RECEIPT DATE 07/29/24	No. 654523
RECEIVED FROM Voyager Trucking Corp	\$950,00
Nine hundred fifty and 135	DOLLARS
SFOR RENT DE-SW-1622	
ACCOUNT CASH	
PAYMENT PAYMENT FROM 1440S	то
BAL. DUE ORDER CREDIT CARD BY	3-



# STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL DIVISION OF WASTE AND HAZARDOUS SUBSTANCES COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY DOVER, DELAWARE 19901

1.

☐ Five Years - \$275.00

## RECEIVED

JUL 29 2024

DNREC - WHS

TELEPHONE: (302)739-9403 FAX: (302)739-5060

## SOLID WASTE TRANSPORTER PERMIT APPLICATION

Language Preference: English

**Instructions:** You must complete this application in its entirety and attach all applicable documentation. (**Note:** For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "State of Delaware" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
89 Kings Highway
Dover, DE 19901

Type of Permit  New - SCRAP TIRES ONLY Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.				
New − ALL OTHERS Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.				
Renewal: Permit # DE-SW- 1622	Expiration Date <u>09/30/2024</u>			
Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.				
SCRAP TIRES ONLY	ALL OTHERS			
☐ One Year - \$75.00	☐ One Year - \$350.00			
☐ Two Years - \$125.00	☐ Two Years - \$650.00			
☐ Three Years - \$175.00	▼ Three Years - \$950.00			
☐ Four Years - \$225.00	☐ Four Years - \$1250.00			

☐ Five Years - \$1550.00

## 2. Release to Public

	you wish to be included on the list of transpo aware permitted solid waste transporters?	rters that is provided to persons requesting a list of Yes  No
3. Con	npany Information	
Con	npany Name Voyager Trucking Corp	
Location	n Address:	Mailing Address:
451 Fre	elinghuysen Avenue, Newark, NJ 07114	451 Frelinghuysen Avenue, Newark, NJ 07114
Contact:	Thomas DiDonato Titl	e: President
Business	s Phone: (973) 589-3444 Fax	x: (973) 589-3447
E-mail:	tom@voyagertrucking.com	
24 hr Er	mergency Contact Phone: (646)703-2718	
4. Con	npany Ownership Information	
(a).	Please indicate the company type:  ☐ Proprietorship ☐ Partnership ☐ Corporation - If company is a corporation	on, indicate city, state, and date of incorporation.
	City: West New York  Municipality Public institution Limited Liability Corporation (LLC) St Other: (must specify)	Date: 04/07/1995
(b).		ficer, attach a list with name, title, mailing address, I stockholders owning greater than 5% outstanding
	✓ Attachment	
(c).	If company is owned by or affiliated with a address & mailing address, and % ownersh	parent company, attach parent company name, ip.
	✓ Attachment  No parent company	

Solid Waste Transporter Application Page  ${\bf 3}$  of  ${\bf 6}$ 

5.	Company locations in Delaware
	List name and <u>street</u> address of each company location, including freight terminals, within the State of Delaware.
	☐ Attachment No Delaware locations
6.	Company Affiliates
	List name, location and mailing addresses, nature of business relationship of all company Affiliates which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners corporate officers, or parent company.)
	✓ Attachment  No affiliates
7.	Type of Waste to be Transported
	(a). Check all that apply. Refer to Delaware's Regulations Governing Solid Waste for definitions of waste categories.
	☐ Residential waste   ☐ Commercial waste (from non-manufacturing, non-processing businesses and offices   ☐ Industrial waste (from a manufacturing or industrial process)   ☐ Dry waste: ☐ construction/demolition debris   ☐ trees/stumps ☐ other (must specify)   ☐ Ash: ☐ municipal incinerator   ☐ coal ash ☐ other (must specify)   ☐ Infectious waste ☐ Non-hazardous petroleum-hydrocarbon contaminated soils   ☐ Asbestos-containing waste
	☐ Scrap Tires
	(b). Does your company collect and transport residential (household) waste from single family homes condominiums and apartment complexes in Delaware? ☐ Yes ☑ No
	(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☐ No ☐ N/A
	(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers?   Yes No
	(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill?   Yes   No

Solid Waste Transporter Application Page  ${\bf 4}$  of  ${\bf 6}$ 

8.	Trea	tment, Storage, and Disposal Facilities	
	(a).	Do you cross state lines with the waste?	
	(b).	Identify in an attachment <b>all</b> solid waste Treatment, Storage, I Facilities and Transfer Stations to which the waste will be transfer.	
		☐ Delaware Solid Waste Authority locations: (attachment) ☐ Clean Earth of New Castle, Inc. (thermal treatment facilit ☐ Delaware Recyclable Products, Inc. (dry waste, commerce ☐ Other in-state solid waste facilities, including private facilities out of state solid waste TSD facilities: (attachment)	ial, industrial, and PHC-soils) lities: (attachment)
9.	Oth	er Transporter Permits	
	(a).	Attach a copy of your home state solid waste transporter perm home state.)	it. (N/A if Delaware is your
		✓ Attachment Not applicable-No transporter permit required for these so	lid waste types in our home state.
	(b).	List solid waste transporter permits held in other states.	
		✓ Attachment  No transporter permits in other states	
	(c).	Indicate your Federal DOT number and Motor Carrier number	r:
		DOT# <u>634411</u> MC#	N/A
		□ N/A If N/A, please provide an explanation, on the follow required to have a DOT or MC number.	ing page, as to why you are not
10.	Proo	required to have a DOT or MC number.  under FMCSA rules and regulations we are exempted from	
10.	The Dela Insur Depa	required to have a DOT or MC number.  under FMCSA rules and regulations we are exempted from with a MC #	s established in section 7.2.4 of be established by a Certificate of y other means approved by the ment of Natural Resources and
10.	The Delay Insur Deparement	required to have a DOT or MC number.  under FMCSA rules and regulations we are exempted from with a MC #  fof Financial Responsibility  transporter must submit proof of financial responsibility a ware's Regulations Governing Solid Waste. This proof may ance, with MCS-90 endorsement where applicable, or by rtment. (The Certificate of Insurance must identify the Depart	s established in section 7.2.4 of be established by a Certificate of y other means approved by the ment of Natural Resources and the certificate holder.)

(d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	FOR-HIRE INTERSTATE		ALL OTHERS
Residential Waste	\$750,000.00 + MC	S-90 🔲	\$350,000.00
Commercial Waste	\$750,000.00 + MC	S-90 🔲	\$350,000.00
Industrial Waste	\$750,000.00 + MC	S-90 🔲	\$350,000.00
Dry Waste	\$750,000.00 + MC	S-90 <b></b> ✓	\$350,000.00
Ash	\$750,000.00 + MC	S-90 🗆	\$350,000.00
Infectious Waste	\$1,000,000.00 + MC	S-90 🗌	\$750,000.00 + MCS-90
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MC	S-90 🗌	\$350,000.00
Asbestos	\$1,000,000.00 + MC3 (For Hire & Private		\$350,000.00
Scrap Tires Only	\$350,000.00		\$350,000.00

## 11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (Note: Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan must contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401, and (6) Cleanup and decontamination measures.

✓	Spill	Control	Plan: Attachment	

#### 12. Driver Training

IN SUMMARY OR OUTLINE FORM, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- (a). Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- (b). Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- (c). Describe how drivers are instructed in the following:
  - (i) Knowledge of proper handling procedures for the type of solid waste being transported.
  - (ii) Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
  - (iii) Familiarity with the conditions of the solid waste transporter's permit.

✓	Driver	Training,	attachment	

## 13. Vehicle Identification

On the form provided with this application, list MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.) NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit. ✓ Vehicle List Attached 14. Vehicle Operator Information ✓ Yes Is a list of all vehicle operators attached? What tax form do you submit to the IRS for your vehicle operators? ✓ Form W-2 ☐ Form 1099-Misc ☐ Other 15. Environmental Record List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. Failure to submit complete and accurate information may lead to permit denial or revocation. ☐ Attachment ☑ No violations within the specified time period 16. Certification I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information. \*\*Signature Date Print Name Thomas DiDonato Title President

<sup>\*\*</sup>A legal owner or corporate officer must sign the application\*\*

## **Application for Delaware Solid Waste Transporter Permit**

## 4. Company Ownership information

b. For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

Thomas Di Donato, President



80% Ownership

John Cronin, Vice President



10% Ownership

Liam Tanelli, Chief Financial Officer



10% Ownership

## 6. Company Affiliates

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers or parent company).

Transfer Trailer Services Corp 451 Frelinghuysen Avenue Newark, NJ 07114 Waste Transportation Services PA/NJ Thomas Di Donato, President **8.** (b) Identify in an attachment all solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.

Mazza & Sons Inc. 3230 Shafto Rd. Tinton Falls, NJ 07753

Delaware Recyclable (DRPI) 198 Marshall Lane New Castle, DE 19720

- 9. (a) State of New Jersey Department of Environmental Protection License is attached hereto;
  - (b) A Commonwealth of Pennsylvania Written Authorization for one of our tractors is attached hereto for your review.
- Certificate of Insurance is attached hereto.
- Spill Control and Safety Plan is attached hereto.
- 12. Training Procedure attached hereto.
- 13. Attached is our entire Tractor and Trailer listing.
- 14. Attached is our Vehicle Operators List
- 15. A list of all environmental violations to date are attached hereto.

This Certificate is Non-Transferable



CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

Department of Environmental Protection
Division of Solid & Hazardous Waste
Bureau of Planning & Licensing
401 East State Street, P.O. Box 420
Mail Code 401-02C
Trenton, New Jersey 08625

BOB MARTIN
Commissioner

## CERTIFICATE Of PUBLIC CONVENIENCE AND NECESSITY

HEREBY RE-ISSUED TO: VOYAGER TRUCKING CORP.

STREET ADDRESS 451 FRELINGHUYSEN AVENUE NEWARK, NEW JERSEY 07114

MAILING ADDRESS
451 FRELINGHUYSEN AVENUE
NEWARK, NEW JERSEY 07114

SW NUMBER: SW2900

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN N.J.S.A. 13:1E-1 ET SEO. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. CF2016-002

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

**RE-ISSUED** 

02/12/2016

ADDRESS CHANGE

Date of Re-Issue: 2-12-2016

Date of Issue: 03-23-2011

Seth Hackman, Utilities Supervisor Bureau of Planning & Licensing

## CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY DATA:

## **Solid Waste Number SW2900**

## Street Address / Mailing Address

Voyager Trucking Corp. 451 Frelinghuysen Avenue Newark, New Jersey 07114 Telephone: 973-589-3444

Fax: 973-589-3447

Contact: Thomas DiDonato, Owner/President

## Mail or FAX Any Changes To:

State of New Jersey
Dept. of Environmental Protection
Bureau of Planning & Licensing
401 East State Street, Mail Code 401-02C
P.O. Box 420
Trenton, NJ 08625

Telephone: 609-984-4250

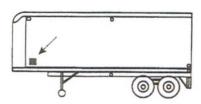
Fax: 609-777-1951

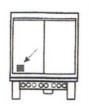
## FOR DECALS CALL (609) 292-7081

New Jersey State Law requires that all vehicles used in the collection or transportation of solid waste must carry the current NJDEP registration certification (cab card) in each solid waste vehicle. In accordance with N.J.A.C. 7:26-3.4(h) et seq., NJDEP is responsible for issuing solid waste registration decals. Decals must be affixed to all solid waste units prior to transport of waste to, from or within New Jersey or prior to the unit being placed into service or before receiving waste.

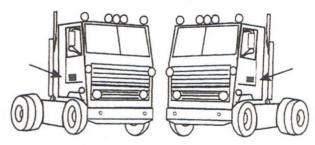
Trucks and Truck Tractors

Apply stickers to a clean, dry surface. It may take 24 hours for adhesive to reach full tack. Do not remove stickers once they are applied.





IS DOCUMENT INCLUDES PRINTED WATERMARK ON REVERSE. HOLD AT ANGLE TO VIEW.



Each qualified waste vehicle is issued two (2) stickers. Place the stickers on the vehicle as shown in the diagram.

249



# COMMONWEALTH OF PENNSYLVANIA Waste Transportation Safety Program Written Authorization

0731253322

Phone No. (973) 589-3444

VIN# 1XKZDK9X7PJ216332 WH0731 Expires Jun 2025

VOYAGER TRUCKING CORP. THOMAS DIDONATO 451 FRELINGHUYSEN AVE NEWARK, NJ 07114-1426 1332

THIS WRITTEN AUTHORIZATION MUST BE KEPT WITH THE WASTE TRANSPORTATION VEHICLE AT ALL TIMES.

If lost or damaged contact DEP immediately at 717-783-9258. A replacement fee is required.

Duplication or Photocopies of this original documentation are not valid.

## CAUTION! REMOVE STICKERS CAREFULLY.

DOCUMENT SECURITY BACKGROUND IS PRINTED IN BLUE INK ON WHITE PAPER & INCLUDES P

WHOT31

WHOT31

CAN TAKEDKOX7PJZ16332

PAWTINE STATEST STATEST

APPLICATION INSTRUCTIONS

1. Clean Surface To Which Sticker Will be Applied of Dirt, Grease or Oily Substances

2. Remove Sticker From Carrier Sheet.

3. Position Sticker, Then Press Firmly Until Tightly Affixed To Surface.



PEEL HERE

EL-250B

V-111.-111

Applied stickers take 24 hours to reach full tack



**IGEORGESCU** 

## **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

Н	MPORTANT: If the certificate holder f SUBROGATION IS WAIVED, subject his certificate does not confer rights to	t to	the	terms and conditions of	the po	licy, certain	policies may				
PRO	DDUCER				CONTA NAME:	СТ					
	iance Partners, LLC						68-1704		FAX	866	553-6202
	BOX 11227 attanooga, TN 37401				E-MAIL	es. certificat	tes@relian	cepartners.co		000	7000 0202
	attanooga, 11t or 40 !				ADDRE			RDING COVERAGE			NAIG#
								RDING COVERAGE			NAIC#
						RA: Wilshire					13234
INS	URED							nsurance Com			12537
	Voyager Trucking Corp dba	Voya	ager		INSURE	RC: OXFOR	D INSURA	NCE COMPAN	IY NC L	_C	16817
	451 Frelinghuysen Ave				INSURE	RD:					
	Newark, NJ 07114				INSURE	RE:					
					INSURE	RF:					
CO	VERAGES CERT	TIFIC	CATE	NUMBER:				REVISION NUM	MBER:		
C	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER POLIC	REMITAIN, CIES.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	NY CONTRAC THE POLICI REDUCED BY I	CT OR OTHER ES DESCRIB PAID CLAIMS	R DOCUMENT WIT	TH RESPE	CTT	O WHICH THIS
INSR	TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	S	
A	X COMMERCIAL GENERAL LIABILITY							EACH OCCURREN	CE	\$	1,000,000
	CLAIMS-MADE X OCCUR			BRK000193202		3/1/2024	3/1/2025	DAMAGE TO RENT PREMISES (Ea occi	ED	s	100,000
								MED EXP (Any one		s	
								PERSONAL & ADV		\$	1,000,000
	051W 400050475   WAT 4000   50 050										2,000,000
	X POLICY PRO- LOC							GENERAL AGGREC		\$	Included
								PRODUCTS - COMP	P/OP AGG	\$	moidada
-	OTHER:		-					COMBINED SINGLE	LIMIT	\$	250,000
В	AUTOMOBILE LIABILITY							(Ea accident)	- CHWIII	\$	350,000
	X ANY AUTO			NKM-519-24-NC-2		3/1/2024	3/1/2025	BODILY INJURY (Pe	er person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Pe		\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAG (Per accident)	GE .	s	
	X *AL/CONT XS				1					s	
C	UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	re .	s	650,000
	X EXCESS LIAB CLAIMS-MADE			519-24-NC-1		3/1/2024	3/1/2025	AGGREGATE	-	s	
	DED RETENTION \$							AGGREGATE			
	WORKERS COMPENSATION							PER STATUTE	OTH- ER	\$	
	AND EMPLOYERS' LIABILITY										
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDE	NT	\$	
						1		E.L. DISEASE - EA I	EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	ICY LIMIT	\$	
DES 'Au1	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE to Liability and Contingent Excess Hired	ES (A	CORD Liab	o 101, Additional Remarks Schedu Dility for Brokered Loads	ile, may b	e attached if more	e space is requir	ed)			
	ution Coverage										
	: BERKLEY INS CO										
	cy #: FEI-EIL-28182-00 n: 01/01/2021-10/31/2024										
	it: \$5,000,000										
	ATTACHED ACORD 101										
	DTIFICATE LICE DED				01111	ELL ATION		***************************************			
CE	RTIFICATE HOLDER				CANC	ELLATION					
	FOR INFORMATIONAL PURP	OSE	S O	NLY	THE	EXPIRATION	DATE TH	ESCRIBED POLIC EREOF, NOTICE Y PROVISIONS.			

ACORD 25 (2016/03)

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LOC #: 1

ACORD'

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Reliance Partners, LLC		NAMED INSURED Voyager Trucking Corp dba Voyager 451 Frelinghuysen Ave	
POLICY NUMBER SEE PAGE 1		Newark, NJ 07114	
CARRIER	NAIC CODE		
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

#### **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Property Coverage ICO: Lexington Ins Co Policy #: 026711269-02 Term: 10/31/2023-10/31/2024

Employers Practices Liability Coverage ICO: Travelers Casualty & Surety Co.

Policy #: 106781301

Term: 10/31/2023-10/31/2024

Limit: \$2,000,000

GL Excess Policy (\$2M xs \$2M)

ICO: Upland Specialty Policy #: USXTL0572524 Term: 03/01/2024-03/01/2025 Limit: \$2,000,000 xs \$2,000,000

Cargo Legal Coverage

ICO: BERKLEY FIRE & MARINE

Policy #: MIM 1082933

Term: 12/15/2023-12/15/2024 Limit: \$30,000 | Ded. \$5,000

Additional Named Insureds include:

Voyager Trucking Corporation, 109 Newark LLC, 129 Newark LLC, 429-451 Newark LLC, Newark Truck Center Corporation, Newark Truck Plaza LLC, Pulaski Logistics Services Corporation, Transfer Station Services, Inc., Transfer Trailer Services, Inc., Truck Permits Express Corporation, Gladiator Express Corporation, Sustainable Trailer LLC, Viaggio Global Corporation, Frontier Transport LLC, Pristine TSM LLC, Aventura Transport LLC

### SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
  - 1). Reflectors and/or flares
  - 2). Fire extinguisher
  - 3). First aid kit
  - 4). Heavy-duty gloves, hard hat
  - 5). Flashlight
  - 6). Triangles
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
  - 1). Discover unsafe conditions before they cause accidents or crashes
  - 2). Please see attached
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:

Name: John Costa, Safety Supervisor Phone: (646) 703-2718

(5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:

Delaware: 911, (302) 739-9401 or 1-800-662-8802

**New Jersey:** 911, Once such is contacted 911's dispatcher will make the appropriate phone calls including but not limited to NJ DEP and cleaning and/or towing facilities.

- (6) The designated coordinator will contract for clean-up services with another company. (This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.)
- (7) This plan will be carried in all vehicles, along with the permit.

Trainer's Name:				Truck Nur	nber	TrailerNumber
			Training	Proced	ure	
Driver's	s Name:				Cellphone:	
(Nombre	de conductor)				(Numero de Tele	fono)
Addres	s:					
Direccion	n		City(Cludad)	5	state(Estado)	Zip Code(Codigo postal)
•	License N	lo:		Sta	te	
	(Numero	de Licensia)		(Est	ado)	
the test		d that he/she				whether the driver who takes ment that the motor carrier
Poor Pobre	Satisfactory Satisfactorio	Excellent Excelente				
	0	0	Pre-Trip inspection ( Demonstration of en (Inspeccion de vehiculo a refrigerante, frenos. De	nergency e ntes del viaje	quipment (Seccion 392.7) Ad	
0	0	0	Landing Gear, secure tarp, secured rear tra	ed trailer ag ailer door. ar", asegurar r	galnst moveme (acoplamiento y d no movimiento de	ncludes combinations. Int, rolling and unrolling of esacoplamiento de las la tralla, enrollar y desenrollar
0	0	0	proper trip paper-wo	ork as well a scedimiento d os "Transfer S	as landfill proc e los lugares dono tation", tambien d	as scale houses, obtain edure as safety gear, scale de se carga, por ejemplo que entender el procedimiento de o.)
O	0	0	docks.			g in scale houses and load no aproximar "scale house" y
0	0	a	Steering Directional	Control (Co	ntrol de la direcci	onal)
			Office Person	nal Use Oni	y	
Fuel K	ey Introduction	n	Paperwork Introduc	tion	Application &	W2 Paperwork

:

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE &	mfgr's
				STATE of REGISTRATION	GVWR
T128	TIT/2014	TRAILER	2TVTP1L20ED000128	TUN21D/NJ	80,000
T180	TIT/2011	TRAILER	2TVTP1L26CD000180	TJB15P/NJ	80,000
T210	TIT/2014	TRAILER	2TVTP1L27ED000210	TLC97N/NJ	80,000
T211	TIT/2014	TRAILER	2TVTP1L29ED000211	TPG57V/NJ	80,000
T212	TIT/2014	TRAILER	2TVTP1L20ED000212	TLC97N/NJ	80,000
T213	TIT/2014	TRAILER	2TVTP1L22ED000213	TRY78V/NJ	80,000
T214	TIT/2014	TRAILER	2TVTP1L24ED000214	TLC72N/NJ	80,000
T215	TIT/2014	TRAILER	2TVTP1L26ED000215	TLC71N/NJ	80,000
T216	TIT/2014	TRAILER	2TVTP1L28ED000216	TLC73N/NJ	80,000
T217	TIT/2012	TRAILER	2TVTP1L2XED000217	TRR45M/NJ	80,000
T218	TIT/2014	TRAILER	2TVTP1L21ED000218	TLC69N/NJ	80,000
T219	TIT/2014	TRAILER	2TVTP1L23ED000219	TLC68N/NJ	80,000
T285	TIT/2011	TRAILER	2TVTP1L20BD000285	TVT86N/NJ	80,000
T364	TIT/2013	TRAILER	2TVTP1L23DD000364	TRY66W/NJ	80,000
T365	TIT/2013	TRAILER	2TVTP1L25DD000365	TXF91Y/NJ	80,000
T366	TIT/2013	TRAILER	2TVTP1L27DD000366	TLB96F/NJ	80,000
T367	TIT/2013	TRAILER	2TVTP1L29DD000367	TLB99F/NJ	80,000
T368	TIT/2013	TRAILER	2TVTP1L20DD000368	TWW72Z/NJ	80,000
T369	TIT/2013	TRAILER	2TVTP1L22DD000369	TXM14A/NJ	80,000
T370	TIT/2013	TRAILER	2TVTP1L29DD000370	TLC71N/NJ	80,000
T371	TIT/2013	TRAILER	2TVTP1L20DD000371	TPT43N/NJ	80,000
T372	TIT/2013	TRAILER	2TVTP1L22DD000372	TUN51A/NJ	80,000
T373	TIT/2013	TRAILER	2TVTP1L24DD000373	TNK66H/NJ	80,000
T375	TIT/2013	TRAILER	2TVTP1L28DD000375	TPT54L/NJ	80,000
T376	TIT/2013	TRAILER	2TVTPIL2XDD000376	TLB25G/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE &	mfgr's
				STATE of REGISTRATION	GVWR
T377	TIT/2013	TRAILER	2TVP1L21DD000377	TYE53W/NJ	80,000
T378	TIT/2013	TRAILER	2TVTP1L23DD000378	TUN19A/NJ	80,000
T379	TIT/2013	TRAILER	2TVTP1L25DD000379	TWR29Z/NJ	80,000
T380	TIT/2013	TRAILER	2TVTP1L21DD000380	B45NKA/NJ	80,000
T381	TIT/2013	TRAILER	2TVTP1L23DD000381	TRR89K/NJ	80,000
T382	TIT/2013	TRAILER	2TVTP1L25DD000382	TUK82W/NJ	80,000
T383	TIT/2013	TRAILER	2TVTP1L27DD000383	TLB81G/NJ	80,000
T400	TIT/2013	TRAILER	2TVTP1L23DD000400	TNY26B/NJ	80,000
T401	TIT/2013	TRAILER	2TVTP1L25DD000401	TPT68L/NJ	80,000
T402	TIT/2013	TRAILER	2TVTP1L27DD000402	TLB85G/NJ	80,000
T524	TIT/2017	TRAILER	2TVTP482XHD000524	TXM18A/NJ	80,000
T525	TIT/2017	TRAILER	2TVTP4821HD000525	TRY61Z/NJ	80,000
T526	TIT/2017	TRAILER	2TVTP4823HD000526	TRY60Z/NJ	80,000
T527	TIT/2017	TRAILER	2TVTP4825HD000527	TUN57E/NJ	80,000
T528	TIT/2017	TRAILER	2TVTP4827HD000528	TRR73P/NJ	80,000
T529	TIT/2017	TRAILER	2TVTP4829HD000529	TRR74P/NJ	80,000
T530	TIT/2017	TRAILER	2TVTP4825HD000530	TRY59Z/NJ	80,000
T531	TIT/2017	TRAILER	2TVTP4827HD000531	TTE10J/NJ	80,000
T617	TIT/2016	TRAILER	2TVTP4828GD000617	TPY45S/NJ	80,000
T618	TIT/2016	TRAILER	2TVTP482XGD000618	TPY44S/NJ	80,000
T619	TIT/2016	TRAILER	2TVTP4821GD000619	TPT17L/NJ	80,000
T620	TIT/2016	TRAILER	2TVTP4828GD000620	TWR28Z/NJ	80,000
T621	TIT/2016	TRAILER	2TVTP482XGD000621	TUN14D/NJ	80,000
T622	TIT/2016	TRAILER	2TVTP4821GD000622	TXM15A/NJ	80,000
T623	TIT/2016	TRAILER	2TVTP4823GD000623	TPT19L/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE &	mfgr's
				STATE of REGISTRATION	GVWR
T624	TIT/2016	TRAILER	2TVTP4825GD000624	TPT18L/NJ	80,000
T625	TIT/2016	TRAILER	2TVTP4827GD000625	TPT16L/NJ	80,000
T626	TIT/2016	TRAILER	2TVTP4829GD000626	TPT15L/NJ	80,000
T675	EAS/2015	TRAILER	1E1Z2Y282FRO52675	TRR82L/NJ	80,000
TT67	TIT/2019	TRAILER	2TVTP4820KD000667	TUN94D/NJ	80,000
TT68	TIT/2019	TRAILER	2TVTP4822KD000668	TUN99D/NJ	80,000
TT69	TIT/2019	TRAILER	2TVTP4824KD000669	TXM17A/NJ	80,000
TT70	TIT/2019	TRAILER	2TVTP4820KD000670	TUN90D/NJ	80,000
TT71	TIT/2019	TRAILER	2TVTP4822KD000671	TUN91D/NJ	80,000
TT72	TIT/2019	TRAILER	2TVTP4824KD000672	TUN93D/NJ	80,000
TT73	TIT/2019	TRAILER	2TVTP4826KD000673	TUN92D/NJ	80,000
TT74	TIT/2019	TRAILER	2TVTP4828KD000674	TXM19A/NJ	80,000
TT75	TIT/2019	TRAILER	2TVTP482XKD000675	TXF90Y/NJ	80,000
TT76	TIT/2019	TRAILER	2TVTP4821KD000676	TUN98D/NJ	80,000
VB649	TIT/2022	TRAILER	2TVTP4823ND000649	QA20KS/FL	80,000
VB650	TIT/2022	TRAILER	2TVTP482XND000650	QA39KT/FL	80,000
VB651	TIT/2022	TRAILER	2TVTP4821ND000651	QA21KT/FL	80,000
VW652	TIT/2022	TRAILER	2TVWF4823ND000652	QA44KT/FL	80,000
VW653	TIT/2022	TRAILER	2TVWF4825ND000653	QA43KT/FL	80,000
VW654	TIT/2022	TRAILER	2TVWF4827ND000654	QA42KT/FL	80,000
VW655	TIT/2022	TRAILER	2TVWF4829ND000655	QA41KT/FL	80,000
VW656	TIT/2022	TRAILER	2TVWF4820ND000656	QA40KT/FL	80,000
VW887	MAC/2023	TRAILER	5MAMN4826PW069887	QA71SL/FL	80,000
VW888	MAC/2023	TRAILER	5MAMN4828PW069888	QA85SL/FL	80,000
VW889	MAC/2023	TRAILER	5MAMN482XPW069889	TPT19L/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE & STATE of REGISTRATION	mfgr's GVWR
VW612	MAC/2023	TRAILER	5MAMN4827PW066612	QA90MY/FL	80,000
VW613	MAC/2023	TRAILER	5MAMN4829PW066613	QA99NT/FL	80,000
VW614	MAC/2023	TRAILER	5MAMN4829PW066614	QA92MY/FL	80,000
VW615	MAC/2023	TRAILER	5MAMN4822PW066615	QA93MY/FL	80,000
VW616	MAC/2023	TRAILER	5MAMN4824PW066616	QA94MY/FL	80,000
VW617	MAC/2023	TRAILER	5MAMN4826PW066617	QA93NT/FL	80,000
VW618	MAC/2023	TRAILER	5MAMN4828PW066618	QA94NT/FL	80,000
VW619	MAC/2023	TRAILER	5MAMN482XPW066619	QA95NT/FL	80,000
VW620	MAC/2023	TRAILER	5MAMN4826PW066620	QA96NT/FL	80,000
VW621	MAC/2023	TRAILER	5MAMN4828PW066621	QA97NT/FL	80,000
VW622	MAC/2023	TRAILER	5MAMN482XPW066622	QA98NT/FL	80,000
VW623	MAC/2023	TRAILER	5MAMN4821PW066623	QA91MY/FL	80,000
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MAKE - MODEL - YEAR	TYPE	VIN # (Serial Number)	LICENSE PLATE # and STATE of REGISTRATION	mfgr's GVWR	OWNERSHIP
KEN/2023	TRACTOR	1XKZDK9X7PJ216332	XC445G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X9PJ216333	XC444G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X0PJ216334	XC446G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X2PJ216335	XC447G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X4PJ216336	XC448G/FL	80,000	SUSTSAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X6PJ216337	XC449G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X8PJ216338	XC450G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9XXPJ216339	XC451G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X6PJ216340	XC452G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X8PJ216341	XC453G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9XXPJ216342	XC454G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X1PJ216343	XC455G/FL	80,000	SUSTAINABLE TRAILER LLC

## LIST OF VEHICLE OPERATOR

**Aaron Turner** 

Abel Colon

Adrian Woodley

Alexander Duran

Almalik Stewart

Alvaro Posso

Amable Perez-Holguin

Amaury Tejada De La Cruz

Angel Herrera Jerez

Anwar Johnson

Arquimedes Marmolejos

Carlos Hernan Luna Alcivar

Corey Clarke

Cory Richardson

Craig Bradley

Darlin Valdez

Demetrice Jenkins

Dennis Mercado

**Direk Williams** 

**Docely Lerissant** 

**Donald Ross** 

Edgardo Rivera

Eliezer Maysonet

Erick Gilchrist

Etanislao Gonzalez

**Evens Petit Frere** 

**Everton Webster** 

Faust Bruni Jr

Fitzroy Leonard

Francisco Rodriguez

Frank Williams

Freddy Luna

Henry James

Humza Abul-Haqq

Ishan Taneja

Jeffrey Bridges

Jihad Bey

John Rodriguez

Kareem Walker

Keith Hall

Kenneth Crawford

Kyle Champagnie

Lino Rosero

Luis Zabala

Manuel Calderon Barrera

Maurice Allen

Michael Schwartz

Michael Vincelli

Omar Agresott

Orlando Ross

Paul Roodner

**Quadrece Simmons** 

Quadri Priester

Ravinail hayes

Raymond Horne

Rolando Gil

Santos Quezada

Shane Smith

Tyrone Davis

Victor Sanchez

Valery Karpenkov

Vladimir Saintius

Walker Joseph

Willian Casares

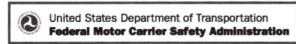
Yackie Diaz

OMB No.: 2126-0008	Expiration:	05/31	/2024
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LISDOT Number	Date Received: 03/05/2024	
USDOT Number:	Date Received: 03/03/2024	

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

## FORM MCS-90

Issued to "See attached list"	of "See attached list"
(Motor Carrier name)	(Motor Carrier state or province)
Dated at 8:30 am on this 5th day of March	
Amending Policy Number: NKM-519-24-NC-2 Effective	ve Date: <u>03/01/2024</u>
Name of Insurance Company: United Specialty Insurance Compa	
Countersigned by: (auth	norized company representative)
The policy to which this endorsement is attached provides primary or	excess insurance, as indicated for the limits shown (check only one):
This insurance is primary and the company shall not be liable for amounts in	excess of \$ 350,000.00 for each accident.
This insurance is excess and the company shall not be liable for amounts in exunderlying limit of \$ for each accident.	ccess of \$ for each accident in excess of the
Whenever required by the Federal Motor Carrier Safety Administration said policy and all its endorsements. The company also agrees, upon to to verify that the policy is in force as of a particular date. The telephone	elephone request by an authorized representative of the FMCSA,
Cancellation of this endorsement may be effected by the company or the other party (said 35 days notice to commence from the date the notand (2) if the insured is subject to the FMCSA's registration requirement the FMCSA (said 30 days notice to commence from the date the notice)	otice is mailed, proof of mailing shall be sufficient proof of notice), ts under 49 U.S.C. 13901, by providing thirty (30) days notice to

(continued on next page)

Filings must be transmitted online via the Internet at http://www.fmcsa.dot.gov/urs.

FORM MCS-90 OMB No.: 2126-0008 Expiration: 05/31/2024

### DEFINITIONS AS USED IN THIS ENDORSEMENT

**Accident** includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

**Motor Vehicle** means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

**Environmental Restoration** means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

(continued on next page)

## **SCHEDULE OF LIMITS — PUBLIC LIABILITY**

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

 $<sup>{}^*</sup>$ The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Issued To	Motor Carrier state	DOT
Voyager Trucking Corp.	NJ	634411
109 Newark LLC	NJ	N/A
129 Newark LLC	NJ	N/A
429-451 Newark LLC	NJ	N/A
Aventura Transport LLC	GA	3937975
Frontier Transport LLC	GA	3926986
Gladiators Express Corp	NJ	N/A
Newark Truck Center Corporation	NJ	N/A
Newark Truck Plaza LLC	NJ	N/A
Pristine TSM LLC	GA	N/A
Pulaski Logistics Services Corporation	NJ	N/A
Transfer Station Services, Inc.	NJ	N/A
Transfer Trailer Services, Inc.	NJ	N/A
Truck Permits Express Corporation	NJ	N/A

## Davis, DaQuan (DNREC)

From:

Janielle Bryant <Janielle@voyagertrucking.com>

Sent:

Monday, August 19, 2024 7:17 PM

To:

WHStransporters

Subject:

RE: Missing Information on Delaware Solid Waste Transporter Application

Attachments:

Revised Delaware Permit- Voyager Trucking.pdf

Hi DaQuan,

Please see attached the entire revised renewal documents for the Delaware Permit for Voyager Trucking.

Regards, Janielle

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> On Behalf Of WHStransporters

Sent: Thursday, August 8, 2024 10:20 AM

To: Janielle Bryant < Janielle@voyagertrucking.com>

Cc: Tom DiDonato <tom@voyagertrucking.com>; Michele DaSilva <mrossi@voyagertrucking.com>

Subject: RE: Missing Information on Delaware Solid Waste Transporter Application

Hi,

This information below is due Monday (August 12, 2024):

- Section 2: Please provide an answer for the release to the public section, yes or no.
- Section 10: The Certificate of Insurance needs to have the correct amount of automobile liability, which is
  750,000 since you're for-hire and interstate transporters. Also, update the Certificate Holder section with the
  address of the Department of Natural Resources and Environmental Control: 89 Kings HWY, Dover, DE 19901.
  Kindly correct the amount and certificate holder details and resend the Certificate of Insurance along with the
  MCS-90 form.
- Section 12: Complete the driver training by ensuring the driver is familiar with the Delaware Solid Waste permit, and spill control plan, and has any special licenses such as CDLs. Also, ensure the driver is aware of the company procedure for periodic checks of driving records.
- Section 13: Please include the ownership section and leasing agreements in the vehicle list. Provide the required agreement documentation.
- Section 16: Please have the owner(s) sign and date the application.

Please let me know if you have any questions.

Thank you, DaQuan Davis

From: Davis, DaQuan (DNREC) On Behalf Of WHStransporters

Sent: Wednesday, July 31, 2024 9:45 AM

To: 'Janielle Bryant' < Janielle@voyagertrucking.com>

Cc: Tom DiDonato <tom@voyagertrucking.com>; Michele DaSilva <mrossi@voyagertrucking.com>

Subject: Missing Information on Delaware Solid Waste Transporter Application

Thank you for submitting your application to renew your Delaware solid waste transporter permit. Upon review, I have found that some information is missing or needs to be updated. Please address the items listed below:

- Section 2: Please provide an answer for the release to the public section, yes or no.
- Section 10: The Certificate of Insurance needs to have the correct amount of automobile liability, which is
  750,000 since you're for-hire and interstate transporters. Also, update the Certificate Holder section with the
  address of the Department of Natural Resources and Environmental Control: 89 Kings HWY, Dover, DE 19901.
  Kindly correct the amount and certificate holder details and resend the Certificate of Insurance along with the
  MCS-90 form.
- Section 12: Complete the driver training by ensuring the driver is familiar with the Delaware Solid Waste permit, and spill control plan, and has any special licenses such as CDLs. Also, ensure the driver is aware of the company procedure for periodic checks of driving records.
- Section 13: Please include the ownership section and leasing agreements in the vehicle list. Provide the required agreement documentation.
- Section 16: Please have the owner(s) sign and date the application.

Please provide the information requested above via e-mail within five (5) days.

Thank you, DaQuan Davis



## DaQuan L. Davis

Environmental Scientist I

Division of Waste and Hazardous Substances

- 302-739-9403
- daquan.davis@delaware.gov
- 9 89 Kings Hwy SW, Dover, DE 19901
- dnrec.delaware.gov









## STATE OF DELAWARE DEPARTMENT OF NATURAL RESOURCES AND ENVIRONMENTAL CONTROL

## DIVISION OF WASTE AND HAZARDOUS SUBSTANCES COMPLIANCE AND PERMITTING SECTION

89 KINGS HIGHWAY DOVER, DELAWARE 19901

1.

TELEPHONE: (302)739-9403 Fax: (302)739-5060

#### SOLID WASTE TRANSPORTER PERMIT APPLICATION

Language Preference: English

Instructions: You must complete this application in its entirety and attach all applicable documentation. (Note: For applicants renewing an existing permit, this application requires the submission of updated information and documentation. References to material submitted under previous applications are no longer accepted.)

The application must be signed by the company owner or a corporate officer. A check or money order payable to the "State of Delaware" must accompany this application and be sent to:

Delaware Department of Natural Resources and Environmental Control
Compliance and Permitting Section
89 Kings Highway
Dover, DE 19901

Type of Permit  ☐ New - SCRAP TIRES ONLY Submit a check or money order, payable to the "State of Delaware," in the amount of \$75.00.						
New - ALL OTHERS Submit a check or money order, payable to the "State of Delaware" in the amount of \$350.00.						
Renewal: Permit # DE-SW- 1622 Expiration Date 09/30/2024						
Please indicate the term for which you desire your permit to be issued. Submit a check or money order, payable to the "State of Delaware," for the indicated permit fee.						
SCRAP TIRES ONLY	ALL OTHERS					
☐ One Year - \$75.00	☐ One Year - \$350.00					
☐ Two Years - \$125.00	☐ Two Years - \$650.00					
☐ Three Years - \$175.00	☑ Three Years - \$950.00					
☐ Four Years - \$225.00	☐ Four Years - \$1250.00					
☐ Five Years - \$275.00	☐ Five Years - \$1550.00					

Solid Waste Transporter Application Page 2 of 6

2.	Release to Public
	Do you wish to be included on the list of transporters that is provided to persons requesting a list of Delaware permitted solid waste transporters?  Yes  No
3.	Company Information

	mpany Information	
Con	npany Name Voyager Trucking Corp	
Location	n Address:	Mailing Address:
451 Fre	elinghuysen Avenue, Newark, NJ 07114	451 Frelinghuysen Avenue, Newark, NJ 07114
Contact	Thomas DiDonato Title	e: President
Business	s Phone: (973) 589-3444 Fax	<sub>K:</sub> (973) 589-3447
E-mail:	tom@voyagertrucking.com	
24 hr Er	mergency Contact Phone: (646)703-2718	
4. Con	npany Ownership Information	
(a).	Please indicate the company type:  ☐ Proprietorship ☐ Partnership ☐ Corporation - If company is a corporati	on, indicate city, state, and date of incorporation.
	City: West New York Star  Municipality Public institution Limited Liability Corporation (LLC) St Other: (must specify)	Date: 04/07/1995
(b).		ficer, attach a list with name, title, mailing address, stockholders owning greater than 5% outstanding
	Attachment	
(c).	If company is owned by or affiliated with a address & mailing address, and % ownership	parent company, attach parent company name, ip.
	Attachment  No parent company	

Solid Waste Transporter Application Page 3 of 6

5.	Company locations in Delaware
	List name and $\underline{street}$ address of each company location, including freight terminals, within the State of Delaware.
	Attachment No Delaware locations
6.	Company Affiliates
	List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers, or parent company.)
	✓ Attachment  No affiliates
7.	Type of Waste to be Transported
	(a). Check all that apply. Refer to Delaware's Regulations Governing Solid Waste for definitions of waste categories.
	Residential waste Commercial waste (from non-manufacturing, non-processing businesses and offices Industrial waste (from a manufacturing or industrial process) Dry waste: Toonstruction/demolition debris trees/stumps other (must specify)
	☐ Ash: ☐ municipal incinerator ☐ coal ash
	other (must specify)
	☐ Non-hazardous petroleum-hydrocarbon contaminated soils ☐ Asbestos-containing waste ☐ Scrap Tires
	(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware?
	(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers?   Yes No N/A
	(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers?   Yes  No
	(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill?  Yes  No

Solid Waste Transporter Application Page 4 of 6

8.	Tres	tment, Storage, and Disposal Facilities									
	(a).	Do you cross state lines with the waste?									
	(b).	<ol> <li>Identify in an attachment all solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.</li> </ol>									
		Delaware Solid Waste Authority locations: (attachment) Clean Earth of New Castle, Inc. (thermal treatment facility for PHC-soils) Delaware Recyclable Products, Inc. (dry waste, commercial, industrial, and PHC-soils) Other in-state solid waste facilities, including private facilities: (attachment) Out of state solid waste TSD facilities: (attachment)									
9.	Oth	er Transporter Permits									
	(a).	Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)									
		<ul> <li>✓ Attachment</li> <li>Not applicable-No transporter permit required for these solid waste types in our home state.</li> </ul>									
	(b).	List solid waste transporter permits held in other states.									
		Attachment No transporter permits in other states									
	(c).	Indicate your Federal DOT number and Motor Carrier number:									
		DOT# 634411 MC# N/A									
	N/A If N/A, please provide an explanation, on the following page, as to why you are not required to have a DOT or MC number.										
	under FMCSA rules and regulations we are exempted from having to acquire or operate with a MC #										
10.	Proo	f of Financial Responsibility									
• ••											
		transporter must submit proof of financial responsibility as established in section 7.2.4 of ware's Regulations Governing Solid Waste. This proof may be established by a Certificate of									
		ance, with MCS-90 endorsement where applicable, or by other means approved by the									
		rtment. (The Certificate of Insurance must identify the Department of Natural Resources and ronmental Control, Compliance and Permitting Section as the certificate holder.)									
	(a).	Are you for-hire in interstate commerce?  Yes  No (For-Hire means you are in the business of transporting, for compensation or payment, wastes generated by a company other than your own.)									
		Do you transport in the State of Delaware Only (Intrastate)? Yes Vo									
	(c).	Do you transport Interstate?									

(d). Certificate of Insurance must be attached and include minimum automobile liability coverage as follows:

	FOR-HIRE INTERSTAT	E	ALL OTHERS
Residential Waste	\$750,000.00 + MO	CS-90 🔲	\$350,000.00
Commercial Waste	\$750,000.00 + MO	CS-90 □	\$350,000.00
Industrial Waste	\$750,000.00 + MO	CS-90 □	\$350,000.00
Dry Waste	\$750,000.00 + MC	CS-90 <b></b>	\$350,000.00
Ash	\$750,000.00 + MC	CS-90 □	\$350,000.00
Infectious Waste	\$1,000,000.00 + MO	CS-90 🗆	\$750,000.00 + MCS-90
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MC	CS-90 □	\$350,000.00
Asbestos	\$1,000,000.00 + M( (For Hire & Priv		\$350,000.00
Scrap Tires Only	\$350,000.00		\$350,000.00

#### 11. Spill Control and Safety

List all spill control and safety equipment which will be carried on each vehicle. (Note: Separate lists by type of vehicle and type of waste may be required.) Attach a copy of the Spill Control Plan. The Spill Control Plan must contain the following elements: (1) List of safety and spill control equipment carried in the vehicle, (2) Driver preventive measures, (3) Driver immediate corrective actions, (4) Company internal communications, (5) Company external communications including the Delaware Emergency Reporting Numbers: 1-800-662-8802 and 302-739-9401, and (6) Cleanup and decontamination measures.

Spill Control Plan: Attachment		nment	Attacl	an:	P	Control	11	Spill	✓
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#### 12. Driver Training

IN SUMMARY OR OUTLINE FORM, describe the procedures that your company takes to ensure that all company drivers are safe and competent drivers. Small owner-operators may describe their years of experience and driving record in lieu of a formal program.

- (a). Include requirements for special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
- (b). Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points;
- (c). Describe how drivers are instructed in the following:
  - (i) Knowledge of proper handling procedures for the type of solid waste being transported.
  - (ii) Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
  - (iii) Familiarity with the conditions of the solid waste transporter's permit.

✓	Driver	Training,	attachment	
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#### 13. Vehicle Identification

15. Environmental Record

On the form provided with this application, list MAKE, MODEL, YEAR, SERIAL NUMBER, LICENSE PLATE NUMBER, STATE OF REGISTRATION, MANUFACTURER'S GVWR and OWNERSHIP of all vehicles used for the transportation of solid waste. You must list both motorized and container units. (If you maintain a list of company vehicles in a computer database you may submit a print out of the vehicles provided it contains the information requested herein.)

NOTE: You must notify CAPS in writing of any changes to information contained within this application, such as additions or deletions of vehicles, in accordance with conditions of the issued permit.

Vehicle List Attached

14. Vehicle Operator Information

Is a list of all vehicle operators attached?	☑ Yes
What tax form do you submit to the IRS for  ☐ Form W-2 ☐ Form 1099-Misc ☐ Other	your vehicle operators?

List all criminal citations, arrests, convictions, civil or administrative violations, and civil or administrative enforcement actions, and the disposition(s) thereof for the violation or alleged violation of any environmental statute, regulation, permit, license, approval, or order, regardless of the state in which it occurred. Indicate whether it was a local, state, or federal violation or alleged violation. List all such items for the applicant, and if the applicant is other than an individual, for any employee while employed by the applicant, or any partner, officer, or director of the applicant as an individual or for any former business of such partner, officer, or director. For civil or administrative violations or alleged violations, list all such items for the last five (5) years from the date of the application. Information submitted under this section is subject to verification. Failure to submit complete and accurate information may lead to permit denial or revocation.

	Att	achment_					
✓	No	violations	within	the s	pecified	time	period

#### 16. Certification

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this application and all attachments and that, upon personal knowledge and information, the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information.

**Signature	Thomas Di Donato	Date	1/31/24	
Print Name _	Thomas DiDonato	Title	President	

<sup>\*\*</sup>A legal owner or corporate officer must sign the application\*\*

#### **Application for Delaware Solid Waste Transporter Permit**

#### 4. Company Ownership information

b. For each Owner, Partner, or Corporate Officer, attach a list with name, title, mailing address, date of birth, and % ownership. Include all stockholders owning greater than 5% outstanding shares.

Thomas Di Donato, President

80% Ownership

John Cronin, Vice President

10% Ownership

Liam Tanelli, Chief Financial Officer

#### 6. Company Affiliates

10% Ownership

List name, location and mailing addresses, nature of business relationship of all company Affiliates, which affiliates are engaged in the business of waste transport, treatment, storage, disposal, recovery or reclamation. (Affiliated companies are defined as those companies owned by the same owners, corporate officers or parent company).

Transfer Trailer Services Corp 451 Frelinghuysen Avenue Newark, NJ 07114 Waste Transportation Services PA/NJ Thomas Di Donato, President 8. (b) Identify in an attachment all solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.

Mazza & Sons Inc. 3230 Shafto Rd. Tinton Falls, NJ 07753

Delaware Recyclable (DRPI) 198 Marshall Lane New Castle, DE 19720

- 9. (a) State of New Jersey Department of Environmental Protection License is attached hereto;
  - (b) A Commonwealth of Pennsylvania Written Authorization for one of our tractors is attached hereto for your review.
- 10. Certificate of Insurance is attached hereto.
- 11. Spill Control and Safety Plan is attached hereto.
- 12. Training Procedure attached hereto.
- 13. Attached is our entire Tractor and Trailer listing.
- 14. Attached is our Vehicle Operators List
- 15. A list of all environmental violations to date are attached hereto.

This Certificate is Non-Transferable



## State of New Jersey

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

Department of Environmental Protection
Division of Solid & Hazardous Waste
Bureau of Planning & Licensing
401 East State Street, P.O. Box 420
Mail Code 401-02C
Trenton, New Jersey 08625

BOB MARTIN Commissioner

## CERTIFICATE Of PUBLIC CONVENIENCE AND NECESSITY

HEREBY RE- ISSUED TO: VOYAGER TRUCKING CORP.

STREET ADDRESS 451 FRELINGHUYSEN AVENUE NEWARK, NEW JERSEY 07114

MAILING ADDRESS 451 FRELINGHUYSEN AVENUE NEWARK, NEW JERSEY 07114

SW NUMBER: SW2900

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN N.J.S.A. 13:1E-1 ET SEO. IN AND ABOUT THE STATE OF NEW JERSEY

The authority granted shall not exceed that requested in Docket No. CF2016-002

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE PROVISIONS OF N.J.S.A. 48:13A-1ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

**RE-ISSUED** 

02/12/2016

ADDRESS CHANGE

Date of Re-Issue: 2-12-2016

Date of Issue: 03-23-2011

Seth Hackman, Utilities Supervisor Bureau of Planning & Licensing

#### CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY DATA:

#### Solid Waste Number SW2908

#### Street Address / Mailing Address

Voyager Trucking Corp. 451 Frelinghuysen Avenue Newark, New Jersey 07114 Telephone: 973-589-3444

Fax: 973-589-3447

Contact: Thomas DiDonato, Owner/President

#### Mail or FAX Any Changes To:

State of New Jersey
Dept. of Environmental Protection
Bureau of Planning & Licensing
401 East State Street, Mail Code 401-02C
P.O. Box 420
Trenton, NJ 08625

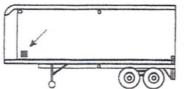
Telephone: 609-984-4250

Fax: 609-777-1951

## FOR DECALS CALL (609) 292-7081

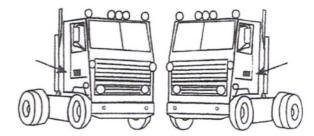
New Jersey State Law requires that all vehicles used in the collection or transportation of solid waste must carry the current NJDEP registration certification (cab card) in each solid waste vehicle. In accordance with N.J.A.C. 7:26-3.4(h) et seq., NJDEP is responsible for issuing solid waste registration decals. Decals must be affixed to all solid waste units prior to transport of waste to, from or within New Jersey or prior to the unit being placed into service or before receiving waste.

Apply stickers to a clean, dry surface. It may take 24 hours for adhesive to reach full tack. Do not remove stickers once they are applied.





Trucks and Truck Tractors



Each qualified waste vehicle is issued two (2) stickers. Place the stickers on the vehicle as shown in the diagram.

ENT INCLUDES PRINTED WATERWARK ON REVERSE, HOLD AT ANGLE TO VIEW.

249



# COMMONWEALTH OF PENNSYLVANIA Waste Transportation Safety Program Written Authorization

0731253322

Phone No. (973) 589-3444

VIN# 1XKZDK9X7PJ216332 WH0731 Expires Jun 2025

VOYAGER TRUCKING CORP. THOMAS DIDONATO 451 FRELINGHUYSEN AVE NEWARK, NJ 07114-1426 1332

THIS WRITTEN AUTHORIZATION MUST BE KEPT WITH THE WASTE TRANSPORTATION VEHICLE AT ALL TIMES.
If lost or damaged contact DEP immediately at 717-783-9258. A replacement fee is required.
Duplication or Photocopies of this original documentation

#### CAUTION! REMOVE STICKERS CAREFULLY.

PA WITS PARAMETERS OF THE PARA

Clean Surface To Which Sticker Will be Applied of Dirt, Grease or Oily Substances.
 Remove Sticker From Carrier Sheet.
 Position Sticker, Then Press Firmly Until Tightly Affixed To Surface.

APPLICATION INSTRUCTIONS



P-S25B



B

Applied stickers take 24 hours to reach full tack

#### IGEORGESCU

ACORD'

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Reliance Partners, LLC PO BOX 11227 PHONE (A/C, No, Ext): (877) 668-1704 F.MAIL ACCEPTANCE CONTROL (877) 668-1704 FAX (A/C, No): (866) 553-6202 Chattanooga, TN 37401 INSURER(S) AFFORDING COVERAGE NAIC # 13234 INSURER A : Wilshire Ins Co 12537 INSURED INSURER B : United Specialty Insurance Company INSURER C : OXFORD INSURANCE COMPANY NC LLC 16817 Voyager Trucking Corp dba Voyager 451 Frelinghuysen Ave INSURER D : Newark, NJ 07114 INSURER E : INSURER F: **COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP TYPE OF INSURANCE ADDL SUBR LIMITS POLICY NUMBER 1.000,000 X COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 CLAIMS-MADE X OCCUR BRK000193202 3/1/2024 3/1/2025 MED EXP (Any one person) 1.000,000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE Included PRO X POLICY PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT 750,000 AUTOMOBILE LIABILITY NKM-519-24-NC-2 3/1/2024 3/1/2025 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS AUTOS ONLY BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) HIRED AUTOS ONLY AL/CONT XS HIRED MON-GAMPE X 750,000 C X OCCUR **UMBRELLA LIAB** EACH OCCURRENCE 519-24-NC-1 3/1/2024 3/1/2025 X FXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ PER STATUTE OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\*Auto Liability and Contingent Excess Hired Auto Liability for Brokered Loads **Pollution Coverage** ICO: BERKLEY INS CO Policy #: FEI-EIL-28182-00 Term: 01/01/2021-10/31/2024 Limit: \$5,000,000 SEE ATTACHED ACORD 101 **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Department of Natural Resources and **Environmental Control** 89 Kings Highway AUTHORIZED REPRESENTATIVE Dover, DE 19901 Soft Other

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	•	•	_	u

AGENCY CUSTOMER ID: VOYATRU-02



LOC #: 1

#### **ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY		NAMED INSURED	
Reliance Partners, LLC		Voyager Trucking Corp dba Voyager 451 Frelinghuysen Ave	
POLICY NUMBER		Newark, NJ 07114	
SEE PAGE 1			
CARRIER	NAIC CODE	1	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

#### **ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Property Coverage ICO: Lexington Ins Co Policy #: 026711269-02 Term: 10/31/2023-10/31/2024

Employers Practices Liability Coverage ICO: Travelers Casualty & Surety Co.

Policy #: 106781301 Term: 10/31/2023-10/31/2024

Limit: \$2,000,000

GL Excess Policy (\$2M xs \$2M)

ICO: Upland Specialty Policy #: USXTL0572524 Term: 03/01/2024-03/01/2025 Limit: \$2,000,000 xs \$2,000,000

Cargo Legal Coverage

ICO: BERKLEY FIRE & MARINE

Policy #: MIM 1082933 Term: 12/15/2023-12/15/2024 Limit: \$30,000 | Ded. \$5,000

#### Additional Named Insureds include:

Voyager Trucking Corporation, 109 Newark LLC, 129 Newark LLC, 429-451 Newark LLC, Newark Truck Center Corporation, Newark Truck Plaza LLC, Pulaski Logistics Services Corporation, Transfer Station Services, Inc., Transfer Trailer Services, Inc., Truck Permits Express Corporation, Gladiator Express Corporation, Sustainable Trailer LLC, Viaggio Global Corporation, Frontier Transport LLC, Pristine TSM LLC, Aventura Transport LLC

#### SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
  - 1). Reflectors and/or flares
  - 2). Fire extinguisher
  - 3). First aid kit
  - 4). Heavy-duty gloves, hard hat
  - 5). Flashlight
  - 6). Triangles
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
  - 1). Discover unsafe conditions before they cause accidents or crashes
  - 2). Please see attached
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:

Name: John Costa, Safety Supervisor Phone: (646) 703-2718

(5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:

Delaware: 911, (302) 739-9401 or 1-800-662-8802

New Jersey: 911, Once such is contacted 911's dispatcher will make the appropriate phone calls including but not limited to NJ DEP and cleaning and/or towing facilities.

- (6) The designated coordinator will contract for clean-up services with another company. (This is optional, however, if another company is to be contracted, please append a list of cleanup companies by either region or state.)
- (7) This plan will be carried in all vehicles, along with the permit.

	r's Name:		· Truc	ck Number	TrailerNumber
			Training Pro	cedure	
	's Name:			Cellphone:	
(Nome:	re de conductor)			(Numero de Tele	tono)
Addre	ss:			•	i
Direccio	on		City(Cludod)	State(Estado)	Zip Code(Codigo postal)
•	License N	Vo:		State	
		de Licensia)		(Estado)	
Intends	to assign to him/l	her.	is capable of operating the vehi	and assessed and adopted	wind
Poor Pobre	Satisfactory Satisfactorio	Excellent Excelente			
	0	0	Pre-Trip inspection (Section Demonstration of emerge (Inspection de vehiculo antes de refrigerante, frenos. Demostra	ency equipment el vioje (Seccion 392.7) Ad	ceite, Correa, liquido
0	0	O	Coupling and uncoupling of Landing Gear, secured trailer of tarp, secured rear trailer of unidades como "land gear", aso la carpa, cerrar correctamente	iller against moverne door. (acoplamiento y d egurar no movimiento de	ent, rolling and unrolling esecoplamiento de las
0	0	0	Understand Transfer Stati proper trip paper-work as house. (Entander el procedim hacer cuando se llega a los "Tra "Landfills" por ejemplo el chale	s well as landfill proc liento de los lugares don Insfer Station", tambien	edure as safety gear, sca le se carga, por ejemplo que antander el procedimianto de
	0	Œ	Backing (in landfills (tippe docks.		g in scale houses and loa no aproximar "scale house" y
0			sues quuqe se causar)	marina, y parquiata, car	
0	0	0			onal)

.

MAKE - MODEL - YEAR	TYPE	VIN # (Serial Number)	LICENSE PLATE # and STATE of REGISTRATION	mfgr's GVWR	OWNERSHIP
KEN/2023	TRACTOR	1XKZDK9X7PJ216332	XC445G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X9PJ216333	XC444G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X0PJ216334	XC446G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X2PJ216335	XC447G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X4PJ216336	XC448G/FL	80,000	SUSTSAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X6PJ216337	XC449G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X8PJ216338	XC450G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9XXPJ216339	XC451G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X6PJ216340	XC452G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X8PJ216341	XC453G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9XXPJ216342	XC454G/FL	80,000	SUSTAINABLE TRAILER LLC
KEN/2023	TRACTOR	1XKZDK9X1PJ216343	XC455G/FL	80,000	SUSTAINABLE TRAILER LLC

#:	MAKE-MODEL-YEAR	TYPE	VIN# (SERIAL#)	LICENSE PLATE & STATE of REGISTRATION	mfgr's GVWR
T128	TIT/2014	TRAILER	2TVTP1L20ED000128	TUN21D/NJ	80,000
T180	TIT/2011	TRAILER	2TVTP1L26CD000180	TJB15P/NJ	80,000
T210	TIT/2014	TRAILER	2TVTP1L27ED000210	TLC97N/NJ	80,000
T211	TIT/2014	TRAILER	2TVTP1L29ED000211	TPG57V/NJ	80,000
T212	TIT/2014	TRAILER	2TVTP1L20ED000212	TLC97N/NJ	80,000
T213	TIT/2014	TRAILER	2TVTP1L22ED000213	TRY78V/NJ	80,000
T214	TIT/2014	TRAILER	2TVTP1L24ED000214	TLC72N/NJ	80,000
T215	TIT/2014	TRAILER	2TVTP1L26ED000215	TLC71N/NJ	80,000
T216	TIT/2014	TRAILER	2TVTP1L28ED000216	TLC73N/NJ	80,000
T217	TIT/2012	TRAILER	2TVTP1L2XED000217	TRR45M/NJ	80,000
T218	TIT/2014	TRAILER	2TVTP1L21ED000218	TLC69N/NJ	80,000
T219	TIT/2014	TRAILER	2TVTP1L23ED000219	TLC68N/NJ	80,000
T285	TIT/2011	TRAILER	2TVTP1L20BD000285	TVT86N/NJ	80,000
T364	TIT/2013	TRAILER	2TVTP1L23DD000364	TRY66W/NJ	80,000
T365	TIT/2013	TRAILER	2TVTP1L25DD000365	TXF91Y/NJ	80,000
T366	TIT/2013	TRAILER	2TVTP1L27DD000366	TLB96F/NJ	80,000
T367	TIT/2013	TRAILER	2TVTP1L29DD000367	TLB99F/NJ	80,000
T368	TIT/2013	TRAILER	2TVTP1L20DD000368	TWW72Z/NJ	80,000
T369	TIT/2013	TRAILER	2TVTP1L22DD000369	TXM14A/NJ	80,000
T370	TIT/2013	TRAILER	2TVTP1L29DD000370	TLC71N/NJ	80,000
T371	TIT/2013	TRAILER	2TVTP1L20DD000371	TPT43N/NJ	80,000
T372	TIT/2013	TRAILER	2TVTP1L22DD000372	TUN51A/NJ	80,000
T373	TIT/2013	TRAILER	2TVTP1L24DD000373	TNK66H/NJ	80,000
T375	TIT/2013	TRAILER	2TVTP1L28DD000375	TPT54L/NJ	80,000
T376	TIT/2013	TRAILER	2TVTPIL2XDD000376	TLB25G/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE &	mfgr's
T377	TIT/2013	TRAILER	2TVP1L21DD000377	STATE of REGISTRATION	GVWR
T378	TIT/2013	TRAILER	2TVTP1L23DD000377	TYE53W/NJ	80,000
				TUN19A/NJ	80,000
T379	TIT/2013	TRAILER	2TVTP1L25DD000379	TWR29Z/NJ	80,000
T380	TIT/2013	TRAILER	2TVTP1L21DD000380	B45NKA/NJ	80,000
T381	TIT/2013	TRAILER	2TVTP1L23DD000381	TRR89K/NJ	80,000
T382	TIT/2013	TRAILER	2TVTP1L25DD000382	TUK82W/NJ	80,000
T383	TIT/2013	TRAILER	2TVTP1L27DD000383	TLB81G/NJ	80,000
T400	TIT/2013	TRAILER	2TVTP1L23DD000400	TNY26B/NJ	80,000
T401	TIT/2013	TRAILER	2TVTP1L25DD000401	TPT68L/NJ	80,000
T402	TIT/2013	TRAILER	2TVTP1L27DD000402	TLB85G/NJ	80,000
T524	TIT/2017	TRAILER	2TVTP482XHD000524	TXM18A/NJ	80,000
T525	TIT/2017	TRAILER	2TVTP4821HD000525	TRY61Z/NJ	80,000
T526	TIT/2017	TRAILER	2TVTP4823HD000526	TRY60Z/NJ	80,000
T527	TIT/2017	TRAILER	2TVTP4825HD000527	TUN57E/NJ	80,000
T528	TIT/2017	TRAILER	2TVTP4827HD000528	TRR73P/NJ	80,000
T529	TIT/2017	TRAILER	2TVTP4829HD000529	TRR74P/NJ	80,000
T530	TIT/2017	TRAILER	2TVTP4825HD000530	TRY59Z/NJ	80,000
T531	TIT/2017	TRAILER	2TVTP4827HD000531	TTE10J/NJ	80,000
T617	TIT/2016	TRAILER	2TVTP4828GD000617	TPY45S/NJ	80,000
T618	TIT/2016	TRAILER	2TVTP482XGD000618	TPY44S/NJ	80,000
T619	TIT/2016	TRAILER	2TVTP4821GD000619	TPT17L/NJ	80,000
T620	TIT/2016	TRAILER	2TVTP4828GD000620	TWR28Z/NJ	80,000
T621	TIT/2016	TRAILER	2TVTP482XGD000621	TUN14D/NJ	80,000
T622	TIT/2016	TRAILER	2TVTP4821GD000622	TXM15A/NJ	80,000
T623	TIT/2016	TRAILER	2TVTP4823GD000623	TPT19L/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE & STATE of REGISTRATION	mfgr's GVWR
T624	TIT/2016	TRAILER	2TVTP4825GD000624	TPT18L/NJ	80,000
T625	TIT/2016	TRAILER	2TVTP4827GD000625	TPT16L/NJ	80,000
T626	TIT/2016	TRAILER	2TVTP4829GD000626	TPT15L/NJ	80,000
T675	EAS/2015	TRAILER	1E1Z2Y282FRO52675	TRR82L/NJ	80,000
TT67	TIT/2019	TRAILER	2TVTP4820KD000667	TUN94D/NJ	80,000
TT68	TIT/2019	TRAILER	2TVTP4822KD000668	TUN99D/NJ	80,000
TT69	TIT/2019	TRAILER	2TVTP4824KD000669	TXM17A/NJ	80,000
TT70	TIT/2019	TRAILER	2TVTP4820KD000670	TUN90D/NJ	80,000
TT71	TIT/2019	TRAILER	2TVTP4822KD000671	TUN91D/NJ	80,000
TT72	TIT/2019	TRAILER	2TVTP4824KD000672	TUN93D/NJ	80,000
TT73	TIT/2019	TRAILER	2TVTP4826KD000673	TUN92D/NJ	80,000
TT74	TIT/2019	TRAILER	2TVTP4828KD000674	TXM19A/NJ	80,000
TT75	TIT/2019	TRAILER	2TVTP482XKD000675	TXF90Y/NJ	80,000
TT76	TIT/2019	TRAILER	2TVTP4821KD000676	TUN98D/NJ	80,000
VB649	TIT/2022	TRAILER	2TVTP4823ND000649	QA20KS/FL	80,000
VB650	TIT/2022	TRAILER	2TVTP482XND000650	QA39KT/FL	80,000
VB651	TIT/2022	TRAILER	2TVTP4821ND000651	QA21KT/FL	80,000
VW652	TIT/2022	TRAILER	2TVWF4823ND000652	QA44KT/FL	80,000
VW653	TIT/2022	TRAILER	2TVWF4825ND000653	QA43KT/FL	80,000
VW654	TIT/2022	TRAILER	2TVWF4827ND000654	QA42KT/FL	80,000
VW655	TIT/2022	TRAILER	2TVWF4829ND000655	QA41KT/FL	80,000
VW656	TIT/2022	TRAILER	2TVWF4820ND000656	QA40KT/FL	80,000
VW887	MAC/2023	TRAILER	5MAMN4826PW069887	QA71SL/FL	80,000
VW888	MAC/2023	TRAILER	5MAMN4828PW069888	QA85SL/FL	80,000
VW889	MAC/2023	TRAILER	5MAMN482XPW069889	TPT19L/NJ	80,000

#:	MAKE-MODEL-YEAR	TYPE	VIN # (SERIAL #)	LICENSE PLATE & STATE of REGISTRATION	mfgr's GVWR
VW612	MAC/2023	TRAILER	5MAMN4827PW066612	QA90MY/FL	80,000
VW613	MAC/2023	TRAILER	5MAMN4829PW066613	QA99NT/FL	80,000
VW614	MAC/2023	TRAILER	5MAMN4829PW066614	QA92MY/FL	80,000
VW615	MAC/2023	TRAILER	5MAMN4822PW066615	QA93MY/FL	80,000
VW616	MAC/2023	TRAILER	5MAMN4824PW066616	QA94MY/FL	80,000
VW617	MAC/2023	TRAILER	5MAMN4826PW066617	QA93NT/FL	80,000
VW618	MAC/2023	TRAILER	5MAMN4828PW066618	QA94NT/FL	80,000
VW619	MAC/2023	TRAILER	5MAMN482XPW066619	QA95NT/FL	80,000
VW620	MAC/2023	TRAILER	5MAMN4826PW066620	QA96NT/FL	80,000
VW621	MAC/2023	TRAILER	5MAMN4828PW066621	QA97NT/FL	80,000
VW622	MAC/2023	TRAILER	5MAMN482XPW066622	QA98NT/FL	80,000
VW623	MAC/2023	TRAILER	5MAMN4821PW066623	QA91MY/FL	80,000
			A. T.		

#### MASTER EQUIPMENT LEASE AMENDMENT 1

#### THIS MASTER EQUIPMENT LEASE AMENDMENT 1 dated this 16th day of February,

#### 2022 BETWEEN:

#### Sustainable Trailers LLC

OF THE FIRST PART

#### - AND-

#### Voyager Trucking Corp

OF THE SECOND PART

#### Background

- A. Sustainable Trailers LLC and Voyager Trucking Corp (the "Parties") entered into the Master Equipment Lease (the "Lease") dated August 15, 2021, for the purpose of Trailer lease.
- B. The Parties desire to amend the Master Equipment Lease on the terms and conditions set forth in this Amendment (the "Agreement").
- C. This Agreement is the first amendment to the "Lease".
- D. References in this "Agreement" to the lease are to the "Lease" as amended or varied.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing "Lease", and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

#### Amendments

- The Lease is amended as follows:
  - a. Addition of sixteen (16) Truck Tractors hereto referred as "Power Units". Annexed find list.

#### No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease remain unchanged and in full force and effect.

#### Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

#### Governing Law

4. Subject to the terms of the Lease, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the "Parties" have executed this Amendment on this 16th day of February, 2022.

Sustainable Trailers LLC

Title: Managing Member

Date: 7/17/77

Voyager Trucking Corp

Title: President

Date: 2/17/22

POWER UNITS

YEAR	ID	MAKE	MODEL	VIN or SERIAL NUMBER	TYPE	COLOR	
2023	V332	Kenworth	T880	1XKZDK9X7PJ216332	Tractor	Grey	\$ 3,664.81
2023	V333	Kenworth	T880	1XKZDK9X9PJ216333	Tractor	Grey	\$ 3,564.81
2023	V334	Kenworth	T880	1XXZDK9XDPJ216334	Tractor	Grey	\$ 3,664.81
2023	V335	Kenworth	T880	1XXZDK9X2PJ216335	Tractor	Grey	\$ 3,664.81
2023	V336	Kenworth	T880	1XKZDK9X4PJ216336	Tractor	Grey	\$ 3,664.81
2023	V337	Kenworth	T880	1XKZDK9X6PJ216337	Tractor	Grey	\$ 3,564.81
2023	V338	Kenworth	T880	1XXZDK9X8PJ216338	Tractor	Grey	\$ 3,664.81
2023	V339	Kenworth	T880	1XXZDK9XXPJ216339	Tractor	Grey	\$ 3,564.81
2023	V340	Kenworth	T880	1XKZDK9X6PJ216340	Tractor	Grey	\$ 3,664.81
2023	V341	Kenworth	T880	1XKZDK9X8PJ216341	Tractor	Grey	\$ 3,564.81
2023	V342	Kenworth	T880	1XKZDK9XXPJ216342	Tractor	Grey	\$ 3,664.81
2023	V343	Kenworth	T880	1XKZDK9X1PJ216343	Tractor	Grey	\$ 3,664.81
2023	L095	Kenworth	T880	1XXZDK9X5PJ222095	Tractor	Grey	\$ 3,784.15
2023	L096	Kenworth	T880	1XXZDK9X7PJ222096	Tractor	Grey	\$ 3,784.15
2023	L097	Kenworth	T880	1XXZDK9X9PJ222097	Tractor	Grey	\$ 3,784.15
2023	L098	Kenworth	T880	1XXZDK9X0PJ222098	Tractor	Grey	\$ 3,784.15
	1 1					I	

Monthly Lease Payment

**Fixed Lease Charge** 

OTR Power Units:

\$ 59,114.32

59,114.32

Total Monthly Payment:

\$

#### MASTER EQUIPMENT LEASE

THIS MASTER EQUIPMENT LEASE (this "Lease") is made and entered into as of August 15, 2021 (the "Commencement Date"), by and between Sustainable Trailer, LLC ("LESSOR") and Voyager Trucking Corp. ("LESSEE").

In consideration of their mutual promises and other valuable consideration, and intending to be legally bound, LESSEE and LESSOR agree as follows:

- 1. <u>LEASE OF EQUIPMENT</u>. LESSOR hereby leases to LESSEE and LESSEE hereby leases from LESSOR the equipment described in attached Schedule 1 (the "Equipment"), as amended from time to time, which shall serve as receipt of the Equipment. During the term of the Lease, LESSEE shall have exclusive possession, control, and use of such Equipment.
- 2. <u>TERM</u>. The term of this Lease shall be for 12 months (1 year), commencing on the Commencement Date of this Lease, and shall automatically renew each year unless terminated as otherwise provided herein.
  - a. Right to terminate: Either party may terminate this Lease with thirty (30) days prior written notice to the other party, or may elect to remove or add Equipment on Schedule 1 with thirty (30) days prior written notice to the other party.
  - b. Return: Upon termination of the Lease or election to remove Equipment, LESSEE shall return the Equipment to LESSOR at the location designated by LESSOR, and present to LESSOR an Equipment Receipt in the form attached as Addendum A evidencing the return of the Equipment. Upon notification of a modification to the Equipment subject to this Lease, the parties shall amend Schedule 1 to reflect the Lease Payment due for the new or removed Equipment; however, all other terms and conditions of this Lease shall remain in effect as to Equipment identified on the amended Schedule 1.

#### 3. LEASE PAYMENTS.

- a. Lease Payment. LESSEE shall pay LESSOR for the use of the Equipment, lease payments in the amounts set forth in Schedule 1, per month, per vehicle (each, plus all taxes and any other charges due thereon or associated therewith, a "Lease Payment") for a total of 12 payments, together with all additional charges as may be provided herein.
- b. Additional Charges. LESSEE shall pay, in addition to the Lease Payment specified in Schedule 1, all additional charges due at any time hereunder (each, an "Additional Charge") including without limitation all taxes (as provided in Section 14), fees, base plate and license fees, maintenance costs, fuel, empty mileage, permits of all types, tolls, ferries, detention and accessorial services, and charges for structural alteration, special equipment, painting, lettering or artwork required to maintain its state or federal Operating Authority. LESSEE shall bear the full cost of any modification or additional equipment required to bring the Equipment into compliance with applicable statutes and/or regulations, including without limitation any coming into force after execution of this Lease.
- c. Offset. LESSEE hereby waives any and all existing and future claims, defenses, and offsets against any Lease Payment or other payments due to LESSOR hereunder. LESSEE agrees to pay each Lease Payment and other amount when due hereunder, regardless of any claim, defense, or offset that may be asserted on its behalf.
- d. LESSOR is not required to purchase or rent any products, equipment, or services from the LESSEE as a condition of entering into this Lease.
- 4. <u>USE AND COMPLIANCE WITH APPLICABLE LAWS</u>. LESSEE shall use the Equipment in a careful and proper manner, and shall assume complete responsibility for the operation of the Equipment for the duration of the Lease, including loading and unloading the property onto and from the Equipment. LESSEE shall not use the Equipment in violation of any foreign, federal, state, territorial, or municipal law or regulation and shall be solely responsible for any tines, penalties, or forfeitures occasioned by any violation thereof while using the Equipment. LESSEE shall not operate the Equipment in any manner that would contravene the uses and purposes stipulated in the insurance policies referred to herein or in Section 11. Nothing herein shall authorize LESSEE or any other person to operate the Equipment, or to incur any liability or obligation on behalf of LESSOR.
- 5. MAINTENANCE. LESSEE agrees to maintain the Equipment in accordance with the regulations of the U.S. Department of Transportation. LESSEE shall pay the cost of all maintenance and repairs as are necessary for the safe

and efficient operation of the Equipment, including maintenance, inspections, or repairs sufficient to comply with all applicable statutes and government rules and regulations now or hereafter in effect.

- 6. <u>ALTERATION</u> Without the prior approval of LESSOR, LESSEE shall not make any alterations, additions, improvements or other modifications to Equipment during the term of this Lease.
- 7. CONDITION OF THE EQUIPMENT. Acceptance of the Equipment by LESSEE at the time of delivery shall constitute LESSEE's acknowledgment that the Equipment is fit for use and is in good, safe, serviceable, and worthy condition.
- 8. <u>INSPECTION</u>. LESSOR shall have the right to inspect the Equipment upon request and at least once every sixty (60) days at LESSE's place of business, or another location specified by LESSOR. If upon inspection at any time LESSOR finds the Equipment in a condition that LESSOR in its sole discretion reasonably believes to be in breach of this Lease, such shall be an Event of Default.

#### 9. REPRESENTATION AND WARRANTIES.

- a. Representations and Warranties of Authority. Each party represents and warrants to the other that:
  - i. it has full power and authority to execute, deliver and perform its obligations under this Lease;
  - ii. the execution, delivery and performance of this Lease have been duly and validly authorized by all necessary action by such party; and
  - iii. the execution and delivery of this Lease by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound.

These warranties shall survive the expiration or termination of this Lease.

- b. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT. LESSEE SHALL LEASE THE EQUIPMENT "AS IS, WHERE IS, WITH ALL FAULTS" under this Lease. LESSEE agrees that it has selected the Equipment upon its own judgment and expressly disclaims any reliance upon any statements or representations made by LESSOR or any persons on LESSOR's behalf. LESSOR hereby assigns to LESSEE for and during the Lease term all manufacturer's warranties or guarantees, expressed or implied, issues on or applicable to the Equipment and LESSOR authorizes LESSEE to obtain the customary services furnished in connection with such warranties or guarantees at LESSEE'S expense. LESSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OR CHARACTER RESULTING FROM THE USE, MISUSE, OPERATION OR MAINTENANCE OF THE EQUIPMENT BY LESSEE.
- 10. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction, and damage to the Equipment while in its actual or constructive possession, from any cause whatsoever. Occurrence of any such loss or damage shall not relieve LESSEE of any obligation imposed under this Lease.

#### 11. INSURANCE.

- a. Insurance Policies Purchased by LESSEE. LESSEE shall secure and maintain in effect throughout the term hereof insurance covering, and shall provide on or before the Commencement Date a Certificate of Insurance evidencing the same:
  - Automobile Liability Coverage of \$1,000,000 per occurrence with no annual aggregate;
  - ii. Physical Damage Coverage ensuring the Equipment and trailers and chassis owned by LESSOR against all risk of loss or damage from every cause whatsoever for not less than the full replacement value thereof as determined by LESSOR. In lieu of any requirements to carry physical damage insurance, LESSEE shall place an initial security deposit with LESSOR in the amount determined by LESSOR. LESSEE understands and agrees that this security deposit will be used by LESSOR to repair any damages to any of LESSOR's equipment that is not covered by any other policy of insurance, to pay out any advances that become due in the event of a loss, or to otherwise compensate the LESSOR for damages or loss.

- Occupational accident (\$500,000) or Workers' Compensation for all employees of owneroperators/fleet drivers (in limits set forth by applicable statute), naming LESSOR as an additional insured.
- b. Duty of LESSEE to Cooperate. In the event of loss or damage to the Equipment, LESSEE shall immediately report such loss or damage to LESSOR, to the insurance companies underwriting such risk, and to any and all applicable governmental agencies, both federal and state, and shall furnish such information and execute such documents as may be required and necessary to collect the proceeds from the insurance policies.
- c. Use of Proceeds of Insurance. In the event of and only to the extent that, there is loss or damage to the Equipment which is covered by the insurance required hereunder, the proceeds of such insurance shall be applied, at LESSOR'S sole option (a) to the replacement, restoration, or repair of the Equipment, or (b) toward the payment of the LESSEE'S obligations hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of lease. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations to pay lease hereunder, the LESSEE'S obligation for all or part of the lease shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, the amounts of lease so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be apportioned equally as reductions in the amounts remaining payable for the balance of the term hereunder.
- d. LESSEE hereby irrevocably assigns to and appoints LESSOR as LESSEE'S attorney-in-fact to make claim for and reserve payment of and execute, all documents or checks received in payment of loss or damage under any insurance, and all proceeds thereof.

#### 12. LESSEE'S FAILURE TO MAINTAIN INSURANCE.

- a. If LESSEE fails to maintain physical damage insurance or maintain sufficient funds as a security deposit for the repair and replacement of Equipment leased herein, then LESSOR may, at LESSORS sole option, purchase such a policy or purchase single interest insurance protecting LESSOR alone against loss and charge such insurance to LESSEE, and treat such failure as a breach of this Lease.
- b. In the even LESSEE fails to (i) secure and maintain in force at all times during the term of this Lease adequate liability insurance coverage terminable or modifiable on not less than thirty (30) days advance written notice to LESSEE and LESSOR, and/or (ii) provide LESSOR a Certificate of Insurance evidencing current coverage under such liability insurance as provided in 11(a) LESSEE shall be in default under this Lease, and LESSOR shall have remedies as provided in Section 18 of this Lease.
- 13. LESSEE'S INDEMNITY. LESSEE agrees as part of the consideration for this Lease, to indemnify, defend and save harmless LESSOR and its parent company, affiliates, successors and assigns from and against any and all loss, damage, claims, demands and liability of every nature (including without limitation bodily injury or death), including reasonable attorney's fees, arising directly or indirectly from or in connection with LESSEE's possession, use or operation of the Equipment, including actions or claims for negligence or strict liability in tort but excluding losses, damages, claims, demands, or liabilities arising out of LESSOR's sole gross negligence.
- 14. TAXES. LESSEE shall keep the Equipment free and clear of all levies, liens, and encumbrances and shall pay any and all taxes, license fees, registration fees, and similar charges on or relating to the Equipment, including without limitation, any and all International Fuel Tax Agreement, International Registration Plan, and Federal Highway Use taxes, sales taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees, and charges upon LESSOR by reason of the ownership of the Equipment, and all such taxes, assessments, fees, and charges on the use, rental, transportation, delivery, or operation of the Equipment excepting, however, federal, state, and local net income taxes.
- 15. <u>TITLE TO THE EQUIPMENT</u>. LESSOR shall at all times retain full legal title to the Equipment, and it is understood that the LESSEE shall acquire no right, title, or interest to the Equipment, except as expressly set forth in this Lease.
- 16. <u>ASSIGNMENTS AND SUBLETTING</u>. LESSEE shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, nor grant a license or concession in connection therewith, without the prior written consent of LESSOR.

- 17. EVENT OF DEFAULT. Any of the following shall be deemed an "Event of Default".
  - a. Failure of L ESSEE to pay any Lease Payment within ten (10) days of the date upon which the same becomes due:
  - b. If any insurance required herein is threatened to be or is terminated, cancelled, suspended, or revoked for any reason;
  - c. Any breach or failure of LESSEE to observe or perform any of its other obligations under this Lease, which shall continue for fifteen (15) days after notice in writing to LESSEE of the existence of such default;
  - d. Abandonment of the Equipment;
  - e. Dissolution liquidation, or termination of the business of LESSEE; insolvency or failure of LESSEE to pay its debts as they mature in the ordinary course of business; the making of an assignment for the benefit of the creditors of LESSEE; the filing of a voluntary petition in bankruptcy by LESSEE; the filing of a petition or answer by LESSEE seeking a reorganization, arrangement, composition, readjustment, liquidation, or other relief of the same or different kind under any provisions of the federal bankruptcy laws or any other provisions of the federal bankruptcy laws or any other applicable insolvency law or statute; the adjudication of LESSEE as a bankrupt or insolvent; the appointment of a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all of its property; and the failure of LESSEE in good faith to commence promptly and pursue diligently action to dismiss such petition;
  - f. The taking of the Equipment, or any part thereof, upon foreclosure, levy, execution, attachment or other process of law or equity enforced against LESSEE;
  - g If, in LESSOR's reasonable opinion, LESSEE has neglected, abused or misused the Equipment in any way;
  - h. If its federal or state Operating Authority is revoked, suspended or rendered inactive for any reason; and/or if LESSEE is sold, or if there is a change in control of ownership.
- 18. <u>LESSOR'S REMEDIES</u>. Upon the occurrence of any Event of Default, LESSOR may, at its option, in addition to any other remedy or right it has hereunder or by law, immediately exercise any one or more of the following remedies:
  - Declare the entire amount due hereunder during the entire term of this Lease immediately due and payable without notice or demand to LESSEE;
  - Recover from LESSEE an amount equal to the unpaid balance due and to become due during the entire term of this Lease;
  - c. Cause LESSEE, at LESSEE'S expense, to return the Equipment to LESSOR at a point in the United States designated by LESSOR, or LESSOR, through its employees, agents or attorneys, may enter upon the premises where the Equipment is located and take immediate possession of the same without demand or legal process and free of all rights of LESSEE, in which case LESSEE authorizes LESSOR or its employees or agents to enter upon any premises where the Equipment may be found for the purpose of repossessing such Equipment, and LESSEE specifically waives any right of action it might otherwise have arising out of such entry and repossession, and whereupon all rights of LESSEE in the Equipment shall terminate immediately. No such retaking of possession shall constitute a termination of this Lease unless LESSEE so notifies LESSOR in writing and pays all amounts due or to become due hereunder during the entire term of this Lease:
  - d. Terminate this Lease and retain all prior payments of lease and retake possession of the Equipment as provided herein;
  - e. Pursue any other remedy LESSOR may have at law or equity.
- 19. <u>LESSOR EXPENSES</u>. Except when the violation results from the acts or omissions of the LESSOR, the LESSEE shall assume the risks and costs of fines for overweight trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside of the LESSOR's control, and for improperly permitted loads and shall reimburse the LESSOR for any fines paid by the LESSOR. LESSEE shall also pay LESSOR all costs and expenses, including attorney's fees, incurred by LESSOR in exercising any of its rights or remedies hereunder or enforcing any of the terms, covenants, or conditions hereof.
- 20. NOTICES. Any notices to be given hereunder shall be deemed sufficiently given when in writing and when actually served on the party to be notified or placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

IF TO LESSOR:

IF TO LESSEE:

Voyager Trucking Corp. 451 Frelinghuysen Ave. Newark, NJ 07114

Either party may change such addresses by written notice as to the new address. Each party shall be under a continuing duty to provide a correct address to the other.

- 21. ENTIRE AGREEMENT. This Lease contains the entire understanding among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Lease.
- 22. PARTIES' OBLIGATIONS BINDING. This Lease shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns where permitted by this Lease.
- 23. <u>LESSEE'S OBLIGATIONS AFTER TERMINATION</u>. Expiration or termination of this Lease shall not relieve LESSEE of his obligation to pay LESSOR any outstanding fees, costs or other sums due under this Lease.
- 24. NON-WAIVER. No waiver of any term, covenant, or condition of this Lease shall be valid unless in writing and signed by the party or person to be charged. Forbearance or indulgence by LESSOR in any regard whatsoever shall not constitute a waiver of the term, covenant, or condition to be performed by LESSEE to which the same may apply, and until complete performance by LESSEE of any term, covenant, or condition, LESSOR shall be entitled to invoke and remedy available to LESSEE under this Lease or by law or in equity despite said forbearance or indulgence.
- 25. EXECUTION, GOVERNING LAW, JURISDICTION AND VENUE. THIS LEASE SHALL NOT BECOME EFFECTIVE UNTIL EXECUTED BY AN AUTHORIZED REPRESENTATIVE OF LESSOR. THE LAWS OF THE STATE OF FLORIDA SHALL GOVERN ALL QUESTIONS, DISPUTES OR CLAIMS, WHETHER BASED IN TORT, STRICT LIABILITY, CONTRACT OR EQUITY, ARISING OUT OF OR RELATING DIRECTLY OR INDIRECTLY TO THIS LEASE, THE PERFORMANCE OR BREACH HEREOF, OR TO THE INTERPRETATION, VALIDITY, ENFORCEMENT OR EFFECT OF THIS LEASE, WITHOUT REGARD TO CHOOSE OF LAW PRINCIPLES THEREOF.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS LEASE SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE STATE OF FLORIDA, OR, AT THE SOLE OPTION OF LESSOR, IN ANY OTHER COURT IN WHICH LESSOR SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

LESSEE WAIVES ANY RIGHT IT MAY HAVE TO ASSERT LACK OF PERSONAM JURISDICTION, THE DOCTRINE OF <u>FORUM NON CONVENIENS</u> OR TO OBJECT TO VENUE (OR TO SEEK TO TRANSFER VENUE) TO THE EXTENT ANY ACTION OR PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

- 26. <u>SEVERABILITY</u>. If any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, and unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had ever been contained herein.
- 27. DISCLAIMER OF JOINT VENTURE, PARTNERSHIP, AND AGENCY. This Lease shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.
- 28. <u>CONSTRUCTION</u>. This Lease is the result of negotiations between the parties and has been reviewed by all parties. Accordingly, this Lease will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

IN WITNESS WHEREOF, LESSOR and LESSEE	have executed this Lease as of the date first above
written.	
LESSOR	LESSEE
Sustainable Trailer DLC	Voyager Trucking Corp.
Ву:	Ву:
Title: Managing Member Date: 12/15/7	Title: President Date:

		POWER UNITS					
YEAR	ID	MAKE	MODEL	VIN OR SERIAL NUMBER	TYPE	COLOR	
					1		
					-		
					+		

#### Schedule 1

#### TRAILERS

			IRAILERS				
YEAR	<u>ID</u>		MAKE	MODEL	VIN OR SERIAL NUMBER	TYPE	COLOR
2022	V8649	Tita	n	Tipper – Barn Door	2TVTP4823ND000649	Trailer	Silver
2022	VB650	Tita	n	Tipper – Barn Door	2TVTP482XND000650	Trailer	Silver
2022	VB651	Tita	n	Tipper – Barn Door	2TVTP4821ND000651	Trailer	Silver
2022	VW652	Tita	n	Walking Floor	2TVWF4823ND000652	Trailer	Silver
2022	VW653	Tita	n	Walking Floor	2TVWF4825ND000653	Trailer	Silver
2022	VW654	Tita	n	Walking Floor	2TVWF4827ND000654	Trailer	Silver
2022	VW655	Tita	n	Walking Floor	2TVTWF4829ND000655	Trailer	Silver
2022	VW656	Tita	n	Walking Floor	2TVWF4820ND000656	Trailer	Silver
2023	VW6612	Ma		Walking Floor	5MAMN4827PW066612	Trailer	Silver
2023	VW6613	Ma		Walking Floor	5MAMN4829PW066613	Trailer	Silver
2023	VW6614	Ma		Walking Floor	5MAMN4820PW066614	Trailer	Silver
2023	VW6615	Ma		Walking Floor	5MAMN4822PW066615	Trailer	Silver
2023	VW6616	Ma		Walking Floor	5MAMN4824PW066616	Trailer	Silver
2023	VW6617	Ma		Walking Floor	5MAMN4826PW066617	Trailer	Silver
2023	VW6618	Ma		Walking Floor	5MAMN4828PW066618	Trailer	Silver
2023	VW6619	Ma		Walking Floor	5MAMN482XPW066619	Trailer	Silver
2023	VW6620	Ma		Walking Floor	5MAMN4826PW066620	Trailer	Silver
2023	VW6621	Ma		Walking Floor	5MAMN4828PW066621	Trailer	Silver
2023	VW6622	Ma		Walking Floor	5MAMN482XPW066622	Trailer	Silver
2023	VW6623	Ma		Walking Floor	5MAMN4821PW066623	Trailer	Silver
2023	VW6612	Ма		Walking Floor	5MAMN4827PW066612	Trailer	Silver

Monthly Lease Payments:	Fixed Lease Charge
OTR Power Units: Tipper Trailers: Walking Floor Trailers: Containers:	\$
Total Monthly Payment:	\$ <u>46,800.00</u>

Received from	Alewer the above described Equ	ipment in good order.
Equipment received	at 451 Fooling Tays on this 15	day of <u>Dec</u> , 20 <u>Z</u> /at 12:01 o'clock A.M.
LESSOR initials		LESSEE initials
Date: 12/15/2	١	Date: 12/15/21
Sustainable Trailer	LLC	Voyager Trucking Corp.
LESSOR		LESSEE O. A. A.
1.	<del>-/</del> //·	Juman Vi Hentaro
By: hiem	the (/)	By: I homes V. Vonate
Title: Manager Date:	1,5/2,	Title: President Date: 12/15/2)

#### LIST OF VEHICLE OPERATOR

**Aaron Turner** 

Abel Colon

Adrian Woodley

Alexander Duran

Almalik Stewart

Alvaro Posso

Amable Perez-Holguin

Amaury Tejada De La Cruz

Angel Herrera Jerez

Anwar Johnson

Arquimedes Marmolejos

Carlos Hernan Luna Alcivar

Corey Clarke

Cory Richardson

**Craig Bradley** 

Darlin Valdez

Demetrice Jenkins

Dennis Mercado

**Direk Williams** 

**Docely Lerissant** 

**Donald Ross** 

Edgardo Rivera

Eliezer Maysonet

**Erick Gilchrist** 

Etanislao Gonzalez

**Evens Petit Frere** 

**Everton Webster** 

Faust Bruni Jr

Fitzroy Leonard

Francisco Rodriguez

Frank Williams

Freddy Luna

Henry James

Humza Abul-Haqq

Ishan Taneja

Jeffrey Bridges

Jihad Bey

John Rodriguez

Kareem Walker

Keith Hall

Kenneth Crawford

Kyle Champagnie

Lino Rosero

Luis Zabala

Manuel Calderon Barrera

Maurice Allen

Michael Schwartz

Michael Vincelli

Omar Agresott

Orlando Ross

Paul Roodner

**Quadrece Simmons** 

Quadri Priester

Ravinail hayes

Raymond Horne

Rolando Gil

Santos Quezada

**Shane Smith** 

Tyrone Davis

Victor Sanchez

Valery Karpenkov

Vladimir Saintius

Walker Joseph

Willian Casares

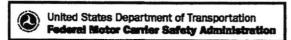
Yackie Diaz

OMB No.: 2128-0008 Expiration: 05/31/2024

١	HADATA	D-4- D4- 02/05/2024
١	USDOT Number:	Date Received: 03/05/2024

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Pederal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

## FORM MCS-90

Issued to "See attached list"	of "See attached list"
(Motor Carrier name)	(Motor Carrier state or province)
Dated at 8:30 am on this 5th day of March	2024
Amending Policy Number: NKM-519-24-NC-2 Effective D  Name of Insurance Company: United Specialty Insurance Company	03/01/2024
Countersioned by:	in and
Countersigned by: (authoriza	d company representative)
The policy to which this endorsement is attached provides primary or exce	ss insurance, as indicated for the limits shown (check only one):
This insurance is primary and the company shall not be liable for amounts in exce.	ss of \$ 350,000.00 for each accident.
This insurance is excess and the company shall not be liable for amounts in excess underlying limit of \$ for each accident.	of \$for each accident in excess of the
Whenever required by the Federal Motor Carrier Safety Administration (FM said policy and all its endorsements. The company also agrees, upon telephoto verify that the policy is in force as of a particular date. The telephone nur	none request by an authorized representative of the FMCSA,
Cancellation of this endorsement may be effected by the company or the inthe other party (said 35 days notice to commence from the date the notice and (2) if the insured is subject to the FMCSA's registration requirements up the FMCSA (said 30 days notice to commence from the date the notice is re-	is mailed, proof of mailing shall be sufficient proof of notice), nder 49 U.S.C. 13901, by providing thirty (30) days notice to
Filings must be transmitted online via the Internet at http://www.fmc	sa.dot.gov/urs.

FORM MCS-90 Page 1 of 3

(continued on next page)

#### **DEFINITIONS AS USED IN THIS ENDORSEMENT**

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodity Injury means injury to the body, sickness, or disease to any

**Bodily Injury** means injury to the body, sickness, or disease to any person, including death resulting from any of these.

**Property Damage** means damage to or loss of use of tangible property.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

in consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final Judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon,

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or sult involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of anyone accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

### **SCHEDULE OF LIMITS — PUBLIC LIABILITY**

Type of carriage	Commodity transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hoppertype vehicles with capacities in excess of 3,500 water gallons; or in bulk Division 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,001 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

<sup>\*</sup>The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Issued To	Motor Carrier state	DOT
Voyager Trucking Corp.	NJ	634411
109 Newark LLC	NJ	N/A
129 Newark LLC	NJ	N/A
429-451 Newark LLC	NJ	N/A
Aventura Transport LLC	GA	3937975
Frontier Transport LLC	GA	3926986
Gladiators Express Corp	NJ	N/A
Newark Truck Center Corporation	NJ	N/A
Newark Truck Plaza LLC	NJ	N/A
Pristine TSM LLC	GA	N/A
Pulaski Logistics Services Corporation	NJ	N/A
Transfer Station Services, Inc.	NJ	N/A
Transfer Trailer Services, Inc.	NJ	N/A
Truck Permits Express Corporation	NJ	N/A