

RECEIPT

DATE

09/06/24

No.

654558

RECEIVED FROM

Active Environmental Technology

\$ 950.00

Nine Hundred Fifty and 0/100 — DOLLARS

 FOR RENT FOR

DE-SW-1242

ACCOUNT	
PAYMENT	
BAL. DUE	

 CASH CHECK MONEY
ORDER CREDIT
CARD

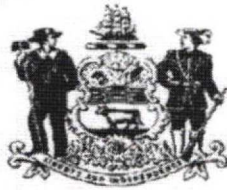
FROM

1003584

TO

BY

E.W.



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

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

1. 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- 1242 Expiration Date September 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
- Two Years - \$125.00
- Three Years - \$175.00
- Four Years - \$225.00
- Five Years - \$275.00

- One Year - \$350.00
- Two Years - \$650.00
- Three Years - \$950.00
- Four Years - \$1250.00
- Five Years - \$1550.00

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

Company Name Active Environmental Technologies Inc.

Location Address:	Mailing Address:
203 Pine Street, Mount Holly, NJ 08060	Same as location address

Contact: Gary Pizzuti Title: Director of Compliance

Business Phone: 609-702-1500 Fax: 609-702-0265

E-mail: gpizzuti@active-env.com

24 hr Emergency Contact Phone [REDACTED]

4. Company Ownership Information

(a). Please indicate the company type:

- Proprietorship
- Partnership
- Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: Medford State: New Jersey Date: January 7, 1993

- Municipality
- Public institution
- Limited Liability Corporation (LLC) State: _____
- Other: (must specify) _____

(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.

Attachment 1

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

- Attachment _____
- No parent company

5. Company locations in Delaware

List name and 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: 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

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? Yes No
- (b). Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- 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. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- Attachment 3
- Not applicable-No transporter permit required for these solid waste types in our home state.

- (b). List solid waste transporter permits held in other states.

- Attachment 4
- No transporter permits in other states

- (c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 682760 MC# 1251553-P

- 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.

10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental 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.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? Yes No
- (c). Do you transport Interstate? Yes No

- (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 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 <input checked="" type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input checked="" type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

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 6

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 7

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.)

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 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 10
 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 9-3-24
Print Name Gary Pizzuti Title Director of Compliance

****A legal owner or corporate officer must sign the application****

Attachment

1

4(b)

Owners



BUSINESS CONCERN DISCLOSURE STATEMENT

OWNERSHIP CHART- ACTIVE ENVIRONMENTAL TECHNOLOGIES INC.

NAME	TITLE	DOB	%OWNERSHIP
Keith Gerber	President		33.33
Will von Hacht IV	COO		33.33
Brian Hughes	CFO		33.33

Attachment

2

8(b)

Facilities

Question 8(b)

Delaware Solid Waste Authority Locations anticipated to be used:

1. DSWA – Northern Cherry Island Landfill, Wilmington DE
2. DWWA – Central Sandtown Landfill, Sandtown DE
3. DSWA – Southern Jones Crossroads Landfill, Georgetown DE
4. DSWA – Delaware Recyclable (DRPI), New Castle DE

Question 8(b)

Out-of-State Solid Waste TSD facilities anticipated to be used:

1. Waste Recovery Solutions, Myerstown PA
2. ERC Inc., Lancaster PA
3. Stericycle, Hatfield PA
4. CycleChem Inc., Lewisberry PA or Elizabeth NJ
5. Clean Earth, Carteret NJ or Kearny NJ
6. Soil Safe, Pedricktown NJ
7. Burlington County Landfill, Florence NJ
8. Cape May County Landfill, Woodbine NJ
9. Atlantic County Landfill, Egg Harbor Township, NJ
10. Salem County Landfill, Alloway NJ
11. Monarch Environmental Inc., Woodstown NJ
12. Gloucester County Utilities Authority, Paulsboro NJ
13. JG Environmental, Lancaster PA
14. Pure Soil, Jackson NJ
15. Chemtron, Avon, OH

Attachment

3

9(a)

NJ Solid Waste



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT

401 E. STATE STREET
2ND FLOOR, WEST WING
MAIL CODE 401-02C
TRENTON, NJ 08625-0420

CHRIS CHRISTIE
GOVERNOR

BOB MARTIN
COMMISSIONER

KIM GUADAGNO
LT. GOVERNOR

JUL 09 2015

Active Environmental Technologies, Inc.
203 Pine Street
Mont Holly, NJ 08060

RE: Solid Waste Transporter License

Dear Applicant:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection. Based on our review of the aforementioned investigative report, the Department is hereby issuing this **Solid Waste Transporter License** to:

ACTIVE ENVIRONMENTAL TECHNOLOGIES, INC.

Please be advised that the license hereby issued is a "**conditional**" license and is modified by the terms and conditions as specified on the attached document as they have been put forth by the Attorney General's Office. Failure to meet the specified conditions will result in the revocation of this license.

This license is only issued to Active Environmental Technologies, Inc. for its exclusive use and control, and it must be renewed annually by filing the Annual License Update form as well as any other change of information concerning your company or its operation as required by the Department.

Please be aware that you are required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. An application is enclosed. Questions regarding this certificate should be directed to (609) 633-1389. As you know, any transportation equipment must be registered prior to commencing operations. Questions regarding registration should be directed to (609) 292-7081.

Sincerely,

Deborah Pinto, Chief
Planning & Licensing

Enclosure

c: Raghu Murthy, DAG
Lt. Joseph McNally, NJSP
Suzanne Conway, NJDEP, SWUCA
Robert Gomez, NJDEP, TOU
005105 - PI 552410

Attachment

4

9(b)

Other Permits



WASTE TRANSPORTER PERMITS

ACTIVE ENVIRONMENTAL TECHNOLOGIES INC.

New Jersey Solid Waste
New Jersey Hazardous Waste
Pennsylvania Solid Waste
Pennsylvania Hazardous Waste
Delaware Solid Waste
Delaware Hazardous Waste
South Carolina Hazardous Waste
New York Part 364
Michigan LIB Permit
Illinois Special Waste Permit
Alliance Registration (MI, WV, OK, NV)

Attachment

5

10(d)

MCS-90

Insurance



ADDITIONAL REMARKS SCHEDULE

AGENCY NFP Property & Casualty Services, Inc.		NAMED INSURED Active Environmental Technologies, Inc. 203 Pine Street Mount Holly, NJ 08060	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE 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

24 25 Additional Coverages

Named Insured: Active Environmental Technologies, Inc.

Limits: \$2,000,000 Shared General Aggregate Limit for all Coverage Sections
\$10,000 Deductible - Each Occurrence
XCU Hazard and Contractual Liability Included
\$1,000,000 Separate Supplemental Payments Limit for Pollution Liability
\$2,000,000 Products Completed Operations Aggregate \$10,000 Deductible

Section II & III (Part of Commercial General Liability Policy)

Nautilus Insurance Company, Policy# ECP2044336-10, Policy Term: 8/11/24 to 8/11/25

Section II - Contractors Pollution Liability - Occurrence Form

\$1,000,000 Each Pollution Condition
\$2,000,000 General Aggregate
\$1,000,000 Fungi, Mold or Microbial Matter Coverage
\$2,000,000 Mold Aggregate (\$10,000 ded per claim)

Section III - Professional Liability - Claims Made

\$1,000,000 - Per Claim \$2,000,000
General Aggregate Retroactive Date - 4/19/93 \$10,000 Deductible

Excess Liability Carriers:

Nautilus Insurance Company, policy# FFX2044337-10, policy term: 08/11/24 to 08/11/25

Policy sits over Commercial General Liability, including Pollution Liability, Professional Liability, Automobile Liability, and Workers Compensation.

The policy is written on a following form basis.

POLICY CHANGES

Policy Change Number:

POLICY NUMBER BAP2044335-10	POLICY CHANGES EFFECTIVE 08/11/2024	COMPANY Key Risk Insurance Company
NAMED INSURED Active Environmental Technologies, Inc.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED Business Auto Coverage Form		
CHANGES		
In consideration of no change in premium, it is hereby agreed and understood the policy is amended as follows: Amend MCS 90 Limit to read \$1,000,000		
All other terms and conditions remain unchanged.		

USDOT Number: _____ Date Received: _____

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, Registration 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.



United States Department of Transportation
Federal Motor Carrier Safety Administration

**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 Active Environmental Technologies, Inc. of 203 Pine Street Mount Holly, NJ 08060
(Motor Carrier name) (Motor Carrier state or province)

Dated at 101 Hudson Street, 25th Floor, Jersey City, NJ 07302 on this 27 day of August, 2024

Amending Policy Number: BAP2044335-10 Effective Date: 08/11/2024

Name of Insurance Company: Key Risk Insurance Company

Countersigned by: Chris DeLander
(authorized 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 \$ 1,000,000 for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 201-748-3051.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at <https://portal.fmcsa.dot.gov/UrsRegistrationWizard/>

(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.

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 any one 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
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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 hopper-type 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 1, 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 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403 .	\$5,000,000

*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

Attachment

6

11

Spill Plan

Safety

Equipment



Active Environmental
Technologies, Inc.
Transporter Contingency and
Spill Response Plan

Revised 9/23

Active Environmental Technologies, Inc.
203 Pine Street
Mount Holly, New Jersey 08060
609-702-1500

Transporter Contingency and Spill Response Plan

1. **PURPOSE**

The purpose of this Transporter Contingency and Spill Response Plan ("Contingency Plan") is to provide information and direction to a driver during an emergency or release of hazardous or solid waste materials. This Transporter Contingency Plan must be carried in each vehicle. The Primary and Secondary Emergency Coordinator can commit the resources necessary to carry out the Contingency Plan.

2. **EMERGENCY COORDINATORS**

Primary Emergency Coordinator: Keith Gerber
Business: 203 Pine Street, Mount Holly, NJ 08060
Telephone: **609.702.1500**
Mobile Phone: [REDACTED]

Secondary Emergency Coordinator: Owen Heller
Business: 203 Pine Street, Mount Holly, NJ 08060
Telephone: **609.702.1500**
Mobile Phone: [REDACTED]

Health and Safety Director: Gary Pizzuti
24 Hour Phone: [REDACTED]

3. **INITIAL RESPONSE ACTIONS**

An environmental emergency is any situation that poses an immediate threat to public safety, health, or the environment.

In the event of an emergency or a hazardous waste spill during transportation, Active will notify the applicable state agency with the following information:

- Name of person reporting the incident and their relationship to the owner of the waste
- Name, address, and EPA (Environmental Protection Agency) ID Number of transporter
- Phone number where the person reporting the incident can be reached.
- Date, time, cause, and location of incident
- Mode of transportation and type of vehicle
- A brief description of the incident, including type of incident.

Transporter Contingency and Spill Response Plan

- For each waste involved in a spill:
 - The name, address, and EPA ID number of the generator/owner of the waste
 - Identify the quantity and type of released material including shipping name, hazard class and UN or NA number of the waste.
 - The extent of the contamination of land, water, or air
 - The shipping name, hazard class and UN or NA Number of any other material carried in the shipment.
- In the event of an emergency or hazardous waste spill during transportation, the transporter will immediately notify the affected municipality of the occurrence and nature of the spill.
- Secure the spill area and limit access to the release.
- Notify the persons and Agencies listed in Item 2 above, and Appendix A, attached to this Contingency Plan.
- Take available defensive actions to minimize the releases that do not requires exposure of personnel to hazardous conditions, including confinement of release using diking, absorbent, or dirt, closing internal valves by activating emergency closure; and/or placing containers under leaks to collect release.
- Meet and assist local emergency agencies by providing guidance on released materials and suggested response actions.
- Clean up spills or provide contact for Emergency Response Contractors engaged.

All ACTIVE vehicles and drivers are equipped with company issued cellular phones for required communication to established Emergency Coordinator and/or emergency response agencies.

4. **EMERGENCY REPORTING**

In the event of an emergency or a hazardous waste spill during transportation, Active Environmental Technologies, Inc. will immediately notify the following:

1. Local emergency authorities (Police and/or Fire)
2. State Regulatory Agencies – See Attachment I
3. National Response Center
4. Other Emergency Reporting Telephone Numbers
5. ACTIVE Emergency Contacts

Emergency Equipment: Each tractor cab, truck, or trailer, where applicable is equipped with the following equipment that may be used in response to a spill:

- a. Fire extinguishers

Transporter Contingency and Spill Response Plan

- b. Three (3) bi-directional emergency reflective triangles for traffic control
- c. US DOT (Department of Transportation) Emergency Response Guidebooks
- d. Synthetic gloves, safety glasses and hard hat for personal protection during immediate or clean-up activities
- e. First Aid Kit - includes eyewash.
- f. Spill Kit – including absorbent pads, booms, pads.
- g. Personal Protective Equipment – including respirator with organic vapor/acid gas cartridges, gloves, boots, and Tyvek™ suits.

All equipment shall be tested and maintained as necessary to ensure its proper operation in time of emergency.

Clean Up of Spills:

A spill or release is any oil or petroleum products, chemicals, wastes or other potentially dangerous materials that are released in any manner. All residues of spills and releases must be collected and disposed of in accordance with federal, state, and local laws and regulations. For small spills that do not require use of specialized Personal Protections Equipment (defined as Air Supply Respirators or Self-Contained Breathing Apparatus, or “Level B” responses) the driver may use available equipment to perform clean up. If then response requires specialized equipment for either prevention of exposure, or to perform material handling procedures such as moving drums, or if additional labor is required, the driver shall contact and act as a liaison with the Emergency Response Contractor as specified by the Emergency Coordinator. In all instances, all visible contamination around the spill shall be collected into containers or other transportation vehicles such as vacuum trucks. The Emergency Coordinator, with the cooperation of any Emergency Response Contractor engaged, shall arrange for treatment or disposal of the collected residues either through return to generator, or transport to local facility licensed to accept waste with the constituents of the spilled waste or material.

Decontamination:

All tools, Personal Protection Equipment (PPE), other equipment (including the transportation vehicle), and additional items contaminated by the released hazardous material must be decontaminated or packaged for disposal prior to leaving the scene of the response. Equipment supplied with the ACTIVE vehicle is disposal and should be placed into containers with the rest of the spill residues for treatment and disposal. Reusable equipment, included that supplied by emergency agencies or the Emergency Response Contractor, should be decontaminated using water and a compatible detergent or surfactant, or a non-hazardous compatible solvent or neutralizing agent, followed by water and surfactant or detergent. Care will be taken in removing contaminated or

Transporter Contingency and Spill Response Plan

partially decontaminated clothing or other personal items to prevent spreading of the contamination.

REPORTING/FOLLOW UP:

Active Environmental Technologies, Inc. and the Emergency Coordinator shall investigate the incident that resulted in the release, identify the causes, and determine appropriate measures, where practical, to prevent a recurrence. The Emergency Coordinator will track these corrective measures to completion. If required by law, a report of the incident, including any report numbers (assigned by the National Response Center), the identity and quantity of the spill, the causes of the release and corrective measures, shall be submitted as required by 40 CFR (Code of Federal Regulations) CFR (Code of Federal Regulations)ode of Federal Regulations) (Code of Federal Regulations) (Code of Federal Regulations) 171.16 to the Director, Office of Hazardous Materials Regulations, Materials Transportation Bureau, department of Transportation, Washington, DC 20590, with copies to the DE Department of Natural Resources and Environmental Control and the generator.

5. **TRAINING**

All Active Drivers are trained in DOT and RCRA regulatory requirements, including the following:

- Identification of hazardous materials and wastes
- Safety and health hazards associated with the materials being transported.
- Practices for preventing spills, releases or handling other emergencies.
- Procedures for responding properly and rapidly to spills or other emergencies.
- Emergency procedures shall include the use of this Contingency and Spill Response Plan, First Aid, and any other procedures the company has in place for emergencies.
- How to choose and use emergency equipment and personal protective equipment

Transporter Contingency and Spill Response Plan

Appendix A

Emergency Notification List

All Spills Exceeding Reportable Quantity

NATIONAL RESPONSE CENTER

800.424.8802

New Jersey

New Jersey Department of Environmental Protection

609.292.5560/609.292.7172

Local Fire or Police

911

Pennsylvania

Pennsylvania Department of Environmental Protection

717.787.4343

Pennsylvania Emergency Management Agency

717.651.2001

Local Fire or Police

911

Delaware

Department of Natural Resources and Environmental Conservation

800.662.8802/302.739.9401

Local Fire or Police

911

New York

Department of Environmental Conservation

800.342.9296/518.457.7362

Local Fire or Police

911

South Carolina

South Carolina Department of Health and Environmental Control

888.481.0125

Local Fire or Police

911

Transporter Contingency and Spill Response Plan

Michigan

National Response Center

800.424.8802

Local Fire or Police

911

Illinois

911



Transporter Contingency and Spill Response Plan

Active Environmental Technologies, Inc.
Vehicle/Driver Safety Equipment

Item	Quantity	Description of Capabilities
Tyvek Suit/Coveralls	1 Pair	Protects against chemical spills and hazardous dusts
Full Face Respirator	1	Respiratory and eye protection at 50 times PEL
Respirator Cartridges	1 Pair	Depending on chemical type per job
Nitrile Gloves	1 box	General protection against chemical dusts
PVC Gloves	1 Pair	Chemical resistant gloves
Leather Gloves	1 Pair	General work gloves (limited protection)
PVC Boots	1 Pair	Chemical resistant footwear
Utility Knife	1	General purpose use.
Ratchet with 15/16" Socket	1	Remove open-head drums
Bung Wrench	1	Open closed-top drums
Safety Glasses	1 Pair	Eye protection
10 Lbs. ABC Fire Extinguisher	1	General purpose use
Transporter Contingency and Spill Plan	1	Reference
US DOT Emergency Response Guidebook	1	Reference
First Aid Kit	1	Minor emergency medical care
Drum Sling	1	Repackaging containers
Hard Hat	1	Head protection
Traffic Triangles	1	Delineate Incident area
Shovels/Brooms	1 Each	Spill cleanup
Overpack/Salvage Container	1	Repackage damaged or leaking containers
Absorbent Materials/Pads	1 Pack	Absorb liquid spills

12/15/2016

Attachment

7

12

Driver Training

Active Environmental Technologies, Inc.

Driver Training Program

1. Drivers hired by Active to operate a motor vehicle will have the basic skills and credentials necessary to perform this function as confirmed through the driver selection process.
2. A formal orientation program has been established to help ensure all drivers are presented with Active's company policy, understand their responsibilities and are familiarized with their vehicle. All drivers will:
 - a. Understand the Fleet Safety Program
 - b. Review individual Motor Vehicle Reports (MVR)
 - c. Understand accident reporting and emergency procedures
 - d. Review operation and control of the vehicle they are assigned to drive
 - e. Understand vehicle inspection requirements
 - f. Be familiar with our Solid Waste Transporter Permit
 - g. Understand proper handling procedures for the waste they are transporting
3. Drivers must notify the Operations Manager if their license is suspended or revoked and management will at least annually review the driving records of all commercial drivers.
4. Drivers are trained in accordance with DOT Safety Regulations as outlined in 49 CFR Parts 382, 383 and 390-399 regarding Controlled Substances, Alcohol Use and Testing, Commercial Drivers' License Standards, Driver Qualifications, Hours of Service Regulations, Inspection, Repair and Maintenance and Transportation of Hazardous Materials
5. Drivers are trained in accordance with US DOT requirements as outlined in 49 C.F.R. 172.700, Subpart H, including hazmat general awareness/familiarization and function specific training. Drivers also receive safety training, security awareness training and other training pursuant to OSHA and EPA regulations.
6. Drivers receive training on the hauling of asbestos at hire and annually.
7. Drivers are trained in the company's Transporter Contingency and Spill Response Plan.
8. Drivers receive recurrent training as required.

Attachment

8

13

Vehicle Identification

Attachment

9

14

Vehicle

Operators List



DRIVER LIST

ACTIVE ENVIRONMENTAL TECHNOLOGIES INC.

Gary Pizzuti

William Sweet

Julian Gonzalez

Pasquale Livecchi

Brian Taft

Paul Sullivan

John Gray

Doug Turner

Dennis Rice

Ethan Pratt

Attachment

10

15

Environmental Record (NOV's)



NOTICE OF VIOLATIONS

ACTIVE ENVIRONMENTAL TECHNOLOGIES INC.

DATE	ISSUING AGENCY	DESCRIPTION OF ALLEGATIONS	AMOUNT OF PENALTY OR DAMAGES
12.30.2019	NYDEC	Unauthorized Transportation of Regulated Waste; Transportation of a regulated waste to a new receiving facility without Department authorization	\$0.00
2.28.2024*	NYDEC	Unauthorized Transportation of Regulated Waste; Transportation of a new regulated waste to a receiving facility without Department authorization	\$1500.00

*Receiving facility was on permitted list but type of waste (waste oil) was not specifically listed on the permit as required by NYDEC.

Davis, DaQuan (DNREC)

From: Jennifer Anton <janton@active-env.com>
Sent: Tuesday, September 10, 2024 1:26 PM
To: Davis, DaQuan (DNREC)
Subject: FW: Missing Information on Delaware Solid Waste Transporter Permit Application
Attachments: SW Application -Active REV 9.10.24.pdf; DE Officers and Directors.pdf; 226769.pdf; 250283.pdf; 634064.pdf; 642188.pdf

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Hi DaQuan – sorry for the issues – attached please find:

- Revised Application signed by Owner (Brian Hughes)
- Officers including mailing addresses
- Lease Agreements for Leased Trucks

Thank you very much for your help – and please do not hesitate to contact me with any additional questions!

Jennifer Anton
Director of Waste Services
(609) 668-2929

From: Gary Pizzuti <gpizzuti@active-env.com>
Sent: Monday, September 9, 2024 3:25 PM
To: Jennifer Anton <janton@active-env.com>
Subject: Fw: Missing Information on Delaware Solid Waste Transporter Permit Application
Importance: High

Gary Pizzuti



203 Pine Street | Mount Holly, NJ 08060
Office: 609.702.1500

Cell: 609.707.3829
Fax: 609.702.0265

Email: gpizzuti@active-env.com

***Check out our new website:** www.ActiveEnv.com

Follow Us on Social Media!



From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> on behalf of WHStranporters <WHStranporters@delaware.gov>
Sent: Monday, September 9, 2024 1:41 PM
To: Gary Pizzuti <gpizzuti@active-env.com>
Subject: Missing Information on Delaware Solid Waste Transporter Permit Application

Hi Mr. Pizzuti,

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 4(b)- Your ownership information is missing the owner(s) mailing addresses. Please update your ownership information and send it back.
- Section 13- You did not submit the lease agreements for the leased vehicles in your list. Please provide this.
- Section 16- Please have an owner 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

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

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

1. 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- 1242 Expiration Date September 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
- Two Years - \$125.00
- Three Years - \$175.00
- Four Years - \$225.00
- Five Years - \$275.00

- One Year - \$350.00
- Two Years - \$650.00
- Three Years - \$950.00
- Four Years - \$1250.00
- Five Years - \$1550.00

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

Company Name Active Environmental Technologies Inc.

Location Address:	Mailing Address:
203 Pine Street, Mount Holly, NJ 08060	Same as location address

Contact: Gary Pizzuti Title: Director of Compliance

Business Phone: 609-702-1500 Fax: 609-702-0265

E-mail: gpizzuti@active-env.com

24 hr Emergency Contact Phone [REDACTED]

4. Company Ownership Information

(a). Please indicate the company type:

- Proprietorship
- Partnership
- Corporation - If company is a corporation, indicate city, state, and date of incorporation.

City: Medford State: New Jersey Date: January 7, 1993

- Municipality
- Public institution
- Limited Liability Corporation (LLC) State: _____
- Other: (must specify) _____

(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.

Attachment 1

(c). If company is owned by or affiliated with a parent company, attach parent company name, address & mailing address, and % ownership.

- Attachment _____
- No parent company

5. Company locations in Delaware

List name and 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: 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

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? Yes No
- (b). Identify in an attachment *all* solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- 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. Other Transporter Permits

- (a). Attach a copy of your home state solid waste transporter permit. (N/A if Delaware is your home state.)
- Attachment 3 _____
 - Not applicable-No transporter permit required for these solid waste types in our home state.

- (b). List solid waste transporter permits held in other states.

- Attachment 4 _____
- No transporter permits in other states

- (c). Indicate your Federal DOT number and Motor Carrier number:

DOT# 682760 MC# 1251553-P

- 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.

10. Proof of Financial Responsibility

The transporter must submit proof of financial responsibility as established in section 7.2.4 of Delaware's *Regulations Governing Solid Waste*. This proof may be established by a Certificate of Insurance, with MCS-90 endorsement where applicable, or by other means approved by the Department. (The Certificate of Insurance must identify the **Department of Natural Resources and Environmental 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.)
- (b). Do you transport in the State of Delaware Only (Intrastate)? Yes No
- (c). Do you transport Interstate? Yes No

- (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 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Commercial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Industrial Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Dry Waste	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Ash	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Infectious Waste	\$1,000,000.00 + MCS-90 <input type="checkbox"/>	\$750,000.00 + MCS-90 <input type="checkbox"/>
Non-Hazardous Petroleum Contaminated Soils	\$750,000.00 + MCS-90 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>
Asbestos	\$1,000,000.00 + MCS-90 <input type="checkbox"/> (For Hire & Private)	\$350,000.00 <input type="checkbox"/>
Scrap Tires Only	\$350,000.00 <input type="checkbox"/>	\$350,000.00 <input type="checkbox"/>

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 6

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 7

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.)

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 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 10
 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 9-10-24
Print Name BRIDGET HUGHES Title CFO

****A legal owner or corporate officer must sign the application****

Corporate Principals, Officers and Directors

Name	Address	Date of Birth	Relationship	Percent of Ownership
Keith Gerber	203 Pine Street Mount Holly, NJ 08060		President	33.3%
Will Von Hacht	203 Pine Street Mount Holly, NJ 08060		COO	33.3%
Brian Hughes	203 Pine Street Mount Holly, NJ 08060		CFO	33.3%



Truck Lease and Service Agreement

Schedule A

Schedule A No. 22-01

Page Two

Mileage: Lessee estimates that each of the Vehicle(s) listed on this Schedule A will be operated a maximum of 65000 miles within each twelve-month period during which it is this Agreement ("Estimated Annual Miles"). If any year of the Agreement, the actual miles traveled by a Vehicle exceed the Estimated Annual Miles by more than 10%, the Lessee shall pay Miller an additional charge equal to \$ 0.10 for each mile in excess of the total Estimated Annual Miles. Lessee agrees to pay this surcharge in addition to all other amounts due to Miller within the time provided in the Truck Lease and Service Agreement. Lessee will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage.

Refrigeration Units: Lessee agrees that each refrigeration unit described on this Schedule A will operate a maximum N/A hours per each twelve-month period during which it is under this Agreement ("Estimated Annual Hours"). If in any year of the Agreement, the actual hours run by a refrigeration unit exceeds the Estimated Annual Hours by more than N/A the Lessee shall pay Miller an additional charge equal to N/A for each hour in excess of the total Estimated Annual Hours.

Once a vehicle set forth on this schedule continues in service after such vehicle has exceeded its Estimated Term Mileage or Estimated Term Refrigeration Hours (as defined here in), Miller reserves the right to eliminate the applicable variable and/or hourly rate charges and Lessee will then be billed for all of Miller's actual maintenance costs including all Labor, Parts, Supplies and other vehicle related services for the remainder of the lease term. All other terms and conditions remain in effect including over mileage penalties.

General: This Schedule A contains information regarding each Vehicle selected by you and is part of the Agreement. When you sign this Schedule A, you authorize Miller to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin as of the Date of In Service and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the Agreement.

Current Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers using a 1982 base period) as of the date of signing.

The rates and pricing quoted herein are subject to adjustment to the extent of any equipment manufacturer surcharge, tariff, price increase or tax increase after the date hereof. Specifically, for each \$100 increase in price (including freight or other ancillary charges), the Fixed Monthly Rental Charge shall be increased by \$1.95 per month and the original value shall be increased by \$100.

The minimum limits of coverage for Auto Liability and Comprehensive General Liability and Physical Damage for Vehicle(s) listed in this Schedule A, notwithstanding anything to the contrary in the Truck Lease and Service Agreement, shall be as follows: (i) for injury to and death of persons and or damage to and loss of property, a combined single limit of \$1,000,000, or, for vehicles involved in transporting, manufacturing or handling hazardous materials, a combined single limit of \$5,000,000; (ii) for physical damage with minimum limits in an amount no less than that specified in Paragraph III P of the Agreement, (iii) the deductible for physical damage and comprehensive insurance shall not exceed \$1,000. Lessee must provide, through its insurer, a Lessor's Endorsement Form CA 2001.0306. Miller must be listed as an additional Insured and loss payee on Lessee's Automobile and General Liability Policies.

Hold-over Lease: If you operate any Vehicle after its lease term has ended, the terms of the Agreement will apply to the hold-over lease, but Miller will have the right to terminate the hold-over lease seven (7) days after Miller sends you written notice (but Miller will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the Agreement or if Miller has previously sent you a termination notice covering that Vehicle). Your billed monthly fixed charge will increase 30% starting on the day that the Vehicle(s) are past the term on the Agreement, together with any additional maintenance costs. Unless new replacement vehicle(s) have been signed with Miller prior to expiration.

Monthly Fixed Charges for each vehicle shall begin on the first day of the first full calendar month following the Date of In-Service of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such Monthly Fixed Charges are payable, Lessee will pay an interim charge in an amount equal to the Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the then Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. Any applicable interim rent charges do not apply towards the depreciated value.

Miller Truck Leasing

Signature: [Signature]
Print Name: Maria
Title: [Signature]
Date: 12/30/22
Witness: [Signature]

ACTIVE ENVIRONMENTAL TECHNOLOGIES

Signature: [Signature]
Print Name: Brian Hughes
Title: CEO/Secretary
Date: 11/21/22
Witness: [Signature]



Truck Lease and Service Agreement Schedule A

Page Two

Schedule A No. 23-01

Mileage: Lessee estimates that each of the Vehicle(s) listed on this Schedule A will be operated a maximum of 25000 miles within each twelve-month period during which it is this Agreement ("Estimated Annual Miles"). If any year of the Agreement, the actual miles traveled by a Vehicle exceed the Estimated Annual Miles by more than 10%, the Lessee shall pay Miller an additional charge equal to \$ 0.10 for each mile in excess of the total Estimated Annual Miles. Lessee agrees to pay this surcharge in addition to all other amounts due to Miller within the time provided in the Truck Lease and Service Agreement. Lessee will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage.

Refrigeration Units: Lessee agrees that each refrigeration unit described on this Schedule A will operate a maximum na hours per each twelve-month period during which it is under this Agreement ("Estimated Annual Hours"), if in any year of the Agreement, the actual hours run by a refrigeration unit exceeds the Estimated Annual Hours by more than na the Lessee shall pay Miller an additional charge equal to na for each hour in excess of the total Estimated Annual Hours.

Once a vehicle set forth on this schedule continues in service after such vehicle has exceeded its Estimated Term Mileage or Estimated Term Refrigeration Hours (as defined here in), Miller reserves the right to eliminate the applicable variable and/or hourly rate charges and Lessee will then be billed for all of Miller's actual maintenance costs including all Labor, Parts, Supplies and other vehicle related services for the remainder of the lease term. All other terms and conditions remain in effect including over mileage penalties.

General: This Schedule A contains information regarding each Vehicle selected by you and is part of the Agreement. When you sign this Schedule A, you authorize Miller to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin as of the Date of In Service and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the Agreement.

Current Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers using a 1982 base period) as of the date of signing.

The rates and pricing quoted herein are subject to adjustment to the extent of any equipment manufacturer surcharge, tariff, price increase or tax increase after the date hereof. Specifically, for each \$100 increase in price (including freight or other ancillary charges), the Fixed Monthly Rental Charge shall be increased by \$1.95 per month and the original value shall be increased by \$100.



The minimum limits of coverage for Auto Liability and Comprehensive General Liability and Physical Damage for Vehicle(s) listed in this Schedule A, notwithstanding anything to the contrary in the Truck Lease and Service Agreement, shall be as follows: (i) for injury to and death of persons and or damage to and loss of property, a combined single limit of \$1,000,000, or, for vehicles involved in transporting, manufacturing or handling hazardous materials, a combined single limit of \$5,000,000; (ii) for physical damage with minimum limits in an amount no less than that specified in Paragraph III P of the Agreement, (iii) the deductible for physical damage and comprehensive insurance shall not exceed \$1,000. Lessee must provide, through its insurer, a Lessor's Endorsement Form CA 2001.0306. Miller must be listed as an additional Insured and loss payee on Lessee's Automobile and General Liability Policies.


Hold-over Lease: If you operate any Vehicle after its lease term has ended, the terms of the Agreement will apply to the hold-over lease, but Miller will have the right to terminate the hold-over lease seven (7) days after Miller sends you written notice (but Miller will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the Agreement or if Miller has previously sent you a termination notice covering that Vehicle). Your billed monthly fixed charge will increase 30% starting on the day that the Vehicle(s) are past the term on the Agreement, together with any additional maintenance costs. Unless new replacement vehicle(s) have been signed with Miller prior to expiration.

Monthly Fixed Charges for each vehicle shall begin on the first day of the first full calendar month following the Date of In-Service of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such Monthly Fixed Charges are payable, Lessee will pay an interim charge in an amount equal to the Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the then Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. Any applicable interim rent charges do not apply towards the depreciated value.

Miller Truck Leasing

Active Environmental Technologies

Signature: 
Print Name: Mark Miller
Title: President
Date: 12/20/23
Witness: 

Signature: 
Print Name: Owen Heller
Title: Transportation Manager
Date: Dec 6, 2023
Witness: _____



Truck Lease and Service Agreement

Schedule A

Page Two

Schedule A No. 21-01

Mileage: Lessee estimates that each of the Vehicle(s) listed on this Schedule A will be operated a maximum of 45000 miles within each twelve-month period during which it is this Agreement ("Estimated Annual Miles"). If any year of the Agreement, the actual miles traveled by a Vehicle exceed the Estimated Annual Miles by more than 10%, the Lessee shall pay Miller an additional charge equal to \$ 0.10 for each mile in excess of the total Estimated Annual Miles. Lessee agrees to pay this surcharge in addition to all other amounts due to Miller within the time provided in the Truck Lease and Service Agreement. Lessee will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage.

Refrigeration Units: Lessee agrees that each refrigeration unit described on this Schedule A will operate a maximum 0 hours per each twelve-month period during which it is under this Agreement ("Estimated Annual Hours"). If in any year of the Agreement, the actual hours run by a refrigeration unit exceeds the Estimated Annual Hours by more than the Lessee shall pay Miller an additional charge equal to for each hour in excess of the total Estimated Annual Hours.

Once a vehicle set forth on this schedule continues in service after such vehicle has exceeded its Estimated Term Mileage or Estimated Term Refrigeration Hours (as defined here in), Miller reserves the right to eliminate the applicable variable and/or hourly rate charges and Lessee will then be billed for all of Miller's actual maintenance costs including all Labor, Parts, Supplies and other vehicle related services for the remainder of the lease term. All other terms and conditions remain in effect including over mileage penalties.

General: This Schedule A contains information regarding each Vehicle selected by you and is part of the Agreement. When you sign this Schedule A, you authorize Miller to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin as of the Date of In Service and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the Agreement.

Current Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers using a 1982 base period) as of the date of signing.

The minimum limits of coverage for Auto Liability and Comprehensive General Liability and Physical Damage for Vehicle(s) listed in this Schedule A, notwithstanding anything to the contrary in the Truck Lease and Service Agreement, shall be as follows: (i) for injury to and death of persons and or damage to and loss of property, a combined single limit of \$1,000,000, or, for vehicles involved in transporting, manufacturing or handling hazardous materials, a combined single limit of \$5,000,000; (ii) for physical damage with minimum limits in an amount no less than that specified in Paragraph III P of the Agreement, (iii) the deductible for physical damage and comprehensive insurance shall not exceed \$1,000. Lessee must provide, through its insurer, a Lessor's Endorsement Form CA 2001.0306. Miller must be listed as an additional insured and loss payee on Lessee's Automobile and General Liability Policies.

Hold-over Lease: If you operate any Vehicle after its lease term has ended, the terms of the Agreement will apply to the hold-over lease, but Miller will have the right to terminate the hold-over lease seven (7) days after Miller sends you written notice (but Miller will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the Agreement or if Miller has previously sent you a termination notice covering that Vehicle). Your billed monthly fixed charge will increase 30% starting on the day that the Vehicle(s) are past the term on the Agreement, together with any additional maintenance costs.

Monthly Fixed Charges for each vehicle shall begin on the first day of the first full calendar month following the Date of In-Service of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such Monthly Fixed Charges are payable, Lessee will pay an interim charge in an amount equal to the Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. in addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the then Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. Any applicable interim rent charges do not apply towards the depreciated value.

Miller Truck Leasing

Signature: [Handwritten Signature]
Print Name: [Handwritten Name]
Title: [Handwritten Title]
Date: 6/27/22
Witness: [Handwritten Signature]

ACTIVE ENVIRONMENTAL TECHNOLOGIES

Signature: [Handwritten Signature]
Print Name: Brian Hughes
Title:
Date: 6-13-22
Witness:



SCHEDULE A RATE CHANGE NOTIFICATION (S) TO CUSTOMER		SCHEDULE A #	22-02
Customer	Active Environmental Technologies	Unit #	642188
Schedule A Signed	13-Jun-22	Master Agreement Signed	10-Aug-21
Schedule A Cost of Adjustment Clause and Calculation			
Prices quoted on this schedule reflect current manufacturers pricing and in most cases are price protected, however, should prices deviate due to changes in Federal and/ or Local Government requirements, or due to changes in manufacturing production cost or delivery, such costs shall be adjusted upward for each \$100.00 (or fraction thereof) as follows:			
Original Value	\$ 100.00	Monthly Depreciation \$	0.58
		Monthly Rate \$	1.95
Original Sched A Value	\$ 173,980.50		
FET GWV >33K	\$ -		
***Vehicle Increase Amount	\$ 1,327.00	***Cost Increase from Vehicle Manufacturer	
New Schedule A Value	\$ 175,307.50		
Original Monthly Depreciation	\$ 905.47	Increase Increments	
Increase Amount	7.70	13.27	
New Monthly Depreciation	\$ 913.17		
Original Monthly Fixed Rate	\$ 2,692.16	Increase Increments	
Monthly Cap Cost Increase	25.88	13.27	
Adjusted Monthly Fixed Rate	\$ 2,718.04		
<p>This Calculation Sheet shall serve as notification to Customer of Lessor's right to amend the Schedule A Value, Depreciation and Monthly Fixed Rate due to Increase of Costs and Interest Rates prior to Date of In-Service. The amounts included in this sheet shall immediately replace the original Schedule A Value, Depreciation and Monthly Fixed Rate and all other terms in both the Vehicle Lease and Service Agreement and corresponding Schedule A shall remain in full force and effect.</p>			

Customer Signature: _____

Date Signed: _____



Truck Lease and Service Agreement Schedule A

Page Two

Schedule A No. 22-02

Mileage: Lessee estimates that each of the Vehicle(s) listed on this Schedule A will be operated a maximum of 65000 miles within each twelve-month period during which it is this Agreement ("Estimated Annual Miles"). If any year of the Agreement, the actual miles traveled by a Vehicle exceed the Estimated Annual Miles by more than 10%, the Lessee shall pay Miller an additional charge equal to \$ 0.10 for each mile in excess of the total Estimated Annual Miles. Lessee agrees to pay this surcharge in addition to all other amounts due to Miller within the time provided in the Truck Lease and Service Agreement. Lessee will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage.

Refrigeration Units: Lessee agrees that each refrigeration unit described on this Schedule A will operate a maximum 0 hours per each twelve-month period during which it is under this Agreement ("Estimated Annual Hours"). If in any year of the Agreement, the actual hours run by a refrigeration unit exceeds the Estimated Annual Hours by more than the Lessee shall pay Miller an additional charge equal to _____ for each hour in excess of the total Estimated Annual Hours.

Once a vehicle set forth on this schedule continues in service after such vehicle has exceeded its Estimated Term Mileage or Estimated Term Refrigeration Hours (as defined here in), Miller reserves the right to eliminate the applicable variable and/or hourly rate charges and Lessee will then be billed for all of Miller's actual maintenance costs including all Labor, Parts, Supplies and other vehicle related services for the remainder of the lease term. All other terms and conditions remain in effect including over mileage penalties.

General: This Schedule A contains information regarding each Vehicle selected by you and is part of the Agreement. When you sign this Schedule A, you authorize Miller to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin as of the Date of In Service and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the Agreement.

Current Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers using a 1982 base period) as of the date of signing.

The rates and pricing quoted herein are subject to adjustment to the extent of any equipment manufacturer surcharge, tariff, price increase or tax increase after the date hereof. Specifically, for each \$100 increase in price (including freight or other ancillary charges), the Fixed Monthly Rental Charge shall be increased by \$1.95 per month and the original value shall be increased by \$100.

The minimum limits of coverage for Auto Liability and Comprehensive General Liability and Physical Damage for Vehicle(s) listed in this Schedule A, notwithstanding anything to the contrary in the Truck Lease and Service Agreement, shall be as follows: (i) for injury to and death of persons and or damage to and loss of property, a combined single limit of \$1,000,000, or, for vehicles involved in transporting, manufacturing or handling hazardous materials, a combined single limit of \$5,000,000; (ii) for physical damage with minimum limits in an amount no less than that specified in Paragraph III P of the Agreement, (iii) the deductible for physical damage and comprehensive insurance shall not exceed \$1,000. Lessee must provide, through its insurer, a Lessor's Endorsement Form CA 2001.0306. Miller must be listed as an additional insured and loss payee on Lessee's Automobile and General Liability Policies.

Hold-over Lease: If you operate any Vehicle after its lease term has ended, the terms of the Agreement will apply to the hold-over lease, but Miller will have the right to terminate the hold-over lease seven (7) days after Miller sends you written notice (but Miller will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the Agreement or if Miller has previously sent you a termination notice covering that Vehicle). Your billed monthly fixed charge will increase 30% starting on the day that the Vehicle(s) are past the term on the Agreement, together with any additional maintenance costs. Unless new replacement vehicle(s) have been signed with Miller prior to expiration.

Monthly Fixed Charges for each vehicle shall begin on the first day of the first full calendar month following the Date of In-Service of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such Monthly Fixed Charges are payable, Lessee will pay an interim charge in an amount equal to the Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the then Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. Any applicable interim rent charges do not apply towards the depreciated value.

Miller Truck Leasing

Signature: _____
Print Name: Mya M. L.
Title: _____
Date: 7/15/22
Witness: _____

ACTIVE ENVIORMENTAL TECHNOLOGIES

Signature: [Signature]
Print Name: Brian Hughes
Title: CFO
Date: 6/13/22
Witness: _____



TRUCK LEASE AND SERVICE AGREEMENT
ADDENDUM

Annexed to and forming part of any Truck Lease and Service Agreement, Contract Maintenance Agreements, Rental Agreements and Repair Services ("Lease") between GC Transport ("Customer") and Miller Truck Leasing Company.

Deposit Agreement

As a consideration to Miller Truck Leasing entering into the Lease, Customer hereby agrees to place on deposit the Sum of Seventy Three Thousand Two Hundred Ninety Dollars (\$73,290.00), receipt of said sum being duly acknowledged upon execution of this ADDENDUM. Customer grants and conveys to Miller Truck Leasing a continuing lien and security interest in the deposit.

It is agreed that Miller Truck Leasing shall have the right, at its discretion, without prior demand or notice to Customer, to apply the money on deposit toward the satisfaction of any and all obligations which Customer may have to Miller Truck Leasing including, but not limited to, any and all losses sustained by Miller Truck Leasing as a result of Customer's failure to perform its obligations under the Lease. No modification, termination or cancellation of the Lease shall in any way effect Miller Truck Leasing's right to apply any of the money toward the satisfaction of any of Customer's obligations to Miller Truck Leasing. If the amount of the deposit shall be sufficient to satisfy Customer's obligations to Miller Truck Leasing, the excess, if any, shall be returned to Customer by Miller Truck Leasing. If the amount of the deposit shall be insufficient to satisfy Customer's obligations, Customer shall remain liable for the deficiency and Miller Truck Leasing shall be entitled to exercise all of its rights and remedies at law or in equity.

It is further agreed the deposit is to continue for the life of the Lease, whether or not renewed or modified in any way, And independent of any changes in, or, or to, the vehicle(s) leased to Customer by Miller Truck Leasing. It may be Co-mingled with Miller Truck Leasing's general funds and will not bear interest.

IN WITNESS WHEREOF, Customer has hereunto set his hand, or if Customer be a corporation, has caused these presents to be duly executed by its President, Vice President or other official authorized pursuant to a valid resolution adopted at a duly held meeting of the Board of Directors of said corporation, and Miller Truck Leasing has caused these presents to be executed by an officer thereunto duly authorized this (date): day of , 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by their duly authorized representatives.

MILLER TRUCK LEASING COMPANY (LESSOR)

Signature: [Handwritten Signature]

Title: [Handwritten Title]

Date: 6/21/22

GC Transport LLC (LESSEE)

Signature: X [Handwritten Signature]

Title: PRESIDENT

Date: 5/27/22



TRUCK LEASE AND SERVICE AGREEMENT
ADDENDUM

Funds Received:	Date:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MILLER TRUCK LEASING COMPANY
(LESSOR)

Signature: _____

Title: _____

Date: 6/22/22

GC Transport LLC
(LESSEE)

Signature: X _____

Title: PRESIDENT

Date: 5/27/22



SCHEDULE A RATE CHANGE NOTIFICATION (\$) TO CUSTOMER		SCHEDULE A #	22-02
Customer	Active Environmental Technologies	Unit #	642188
Schedule A Signed	13-Jun-22	Master Agreement Signed	10-Aug-21
Schedule A Cost of Adjustment Clause and Calculation			
Prices quoted on this schedule reflect current manufacturers pricing and in most cases are price protected, however, should prices deviate due to changes in Federal and/ or Local Government requirements, or due to changes in manufacturing production cost or delivery, such costs shall be adjusted upward for each \$100.00 (or fraction thereof) as follows:			
Original Value	\$ 100.00	Monthly Depreciation	\$ 0.58
		Monthly Rate	\$ 1.95
Original Sched A Value	\$ 173,980.50		
FET GVW >33K	\$ -		
***Vehicle Increase Amount	\$ 1,327.00	***Cost Increase from Vehicle Manufacturer	
New Schedule A Value	\$ 175,307.50		
Original Monthly Depreciation	\$ 905.47	Increase Increments	
Increase Amount	7.70	13.27	
New Monthly Depreciation	\$ 913.17		
Original Monthly Fixed Rate	\$ 2,692.16	Increase Increments	
Monthly Cap Cost Increase	25.88	13.27	
Adjusted Monthly Fixed Rate	\$ 2,718.04		
This Calculation Sheet shall serve as notification to Customer of Lessor's right to amend the Schedule A Value, Depreciation and Monthly Fixed Rate due to Increase of Costs and Interest Rates prior to Date of In-Service. The amounts included in this sheet shall immediately replace the original Schedule A Value, Depreciation and Monthly Fixed Rate and all other terms in both the Vehicle Lease and Service Agreement and corresponding Schedule A shall remain in full force and effect.			

Customer Signature: _____

Date Signed: _____



Truck Lease and Service Agreement Schedule A

Page Two

Schedule A No. 22-02

Mileage: Lessee estimates that each of the Vehicle(s) listed on this Schedule A will be operated a maximum of 65,000 miles within each twelve-month period during which it is this Agreement ("Estimated Annual Miles"). If any year of the Agreement, the actual miles traveled by a Vehicle exceed the Estimated Annual Miles by more than 10%, the Lessee shall pay Miller an additional charge equal to \$ 0.10 for each mile in excess of the total Estimated Annual Miles. Lessee agrees to pay this surcharge in addition to all other amounts due to Miller within the time provided in the Truck Lease and Service Agreement. Lessee will not be entitled to a credit or carry forward if actual annual miles are less than the Estimated Annual Mileage.

Refrigeration Units: Lessee agrees that each refrigeration unit described on this Schedule A will operate a maximum 0 hours per each twelve-month period during which it is under this Agreement ("Estimated Annual Hours"). If in any year of the Agreement, the actual hours run by a refrigeration unit exceeds the Estimated Annual Hours by more than _____ the Lessee shall pay Miller an additional charge equal to _____ for each hour in excess of the total Estimated Annual Hours.

Once a vehicle set forth on this schedule continues in service after such vehicle has exceeded its Estimated Term Mileage or Estimated Term Refrigeration Hours (as defined here in), Miller reserves the right to eliminate the applicable variable and/or hourly rate charges and Lessee will then be billed for all of Miller's actual maintenance costs including all Labor, Parts, Supplies and other vehicle related services for the remainder of the lease term. All other terms and conditions remain in effect including over mileage penalties.

General: This Schedule A contains information regarding each Vehicle selected by you and is part of the Agreement. When you sign this Schedule A, you authorize Miller to obtain the Vehicle(s) listed on this Schedule A and agree to take delivery of them. The Lease Term for the Vehicle(s) will begin as of the Date of In Service and will continue for the period specified on this Schedule A unless the Lease Term is terminated earlier as permitted by the Agreement.

Current Consumer Price Index (Revised Consumer Price Index for Urban Wage Earners and Clerical Workers using a 1982 base period) as of the date of signing.

The rates and pricing quoted herein are subject to adjustment to the extent of any equipment manufacturer surcharge, tariff, price increase or tax increase after the date hereof. Specifically, for each \$100 increase in price (including freight or other ancillary charges), the Fixed Monthly Rental Charge shall be increased by \$1.95 per month and the original value shall be increased by \$100.

The minimum limits of coverage for Auto Liability and Comprehensive General Liability and Physical Damage for Vehicle(s) listed in this Schedule A, notwithstanding anything to the contrary in the Truck Lease and Service Agreement, shall be as follows: (i) for injury to and death of persons and or damage to and loss of property, a combined single limit of \$1,000,000, or, for vehicles involved in transporting, manufacturing or handling hazardous materials, a combined single limit of \$5,000,000; (ii) for physical damage with minimum limits in an amount no less than that specified in Paragraph III P of the Agreement, (iii) the deductible for physical damage and comprehensive insurance shall not exceed \$1,000. Lessee must provide, through its insurer, a Lessor's Endorsement Form CA 2001.0306. Miller must be listed as an additional insured and loss payee on Lessee's Automobile and General Liability Policies.

Hold-over Lease: If you operate any Vehicle after its lease term has ended, the terms of the Agreement will apply to the hold-over lease, but Miller will have the right to terminate the hold-over lease seven (7) days after Miller sends you written notice (but Miller will not be required to send you notice prior to such a termination if you have failed to cure an outstanding default under the Agreement or if Miller has previously sent you a termination notice covering that Vehicle). Your billed monthly fixed charge will increase 30% starting on the day that the Vehicle(s) are past the term on the Agreement, together with any additional maintenance costs. Unless new replacement vehicle(s) have been signed with Miller prior to expiration.

Monthly Fixed Charges for each vehicle shall begin on the first day of the first full calendar month following the Date of In-Service of the vehicle and shall cease accruing at the end of the last full calendar month prior to the day the vehicle is surrendered. Lessee agrees that, from the time of acceptance of the vehicle by Lessee to the time when such Monthly Fixed Charges are payable, Lessee will pay an interim charge in an amount equal to the Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. In addition, Lessee agrees to pay an interim charge for the month of surrender until the date of surrender in an amount equal to the then Monthly Fixed Charge pro-rated on a daily basis based on the actual number of days in the month. Any applicable interim rent charges do not apply towards the depreciated value.

Miller Truck Leasing

Signature: _____
Print Name: Myra M. Miller
Title: _____
Date: 7/15/22
Witness: _____

ACTIVE ENVIORMENTAL TECHNOLOGIES

Signature: [Signature]
Print Name: Brian Hughes
Title: CFO
Date: 6/13/22
Witness: _____



TRUCK LEASE AND SERVICE AGREEMENT
ADDENDUM

Annexed to and forming part of any Truck Lease and Service Agreement, Contract Maintenance Agreements, Rental Agreements and Repair Services ("Lease") **between** GC Transport ("Customer") and Miller Truck Leasing Company.

Deposit Agreement

As a consideration to **Miller Truck Leasing** entering into the Lease, Customer hereby agrees to place on deposit the Sum of **Seventy Three Thousand Two Hundred Ninety Dollars (\$73,290.00)**, receipt of said sum being duly acknowledged upon execution of this ADDENDUM. Customer grants and conveys to **Miller Truck Leasing** a continuing lien and security interest in the deposit.

It is agreed that **Miller Truck Leasing** shall have the right, at its discretion, without prior demand or notice to Customer, to apply the money on deposit toward the satisfaction of any and all obligations which Customer may have to **Miller Truck Leasing** including, but not limited to, any and all losses sustained by **Miller Truck Leasing** as a result of Customer's failure to perform its obligations under the Lease. No modification, termination or cancellation of the Lease shall in any way effect **Miller Truck Leasing's** right to apply any of the money toward the satisfaction of any of Customer's obligations to **Miller Truck Leasing**. If the amount of the deposit shall be sufficient to satisfy Customer's obligations to **Miller Truck Leasing**, the excess, if any, shall be returned to Customer by **Miller Truck Leasing**. If the amount of the deposit shall be insufficient to satisfy Customer's obligations, Customer shall remain liable for the deficiency and **Miller Truck Leasing** shall be entitled to exercise all of its rights and remedies at law or in equity.

It is further agreed the deposit is to continue for the life of the Lease, whether or not renewed or modified in any way, And independent of any changes in, or, or to, the vehicle(s) leased to Customer by **Miller Truck Leasing**. It may be Co-mingled with **Miller Truck Leasing's** general funds and will not bear interest.

IN WITNESS WHEREOF, Customer has hereunto set his hand, or if Customer be a corporation, has caused these presents to be duly executed by its President, Vice President or other official authorized pursuant to a valid resolution adopted at a duly held meeting of the Board of Directors of said corporation, and **Miller Truck Leasing** has caused these presents to be executed by an officer thereunto duly authorized this (date): day of , 2022.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by their duly authorized representatives.

MILLER TRUCK LEASING COMPANY
(LESSOR)

Signature: [Signature]

Title: [Signature]

Date: 6/21/22

GC Transport LLC
(LESSEE)

Signature: X [Signature]

Title: PRESIDENT

Date: 5/27/22



TRUCK LEASE AND SERVICE AGREEMENT
ADDENDUM

Funds Received:	Date:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

MILLER TRUCK LEASING COMPANY
(LESSOR)

Signature: _____

Title: _____

Date: 6/22/22

GC Transport LLC
(LESSEE)

Signature: X _____

Title: PRESIDENT

Date: 5/27/22