

RECEIPT

DATE

8/27, 26

No.

735883

RECEIVED FROM

Richard S. Burns & Company, Inc.

\$1,550.~~00~~~~xx~~

One-thousand-Five hundred-and-fifty dollars and no cents DOLLARS

☐ FOR RENT☒ FOR

DE-SW-1552

ACCOUNT

PAYMENT

BAL. DUE

☐ CASH☒ CHECK☐ MONEY
ORDER☐ CREDIT
CARD

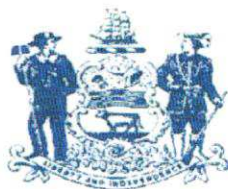
FROM

60305

TO

BY

EB



RECEIVED

AUG 27 2026

DNREG - WMS

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- 1552 Expiration Date 09-30-2026

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 Richard S. Burns and Company, Inc

Location Address:	Mailing Address:
4300 Rising Sun Avenue Philadelphia PA 19140	4300 Rising Sun Avenue Philadelphia PA 19140

Contact: Andrea Burns Title: Director

Business Phone: 215-324-6377 x208 Fax: 215-324-7710

E-mail: aeburns@burnscompany.net

24 hr Emergency Contact Phone: 215-888-4775

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: Pennsylvania Date: 21 December 1988
☐ 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 4b

(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) **8b** _____

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 9a _____
- ☐ 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 9b _____
- ☐ No transporter permits in other states

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

DOT# 36275 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 ☐	\$350,000.00 ☐
Commercial Waste	\$750,000.00 + MCS-90 ☐	\$350,000.00 ☐
Industrial Waste	\$750,000.00 + MCS-90 ☐	\$350,000.00 ☐
Dry Waste	\$750,000.00 + MCS-90 ☒	\$350,000.00 ☐
Ash	\$750,000.00 + MCS-90 ☐	\$350,000.00 ☐
Infectious Waste	\$1,000,000.00 + MCS-90 ☐	\$750,000.00 + MCS-90 ☐
Non-Hazardous Petroleum	\$750,000.00 + MCS-90 ☐	\$350,000.00 ☐
Contaminated Soils	\$1,000,000.00 + MCS-90 ☐	\$350,000.00 ☐
Asbestos	(For Hire & Private)	\$350,000.00 ☐
Scrap Tires Only	\$350,000.00 ☐	\$350,000.00 ☐

11. Spill Control and Safety

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

✓ Spill Control Plan: Attachment 11

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 12

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

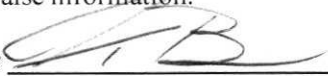
15. Environmental Record

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 8-24-20
Print Name Allen T. Burns Title President

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

Richard S. Burns and Company, Inc
2026 Vehicle List

Make	Type	Year	Vin ID	Plate Number	Gross	Owner	Burns Vehicle ID
Peterbuilt	tractor	2015			80,000	Richard S. Burns and Company, Inc	918
WSTR	Hook Lift	2016			50,800	Richard S. Burns and Company, Inc	919
WSTR	lugger	2016			50,800	Richard S. Burns and Company, Inc	920
WSTR	Hook Lift	2017			73,280	Richard S. Burns and Company, Inc	921
WSTR	Hook Lift	2017			73,280	Richard S. Burns and Company, Inc	922
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	923
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	924
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	925
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	926
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	927
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	928
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	929
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	930
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	931
WSTR	Hook Lift	2018			73,280	Richard S. Burns and Company, Inc	932
WSTR	Hook Lift	2020			73,280	Richard S. Burns and Company, Inc	933
WSTR	Hook Lift	2020			73,280	Richard S. Burns and Company, Inc	934
MACK	Hook Lift	2024			52,995	Richard S. Burns and Company, Inc	935
MACK	Hook Lift	2024			52,995	Richard S. Burns and Company, Inc	936
Kenworth	Box truck	2016			26,000	Richard S. Burns and Company, Inc	BT-1
Kenworth	Box truck	2017			26,000	Richard S. Burns and Company, Inc	BT-2
Kenworth	Box truck	2017			26,000	Richard S. Burns and Company, Inc	BT-3
Hino	Box truck	2020			33,000	Bently Truck Services, Inc.	BT-5
Mack	Box truck	2022			33,000	Richard S. Burns and Company, Inc	BT-6
Mack	Box truck	2022			33,000	Richard S. Burns and Company, Inc	BT-7
Hino XL8	Box Truck	2026			57,600	Richard S. Burns and Company, Inc	BT-8
Hino XL8	Box Truck	2026			57,600	Richard S. Burns and Company, Inc	BT-9

* Not tagged as of 8/19/2026

* Not tagged as of 8/19/2026

Corporate Officer List

Allen T. Burns, President, Vice President, Secretary, Treasurer



Percent Ownership: 66.66%

Richard S. Burns II



Percent Ownership: 33.33%

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WASTE MANAGEMENT

Permit
For
Solid Waste Disposal and/or Processing Facility
FORM NO. 8

Permit No. 101429
Date Issued May 27, 2025
Date Expired May 27, 2035

Under the provisions of the Pennsylvania Solid Waste Management Act of July 7, 1980, Act 97, a permit for a solid waste disposal and/or processing facility in the City of Philadelphia is granted to

(applicant) Richard S. Burns and Company, Inc.

(address) 4300 Rising Sun Avenue

Philadelphia, PA 19140

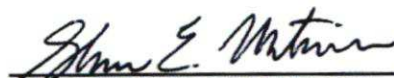
This permit is applicable to the facility named as Richard S Burns and Company Inc Transfer Station and described as:

Latitude - 40°, 00', 59"N

Longitude - 75°, 07', 49"W

This permit is subject to modification, amendment, and supplement by the Department of Environmental Protection (DEP) and is further subject to revocation or suspension by DEP for any violation of the applicable laws or the rules and regulations adopted thereunder, for failure to comply in whole or in part with the conditions of this permit and the provisions set forth in the application No. 101429 which is made a part hereof, or for causing any condition inimical to the public health, safety, or welfare.

See Attachment for waste limitations and/or Special Conditions.


FOR THE DEPARTMENT OF
ENVIRONMENTAL PROTECTION

THIS PERMIT IS NON - TRANSFERABLE

The following items apply to each vehicle on this Schedule A

SCHEDULE A # RB0619
SIDE 2

- 1 PHYSICAL DAMAGE: The party designated is responsible for loss and damage to each Vehicle under Paragraph 10 of the Agreement.

CUSTOMER

- 2 LIABILITY INSURANCE: The party designated is responsible for Liability Insurance for each Vehicle under Paragraph 10 of the Agreement.

CUSTOMER

- 3 SERVICES: The party designated below is responsible for each item below. Customer agrees to pay Lessor's cost during any one year for any item for which Lessor is responsible in excess of the amount shown below:

SERVICE	RESPONSIBLE PARTY	BENTLEY'S ANNUAL COST
Prepares Fuel Tax returns	N/A	
Files fuel tax return and pays fuel tax	N/A	
Obtains and pays for fuel permits	N/A	
Pays personal property or ad valorem tax	N/A	
Obtains and pays for base plate in state: DE	BENTLEY	\$782.00
States operated in: NJ, DE, PA		
Pays Federal Highway Use Tax	CUSTOMER	\$0.00
Pays for Vehicle Lettering (per term)	BENTLEY	\$200.00
Pays State Sales Tax		

- 4 WASHING: The party designated below is responsible for this:
ANNUAL WASHINGS IF BENTLEY PROVIDES

BENTLEY

12

- 5 FUEL AND DEF: Bentley will provide lease Vehicles topped off with Fuel and DEF (where applicable) upon delivery. Customer agrees to pay for initial fueling and fluids.

- 6 CPI-U INDEX: The base CPI-U Index for Vehicles on the Schedule A is: 256.092

- 7 ESTIMATED ANNUAL MILEAGE: If the actual Mileage for any Vehicle during any year exceeds by 10% the Estimated Annual Mileage, Column 9 on Page 1, Customer will be charged an excess mileage rate, for miles above the estimated mileage plus 10% of \$0.10 per Mile. Customer will not be due a credit for mileage below the annual mileage allowance and cannot carry forward any unused annual mileage allowance.

- 8 FIXED CHARGE (Col. 10) is based on certain factors as per the date of this Schedule A: Prime interest as charged by the major New York banks and the manufacturers' quoted prices. In the event that a change occurs, prior to the delivery date (Col. 2), the Fixed charge and the Depreciation (Col. 8) will be increased or decreased as per the following:

FACTOR	CHANGE (EACH)	FIXED CHARGE ADJUSTMENT		ORIG'L VALUE (Col. 7)	DEPREC. PER WEEK (Col. 8)
		Per Week	Per Month		
Prime Rate %	N/A	1/4 of 1%	*.003 of 1%		
of Orig Value (Col. 7)			** .013 of 1%		
Manufacturers Cost	\$50	\$0.30	\$1.30	\$50	\$0.15

*The change in the Fixed Charge per Week shall be equal to the Original Value (Col. 7) multiplied by the factor shown

**The change in the Fixed Charge per Month shall be equal to the Original Value (Col. 7) multiplied by the factor shown

This schedule was executed by the parties as of the date written at the top of Side 1.

CUSTOMER Richard S Burns & Co Inc
Signature: [Signature]
Name: Allen T Burns
Title: President
Date: 6-28-19

BENTLEY TRUCK SERVICES, INC.
Signature: [Signature]
Name: Fred Bentley
Title: President
Date: 7/23/19

SCHEDULE A REV 913 CPI

Monthly Depreciation which has accrued for such Vehicle in accordance with Schedule A. Additionally, Customer agrees to pay Bentley Truck Services, Inc. for the amount of any unexpired licenses, applicable taxes, including but not limited to US and Canadian personal property taxes and federal highway use taxes, and other prepaid expenses previously paid by Bentley Truck Services, Inc. for the Vehicles prorated to the date of sale and Customer will be responsible for any sales or use tax arising from the purchase. Customer will have no obligation or right to purchase any Vehicle as to which the Term In Months on Schedule A has expired.

XIII. WARRANTIES: BENTLEY TRUCK SERVICES, INC. MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY VEHICLE OR ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NO DEFECT IN, OR UNFITNESS OF, ANY VEHICLE WILL RELIEVE CUSTOMER OF THE OBLIGATION TO PAY RENT OR MAKE ANY OTHER PAYMENTS REQUIRED HEREUNDER OR OF ANY OTHER OBLIGATION HEREUNDER.

XIV. ASSIGNMENT OF AGREEMENT:

A. This Agreement shall be binding on the parties hereto, their successors, legal representatives and assigns. Customer shall promptly notify Bentley Truck Services, Inc. in writing prior to all substantial changes in ownership or any material disposition to the assets of Customer's business. Customer does not have the right to sublease or transfer any of the Vehicles, nor to assign this Agreement or any interest therein without the prior written consent of Bentley Truck Services, Inc..

B. Bentley Truck Services, Inc. shall have the right to assign its interest in this Agreement to one or more financing institutions. It is hereby agreed that the rights of the Customer are subject to and subordinate to any lien given by Bentley Truck Services, Inc.. Assignment of this Agreement shall not release Customer from any of its obligations hereunder, and such assignee shall be entitled to all rights of Bentley Truck Services, Inc.. Notwithstanding such assignment, Customer shall continue to look to Bentley Truck Services, Inc. for the performance of its obligations hereunder, and in no event shall the assignee become liable or responsible to perform any of the obligations imposed upon Bentley Truck Services, Inc. by this Agreement. Customer agrees to make any or all payments due under this Agreement directly to such assignee, if so notified in writing by such assignee.

XV. FORCE MAJEURE: Bentley Truck Services, Inc. shall incur no liability to Customer for failure to supply any Vehicle, provide a substitute vehicle, repair any disabled Vehicle, or provide fuel for Vehicles, if prevented by a national emergency, wars, riots, fires, labor disputes, Federal, State, or Local laws, rules, regulations, shortages (local or national), or fuel allocation programs, or any other cause beyond Bentley Truck Services, Inc.'s control whether existing now or hereafter. Notwithstanding Bentley Truck Services, Inc.'s inability to perform under such conditions, Customer's obligations hereunder shall continue.

XVI. CONFLICT WITH APPLICABLE LAW; GOVERNING LAW: For the sole purpose of resolving any conflict of laws in connection with the filing or recording hereof, it is agreed that this Agreement shall be deemed to be executed in the state, province and city where the Vehicles are to be domiciled, and that questions of filing or recording shall be determined by the law of such place. In all other respects, and except as provided for herein, this Agreement shall be governed by the laws of the State of PA. This Agreement shall be binding upon Bentley Truck Services, Inc. and Customer and their respective legal representatives, successors and assigns to the extent that this Agreement is assignable.

XVII. NOTICES: All notices provided for herein shall be in writing and mailed to an officer of Bentley Truck Services, Inc. and Customer at their respective addresses set forth above or at such other addresses designated in writing by either party, by registered or certified mail.

XVIII. ENTIRE AGREEMENT; SAVINGS CLAUSE: This Agreement shall not be binding upon Bentley Truck Services, Inc. until executed by its President or other duly authorized officer and shall constitute the entire Agreement and understanding between the parties concerning the Vehicles, notwithstanding any previous writings or oral undertakings, and its terms shall not hereafter be altered by any oral agreement or informal writing, nor by failure to insist upon performance, or failure to exercise any right or privilege. Alterations, additions, or changes to this Agreement shall be accomplished only by written endorsement hereon, or amendment hereto, or additional Schedules made a part hereof duly executed by both parties. This Agreement is intended for general use throughout North America and in the event that any one of the terms or provisions hereof are in conflict with any statute or rule of law in any state, province or place wherein it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions thereof, and no such prohibition or unenforceability in any jurisdiction shall invalidate such provisions in any other jurisdiction.

XIX. ATTORNEY FEES AND COSTS: Customer shall pay Bentley Truck Services, Inc. any and all costs and expenses incurred by Bentley Truck Services, Inc. to protect its interest and/or to enforce any term or provision of this Agreement including, but not limited to, reasonable attorney fees and court costs.

XX. FINANCIAL STATEMENTS: Customer shall furnish Bentley Truck Services, Inc. with annual financial statements throughout the term of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed the day and year first above written.

Richard S. Burns & Co. Inc.

(Customer)

Allen T. Burns, President

(Name & Title)

By

(Signature)

Witness

Bentley Truck Services, Inc.

Fred Bentley, President

(Name & Title)

By

(Signature)

Witness

Schedule A. Customer agrees to furnish Bentley Truck Services, Inc. with evidence of physical damage insurance coverage reasonably acceptable to Bentley Truck Services, Inc. with Bentley Truck Services, Inc. endorsed as a loss payee and named insured.

C. In the event of a partial loss, Customer or Customer's insurer will continue to pay ongoing lease charges during the period repairs are being completed. In addition, Customer shall reimburse Bentley Truck Services, Inc. for repair costs within thirty (30) days after repair costs are completed, regardless of the status of insurance.

D. Customer will notify Bentley Truck Services, Inc. immediately of the theft of, or loss or damage to, any Vehicle, and in the case of physical damage, Bentley Truck Services, Inc. will determine if the Vehicle is road-worthy and may continue in operation. All repairs will be conducted at a shop satisfactory to Bentley Truck Services, Inc..

E. In the event of theft or total loss of any Vehicle and provided Customer has paid all amounts due under the Agreement, Bentley Truck Services, Inc., at its option, will within 30 days (1) terminate the Agreement as to such Vehicle; or (2) provide a replacement Vehicle for the remainder of the Term in Months subject to all terms and conditions.

F. VEHICLE CONTENTS: Bentley Truck Services, Inc. will not be liable for loss of, or damage to, any goods, cargo or property ("Property") left in or upon any Vehicle at any time or place, including a garage or location operated by Bentley Truck Services, Inc. (whether or not said loss or damage was caused by or related to the negligence of Bentley Truck Services, Inc., its agents, servants or employees) of the Agreement.

G. FAILURE TO PROVIDE INSURANCE: In the event that Customer fails to provide and maintain the required insurance coverage or fails to furnish Bentley Truck Services, Inc. with required evidence of insurance, Bentley Truck Services, Inc. is authorized but not required to obtain such insurance on behalf of Customer and Customer agrees to pay Bentley Truck Services, Inc. for the cost of the insurance so obtained and alternately, Bentley Truck Services, Inc. may terminate the Agreement in accordance with the provisions of Article XII of this Agreement.

H. DEFENSE AND PROSECUTION OF CLAIMS: Customer and its agents and employees will reasonably cooperate with Bentley Truck Services, Inc. and any insurer in the report, investigation, prosecution or defense of claims or suits arising from the operation of the Vehicles and will promptly deliver to Bentley Truck Services, Inc. copies of all papers or notices served upon or delivered to Customer, its agents or employees and will otherwise comply with the notification requirements of Customer's insurance carrier. Without limiting the foregoing, Customer will notify Bentley Truck Services, Inc. immediately upon the occurrence of any accident involving a Vehicle and will cooperate in the post-accident steps required by Bentley Truck Services, Inc. to the negligence of

XI. INDEMNIFICATION:

CUSTOMER WILL INDEMNIFY AND DEFEND BENTLEY TRUCK SERVICES, INC. AND ITS AGENTS, SERVANTS AND EMPLOYEES AND HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS, SUITS, PROCEEDINGS, COSTS, LOSSES, EXPENSES, DAMAGES AND LIABILITIES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COURT COSTS, CLAIMED BY ANY PERSON, ORGANIZATION, ASSOCIATION OR OTHER ENTITY WITH RESPECT TO:

- A. ANY AND ALL INJURIES (INCLUDING DEATH) OR PROPERTY DAMAGE SUSTAINED BY SUCH PARTY AS A RESULT OF THE ACT OF CUSTOMER OR ANY DRIVER, AGENT, SERVANT OR EMPLOYEE OF CUSTOMER, AND**
- B. ANY LIABILITY IMPOSED UPON OR ASSUMED BY CUSTOMER UNDER ANY WORKERS' COMPENSATION ACT OR OTHER EMPLOYEE BENEFIT PLAN OR CONTRACT WHATSOEVER; AND**
- C. ANY CLAIM BASED UPON CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT; AND**
- D. ANY CLAIM RELATING TO THE VEHICLES, OR ANY ACCESSORIES OR EQUIPMENT FURNISHED TO CUSTOMER OR THE CARE, CUSTODY OR OPERATION OF THE VEHICLES; AND**
- E. ANY DAMAGES CAUSED BY CUSTOMER'S TRANSPORTATION OR HANDLING OF ANY HAZARDOUS OR TOXIC MATERIALS OR SUBSTANCES.**

ANY INDEMNITY UNDER THIS ARTICLE SHALL APPLY WHETHER OR NOT COVERED BY REQUIRED INSURANCE AND/OR IN EXCESS OF THE REQUIRED LIMITS.

XII. TERMINATION:

A. Either party may terminate this Agreement as respects any Vehicle prior to expiration of its Term in Months on any anniversary date of its Date in Service indicated on the Schedule A by giving to the other party at least 90 days prior written notice. If Bentley Truck Services, Inc. effects termination, Customer will have the right, but not the obligation, to purchase in accordance with Article XII, Subarticle D, any or all Vehicles with respect to which termination notice has been given on the termination date. If Customer effects termination, Customer will, at Bentley Truck Services, Inc.'s option, purchase all Vehicles with respect to which termination notice has been given on the termination date, in accordance with this Article XII, Subarticle D.

B. In the event Customer becomes insolvent, files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated bankrupt, permits a receiver to be appointed for its business, or permits or suffers a material disposition of its assets, this Agreement will terminate at the election of Bentley Truck Services, Inc.. Additionally, upon written notice sent to Customer, Bentley Truck Services, Inc. may, at its option, demand that Customer purchase the Vehicles within 10 days of such termination with a purchase price in accordance with Article XII, Subarticle D.

C. BREACH OR DEFAULT

1. If Customer breaches or is in default of any provision of this Agreement and that breach or default is not cured within 7 days after written notice has been mailed to Customer, Bentley Truck Services, Inc. may immediately, without further notice or demand, take possession of the Vehicles. If Customer fails to provide insurance in accordance with Article X, Subarticle A or B, Bentley Truck Services, Inc. may immediately take possession of the Vehicles. Bentley Truck Services, Inc. will be entitled to enter upon any premises where the Vehicles may be and remove them and refuse to re-deliver them to Customer until such breach or default is cured without any of such actions being deemed an act of termination and without prejudice to the other remedies Bentley Truck Services, Inc. may have under this Agreement and at law. Customer will continue to be liable for all charges accruing during the period the Vehicles are retained by Bentley Truck Services, Inc..
2. In the event Bentley Truck Services, Inc. takes possession of any Vehicle and there is any property in or upon the Vehicle which belongs to or is in the custody or control of Customer, Bentley Truck Services, Inc. may take possession of such items and either hold them for Customer until Customer claims them or place them in public storage for Customer at Customer's expense.
3. If Customer's breach or default continues for 7 days after written notice has been mailed to Customer, Bentley Truck Services, Inc. may terminate the Agreement. Upon termination, Bentley Truck Services, Inc. may demand that Customer purchase, within 10 days, any or all Vehicles with a purchase price

in accordance with Article XII Subarticle D without prejudice to other remedies Bentley Truck Services, Inc. may have under this Agreement and at law. 4. Customer agrees to pay Bentley Truck Services, Inc. all Bentley Truck Services, Inc.'s costs and expenses, including reasonable attorney's fees, incurred in collecting amounts due from Customer or in enforcing any rights of Bentley Truck Services, Inc. hereunder. D. PURCHASE PRICE: In the event Customer (pursuant to Article XII Subarticle A) shall choose to purchase or be required to purchase any Vehicle, or should Bentley Truck Services, Inc. (pursuant to Article XII Subarticle B or XII Subarticle C) demand of Customer that it purchase any Vehicle, Customer agrees to purchase each such Vehicle for cash within the time provided for in this Agreement for its Original Value as shown on Schedule A, less the total

VI. SUBSTITUTION:

A. Bentley Truck Services, Inc. agrees to furnish a substitute vehicle at no extra charge for any Vehicle which may be temporarily inoperable because of mechanical failure; the substitute to be as nearly as practicable the same size and appearance as the Vehicle, except that no special painting, lettering or other alterations need be made on the substitute vehicle. The substitute vehicle will be furnished to Customer whenever possible at the place at which the Vehicle was disabled and shall be returned by Customer to Bentley Truck Services, Inc. at the Bentley Truck Services, Inc. facility from which it was provided.

B. A substitute vehicle, while in Customer's service, shall be subject to all the terms and conditions of this Agreement. Bentley Truck Services, Inc.'s failure to furnish a substitute vehicle within a reasonable time, where it is obligated hereunder to do so, shall cause the charges applicable to the inoperable Vehicle to abate until the Vehicle is returned to Customer's service or until a substitute is tendered to Customer. Bentley Truck Services, Inc.'s liability in the event of such a failure shall be limited to the abatement of the charges for the inoperable Vehicle.

C. Bentley Truck Services, Inc. shall have no obligation to furnish a substitute vehicle if the inoperable Vehicle is out of service for ordinary maintenance and service time, or is out of service because of damage resulting from collision or upset, or is specialized, or carries a truck body not owned by Bentley Truck Services, Inc., or has accessories for which Bentley Truck Services, Inc. is not responsible, or is of a type Bentley Truck Services, Inc. does not have in its rental fleet. In those circumstances, Bentley Truck Services, Inc. will, at the request of Customer, rent Customer a replacement vehicle, if available from Bentley Truck Services, Inc.'s rental fleet, at a rental rate equal to the charges applicable to the inoperable Vehicle. Irrespective of whether or not Customer rents a vehicle from Bentley Truck Services, Inc. while a Vehicle is out of service under this Subarticle, the charges applicable to the out of service Vehicle shall not abate.

VII. DRIVERS:

A. Customer agrees that each Vehicle will be operated by a safe, careful, and properly licensed driver, who is the employee or agent of Customer, subject to Customer's exclusive direction and control and who operates the Vehicle lawfully.

B. Customer shall at its own expense keep records as to the daily mileage and trip times of each driver and Vehicle and shall make these records available to Bentley Truck Services, Inc..

C. Drivers will complete a Vehicle Condition Report daily as required by the U.S. Department of Transportation before and after each trip. These records will be made reasonably available to Bentley Truck Services, Inc.. Any defects in Vehicle operation or condition will be reported to Bentley Truck Services, Inc. by telephone as soon as practical.

D. Customer agrees that the Vehicles will not be operated in a reckless or abusive manner, or off an improved road or on a flat tire, or improperly loaded, or loaded beyond the manufacturer's recommended maximum gross weight shown on Schedule A, or mired.

E. Customer will instruct drivers to check engine oil and coolants levels daily and add engine oil and coolant as necessary.

F. Customer agrees to reimburse Bentley Truck Services, Inc. in full for damage to any Vehicle, including expenses and towing, resulting from a violation of this Article.

G. Bentley Truck Services, Inc. agrees, at Customer's request, to assist Customer in developing a driver education and safety program.

VIII. CHARGES:

A. Customer agrees to pay Bentley Truck Services, Inc. the Monthly Fixed Charge, as stated on Schedule A, in advance and each payment in advance thereafter, for each Vehicle upon receipt of Bentley Truck Services, Inc.'s invoice for same and to pay all other charges, specifically including but not limited to all fuel charges, the Mileage Rate Per Mile provided for under this Agreement, and any additional charges owed to Bentley Truck Services, Inc., within 10 days of the date of Bentley Truck Services, Inc.'s invoice without deduction or set-off.

B. Mileage shall be determined from odometer readings. If the odometer fails to function, which failure Customer shall immediately report to Bentley Truck Services, Inc. in writing, the mileage for the period in which the failure existed may be determined at Bentley Truck Services, Inc.'s option from (1) Customer's trip records, or (2) from the amount of fuel consumed and the miles per gallon record of Bentley Truck Services, Inc.'s averaged for the previous 30 days. Reefer hours and Auxiliary Power Unit ("APU") hours shall be determined from hour meters.

C. Bentley Truck Services, Inc. shall add an amount equal to one and one-half percent (1-1/2%) or the maximum legally permissible amount to any invoice that remains unpaid for more than thirty (30) days after the date of that invoice. Like charges may be made for each subsequent thirty day period that such invoice remains unpaid.

IX. ADJUSTMENTS:

A. The parties recognize that the charges provided for in this Agreement are based on Bentley Truck Services, Inc.'s current cost of labor, parts and supplies. The cost of Bentley Truck Services, Inc.'s operation may fluctuate after the date of execution of this Agreement. Customer agrees that for each rise of 1% in the Consumer Price Index ("Index"), as published by the U.S. Bureau of Labor Statistics (for All Urban Consumers for the United States) using a 1982 base year, (1986 base year for Canadian CPI as published by Statistics Canada) above the base index figure ("CPI") listed on Schedule A hereto, the Monthly Fixed Charge and the Mileage Rate Per Mile for each Vehicle shall be adjusted upward on trucks, tractors, trailers, refrigeration equipment and APU's in an amount equal to 1% of one-half of the Monthly Fixed Charge, 1% of the Mileage Rate Per Mile, 1% of the reefer charge and 1% of the APU charge.

B. Any and all subsequent adjustments for Vehicles shall be based on the charges stated on Schedule A. Adjustments in charges shall be effective on the first day of each calendar year period and will be based on the latest Index which has been published prior to such effective date. In the event the Index should be discontinued, another cost adjustment index to adjust charges shall be selected by Bentley Truck Services, Inc. based upon data published by an agency of the U.S. Government or local government or by a financial periodical or authority. Adjustments to the Monthly Fixed Charge shall be rounded to the nearest whole cent and each adjustment to the Mileage Rate Per Mile shall be rounded to the nearest 1/10 cent.

C. Customer agrees to pay for (1) any sales or use tax now or hereafter imposed upon the use of the Vehicle or on the rental or other charges accruing hereunder, (2) any increase in license or registration fees, including federal highway use tax, Vehicle inspection fees, and personal property tax rates, or (3) any new or additional tax or governmental fees, adopted after the date of the execution of the applicable Schedule A by Customer, upon the fuel provided by Bentley Truck Services, Inc.

X. INSURANCE:

A. **LIABILITY COVERAGE:** Customer agrees, at its own expense, to provide and maintain, at all times during the term of the Agreement, Auto Liability insurance covering the Vehicles (including all substitute vehicles, extra vehicles and rental vehicles) with a combined single limit of not less than \$1,000,000 US Dollars (unless different limits are specified on the attached Schedule A) for bodily injury and property damage resulting from any one accident. Such insurance shall be with an insurance carrier satisfactory to Bentley Truck Services, Inc. which names and endorses Bentley Truck Services, Inc. and (if different) the Vehicle Owner as specified on Schedule A, by endorsement to the policy or policies, as an additional insured.

B. **PHYSICAL DAMAGE COVERAGE:** Customer will be responsible and pay for all loss (including theft) or damage to any Vehicle or substitute vehicle, including related expenses arising from any cause and regardless of how, including Bentley Truck Services, Inc.'s negligence, or where, including Bentley Truck Services, Inc.'s premises, the loss or damage occurred. Customer's liability for any Vehicle will not exceed the Schedule A Depreciated Value of a Vehicle as defined in Article XII of the Agreement for leased Vehicles and fair market value for substitute, replacement or other additional Vehicles not listed on the



Vehicle Lease and Service Agreement

June 28, 2019

This Vehicle Lease and Service Agreement ("Agreement") made on the date first above mentioned, is between "Bentley Truck Services, Inc." with its principal address at 307 Heron Drive Logan Township, NJ 08085 and Richard S. Burns & Co. Inc. hereinafter called "Customer", with its principal address at 4300 Rising Sun Ave, Philadelphia, PA 19140 **WITNESSETH**

I. VEHICLES COVERED AND TERM:

A. Bentley Truck Services, Inc. does hereby lease to Customer and Customer does hereby lease from Bentley Truck Services, Inc., the vehicle or vehicles described in Schedule(s) A (hereinafter, collectively, "Vehicles" or "Vehicle"), attached hereto and from time to time hereafter executed and made part of this Agreement. Execution of a Schedule A shall constitute Customer's authorization to Bentley Truck Services, Inc. to acquire the Vehicles. The term of this Agreement shall commence with respect to each Vehicle on the date the Vehicle is tendered by Bentley Truck Services, Inc. to Customer, or 48 hours after the date Bentley Truck Services, Inc. notifies Customer that the Vehicle is available for delivery, whichever occurs first ("Date in Service"), and shall continue for the Term in Months specified on Schedule A unless terminated earlier as provided for hereinafter.

B. Acceptance of Vehicles in service constitutes Customer's acknowledgement of compliance with Customer's specifications. Customer agrees to pay for any structural alterations (not to be made without Bentley Truck Services, Inc.'s prior written consent), special equipment, or material alteration in painting, lettering or artwork thereafter required by Customer. In the event that, subsequent to the date of execution of this Agreement by Bentley Truck Services, Inc., any Federal, State or local law, ordinance or regulation requires the installation of any additional equipment, Customer will be responsible for all costs including installation expenses.

C. Where a Vehicle is operated by Customer with a trailer or other equipment not included on a Schedule A, or not maintained by Bentley Truck Services, Inc. under a separate agreement, Customer agrees that such trailer and/or equipment will be in good operating condition.

D. **END OF TERM:** If Vehicles are not terminated earlier pursuant to the terms of this Agreement, Customer shall turn in a Vehicle at the end of its "Term in Months" to the Bentley Truck Services, Inc. Service Facility as designated on the applicable Schedule A.

II. OPERATIONS OF VEHICLE:

A. The Vehicles will be used and operated by Customer only in the normal and ordinary course of Customer's business and not in violation of any laws or regulations (including legal weight and size limits).

III. MAINTENANCE AND REPAIRS TO VEHICLES:

A. Bentley Truck Services, Inc. agrees to provide from its Bentley Truck Services, Inc. Service Facilities and at its cost: (1) oil, lubricants, tires, and all other operating supplies and accessories necessary for the proper and efficient operation of the Vehicles; (2) maintenance and repairs including all labor and parts which may be required to keep the Vehicles in good operating condition; (3) painting and lettering at the time the Vehicles are placed into service as specified on Schedule A; (4) washing of the Vehicles the number of times specified on Schedule A; and (5) road service due to mechanical and tire failure.

B. Customer shall report any and all faulty operations or other trouble with respect to any and all Vehicles no later than the date of occurrence in writing on forms provided by Bentley Truck Services, Inc. according to DOT regulations. Except and until so reported, it shall be presumed that said Vehicles are in good repair. Customer further agrees not to cause or permit any person other than Bentley Truck Services, Inc. or persons expressly authorized by Bentley Truck Services, Inc. to make repairs or adjustments to Vehicles.

C. Customer agrees to return each Vehicle to Bentley Truck Services, Inc. for service and maintenance at the Bentley Truck Services, Inc. Service Facility stated on Schedule A for a minimum of 8 hours each month during Bentley Truck Services, Inc.'s normal business hours.

IV. FUEL AND FUEL TAX REPORTING:

A. Customer is responsible for determining that adequate and appropriate fuel has been obtained for the intended operation of the Vehicles and refrigeration units.

B. **FUEL:** (1) Bentley Truck Services, Inc. will provide fuel for Vehicles from its own or other designated facilities. The charge for fuel will vary over time and be billed to Customer in addition to the other charges provided for on the applicable Schedule A. (2) If Customer purchases fuel from sources other than Bentley Truck Services, Inc., Customer will be responsible for the charges for all such fuel.

C. **FUEL TAX PERMITTING AND REPORTING:** If designated on Schedule A, and if permitted by law, Bentley Truck Services, Inc. will provide fuel tax permits, and prepare and file fuel tax returns for the Vehicles shown on Schedule A. Customer agrees to provide Bentley Truck Services, Inc. with the documentation necessary for the filing and reporting of any such fuel tax reporting services, including but not limited to trip records, fuel invoices and other records and Bentley Truck Services, Inc. agrees to pay all fuel tax returns and taxes on Customer's purchases and consumption of fuel. Customer agrees to reimburse Bentley Truck Services, Inc. for (1) any taxes owed to the respective states for imbalance of fuel purchased in states other than the states where fuel was consumed and (2) the amount of any additional charge, assessment tax or penalty, or credit disallowed, as a result of untimely or improper furnishing of necessary documents. If Customer is designated on Schedule A to prepare and file fuel tax returns, Customer shall indemnify and hold Bentley Truck Services, Inc. harmless from and against any claims or loss resulting from Customer's failure to pay any fuel taxes.

V. LEGALIZATION:

A. Bentley Truck Services, Inc. agrees to pay for the state motor vehicle license for the Licensed Weight shown on Schedule A, personal property taxes and vehicle inspection fees for each Vehicle in the state of domicile, and Federal Highway Use Tax, all at the rates and method of assessment in effect on the date as shown on Schedule A. Customer will be responsible for any increases or changes in assessment of these items thereafter.

B. Upon written request or where designated on Schedule A, and where legal, Bentley Truck Services, Inc. will apply for Vehicle licenses and prorate or state reciprocity plates at Customer's request and cost.

C. Customer agrees to pay for any special license or pay any taxes resulting from the operation and use of the Vehicles including mileage taxes, ton mileage taxes, highway or bridge tolls. Bentley Truck Services, Inc. shall have the right to settle any claim or lien involving any Vehicle as a result of

Customer's failure to pay any such taxes and Customer will immediately reimburse Bentley Truck Services, Inc.

05/01/2026

ACORD

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 150 S. Warner Road, Suite 460 King Of Prussia, PA 19406	CONTACT NAME: Nick Karwoski PHONE (A/C, No, Ext): 610 233-4818 E-MAIL ADDRESS: Nicholas.Karwoski@marshmma.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Richard S. Burns & Co. Inc. 4300 Rising Sun Ave Philadelphia, PA 19140-2720	INSURER A: Crum and Forster Specialty Insurance Co	NAIC # 44520
	INSURER B: Lloyd's of London Syndicate #4711/2987	1120090
	INSURER C: Arch Insurance Company	11150
	INSURER D: AXIS Surplus Insurance Company	26620
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PP Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		EPK152899	05/01/2026	05/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		ZACAT9298003	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☒ CLAIMS-MADE DED ☒ RETENTION \$0		SCX1820626	05/01/2026	05/01/2027	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	ZAWCI9755503	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution		EPK152899	05/01/2026	05/01/2027	5,000,000 Per Poll Cond
D	Excess Liab.		P00100198650501	05/01/2026	05/01/2027	3,000,000 Agg Auto not incl. in \$3M

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

CERTIFICATE HOLDER

CANCELLATION

Department of Natural Resources
 & Environmental Control
 Compliance & Permitting Section
 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

Kimberly Rahm

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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



WHStranporters

From: Andrea Burns <AEBurns@burnscompany.net>
Sent: Friday, September 11, 2026 2:18 PM
To: WHStranporters
Subject: RE: Delaware Solid Waste Transporter Permit - See attached
Attachments: Benttley Lease 2019.pdf; DENREC COI 2026-27.pdf

From: WHStranporters <WHStranporters@delaware.gov>
Sent: Thursday, September 10, 2026 2:58 PM
To: Andrea Burns <AEBurns@burnscompany.net>
Subject: Delaware Solid Waste Transporter Permit

Hello,

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 10**-Provide an updated Certificate of Insurance and add the Department of Natural Resources and Environmental Control address in the Certificate Holder section the address is 89 Kings HWY, Dover, DE 19901.
- **Section 13**- Provide the vehicle lease agreement with Bentley Truck Services Inc.

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

Thank you,

DaQuan Davis

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

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

DEFINITION AS USED IN THIS ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

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

(continued on next page)

USDOT Number: _____ Date Received: _____

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



United States Department of Transportation
Federal Motor Carrier Safety Administration

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

FORM MCS-90

Issued to RICHARD S. BURNS & CO. INC. of PENNSYLVANIA
(Motor Carrier name) (Motor Carrier state or province)

Dated at 12:00 NOON on this 14 day of 04, 2026

Amending Policy Number: ZACAT9298003 Effective Date: 05-01-2026

Name of Insurance Company: ARCH INSURANCE COMPANY

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: 651-855-7100.

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

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

(continued on next page)

Client#: 2298980

151RICHASBU

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/01/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a MMA LLC Company 150 S. Warner Road, Suite 460 King Of Prussia, PA 19406		CONTACT NAME: Nick Karwoski PHONE (A/C, No, Ext): 610 233-4818 E-MAIL ADDRESS: Nicholas.Karwoski@marshmma.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Crum and Forster Specialty Insurance Co	
		INSURER B: Lloyd's of London Syndicate #4711/2987	
		INSURER C: Arch Insurance Company	
		INSURER D: AXIS Surplus Insurance Company	
		INSURER E:	
		INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER			EPK152899	05/01/2026	05/01/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZACAT9298003	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ EXCESS LIAB OCCUR CLAIMS-MADE DED ☒ RETENTION \$0			SCX1820626	05/01/2026	05/01/2027	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
C	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	ZAWCI9755503	05/01/2026	05/01/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution			EPK152899	05/01/2026	05/01/2027	5,000,000 Per Poll Cond
D	Excess Liab.			P00100198650501	05/01/2026	05/01/2027	3,000,000 Agg Auto not incl. in \$3M

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

CERTIFICATE HOLDER Richard S. Burns & Co. Inc 4300 Rising Sun Ave Philadelphia, PA 19140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kimberly Rahman</i>
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Richard S. Burns and Company, Inc.
Operator List

[illegible]

Driver Training Plan

- (1) Persons hired to operate a motor vehicle by Richard S. Burns and Company, Inc. will have the basic skills and credentials necessary to perform this function as confirmed through the driver selection process.
- (2) Also, depending on the severity of the conviction, the employee's driving privileges may be revoked and/or may result in termination of employment.
- (3) New employees, contractor(s) and temporary hires will receive a copy of this program as part of their initial orientation. A formal orientation program is established to assure all drivers are presented with the company policy, understand their responsibilities and are familiarized with their vehicle. Areas that must be addressed, with the driver, include:
 - a. Understand, review and provided a copy of the Fleet Safety Program
 - b. Understand and sign the Vehicle Assignment Agreement
 - c. Review individual Motor Vehicle Report (MVR)
 - d. Understand accident reporting & emergency procedures.
 - e. Review operation and controls of the vehicle assigned.
 - f. Use the Vehicle Inspection Form to inspect the vehicle.

A COPY OF THIS PROGRAM WILL BE KEPT IN THE VEHICLE

(4) License Suspension:

Drivers must notify the Vehicle Safety Coordinator, Mark Wright, if their license is suspended or revoked.

(5) Remedial Training:

Drivers may be required to attend a safe driving school (National Safety Council Defensive Driving course of equivalent) or an alcohol/drug abuse program on their own time and at their own expense if a review of the drivers MVR indicates:

- a. One or more violations convictions within a one-year period, or
- b. A conviction for driving while under the influence of alcohol or drugs.

Also, depending on the severity of the conviction, the employee's driving privileges may be revoked and/or may result in termination of employment.



Spill Control Plan

- (1) Spill control and safety equipment carried in each vehicle:
 - a. Reflectors and/or flares
 - b. Fire extinguisher
 - c. First aid kit
 - d. Heavy-duty gloves, hard hat
 - e. Flashlight
 - f. Safety Vest
- (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:
 - a. Check all vehicle fluids, lights and tarps
 - b. Check all tires
 - c. Check all supplies
- (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: Allen Burns	Phone: (215) 852-4152
Name: Andrea Burns	Phone: (215) 888-4775
- (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:
 - a. **Delaware: 911, (302) 739-9401 or 1-800-622-8802**
 - b. **New Jersey: 911**
 - c. **Pennsylvania: 911**
- (6) The designated coordinator will contract for clean-up services with another company.
- (7) This plan will be carried in all vehicles, along with the permit.



New Jersey Department of Environmental Protection
Vehicle Registration Unit
9 Ewing Street, Mail Code 09-01, PO Box 420
Trenton, NJ 08625-0420
(609) 292-7081 LRU@dep.nj.gov

LICENSED SOLID WASTE
NJDEP Registered Transporter:

RICHARD S BURNS & CO INC
4300 RISING SUN AVE,
PHILADELPHIA, PA 19140

NJDEP Transporter Vehicle Registration Card

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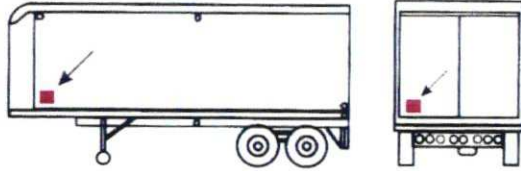
Expiration Date: **06/30/2027**
Decal Number: **SWL-27-019429**
Vin ID#: [REDACTED]
License Plate #: [REDACTED]
Vehicle Type: **Cab**
Vehicle leased?: **N**
If Yes, lessor's name:

NJDEP Registered Transporter:
RICHARD S BURNS & CO INC
NJDEP #: **19955**

This card must be carried in the cab of the vehicle at all times.
This registration card & decal are valid for use only by the listed registrant.
Leased equipment can only be used to transport waste by the listed registrant.

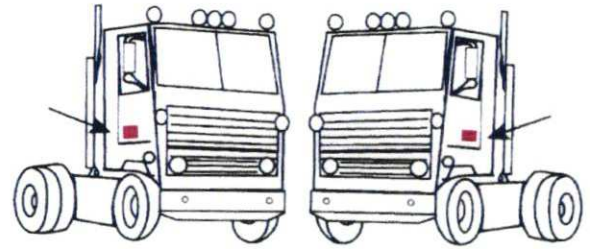
Waste Trailers

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.



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

Trucks and Truck Tractors



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COMMONWEALTH OF PENNSYLVANIA
Waste Transportation Safety Program
Written Authorization

0320260261

Phone No. (215)-324-6377

BT-1

Expires Dec 2026

RICHARD S. BURNS AND CO., INC.
 ANDREA BURNS
 4300 RISING SUN AVE
 PHILADELPHIA, PA 19140-2720

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

If lost or damaged contact DEP immediately at 717-783-9258.

A replacement fee is required.

Duplication or Photocopies of this original documentation
 are not valid.

DOCUMENT SECURITY BACKGROUND IS PRINTED IN BLUE INK ON WHITE PAPER & INCLUDES PINK THERMO-INK KEYSTONE AT RIGHT

CAUTION! REMOVE STICKERS CAREFULLY.

Applied stickers take 24 hours to reach full tack



APPLICATION INSTRUCTIONS

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

