

Application for Incoming Fill Material

Form must be completed in full to be approved

Contractor/Client Information (Bill to):

Name: _____ Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Phone #: _____ Fax #: _____

Excavation Location:

(Must provide full address. If roadway projects, provide nearest addresses for limits of excavation.)

Address: _____ City: _____ State: _____ Zip Code: _____

Subject Land Use is: Residential Commercial Industrial Roadway Project

Property Owner Name: _____ Phone: _____

Mailing Address (if different): _____

Anticipated Load Quantity: _____ Anticipated Start Date: _____

Type of Fill Material (Check all that apply)

Uncontaminated Soil **Provide applicable certification:

** Form 662 = Source Site Certification by Owner/Operator (with proper documentation that source site is not impacted)

** Form 663 = Source Site Certification by LPE/LPG (with proper documentation that source site is not impacted)

Forms are online at the Illinois EPA's website:

(<http://www.epa.illinois.gov/topics/waste-management/waste-disposal/ccdd/index>)

Uncontaminated Concrete w/o Protruding Metal Painted Concrete (**Need 667 Certification**)

Brick Stone Asphalt Pavement Other (Specify) _____

Current Land Use of Subject Property: _____

Project Details/Scope of Work (Please be specific): _____

Please list the hauling companies that will be used in connection with this project:

1. _____ 2. _____
3. _____ 4. _____

By signing this document, you warrant that the fill material proposed above conforms with the Clean Construction and Demolition Debris definition as defined in 415 ILCS 5/3 and that you are in agreement with the special terms and conditions presented on the back side of this form (if any).

This Agreement is accepted by:

Name/Title

Signature

Date

Plano Clean Fill CCDD, LLC

3929 Needham Rd. Plano, IL 60545
Phone: (630) 273-8122 Fax: (855) 299-5827

TERMS AND CONDITIONS

In connection with the enclosed project, CCDD Fill Material will be removed from the site and customer and generator desire to place the fill material at the Plano Clean Fill facility.

Material accepted by Plano Clean Fill will be used as CCDD fill material at the Plano Clean Fill facility. The material provided by the Generator must qualify as "Clean Construction and Demolition Debris" as defined in 415 Illinois Compiled Statutes 5/3.78a, as amended from time to time and is not subject to any federal, state, or local treatment or remedial requirements or disposal restrictions. "Clean Construction and Demolition Debris" (CCDD) Fill Material means uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement, dirt or sand generated from construction or demolition activities. Any soil materials offered for acceptance at Plano Clean Fill, the customer/generator certifies that the materials meet the definition of uncontaminated soil in accordance with PA 96-1416 and the applicable certification will be provided as required.

Customer and Generator hereby certify that the fill material from the Site is uncontaminated CCDD Fill Material and only CCDD Fill Material. Customer and Generator represent and warrant that the fill material does not contain and will not release any hazardous materials which would require investigation, monitoring, clean-up, remediation, containment, restoration, removal, governmental notification, ore remediation under any applicable federal, state, or local laws or regulation. "Hazardous Materials" means any hazardous or toxic substance, material, pollutant or waste which is regulated by any governmental agency of the State of Illinois or the United States, laws or regulations of the State of Illinois and/or the United States, including without limitation, any material or substance which contains (i) hydrocarbons of any kind, including but not limited to gas, oil, and similar petroleum products other than reclaimed asphalt, (ii) asbestos, or (iii) PCB's.

At its sole discretion, Plano Clean Fill may require the Customer or Generator to complete analysis of the materials proposed for acceptance. Analysis and screening will follow limits established by the Maximum Allowable Concentration Table for Chemical Constituents in Uncontaminated Soil.

Customer or Generator shall indemnify, defend, and hold Plano Clean Fill, its manager and members, harmless of, and from, any liability for losses, claims, demands, suits, and judgements and any payment made in settlement thereof, including without limitation, all costs relating to any investigation, monitoring, clean-up, containment, final disposal, remediation and removal costs as a result of any breach of any representation or warranty made by Customer and/or Generator. This indemnification obligation shall survive the termination of this Agreement and shall continue so long as fill material is located at the Plano Clean Fill facility.

All loads will be subject to inspection by Plano Clean Fill prior to placement of fill material in the facility. Plano Clean Fill reserves the right to reject any loads that Plano Clean Fill, in its sole discretion, determines to be unacceptable. Plano Clean Fill shall have the right to terminate this Agreement in the event that Customer and/or Generator deliver any loads which would be in breach of the provisions of this Agreement or are otherwise in breach of the Agreement. If after placement, any loads of fill material are found to be in breach of the provisions of this Agreement, Plano Clean Fill shall have the right, at Customer's expense, to remove such fill material and dispose of the same in accordance with state and federal law. Plano Clean Fill shall provide Customer with notice of its intent to remove such material.

In consideration of the enclosed mutual covenants and agreements, Plano Clean Fill and Customer agree as follows:

Customer will pay to Plano Clean Fill a fee of \$_____ per load delivered to Plano Clean Fill facility by Customer, or in accordance with the schedule attached hereto if no per load fee is set forth above. Any customers bringing in soil fill materials, will be charged an additional \$2.00/load environmental fee. Standard terms of payment: net 30 days from date of invoice rendered via US Mail.