

RECEIPT

DATE

03/17/25

No.

927955

RECEIVED FROM

Gippro, Inc

\$

350.00

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

DOLLARS

☐ FOR RENT☒ FOR

DE-SW-1784

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

FROM

7511

TO

BY

M.M.



RECEIVED

MAR 17 2025

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

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- 1784 Expiration Date 06/30/2025

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 Cippco, INC.

| | |
|------------------------|------------------|
| Location Address: | Mailing Address: |
| 9323 Keystone Street | Same as location |
| Philadelphia, PA 19114 | |
| | |

Contact: Alexandra Thompson Title: Office Manager

Business Phone: 215-335-1401 Fax: 215-708-7399

E-mail: athompson@cippco.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: Philadelphia State: PA Date: 11/02/2001

- ☐ 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 Joseph Cipoll

(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 Cippco Co
☐ 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 PA
- ☐ 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 NJ
- ☐ No transporter permits in other states

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

DOT# 1643493 MC# _____

- ☐ 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 checked="" 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 | \$750,000.00 + MCS-90 <input type="checkbox"/> | \$350,000.00 <input type="checkbox"/> |
| Contaminated Soils | \$1,000,000.00 + MCS-90 <input type="checkbox"/> | \$350,000.00 <input type="checkbox"/> |
| Asbestos | (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.

- 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);
- 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;
- Describe how drivers are instructed in the following:
 - Knowledge of proper handling procedures for the type of solid waste being transported.
 - Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - Familiarity with the conditions of the solid waste transporter's permit.

✓ Driver Training, attachment _____

13. Vehicle Identification

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

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** Joseph Cipolloni III **Date** 3/11/2025

Print Name Joseph Cipolloni III **Title** CEO

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

4. Company Ownership Information:

Joseph Cipolloni III– President
Cippco, Inc: 9323 Keystone Street, Philadelphia, PA 19114
DOB: [REDACTED]
Ownership: 100%

6 .Company Affiliates:

Cippco, Contracting, Inc.
9323 Keystone Street, Philadelphia, PA 19114

8. Treatment, Storage & Disposal Facilities:

Revolution Recovery – Philadelphia
BFI – Republic – Philadelphia
Richman – Philadelphia

9. Other Transporter Permits:

PA – WH1279 (paperwork attached)

NJ DEP – 20262 (paperwork attached)

14. Vehicle Operators:

Philip Cardella
Matthew O'Neill
Christopher Goodyear
Joseph Cipolloni
Humberto Fred
William Brazukas
Darren Gonzalez
Stephen Romanowski

My Workspace

User Profile

Certifications

Payments

Documents and Forms

Permit Folder

NJDEP Online FAQs

Version: 17.0.01

Currently logged in: Mercedes Cipolloni (CIPPCO)

209282

Server: Server_2

CIPPCO CONTRACTING INC

Help | Logout

SERVICE

[Printer Friendly Version](#)**Please print a copy of the page for your records.****Service Information**

Service ID: 1865950

Service Type: Solid/Hazardous Waste - Vehicle Registration
Renewal - New

Created On: 02/19/2025

Vehicle Registration Information

NJDEP #: 20262

Vehicle Registration Holder: CIPPCO CONTRACTING INC

Program Interest #: 209282

Mailing Address Updated? NO

Street Address: 9323 KEYSTONE ST

City/State/Zip: PHILADELPHIA/PA/19114

Contacts

Name: Alexandra Thompson

Title:

Contact Type: Applicant

Organization Name:

Organization Type:

E-Mail: AThompson@cippco.com

Phone: (215) 335-1401 (Work Phone Number)

Contact Address: 9323 Keystone Street
Philadelphia, Pennsylvania 19114

Equipment Information

Vehicles Renewed: 8

Vehicles Added: 0

Vehicles Modified: 0

of Containers: 30

| Include? | Equipment Type | VIN | Licensed Plate No. | State/Country | Leased? | Lessor Name |
|-------------------------------------|---------------------|------------------|--------------------|---------------|--------------------------|-------------|
| <input checked="" type="checkbox"/> | Single Unit Vehicle | 1NKZXPX0JJ225787 | AG15475 | Pennsylvania | <input type="checkbox"/> | |

| * Include? | Equipment Type | VIN | Licensed Plate No. | State/Country | Leased? | Lessor Name |
|-------------------------------------|---------------------|--------------------|--------------------|---------------|--------------------------|-------------|
| <input checked="" type="checkbox"/> | Single Unit Vehicle | 1NK2XPTX6GJ498258 | AG42081 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Single Unit Vehicle | 1NK1X4EX3RJ337801 | AG45530 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Cab | 1FDF6K6KNXRDA19175 | ZYH-0046 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Cab | 1FDF6K6KN7RDA19151 | ZYH-0047 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Cab | 1FDF6K6KN9RDA19376 | ZYH-0059 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Cab | 1FDF6K6KN7RDA19117 | ZYH0008 | Pennsylvania | <input type="checkbox"/> | |
| <input checked="" type="checkbox"/> | Cab | 1FDF6K6KN1RDA19114 | ZYH0060 | Pennsylvania | <input type="checkbox"/> | |
| <input type="checkbox"/> | Cab | 1FDUF5GY4HEE58806 | ZLN7599 | Pennsylvania | <input type="checkbox"/> | |
| <input type="checkbox"/> | Cab | 1FDUF5GY6HEE58807 | ZLN7600 | Pennsylvania | <input type="checkbox"/> | |
| <input type="checkbox"/> | Cab | 1FDUF5GY8HEE58808 | ZLN7601 | Pennsylvania | <input type="checkbox"/> | |
| <input type="checkbox"/> | Cab | 1FDUF5GYXHEE58809 | ZLN7602 | Pennsylvania | <input type="checkbox"/> | |
| <input type="checkbox"/> | Cab | 1FDUF5GY6HEE58810 | ZLN7603 | Pennsylvania | <input type="checkbox"/> | |

Additional Registration Information

U.S. Department of Transportation (DOT) #:

1643493

Overnight Parking Location:

| Address | Address Line 2 | Address Line 3 | City | State | Zip Code |
|-------------------|----------------|----------------|--------------|--------------|----------|
| 9323 Keystone St. | | | Philadelphia | Pennsylvania | 19114 |

Pre-Certification

- I certify that waste generated by my business is completely self-generated and I shall not receive nor transport waste from third parties. **Important note and word of caution:** Solid waste abandoned, discarded, or left behind by others and generated as a result of a home or business cleanout is **not** considered self-generated waste, and the transporter transporting this waste requires an A-901 license and Certificate of Public Convenience & Necessity.
- I certify I have the authority to operate as a transporter on the public highways and meet any applicable State or Federal Insurance requirements. In addition, pursuant to N.J.A.C. 7:26-3.2(i) I understand that I am responsible for the actions and omissions of any lessors and their vehicle operators utilized by my company.
- If I transport waste across state lines I certify that I maintain an MCS-90 or MCS-82 - otherwise I will maintain a Certificate of Insurance (listing my company as insured with the vehicle info or the phrase, "any vehicle").
- I certify that I have identified all address locations where our owned and leased equipment is parked overnight on the Additional Registration Information screen.
- Before submitting your request, take time to carefully review the certifications made above. Submission of false or inaccurate information is punishable by substantial fines, regardless of whether it is a deliberate act, pursuant to N.J.A.C. 7:26-5.6

Certification

Certifier: Mercedes Cipolloni
Certifier ID: CIPPCO
Challenge/Response Question: What is your dream car?
Challenge/Response Answer: *****
Certification PIN: *****
Date/Time of Certification: 02/25/2025 13:04

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Mercedes Cipolloni 02/25/2025
Individual With Direct Knowledge Date

Payment Information

Status: Paid

Confirmation Number: 90201-161662933

Payment Amount: \$2,300.00

Payment Date: 02/25/2025

Payment Method: Pay via eCheck

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Department of Environmental Protection
P. O. Box 402
Trenton, NJ 08625-0402

Last Updated: June 24, 2004

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

Page 1

**MUNICIPAL & RESIDUAL WASTE TRANSPORTER
AUTHORIZATION APPLICATION**

PART A - GENERAL APPLICATION INFORMATION
APPLICATION TYPE: Renewal

APPLICANT INFORMATION

| | | | | | |
|-------------------------------------|-----------------------------|---------------|------------|-----------|---------|
| WH Number: | WH1279 | Employer ID#: | 23-3102435 | US DOT #: | 1643493 |
| Applicant Name: | CIPPCO INC | | | | |
| Legal Name: | CIPPCO, INC. | | | | |
| Business Street Address: | 9323 KEYSTONE ST | | | | |
| | PHILADELPHIA, PA 19114-4013 | | | | |
| | US | | | | |
| Highest Ranking Corporate Official: | JOSEPH J. CIPOLLONI | | | | |
| Title: | OWNER | | | | |
| Telephone: | 215-335-1401 | | | | |
| Extension: | | | | | |
| Fax: | 215-708-7399 | | | | |
| Cell Phone: | | | | | |
| Primary Email Address: | ATHOMPSON@CIPPCO.COM | | | | |
| Additional Email: | JMICHAEL@CIPPCO.COM | | | | |
| | MCIPOLLONI@CIPPCO.COM | | | | |
| | DONNA@CIPPCO.COM | | | | |
| Applicant Type Code: | Pennsylvania Corporation | | | | |

PART B - FLEET INFORMATION

JOSEPH CIPOLLONI, 9323 KEYSTONE ST, PHILADELPHIA, PA 19114-4013

| Vehicle Identification Number (VIN) | Gross Vehicle Weight | Vehicle Type | Amount |
|-------------------------------------|----------------------|--------------|--------|
| 1FDUF5GY4HEE58806 | 19500 | TK | 100 |
| 1FDUF5GY6HEE58807 | 19500 | TK | 100 |
| 1FDUF5GY6HEE58810 | 19500 | TK | 100 |
| 1FDUF5GY8HEE58808 | 19500 | TK | 100 |
| 1FDUF5GYXHEE58809 | 19500 | TK | 100 |
| 1NK1X4EX3RJ337801 | 73280 | TK | 100 |
| 1NKZXPEX0JJ225787 | 73280 | TK | 100 |
| 1NKZXPTX6GJ498258 | 73280 | TK | 100 |

PART C - INSURANCE INFORMATION

| Insurance Company Name | Self Insured | Policy No. | Effective Date | Expire Date |
|------------------------------|--------------|---------------|----------------|-------------|
| Zurich American Insurance Co | N | BAP5084736-04 | 03/01/2024 | 03/01/2025 |

PART E1 - COMPLIANCE HISTORY - PERMITS & LICENSE ACTIONS

CIPPCO INC, PHILADELPHIA, PA

I have NOT had permits or licenses for environmental activities that have been Denied, Suspended or Revoked by any state or federal agency in the past five (5) years.

PART E2 - COMPLIANCE HISTORY - ENFORCEMENT ACTIONS

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

Page 2

**MUNICIPAL & RESIDUAL WASTE TRANSPORTER
AUTHORIZATION APPLICATION**

CIPPCO INC, PHILADELPHIA, PA

I have NOT had any environmental enforcement actions against me in the past five (5) years.

PART E3 - COMPLIANCE HISTORY - ENVIRONMENTAL CRIMES

CIPPCO INC, PHILADELPHIA, PA

I HAVE NOT BEEN CONVICTED of any environmental crimes in the past five (5) years.

PART F - CERTIFICATION

I consent to the Department's use of the mailing address provided herein, for service by first class mail of all requests and actions taken by the Department of Environmental Protection. I consent that mail service satisfies all requirements for service unless and until I notify the Department by certified mail of any change of mailing address.

I certify that the applicant is either the owner of these vehicles or currently has a valid contract with the owner of these vehicles to exclusively use the vehicles to transport municipal or residual waste.

I certify that these vehicles have current safety inspections with a certificate of inspection valid for the base registration state and/or federal requirements for interstate commerce.

I certify that these vehicles have insurance that meets the minimum state and/or federal requirements for financial responsibility for intrastate or interstate operation.

I certify under penalty of law that ALL information contained herein is TRUE and CORRECT and that I understand that any misstatement of fact is a misdemeanor of the third degree punishable by a fine up to \$2,500 and/or imprisonment up to 1 year (18 PA. C.S. Section 4904[b]).

SUBMISSION INFORMATION

| | |
|--------------------------------|---------------------------------|
| Submitted By User Name: | CIPOLLONIM (Mercedes Cipolloni) |
| Submitted By Email: | AP@cippco.com |
| Submitted Date: | 09/25/2024 |

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). All the above
- (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: PLEASE SEE THE ATTACHED PDF
 - 1).
 - 2).
- (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: Dawn Paralis Phone: [REDACTED] Office: 215-335-1401
- (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.

| Make | Model | Year | Type | Serial # | License Plate # | State | Manufacturers GVWR | Ownership |
|----------|-------|------|----------|--------------------------|-----------------|-------|--------------------|-------------|
| Kenworth | T880 | 2016 | ROLL-OFF | 1NKZXPTX6GJ498258 | AG-42081 | PA | 73,280lbs | Cippco, Inc |
| Kenworth | T881 | 2024 | ROLL-OFF | 1NK1X4EX3RJ337801 | AG-45530 | PA | 73,280lbs | Cippco, Inc |
| Kenworth | T882 | 2018 | ROLL-OFF | 1NKZXPEX0JJ225787 | AG-15475 | PA | 73,280lbs | Cippco, Inc |
| Ford | F550 | 2017 | Hooklift | 1FDFF6KN7RDA19117 | ZYH-0008 | PA | 19,500lbs | Cippco, Inc |
| Ford | F550 | 2017 | Hooklift | 1FDFF6KN7RDA19151 | ZYH-0047 | PA | 19,500lbs | Cippco, Inc |
| Ford | F550 | 2017 | Hooklift | 1FDFF6KNXRDA19175 | ZYH-0046 | PA | 19,500lbs | Cippco, Inc |
| Ford | F550 | 2017 | Hooklift | 1FDFF6KN9RDA19376 | ZYH-0059 | PA | 19,500lbs | Cippco, Inc |
| Ford | F550 | 2017 | Hooklift | 1FDFF6KN1RDA19114 | ZYH0060 | PA | 19,500lbs | Cippco, Inc |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/12/2025

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 Madison Risk Group 620 Freedom Business Ctr Dr. Suite 115 King of Prussia PA 19406 | CONTACT NAME: Daisy Braun PHONE (A/C, No, Ext): (484) 655-1915 E-MAIL ADDRESS: certs@mrg-ins.com FAX (A/C, No): (484) 684-7005 | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|-------------------------------|-------|------------|--|-------|------------|--|-------|------------|--|--|------------|--|--|------------|--|--|
| INSURED Cippco, Inc. Cippco Contracting, Inc. 9323 Keystone Street Philadelphia PA 19114-4013 | <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Zurich American Insurance Co.</td><td>16535</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Palomar Excess and Surplus Insurance Co.</td><td>16754</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Zurich American Insurance Co. | 16535 | INSURER B: | Travelers Property Casualty Co. of America | 25674 | INSURER C: | Palomar Excess and Surplus Insurance Co. | 16754 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 25-26 Master**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 |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Contractual Liability incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | GLO 5084735-05 | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BAP 5084736-05 | 03/01/2025 | 03/01/2026 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP-1T86836A-25-NF | 03/01/2025 | 03/01/2026 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N | N/A | | WC 5084734-05 | 03/01/2025 | 03/01/2026 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Contractors Pollution Liability | | | ENP0005395-05 | 03/01/2025 | 03/01/2026 | Limit Deductible \$5M occ/\$5M agg \$25,000 |

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

Holder Continued: Control, Solid and Hazardous Waste Management Section

Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**State of Delaware Dept of Natural Resources and Environmental
89 Kings Highway

Dover

DE 19901

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

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

| | | | |
|------------------------------|-----------|-------------------------------|--|
| AGENCY Madison Risk Group | | NAMED INSURED Cippco, Inc. | |
| POLICY NUMBER | | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: | |

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

Commercial Crime Policy:
-Carrier: Aspen Specialty Insurance Company
-Term: 10/1/2024 to 10/1/2025
-Policy No: CML-SXF6C4X-A1024
-Theft of Client Property Limit: \$2,000,000
-Deductible: \$10,000



Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO 5084735-05

Effective Date: 03/01/2025

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:
1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
 - b. The ISO CG 20 37 (10/01 edition),
 such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:
 - (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
 - (2) "Your work", with respect to Paragraph 1.b. above,
 which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

 - (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured. 2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:
 - a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
 - b. The ISO CG 20 37 (07/04 edition),
 such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a) Your ongoing operations, with respect to Paragraph 2.a. above; or
- (b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph 2.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 2., insurance afforded to such additional insured:

- (i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 3., insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law;
- (b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
- (c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph 1. nor Paragraph 2. above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 4., insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law;
- (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B. Solely with respect to the insurance afforded to any additional insured referenced in Section A. of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section IV – **Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section IV – **Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the **Other Insurance** Condition under Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F. Solely with respect to the insurance afforded to an additional insured under Paragraph A.3. or Paragraph A.4. of this endorsement, the following is added to Section III – **Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Waiver Of Subrogation (Blanket) Endorsement

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer | Add'l Prem. | Return Prem. |
|----------------|-------------------|-------------------|-------------------|----------|-------------|--------------|
| GLO 5084735-05 | 03/01/2025 | 03/01/2026 | | 46312000 | \$ INCL | \$ |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cippco, Inc.

Endorsement Effective Date: 03/01/2025

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Cippco, Inc.

Endorsement Effective Date: 03/01/2025

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

**Carrier: Travelers
Prop/Cas of America**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI - DEFINITIONS.**

SECTION I - COVERAGES

A. COVERAGE A - EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.
3. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**
4. For the purposes of Paragraph 1. above:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

- (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";
- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
- a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A - EXCESS FOLLOW-FORM LIABILITY of SECTION I - COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II - WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat

charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE - UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE - TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:

- a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
- b. Next, to us; and
- c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.

3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

effective date of this endorsement:

3/1/2025

policy number: ENP 0005395-05

Endorsement Number: 04

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

| Name of Additional Insured Person(s) Or Organization(s): | Location(s) of Covered Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages and Claims Expenses** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **Damages** or **Claims Expenses** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

| | |
|--|-------------------------------|
| Effective Date: 3/1/2025 | Policy Number: ENP 0005395-05 |
| | Endorsement Number: 05 |
| ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS | |

This endorsement modifies insurance provided under the following:

All other terms and conditions of this Policy remain unchanged.

CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|---|
| Any person(s) or organization(s) where this endorsement is required by contract. | All project locations where this endorsement is required by contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **Damages** and **Claims Expenses** caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured.

| | |
|---|-------------------------------|
| Effective Date: 3/1/2025 | Policy Number: ENP 0005395-05 |
| | Endorsement Number: 01 |
| OTHER INSURANCE – PRIMARY WITHOUT RIGHT OF CONTRIBUTION | |

This endorsement modifies insurance provided under the Contractors Pollution Liability coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIII. OTHER INSURANCE** is deleted in its entirety and replaced with the following:

XIII. OTHER INSURANCE

Subject to Clause VII. and VIII., where other valid and collectible insurance is available to the **Insured** for any **Pollution Condition or Claim**, this insurance shall apply as primary insurance versus any other valid and collectable insurance, and the Underwriters will have no right of contribution against any other insurance company providing insurance for a **Pollution Condition** or a **Claim** on a primary basis.

| | |
|---|-------------------------------|
| Effective Date: 3/1/25 | policy number: ENP 0005395-05 |
| | Endorsement Number: 06 |
| WAIVER OF SUBROGATION – CONTRACTORS POLLUTION LIABILITY | |

This endorsement modifies insurance provided under the Contractors Pollution Liability Coverage applicable to this policy.

All other terms and conditions of this Policy remain unchanged.

In consideration of the premium charged for the Policy, it is hereby understood and agreed that Clause **XIX. SUBROGATION** is deleted in its entirety and replaced with the following:

XIX. SUBROGATION

In the event of any payment under this Insurance, the Underwriters shall be subrogated to all the **Insureds'** rights of recovery therefore against any person or organization, and the **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights. The Underwriters agree to waive its rights of recovery against any person or entity for a **Claim** which is covered pursuant to this Policy, but only where indemnity or contractual obligation has been provided by the **Named Insured** pursuant to a written contract. Any recoveries shall be applied first to subrogation expenses, second to the **Named Insured** to the extent of any payments in excess of the Limit of Liability, third to **Damages, Cleanup Costs and Claims Expenses** paid by the Underwriters, and fourth to the Deductible. Any additional amounts recovered shall be paid to the **Named Insured**.



*Cippco, Inc.
9323 Keystone Street
Philadelphia, PA 19114
215-335-1401*

Hazardous Substance Spill Response Plan

Purpose

This policy establishes how Cippco, Inc. will protect employees in the event of a hazardous substance spill or release. It will outline the emergency action plan as well as the roles employees are expected to take on. The policy is in place to keep Cippco, Inc.'s staff safe, but also to prevent environmental contamination and help comply with OSHA's Hazardous Waste Operations and Emergency Response standard.

After reading this policy, employees will understand the following:

- How to identify a hazardous substance spill or release
- What immediate actions he/she should take
- How his/her actions fit within the larger scope of Cippco, Inc.'s emergency response plan

This Hazardous Substance Spill Response Plan will be carried in all Cippco, Inc. vehicles and updated if the hazardous substance inventory changes.

Scope

This policy applies to all Cippco, Inc. employees who have the possibility of witnessing or accidentally causing a hazardous substance spill or release.

How Hazardous Substance Will Be Identified

Each employee and contractor performing work for Cippco, Inc. will understand how to identify a hazardous substance and the following:

- Use Cippco, Inc.'s labeling system and Safety Data Sheets (SDS) to recognize a hazardous substance emergency
- Assess the potential outcomes associated with the hazardous substance emergency
- Can realize the need for additional resources and make appropriate notifications

Training

- Training shall be provided for employees who have the reasonable possibility of being present during a hazardous chemical release or spill.
- Additional training will be provided until each employee understands and is able to demonstrate the knowledge required for his or her position.
- Staff will receive additional, refresher training on these roles and responsibilities annually or as needed.

Spill Prevention/Driver Preventive Measures:

The following are general requirements for any hazardous substances stored or used at this facility.

- Ensure all hazardous substances are properly labeled.
- Store, dispense, and/or use hazardous substances in a way that prevents releases.

Spill Containment/Driver Immediate Corrective Actions:

The general spill response procedure is to stop the source of the spill, contain any spilled material and clean up the spill in a timely manner to prevent accidental injury or other damage. Small spills will be contained by Cippco, Inc. personnel if they are able to do so without risking injury. Spill kits are in each company vehicle.

EMERGENCY RESPONSE PLAN

Spill Kit: Spill Control Equipment in Truck

- SDS Manual
- PPE; Respiratory Protection, Hard Hat, Gloves, Kevlar Sleeves, Eye Protection, Hearing Protection, Microporous/Tyvek Suits, and Work Boots
- Avoid spill if dangerous
- Truck Tarp
- Reflectors
- Fire Extinguisher
- First Aid Kit
- Tape
- Flashlight
- Stop the source: locate the source of spill. Turn off vehicle and plug and leaks
- Oil Dry
- Protect stormwater: Contain the spill with "Pigs" and absorbent pads
- Dispose responsibly: Contaminated materials should be disposed of safely. Never put hazardous waste (oily rags, absorbents, solvents, etc.) into normal waste collection bins.
- Restock: Uncontaminated supplies can be restocked. Replace all used clean-up materials with new unused products.

Incidental Spills

Do the following in the event a spill presents no immediate danger to the health and safety of employees or the environment:

- Inform those in the immediate area that a spill has occurred.
- If the chemical is flammable, eliminate any possible sources of ignition that may be in the area.
- If anyone has come into direct contact with the chemical, a trained first responder must be contacted to assess the individual.
- Determine what personal protective equipment is required to handle the hazardous material using the appropriate Safety Data Sheet (SDS).
- Follow the cleanup and control methods listed in the appropriate SDS.
- Make sure the area is completely decontaminated before work in that location resumes.
- Notify your immediate supervisor of the incident so he may report it to Safety Director, Matt Genco.

Unknown Material Spills or Large spills

Do the following if a spill is very large or if the exact makeup or effects of the spilled chemical are unknown:

- Immediately inform those in the area that a spill has occurred and that they must evacuate.
 - If the chemical is flammable, or if you are unsure whether it is flammable, eliminate any possible sources of ignition that may be in the area.
 - Leave any containers in the area to aid the first responder or Hazmat Team in identifying the spill.
 - Notify Cippco, Inc. Safety Director, Matt Genco so she may send the appropriate assistance.
 - Do not attempt to clean up the spill yourself; wait until the first responders arrive to assess the situation.
- If the first responders determine that the severity of the spill goes beyond their containment abilities they will contact the Local Hazmat Team.

Spills Creating an Immediate Health Threat

Do the following in the event a spill creates an immediate health threat to anyone in the area:

- Evacuate the area immediately.
- Once clear of the affected area, immediately notify Safety Director Matt Genco of the situation so she may send assistance.
- Wait in a safe area near until the Hazmat Team arrives so you can explain the details of the situation.

Decontamination Measures:

Decontamination, or "Decon," is the process of removing or neutralizing contaminants that have accumulated on workers and equipment. It is critical to worker health and safety at hazardous waste sites. Decontamination protects all site personnel by reducing the transfer of harmful materials into clean areas and helps to prevent the mixing of incompatible chemicals. Decontamination also protects the community by preventing uncontrolled transportation of contaminants from the site

As part of its Hazardous Substance Spill Response Policy, Cippco, Inc. has developed the following Standard Operating Procedures to establish methods of disposing of clothing and if necessary equipment;

1. Minimize contact with waste and the potential contamination.
 - a. Do not walk through areas of obvious contamination.
 - b. Do not directly touch potentially hazardous substances.
2. Wear disposable protective outer garment; Microporous/Tyvek Suits.
3. Check PPE before use; PPE should be checked to ensure that it contains no cuts or punctures that could expose a worker's skin to wastes.
 - a. Skin injuries, such as cuts and scratches, may allow penetration into the body by chemicals or infectious agents that directly contact the worker's skin.
4. Proper Dress-Out Procedures; Following proper procedures for dressing prior to entering the restricted zone reduces the potential for contaminants to bypass the protective clothing, and escape decontamination.
 - a. In general, all fasteners should be used (i.e., zippers fully closed, all buttons closed, all snaps closed). Gloves and boots should be tucked under the sleeves and legs of outer clothing, and hoods (if not attached) should be worn outside the collar.
 - b. All junctures should be taped to prevent contaminants from getting inside the gloves, boots, and jackets (or suits, if a one-piece construction).
5. Protect vehicle, tools, and equipment if possible.
6. Thoroughly wash hands and face with soap and water.
7. If possible, use a chemical disinfected or neutralizer.
8. Wash clothes separately. Dispose of any clothing that has been destroyed or contaminated.
9. All Decon Workers must be decontaminated before they leave the Decon site. All Decon equipment must be properly decontaminated or disposed of properly. This will prevent the transfer of contaminants to the home and community and people in clean areas.
10. All contaminated items will be bagged into 4 mil poly and gooseneck tied and properly disposed. If you have any questions, contact Cippco, Inc. Safety Director Matt Genco.

Reporting: Company Internal/External Communications:

Immediately call 911 in the event of injury, fire or potential fire, or spill of a hazardous substance that gives rise to an emergency. Under federal law, a report must be filed with the National Response Center (NRC) 800-424-8802, whenever the spill exceeds the established Superfund Reportable Quantity. Report all spills to Safety Director, Matt Genco, so she may contact the NRC if necessary.

If a spill has occurred, contact the following persons immediately:

| | |
|-----------------------------------|---------------------------------|
| Cippco Safety Director Matt Genco | [REDACTED] |
| National Response Center | 800-424-8802 |
| Pennsylvania Response Center | 717-651-2001 |
| Delaware Response Center | 1-800-662-8802 and 302-739-9401 |
| New Jersey Response Center | 609-963-6900 |

Employee Knowledge

Cippco, Inc. employees working with the reasonable possibility of being around a hazardous chemical release will be made aware of the emergency response plan and understand each of its parts, which include vital information on the following:

- Pre-emergency planning, including recognition and prevention
- Personnel roles, lines of authority, training and communication standards
- Safe distances and places of refuge in case of emergency
- Decontamination procedures
- Emergency medical treatment and first aid procedures
- Emergency alerting and response procedures

This Hazardous Substance Spill Recover Policy will be evaluated and revised whenever the type of PPE changes, vehicle changes, or based on any new information. In the event of a Hazardous Substance Spill, this Response Policy will be reviewed by Cippco, Inc. Safety Director Matt Genco.

FLEET SAFETY COMPLIANCE PROGRAM



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Reference: Federal Motor Carrier - Safety Regulations
Title 49 Code
Federal Regulations
Parts 40, 325, 383, 385, 386, 387, 390-397, 399

Section 1 - PERSONNEL

A. Introduction:

At CIPPCO CONTRACTING, INC. personnel selection is important to the overall operation and financial well being of our organization. This is particularly true with motor carrier operators in order to ensure the safe transportation of personnel, materials and property. Of special importance are the drivers who operate very expensive equipment for the purposes of transporting personnel and property.

Today's high costs of operation do not allow a great deal of margin for loss. An accident, even though there is insurance coverage, results in losses. The time that equipment and/or a driver is out of operation results in loss of transport capacity, if nothing else, but quite often it results in higher insurance premiums. Statistics show that qualified and dependable operators have fewer accidents and although it may not be measurable in dollars and cents, there is value generated by such operators in good customer relations and other intangibles.

B. Applicability:

In general, the entire Federal Motor Carrier Safety Regulations (FMCSRs) apply to all operators of company vehicles here at CIPPCO CONTRACTING, INC. Some exemptions from portions of the regulations are provided, based on the size of the vehicle, the type of operation, or the commodity transported. The applicability of and exceptions from these regulations are detailed in Section 390.3.

Section 390.3 Applicability of Regulations.

(a) The rules in Subpart B of this Chapter are applicable to CIPPCO CONTRACTING, INC., its employees and commercial motor vehicles, which transport property or passengers in interstate commerce.

(b) The rules in Part 383, Commercial Driver's License Standards; Requirements and Penalties are applicable to every person who operates a commercial motor vehicle in interstate or intrastate commerce for CIPPCO CONTRACTING, INC.

8 Every driver and employee shall be instructed regarding, and shall comply with, all applicable regulations contained herein.

(d) All motor vehicle equipment and accessories required by this program shall be

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maintained in compliance with all applicable performance and design criteria as set forth herein.

C. Responsibilities:

In accordance with the FMCSRs, certain specific responsibilities are placed on both CIPPCO CONTRACTING, INC. and our drivers and we are responsible for both our compliance as well as driver compliance. The Safety Administrator is responsible for compliance with this program and the Federal Motor Carrier Safety Regulations.

D. Qualifications:

The purpose of this program is to promote safety of operations on the Nation's highways, not only for the general driving public but also for CIPPCO CONTRACTING, INC. and our drivers. The use of qualified drivers to operate motor vehicles engaged in the transportation of property and passengers is one of the most important steps toward this goal.

The regulations specify a driver to be qualified to drive a motor vehicle if he:

1. Is at least 21 years of age.
2. Can read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records.
3. Can by reason of experience, training, or both, safely operate the type of motor vehicle he drives.
4. Can, by reason of experience, training, or both, determine whether the cargo he transports (including baggage in a passenger-carrying motor vehicle) has been properly located, distributed, and secured in or on the motor vehicle he drives;
5. Is familiar with methods and procedures for securing cargo in or on the motor vehicle he drives.
6. Is physically qualified to drive a motor vehicle in accordance with Section 391.41.
7. Has a currently valid commercial motor vehicle operator's license issued only from one State or jurisdiction.
8. Has prepared and furnished CIPPCO CONTRACTING, INC. a list of violations or the certificate as required by Section 391.27.
9. Is not disqualified to drive a motor vehicle under the rules in Section 391.15.
10. Has successfully completed a driver's road test and has been issued a certificate of driver's road test in accordance with Section 391.31, or has presented an operator's license or a certificate of road test which CIPPCO CONTRACTING, INC. accepts as equivalent to a road test in accordance with Section 391.33.
11. Has taken a written examination and has been issued a certificate of written examination in accordance with Section 391.35, or has presented a certificate of written

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examination which CIPPCO CONTRACTING, INC. accepts as equivalent to a written examination in accordance with Section 391.37; and
 12. Has completed and furnished to CIPPCO CONTRACTING, INC. an application for employment in accordance with Section 391.21.

The Safety Administrator of CIPPCO CONTRACTING, INC. is responsible for administering the qualification program and is required to make certain that each driver qualifies under each of the twelve requirements, unless otherwise excepted.

Section 2 - Qualifying a Driver

The specific procedures established herein are designed to assure compliance with the requirements in Parts 383 and 391.

A. Application for Employment

The initial step of the qualification process will require the applicant to fill out the CIPPCO CONTRACTING, INC. Driver Application Addendum contained herein. Once completed and reviewed the process can continue to the next step.

B. Investigations and Inquiries

CIPPCO CONTRACTING, INC. will check into both the applicant's driving record during the past three years and his employment record during the past three years. This will be accomplished by: directly contacting all previous employers indicated on the Application Addendum, having the driver complete a CIPPCO CONTRACTING, INC. Driver's Certification of Violations contained herein, and submitting an Inquiry to State Agency for Driver's Record contained herein. This process and associated documentation will be accomplished within 30 days of the date of employment.

Most states will accept requests for check of driving record on the attached form. However, due to the increasing use of computer storage of such data, some states may require that requests be submitted on their prescribed form. Regardless of an existing record or not, all records must be made a part of the driver's qualification file.

The investigation into an applicant's employment record must be made with each employer for whom the applicant worked during the period, and may be conducted by personal interviews, telephone interviews, letters, or any other means deemed appropriate. All contacts require written certification of each contact. Such certification must contain the past employer's name and address, the date of contact, and comments received with respect to the driver.

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Once the information is received pertaining to both the driving record and previous employment, the Safety Administrator will evaluate the information to determine the driver's qualification to operate company vehicles.

C. Road Test

All applicants will complete a Road Test conducted by the Safety Administrator to evaluate their level of training and/or experience. The road test will be conducted using the type of motor vehicle that the driver is to be assigned, and as a minimum will include the items indicated on the Record of Road Test form attached herein. This form will be signed off by the Safety Administrator and the original of this record will be retained in the driver's qualification file.

D. Written Examination

All applicants will be required to take a written examination to prove they are conversant with the appropriate regulations. The examination attached herein consists of 65 multiple choice questions covering the Federal Motor Carrier Safety Regulations and the Hazardous Materials Regulations. A score of 70% or better is required by all applicants. The test will be administered and graded by the Safety Administrator.

After completing the Written Examination the Certification of Written Examination form contained herein will be completed. The test and the original certificate will be retained in the driver's qualification file and the driver will be provided a copy of the certification.

E. Physical Examination

All drivers are required to be physically fit as attested to by a certified physician. All applicants will complete a thorough physical prior to operating CIPPCO CONTRACTING, INC. equipment. Certification of this physical is the **ONLY** certificate that is required to be carried by the driver at **all times** while operating a motor vehicle. The original of this certification will be kept in the driver's qualification file.

The purpose of this physical is to make certain that drivers have no physical or mental conditions existing which would/could seriously affect their ability to control or operate a motor vehicle safely under all conditions.

Section 3 - Operations

A. Prohibitions

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Sections 392.3, 392.4 and 392.5, detail specific circumstances under which the driver is prohibited for operating a vehicle, and CIPPCO CONTRACTING, INC. is prohibited from requiring or permitting a driver to operate a company vehicle -

1. When the driver's ability or alertness is impaired or likely to be impaired due to fatigue, illness or other causes, or
2. A driver possesses, is under the influence of, or using a narcotic, amphetamine, or other dangerous substance, or
3. Consumes or be under the influence of an intoxicating beverage within 4 hours before going on duty, or be in possession of or consume an intoxicating beverage, or have any measured alcohol concentration or any detected presence of alcohol while on duty.

In the first instance, an exception is allowed "in case of grave emergency" where the occupants of the vehicle or other users of the highway would be placed in danger. Thus the driver is allowed to proceed to the nearest place of safety.

Finally, one important prohibition is specifically at CIPPCO CONTRACTING, INC. This pertains to scheduling in relation to speed limits. It says that no run between points shall be scheduled for completion with a given period of time UNLESS the period of time is sufficient to permit the trip to be complete without exceeding the speed limits in all jurisdictions through which the vehicle is operated.

The Scheduler of CIPPCO CONTRACTING, INC. is responsible for ensuring safe scheduling of trips and the documentation of questionable distances based on time and speed limits. DOT issued some guidelines on what would be acceptable mileages in relation to the speed limits. Under the 55 mile per hour speed limit, trips between 450 to 500 miles completed within 10 hours are questionable and will have to be documented upon request of a DOT official. Trips of over 500 miles are assumed by the DOT to be incapable of being completed without violation of the 55 mph limit. On trips of 450 miles or less, where the driver average 50 mph or more, CIPPCO CONTRACTING, INC. must be able to document that trips can be made within the speed limit.

In those instances where the total falls under a 65 mph speed limit, trips between 550 to 600 miles completed within 10 hours are questionable and CIPPCO CONTRACTING, INC. must be able to document that the operation was completed within the appropriate speed limits. Any trips of 600 miles or more are assumed to be incapable of being completed without violation.

One further point in this regard, although this prohibition is directed at CIPPCO CONTRACTING, INC., the driver is also prohibited from exceeding ALL speed limits.

B. Equipment and Use

The driver is responsible for making certain specific checks and ensuring satisfactory working conditions of the following, prior to operating the vehicle:

1. Service brakes, including trailer brake connections
2. Parking (hand) brakes

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3. Steering mechanism

4. Lighting devices and reflectors

5. Tires

6. Horn

7. Windshield wipers

8. Rear vision mirror(s)

9. Coupling devices

10. Required emergency equipment including: fire extinguishers, warning devices - flags, flares, fuses, reflective triangles, etc.

C. Safe Loading

The driver of CIPPCO CONTRACTING, INC. vehicles is solely responsible for ensuring that loads are properly protected from shifting and/or falling. The driver will utilize available tiedown assemblies, cribbing, sideboards, stakes or a combination of these to secure all loads and protect them from any shifting/falling. CIPPCO CONTRACTING, INC. and representatives of same are responsible for ensuring that vehicles that are not properly loaded, distributed and secured are not allowed to be driven. This includes the carrying of property as well as the carrying of passengers within the vehicle.

D. Glasses and Hearing Aids

CIPPCO CONTRACTING, INC. requires that all drivers required to wear corrective lenses and/or hearing aids so as to be qualified to operate a motor vehicle subject to the FMCSR, are responsible for wearing corrective lenses and/or hearing aids at all times while driving.

E. Driving of Vehicles

Drivers are responsible for knowing the specific requirements for operating a motor vehicle for the following:

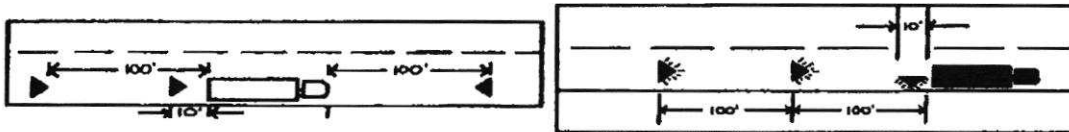
1. Stopping at railroad crossings
2. Slowing at railroad crossings
3. Stopping at draw bridges
4. Slowing at draw bridges
5. Driving in hazardous weather conditions
6. Proper use of turn signals
7. Use of seat belts

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Note: Seat belts are provided in all CIPPCO CONTRACTING, INC. vehicles and are required to be worn by all drivers and passengers when driving or riding in these vehicles.

F. Stopped Vehicles

It shall be the responsibility of the driver to take adequate safety precautions when stopping a



company vehicle for a period of time.

This may range from the proper engagement of the parking brake to the placement of emergency warning devices for extended, "on the road" stops. For such extended stops, the basic requirements to be followed are the driver will:

1. Stop the vehicle as far out of the way of other traffic as is safely possible.
2. Turn on the vehicle's emergency warning flashers.
3. Within 10 minutes, and no longer, place emergency warning devices.

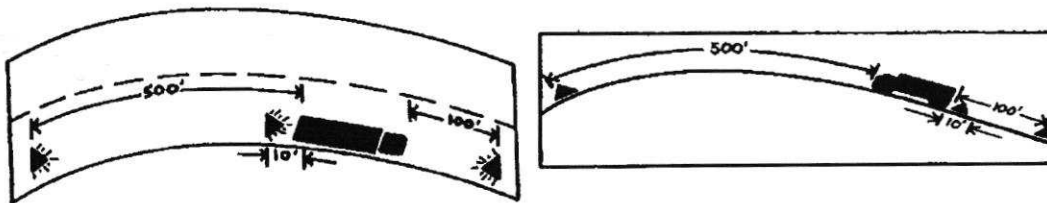
The following are examples of the placement requirements under a variety of circumstances:

ON A TWO-WAY HIGHWAY

ON A ONE-WAY OR DIVIDED HIGHWAY

ON A CURVE

ON A HILL



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Special rules apply to the use and placement of flame-producing emergency signals, and should be given special attention. The following are some of the rules:

1. Flame producing emergency signals will not be attached to any part of the vehicle.
2. Do not ignite flame producing emergency signals while near material that can burn or explode.
3. Flame producing emergency signals, will not be used when transporting dangerous cargo such as explosives, liquids that burn, compressed gases, etc.
4. Fuses will not be placed closer than 100 feet from the vehicle.

G. Prohibited Practices

There are a number of prohibitions of particular importance which warrant special mention. They are as follows:

1. The driver must not transport any person or permit any person to be transported on any vehicle without written authorization from CIPPCO CONTRACTING INC.;
2. The driver must not permit his/her assigned vehicle to be driven by any unauthorized person;
3. No motor vehicle is to be driven with the motive power disengaged from the drive wheels - no coasting down hills, etc.;
4. No bus is to be towed or pushed while passengers are aboard.
5. No flame-producing heater used in loading and unloading is to be in operation while the vehicle is moving.

The above are only a few of the prohibited practices contained within Subpart G of 49 CFR, and are not intended to imply that others are not important.

Section 4 - EQUIPMENT

A. Introduction

This section enumerates the various parts and accessories which must be included on a properly equipped motor vehicle being operated by CIPPCO CONTRACTING, INC. The rules contained herein apply to all drivers of company vehicles which transport property and/or passengers in interstate commerce. A "commercial vehicle is classified as having a gross vehicle weight rating of 10,001 pounds or more or transporting hazardous materials in quantities requiring the vehicle to be placarded.

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B. Responsibility

In general, any person whose duties include the equipment of CIPPCO CONTRACTING, INC. motor vehicles, whether procuring, installing, maintaining or otherwise is responsible for complying with this section of the program. It shall remain the responsibility of CIPPCO CONTRACTING, INC. to prohibit the operation or permitting the operation of any company vehicles that are not equipped in accordance with Section 393.1 of Title 49 CFR.

C. Lighting Devices, Reflectors and Electrical Equipment

Lighting and Reflector requirements are to be verified by the persons charged with procuring company vehicles and shall be maintained by persons charged with maintenance and verified by the driver prior to operation. The requirements are defined in Subpart B of Part 393 of Title 49 CFR.

It shall be the responsibility of persons performing maintenance on company vehicles to ensure that wiring is grouped and protected against abrasion by coverings such as nonmetallic tape, braid, metal sheathing or tubing, and when passing through holes, the holes should be rolled or brushed with suitable material. In addition, it should be properly supported, and protected against overheating and becoming enmeshed in moving parts.

D. Batteries

Unless storage batteries are located in the engine compartment, they must be covered by a fixed part of the vehicle or a removable cover or enclosure.

E. Detachable Electrical Connections

All electrical wiring between towing and towed vehicles shall be contained in substantially constructed protective devices, and shall have suitable detachable connections so as to afford reasonable assurance against incorrect connection or accidental disconnection.

F. Brakes

Prior to operation of the vehicle the driver will verify that the brakes and emergency brakes are operational. The vehicle will be placed out of service if either of the checks reveal defects with the brakes.

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G. Windshields

Windshields must be free of discoloration or other damage extending above the steering wheel, except for 2 inches at the top and 1 inch at each side. However, the following exceptions are allowed:

1. coloration for the reduction of glare in manufacture
2. any crack not over 1/4 inch wide, if not intersected by any other crack, and
3. any damage area which can be covered by a disc 3/4 inch in diameter, if not closer than three (3) inches to any other such damaged area.

In addition, there must not be any label, sticker, decal or other vision reducing material on any windshield or window unless required by law, in which case such material must not extend upward more than 4 1/2 inches from the bottom of the windshield.

H. Truck Windows

The requirements for trucks specify at least one window on each side, approximately 18" x 13" (200 square inches) with a minimum corner radius of 6 inches. However, no window is required if the cab has a folding door or doors or clear openings where the doors or windows are customarily located.

I. Fuel Systems

The system must not supply fuel by gravity or syphon feed directly to the carburetor or injectors. When there are two or more fuel tanks, the selection control valve must either be located where the driver can operate it from his seat while watching the road, or be located so the driver must stop the vehicle and leave his seat to operate it.

J. Coupling Devices and Towing Methods

When two or more vehicles are operated in combination, the coupling device must be such that when operating on a straight, level, smooth, paved surface, the path of the towed vehicle will not deviate more than 3 inches to either side of the path of the towing vehicle.

Tow-bars and means of attaching must be adequate for the weight being drawn, securely mounted, provide proper articulation without excessive slack, and have a locking device to prevent the accidental separation of the vehicles. In addition, there must be one or more safety devices to prevent the towed vehicle from breaking loose in the event of tow-bar failure.

K. Tires

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In general, the front tires on a truck must have a tread depth of 4/32 inch when measured on any point on a major axis, and all other tires must have a minimum tread depth of 2/32 inch. It is prohibited to operate any vehicle with fabric exposed on the tread or sidewall of any tire, and although regrooved tires are permitted, no regrooved tires having a load capacity of 8.25-20 8 ply-rating shall be used on the front wheels of any truck.

All tires must conform to the standards of FMVSS No. 119 and be marked on the sidewall of the tire.

L. Emergency Equipment

One properly filled fire extinguisher located so as to be readily accessible for use, are required for all trucks. The fire extinguisher must have an Underwriter's Laboratories rating of 5 B:C or there must be two with a rating of 4 B:C or more. In the case of vehicles used in the transportation of hazardous materials, the extinguisher rating must be 10 B:C or more.

Three (3) emergency bidirectional reflective triangles are required for all company trucks.

M. Protection Against Shifting or Falling Cargo

All trucks must be loaded and equipped to prevent the shifting or falling of cargo. This equipment includes: securement systems, blocking and bracing and front-end structures. Each of these areas are discussed below.

Securement Systems

The requirements for tiedown assemblies, which include chains, steel straps, cables and fiber webbing, as well as other securement devices and attachments, specify particularly the required strength. Special rules apply to load binders and hardware, attachments to the vehicle, such as hooks, welds and bolts, and to the anchorages for winches and other fastenings. Additionally, tiedown assemblies, associated connectors, and attachment devices must be adjustable so that the driver can tighten them during transit.

Blocking and Bracing

Cargo must be secured against both longitudinal and lateral movement. It is especially important that the load can not shift forward penetrating the front-end structure and thus crushing the driver's compartment. Such blocking and bracing in the longitudinal direction must be sufficient to withstand deceleration at the rate of 20 feet per second.

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Front-End Structure

The driver must be protected from the forward movement or shifting of cargo. The structure is to be located between the cargo and the driver and be of sufficient height and width to prevent forward movement, strong enough to withstand the horizontal forward static load specified for the height of the structure as specified in Section 393.106(A), and be designed and constructed so as to be able to resist penetration by any item of cargo when the vehicle decelerates at a rate of 20 feet per second.

Section 5 - VEHICLE INSPECTION

A safe trip begins with a thorough vehicle inspection. Described below is the walk around inspection procedure for all CIPPCO CONTRACTING, INC. vehicles. This inspection will be conducted by the driver at least daily prior to operation of the vehicle.

Step 1 - Left Side of Cab

Note general condition of left front wheel

- Condition of wheel: Especially cracks, rim missing, rim bent, or broken studs, clamps or lugs
- Condition of tires: Properly inflated; valve stem not touching wheel, rim or brake drum; valve cap in place; no serious cuts, bulges, tread wear, or any signs of misalignment
- Wheel bearing and hub: No obvious leaking

Left Front Suspension

- Condition of springs, spring hangers, shackles
- U-bolts: No cracks, breaks or shifting
- Condition of shock absorber

Left Front Brake

- Condition of brake drum
- Condition of hoses

Step 2 - Front of Cab

Condition of Front Axle

Condition of Steering System

- No loose worn, damaged, or missing parts

Condition of Windshield

- Check for damage and clean if dirty
- Check windshield wiper arms for proper spring tension

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- Check wiper blades for any damage, "dead" rubber and securement to arm
- Lights and Reflectors
 - Cab parking, clearance and identification lights should be clean, operating and proper color
 - Reflectors should be clean and proper color
 - Right front turn signal light should be clean, operating, and proper color

Step 3 - Right side of Cab

Check all items as done on left side of cab area

Step 4 - Right Saddle Tank Area

Right fuel tank(s)

- Securely mounted, not damaged or leaking
- Fuel cross over line secure
- Tank(s) full of fuel
- Cap(s) on and secure

Condition of visible parts

- Rear of engine: Not leaking
- Transmission: Not leaking
- Drive shaft: Looks OK
- Exhaust System: Secure, not leaking, and not touching wires, fuel or air lines
- Frame and cross members: No bends, cracks or breaks
- Air lines and electrical wiring: Secured against snagging and chafing

Step 5 - Right Side of Truck

Dual Wheels

- Condition of wheels and rims: No cracks or bent rims, broken spacers, studs, clamps or lugs
- Condition of tires: Properly inflated; valve stems not touching wheels, rims or brake drum; valve caps in place; no serious cuts, bulges, tread wear, or any signs of misalignment; and no debris stuck between them.
- Tires: All same types; do not mix radial and bias types on the same axle
- Tires: Evenly matched in circumference
- Wheel bearing and hub: No obvious leaking

Tandem Axles

- Repeat wheel tire inspection as above

Suspension

- Condition of spring(s), spring hangers, shackles and U-bolts
- Condition of torque arms and bushings
- Condition of shock absorber(s)
- Axle alignment

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Brakes

- Condition of brake drum(s)
- Condition of hoses: Look for any chafing
- Check slack adjusters
- Check air chamber mounting
- Check springs brakes

Right Side of Bed

- Frame and cross members: Not bent, cracked, or otherwise damaged or missing
- Lights and Reflectors: Operating, clean, and proper color
- Body Parts: Not damaged or missing
- Proper Placarding

Air and Electrical Lines: Properly secured to frame, not damaged or chafing

- Splash Guards: Present, not damaged, properly fastened, not dragging on ground or rubbing tires
- Bed of truck: Deck is level, clean, and free of holes

Spare Tire(s)

- Carrier or Rack: Not damaged
- Tire and/or wheel: securely mounted in the rack
- Tire and wheel condition: Adequate for a spare (proper size and properly inflated)

Cargo Securement

- Properly blocked, braced, tied, chained, etc.
- Side Gates: Free of damage; properly secured in stake pockets

Step 6 - Rear of Truck

Lights and Reflectors

- Rear clearance and identification lights: clean, operating, and proper color
- Reflectors: Clean and proper color
- Tail Lights: Clean, operating and proper color
- End Gate: Free of damage; properly secured in stake pockets
- Tailboard: up and properly secured

Step 7 - Left Side of Truck

Check all items as done on right side

Step 8 - Inspect Inside the Cab

Get in the cab

- Make sure the parking brake is on
- Put gearshift in neutral or park if automatic
- Start engine: Listen for unusual noises; Look at gauges
- Oil pressure: Should come up to normal seconds after engine is started

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- Ammeter and/or voltmeter: Should be in normal range
- Coolant temperature: Should begin gradual rise to normal operating range
- Engine Oil Temperature: Should begin gradual rise to normal operating range
- Warning Lights and Buzzers: Oil, coolant charging circuit lights should go out right away

Step 9 - Check Controls, Mirrors, Windshield, and Emergency Equipment

Check all the following for looseness, sticking, damage, or improper setting

- Steering Wheel
- Clutch
- Accelerator Pedal
- Brake Controls: Foot brake and parking brake; test parking brake stopping action
- Horn
- Windshield Wipers/Washer
- Lights: Headlights, dimmer switch, turn signal, 4-way flashers, and clearance, identification, and marker light switches
- Checks Mirrors and Windshield: Inspect for cracks, dirt, illegal stickers or other obstructions to seeing, clean and adjust as necessary

Check Emergency Equipment

- Check safety equipment: Spare electrical fuses, three red reflective triangles and properly rated and charged fire extinguisher

Check Optional Equipment (if applicable)

- Tire Chains
- Tire changing equipment
- List of emergency phone numbers
- Accident Reporting Kit

Section 6 - ACCIDENTS

The laws and regulations governing reporting of accidents by CIPPCO CONTRACTING, INC. and its employees are dual dimensioned, requiring reports to agencies at the state and local level.

The types of accidents that are reportable are one's which result in one or more of the following conditions:

1. A fatality, or
2. Injury to a person requiring immediate treatment away from the scene of the accident,
or
3. Disabling damage to a vehicle requiring it to be towed from the scene.

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A fatality means any injury which results in the death of a person at the time of the accident or within 30 days of the accident. Disabling damage includes vehicles that could have been driven, but would have been further damaged if so driven. Excluded from disabling damage is:

- Damage which can be remedied temporarily at the scene without special tools or parts,
- Tires disablement without other damage (even if no spare is available),
- Headlamp or taillight damage,
- Damage to turn signals, horn, or windshield wipers which makes them inoperative.

The term "accident" does not include an occurrence which involves only boarding or alighting from a stationary vehicle, or which involves only the loading or unloading of a vehicle's cargo. Also not included is an occurrence involving the operation of a passenger car which is not transporting passengers or hazardous materials of a type or quantity which requires that the vehicle be marked or placarded.

All accidents will be reported to the Safety Administrator as soon as practical after the mishap. Additionally any unintentional releases of hazardous materials will be reported immediately or as soon as practical. This includes releases occurring during loading or unloading.

AN ACCIDENT REGISTER

The Safety Administrator of CIPPCO CONTRACTING, INC. will maintain an accident register containing specific information for each accident. The information to be included for each accident is as follows:

1. Date of accident
2. City of town in which or most near where the accident occurred and the state in which the accident occurred.
3. Driver name
4. Number of injuries
5. Number of fatalities, and
6. Whether hazardous materials, other than fuel spilled from the fuel tanks of the vehicles involved in the accident, were released.

RECORD RETENTION

The information must be retained for one year after the accident occurs. Copies of all accident reports required by the state or federal government or insurers must also be retained.

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Section 7 - POST-ACCIDENT DRUG TESTING

The drug testing requirements ('391.113) require drivers to be tested after certain accidents. Drivers are required to provide a urine specimen to be tested for the use of controlled substances within 32 hours after an accident meeting the definition in '390.5, if said driver receives a citation for a moving violation arising from the accident. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate there were any controlled substances in his system.

A driver will be disqualified for 1 year if the driver was involved in a fatal accident and either: 1) tests positive for controlled substance use, or 2) refuses to give a urine sample.

ACCIDENT INVESTIGATIONS

The Federal Highway Administration may conduct an in-depth or special study of a particular accident. To assist the agency in the investigation or study, designated special agents of the Federal Highway Administration may make certain requests or inquiries to CIPPCO CONTRACTING, INC. CIPPCO CONTRACTING, INC. will give all reasonable assistance within such time as the request or inquiry may specify. All information pertaining to the accident shall be made available.

HAZARDOUS MATERIALS INCIDENT REPORTING

Not Applicable.

ACCIDENT RECORDS AND REPORTS

Whenever an accident results in injury or death to any person, or property damage of any kind, regardless of the amount, the driver of the motor vehicle must:

1. Stop immediately
2. Take precautions to prevent further accidents at the scene
3. Provide reasonable assistance to any injured persons (driver should not move a person if such movement would be likely to cause further injury *unless*, the person is in immediate danger of death).
4. Provide name, address, and the name and address of CIPPCO CONTRACTING, INC. state vehicle registration number and, if requested, operator's license.
5. Report all details of the accident to the Safety Administrator as soon as possible after the accident.

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Even in instances where the driver strikes a parked vehicle which is attended, Part 392 requires the driver to:

1. Stop immediately
2. Try and locate the owner or the custodian of the unattended vehicle
3. If the owner or person responsible for the vehicle cannot be located, the driver must place his name and address and the name and address of CIPPCO CONTRACTING, INC. in a conspicuous place in or on the vehicle.

All drivers of CIPPCO CONTRACTING, INC. vehicles are required to contact the Safety Administrator as soon as possible after an accident. Even if a driver hits an unattended vehicle, the driver is instructed to contact the Safety Administrator as soon as possible.

DRIVER ACCIDENT KIT

All CIPPCO CONTRACTING, INC. vehicles will have a Driver's Accident Kit in the glove box. This kit will include the following items:

- A reporting envelope
- A driver's report form for recording information at the scene
- Accident notification card
- Witness cards
- Exoneration cards

Section 8 - MAINTENANCE

All CIPPCO CONTRACTING, INC. vehicles will be inspected annually under the provisions of the Pennsylvania Department of Transportation guidelines. This inspection shall be performed by a licensed inspector and will be substantiated through the issuance of an inspection sticker and updated registration card. All other maintenance will be determined by the driver through the performance of daily pre-operational checks on all company vehicles. Necessary maintenance identified during these checks will be reported immediately to the Service Manager.

Section 9 - CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING

A. Introduction:

All employees required to make routine deliveries of materials/equipment, are subject to D.O.T. drug and alcohol testing requirements. These include but are not limited to:

1. Mandatory Post-Accident Testing

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- A reportable accident is one resulting in (1) the death of human being; (2) bodily injury to a person who immediately receives medical treatment away from the scene of an accident; or, (3) damage to any property as previously described in the Accidents section of this Program (Section 6).
- Whenever a driver is in any way or degree involved in a reportable accident involving a Company commercial vehicle, then that driver is required to call the Safety Administrator immediately or as soon as practical. The Safety Administrator will make arrangements to have the driver transported to a collection facility for testing. The Safety Administrator will obtain the signature of the employee to be tested on a consent form. If the employee refuses to sign the consent form, he/she will be informed that his/her test will be treated as positive for drugs and/or alcohol under this program.

2. Random Testing

- All drivers are subject to unannounced random drug screens of urine samples. The company will conduct random testing at the rates required by the D.O.T. regulations.

3. Medical Examination Drug Test

- During the next D.O.T. - required medical examination of the driver, a urine sample of the driver will be collected and will be tested, for among other things, drugs. This form of drug testing will not continue after the next medical examination.

4. Training

- Each covered driver will be required to attend a two-hour training session on the effects and consequences of drugs, as well as the causes and signs of drug use.

5. D.O.T. Disqualification Rules

- Any driver who has a positive test result will be immediately rendered "medically unqualified" to drive until such time as he tests negative and will also be subject to the disciplinary consequences up to and including termination. Any driver who has been involved in an accident and who has a positive drug test result under post-accident testing will be disqualified to drive by issuance of a letter of disqualification for a period of one (1) year. If the Company does bring back to work a driver who tests positive, the driver must continue in an outside after-care

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program at the driver's expense and be subject to follow-up testing for not longer than sixty (60) months following return to work.

6. Forms:

- All required forms are contained in the Driver Qualification File for each driver. These include: Pre-employment Urinalysis Notification, Alcohol and/or Controlled Substance Test Notification, Driver's Physical Examination Certificate, Controlled Substance Test Results and Notice of Disqualification.

Section 10 - SUBSTANCE ABUSE POLICY

A. STATEMENT OF POLICY

- CIPPCO CONTRACTING, INC. ("the Company") is committed to providing all of its employees with a safe and healthy substance free work environment. Our program consists of procedures necessary to prevent substance abuse in our Company.
- The Director of Administration will have the overall responsibility for coordinating this program for CIPPCO CONTRACTING, INC. and is available during regular business hours to discuss any part of this program.

B. POLICY

1. ALCOHOL

- The use, possession or distribution of alcohol on any property, facility or work site, or on any property, facility or work site of any client of the Company, or during any working hours, including lunch breaks, is prohibited. The use, possession or distribution of alcohol or containers of alcoholic beverages while in any company vehicle (which includes vehicles rented for Company purposes) is also prohibited. In addition, an employee under the influence of alcohol during any working hours is in violation of this policy.

2. LEGAL DRUGS

- Legal drugs are those drugs, both prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they are prescribed or manufactured.

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- Employees who believe, or have been informed by their physician, that their use of any legal drug may present a safety risk or may interfere in any respect with their job performance, judgment or behavior, are required to report such drug use to the Safety Administrator . If an employee is using a prescription drug, the Company retains the discretion to determine if the employee can continue to work and/or what job duties the employee may perform safely and effectively.

3. ILLEGAL DRUGS

- An illegal drug is any drug which is not legally obtainable, or which is legally obtainable but has not been obtained in a legal manner. This term includes prescription drugs not legally obtained and prescription drugs not prescribed for the employee.
- The use, sale, purchase, manufacture, transfer, distribution or possession of any illegal drug by an employee while on any Company property, facility or work site, or any property, facility or work site of a client of the Company, or during any working hours, is prohibited. The use, sale, purchase, manufacture, transfer, distribution or possession of an illegal drug while in any Company vehicle (which includes vehicles rented for Company purposes) is also prohibited. In addition, an employee with any illegal drug (s) in his/her system during any working hours is in violation of this policy.
- Any employee who appears unfit for work will be subject to a medical examination, including blood and/or urine tests, to determine the presence and amount of drugs, if any, in that employee's system.

4. OFF-THE-JOB SUBSTANCE ABUSE

- Any employee who drives any Company vehicle (which includes vehicles rented for Company purposes) must report immediately to the Safety Administrator any arrest for driving (either on or off duty) under the influence of drug(s) or alcohol. Any such arrest may be considered by the Company to be a violation of this policy.

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C. ENFORCEMENT PROCEDURES

The Company may conduct tests for drug and/or alcohol abuse, if warranted, as outlined below:

1. REASONABLE SUSPICION

- Where there is a reasonable suspicion that an employee is in violation of this policy, the Company has the right to require an employee to submit to a drug/alcohol screen of his/her urine and/or blood.
- "Reasonable suspicion" shall include, but is not limited to, unusual behavior on the job, sleeping on the job, repeated lateness, repeated unexcused absences, on-the-job errors and mistakes, certain off-the-job conduct such as arrests for possession, sale or use of drugs, or arrests for driving a vehicle while under the influence of drugs and/or alcohol.
- Pending the receipt of the results of a drug/alcohol screen the employee will be suspended without pay. If the results of the screen are negative, the employee will be reinstated.
- An employee will be required to sign the attached employee consent form, prior to a screen. If an employee refuses to sign the consent form or refuses to submit to the screen, he/she will be considered to have had a positive test result.
- Testing will be done according to the procedures set forth in Section F (Testing Procedure).
- A positive test result is a violation of this policy, and the employee will then be subject to the disciplinary actions outlined in Section D (Disciplinary Actions).

2. POST-ACCIDENT TESTING

- The Company has the right to require any employee involved in an accident resulting in death, or the need for immediate medical attention away from the jobsite, to submit to a drug and/or alcohol screen of his/her urine and/or blood.
- Any employee will be required to sign a consent form, in the form attached, prior to a screen. If an employee refuses to sign the consent form or refuses to submit to the screen, he/she will be considered to have had a positive test result.

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- Testing will be done according to the procedures set forth in Section E (Testing Procedure).
- A positive test result is a violation of this policy, and the employee will then be subject to the disciplinary actions.

3. RANDOM TESTING

- Employees engaged in routine deliveries of materials/equipment will be subject to random screenings.
 - The random selection of employee's names will be the responsibility of an outside agency. The employee's names will then be reported to the owner.
 - The Company will treat any refusal by an employee to submit to a drug/alcohol screen as a positive result and violation of this policy.
- An employee who submits to a random screen will continue to work pending receipt of the results of the screen.
- A positive result from a random screening will subject the employee to disciplinary action up to and including termination.

D. DISCIPLINARY ACTIONS

- Depending upon all circumstances, the Company reserves the right to discipline, up to and including immediate termination, any employee who has a positive test result and/or who otherwise violates any part of this policy.
- If an employee tests positive during screening, the following procedures will be enforced:
 - 1st Offense – Automatic Suspension for (one) 1 week
 - 2nd Offense – Immediate Termination
- Termination of employment for violation of this policy will be considered termination for cause and will result in loss of any accrued benefits not legally mandated. (i.e. accrued vacation time, holiday pay, etc.)
- The Company shall treat any refusal by an employee to submit to a drug/alcohol screen as a positive result and violation of this policy.

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E. TESTING PROCEDURES

- Any employee being tested due to reasonable suspicion, or any employee or employees being tested due to an accident, will be driven to a licensed and certified collection facility by the Supervisor or the Supervisor's representative immediately following the incident. Upon completion of the collection process, the employee will either be driven home by the Supervisor (or the Supervisor's representative) or provided with public transportation to his/her home. Prior to transporting any employee to collection facility, the Safety Administrator will be advised of the incident. An incident report must be filed by the Supervisor within twenty-four (24) hours of the incident.
- Any collection procedures and chain of custody procedures will be done according to National Institute of Drug Administration (NIDA) standards.
- In an effort to ensure consistency and uniformity in the testing procedures, only laboratories that are certified by the National Institute of Drug Administration (NIDA) and maintain appropriate licenses from the Drug Enforcement Agency (DEA) will be used for all drug and alcohol tests for the Company.
- In addition to the presence of alcohol in the blood and/or urine sample, the laboratory will test for drugs in each urine sample, including the following:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cannabinoids (Marijuana)
 - Cocaine metabolite
 - Methadone
 - Methaqualone (Quaalude)
 - Opiates
 - Phencyclidine (PCP)
 - Propoxyphene (Darvon)
- No drug test results will be reported as positive unless an initial positive screen is confirmed by gas chromatography/mass spectrometry (GC/MS). If the laboratory believes that more information from the employee is needed in order to report a

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positive result, that information must be obtained through the Safety Administrator before any test result is reported.

- The test result will be deemed positive for any % of alcohol use. The Company has a Zero Tolerance policy.
- An employee will **not** be terminated for a positive test result under this Substance Abuse Program until the Company received the positive test in writing. Furthermore, if an employee requests an opportunity to explain to the laboratory why the positive results of a test are inaccurate, no employee will be disciplined or required to undergo rehabilitation until the employee has had an opportunity to provide such an explanation to the laboratory.
- All test results will be held strictly confidential by the Company. The laboratory will communicate a positive test result only to the Safety Administrator and/or the General Manager absence. The Safety Administrator, General Manager, the President, and the corporate counsel if necessary, will be the only person with access to the specific test results.

F. CONFIDENTIALITY

- The Company will keep confidential all information voluntarily submitted relating to drug/alcohol tests and to prescription drug use.
- The Company will keep confidential all information obtained through drug/alcohol tests require to comply with this policy.
- Information and results will be given to the Safety Administrator . When deemed necessary, this information may also be given to the General Manager , President and/or the corporate counsel.

Any questions regarding this Fleet Safety Compliance Program should be directed to the Safety Administrator of CIPPCO CONTRACTING, INC.

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EMPLOYEE CONSENT FORM

I, _____, hereby consent to the collection of my urine and/or blood for laboratory testing for controlled substances including drugs and alcohol. I further consent to the release of the test result(s) and other relevant medical information to the Safety Administrator, the President, and/or legal counsel for CIPPCO CONTRACTING, INC., all of who, I understand will keep confidential all information pertaining thereto. I understand that if I do not consent, the test results will be considered positive, and I will be subject to the consequences of having a positive test under the Substance Abuse Policy.

I have taken the following drugs, substances and/or prescription medication with the past ten (10) days:

Name of Drug
Substance or
Prescription

Amount
Taken

Date
Taken

Signature

Date

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| CORPORATE SAFETY MANUAL | REV 0 12/04 |

APPLICANT CONSENT FORM

I, _____, understand that CIPPCO CONTRACTING, INC., as a part of its Substance Abuse Program requires pre-employment screening for drugs and alcohol as a condition of my employment. I hereby consent to the collection of my urine and/or blood for laboratory testing for controlled substances. I further consent to the release of test result(s) to the Safety Administrator, the President, and/or the legal counsel, for CIPPCO CONTRACTING, INC., all of whom I understand will keep confidential all information pertaining thereto.

I understand that if I do not consent, I will be denied employment with CIPPCO CONTRACTING, INC.

Signature

Date