



Owner / Agency Acknowledgment Form

1. Generator / Project Information

Generator Name:	<input type="text"/>	8	Project Name:	<input type="text"/>	1
Generator Address:	<input type="text"/>	9	Location:	<input type="text"/>	2
City, State, Zip:	<input type="text"/>	10	State:	<input type="text"/>	3
Generator County:	<input type="text"/>	11	County:	<input type="text"/>	4
Generator Contact:	<input type="text"/>	12	Project Contact:	<input type="text"/>	5
Generator Phone #:	<input type="text"/>	13	Project Phone #:	<input type="text"/>	6
Generator Email:	<input type="text"/>	14	Project Email:	<input type="text"/>	7

2. Client Account Billing Information

Account Name:	<input type="text"/>	15	Account Contact:	<input type="text"/>	18
Account Address:	<input type="text"/>	16	Account Phone #:	<input type="text"/>	19
City, State, Zip:	<input type="text"/>	17	Account Email:	<input type="text"/>	20
			Transporter:	<input type="text"/>	21

3. Material Information

22 A. Estimated Quantity: Tons Cubic Yards

23 B. Common Fill* Materials:

Clean Tested Soils Urban Fill _____% Top Soil Rock Material

Other (specify): _____% Tunnel Rock

Rock greater than 12"

* Common fill material meeting the NJDEP Residential Direct Contact Soil Remediation Standards (RDCSR)

1. Is there any waste in the fill material?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. Is this material from a septic system location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. Is this material from a storage tank or tank farm location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4. Is this Material Historic Fill?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. Is this Material from a site in a Regulatory Program?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If Yes, provide Agency Name and Agency Case Number: _____

24 C. Please provide the Scope of Work that generated the proposed material and all relevant history of the site that may affect P Park's review and approval of material to be received:

25 D. How was this material sampled? In-Situ Ex-Situ Sampling Plan / Proposed Excavation Plan Included

26 E. Is analytical data attached? Yes No Summary Table included listing all NJDEP RDCSR parameters

27 F. The Site / Material Owner Certifies that the material being proposed for acceptance does not contain non-recyclable construction debris including wood, paper, rubber, municipal waste, or other highly organic material.

Yes No* (*If "No", please explain below):

4. Certification of Sampler (if applicable)

As an independent professional, I certify that the samples obtained as described in Sections 1 and 2 herein were obtained in accordance with the NJDEP sampling requirements (N.J.A.C. 7:26E-2) and that sample collection has been performed in accordance with the current Field Sampling Procedures Manual, NJDEP. (Note: Below information must be completed when sample data is provided)

Sampling Company: _____ 28 **Sampler Signature:** _____ 32
 Sampling Address: _____ 29 Sampler Contact Name: _____ 33
 City, State, Zip: _____ 30 Sampler Phone #: _____ 34
 Date: _____ 31 Sampler Email: _____ 35

5. Generator Certification

As owner of the above-described clean material, I warrant that to the best of my knowledge, the material is clean and consists only of those items described in Section 3 above. Furthermore, I certify that the material has been sampled and analyzed in accordance with N.J.A.C. 7:26E-2.1 and that sample collection has been performed in accordance with the current Field Sampling Procedures Manual, NJDEP.

Should, at any time after delivery, the material accepted by P Park NJ, LLC be found to be non-conforming to the information certified in this profile and represented by documentation attached hereto, it becomes the responsibility of the Generator/Agent to remove the waste from the designated P Park NJ, LLC facility within five (5) days of notification. Notification is to be verbal followed by written notification, overnight receipted. It is the Generator's/Agent's responsibility to abide by all Federal, State and Local regulations associated with the removal of their waste.

If the waste is not removed within the specified time period stated above, the said disposal shall be arranged by a P Park NJ, LLC representative and billed to the Generator/Agent at cost plus basis. Furthermore, the Generator/Agent will be responsible for any and all costs associated with the decontamination required by the P Park NJ, LLC facility that is related to the Generator's/Agent's material and all liability for such nonconforming waste shall revert to Generator/Agent.

Liability Acknowledgment: Please note that the owner of this material referenced in this application will be held liable for any factual misrepresentations regarding the quality, quantity, source, and condition of the fill material proposed for acceptance at the P Park NJ Facility.

Signature of Generator: _____ 36 Generator Address: _____ 38
 Generator Contact Name: _____ 37 City, State, Zip: _____ 39
 Date: _____ 40

6. Owner Information

Owner Name: _____ 41 Owner Address: _____ 46
 Contact Name: _____ 42 City, State, Zip: _____ 47
 Contact Title: _____ 43 Contact Phone #: _____ 48
 Owner Signature: _____ 44 Date: _____ 49
 Owner Printed Name: _____ 45

7. Agency Information

Agency Name: _____ 50 Agency Address: _____ 55
 Agency Contact Name: _____ 51 City, State, Zip: _____ 56
 Agency Contact Title: _____ 52 Agency Contact Phone #: _____ 57
Agency Signature: _____ 53 Agency Contact Email: _____ 58
 Agency Printed Name: _____ 54 Date: _____ 59

The aforementioned Owner / Agency acknowledges that excavated material from the above referenced project may be placed with P Park NJ, LLC located at 100 Planten Avenue, Prospect Park, NJ and that P. Park NJ, LLC is an eligible lienor on this Project under the Lien Law.



P Park NJ, LLC
Credit Card Authorization Form

Form 3A

Credit Card Holder's Information

Credit Card #: _____ Expiration Date: _____

Credit Card Type: [] American Express [] Visa [] MasterCard [] Discover

Personal Credit Card? [] Yes [] No

Credit Card Holder's Name: (as it appears on card) _____

Credit Card Holder's Signature: (as it appears on card) _____

Company Name / Corporate Card: (if applicable) _____

Are You The Credit Card Holder? [] Yes [] No

Credit Card Billing Address: _____

Street

City

State, Zip

Phone: 1 - () _____ - _____ Fax: 1 - () _____ - _____

Please specify the total amount (if known) or maximum amount to be charged:

Total Amount: \$ _____ Maximum Amount: \$ _____

In signing this document I _____, am stating that all of the information provided above is valid and true and that the information provided to P. Park NJ, LLC may be used as described. If in fact P. Park NJ, LLC is unable to utilize the credit card information that has been provided I will provide another means of payment and ensure the payment is made to P. Park NJ, LLC accordingly.

Signature of Guarantor: _____ Date: _____
(to match credit card holder's signature)

*In order for this document to be utilized, it must be accompanied by a legible copy of the front and back of the credit card being utilized in this transaction and a valid copy of the card holder's driver license. Thank you!



Credit Application

The undersigned hereby request Posillico Materials LLC to extend open account to:

Name/Address

Last:	First:	Middle Initial:	Title:
Name of Business:			
Address:		Email address:	
City:	State:	ZIP:	Phone:

Company Information

Type of Business:	In Business Since:		
Legal Form Under Which Business Operates:	Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/>		
Address	Tax I.D. Number:		
City:	State:	ZIP:	Phone:
If Division/Subsidiary, Name of Parent Company:	In Business Since:		
High Monthly Credit Desired:	Size of Project (Tons):		

Bank Reference

Institution Name:	Checking Account #:		
Address:	Email address:		
City:	State:	ZIP:	Phone:

Trade References

Company Name:	Contact:		
Address:	Email address:		
City:	State:	ZIP:	Phone:
Company Name:	Contact:		
Address:	Email address:		
City:	State:	ZIP:	Phone:
Company Name:	Contact:		
Address:	Email address:		
City:	State:	ZIP:	Phone:

Personal Guaranty

In consideration of the extension of credit and sale of materials or work to Applicant, the undersigned Guarantor hereby authorizes P.Park NJ LLC to obtain credit related information from any source regarding Guarantor and personally agrees to and guarantees each and all of the obligations of Applicant as set forth in this Application, including the full and timely payment by Applicant. This is a continuing and unconditional guaranty, which shall remain in effect until it is terminated in writing by P.Park NJ LLC.

I hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is to be used to determine the amount and conditions of the credit to be extended. Furthermore, I hereby authorize the financial institution and trade references listed in this credit application to release necessary information to P.Park NJ LLC for which credit is being applied for in order to verify the information contained herein.

Signature: _____

Date: _____



P. Park NJ, LLC
100 Planten Ave, Prospect Park, NJ 07508

AUTHORIZATION FOR RELEASE OF BANKING INFORMATION

TO: _____
(BANK NAME / BANK TELEPHONE #)

(BANK MAILING ADDRESS)

(CITY / STATE / ZIP)

ACCOUNT NUMBER(S) _____

RE: _____
(COMPANY NAME)

(COMPANY ADDRESS)

I hereby authorize release of banking information for the sole purpose of establishing or updating my account with P.Park NJ, LLC.

Sincerely,

(YOUR NAME)

(DATE)



INDEMNITY, HOLD HARMLESS AND INSURANCE

STANDARD TERMS

Re: P Park NJ Insurance Requirements

Dear Vendor,

As a valued vendor of P Park NJ, we are sending you this notification of a change to our Standard Agreement.

As a reminder, vendors who make deliveries to P Park NJ's property or who perform work on the project sites on behalf of P Park, NJ are asked to submit certificates of insurance to us, listing P Park, NJ as an "Additional Insured" along with the Owner and all others where required by written contract to be listed as additional insureds.

What you may not know is that coverage to us both can be denied if there is no signed agreement in place. If you read the certificate of Insurance, you will note that it states, "As per written Agreement" The purchase order serves as the legal agreement. In its stead, the attached document will act as the "Written Agreement" which will be left on file until canceled by you in writing. This may eliminate the need for us to generate documentation each time that we place an order with you.

In addition to the certificate of insurance, we will need to see the documentation that verifies that P Park, NJ is a covered entity under your policy. Therefore, please submit a copy of your endorsement page evidencing coverage. We prefer *Endorsement Form (CG 2038 & CG 2037* or their equivalents. The former is for Additional Insured for Ongoing Operations and the latter for Completed Operations. Please list P Park NJ on all the endorsement forms, as well as the Owner and all others where required by written contract are to be listed as an additional insured." In addition, we also require a copy of the policy Declaration and Forms page. We also require being named as an Additional Insured under your Auto Policy if you are making the delivery or will be having a vehicle on our property or project site.

Please fill out and sign our Standard Agreement and send it back to us as soon as possible, as well as the insurance documents. Please do not hesitate to call us with any questions.

Thank you.
Frank Franzini



INDEMNITY, HOLD HARMLESS AND INSURANCE

STANDARD TERMS

The undersigned person or entity (“Vendor”), desires to provide certain goods, materials, services and/or equipment to P Park, NJ LLC. (P Park NJ) as requested by P Park, NJ and to the extent Vendor provides such goods, materials, services and/or equipment (hereinafter referred to as the “Work”) and for good and valuable consideration for such Work, Vendor agrees as follows:

1. To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless P Park, NJ, its affiliates and related entities, shareholders, officers, directors, employees, agents and consultants and any other individual or entity whom the Joint venture is required to indemnify, defend or hold harmless, from and against any and all claims, damages, liens, judgments, losses, disputes, costs, expenses (including reasonable attorneys’ fees), actions, proceedings, demands and liabilities related to and/or arising from and out of the supply, transportation and/or delivery of material defects (seen or unseen), equipment or services furnished under this agreement or any negligent act or omission of Vendor or its servants, principals, officers, directors, consultants, agents, or employees. The Vendor’s obligations hereunder shall not be limited in any way by an amount or type of damage, compensation, or benefits payable under any insurance policy or by applicable workers compensation, disability or other similar employees’ benefits laws or acts.

2. At a minimum, Vendor shall procure and maintain (i) Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate, (ii) Business Auto Liability with limits of at least \$1,000,000 each accident, and (iii) Workers Compensation and Employers Liability Insurance limits of at least \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for injury by disease. The CGL and Auto policy shall name as additional insured: P Park, NJ, its affiliates and related entities and any other individual or entity whom P Park, NJ is required to name as an additional insured, and shall set forth that the coverage to be provided the additional insureds shall be primary coverage on a non-contributory basis. Vendor assumes all risk of loss for all of its materials, equipment and services until received and accepted by P Park, NJ. Upon request, Vendor shall provide P Park, NJ with the actual policies and endorsements evidencing that it obtained the insurances required hereunder.

3. Vendor Agrees and promises that during the term of this agreement, Vendor will not seek to propose terms and conditions within any of its agreements, invoices or shipping tickets which terms and conditions have the effect of modifying, altering or impairing the indemnity, hold harmless and insurance requirements set forth in this agreement. In the event that any such document does contain language inconsistent with the terms of this agreement, the terms and conditions herein shall govern.

4. This Agreement is continuing and shall be in full force and effect and shall be binding upon Vendor with respect to each and every instance of Work, unless this Agreement is specifically terminated in writing and signed P Park, NJ prior to the performance of the Work.

5. If any portion of this Agreement is ruled invalid for any reason, such ruling shall not affect the other portions of this Agreement, and all remaining covenants, terms and conditions of this Agreement shall remain in full force and effect. Vendor agrees that any State or Federal Court in the state where the Work is intended to be incorporated shall be a proper (but not exclusive) place of venue.

The Certificate of Insurance and Endorsements must name each entity that you are doing business with.

Dated this _____ day of _____, _____

Name of Vendor

Signature of Authorized Officer

Print Name & Title

Street Address

NON-HAZARDOUS
WASTE MANIFEST

1. Generator ID Number

2. Page 1 of

3. Emergency Response Phone

4. Waste Tracking Number

0000159

5. Generator's Name and Mailing Address

Generator's Site Address (if different than mailing address)

Generator's Phone:

6. Transporter 1 Company Name

U.S. EPA ID Number

7. Transporter 2 Company Name

U.S. EPA ID Number

8. Designated Facility Name and Site Address

U.S. EPA ID Number

Facility's Phone:

9. Waste Shipping Name and Description

10. Containers

11. Total Quantity

12. Unit Wt./Vol.

No.

Type

1.

2.

3.

4.

13. Special Handling Instructions and Additional Information

14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name

Signature

Month Day Year

15. International Shipments

Import to U.S.

Export from U.S.

Port of entry/exit:

Transporter Signature (for exports only):

Date leaving U.S.:

16. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name

Signature

Month Day Year

Transporter 2 Printed/Typed Name

Signature

Month Day Year

17. Discrepancy

17a. Discrepancy Indication Space

Quantity

Type

Residue

Partial Rejection

Full Rejection

Manifest Reference Number:

17b. Alternate Facility (or Generator)

U.S. EPA ID Number

Facility's Phone:

17c. Signature of Alternate Facility (or Generator)

Month Day Year

18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a

Printed/Typed Name

Signature

Month Day Year

GENERATOR

INT'L

TRANSPORTER

DESIGNATED FACILITY