

RECEIPT

DATE

9/29/25

No.

743659

RECEIVED FROM

Diaz Express LLC

\$

350.00

Three hundred fifty and 00/100

DOLLARS

☐ FOR RENT☒ FOR

DE-SW-2024

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

FROM

20642512

TO

BY

AG



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) 739-6060

SOLID WASTE TRANSPORTER PERMIT APPLICATION

Language Preference:

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- 2024 Expiration Date 9/30/2025

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 Diaz Express LLC

| | |
|------------------------------|-------------------------------|
| Location Address: | Mailing Address: |
| <u>611 W. Lurray St.</u> | <u>611 W. Lurray St</u> |
| <u>Philadelphia PA 19140</u> | <u>Philadelphia, PA 19140</u> |
| | |

Contact: Bethany Torres Title: owner

Business Phone: 267-777-0593 Fax: _____

E-mail: 

24 hr Emergency Contact Phone: 

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: _____ State: _____ Date: _____
☐ Municipality
☐ Public institution
☒ Limited Liability Corporation (LLC) State: PA
☐ Other: (must specify) _____

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

☒ Attachment _____

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

☐ Attachment _____
☒ No parent company

5. Company locations in Delaware

List name and street address of each company location, including freight terminals, within the State of Delaware.

- ☐ Attachment _____
☒ No Delaware locations

6. Company Affiliates

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

- ☐ Attachment _____
☒ No affiliates

7. Type of Waste to be Transported

(a). Check all that apply. Refer to Delaware's *Regulations Governing Solid Waste* for definitions of waste categories.

- ☐ Residential waste
☐ Commercial waste (from **non-manufacturing, non-processing** businesses and offices)
☐ Industrial waste (from a manufacturing or industrial process)
☒ Dry waste: ☒ construction/demolition debris
☐ trees/stumps
☐ other (must specify) _____
☐ Ash: ☐ municipal incinerator
☐ coal ash
☐ other (must specify) _____
☐ Infectious waste
☐ Non-hazardous petroleum-hydrocarbon contaminated soils
☐ Asbestos-containing waste
☐ Scrap Tires

(b). Does your company collect and transport residential (household) waste from single family homes, condominiums and apartment complexes in Delaware? ☐ Yes ☒ No

(c). If you answered "YES" to question 7.b., above, does your company provide recycling services to those customers? ☐ Yes ☒ No ☐ N/A

(d). If you offer recycling services, does your company collect and transport the recyclables separately from the waste generated by your customers? ☐ Yes ☒ No

(e). If you offer recycling services, are the recyclables ultimately taken to an incinerator (waste-to-energy) or landfill? ☐ Yes ☒ No

8. Treatment, Storage, and Disposal Facilities

- (a). Do you cross state lines with the waste? ☒ Yes ☐ No
- (b). Identify in an attachment **all** solid waste Treatment, Storage, Disposal Facilities, Reclamation Facilities and Transfer Stations to which the waste will be transported.
- ☒ Delaware Solid Waste Authority locations: (attachment) _____
 - ☐ 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 _____
 - ☐ Not applicable-No transporter permit required for these solid waste types in our home state.

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

- ☐ Attachment _____
- ☐ No transporter permits in other states

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

DOT# 2890966 MC# 970961

- ☐ 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

Applied stickers take 24 hours to reach full tack

3307265662

TRACTOR
WH23307
EXP JUL 2026
VIN-1FUVDZYB4TL589566

PA WTSP
DEP-326G

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



PEEL HERE

3307265662

WH23307
EXP JUL 2026
VIN-1FUVDZYB4TL589566

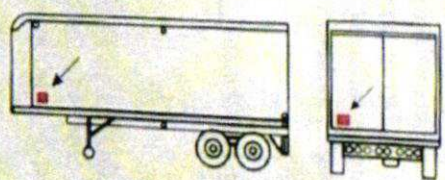
PA WTS
DEP-326G



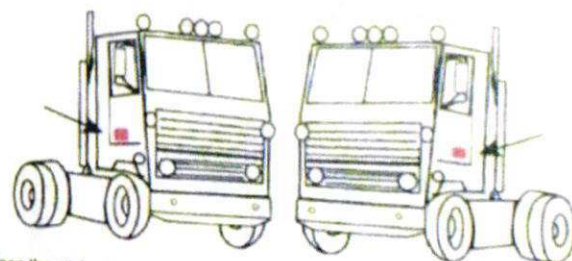
PEEL HERE

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

Waste Trailers



Trucks and Truck Tractors



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

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COMMONWEALTH OF PENNSYLVANIA
Waste Transportation Safety Program
Written Authorization

3307260692

Phone No. (267)-777-0593

DIAZ EXPRESS LLC
BETHANY TORRES
611 W LURAY ST
PHILADELPHIA, PA 19140-1416

VIN# 1M1AK06Y96N008069
WH23307
Expires Jul 2026

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

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

11. Spill Control and Safety

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

Spill Control Plan: Attachment ✓

12. Driver Training

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

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

Driver Training, attachment ✓

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

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

**U.S. Department
of Transportation**

Federal Motor Carrier
Safety Administration

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

USDOT Number: 2890966 Date Received: _____

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

Issued to DIAZ EXPRESS LLC

(Motor Carrier name)

of 611 W LURAY ST PHILADELPHIA, PA 19140

(Motor Carrier state or province)

Dated at 09:24 AM on this 3rd day of February, 2025

Amending Policy Number: CA 992492880 Effective Date: 02/01/2025

Name of Insurance Company: United Financial Cas Co

Countersigned by: _____

Authorized company representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$_____ for each accident in excess of the underlying limit of \$_____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-800-444-4487.

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

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

DEFINITIONS AS USED IN THIS ENDORSEMENT

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

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

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

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

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

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

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

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

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

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

SCHEDULE OF LIMITS - PUBLIC LIABILITY

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

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

SPILL CONTROL PLAN FOR SOLID WASTE HAULERS

- (1) Spill control and safety equipment carried in each vehicle:
 - 1). Reflectors and/or flares
 - 2). Fire extinguisher
 - 3). First aid kit
 - 4). Heavy-duty gloves, hard hat
 - 5). Flashlight
 - 6).
- (2) All loads will be enclosed, covered, or tarped to prevent accidental discharge of the waste during transport to the disposal facility.
- (3) The driver will perform the following pre-trip inspections:
 - 1). D.O.T. Driver Inspection Report Pre + Post
 - 2). Driver Inspects after load is Empty (Clean up excess in Trailer)
- (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: Eddy Torres Phone: [REDACTED]
- (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.

DRIVER'S VEHICLE INSPECTION REPORT

AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

LOCATION: _____

DATE: _____ TIME: _____ A.M. _____ P.M.

TRACTOR/ ODOMETER BEGIN: _____
TRUCK NO.: READING END: _____

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

- | | | |
|---|---|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Safety Equipment |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Fire Extinguisher |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Horn(s) | <input type="checkbox"/> Flags/Flares/Fusees |
| <input type="checkbox"/> Belts and Hoses | <input type="checkbox"/> Lights | <input type="checkbox"/> Reflective Triangles |
| <input type="checkbox"/> Body | <input type="checkbox"/> Brake | <input type="checkbox"/> Spare Fuses |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Head/Stop | <input type="checkbox"/> Spare Bulbs (optional) |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Tail/Dash | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Brakes, Service | <input type="checkbox"/> Turn Indicators | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Clearance/Marker | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Muffler | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Radiator | <input type="checkbox"/> Trip Recorder |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> Rear End | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Fluid Levels | | <input type="checkbox"/> Windshield Wipers & Washers |
| <input type="checkbox"/> Frame and Assembly | | <input type="checkbox"/> Other |

TRAILER(S) NO.(S): 1 _____ 2 _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors/Reflective Tape | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |

Remarks: _____

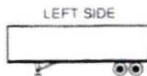
MARK CLEARLY ALL DAMAGE OR DEFICIENCIES FOUND BY USING THE FOLLOWING SYMBOL(S):
C = CUT H = HOLE D = DENT BR = BROKEN M = MISSING S = SCRATCH P = PATCHED



LEFT



FRONT



LEFT SIDE



FRONT



RIGHT



BACK



RIGHT SIDE



REAR

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE: _____

- ☐ ABOVE DEFECTS CORRECTED
☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE: _____

DRIVER'S SIGNATURE: _____ DATE: _____

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 _____ Date 9/27/2025

Print Name Bethany Torres Title owner

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

Use this form, or other format which provides the same information, to answer the VEHICLE IDENTIFICATION requirement of the application. List all vehicles, both motorized and container (if a license plate is required on the container) to be used to haul solid waste in the state of Delaware. In addition, list the vehicle owner, owner's address, and domicile address if different from the company address provided in the application.

[illegible]



pennsylvania

DEPARTMENT OF TRANSPORTATION

www.dmv.pa.gov

For Department Use Only

Bureau of Motor Vehicles - Commercial Registration Section - PO Box 66612 - Harrisburg, PA 17106-8612

MV-106(4-14)

IRP CAB CARD

The vehicle described below has been proportionally registered in Pennsylvania and the following jurisdictions at the weights not exceeding those indicated as shown below:

DIAZ EXPRESS LLC
611 W LURAY ST
PHILADELPHIA, PA 19140-1415

LICENSE PLATE: **AH71058**

VALIDATION DATE: **04/09/2025**

EXPIRES: **03/31/2026**

| | | | | | | | | | | | | |
|---|----------------------|----------------------------------|--|----------------------|--------------------------------------|-------------------------------|--|------------------------------------|--------------------|-------------------------------------|-------------------|-------------------------|
| ACCOUNT NO: 00066877 | | FLEET NO: 1 | | SUPP NO: 0 | | USDOT NO: 002890966 | | ISSUE DATE: 05/15/2025 | | EQUIPMENT NO: 01 | | |
| YEAR: 1996 | MAKE: FRHT | VIN: 1FUVDZYB4TL589566 | | | UNLADEN WEIGHT: 16,000 LBS | | | GROSS VEH WT: 80,000 LBS | | GROSS COMB WT: 80,000 LBS | | |
| REGISTRANT NAME: DIAZ EXPRESS LLC STREET ADDRESS: 611 W LURAY ST CITY, STATE, ZIP: PHILADELPHIA, PA 19140-1415 | | | | | | | | TYPE: TR | AXLES: 3 | SEATS: 0 | FUEL: D | WGT CLASS: 25 |
| OWNER: DIAZ EXPRESS LLC | | | | | | | | TITLE NO: 49611507 | | O. CODE: FOR | | |

| JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT |
|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|
| PA | 80,000 | AL | 80,000 | AR | 80,000 | AZ | 80,000 | CA | 80,000 | CO | 80,000 | CT | 80,000 |
| DC | 80,000 | DE | 80,000 | FL | 80,000 | GA | 80,000 | IA | 80,000 | ID | 80,000 | IL | 80,000 |
| IN | 80,000 | KS | 80,000 | KY | 80,000 | LA | 80,000 | MA | 80,000 | MD | 80,000 | ME | 80,000 |
| MI | 80,000 | MN | 80,000 | MO | 80,000 | MS | 80,000 | MT | 80,000 | NC | 80,000 | ND | 80,000 |
| NE | 80,000 | NH | 80,000 | NJ | 80,000 | NM | 80,000 | NV | 80,000 | NY | 80,000 | OH | 80,000 |
| OK | 80,000 | OR | 80,000 | RI | 80,000 | SC | 80,000 | SD | 80,000 | TN | 80,000 | TX | 80,000 |
| UT | 80,000 | VA | 80,000 | VT | 80,000 | WA | 80,000 | WI | 80,000 | WV | 80,000 | WY | 80,000 |
| AB | 36,287 | BC | 36,287 | MB | 36,287 | NB | 36,287 | NL | 36,287 | NS | 36,287 | ON | 36,287 |
| PE | 36,287 | QC | 5 AXL | SK | 36,287 | ** | **** | ** | **** | ** | **** | ** | **** |

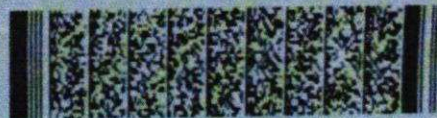
It is the registrant's responsibility to ensure that the information listed on the IRP cab card is correct.

The apportioned cab card must be carried in the vehicle to which it is issued and must be presented on demand, for inspection by law enforcement officers.

I/We hereby acknowledge this day that I/We have received notice of provisions of Section 3709 of the Vehicle Code.

Safety USDOT Number: 002890966

SIGNATURE
MOTOR CARRIER RESPONSIBLE FOR SAFETY
DIAZ EXPRESS LLC
611 W LURAY ST
PHILADELPHIA, PA 19140



PENNSYLVANIA'S LITTERING LAW - Section 3709 of the Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.
For any violation of Section 3709, I may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within this vehicle with my permission, if I do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

9:21



Scan_20250902 (2) ✓

Done



pennsylvania
DEPARTMENT OF TRANSPORTATION
www.dmv.pa.gov

For Department Use Only

Bureau of Motor Vehicles - Commercial Registration Section - PO Box 68612 - Harrisburg, PA 17106-8612

MV-106(4-14)

IRP CAB CARD

The vehicle described below has been proportionally registered in Pennsylvania and the following jurisdictions at the weights not exceeding those indicated as shown below:

Messenger ID 168215
DIAZ EXPRESS LLC
611 W LURAY ST
PHILADELPHIA, PA 19140-1415

LICENSE PLATE:

AH71058

VALIDATION DATE:

08/04/2025

EXPIRES:

03/31/2026

| | | | | | | |
|--|---------------|---------------------------|-------------------------------|------------------------|---------------------------|------------------------------|
| ACCOUNT NO: 00066877 | | FLEET NO: 1 | SUPP NO: 1 | USDOT NO: 002890966 | ISSUE DATE: 08/22/2025 | EQUIPMENT NO: 02 |
| YEAR: 2006 | MAKE: MACK | VIN: 1M1AK06Y96N008069 | UNLADEN WEIGHT: 17,900 LBS | | GROSS VEH WT: 0 LBS | GROSS COMB WT: 80,000 LBS |
| REGISTRANT NAME: DIAZ EXPRESS LLC STREET ADDRESS: 611 W LURAY ST CITY, STATE, ZIP: PHILADELPHIA, PA 19140-1415 | | | | TYPE: TR | AXLES: 3 | SEATS: 0 |
| OWNER: DIAZ EXPRESS LLC | | | | TITLE NO: 86825913 | FUEL: D | WGT CLASS: 25 |
| | | | | | O. CODE: FOR | |

| JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT | JUR | WEIGHT |
|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|-----|--------|
| PA | 80,000 | AL | 80,000 | AR | 80,000 | AZ | 80,000 | CA | 80,000 | CO | 80,000 | CT | 80,000 |
| DC | 80,000 | DE | 80,000 | FL | 80,000 | GA | 80,000 | IA | 80,000 | ID | 80,000 | IL | 80,000 |
| IN | 80,000 | KS | 80,000 | KY | 80,000 | LA | 80,000 | MA | 80,000 | MD | 80,000 | ME | 80,000 |
| MI | 80,000 | MN | 80,000 | MO | 80,000 | MS | 80,000 | MT | 80,000 | NC | 80,000 | ND | 80,000 |
| NE | 80,000 | NH | 80,000 | NJ | 80,000 | NM | 80,000 | NV | 80,000 | NY | 80,000 | OH | 80,000 |
| OK | 80,000 | OR | 80,000 | RI | 80,000 | SC | 80,000 | SD | 80,000 | TN | 80,000 | TX | 80,000 |
| UT | 80,000 | VA | 80,000 | VT | 80,000 | WA | 80,000 | WI | 80,000 | WV | 80,000 | WY | 80,000 |
| AB | 36,287 | BC | 36,287 | MB | 36,287 | NB | 36,287 | NL | 36,287 | NS | 36,287 | ON | 36,287 |
| PE | 36,287 | QC | 5 AXL | SK | 36,287 | ** | **** | ** | **** | ** | **** | ** | **** |

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The apportioned cab card must be carried in the vehicle to which it is issued and must be presented on demand, for inspection by law enforcement officers.

I/We hereby acknowledge this day that I/We have received notice of provisions of Section 3709 of the Vehicle Code.

Safety USDOT Number: 002890966

SIGNATURE
MOTOR CARRIER RESPONSIBLE FOR SAFETY
DIAZ EXPRESS LLC
611 W LURAY ST
PHILADELPHIA, PA 19140



PENNSYLVANIA'S LITTERING LAW - Section 3709 of the Vehicle Code provides for a fine of up to \$300 for dropping, throwing or depositing, upon any highway, or upon any other public or private property without the consent of the owner thereof or into or on the waters of this Commonwealth from a vehicle, any waste paper, sweepings, ashes, household waste, glass, metal, refuse or rubbish or any dangerous or detrimental substance, or permitting any of the preceding without immediately removing such items or causing their removal.
For any violation of Section 3709, I may be subject to a fine of up to \$300 upon conviction, including any violation resulting from the conduct of any other persons operating, in possession of or present within this vehicle with my permission, if I do not with reasonable certainty identify the driver of the vehicle at the time the violation occurred.

HYBRU-01

LMACKLIN

of or present with **PLEASE DRIVE SAFELY AND REMEMBER TO BUCKLE UP**

Detach Here

1 OF 1

Detach Here

COMMONWEALTH OF PENNSYLVANIA REGISTRATION CREDENTIAL

EXPIRY: PERMANENT

VALID: 06/28/18

PLATE: PT239F6
TITLE: 79144739801 HY
VIN: 1E1Z2Y288JR062782
YR/MAKE: 2018 EAST
TYPE: TRL
WID: 18159 0051 003090-001

REG. GROSS WT: 73280

UNLADEN WEIGHT: 17129

SIGNATURE

I hereby acknowledge this day that I have received notice of the provisions of Section 3709 of the Vehicle Code.

HYBRID TRUX LLC
667 SOUTH AVE
SECANE PA 19018



09/01/2025

DIAZ EXPRESS LLC

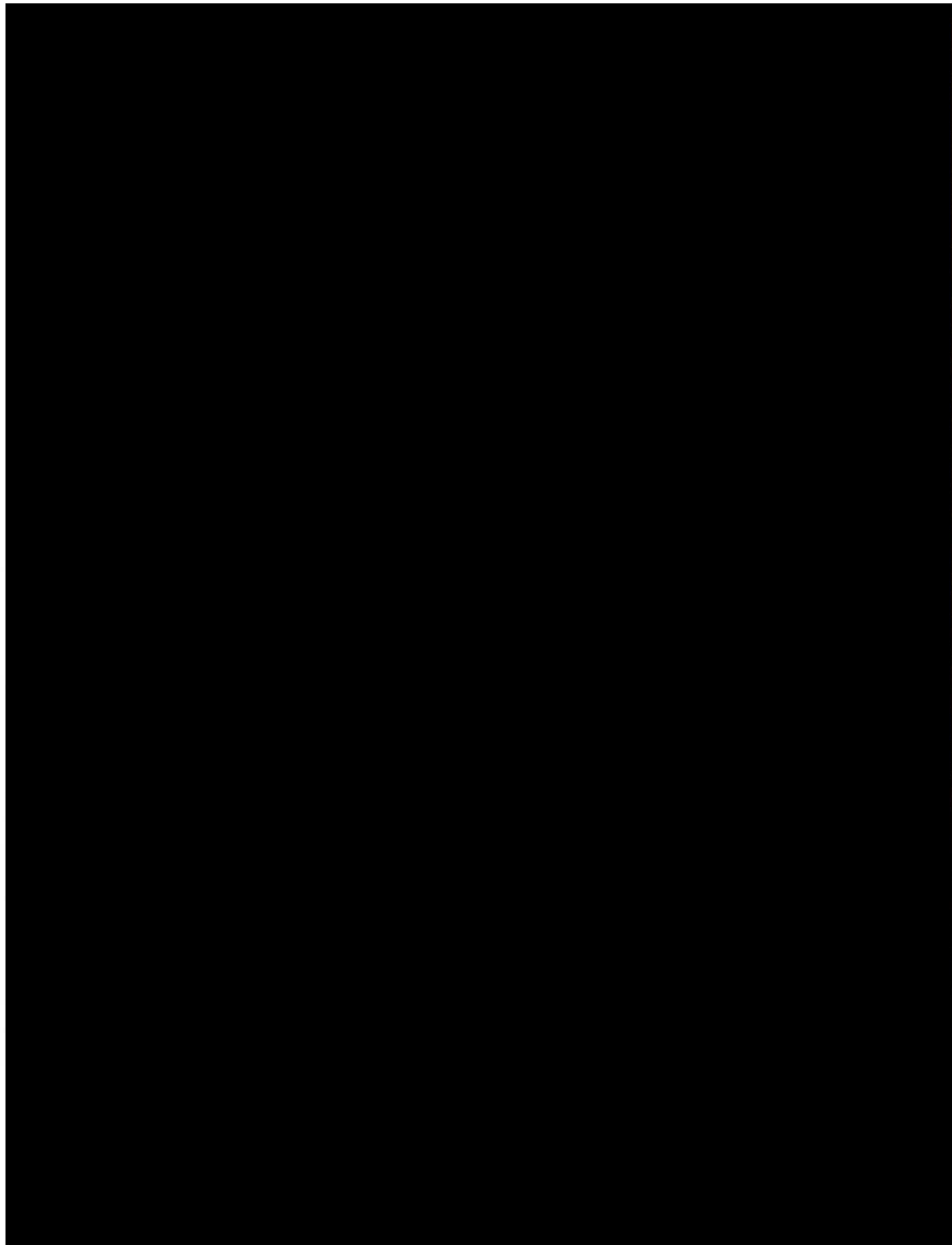
BETHANY TORRES OWNER

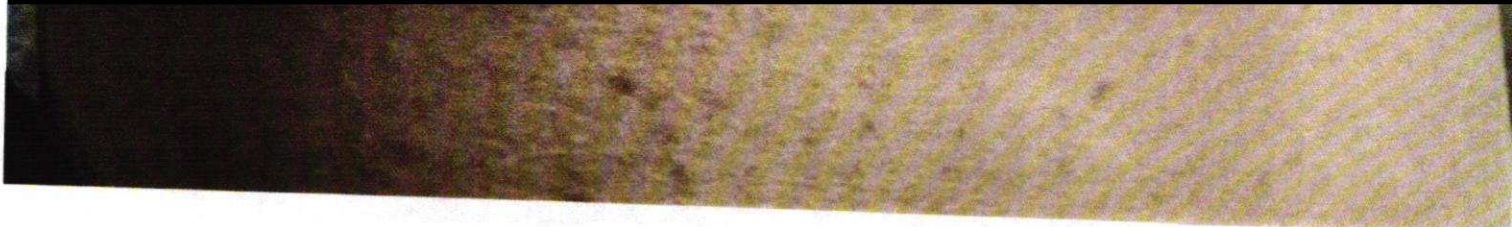
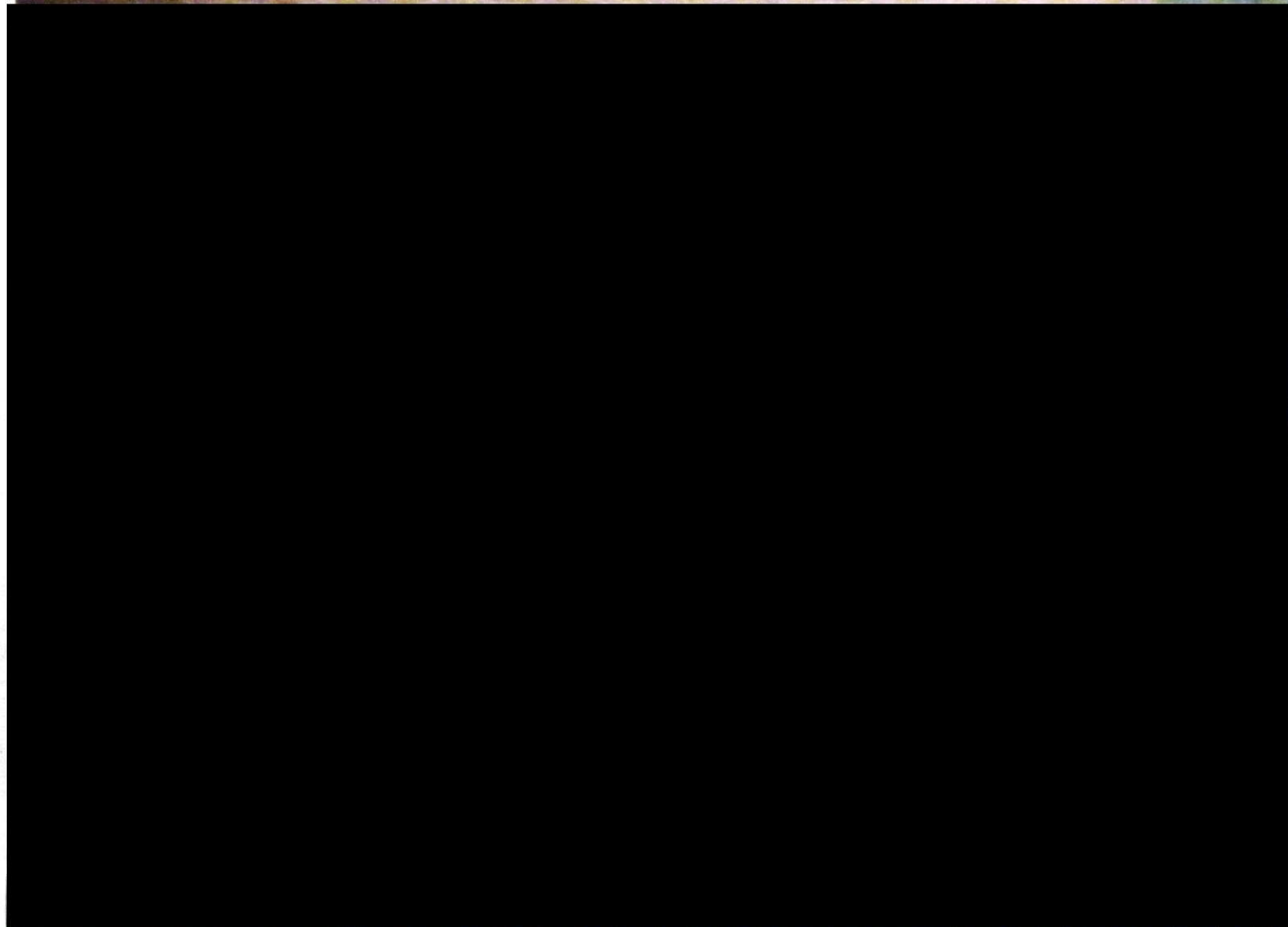
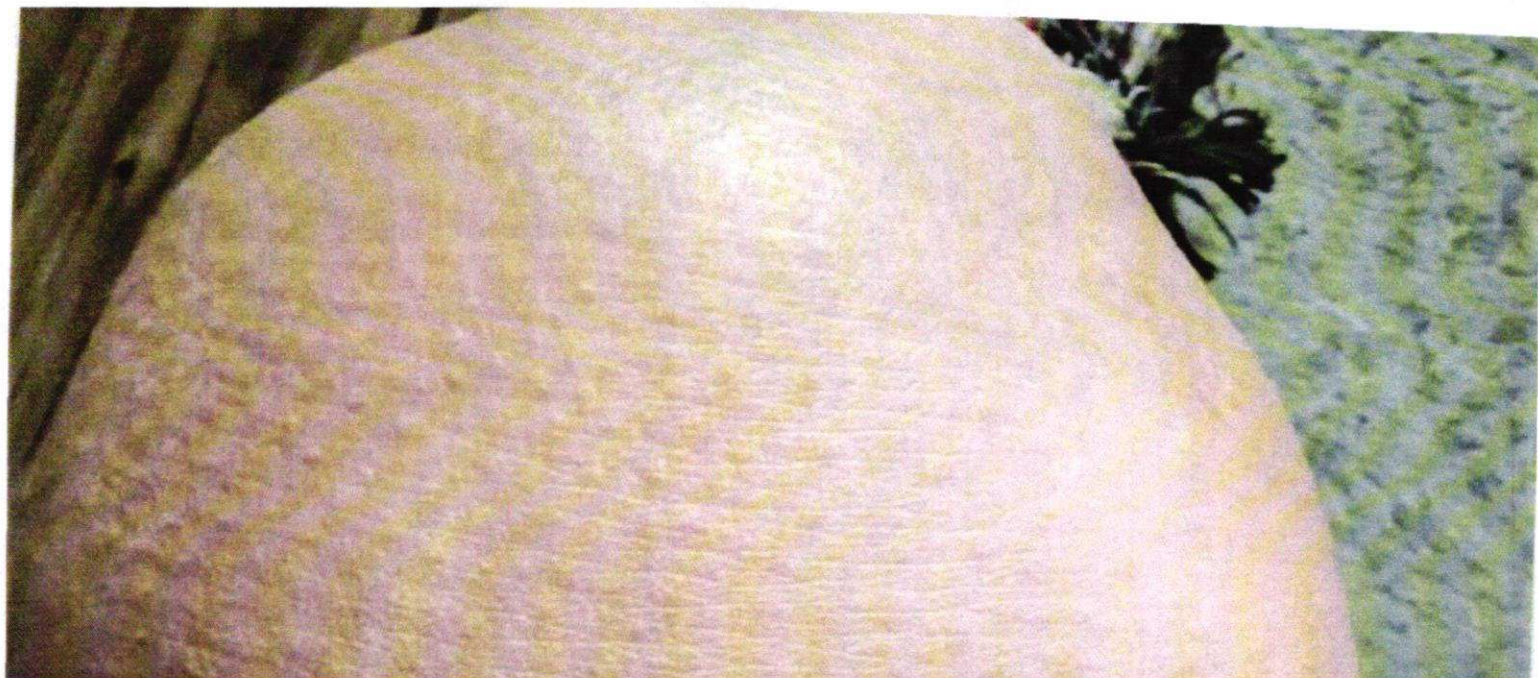
611 W. LURAY STREET

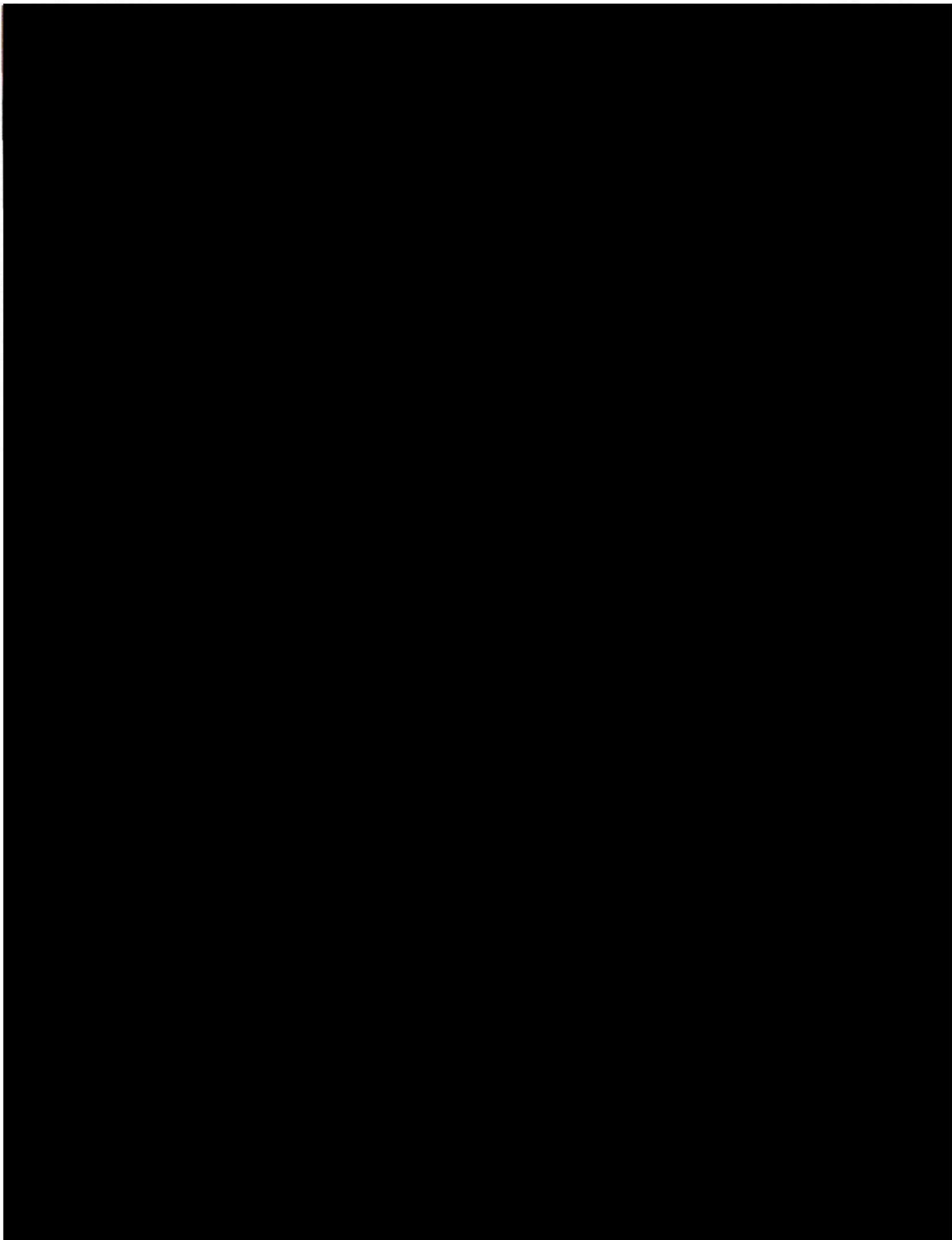
PHILADELPHIA, PA. 19140

A solid black rectangular redaction box covering the bottom portion of the address information.











CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/29/2025

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 DCAP/CPK Professional Group, LLC 28 VILLAGE RD N 2R, BROOKLYN, NY 11223 | CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL ADDRESS: progressivecommercial@email progressive com |
| INSURED DIAZ EXPRESS LLC 611 W LURAY ST PHILADELPHIA, PA 19140 | INSURER(S) AFFORDING COVERAGE INSURER A: United Financial Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| | NAIC # 11770 |

COVERAGES

CERTIFICATE NUMBER: 112849657853933916D092925T153431

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| A | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | N | N | 992492880 | 02/01/2025 | 02/01/2026 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE <input type="checkbox"/> DTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$ |
| A | See ACORD 101 for additional coverage details | N | N | 992492880 | 02/01/2025 | 02/01/2026 | \$ |

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

CERTIFICATE HOLDER**CANCELLATION**

State of Delaware Dept. of Natural Resources and Environmental Control,
Division of Waste and Hazardous Subs
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


© 1988-2015 ACORD CORPORATION. All rights reserved.

Your ID Cards

Keep these cards handy--in your glove compartment or wallet. And contact us anytime you have a question or need to report a claim.

If you have a claim, we'll get you back on the road as soon as possible. And while you'll always have a choice where to repair your vehicle, when you use a shop in our preapproved network, we'll guarantee your repair for as long as you own or lease your vehicle.

Thank you for choosing Progressive.

| DIAZ EXPRESS LLC | | FINANCIAL RESPONSIBILITY IDENTIFICATION CARD PENNSYLVANIA | |
|--|--|---|--|
| Form AD23 PA (10/20) | | Policy Number: 992492880 NAIC Number: 11770 Effective Date: 02/01/2025 Expiration Date: 02/01/2026 Policy Type: Commercial NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE. Insurer: United Financial Casualty Company 1-800-444-4487 PO Box 94739 Cleveland, OH 44101 | |
| Named Insured(s): DIAZ EXPRESS LLC 611 W LURAY ST PHILADELPHIA, PA 19140 | | Year Make Model VIN 1996 FREIGHTLINER CONVENTIONAL 1FUVDZYB4TL589566 | |
| IF YOU'RE IN AN ACCIDENT 1. Remain at the scene. Don't admit fault. 2. Find a safe location, call the police, and exchange driver information. 3. Call Progressive right away. | | Your Agent: RPK PROFESSIONAL 1-718-336-8866 | |
| TO REPORT A CLAIM Call 1-800-274-4499 or go to claims.progressive.com . | | This card must be carried for production upon demand. It is suggested that you carry this card in the insured vehicle. WARNING: Any owner or registrant of a motor vehicle who drives or permits a motor vehicle to be driven in this State without the required financial responsibility may have his registration suspended or revoked. NOTE: THIS CARD IS REQUIRED WHEN: (1) You are involved in an auto accident. (2) You are convicted of a traffic offense other than a parking offense that requires a court appearance. (3) You are stopped for violating any provision of 75 Pa.C.S. (relating to Vehicle Code) and requested to produce it by a police officer. You must provide a copy of this card to the Department of Transportation when you request restoration of your operating privilege and/or registration privilege which has been previously suspended or revoked. | |
|  | | | |
| KEEP THIS CARD IN YOUR VEHICLE WHILE IN OPERATION. | | | |

IMPORTANT NOTICE Regarding your Financial Responsibility Insurance Identification Card.

United Financial Casualty Company is required by Pennsylvania law to send you an I.D. card. The card shows that an insurance policy has been issued for the vehicle(s) described satisfying the financial responsibility requirements of the law.

If you lose the card, contact your insurance company or agent for a replacement. The I.D. card information may be used for vehicle registration and replacing license plates. If your liability policy is not in effect, the I.D. card is no longer valid.

You are required to maintain financial responsibility on your vehicle. It is against Pennsylvania law to use the I.D. card fraudulently such as using the card as proof of financial responsibility after the insurance policy is terminated.

Davis, DaQuan (DNREC)

From: Davis, DaQuan (DNREC) on behalf of WHStranporters
Sent: Tuesday, September 30, 2025 10:21 AM
To: 'btorr1519@gmail.com'
Subject: Incomplete DE SW Transporter Permit Application

Categories: Egress Switch: Unprotected

Hello Ms. Torres,

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

- **Section 4(b)-** The ownership/corporate officer information that was submitted is missing the dates of birth, ownership percentages, titles, and the owner's /corporate officers' mailing address. Please update your ownership information and send it back
- **Section 12-** Please provide driver training. Requirements include:
 - (a). Special licenses (e.g. CDL, including any special endorsements), any special training received, including dates training was received (e.g. asbestos training), and any ongoing company programs. (e.g. weekly safety meetings or annual refresher courses);
 - (b). Include your company procedure for periodic checks of the driver's records for moving violations, and your company policy on progressive counseling/discipline based on points.
 - (c). Describe how drivers are instructed in the following:
 - (i) Knowledge of proper handling procedures for the type of solid waste being transported.
 - (ii) Familiarity with the approved accidental discharge containment plan. (Spill Control Plan)
 - (iii) Familiarity with the conditions of the solid waste transporter's permit.
- **Section 13-** Please provide the vehicle lease agreement from Hybrid Trux.

- **Section 16-** Please have the owners sign and date the application. The owner's signature was missing a date. Please have the owner re-sign the application and ensure it has a date.

Please provide the requested information via email by the end of today to receive an extension for your permit. If this information is not provided, there may be a lapse in your permit, and it could take 4-5 weeks to reissue your new permit.

Thank you,

DaQuan Davis



DaQuan L. Davis

Environmental Scientist

**Division of Waste and Hazardous
Substances**

302-739-9403

WHStranporters@delaware.gov

89 Kings Hwy SW, Dover, DE 19901

dnrec.delaware.gov



09/01/2025

DIAZ EXPRESS LLC

BETHANY TORRES

OWNER 100%

MAILING ADDRESS

611 W. LURAY STREET

PHILADELPHIA, PA. 19140

A large black rectangular redaction box covering the bottom portion of the document.

ATTENTION;

Information requested below

Section 11

Spill Plan is attached and filled out

Section 12

Driver Training:

No one under the age of 22 years

Require a 3 day road test

Require a 3 year Clean Driving Record

Must pass DOT Medical Physical & Clean drug test

Drivers DMV record is pulled every 6 months

Driver must do a pre and post Inspection Report every day.

Truck and Driver have all required Emergency Equipment and phone numbers.

Driver is trained for Emergency

Spill control plan in vehicle

Thank you

Bethany Torres

TRAILER LEASING AGREEMENT

THIS TRAILER LEASING AGREEMENT (this "Lease") dated this 8th day of November, 2019

BETWEEN:

Bethany Torres owner of DIAZ EXPRESS LLC 611 W. Luray St. Philadelphia, PA 19140
(the "Lessee")

OF THE FIRST PART

- AND -

Hybrid Trux LLC of 667 South Ave. Secane, PA 19018
(the "Lessor")

OF THE SECOND PART

IN CONSIDERATION of the mutual covenants and promises in this Lease and other valuable consideration, the sufficiency of which consideration the Parties hereby acknowledge, the Lessor leases the Trailer described in this Lease to the Lessee, and the Lessee leases the Trailer from the Lessor on the following terms:

Trailer Details

1. The Lessor desires to lease the trailer described as a used 2018 Silver EAST Trailer Walking Floor, with vehicle identification number 1E1Z2Y288JR062782 (the "Trailer") to the Lessee, and the Lessee desires to lease the Trailer from the Lessor for business use.
2. The Lessor owns the Trailer that is the subject of this Lease.
3. The retail value of the Trailer as of this date is \$55,000.00.
4. The term of the Lease is 72 months (the "Term").
5. This Lease includes unlimited miles. The Lessee will not be required to pay any fees for miles

Initials: _____

6. The total amount payable by the Lessee upon signing this Lease is \$300.00.
7. The weekly payment under this Lease is \$300.00 (the "Weekly Payment").
8. Weekly Payments may be made by check, post-dated checks, money order, bank draft or pre-authorized payment.
9. Except as expressly provided in this Lease, no warranties, either express or implied, statutory or otherwise, as to any matter whatsoever, have been given by the Lessor.

Lessee Obligations

10. The Lessee will assume all risk of loss and damage to the Vehicle. The Lessee is responsible for insuring the Vehicle based on its full value, with the following coverage:
 - a. bodily injury and property damage coverage in the minimum amount of \$1,000,000;
 - b. comprehensive fire and theft insurance with a maximum deductible of \$2,000; and
 - c. collision insurance with a maximum deductible of \$1000.

The Lessee will ensure that the Lessor is named as registered owner, and as "Additional Insured" and loss payee in the insurance policy (the "Insurance Policy").

11. The Lessee agrees to co-operate with the Lessor and the insurance company in pursuing or defending any claim or action resulting from the use of the Trailer. Any award or money the Lessee receives as a result of a claim or action is to be assigned to the Lessor. If the Lessee fails to maintain insurance or if a claim is denied by the Lessee's insurance company for any reason, the Lessee remains responsible to pay the total cost of the Lease.
12. The Lessee agrees to indemnify the Lessor from any loss, and in order to prevent such loss, the Lessee will do the following:
 - a. keep the Trailer free of encumbrances, such as fines and liens;
 - b. indemnify the Lessor from all claims and expenses resulting from the maintenance and use of the Vehicle; and
 - c. pay all amounts owed under this Lease without deducting any amounts the Lessee claims to

Initials: _____

be owed by the Lessor.

13. The Lessee is prohibited from using, transferring, or altering the Trailer, as follows:

- a. the Vehicle is not to be used by drivers without an appropriate license or those restricted under the Insurance Policy;
- b. the Vehicle is not to be used illegally, in a manner contrary to the Insurance Policy.
- c. the Lessee will not transfer or assign this Lease, or ownership of the Trailer, to a third party, except with the Lessor's prior written consent. The Lessee will also ensure that the Trailer is not seized, confiscated, or involuntarily transferred, even if the Trailer is the subject of judicial or administrative proceedings;
- d. the Lessee will not install accessories in the Trailer, or alter the Trailer in any way, without the Lessor's prior written consent.

14. During the Term of the Lease, the Lessee will be responsible for paying all fees required for registration, licensing, testing, and any inspection of the Trailer requested by a government or other authority. The initial cost of registration must be paid prior to removing the Trailer from the Lessor's possession.

Inspections

15. The Lessee acknowledges that the Trailer has been inspected and the Lessee accepts the Trailer as being in a good state of repair, not including manufacturer's defects which would not have been visible upon inspection.

16. The Lessor has the right to inspect the Trailer, without prior notice, at all reasonable times during the Term of this Lease.

Event Of Default

17. The Lessee will be in default under this Lease if:

- a. the Lessee fails to make a Weekly Payments on the due date;

Initials: _____

- b. a bankruptcy, receivership, or insolvency proceeding is initiated by the Lessee or against the Lessee;
 - c. a creditor or a government authority seizes the Trailer;
 - d. the Lessee has misrepresented personal or financial information;
 - e. the Lessee is no longer living;
 - f. the Trailer is stolen or damaged beyond repair;
 - g. the Trailer is not returned at the end of the Term; or
 - h. the Lessee breaches any other term of this Lease.
18. In the event that the Lessee defaults under this Lease, the Lessee will be required to pay the amounts applicable to the Trailer during the remainder of the Term.
19. If the Lessee defaults under this Lease, the Lessor will pursue the remedies outlined in this Lease, in addition to any other remedies allowed by law. If the Lessee defaults, the Lessor may terminate this Lease, and may recover the Trailer and sue the Lessee for damages.

Excessive Wear and Tear

20. The Lessee is responsible for ensuring that the Trailer is regularly maintained and is kept in good repair. Regular maintenance and repair includes, but is not limited to, the excessive wear and tear provisions below. The Lessee is to pay the costs of regular maintenance and any costs for repairs not covered by warranty.
21. Excessive wear and tear will include, but is not limited to, the following, even if covered by the Lessee's Insurance Policy:
- a. cracked, damaged, or tinted glass;
 - b. dented or damaged body panels, fenders, lights, or paint;
 - c. missing equipment or accessories that were provided with the Trailer, including but not limited to wheel covers, jack, wheel wrench, and spare tire or regular tires;

Initials: _____

- d. tires with less than 3mm of tread remaining at the lowest point;
 - e. mechanical damage that affects the safe, proper, or lawful operation of the Trailer, which would include damage that causes the Trailer to fail a safety inspection in the commonwealth where this Lease is signed.
22. During the Term, damaged or lost parts, equipment, or accessories may be replaced with items of equal or better quality and construction, and replacement items that meet this standard will be accepted as original items, upon return of the Trailer.

Returning the Trailer

23. When the Lessee returns the Trailer at the end of the Lease, the Lessee must pay the following amount:
- a. the cost of repairs needed.
24. The Lessee may return the Trailer at any time during the Lease, by paying the following amounts:
- a. the Monthly Payment multiplied by the number of months remaining in the Term;
 - b. the cost of repairs needed.
 - c. any outstanding amounts under this Lease.
25. After the Lessee has returned the Trailer and paid any required costs and fees, the Lessor will return the following amounts, or the remaining portions of these amounts, to the Lessee:
- a. any money received from an insurance claim or action that is not used to repair or replace the Trailer.

Additional Terms

26. Bethany Torres owner of Diaz Express LLC you are responsible for all repairs and insurance coverage on trailers any tickets or EZ-pass fines on the trailers are your responsibility. Hybrid Trux LLC is to be named additional Insured on all Insurance Policies. The trailer is valued at \$55,000.00.

Initials: _____

General Provisions

27. This Lease may not be assigned to a third party without the Lessor's prior written consent and approval.
28. This Lease will pass to the benefit of and be binding upon the Lessee's respective heirs, executors, administrators, successors and assigns.
29. This Lease may only be amended or modified by a written instrument executed by both parties to this Lease.
30. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by enforcing this Lease as a result of any default by the Lessee, will be added to the amount then outstanding and will immediately be paid by the Lessee.
31. The clauses and paragraphs contained in this Lease are intended to be read and construed independently of each other. If any part of this Lease is held to be invalid, this invalidity will not affect the operation of any other part of this Lease.
32. If there is a conflict between any provision of this Lease and any form of lease prescribed by applicable legislation of Pennsylvania (the "Act"), that prescribed form from the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by the Act are incorporated into this Lease.
33. Headings are inserted for the convenience of the parties to this Lease only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
34. This Lease constitutes the entire agreement between the parties to this Lease and there are no further items or provisions, either oral or otherwise.
35. The Lessee is entitled to a complete copy of this Lease. This Lease should not be signed until all terms have been set out and the Lessee has read it entirely.
36. This Lease will be governed by the laws of Pennsylvania.

IN WITNESS WHEREOF the Parties have executed this Lease on March 15, 2024.

Initials: _____

Hybrid Trux LLC

Per: _____ (Seal)

Bethany Torres owner of Diaz Express LLC

Per: _____ (Seal)

Initials: _____

NOTICE TO THE LESSEE:

- (1) This is a lease. You are not buying the motor vehicle previously described;
- (2) Do not sign this Lease before you read it or if it contains any blank spaces to be filled in;
- (3) You are entitled to a completely filled in copy of this Lease when you sign it;
- (4) Warning -- unless a charge is included in this Lease for public liability or property damage insurance, payment for that coverage is not provided by this Lease.

| | |
|---|--------------------|
| I do hereby acknowledge receipt of a completed and signed copy of this Lease. | _____ |
| | Lessee Initials |
| I do hereby acknowledge receipt of a completed and signed copy of this Lease. | _____ |
| | Lessor Initials |

Initials: _____

Initials: _____

From: [Beth T](#)
To: [WHStranporters](#)
Subject: Re: Trailer Leasing Agreement Diaz Express
Date: Tuesday, October 14, 2025 10:36:55 PM
Attachments: [image008.png](#)
[image003.png](#)
[image004.png](#)
[image007.png](#)
[image001.png](#)
[image005.png](#)
[image006.png](#)
[image002.png](#)

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  Date 10/14/2025
Print Name Bethany Torres Title Owner

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

On Tue, Oct 14, 2025 at 2:18 PM WHTransporters <WHTransporters@delaware.gov> wrote:

Hello Ms. Torres, I need the following items still:

- **Section 16-** Please sign and date the application. I need you to redo page 6 of the application; I have attached a copy for your reference.

Please provide the requested information via email.

Thank you,

DaQuan Davis



DaQuan L. Davis

Environmental Scientist

Division of Waste and Hazardous
Substances

 302-739-9403

 WHStranporters@delaware.gov

 [89 Kings Hwy SW, Dover, DE 19901](#)

 dnrec.delaware.gov



From: Bethany Torres [REDACTED]
Sent: Tuesday, October 14, 2025 12:18 PM
To: WHStranporters <WHStranporters@delaware.gov>
Subject: Trailer Leasing Agreement Diaz Express