



RECLAMATION FILL SOURCE
APPROVAL INFORMATION SHEET

Please complete, sign, and submit this form, along with any relevant environmental due diligence information pertaining to the fill source, to Heidelberg Materials Northeast LLC.

CUSTOMER/CONTRACTOR CONTACT INFORMATION

Company: Name & Title:
Address: Customer Number:
City: State: Postal Code:
Phone: Email:

JOBSITE/MATERIAL INFORMATION

Property/Project of Origin: Property Owner:
Property Address:
City: State: Postal Code:
Receiving Facility: Start Date: End Date: Estimated Volume (CY): Estimated # of Loads:
Stroudsburg, PA Quarry

DUE DILIGENCE/MATERIALS DESCRIPTION (please fill out & check all that apply to the generating site)

Materials Description:
[] Industrial/Commercial [] Residential [] Hospital/University [] Utility
[] ONLY uncontaminated soil [] ONLY brick, block, stone, concrete, rock, asphalt breakup [] Mix of the above

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.

Reclamation Fill means uncontaminated, non-water-soluble, non-decomposable, inert solid material, to include soil, rock, stone, gravel, brick (no painted surfaces), block and concrete (no painted surfaces), block and concrete containing metal internally (all metal shall be removed from the surface of the block and/or concrete so that only rebar or other metals that are imbedded in the concrete remains), and used, uncontaminated asphalt.

No materials containing wood, plaster, metals (other than described above), asphaltic substances (including, but not limited to, shingles/roofing materials), brick with painted surfaces, block or concrete with painted surfaces, tile, refractory brick, fly ash, dredged materials, or other materials that are not free or separate of materials meeting the definition of waste shall be accepted. No materials which are post-remediation or blended are acceptable.

Volumes of materials exceeding 3,000 cubic yards per year 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 Receiving Facility and Department of Environmental Protection - Bureau of Mining and Reclamation - Pottsville District office before importation of the first load. Small sources (<3,000 cubic yards) must be reviewed and self-certified by the Receiving Facility or their agents prior to import; please allow at least 24 hours for review.

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

- I ACKNOWLEDGE and AGREE to the Terms & Conditions provided below.
I DECLARE under penalty of perjury, under the laws of the Commonwealth of Pennsylvania, that all statements contained in this Reclamation Fill Source Approval Information Sheet and any accompanying documents are true and correct. Also, electronic and/or facsimile signatures are acknowledged and agreed to bind signer.

Name: Company: Title:
Signature: Date:

TERMS & CONDITIONS

1. **Reclamation Fill Materials.**
 - a. **Only reclamation fill materials will be accepted.** Customer/Contractor 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. "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.
 - c. Customer shall not deliver to or dispose of at the Receiving Facility any materials that do not meet the above 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 with painted surfaces; blocks or concrete with painted surfaces; tile; 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 Receiving Facility.
 - d. Heidelberg Materials Northeast LLC reserves the right to require up-front laboratory analyses, at the Customer's/Contractor's sole expense, of materials prior to delivery to the Receiving Facility. Heidelberg Materials Northeast LLC will have the right to screen loads delivered and to collect samples as required by Heidelberg Materials Northeast LLC, the Commonwealth of Pennsylvania, Department of Environmental Protection, or other governmental agencies.
 - e. **Heidelberg Materials Northeast LLC has the right to reject any materials for any reason. Materials deemed by Heidelberg Materials Northeast LLC, in its sole discretion, not meeting the Reclamation Fill criteria will also be rejected.** Any material rejected shall be immediately removed from the Receiving Facility by the shipper, at the Customer's/Contractor's expense.
 - f. **The Customer/Contractor is and shall remain liable for any material brought to and/or disposed of at the Receiving Facility that does not qualify as Reclamation Fill or fails meet the requirements of these terms and conditions (collectively, "Non-Reclamation Fill").** Any Non-Reclamation Fill material discovered after the Customer/Contractor or its shipper has left the Receiving Facility may be reloaded and properly disposed of by Heidelberg Materials Northeast LLC at the Customer's/Contractor's sole expense. Customer/Contractor shall reimburse Heidelberg Materials Northeast LLC upon demand for all damages, penalties, fines, costs, and expenses (including attorney's fees) of any kind or nature incurred by Heidelberg Materials Northeast LLC, its contractors and/or the Receiving Facility, arising out of, related to, or in connection with the disposal of Non-Reclamation Fill materials at the Receiving Facility and/or the proper disposal of Non-Reclamation Fill materials and any other materials affected thereby.
2. **Payment.**
 - a. Payment is due in full without retention Net 30 Invoice. Heidelberg Materials Northeast LLC may, in its discretion, impose a late fee of 1.5% per month (18% per annum) on amounts unpaid after the due date.
 - b. The laws of the Commonwealth of Pennsylvania shall be applicable to all actions arising under any agreement or transaction between Customer/Contractor and Heidelberg Materials Northeast LLC.
3. **Access to the Receiving Facility.** Customer/Contractor on behalf of itself, its shipper, and the driver of the truck which accesses the Receiving Facility, agrees that access to the Receiving Facility is provided to the driver, shipper, and the Customer/Contractor at their own risk, and neither Heidelberg Materials Northeast LLC nor any of the other Indemnified Parties (defined below) accept responsibility for any accidents, injury, harm, or damage to Customer/Contractor, shipper, driver, and/or their equipment. Customer/Contractor shall comply with all safety and security requirements applicable to the Receiving Facility, including Heidelberg Materials' Code of Conduct, a copy of which is made a part hereof and attached hereto as Exhibit "A."
4. **Indemnification.** To the fullest extent permitted by law, Customer/Contractor agrees to defend, indemnify, and hold harmless Heidelberg Materials Northeast LLC, its parents, subsidiaries, affiliates, and their respective officers, directors, shareholders, employees, subcontractors, agents, independent contractors, and partners (collectively, "Indemnified Parties") 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, related to, or connected in any way to: (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, property damage, and/or both, caused in whole or in part by the Customer/Contractor, its shipper, the driver or any person or entity for whom the Customer/Contractor, shipper, and/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/Contractor's, shipper's, and/or the driver's employees, and that Customer/Contractor expressly waives any defense to these obligations which may arise under the worker's compensation laws or similar laws of any state.