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Projected Trust Allocations:

	2020	2021	2022	2023	2024
1) Anticipated Annual Project Funding Request to be paid through the Trust	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
2) Anticipated Annual Cost Share (Administrative Costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3) Anticipated Total Project Funding by Year (Line 1 + Line 2)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$15,000,000.00
4) Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$3,895,454.40	\$4,710,898.20	\$5,165,086.48	\$7,494,846.85	\$2,504,588.09
5) Current Beneficiary Project Funding to be paid through the Trust (Line 1)	\$101,199.00	\$130,705.00	\$9,000.00	\$68,908.52	\$189,873.00
6) Total Funding Allocated to Beneficiary, inclusive of Current Action by Year (Line 4 + Line 5)	\$3,996,653.40	\$4,841,603.20	\$5,174,086.48	\$7,563,755.37	\$2,694,461.09
7) Beneficiary Share of Estimated Funds Remaining in Trust at Beginning of Year	\$40,935,880.59	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14
8) Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (Line 7 – Line 6)	\$36,939,227.19	\$32,097,623.99	\$26,923,537.51	\$19,359,782.14	\$16,665,321.05

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Attachment C Details

Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11):

The Indiana Department of Environmental Management (IDEM) is committed to meet the reporting requirements as detailed in Subparagraph 5.3 of the Environmental Mitigation Trust Agreement for State Beneficiaries. Specifically, this subparagraph states:

“For each Eligible Mitigation Action, no later than six months after receiving its first disbursement of Trust Assets, and thereafter no later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, each Beneficiary shall submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). Such reports shall include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. Beneficiaries may group multiple Eligible Mitigation Actions and multiple sub-beneficiaries into a single report. These reports shall be signed by an official with the authority to submit the report for the Beneficiary and must contain an attestation that the information is true and correct and that the submission is made under penalty of perjury. To the extent a Beneficiary avails itself of the DERA Option described in Appendix D-2, that Beneficiary may submit its DERA Quarterly Programmatic Reports in satisfaction of its obligations under this Paragraph as to those Eligible Mitigation Actions funded through the DERA Option. The Trustee shall post each semiannual report on the State Trust’s public-facing website upon receipt.”

IDEM will meet these obligations in coordination with our project partners. Project partners are obligated to provide IDEM the necessary information for reports to the Trustee through the Funding Agreements between IDEM and each project partner. This language states:

“4. Implementation and Reporting Requirements

A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and the plans and specifications contained in its Funding Application. Modification of the Project shall require prior written approval from IDEM. If IDEM determines that the Grantee is not making adequate progress in implementation of the approved Project in accordance with **Attachment A**, IDEM may rescind the award.

B. The Grantee shall submit to IDEM written progress reports until the completion of the Project. These reports shall be submitted in accordance with the reporting schedule contained in **Attachment C** and shall contain such detail of progress or performance on the Project as is required under the terms of the Volkswagen Diesel Emissions Environmental Mitigation Trust. If additional documentation is required for IDEM to meet reporting obligations under the

Volkswagen Diesel Emissions Environmental Mitigation Trust, IDEM may request such documentation as necessary at any time during the term of this Agreement.”

Attachment D Details

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6):

Detailed in the following pages:



Indiana Metal Management, Inc.
Sustainable Metal Management Application
2022 DieselWise Indiana – DERA with Volkswagen DERA Option
Submitted December 16, 2022

Scoring Criteria Summary

- I. Cost effectiveness of project (\$ per ton of NOx reduced)**
- \$118,853 Lifetime Cost Effectiveness per NOx ton reduced.
- II. Transformational potential**
- This project will transform a heavy-duty fleet reliant on diesel powered equipment toward operating all-electric powered and Tier-4 Final clean-diesel equipment.
- III. Project's total NOx emission reduction potential (based on type of project and/or the use of vehicle):**
-This all-electric and Tier-4 Final equipment replacement project will reduce 98.7% of NOx emissions associated with operating the current diesel equipment.
- IV. NAAQS sensitive areas as a percentage of current standards.**
-This project will take place in Lake County, Indiana which is an EPA Air Quality Nonattainment Area for exceeding the 2008 8-Hour Ozone Standard and 2015 8-hour Ozone standards. Lake County is also listed on the U.S. EPA's National-Scale Air Toxics Assessment list, meaning all or part of the population is exposed to more than 2.0 ug/m3 of diesel particulate matter emissions.
- V. Air quality benefits to areas with sensitive populations or that bear a disproportionate share of the air pollution burden.**
-This project will provide significant air quality benefits to minority, poverty-stricken, disabled, uninsured and under-educated populations that bear a disproportionate share of the air pollution burden.
- VI. Leveraging of Resources (financial or resource match)**
-This project seeks to leverage over \$779,685.00 in private funds as project match.
- VII. Entities registered with the Indiana Secretary of State that operate vehicles and equipment in conjunction with Indiana facilities (include Indiana Economic Impact documentation).**
-The equipment included in this proposal is domiciled and operates 100% of the time at the East Chicago Metal Recycling Facility. State documents are attached.



Project Title: Sustainable Metal Management

Solicitation: 2022 DIESELWISE INDIANA – DERA with Volkswagen DERA Option

Category: Nonroad Vehicle and Equipment Replacement

Grantee Information: Metal Management Indiana, Inc.
Isaac Alvarado
425 W. 152nd Street
East Chicago, IN 46312
Phone: 510-412-5308

Table 1: General Fleet Information	
Number of Pieces of Equipment	2
Annual Hours Usage (Per Peice)	1,301 Hours
Annual Fuel Consumption (Per Piece)	13,438 Diesel Gallons
Estimated Monthly Use (Hours)	216.8 Hours
Estimated Monthly Fuel Consumption	2,240 Diesel Gallons
Equipment To Be Replaced	(1) 2004 Caterpillar 345B (2) 2005 Caterpillar 325CL
Proposed new Equipment	(1) All-Electric Sennebogen 835E Machine (2) 2023 Volvo EC480EL Crawler Excavator (Tier 4 Final)
Estimated Years to Remain in Active Fleet	20+ years

Total Project Cost

Funding Requested: **\$829,066.00 (51.5%)**

Applicant Match: **\$779,685.00. (48.5%)**

Total Project Cost: **\$1,608,751.00**

Project Period

Table 3: Project Timeline and Milestones

Activity	2023												2024								
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9
Grant Award Notification	X																				
IN Contracts Agreement		X	X																		
Submit Order for Replacement Equipment			X	X	X																
Equipment Manufacturing					X	X	X	X	X	X	X	X	X								
New Equipment Received													X	X	X						
Quarterly Reports			X					X				X				X				X	
Vendor/Equipment Payment															X	X	X				
Current Equipment Engine Destruction															X	X	X				
Marketing & Outreach																	X	X	X		X
Final Report																				X	X
Request for Reimbursement																				X	X

Project Description

Metal Management Indiana, Inc., subsidiary of SIMS Metal Management, is a world leading metal recycler whose operations encompass buying, processing and selling ferrous and non-ferrous recycled metal products. Indiana Metal Management's East Chicago, IN scrap metal recycling facility specializes in recycling buses, vehicles, railcars, aluminum trailers and a variety of other recyclable products provided by industrial and demolition contractors. The East Chicago recycling facility is equipped with a baler, shear and mobile shear in order process the variety of recycled metal products handled at the facility. Scrap metal products are collected, sorted and processed at this facility and then transferred to a local steel mill in order for the recyclable materials to be manufactured into new products. On average, Indiana Metal Management's East Chicago facility recycles between 600-800 tons of metal materials each month.



Recycling metal products promotes environmental sustainability, conserves energy, and reduces the amount of material sent to landfills preserving land for better uses. Outdated or obsolete metal products can be recycled, processed and manufactured into new products, further reducing our need to mine for virgin iron ore materials and depleting the earth's natural resources. In addition, nonferrous metals do not degrade or lose their chemical properties in the recycling process, which allows them to be recycled an infinite number of times. The recycled metal materials industry provides critical raw materials necessary for every day items and essential infrastructure that we all depend on.

To handle and process recycled metal products at the East Chicago Facility, Indiana Metal Management primarily operates two diesel powered material handling machines in a 2004 diesel-powered Caterpillar 345B and a 2005 diesel-powered Caterpillar 325CL. These diesel powered material handling machines are utilized to unload recyclable materials from trucks, sort materials for processing and feed the facility's metal shear and baler. Each material handler is equipped with tracks in order to move around the facility to support a variety of different tasks. These material handlers are each fitted with an attachment, such as a grapple, in order to safely grab, handle and transport the recycleable materials processed at the facility. These mobile scrap metal handling machines are the workhorses at the East Chicago recycling facility and essential to the facility's overall operations.

Indiana Metal Management's two material handlers are powered by Tier 2, diesel engines and operate 2,602 hours each year while consuming 26,876 gallons of diesel fuel. These machines are properly maintained, in good-working condition and Indiana Metal Management intends to operate both machines for at least 6 more years before each machine's engine is either rebuilt or the piece of equipment is sold for use by another business.

As part of the Environmental Protection Agency's (EPA) Region 5 – Midwest Climate Reduction Initiative, DCI has partnered with Indiana Metal Management to conduct an emission inventory and equipment audit. It was through this relationship that DCI had identified these two, heavily-utilized material handlers operating within the Northwest Indiana / Chicagoland air quality non-attainment area. Due to Indiana Metal Management's efforts to reduce diesel emissions and overall commitment to innovation and sustainability, this proposed project will replace two Tier 2, diesel powered material handlers with one all-electric powered material handler and one material powered by an EPA certified Tier-4 Final engine.

As an innovative company, Indiana Metal Management has initiated a Zero Emission Scrap Metal Handling Initiative in order to reduce the company's overall carbon footprint, diesel fuel consumption and improve air quality for employees and the



surrounding communities they serve. Through the Zero Emission Scrap Metal Handling Initiative, Indiana Metal Management is working to identify eligible equipment that can be replaced with all-electric powered technologies. Through the organization's work with DCI, the facility's 2004 Caterpillar 345B was identified as an option for replacement with an all-electric powered material handler. However, due to the varied operational profile of the facility's 2005 CAT 325CL, an all-electric piece of equipment would not be a viable alternative to support operations. Therefore, a cleaner-burning Tier-4 powered material handling machine was chosen as the best alternative.

East Chicago Facility Operations

Indiana Metal Management is strategically located in East Chicago, IN, nicknamed the steel capital of America, due to its proximity to some of the nation's largest steel manufacturing plants. In fact, 100% of the recycled metal products processed at this East Chicago Recycling Facility are sent to local Northwest Indiana Steel Manufacturing Facilities.

At the East Chicago Recycling Facility, recycled metal products and materials are collected, sorted and processed prior to being sent by railcar or truck to a nearby steel manufacturing facility. Indiana Metal Management's two current diesel-powered materials handlers are utilized in every step of the facility's metal recycling process. These pieces of equipment are necessary for unloading recycled products from trucks, sorting recycled products received, feeding the facility's baler & shear and loading processed materials into railcars for final transport.

The proposed all-electric Sennebogen 835E machine will be utilized in a similar capacity as the replacement machine by supporting many facets of the facility's operation. Power capacity is currently available at this facility to support operation of this new all-electric machine. The all-electric Sennebogen 835E will be equipped with rubber tires and a 300ft. power cable to allow the machine to operate in multiple areas around the recycling facility. This new all-electric machine will be primarily used to feed recycled products into the facility's shear and baler.

The Tier-4 Final powered Volvo EC480EL will be utilized in the same capacity as the current material handlers. However, the Tier-4 Final powered Volvo EC480EL material handler will be equipped with tracks in order to handle the varied terrain at the facility. This machine will be used in the facility's hard to reach areas and support the loading and unloading of recycled products from railcars and trucks.

Air Quality for Lake County



The two pieces of nonroad equipment included in this application operate 100% of the time at Indiana Metal Management's East Chicago Metal Recycling Facility, located in Lake County, IN. Lake County is listed on the U.S. Environmental Protection Agency's National-Scale Air Toxics Assessment list, meaning all or part of the population is exposed to more than 2.0 ug/m³ of diesel particulate matter emissions. Lake County, IN is also listed on the U.S. Environmental Protection Agency's 2021 National Priority Area County List for exceeding the 2015 8-Hour Ozone and 2008 8-Hour Ozone air quality standards.

East Chicago, IN identifies as an environmental justice community due to the number of environmental factors that have plagued the city from local industries. U.S. Census Bureau data indicates that 27.8% of East Chicago's residents live in poverty compared to Indiana's 12.2% poverty level. U.S. Census Bureau data also indicates that East Chicago has a larger number of Black or African American Residents (37% vs. 10.2%), Hispanic or Latino residents (57.2% vs. 7.7%) and residents that identify as two or more races (7.5% vs. 2.3%) when compared to Indiana state averages. East Chicago also has a larger number of residents under the age of 5 (6.9% vs. 6.0%), under the age of 18 (26.3% vs 23.3%) residents under the age of 65 living without health insurance (14.0% vs. 8.9%) and residents under the age of 65 living with a disability (11.8% vs 9.9%) when compared to the state's averages, according to U.S. Census Bureau Data. All of these residents fall under the sensitive populations' category for air pollutants.

According to the Centers for Diesel Control and Prevention Indiana State Department of Health's 2018 "Indiana Asthma Fact Sheet," 10 percent of Indiana adults and 8 percent of Indiana children have asthma. Thirty-five percent of Indiana adults with asthma reported missing at least one day of work per year due to asthma and 50 percent of Indiana children reported missing at least one day of school due to asthma. The report indicates 73 Hoosiers died as a result of their asthma between 2010 and 2014. Reducing emissions caused by the burning of fossil fuels such as diesel helps improve air quality, human health, educational success, fewer missed days of work (increasing economic development and job security) and lower mortality rates.

The designation of Lake County, IN on the U.S. Environmental Protection Agency's National-Scale Air Toxics Assessment list coupled with the large minority, poverty-stricken, disabled and underage populations living in East Chicago, make this an excellent location for a project such as this.

In the figure below, the project's emissions were calculated utilizing the United States Environmental Protection Agency's (EPA) Diesel Emission Quantifier Tool (DEQ). Through the implementation of this equipment replacement project, approximately 2.285 shorts tons of nitrogen oxides will be removed within the first year. As a result of this reduction, negative health effects from exposure to nitrogen oxides for people with asthma, children and older adults will be greatly reduced. In consideration to the other emissions quantified, Particulate Matter 2.5 and Hydrocarbons will be reduced by more



than 97.6%. This all-electric machine will continue to reduce diesel emissions throughout the life of the new bulk goods handling equipment. The new material handling equipment will operate at the East Chicago Recycling Facility throughout the equipment's expected 20-25-year lifecycle.

Sustainable Metal Management –Equipment Replacement Project Estimated Annual Emission Reductions

Data was used utilizing the most current U.S. EPA Diesel Emission Quantifier

<u>Annual Results (short tons)</u>	NO_x	PM_{2.5}	HC	CO	CO₂	Fuel
Baseline for Upgraded Vehicles	2.285	0.099	0.100	0.781	302.4	26,876
Amount Reduced After Upgrades	2.256	0.098	0.097	0.776	190.1	16,898
Percent Reduced After Upgrades	98.7%	98.7%	97.6%	99.4%	62.9%	62.9%

<u>Lifetime Results (short tons)</u>	NO_x	PM_{2.5}	HC	CO	CO₂	Fuel
Baseline for Upgraded Vehicles	13.712	0.595	0.598	4.683	1,814.1	161,256
Amount Reduced After Upgrades	13.536	0.587	0.584	4.657	1,140.6	101,387
Percent Reduced After Upgrades	98.7%	98.7%	97.6%	99.4%	62.9%	62.9%

Lifetime Cost Effectiveness (\$/short ton reduced)

Total Cost Effectiveness (includes all project costs)	<u>\$118,853</u>	<u>\$2,739,546</u>	<u>\$2,756,778</u>	<u>\$345,441</u>	<u>\$1,410</u>	
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Anticipated Outcomes



As part of Indiana Metal Management's efforts to reduce diesel emissions and overall commitment to sustainability and the community it serves, this material handler replacement project will reduce harmful diesel emissions through the deployment of these innovative all-electric and Tier-4 powered machines. Additionally, fuel costs and maintenance savings will be achieved through the deployment of these clean burning machines.

Project Success

The success of this project will be based upon the continued reduction in diesel emissions, fuel savings and uptime of the new pieces of equipment. The Metal Recycling Industry is dependent on heavy-duty diesel engines and this project will help the East Chicago Facility and metal recycling industry transition toward all-electric powered and cleaner, more-efficient equipment. The success of this project will lead to the implementation of all-electric and cleaner burning equipment at other metal recycling facilities across the state.

Grantees and Partner Roles

Drive Clean Indiana (DCI) is an Indiana 501(c)(3) nonprofit organization whose aim is to educate and assist both public and private fleet owners and individuals on the benefits of cleaner transportation technologies. The purpose of DCI is to help meet the requirements of the national Energy Policy Act of 1992, which is aimed at promoting national energy security; and to help meet the requirements of the federal Clean Air Act as amended in 1990, which strives to promote clean air. DCI is a SmartWay Affiliate Partner and will commit to promoting the use of alternative fuels as well as idle and fuel use reduction and air quality improvement efforts.

In addition to the purchase and deployment activities, Indiana Metal Management personnel will also work with DCI to track performance and fuel reduction on the existing equipment to provide a point of comparison to evaluate the success of the project. The same analytics will be tracked on the new equipment, once deployed. In addition to tracking performance and estimated reduction in tailpipe emissions, fuel cost savings will be assessed. The data collected will allow for evaluation of the public benefits of the project for the life of the vehicle.

DCI will also work with IDEM/VW Advisory Committee and Indiana Metal Management's personnel to implement the following aspects of this project:

- ☐ Promote diesel emission reduction projects and use policies and education and awareness programs with its employees.
- ☐ Celebrating and announcing the success of these projects with a press conference with IDEM.



Indiana Metal Management is a member of DCI's Green Fleet Program which promotes partnerships and training with:

- IDEM DieselWise
- IDEM Partners for Clean Air
- IDEM Environmental Stewardship Program
- IDEM Partners for Pollution Prevention
- U.S. EPA Midwest Clean Diesel Initiative and SmartWay Affiliate



Key Personnel Contact

Information

Contact	Organization/Title	Phone	Email
Isaac Alvarado	Indiana Metal Management – Project Manager	510-412-5308	Isaac.Alvarado@simsmm.com
Kyle Lisek	DCI - Program Manager	219-644-3690	Klisek@drivecleanindiana.org

Evaluation Criteria

This project aims to reduce diesel emissions and support the transition to all-electric and more-efficient material handling equipment within an industry that is dependent on heavy-duty diesel equipment. The equipment included in this project is responsible for the efficient movement and processing of recyclable materials in order for recyclables to be crafted into newly manufactured goods. This project will provide benefits across East Chicago's Environmental Justice Communities who have continually dealt with high concentrations of industrial diesel equipment which has negatively affected local air quality.

This project provides a significant reduction in diesel emissions and toxic air pollutants by transitioning current diesel equipment to All-Electric and Tier-4 Final powered



emission standards. This project will initiate Indiana Metal Management's goal of operating a zero-emission metal recycling facility. This project will be seamlessly implemented into the fleet's current operations and will continue to operate throughout the entirety of the equipment's 20-25-year lifecycle.

Itemized Budget

Description	Project Cost	Indiana DieselWISE Funds	Applicant Share
(1) Sennebogen 835E All-Electric	\$853,758.00	\$640,318.00	\$213,440.00
(2) 2023 Volvo EC480EL Excavator (Tier-4 Final)	\$754,993.00	\$188,748.00	\$566,245.00
Totals	<u>\$1,608,750.00</u>	<u>\$829,066.00</u>	<u>\$779,685.00</u>

Appendices

- A. Indiana Metal Management Cost Share Commitment Letters
- B. W-9
- C. State Form 51778
- D. State Form 47551
- E. Equipment Quotes
- G. DieselWise Indiana Fleet Data Spreadsheet (Attached in email)



Isaac Alvarado
National Procurement Manager
600 South 4th Street
Richmond, CA 94804
510.221.8371
Isaac.Alvarado@simsmm.com
<http://www.simsmm.com>

12/09/2022

Mr. Shawn M. Seals
DieselWise Indiana Administrator
Indiana Department of Environmental Management
100 North Senate Avenue
Mail Code 61-50 IGCN 1003
Indianapolis, IN 46204-2251

RE: 2022 DIESELWISE INDIANA – DERA with Volkswagen DERA Option

Dear Mr. Seals:

On behalf of Metal Management Indiana, Inc., doing business as Sims Metal, I am pleased to offer this letter of support for the Indiana Office of Environmental Management's (IDEM) 2022 DIESELWISE INDIANA – DERA with Volkswagen DERA Option Program. This cost-effective clean air project will significantly reduce diesel emissions from nonroad equipment operating in Indiana. This specific project will reduce diesel emissions in Lake County, Indiana.

Sims Metal acknowledges by submission of this funding request, assures that it possesses, or will possess the local (non-federal) funding needed to pay project related expenses. Sims Metal is prepared to immediately implement this project and will complete this nonroad equipment replacement project within the required timeline.

We appreciate the opportunity to support this very beneficial project and contribute to Indiana's air quality improvements. If you have any questions about this application, please contact Isaac Alvarado at 510-221-8371.

Sincerely,

A handwritten signature in blue ink, appearing to read "Isaac Alvarado", written over a light blue horizontal line.

Isaac Alvarado

MACHINE QUOTATION

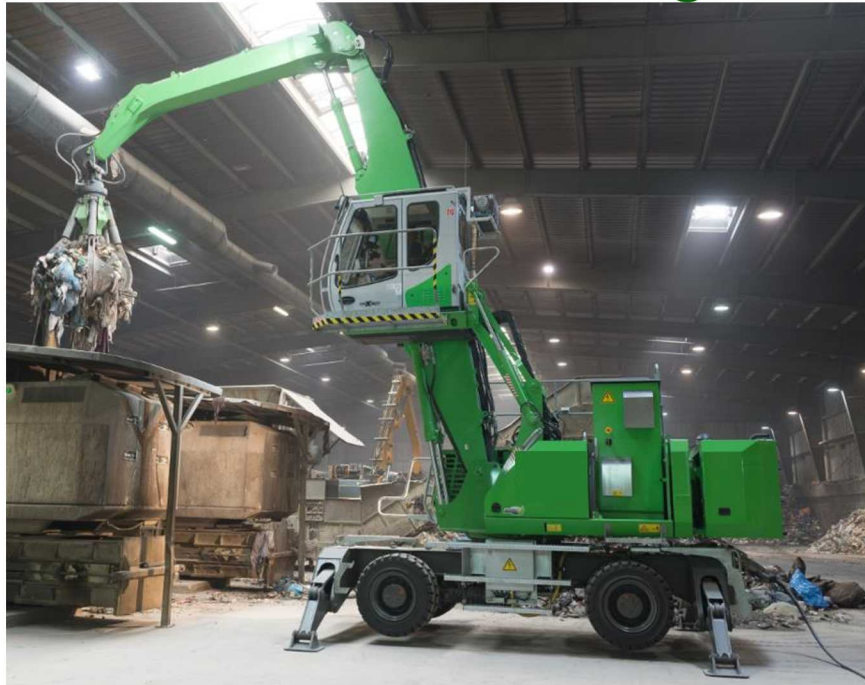
Model: SENNEBOGEN 835 Mobile "E"
Customer: SMS, USA
Date: Tuesday, November 01, 2022
Dealer: LLC, USA

SMS

(USA)

SENNEBOGEN 835 Mobile K18 "E"

green line Material Handling Machine



(Picture may show similar model, different series and/or optional equipment)

MACHINE QUOTATION

Model: SENNEBOGEN 835 Mobile "E"
 Customer: SMS, USA
 Date: Tuesday, November 01, 2022
 Dealer: LLC, USA

Power Unit

- ▶ Electric motor
- ▶ Motor Rating: 225 kW
 Voltage: 480 Volts
 Frequency: 60Hz
 Cable: 3 phase
- ▶ Longitudinally mounted electric motor provides excellent and safe access from platform. Electric control panel / electric switch cabinet on the rear, left side of the upper carriage with easy access via platform
- ▶ During the start of the electric motor a temporary high demand of the nominal current is required from the electricity network. Power feed and electric network has to be provided by the customer for this demand. SENNEBOGEN will not be responsible for electrical supply towards to the machine.

Hydraulic System

- ▶ Computer free, state-of-the-art load-sensing with flow-on-demand control
- ▶ Hydraulic cooler hydraulically driven, reversible
- ▶ Hydro-Clean filtration system with water absorption and contamination indicator

Upper Carriage & Swing System

- ▶ Torsion free, precisely machined upper carriage frame
- ▶ High torque axial piston swing motor
- ▶ Large dimensioned, internal teeth swing bearing
- ▶ Automatic central lubrication system for upper carriage and swing bearing
- ▶ Handrail on top of upper carriage
- ▶ Fire extinguisher set (1x cab, 1x storage compartment) - brackets installed, extinguisher shipped separate to dealer
- ▶ Light Package consisting of: 2x halogen in cab roof, 2x in frame
- ▶ Hand rail at the upper structure, tiltable for transportation, electric engine

Operator's Cab "MaxCab"

- Maxcab - with hydraulically cab adjustment E270, with sliding door and door window as sliding window, sunshade, floor mat
- ▶ Catwalk beside cab with hand rail
 - ▶ Skylight of bullet proof glass
 - ▶ Windshield of bullet proof glass (fixed / no tilt out)
 - ▶ Automatic climate control with AC, heater and defroster
 - ▶ Radio with USB and SD port, MP3 and Bluetooth
 - ▶ SENCON visual and acoustic diagnostic system for monitoring all essential machine functions

MACHINE QUOTATION

Model: SENNEBOGEN 835 Mobile "E"
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- ▶ Air suspended and adjustable operator's seat incl. armrests, seat heater, headrest, seat belt
- ▶ Camera system with display in cab
- ▶ Operator's & Maintenance manual incl. hydraulic & electric schematics (1x print / 1x digital)
- ▶ Spare Parts catalogue (1x print / 1x digital)
- ▶ Operator's & Spare parts list in duplicate, in German/English
- ▶ Sun protection for skylight

Working Equipment

Standard materials handling boom type K18

- ▶ Compact boom 10.1m straight and grab handling stick 7.9m straight with special materials handling kinematics
- ▶ Incl. safety check valves for boom and stick cylinder
- ▶ End position shut off for boom up/down and stick in/out function
- ▶ Attachment open/close and rotate hydraulic circuits and lines installed up to the end of the stick (ball valves)

Undercarriage

- ▶ Wheeled undercarriage MP41E for electric machines with 4-point-stabilizers, all-wheel-drive and two-stage powershift transmission
- ▶ Individual control of the stabilizers (4-point) for MP41E. Each stabilizer leg with single function control.
- ▶ Solid rubber tires 12.00-24 (8 units) for MP41E
- ▶ With electro and hydraulic rotor for upper carriage with electric motor
- ▶ Joystick-steering (only wheeled machines), MP41E
- ▶ Protection for drive train, MP41E

MACHINE QUOTATION

Model: SENNEBOGEN 835 Mobile "E"
Customer: SMS, USA
Date: Tuesday, November 01, 2022
Dealer: LLC, USA

Transport & Installation

Preliminary breakdown for Transport:

- TBD by request only

Equipment Requirements for Installation (to be provided by customer):

- Lifting crane capable of handling at least the upper carriage
 - ✓ The size of crane is based on radius of the lift. This is to be decided between the crane company and/or the selling partner
 - ✓ A telescoping type crane is NOT recommended. Capacity decreases rapidly as the boom is extended. Two cranes cannot be used to lift upper carriage at the same time because of safety reasons
 - ✓ All rigging is to be the responsibility of the crane rental company. Various shackles will be needed for leveling purposes
- A smaller crane may be needed for balancing purposes (pending on assembly procedure)
- Boom truck to be available when pinning boom and stick cylinders
- Hydraulic torque wrench will be furnished by SENNEBOGEN if one is not available

On Site Requirements for Installation (customers responsibility)

- The customer is responsible for the layout and installation of the hook up to the electric junction box as well as the electrical network
- The customer is responsible to have all wiring available upon assembly of machine. The machine cannot be assembled completely until the unit is operational
- The customer is responsible for a level surface (+/- 0.25% degree)
- SENNEBOGEN will provide further technical information once the order is placed
- The customer is responsible for all design, static calculation, reinforcement of existing structure if required to hold upcoming forces (see technical specs), entrance to machine catwalks / platform to access operators cab, work and additional accessories required for the installation of the elastic bearing with machine on the existing structure

Labor for Installation:

- A SENNEBOGEN service representative will be on site throughout the assembly (supervision), testing, operator and maintenance training
- Two-three (2-3) service technicians are required to support the SENNEBOGEN service representative (customers/dealers responsibility)
- Electrician has to be available upon request for connections to machine (customers responsibility)
- The approximately time for installation depends on accessibility of assembly area, availability of required tools and equipment, weather conditions, support crew, etc. – a detailed time schedule can be provided, the labor time estimates are considered assembly under perfect conditions with best access to the assembly site
- Delays caused by customer, dealer or other third parties involved for the installation are not SENNEBOGEN's responsibility; additional installation days are subject to additional charges for supervising of installation

MACHINE QUOTATION

Model: SENNEBOGEN 835 Mobile "E"
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Dealer: LLC, USA

Commercial Conditions

Scope of Supply

SENNEBOGEN LLC will supply the complete machine as described in the technical specification EXW East Coast USA seaport (i.e. Charleston S.C.), including supervision of the assembly and training of the operation and maintenance personnel.

Excluded from scope of supply & pricing:

loading of machine / components onto trucks at the storage / port facility
transport of the machine / components to final assembly site
unloading of machine / components from trucks at the final destination
erection & assembly of machine on site
electrical & hydraulic hook-up and assembly on rail chassis
equipment required for assembly like generator or cranes, etc.
any additional items not included in technical specifications or scope of supply (e.g. additional attachment, options not listed, etc.)

Pricing (Customer net)

1x (one) unit 835E Mobile K18 Electric "E" (according to scope of supply & technical specification) € 802,600.00

Option:

25kW Magnet system (electric machine) € 41,170.00

Delivery time

SENNEBOGEN LLC will supply the machine according to the scope of supply within 10-12 months provided that all technical questions are clarified prior to receipt of the written purchase order and receive of the down payment. This delivery time is subject to prior sale, to be confirmed with the order.

Payment terms

Twenty-five (25%) down payment with the purchase order and seventy-five (75%) with invoice of the machine (release for shipping) - All down payments are nonrefundable.

Warranty:

SENNEBOGEN LLC warrants all machines for a period of twelve (12) months or 2,000 hours of operation whichever occurs first according to the latest edition of the SENNEBOGEN LLC warranty manual. Extended warranty is available on request.

Validity

The commercial conditions and technical specifications are valid for 30 days after date of quote.

Further terms

The commercial conditions are according to the SENNEBOGEN LLC general terms and conditions of sale. All applicable federal, state and local taxes are not included. Prices and delivery are subject to prior sale.



MACHINE QUOTATION

Model: SENNEBOGEN 835 Mobile "E"
Customer: SMS, USA
Date: Tuesday, November 01, 2022
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SENNEBOGEN LLC - TERMS AND CONDITIONS OF SALE

NOTICE: THIS SALES TRANSACTION AND ALL DOCUMENTS PERTAINING TO IT, INCLUDING, BUT NOT LIMITED TO, ANY OFFER, QUOTATION, PROPOSAL, ORDER CONFIRMATION/ACCEPTANCE, OR INVOICE (A "SALES DOCUMENT") IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS AND CONDITIONS STATED BELOW. IF ANY OF THESE TERMS CONFLICT WITH SENNEBOGEN LLC ("SELLER") SALES DOCUMENTS, THE SPECIFIC TERMS STATED IN SELLER'S SALES DOCUMENTS SHALL PREVAIL OVER THESE TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS PROPOSED BY THE PURCHASER ARE OBJECTED TO BY, AND WILL NOT BE BINDING UPON SELLER. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS SALES TRANSACTION UNLESS EXPLICITLY OBJECTED TO IN WRITING BY PURCHASER, WHICH WRITING MUST BE RECEIVED BY SELLER WITHIN FIVE (5) DAYS AFTER THE DATE OF THIS DOCUMENT. THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THE SALE OF ANY SPARE PARTS SELLER SELLS TO PURCHASER WHICH ARE USED ON SELLER'S MACHINERY OR EQUIPMENT.

1. ACCEPTANCE.

All orders received by SELLER for the machinery, equipment or spare parts set forth in this Sales Document ("Products") are subject to final acceptance or confirmation in writing by SELLER and no orders are binding upon SELLER until so accepted.

2. DELIVERIES.

Unless otherwise specified on SELLER's Sales Document all deliveries are FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Partial deliveries of PRODUCTS are permissible. All delivery dates are SELLER's estimate only. All risk of loss to PRODUCTS shall pass to PURCHASER by SELLER upon delivery of the PRODUCTS to the carrier. Delivery is conditional on the timely receipt by SELLER of all documents necessary for the completion of the order, any down payment, and PURCHASER maintaining credit satisfactory to SELLER. SELLER will not be liable for any damages suffered by PURCHASER by reason of any delay in SELLER's performance or delivery of the PRODUCTS caused by PURCHASER failing to timely provide such documents or down payments or maintain satisfactory credit. If SELLER deems PURCHASER's credit unsatisfactory for any reason, SELLER may require the payment to SELLER of the purchase price of PRODUCTS, in full or in part, or the payment to SELLER of any outstanding amounts owed to SELLER. PURCHASER's sole remedy for delay in delivery is to grant SELLER a reasonable period of grace after a delay in delivery, and if SELLER does not deliver within the grace period, to rescind the contract. If PURCHASER gives such notice and SELLER does not deliver the PRODUCTS with the grace period, then SELLER may rescind the contract.

3. PRICES.

All prices are quoted FOT USA East Coast Port for machines and attachments and FOT Charlotte, NC for spare parts. Prices stated in catalogs or price lists or in quotes older than thirty (30) days are subject to change by SELLER without notice to PURCHASER. Only those prices set forth in SELLER's Sales Documents will apply to the order. Unless otherwise specified on SELLER's Sales Documents, prices do not include any packing or handling charges, any sales, use or similar tax, or any duty levied by any government; and PURCHASER shall pay any such applicable charges, taxes, and duties. Upon the request of SELLER, PURCHASER shall provide SELLER with a tax exemption certificate acceptable to the appropriate taxing authorities.

4. TERMS OF PAYMENT.

Unless otherwise specified on SELLER's Sales Documents, payment terms are net thirty (30) day from the date of delivery. Any required down payment is non-refundable, but shall be applied to the purchase price. Extension of credit, if any, may be changed or withdrawn by SELLER at any time. Invoices not paid within thirty (30) days after their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance at the rate of one and one-half percent (1½%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever rate is less. PURCHASER shall reimburse SELLER for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by PURCHASER to SELLER, and such collection costs shall also be subject to carrying charges. PURCHASER may not retain or set-off any amounts owed to SELLER in satisfaction of any claims asserted by PURCHASER against SELLER.

5. CLAIMS AND RETURN OF PRODUCTS.

For certain sales of machinery and equipment, SELLER will provide PURCHASER its then current Delivery Acceptance Document. PURCHASER shall execute, no later than ten (10) days after receipt of the machinery or equipment, the Delivery Acceptance Document which shall constitute PURCHASER's irrevocable acceptance of the machinery and equipment as delivered. Except when a Delivery Acceptance Document has been executed by PURCHASER, immediately after PURCHASER's receipt of the PRODUCTS (and in no event later than ten (10) days after receipt), PURCHASER must give written notice to SELLER of any claim by PURCHASER based upon the condition, grade, or quantity of PRODUCTS; such notice must indicate the basis of the claim in detail. PURCHASER's failure to comply with this paragraph shall constitute irrevocable acceptance by PURCHASER of PRODUCTS as delivered and shall bind PURCHASER to pay to SELLER the full price of such PRODUCTS. PRODUCTS shall not be returned to SELLER without SELLER's prior written consent; and transportation charges for any authorized returns of PRODUCTS shall be pre-paid by PURCHASER.

6. CANCELLATION/CHANGES.

PURCHASER may not cancel or change an order once placed with and accepted by SELLER except with the prior written consent of SELLER and upon terms that will indemnify SELLER against any loss. SELLER may correct mathematical or clerical errors. SELLER may make any technical changes to PRODUCTS as SELLER may deem necessary.

7. EXCUSABLE DELAYS.

SELLER shall not be liable for delays or failure to perform due, directly or indirectly, to causes beyond SELLER's control, including the inability of SELLER's suppliers to deliver needed goods, services, or raw materials, acts of any governmental authority, wars, strikes or other labor disputes, fires, and natural calamities.

8. SELECTION AND APPLICATION.

PURCHASER is solely responsible for proper selection and application of PRODUCTS. PURCHASER agrees that it will use and apply PRODUCTS only for their intended uses and according to specifications and limitations established by SELLER from time to time. PURCHASER shall indemnify and hold SELLER harmless from and against any and all damages, claims, or expenses (including reasonable attorneys' fees) arising out of or relating to abuse of PRODUCTS or use or application of PRODUCTS other than according to specifications and limitations established by SELLER from time to time.

9. LIMITED WARRANTY.

9.1 MACHINERY AND EQUIPMENT.

SELLER warrants that all PRODUCTS which are machinery and equipment shall be delivered in substantial conformance to the specifications published by it applicable to the particular PRODUCT sold. References to quality or patterns in SELLER's printed materials such as the processing instructions do not constitute warranties. SELLER will repair or, in its sole discretion, replace any PRODUCT which is a machine or equipment found by SELLER to be defective if such defect is reported to SELLER within ten (10) days after the earlier of (i) one year after the delivery date or (ii) 2000 hours of operation of the machinery or equipment. The Limited Warranty ends at that time. Dealers, distributors and sales representatives are not authorized to offer different or additional warranties or remedies, and descriptions, representations and other information or claims made by dealers, distributors or sales representatives are not binding on SELLER. This limited warranty does not cover damage or deterioration caused by normal wear and tear, use under circumstances exceeding specifications or limitations, abuse, unauthorized repair or alteration, lack of proper maintenance or damage caused by natural calamities.

9.2 SPARE PARTS.

PRODUCTS which are parts furnished to replace defective parts on machinery or equipment still under SELLER's warranty shall be warranted to the same extent as the original machinery or equipment, but only for a period equal to the balance of the original period or three (3) months, whichever is longer. SELLER will repair or, in its sole discretion, replace any spare parts made and sold by it which it finds to be defective if such defect is reported to SELLER within ten (10) days after delivery to PURCHASER.

Parts not made by SELLER or a related party of SELLER, are sold AS IS, WITH ALL FAULTS, and in such cases SELLER shall, to the extent possible, assign to PURCHASER the original manufacturer's warranty.

THIS LIMITED WARRANTY IS PURCHASER'S EXCLUSIVE REMEDY. It shall not be deemed to have failed of its essential purpose so long as SELLER is willing and able to repair or replace defective PRODUCTS. This limited warranty shall terminate automatically if PURCHASER fails to make payments for the PRODUCTS covered herein. NO OTHER EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES OF ANY TYPE, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, SHALL APPLY TO PRODUCTS.

10. INSTALLATION/OPERATION SAFETY DEVICES.

Unless this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and setup of the PRODUCTS, PURCHASER shall install and setup all PRODUCTS without SELLER's assistance. In so doing, PURCHASER shall follow any instructions, recommendations, specifications and limitations given by SELLER with respect to installation and setup. PURCHASER shall follow any instructions, recommendations, specifications and limitations of SELLER with respect to the operation, maintenance, repair and servicing of PRODUCTS. PURCHASER shall not remove, modify, interfere or deactivate any safety device including guard and cut-off switches. PURCHASER assumes all risk of injury to persons and property arising out of or related to its failure to follow instructions, recommendations, specifications and limitations of SELLER, the removal, modification, interference or deactivation of safety devices on the PRODUCTS and all resulting problems with the operation of the PRODUCTS.

11. SERVICES.

If this Sales Document expressly provides for SELLER to provide assistance to PURCHASER in connection with PURCHASER'S installation and set up of PRODUCTS or for other services related to PRODUCTS, SELLER's normal service rates and charges, including reimbursement for the travel, room, board and reasonable miscellaneous expenses of its service technicians shall apply. SELLER agrees to use the due diligence of a prudent businessperson in performing such assistance and will re-perform at its expense any services reported to it within thirty (30) days after performance and found by SELLER to have been defective. Except as expressly provided herein, there are no warranties on SELLER's services.

12. LIMITATION AND EXCLUSION OF DAMAGES.

IN NO EVENT SHALL SELLER'S LIABILITY TO PURCHASER EVER EXCEED THE PURCHASE PRICE OF A PRODUCT. SELLER SHALL NOT BE LIABLE TO PURCHASER FOR INJURIES, LOSSES, OR DAMAGES RESULTING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PURCHASER. SELLER SHALL NOT BE LIABLE TO PURCHASER, IN ANY EVENT, FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, WHETHER ARISING FROM THE SALE OF PRODUCTS, THE INSTALLATION AND/OR SETUP OF ANY PRODUCTS, ANY DEFECT IN PRODUCTS OR SERVICES, ANY USE OR INABILITY TO USE PRODUCTS, OR OTHERWISE.

13. PROPRIETARY INFORMATION.

SELLER retains ownership of all intellectual property rights, including, without limitation, patents, trademarks, trade names, trade secrets, and copyrights applicable to the PRODUCTS, and to all models, documents, and electronic files prepared or delivered by SELLER in connection with the sale of the PRODUCTS ("Proprietary Information"). PURCHASER shall not copy for any purpose or disclose to any other person any Proprietary Information without SELLER's prior written consent.

14. INDEMNITY.

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER's expense defend any suit or proceeding, brought against SELLER based on, arising out of or relating to an allegation that any designs, drawings, specifications provided by PURCHASER to SELLER or any PRODUCTS resulting there from, or any part thereof, or the application or use of PRODUCTS resulting there from, constitute an infringement of any patent or copyright or misappropriation or misuse of any trade secret.

PURCHASER shall hold SELLER harmless against any claim, liability and damage and at PURCHASER's expense defend any suit or proceeding, brought against SELLER based on any personal injury or property damage arising out of PURCHASER's failure to follow any of SELLER's instructions, recommendations, specifications or limitations with respect to installation, set up, operation, repair, maintenance and servicing of PRODUCTS or from PURCHASER's removal, modification, interference or deactivation of any safety device.

All warranty obligations for products or goods sold by PURCHASER are the exclusive obligation of PURCHASER.

15. SECURITY AGREEMENT.

PURCHASER hereby grants to SELLER a continuing purchase money security interest in PRODUCTS and to the proceeds thereof to secure the purchase price and any other amounts owed under this Sales Document. PURCHASER shall execute and deliver to SELLER financing statements and other documents that may reasonably require for the perfection of the security interest hereby granted to SELLER by PURCHASER, and PURCHASER hereby authorizes SELLER to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of such security interest. PURCHASER shall maintain adequate insurance against casualty, loss, fire, or theft of PRODUCTS for so long as the security interest is in effect.

16. ASSIGNMENT.

PURCHASER may not assign its rights or obligations hereunder without the prior written consent of SELLER and any purported assignment by PURCHASER without the consent of SELLER shall be of no effect.

17. LIMITATIONS.

Any action by PURCHASER under this Sales Document or relating to PRODUCTS must be commenced within one (1) year after such cause of action has accrued.

18. CHOICE OF LAW, FORUM, VENUE, AND CONSENT TO JURISDICTION.

Any dispute or claim relating to PRODUCTS shall in all respects be governed by and construed according to the laws of the State of North Carolina, excluding its conflict of law principles. Except with respect to an action instituted by SELLER for equitable relief or an action by SELLER to join or implead PURCHASER, PURCHASER and SELLER agree that the General Courts of Justice of the State of North Carolina, and the United States District Courts situated in Charlotte, North Carolina, shall constitute the exclusive forum(s) for the adjudication of any and all disputes or controversies arising out of or relating to this Sales Document or to PRODUCTS. PURCHASER consents to the exercise of jurisdiction over it by such courts with respect to any dispute or controversy.

19. CONSTRUCTION OF AGREEMENT.

These terms and conditions of sale may not be amended, modified, or supplemented except by written agreement executed by PURCHASER and SELLER. The provisions of this Sales Document are intended to be severable and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision. These terms and conditions of sale, together with the other Sales Documents, constitute the entire agreement between PURCHASER and SELLER with regard to the sale or transfer of PRODUCTS, and supersede all prior oral or written statements of any kind made by the parties.

SIMS MM January 2023 Pricing		
EC480EL		
Item #	Description	National Account Pricing
EC480EL-480EL	Volvo EC480EL Crawler Excavator	\$382,666
XC10103-480EL	Boom, 23' 0" (7.0m), HD	\$26,632
XC10503-480EL	Decal Kit NA	\$0
XC20106-480EL	Track Pads, 32" Triple Grouser	\$20,301
XC20202-480EL	HD Full Track guard	\$3,364
XC20302-480EL	Lower frame - foldable steps	\$0
XC20402-480EL	Belly Cover HD, 10mm	\$337
XC30101-480EL	Engine NA	\$0
XC30401-480EL	Air precleaner, Cyclone	\$195
XC30501-480EL	Engine Block heater, 120V	\$284
XC30601-480EL	Water separator with heater	\$484
XC30802-480EL	Reversible fan drive	\$3,009
XC30901-480EL	Automatic engine shutdown	\$470
XC30902-480EL	Delayed engine Shutdown	\$137
XC40106-480EL	CareCab Reinforced w/ Fixed Hatch	\$0
XC40112-480EL	Anti-vandal mounting brackets on cab	\$0
XC40203-480EL	Seat, Air suspension w/Heater & X-Isolator	\$1,081
XC40405-480EL	Joystick, 4 Switches	\$0
XC40502-480EL	Air conditioning, ACC (automatic climate control)	\$2,297
XC40602-480EL	Universal key	\$0
XC40708-480EL	Radio with MP3, USB port & Bluetooth	\$0
XC41005-480EL	FOG,cabin mounted,Hinge type	\$2,879
XC41204-480EL	Seat Belt, 3 inch Retractable	\$0
XC50000-480EL	Work lights on deck & boom, Halogen	\$216
XC50101-480EL	Extra work lights on cab front/rear, CWT, boom & RH side, Halogens	\$311
XC50102-480EL	Travel alarm	\$0
XC50144-480EL	Volvo Smart View on Instrument Cluster only	\$0
XC50402-480EL	CareTrack, GSM/Satellite	\$0
XC50404-480EL	CareTrack Connectivity 6-yr Subscription	\$0
XC50406-480EL	De-activate SAT	\$0
XC50801-480EL	Guardrail	\$0
XC60102-480EL	Hydraulic oil ISO VG46	\$789
XC60203-480EL	X1 2 pump double acting piping (piping not installed for long reach boom and arm)	\$5,056
XC60502-480EL	X1 2-switch control, On/Off, double acting (piping not installed for long reach boom and arm)	\$270
XC60605-480EL	X1 Pedal control, Proportional (piping not installed for long reach boom and arm)	\$1,082
XC60803-480EL	X3 slope bucket/rotator piping (piping not installed for long reach boom and arm)	\$6,008
XC60901-480EL	Pilot control pattern change	\$1,290
XC60902-480EL	Boom float, must have hose rupture valve	\$1,546
XC60904-480EL	Straight travel pedal	\$1,279
XC61301-480EL	Pre-setting for hyd. pressure (piping not installed for long reach boom and arm)	\$163
XC70202-480EL	Tool Kit, daily maintenance	\$146
XC70302-480EL	Manual, English	\$0
XC80182-480EL	CWT 21,495 lbs, 9,750 kg, Fixed	\$16,235
XC80202-480EL	Under cover HD, 4.5mm superstructure	\$0
	0	\$0
VCE WARRANTY	Premier 3 years/6000 hours	Included
	Options	
XC70501-480EL	Frame lifetime guarantee	\$0

XC10602-480EL	Demolition Package, Light Duty	\$8,585
XC10703-480EL	Side protection, bolt-on steel	\$0
XC10704-480EL	Boom cylinder protection	\$1,745
XC10748-480EL	HD side doors, w/ screening, demolition	\$0
XC10749-480EL	Swing bearing cover, demolition	\$0
XC50109-480EL	Auto-lube	\$6,358
XC50130-480EL	Flashing beacon_LED	\$165
XC61001-480EL	Hose rupture valves, boom cylinder	\$2,215
XC61101-480EL	Hose rupture valves, arm cylinder	\$1,508
XC70101-480EL	Walk way, full, left hand side (RH side also included for EC750EL only)	\$1,125
Dealer Install	Fire Suppression	\$13,000
Dealer Install	Fire Extinguisher	\$925
Dealer Install	Bullet Resistant Glass with front cage fabrication	6500
	0	\$0
	Sub Total	\$520,652
Other		
	PDI by Dealer	1988
	Freight from dealer branch and on to customer	1875
	Grand Total	\$524,515



613 E Stevenson Rd Ottawa, IL 61350 • Office (815) 313-2070 • www.Altaequipment.com

Mr. Wayne Tomlinson
SIMS METAL
425 W. 152nd Street
East Chicago, IN 46312

March 17, 2022

Alta Equipment Company is pleased to submit our proposal for the following:

GENESIS GXT 775R Mobile Shear with Jaw Armor

List price	\$287,200.00
SIMS National Account Price	\$215,400.00
7% material surcharge	\$ 15,078.00

SIMS SELLING PRICE – NOT INSTALLED **\$ 230,478.00***

- Availability: 1-2 weeks (dependent on trucking availability)

***Note: freight \$2500.00**

Please note - with purchase of GXT775R shear ALTA/GENESIS offers:

- 3-year full structural warranty
- 18 months full hydraulic warranty
- 20% discount off list price on ALL GENESIS shears currently owned by SIMS/ E. Chicago yard.
 - Blades must be purchased through ALTA parts.
 - Variable Material Surcharges apply in addition to List Pricing
- 775 blade kit at no charge (value of \$6,200.00)
- Jaw Armor Kit at no charge (value of \$2,350.00)
- case of Genesis grease at no charge (value of 130.00)

Purchase Notes:

1. Prices shown are the prices in effect at the present time and are guaranteed for thirty (30) days and are subject to review and revision after that time.
2. All offerings are subject to prior sale.
3. If a stock number, serial number, or other identification is called out, the quoted price is valid for that unit only.
4. All applicable, federal, state, and local taxes are for your account.
5. Terms are 10% nonrefundable deposit with the order, balance due prior to shipment, or 15-days after notification of readiness to ship, whichever comes first. In no event will a deposit/invoice or machine(s) be held pending payment for longer than thirty days from the date of the invoice without a mutually agreed upon revised written agreement.
6. Warranty labor is covered at straight time rates only. You will incur a charge to your account for any warranty labor performed at your request during overtime or double time hours. Please discuss this rate when scheduling with the service department.

7. Please note that warranty does not cover items such as, but not limited to freight, travel time, travel expenses, freight, and expendable items. Please refer to the manufacturer's warranty for complete details.
8. Any errors or omissions on this quote are subject to correction.

Thank you for the opportunity to present this proposal to you and should we be favored with this order can assure you the best of service from any of our locations.

Bill McNamara
Area Manager
224-600-3639



**SIMS
METAL**

1 Linden Ave East
Jersey City, NJ 04726

To: Indiana Department of Environmental Management
Attn: Shawn M. Seals
Office of Air Quality -Mail Code 61-50
100 N Senate Ave
Indianapolis, IN 46204-2251

RE: IN DieselWise 2022/VW Project DOR4-007

Amount \$189,873.00

Total Amount Paid: \$759,493.00
Grant Request: \$189,873.00
Cost Share: \$569,620.00

Wire Instructions:

Bank:	Bank of America
ABA:	[REDACTED]
Acct. #:	[REDACTED]
Bank Address:	P.O. Box 27025 Richmond, VA 23261
Bank Phone:	312-828-4890
Swift Code:	[REDACTED]
Name on Account:	Metal Management Indiana

P

ORDER NO DATE
ESA047048 V 4 09/30/2022

ALTA CONSTRUCTION EQ IL
613 E STEVENSON RD
OTTAWA IL 61350
815-313-2070

CUSTOMER NO PAGE NO
BP0021277 1

PAYMENT TERMS
NET 30 DAYS

EQUIPMENT SALES AGREEMENT

CUSTOMER PO
[REDACTED]

INVOICE TO:

Metal Management Indiana, Inc
425 W. 152nd Street
East Chicago, IN 46312

SHIP TO:

Metal Management Indiana, Inc.
425 W 152nd Street
East Chicago, IN 46312

SALESMAN: ROBERT KOSCHE

DELIVERY TERMS :

UNIT	QTY	UNIT PRICE	TOTAL
EQ0305453 NO STK,23'0" BOOM,X3,32" PADS,FIXED CTWT,DEMO VOLVO MODEL: EC480EL S/N: VCEC480EP00315179	1	526,515.00	526,515.00
		SUB TOTAL:	526,515.00

TOTAL PURCHASE 526,515.00

SALES TAX 0.00

TOTAL AMOUNT(USD) 526,515.00

ALTA CONSTRUCTION EQ IL

CUSTOMER ACCEPTANCE

Payment Confirmation

Company: Bank of America NA Charlotte

Requester: Zavalia, Frank

Run Date: 04/13/2023 10:27:55 AM EDT

BANK OF AMERICA 

Domestic High Value (Wire)

Payment Category: Urgent/Wire

Status: Pending Approval

Transaction Number: 8815187105768881

Debit Account Information

Debit Bank: [REDACTED]

Debit Account: [REDACTED]

Debit Account Name: Banc of America Leasing & Capital LLC

Debit Currency: USD

F3

Beneficiary Details

Beneficiary Name: Alta Construction Equipment Illino

Beneficiary Address: 13211 Merriman Rd

Beneficiary City: Livonia

Beneficiary Postal Code: 48150

Beneficiary Country: US - United States of America

Beneficiary Account: [REDACTED]

Beneficiary Bank ID: 021000021

JPMORGAN CHASE BANK, NA

270 Park Avenue

New York

US - United States of America

Beneficiary Email: steven.j.beadling@bofa.com

Beneficiary Mobile Number:

Payment Details

Credit Currency: USD

Credit Amount: 526,515.00

Value Date: 04/13/2023

Optional Information

Sender's Reference Number:

Beneficiary Information: SIMS - Metal Management Indiana
SMM0226312

Additional Routing

Intermediary Bank ID:

Receiver Information:

Control Information

Input: zk55oedd

Input Time: 04/13/2023 10:27:47 AM EDT

Stephen J. DeFusco



ALTA CONSTRUCTION
EQUIPMENT IL
56195 PONTIAC TRAIL
NEW HUDSON MI 48165

INVOICE TO:

REMIT TO: ALTA CONSTRUCTION EQUIPMENT ILLINOIS, LLC
29547 NETWORK PLACE
CHICAGO, IL 60673-1295

EQUIPMENT SALES INVOICE
ALTA CONSTRUCTION EQ IN
480 BLAINE ST
GARY IN 46406-1252
219-777-7050

SHIP TO:

SIMS METAL MANAGEMENT MIDWEST
INC
1 LINDEN AVE EAST
JERSEY CITY NJ 07305-4726

SIMS METAL MANAGEMENT MIDWEST INC
425 W 152ND ST
EAST CHICAGO IN 46312

INVOICE NO SE4/3864	CUSTOMER NO BP0021277	CUSTOMER PO SMM0229535	INVOICE DATE 02/21/2023	PAYMENT TERMS NET 30 DAYS
SALESPERSON: WILLIAM MCNAMARA			DELIVERY TERMS:	
EQUIPMENT ORDER: ESA047406				

GENESIS GXT775R \$230,478.00
FREIGHT \$ 2,500.00
TOTAL \$232,978.00

UNIT	QTY	UNIT PRICE	TOTAL
EQ0302377 SHEAR W/JAW ARMOR & HD PKG, EC380/EC480 BRKT 1 GENESIS MODEL: GXT775R S/N: 7751156		232,978.00	232,978.00
SUB TOTAL:			232,978.00

TOTAL IF PAID AFTER DUE DATE 236,472.67

TOTAL PURCHASE	232,978.00
SALES TAX	0.00
TOTAL INVOICE	232,978.00

Terms and Conditions

1. General. These Terms and Conditions shall govern the sale of products and services (collectively "products") by Alta Construction Equipment Illinois, LLC ("Seller") to Buyer. Buyer's acceptance of Seller's products represents acceptance in full of these Terms and Conditions. Buyer may, for purposes of administrative convenience, use Buyer's standard form of purchase order to order products from Seller. The parties understand and agree that any terms or conditions on any such purchase order or similar document in any way different from or in addition to the terms and conditions of these Terms and Conditions shall have no effect whatsoever and Seller hereby rejects all such terms and conditions.
2. Price and Taxes. Unless otherwise agreed to in writing by Seller, all sales and prices quoted are F.O.B. Shipping Point Buyer shall be liable for and shall pay or reimburse Seller for any sales tax, use tax, personal property tax, license or registration fees levied or based upon the sale, rental, use or operation of the products.
3. Payment Terms. All payments hereunder shall be in United States Dollars. Upon approval of credit by Seller, payment shall be made thirty (30) days from the date of invoice. On overdue accounts, Seller shall charge and Buyer shall pay a service charge of one and one-half percent (1.5%) of the unpaid balance per month (or such lesser rate as may be required by law) until the account is paid in full. Regardless of any prior approval of credit, Seller may require full or partial payment in advance if Seller, in the exercise of its sole discretion, determines that Buyer's financial position warrants such action. If at any time Seller requests written assurances with respect to Buyer's financial condition, Buyer shall deliver such assurance. Seller may suspend delivery or the provision of services until receipt of such assurance, or until payment in full of the purchase price is received. Buyer's action in accepting Seller's products shall constitute (A) Buyer's grant to Seller of a purchase money security interest in the products, including all additions and replacements thereto and proceeds thereof, (B) Buyer's authorization of Seller to execute on behalf of Buyer any financing statements, security agreements and like documents and to take any other action in order to create, perfect and/or maintain Seller's security interest in the products; and (C) Buyer's appointment of Seller as Buyer's attorney-in-fact to prepare, sign, file and record, in Buyer's name, any such documents. Such appointment is coupled with an interest and is irrevocable.
4. Limited Warranty. (A) In the event a product of Seller is found to be defective within the warranty period established by the manufacturer, Seller's only obligation and Buyer's exclusive remedy shall be, at Seller's option, the repair or replacement of any defective part at Seller's facilities. Shipping costs to Seller's facilities shall be borne by Buyer and the repaired product shall be returned to Buyer at Seller's expense. Replacement parts and service labor for warranty work will be provided at no charge. All replaced parts shall be the property of Seller. In no event will Buyer return Products to Seller for warranty work, credit or otherwise without Seller's prior written consent Seller shall have no obligation to repair or replace: (1) products altered, modified or repaired other than by Seller; (2) products failing due to misuse, improper maintenance, improper operating environment, carelessness, negligence or accident; (3) products failing due to damage occurring after delivery thereof to Buyer; or (4) products, the serial numbers or any parts of which have been altered, defaced or removed. THE WARRANTIES SET FORTH IN THIS CLAUSE (A) ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED BY SELLER AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF THE COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. (B) THE REMEDIES OF BUYER WITH RESPECT TO THE SALE, DELIVERY OR USE OF ANY PRODUCT HEREUNDER, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE, PRODUCTS LIABILITY AND STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, SHALL BE EXCLUSIVELY AS SET FORTH IN THIS SECTION 4. SELLER SHALL NOT BE LIABLE TO BUYER FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, LOSS OF USE, COST OF REPLACEMENT PRODUCTS OR CLAIMS OF BUYER'S CUSTOMERS, NOTWITHSTANDING (1) THE FACT THAT SELLER MAY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR CLAIMS OR (2) THE FAILURE OF ANY REMEDY OF ITS ESSENTIAL PURPOSE.
5. Assignment. Any attempted assignment by Buyer of its rights hereunder without Seller's prior written consent shall be void Seller may assign any of its rights or delegate any of its duties hereunder.
6. Attorney's Fees. In the event it is necessary to retain the services of legal counsel to enforce or interpret these Terms and Conditions, the prevailing party in any resulting action or proceeding shall be entitled to recover its reasonable attorney's fees and court costs.
7. Governing Law: Severability. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Michigan without regard to conflicts of law principles that would require the application of any other law. The parties consent to the exclusive jurisdiction of the appropriate State Court or Federal Court that has jurisdiction over the Seller's facility from which products or services were provided. The provisions of these Terms and Conditions are deemed severable and any term or condition is held to be unenforceable or invalid, the remaining provisions shall remain in full force and effect.
8. Representation of Solvency. By accepting the products or services sold hereunder, Buyer represents and warrants to Seller that it is not insolvent. Buyer acknowledges that Seller's performance hereunder is expressly in reliance on such representation and warranty. Buyer agrees to provide written confirmation thereof forthwith upon Seller's request.
9. Amendment. These Terms and Conditions may not be modified or amended except in a writing signed by a duly authorized representative of Seller that expressly states the sections of these Terms and Conditions to be modified; no other act, usage, or custom shall be deemed to amend or modify these Terms and Conditions. By its action in accepting the products Buyer thereby waives any right it may have to claim that these Terms and Conditions were subsequently modified other than in accordance with this Section 9.
10. Indemnity. Buyer agrees to indemnify, hold harmless and defend Seller from and against any claim, action, loss, liability, expense, damage or judgment, including litigation costs and reasonable attorney's fees, which arise as a result of any actions by Buyer's agents, employees, consultants or representatives in connection with Buyer's possession, use or operation of the product(s) sold hereunder.

Purchase order: SMM0229535

SM23-086: East Chicago - New Genesis GXT 775R Mobile Shear

Submit Invoices Electronically:
SMMNA.Invoices@SIMSMM.com

VENDOR
Page 1 of 1
Purchase order number SMM0229535
Date of issue 10/6/2022
Requester Miguel Melero
Requester Email miguel.melero@simsmm.com
Procurement Agent Ryan Wise
Procurement Agent Email Ryan.Wise@simsmm.com
Delivery terms

**ALTA EQUIPMENT
COMPANY**

Contact and Remittance Information:

Procurement Email : Please send email to Requester and/or Procurement Agent
Procurement Phone # 201-577-3291
Inquires:
Accounts Payable Email - SMMNA.ap@SIMSMM.com
Accounts Payable Phone # 201-577-3120

Deliver to Address

Sims Metal Management
425 W. 152nd ST.
East Chicago, IN 46312
USA

Line number	Item number	Description	Delivery	Quantity	Unit	Unit price	Amount	Tax
10		New Genesis GXT 775R Mobile Shear	9/30/2022	1.00	EA	230,478.00	230,478.00	0.00

Project: SM23-086- Genesis GXT775R Rotating Shear Attachment

20		Freight	9/30/2022	1.00	EA	2,500.00	2,500.00	0.00
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Project: SM23-086- Genesis GXT775R Rotating Shear Attachment

Currency	Subtotal amount	Total discount	Charges	Tax	Total
USD	232,978.00	0.00	0.00	0.00	232,978.00

Purchase Order Terms and Conditions:

1) All purchase orders for materials or services require an approved purchase order number prior to commitment of materials and/or services being rendered. Any order not containing an approved purchase order number will not be considered a valid order. All invoices, packing slips and other correspondence must reference the appropriate purchase order number. 2) A confirmation must be sent confirming the quantity, price, part number and/or description, delivery date, delivery address and purchase order number for all purchase orders. 3) Send only one original invoice. Faxed copies will not be accepted. 4) If items delivered do not meet the quality specifications of purpose intended, the purchaser(s) may at its (their) option either require the vendor to replace the substandard items at vendor's cost, or cancel the purchase order agreement without penalty to purchaser(s). 5) Purchaser(s) retains the right at all times to subject items delivered to quality testing for. 6) All freight costs related to the substandard items will be for supplier's account. 7) Buyer will be held harmless in an event of patent and/or copyright infringement. 8) Handling, environmental and fuel surcharges will not be paid. 9) Freight Charges must be negotiated and documented on the purchase order prior to shipment in order to be considered for payment. 10) Freight charges that are pre-paid and added to the invoice must be on a separate line item and supported with original freight bill. 11) Risk of loss will pass from vendor to buyer upon delivery and acceptance at buyer's facility by authorized representative. 12) Upon vendor acceptance of the purchase order number, the terms and conditions of this purchase order agreement will be controlling and supersede any and all other prior agreements or arrangements. 13) Compliance with Law and SMM Standards: Vendor/Supplier shall secure and pay for all permits and licenses necessary in connection with the products or site work provided. Vendor/Supplier shall conform in all respects to the provisions and regulations of any acts, laws, ordinances or regulations of any local, state or federal authority relating in any way to Vendor/Supplier's performance of the Work or the products provided hereunder, including without limitation, any and all applicable federal and state OSHA and state/municipal standards pertaining to general safety and health and safety training and education. Furthermore, Vendor/Supplier shall conform in all respects to SMM's standards and procedures, including without limitation, all SMM design guidelines, SMM's safety, health, environment and community (SHEC) policies and procedures, and SMM's design for SHEC guidelines.