



# RECLAMATION FILL SOURCE APPROVAL INFORMATION SHEET

Please complete, sign and submit this form with any relevant environmental due diligence information pertaining to the fill site and submit to [dumphere@telfordrecycling.com](mailto:dumphere@telfordrecycling.com).

## CONTRACTOR/CUSTOMER INFORMATION:

Contact Name:\* Title:  
 Company:\* Address:\*  
 City:\* State:\* Zip:\*  
 Phone:\* Email:\* Customer Number:

## JOBSITE/MATERIAL INFORMATION:

Property/Project of Origin:\* Property Owner:\*  
 Property Address:\* City:\* State:\* Zip:\*  
 Receiving Facility:\* Start Date: End Date: Estimated Volume (CY):\*

Materials Description: (please fill out and check all that apply to the generating site)\*

- Industrial/Commercial     Underground Tanks     Act 2/Superfund     Known Release/Spill

I, the undersigned, a duly authorized official or representative of the company or entity listed above, certify that the fill material requested to be delivered to the Receiving Facility referenced above for use in reclamation meets the definition of Reclamation Fill (formerly "clean fill") as stated below, and that the fill material was derived from the property/project listed above.

For purposes of this Agreement, "Reclamation Fill" means uncontaminated, non-water-soluble, non-decomposable, inert solid material including: (a) soil; (b) rock; (c)stone; (d) gravel; (e) unused bricks (provided no painted surfaces); (f) block and concrete (provided no painted surfaces); (g) block and concrete containing metal internally, which shall mean that all metal shall be removed from the surface of the block and/or concrete so that only rebar or other metals that are embedded in the concrete remain; and (h) incidental asphalt in an amount of 25% or less on average in any one load by volume..

Customer shall not deliver to or dispose of at the Facility any materials that do not meet the definition of Reclamation Fill, including, without limitation, materials containing: wood; plaster; metals (except as provided in the definition of Reclamation Fill); asphaltic substances (including, but not limited to shingles/roofing materials) that do not qualify as incidental asphalt under the definition of Reclamation Fill; bricks, blocks, or concrete with painted surfaces; tile; plastic; fiberglass; refractory brick; fly ash; dredged materials; other materials that are not free or separate of materials meeting the definition of waste under applicable regulations; or other materials that do not meet the definition of Reclamation Fill or the requirements of the Facility.

Volumes of materials exceeding 3,000 yards from a single source must undergo laboratory analysis per the methodologies referenced in PA DEP Reclamation Fill Technical Guidance 563-2000-301, and pre-approved by the Facility and Department of Environmental Protection -- Bureau of Mining and Reclamation -- Pottsville District office before importation of the first load. Small sources (<3,000 yards) must be reviewed and self-certified by the facility or their agents prior to import. please allow at least 24 hours for review.

Customer certifies that all materials brought to the Facility meet the definition of "Reclamation Fill" and the other requirements of this Section 1 and otherwise satisfy the standards established by the DEP for Reclamation Fill. The Customer is and shall remain liable for any material brought to and/or disposed of at the Facility that does not qualify as Reclamation Fill or meet the requirements of this Section 1 (collectively, "Non-Reclamation Fill"). Any Non-Reclamation Fill material discovered after the Customer has left the Facility may be reloaded by the Facility and properly disposed of at the Customer's cost. Customer shall reimburse TRM upon demand for all damages, penalties, fines, costs and expenses (including without limitation, attorney's fees) of any kind or nature incurred by TRM, its contractors and/or the Facility arising out of, related to or in connection with the disposal of Non-Reclamation Fill materials at the Facility and/or the proper disposal of Non-Reclamation Fill materials and any other materials affected thereby.

TRM has the right, in its sole discretion, to reject any materials with or without cause or for any reason or no reason whatsoever.

Name:\* Title:  
 Company:\*

*NOTE: To sign digitally, type your full name in the signature box and provide initials to signify acceptance of all terms and conditions.*

\* By signing below, the Customer acknowledges and agrees to this Agreement on behalf of Customer and the driver, and Customer further certifies that: (a) the material requested to be delivered to the Facility meets the definition of "Reclamation Fill" and meets the other requirements of this Agreement, and (b) the material was derived from the property/project listed above and this document consists of 3 pages and that the Terms & Conditions contained on Page 2 (the reverse side of this page) and Page 3 (the accompanying page) are a part and incorporated into this document. Initial here:\*

\* I DECLARE under penalty of perjury, under the laws of the Commonwealth of Pennsylvania, that all statements contained in the information sheet and any accompanying documents are true and correct. Also, electronic and/or facsimile signatures are acknowledged and agreed to bind signer. Initial here:\*

Signature:\* Date:\*

**THIS FORM MUST BE SUBMITTED TO THE RECEIVING FACILITY FOR REVIEW AND APPROVAL BEFORE THE FIRST LOAD OF MATERIAL MAY BE DELIVERED. UNREVIEWED/UNAPPROVED MATERIALS WILL NOT BE PERMITTED TO TIP AT ANY FACILITY.**

FOR OFFICE USE ONLY:

\*required field

## TERMS & CONDITIONS

Please complete, sign and submit this form with any relevant environmental due diligence information pertaining to the fill site and submit to

**dumphere@telfordrecycling.com.**

### 1. Fill Materials

- a. ONLY RECLAMATION FILL MATERIALS CAN AND WILL BE ACCEPTED. Customer certifies that all materials brought to the Receiving Facility meet the reclamation fill standards established by the Pennsylvania Department of Environmental Protection, and all applicable site specific permit conditions and requirements.
- b. Telford Recycling Materials, (TRM) reserves the Reclamation right to require up-front laboratory analyses, at the Customer's expense, of materials prior to delivery to the Receiving Facility. TRM will have the right to screen loads delivered and to collect samples as required by TRM, the Commonwealth of Pennsylvania Department of Environmental Protection and/or other governmental agencies. Materials deemed by TRM, in its sole discretion, not meeting the Reclamation Fill criteria will be rejected by TRM has the right to reject any Reclamation Fill materials for any reason or no reason whatsoever. Any materials rejected by TRM, shall be immediately removed from the property by the shipper. Any impacted (non- clean) materials or materials otherwise rejected by TRM shall be reloaded onto the shipper's trucks at the Customer's cost and immediately removed from the property by the Customer.
- c. Customer shall remain liable for any non-reclamation fill material brought to and/or disposed of at the property. Any non-reclamation fill material discovered after the Customer has left the property may be reloaded by, TRM, and properly disposed of by TRM at the Customer's cost. Any costs and expense, including attorney's fees, incurred by TRM associated with the proper disposal of non-reclamation fill materials and any other materials affected thereby shall be paid by Customer immediately upon receipt of TRM's invoice.

### 2. Payment

- a. Customer shall pay all amounts due on all accounts Net 30 days. The Customer agrees to pay Finance Charges of 1.5% per month on all balances over 30 days. If it becomes necessary for the account to be placed with a third party for collection, Customer agrees to pay all costs resulting therefrom, including without limitation attorney's fees, collection fees, court costs and post judgement interest until the debt is paid. All accounts shall be due and payable in Telford, Bucks County, Pennsylvania. The laws of the Commonwealth of Pennsylvania shall be applicable to all actions arising under any agreement or transaction between Customer and Creditor or any other venue Creditor may elect at its sole discretion.
- b. The Customer agrees that the continued solvency of Customer is a precondition to any sale made by Creditor, and Customer agrees to provide to Creditor reasonable evidence that Customer is and remains solvent. The Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor, materials or services supplied by Creditor, shall be held in trust for the benefit of Creditor. The Customer agrees Customer has no interest in such Trust Funds held by anyone and to promptly account for and pay to Creditor all such Trust Funds, and furthermore, to irrevocably assign to Creditor any interest Customer may have in its Trust Fund accounts receivable.
- c. Credit availability, if approved, is limited to the terms of the separate Credit Application completed by or in connection with Customer, and such application shall become a part of this Agreement.
- d. The Customer agrees that Creditor, at its sole discretion, may apply any payment received from Customer in any manner against any debt owed to Creditor by Customer. In the event that from time to time Creditor may owe credits, refunds or other monies to Customer, such indebtedness may be applied at the sole discretion of Creditor to any of the Customer's open account balances

### 3. Access to the Facility; Responsibility for Material.

- a. Customer on behalf of itself and the driver of the truck which accesses the Facility, agrees that access to the Facility is provided to the driver and the Customer at their own risk, and neither TRM nor any of the other Indemnified Parties (defined below) accept responsibility for any accidents, injury, harm or damage to Customer, driver and/or their equipment. Customer shall comply with all safety and security requirements applicable to the Facility. To the fullest extent permitted by law, the Customer agrees to defend, indemnify and save harmless TRM, its agents, independent contractors and partners, and the parent and affiliated companies of any of the foregoing (collectively, "Indemnified Parties") from and against any and all Losses to the extent arising out of, related to or in connection with: (a) Non-Reclamation Fill and/or the proper removal and disposal of such Non-Reclamation Fill and any other materials affected thereby, and/or (b) personal injury, including death resulting therefrom, property damage, and/or both, but only to the extent caused in whole or in part by the Customer, the driver or any person or entity for whom the Customer or driver is responsible. It is expressly understood and agreed that the indemnity, defense and hold harmless obligations contained in this section cover claims by the Customer's or the driver's employees and that Customer expressly waives any defense to these obligations which may arise under the worker's compensation laws or similar laws of any state. For purposes of this Agreement, "Losses" means losses, liabilities, damages and claims, and all related costs and expenses (including, without limitation, reasonable legal fees and disbursements and costs and expenses of investigation and litigation, and costs of settlement, judgment, interest, fines and penalties.
- b. The Customer shall provide TRM, with a copy of the Reclamation Fill Certification covering the fill material it deposits at the Receiving Facility which certifies that the materials meet the definition of clean fill as described in PA DEP Technical Guidance Document No. 563-2000-301, and per the limitation and terms and conditions listed on the Reclamation Fill Source Information Form completed by Customer prior to delivery and will certify each load of materials delivered to the facility with an FP-001 provided by the facility.

Terms & Conditions continued on next page.

Initial here:\*

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Reviewed By: _____	Page 2 of 3
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**TERMS & CONDITIONS (Cont.)**

4. Agreement

- a. Customer shall indemnify, defend and hold harmless TRM, the owner of the Receiving Facility and their subsidiaries, affiliates and parent corporations, as applicable and their respective officers, directors, shareholders, lenders, employees, subcontractors and agents from and against any and all claims, suits, losses, liabilities, assessments, damages, fines, costs and expenses, including reasonable attorney's fees, and any inspection, testing, studies and/or analysis and the cost thereof, arising from, associated with or connected in any way to: (i) Customer and/or Customer's officers', directors', employees', agents', subcontractors', or representatives' activities, and/or operations; (ii) any materials transported to the Receiving Facility by Customer and/or Customer's employees, agents, haulers, transporters, subcontractors or representatives; (iii) any breach of this Agreement by Customer and/or any of Customer's officers, directors, employees, agents, subcontractors or representative; (iv) any negligence, negligent acts or intentional acts of the Customer, and/or Customers' employees, agents, haulers, transporters, subcontractors or representatives; (v) the collection, transportation and/or disposal of any materials transported to the Receiving Facility by Customer and/or Customer's employees, agents, haulers, transporters, subcontractors or representatives including, but not limited to materials originating from or connected in any way to the Property/Project of Origin; and (vi) any removal of any materials transported to the Receiving Facility by Customer and/or Customer's employees, agents, haulers, transporters, subcontractors or representatives. This indemnification and other obligations stated in this paragraph shall survive the termination of this Agreement.
- b. Rights of Refusal/Rejection. The Customer shall inspect all materials to be transported to the Receiving Facility at the place(s) of collection and shall remove any and all non-reclamation materials. Telford Recycling Materials, (TRM), has the right, at TRM's sole discretion, to refuse or to reject after acceptance, any load(s) of materials delivered to the Receiving Facility including, but not limited to, if TRM, believes the Customer has breached (or is breaching) its representations, warranties, covenants or agreements hereunder, or any applicable federal, state or local laws, regulations, rules or orders, even if only a portion of such material load is unacceptable. TRM shall have the right to inspect all vehicles, haulers and containers of materials. TRM's exercise, or failure to exercise, its rights hereunder shall not operate to relieve the Customer of its responsibilities or liability under this Agreement. The Customer shall be responsible for, and bear all reasonable expenses and damages incurred by TRM and/or the owner of the Receiving Facility as a result of the transporting of any materials to the Receiving Facility including, but not limited to the reloading and removal of materials transported to and/or disposed of at the Receiving Facility. The Owner, may also, in its sole discretion, require the Customer to promptly remove unacceptable materials.

**By their signature on Page 1 of this Reclamation Fill Source Approval Information Sheet, the Customer acknowledges and agrees to these terms and conditions on behalf of the driver and the Customer.**

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