

RECEIPT

DATE

10/03/24

No.

654587

RECEIVED FROM

La Bella + Son's, Inc.

\$ 350.00

Three hundred fifty and $\frac{00}{100}$

DOLLARS

 FOR RENT

DE-SW-1725

 FOR

ACCOUNT	
PAYMENT	
BAL. DUE	

 CASH CHECK MONEY
ORDER CREDIT
CARD

FROM

1359

TO

BY

M.M.



RECEIVED

OCT 03 2024

DNREC - WHS

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

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- 1725 Expiration Date 9/30/2024

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

- One Year - \$75.00
- Two Years - \$125.00
- Three Years - \$175.00
- Four Years - \$225.00
- Five Years - \$275.00

ALL OTHERS

- 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 LaBella & Sons Inc

Location Address:	Mailing Address:
3929 Nancy Lane Collegeville Pa 19426	3929 Nancy Lane Collegeville Pa 19426

Contact: Charles LaBella Title: President

Business Phone: 610-476-0287 Fax: _____

E-mail: [REDACTED]

24 hr Emergency Contact Phone: 610-476-0287

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: Collegeville State: Pa Date: 1995

- 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 _____

(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) DRPI La
 - 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 PA WH16487
 - 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 _____
- No transporter permits in other states

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

DOT# 451920 MC# 530794-C

- 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 checked="" 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 _____

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 _____

I am a single owner operator who has been driving for 30 years with a clean record

SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
 - 1). Reflectors and/or flares
 - 2). Fire extinguisher
 - 3). First aid kit
 - 4). Heavy-duty gloves, hard hat
 - 5). Flashlight
 - 6).
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
 - 1). Check tires, air pressure, and for leaks under truck
 - 2). Start truck and check lights
- (4) If there is an accident or other emergency which causes a portion of the load to be spilled, the driver, if uninjured, will contact the following designated company coordinator:

Name: Charles LaBella Phone: 610-476-0287
- (5) The designated coordinator will contact the state and municipal authorities where the accident occurred. If the accident or spill has the potential to cause environmental damage, (either due to the nature of the waste, location of the accident, or additional factors such as leaking oil, gasoline, or hydraulic fluid) the person contacted will notify the state emergency response team, by calling one of the following numbers:

Delaware: 911, (302) 739-9401 or 1-800-662-8802 (*Other numbers may be listed as follows, however, the listed Delaware numbers must be included in the spill control plan.*)

Maryland:

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

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 _____
 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 Charles LaBella Date 9-29-24
Print Name CHARLES LABELLA Title OWNER

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

Vehicle Operator List:

Charles LaBella

Ownership Information:

Charles J. LaBella, President/Owner

3929 Nancy Lane, Collegeville Pa. 19426



100% ownership

Davis, DaQuan (DNREC)

From: Jodi Herbein <jsherbein@outlook.com>
Sent: Wednesday, October 9, 2024 3:59 PM
To: WHStransporters
Subject: RE: Missing Information on Delaware Solid Waste Transporter Permit Application
Attachments: mcs90 labella.pdf

Hi DaQuan,

Attached is the MCS-90 endorsement.

Let me know if you need anything else,

*Best,
Jodi Herbein
610-955-5263*

From: Davis, DaQuan (DNREC) <daquan.davis@delaware.gov> **On Behalf Of** WHStransporters
Sent: Tuesday, October 8, 2024 8:44 AM
To: Jodi Herbein <jsherbein@outlook.com>
Subject: RE: Missing Information on Delaware Solid Waste Transporter Permit Application

Thank you for submitting the certificate of insurance, home transporter permit, and lease agreement. I am awaiting the submission of the MCS -90 endorsement form.



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



From: Jodi Herbein <jsherbein@outlook.com>
Sent: Tuesday, October 8, 2024 7:32 AM

To: WHStranporters <WHStranporters@delaware.gov>

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

Hi DaQuan,

Apologies for the delay on this.

I am having trouble with the MCS-90 endorsement from my insurance company. They've given it to us every year- but there are new people working this year and for some reason they are having trouble figuring out how to pull this form. I didn't want to hold off on the other items while I wait for that.

I will reach out to them again today and forward the MCS90 as soon as I receive it.

Best,

Jodi Herbein

610-955-5263

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

Sent: Friday, October 4, 2024 2:12 PM

To: jsherbein@outlook.com

Subject: Missing Information on Delaware Solid Waste Transporter Permit Application

Hi Mr. LaBella,

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 9(a)- Please provide your home state transporter permit.
- Section 10- You did not submit a certificate of insurance. Please provide this form and ensure you have the correct amount of automobile liability insurance and add the Department of Natural Resources and Environmental Control address in the Certificate Holder section the address is 89 Kings HWY, Dover, DE 19901.
- Section 10-The MCS-90 endorsement form policy doesn't match your automotive liability insurance on your certificate of insurance. Please provide an MCS-90 endorsement form that does.
- Section 13- You did not submit the vehicle lease agreement. Please provide this.

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

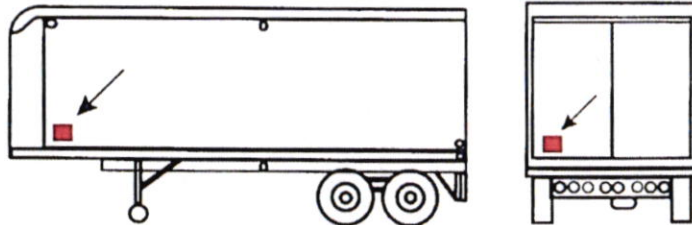
📍 89 Kings Hwy SW, Dover, DE 19901

🌐 dnrec.delaware.gov

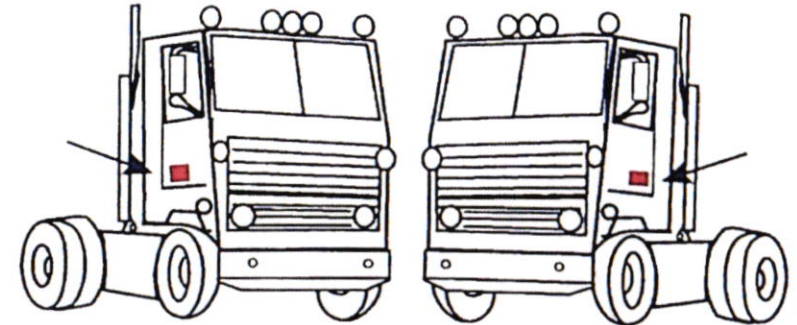


Apply stickers to a clean, dry surface. It may take 24 hours for adhesive to reach full tack. Do not remove stickers once they are applied.

Waste Trailers



Trucks and Truck Tractors



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

17



COMMONWEALTH OF PENNSYLVANIA
Waste Transportation Safety Program
Written Authorization

6487259082

Phone No. (610)-476-0287

VIN# 1XP5DB9X97N696908
WH16487
Expires Mar 2025

LABELLA & SONS, INC.
CHARLES LABELLA
3929 NANCY LANE
COLLEGEVILLE, PA 19426-2403



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

If lost or damaged contact DEP immediately at 717-783-9258.
A replacement fee is required.
Duplication or Photocopies of this original documentation are not valid.

Applied stickers take 24 hours to reach full tack



6487259082

WH16487
EXP MAR 2025

VIN 1XP5DB9X97N696908

TRACTOR

PA WTSP

DEP-S25B

CAUTION! REMOVE STICKERS CAREFULLY.

APPLICATION INSTRUCTIONS

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



6487259082

WH16487
EXP MAR 2025

VIN 1XP5DB9X97N696908

TRACTOR

PA WTSP

DEP-S25B

LEVARI TRUCKING CO., LLC.

EQUIPMENT LEASE

THIS EQUIPMENT LEASE ("Lease") is made and effective January 1, 2023, by and between Levari Trucking Company, LLC, ("Lessor") with offices at 5050 Landis Avenue Vineland, NJ 08360 and LaBella & Sons ("Lessee") with offices at 3929 Nancy Lane, Colledgeville Pa 19426

Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible assets.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Lease.

Lessor hereby leases to the Lessee, and Lessee hereby leases from the Lessor, the following described equipment (the "Equipment"): Tipper Trailer .

2. Term.

The term of the Lease shall commence on January 1, 2023 and shall expire December 31, 2024, months thereafter.

3. Availability

Lessor shall make available to Lessee the Equipment at anytime as required by the Lessee.

4. Rent and Deposit.

The weekly rent for the Equipment shall be paid in installments of \$400.00 per month for use when Equipment leaves the yard to be delivered to the designated site, beginning on 15 days after the invoicing and shall continue until 15 days after the last invoice, at 5050 Landis Avenue Vineland NJ 08360

5. Use.

Lessee shall use the Equipment in a careful manner and proper manner and shall comply with and conform to all Federal, State, NJDEP, Municipal, police and other laws, ordinances and regulations relating to the possession, use or maintenance of the Equipment.

6. Repairs.

Lessor, at its own cost and expense, shall keep the Equipment in good repair, condition and working order and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical working order.

7. Loss and Damage.

A. Lessor hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any damages caused by the Lessor's own act of negligence, carelessness or recklessness or that of its employees, the Lessee shall bear the entire risk of loss and damage to the Equipment caused by the Lessees' own act of negligence, carelessness or recklessness or the act of any employee of the Lessee. No loss or damage to the Equipment or any part thereof shall impair any obligation of the Lessor under this Lease which shall continue in full force and effect through the term of the Lease.

B. In the event of loss or damage of any kind whatever to the Equipment, Lessor shall at Lessee's option:

B. If Lessor fails to observe, keep or perform any other provision of this Lease required to be observed, kept, or performed by Lessor, Lessee shall have the right to exercise anyone or more of the following remedies:

1. To terminate the Lease
2. To pursue any other remedy at law or equity.

14. Ownership.

The Equipment is and shall at all times be and remain, the sole and exclusive property of Lessor; and Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

15. Additional Documents.

If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in Equipment including but not limited to a USS financing statement.

16. Entire Agreement.

This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

17. Notices.

Service of all notices under this Agreement shall be sufficient if given personally or mailed certified, return receipt requested, postage prepaid, at the address hereinafter set forth or to such address as such party may provide in writing from time to time.

If to Lessor:

Kenneth D. Levari, Jr.
Levari Trucking Co., LLC
5050 Landis Avenue
Vineland NJ 08360

If to Lessee:

LaBella & Sons
3929 Nancy Lane
Collegeville Pa 19426

18. Assignment.

Lessor shall not assign this Lease or its interest in the Equipment without the prior written consent of the Lessee.

19. Governing Law.

This Lease shall be construed and enforced according to the laws of the State of New Jersey.

- (i) Place the same in good repair, condition and working order;
- (ii) Replace the same with like equipment in good repair, condition and working order.

8. Surrender.

Upon expiration of this Lease, Lessee shall have no further obligations to the Lessor.

9. Insurance.

Lessor shall procure and continuously maintain and pay for:

A. All risk insurance against loss of and damage to the Equipment for not less than the full replacement value of the Equipment.

The insurance shall be in such form and with such company or companies as shall be reasonably acceptable to the Lessee, shall provide at least thirty (30) days advance notice written notice to the Lessee of any cancellation, change or modification, and shall provide primary coverage for the protection to the Lessee and Lessor without regard to any coverage carried by Lessee or Lessor protecting against similar risks. Lessor shall provide Lessee with an original policy or certificate evidencing such insurance.

10. Taxes.

Lessor shall keep the Equipment free and clear from all levies, liens and encumbrances. Lessee, or Lessor at Lessor's expense shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any state, federal or local government or any agency, or department thereof, upon the Equipment or the purchase, use, operation or leasing of the Equipment or otherwise in any manner with respect these and whether or not the same shall be assessed against or in the name of the Lessor or Lessee.

11. Lessor's Payment.

In case of failure of Lessor to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Lease, Lessee shall have the right, but shall not be obligated, to effect such insurance, or pay said fees, assignments, charges, and taxes, as the case may be.

12. Indemnity.

Lessee shall indemnify against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment. Lessor shall indemnify against, and hold Lessee harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessor's use of Equipment.

13. Default.

A. If Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept, or performed by Lessee, Lessor shall have the right to exercise anyone or more of the following remedies:

- 1. To terminate the Lease;
- 2. To pursue any other remedy at law or in equity.

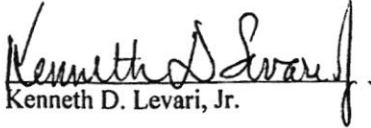
20. Headings.

Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties here to have executed this Lease as of the day and year first written above.

Levari Trucking Co., LLC

LaBella & Sons


Kenneth D. Levari, Jr.


Charles J. LaBella



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER J. Coyle Associates 95 ALMSHOUSE RD STE 3, RICHBORO, PA 18954	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email.progressive.com														
INSURED LABELLA & SONS, INC. 3929 NANCY LANE COLLEGEVILLE, PA 19426-2403	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : United Financial Casualty Company</td> <td style="text-align: center;">11770</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Financial Casualty Company	11770	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 449754646356245704D081523T200550 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	06629257	03/20/2024	03/20/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER- E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	06629257	03/20/2024	03/20/2025	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Department Of Natural Resources And Environmental Control
 89 Kings Hwy SW
 Dover, DE 19901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark P...

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY J.Coyle Associates		NAMED INSURED LABELLA & SONS , INC. 3929 NANCY LANE COLLEGEVILLE, PA 19426-2403	
POLICY NUMBER 06629257			
CARRIER United Financial Casualty Company	NAIC CODE 11770	EFFECTIVE DATE: 03/20/2023	

ADDITIONAL REMARKS

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

Additional Coverages

Insurance coverage(s)	Limits
Motor Truck Cargo	\$5,000 w/\$1,000 Ded
Uninsured Motorist Bodily Injury	\$35,000 Combined Single Limit Non-Stacked
Underinsured Motorist Bodily Injury	\$35,000 Combined Single Limit Non-Stacked
Medical Expense	\$5,000 w/o Workers Comp

Liability coverage may not apply to all scheduled vehicles.

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

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

U.S. Department of Transportation
Federal Motor Carrier Safety Administration

OMB No: 2126-0008
Expiration: 05/31/2024
Form MCS-90 Revised 06/03/2021

USDOT Number: 451920 Date Received: _____

FORM MCS-90
ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Issued to LABELLA & SONS, INC.

(Motor Carrier name)

of 3929 NANCY LANE COLLEGEVILLE, PA 19426-2403

(Motor Carrier state or province)

Dated at 12:10 PM on this 15th day of August, 2022

Amending Policy Number: CA 06629257 Effective Date: 05/10/2021

Name of Insurance Company: United Financial Cas Co

Countersigned by: _____

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 \$750,000 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: 1-800-444-4487.

Cancellation of this endorsement may be effected by the company of 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, D.C.).

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

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.

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.

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,

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.

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of Carriage	Commodity Transported	January 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,000 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 10,000 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 I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 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 10,000 pounds).	Any quantity of Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

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