



3884 CHURCH STREET

WILLOUGHBY, OHIO 44094
FAX

(440) 946-8990
(440) 946-0377

July 8, 2022

Enclosed is a Refrigerant Contract stating that your company will not scrap anything containing refrigerants (CFCs, HCFCs, HCFs AND/OR ANY SUBSTITUTES) and Prohibited Substances.

Please have a company representative sign under SELLER and return to Willoughby Iron and Waste in the enclosed self stamped envelope.

If you have any questions, please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Constantine". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Dave Constantine
Willoughby Iron and Waste Materials LLC
Telephone: (440)946-8990
Email: David.constantine@clevelandcliffs.com

CONTRACT
REGARDING REFRIGERANTS (CFCs, HCFCs, HCFs AND/OR ANY SUBSTITUTES) AND PROHIBITED
SUBSTANCES

This Agreement has been made this 08 day of July, 2025, between Ferrous Processing & Trading Company, on behalf of itself and/or its subsidiaries and affiliates ("Buyer") and CITY OF WILLOWICK SERVICE DE whose address is: 31230 VINE ST WILLOWICK, OH 44095 ("Seller").

WHEREAS, Buyer desires to buy from time to time from Seller, and Seller desires to sell from time to time to Buyer, scrap metal, which may include appliances and other materials, some of which when manufactured or operated may have contained CFC, HCFC, HCF refrigerants or other regulated substances; and,

WHEREAS, Buyer hereby notifies Seller that section 608(B) (1) and (C) of the Clean Air Act, as well as supporting regulations (40 CFR § 82.155 (b)), require that:

The final processor - i.e., persons who take the final step in the disposal process (including but not limited to scrap recyclers and landfill operators) of a small appliance, MVAC, or MVAC-like appliance - must either:

(1) Recover any remaining refrigerant from the appliance in accordance with paragraph (a) of this section; or

(2) Verify using a signed statement or a contract that all refrigerant that had not leaked previously has been recovered from the appliance or shipment of appliances in accordance with paragraph (a) of this section. If using a signed statement, it must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered. If using a signed contract between the supplier and the final processor, it must either state that the supplier will recover any remaining refrigerant from the appliance or shipment of appliances in accordance with paragraph (a) of this section prior to delivery or verify that the refrigerant had been properly recovered prior to receipt by the supplier.

(i) It is a violation of this subpart to accept a signed statement or contract if the person receiving the statement or contract knew or had reason to know that the signed statement or contract is false.

(ii) The final processor must notify suppliers of appliances that refrigerant must be properly recovered in accordance with paragraph (a) of this section before delivery of the items to the facility. The form of this notification may be signs, letters to suppliers, or other equivalent means.

(iii) If all the refrigerant has leaked out of the appliance, the final processor must obtain a signed statement that all the refrigerant in the appliance had leaked out prior to delivery to the final processor and recovery is not possible. "Leaked out" in this context means those situations in which the refrigerant has escaped because of system failures, accidents, or other unavoidable occurrences not caused by a person's negligence or deliberate acts such as cutting refrigerant lines.

Seller acknowledges that it has received notification as required by 40 CFR § 82.155 (b)(2)(ii) and fully understands its obligations thereunder.

Buyer hereby notifies Seller and Seller acknowledges that Seller is legally and contractually responsible to comply with these provisions and to ensure that all refrigerants and/or any substitutes have been properly removed from goods before delivering them to Buyer.

NOW, THEREFORE, for good consideration, including but not limited to Buyer's purchase of Seller's goods, Seller agrees as follows:

1. From the date first written above and for a period of three years thereafter Seller agrees and hereby certifies that any appliances, automobiles or other materials delivered to Buyer will not contain any refrigerants, including but not limited to chlorofluorocarbons (CFCs), hydrochlorofluorocarbons (HCFCs), hydrofluorocarbons (HFCs), and/or any substitutes as defined in Section 608 of the Clean Air Act and 40 CFR Part 82. Seller further certifies that all refrigerants (including but not limited to CFCs, HCFCs and HFCs) and/or any substitutes that have not leaked previously will be recovered from all appliances,

automobile or other material or shipment of same under this contract in accordance with 40 CFR § 82.155(a) prior to delivery or verify that the refrigerant had been properly recovered prior to receipt by Seller. Seller shall not cut any lines containing refrigerants and/or any substitutes prior to proper removal.

2. Seller certifies that any polychlorinated biphenyl (PCB) capacitors will be removed from appliances or other materials prior to delivery to Buyer and that the materials do not otherwise contain any PCBs, radioactive, toxic, explosive, or hazardous waste or substance as determined by applicable federal and state law.
3. If Seller is delivering materials concurrent with the execution of this Agreement, Seller hereby certifies with respect to such first sale delivered concurrent with execution of this Agreement, that to the best of Seller's knowledge, all refrigerant (including but not limited to CFCs, HCFCs, HFCs and/or any substitutes as defined in Section 608 of the Clean Air Act, as amended, and 40 CFR Part 82):

[Check Appropriate Box(es)]

- that had not leaked previously has been recovered from the appliance or automobile or shipment of same delivered under the sale in accordance with 40 CFR § 82.155 (a) The refrigerant and/or any substitute has been recovered by:

Name: _____

Address: _____

Date Recovered: _____

- had "leaked out" (as defined in 40 CFR Part 82.155(b)(2)(iii)) from the appliance, automobile or shipment of same delivered under this sale prior to delivery and could not possibly be recovered.

Seller is executing this Agreement concurrently with delivery of scrap materials to Buyer.

Seller is not executing this Agreement concurrently with delivery of scrap materials to Buyer.

4. Buyer shall have the right, but not the obligation, to inspect any tendered material before accepting such material. If any material fails, in the opinion of Buyer, to conform to this agreement, Buyer may reject all material tendered; or, accept any conforming unit(s) and reject the rest. In the event Buyer rejects any material, Seller shall immediately: remove the rejected material from Buyer's property; and, return to Buyer the amount paid by Buyer for the respective material.
5. Seller further agrees to indemnify and hold Buyer harmless from any claim, penalty, fine, fee, cost, attorney's fees, or other liability resulting in whole or in part from Seller's breach of this contract or any of the certifications herein.

BUYER:

By: Michelle Luoma

Print Name: Michelle Luoma

SELLER:

By: _____

Print Name: CITY OF WILLOWICK SERVICE DEPT

Its: Authorized Representative

SEE ATTACHED FOR NOTICE OF CLEAN AIR ACT RULE

§ 82.155 Safe disposal of appliances.

Until January 1, 2018, this section applies only to disposal of appliances containing class I and class II refrigerants. Starting on January 1, 2018, this section applies to disposal of appliances containing any class I or class II refrigerant or any non-exempt substitute refrigerant.

(a) Persons recovering refrigerant from a small appliance, MVAC, or MVAGlike appliance for purposes of disposal of these appliances must evacuate refrigerant to the levels in § 82.156(b) through (d) using recovery equipment that meets the standards in § 82.158(e) through (g), or 40 CFR part 82 subpart B, as applicable.

(b) The final processor - i.e., persons who take the final step in the disposal process (including but not limited to scrap recyclers and landfill operators) of a small appliance, MVAC, or MVAGlike appliance - must either:

(1) Recover any remaining refrigerant from the appliance in accordance with paragraph (a) of this section; or

(2) Verify using a signed statement or a contract that all refrigerant that had not leaked previously has been recovered from the appliance or shipment of appliances in accordance with paragraph (a) of this section. If using a signed statement, it must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered. If using a signed contract between the supplier and the final processor, it must either state that the supplier will recover any remaining refrigerant from the appliance or shipment of appliances in accordance with paragraph (a) of this section prior to delivery or verify that the refrigerant had been properly recovered prior to receipt by the supplier.

(i) It is a violation of this subpart to accept a signed statement or contract if the person receiving the statement or contract knew or had reason to know that the signed statement or contract is false.

(ii) The final processor must notify suppliers of appliances that refrigerant must be properly recovered in accordance with paragraph (a) of this section before delivery of the items to the facility. The form of this notification may be signs, letters to suppliers, or other equivalent means.

(iii) If all the refrigerant has leaked out of the appliance, the final processor must obtain a signed statement that all the refrigerant in the appliance had leaked out prior to delivery to the final processor and recovery is not possible. "Leaked out" in this context means those situations in which the refrigerant has escaped because of system failures, accidents, or other unavoidable occurrences not caused by a person's negligence or deliberate acts such as cutting refrigerant lines.

(c) Recordkeeping. The final processor of a small appliance, MVAC, or MVAGlike appliance must keep a copy of all the signed statements or contracts obtained under paragraph (b)(2) of this section on site, in hard copy or in electronic format, for three years.

Seller shall be responsible for checking for rule updates and modifications.