



# NON-HAZARDOUS LIQUID WASTE TRANSPORTERS PERMIT APPLICATION

Groundwater Discharges Section, Division of Water  
DE Department of Natural Resources and Environmental  
Control

89 Kings Highway, Dover DE 19901  
(302) 739-9948

1. Permit Number (For renewals only): DE-WH-094

## 2. Company Information

Company Name: J.R.'s Septic Service, Inc.

Telephone: 410-275-2647

Fax:

Address (street, city, state and zip code): 824 Glebe Rd., Earleville, Maryland, 21919

Company Email Address & Contact Name: cathyrehfuss@ymail.com, John Reh fuss

## 3. Owner/President Business Information

Name: John Reh fuss

Business Telephone: 4102752647

Business Address if different from above (street, city, state and zip code):

## 4. Vehicle(s) Information (Attach additional sheets if necessary to identify each vehicle used for transport.)

|   | Make | Model | Year | Vehicle Type<br>(Tank,<br>Trailer, Etc.) | License<br>Plate<br>Number | State of<br>Registration | Capacity<br>(gal) |
|---|------|-------|------|------------------------------------------|----------------------------|--------------------------|-------------------|
| 1 | Mack | MD7   | 2025 | tanker                                   | 465e04                     | Maryland                 | 2,000             |

\* Please submit a Certificate of Insurance for each vehicle listed demonstrating commercial automobile liability insurance with a combined single limit of at least \$100,000.

*Certificate of insurance uploaded: **DNREC CERTIFICATE OF INSURANCE.pdf***

## 5. Please Check Type(s) of Waste Being Transported and Provide the Information Requested in the Indicated Sections for Each Waste Type Checked

|      | ✓ | Waste Type                                 | Quantity Collected |
|------|---|--------------------------------------------|--------------------|
| i.   | ✓ | Septage                                    | 700,000 gal/yr     |
| ii.  |   | Holding Tank Waste                         | gal/yr             |
| iii. |   | Grease Trap Waste and/or Cooking Oil Waste | gal/yr             |
| iv.  |   | Portable Toilet Waste                      | gal/yr             |
| v.   |   | Municipal or Industrial Biosolids          | # wet tons/yr      |
| vi.  |   | Sludge From Package Treatment Plants       | # wet tons/yr      |
| vii. |   | Other Non-Hazardous Liquid Waste           | gal/yr             |

### Documents required for all new permit applications *and* renewals:

- Attach an Operation Plan detailing the following:
  - a spill reporting and clean-up plan,
  - plans for cleaning vehicles,
  - recordkeeping procedures and
  - days and hours of operation.
- Attach a list of all disposal facilities to be used. Include a copy of the permit/authorization letter from each disposal facility stating the company is currently authorized to discharge the requested waste stream (i.e. septage, holding tank waste, portable toilet waste, etc.) to the facility. Authorization documentation is required for both new and renewal applications.

### **7 DelC §6023(d): No person shall haul, convey or transport any liquid waste in any container without a license issued by the Department.**

| Septage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Attach a list of all Class F Licensees currently working for the company.</p> <p>If there are no Class F licensees currently working for the company, please note according to Section 4.1.6 of the State of Delaware Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems, all individuals who will be responsible for removal, transportation or disposal of the solid and liquid contents of septic tanks, cesspools, grease traps, seepage pits, holding tanks, portable toilets or other wastewater treatment or disposal facilities must obtain a Class F license before pumping. In order for an individual to obtain a Class F license.</p> |
| <p>Class F Licenses uploaded: <i>John jr class f.jpg , John 3 class f.jpg</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

| Holding Tanks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Attach a list of all Class F Licensees currently working for the company.</p> <p>If there are no Class F licensees currently working for the company, please note according to Section 4.1.6 of the State of Delaware Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems, all individuals who will be responsible for removal, transportation or disposal of the solid and liquid contents of septic tanks, cesspools, grease traps, seepage pits, holding tanks, portable toilets or other wastewater treatment or disposal facilities must obtain a Class F license before pumping. In order for an individual to obtain a Class F license</p> |
| <p>Class F Licenses uploaded:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Grease Trap Waste and/or Cooking Oil Waste |
|--------------------------------------------|
|--------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Attach a list of all disposal facilities to be used.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2. Attach a list of all Class F Licensees currently working for the company.<br>If there are no Class F Licensees currently working for the company, please note according to Section 4.1.6 of the State of Delaware Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems, all individuals who will be responsible for removal, transportation or disposal of the solid and liquid contents of septic tanks, cesspools, grease traps, seepage pits, holding tanks, portable toilets or other wastewater treatment or disposal facilities must obtain a Class F license before pumping. For a Class F License application, please contact the Licensing Coordinator at 302-739-9948. |
| Grease Trap Waste Disposal Facilities to be used:<br>Class F Licenses Uploaded:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Portable Toilets</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 1. Attach a list of all Class F Licensees currently working for the company.<br>If there are no Class F Licensees currently working for the company, please note according to Section 4.1.6 of the State of Delaware Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems, all individuals who will be responsible for removal, transportation or disposal of the solid and liquid contents of septic tanks, cesspools, grease traps, seepage pits, holding tanks, portable toilets or other wastewater treatment or disposal facilities must obtain a Class F license before pumping. |
| Class F Licenses uploaded:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3. Quantity of portable toilets you own:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Municipal and Industrial Biosolids</b>                                                                                                                                                                                                                                                                                    |
| 1. Identify all Facilities the company will service by attaching a table listing the following:<br>Facility Name of Sludge Generator # Estimated Volume of Sludge to be Transported # Disposal Facility*<br>* If sludge is to be land applied, include the current Agricultural Utilization Permit Number for that facility. |
| Municipal and Industrial Biosolids <i>Disposal Facilities</i> :                                                                                                                                                                                                                                                              |
| 2. Provide transportation routes from all generating facilities to all applicable disposal facilities.                                                                                                                                                                                                                       |
| Municipal and Industrial Biosolids <i>Transportation Routes</i> :                                                                                                                                                                                                                                                            |
| 3. Indicate any treatment the sludge has undergone before transportation (for example anaerobic digestion, aerobic digestion, lime stabilization, composting, or dewatering).                                                                                                                                                |
| Sludge Treatment Description Upload:                                                                                                                                                                                                                                                                                         |

4. Provide results of a laboratory analysis of a representative sample of the sludge which was obtained not more than 6 months before submission of the application unless these results would be submitted as a part of the land application program. The analysis shall include, as a minimum, percent solids, pH, and the dry weight concentration of total nitrogen, ammonium, nitrate, total phosphorous, total potassium, cadmium, copper, mercury, nickel, lead, zinc, arsenic, selenium, and molybdenum.

Sludge From Package Treatment Plants Laboratory Analysis Uploaded:

#### Sludge From Package Treatment Plants

1. Identify all Facilities the company will service by attaching a table listing the following:  
Facility Name of Sludge Generator # Estimated Volume of Sludge to be Transported #  
Disposal Facility\*

\* If sludge is to be land applied, include the current Agricultural Utilization Permit Number for that facility.

Sludge From Package Treatment Plants *Disposal Facilities*:

2. Provide transportation routes from all generating facilities to all applicable disposal facilities.

Sludge From Package Treatment Plants *Transportation Routes*:

3. Indicate any treatment the sludge has undergone before transportation (for example anaerobic digestion, aerobic digestion, lime stabilization, composting, or dewatering).

Sludge Treatment Description Upload:

4. Provide results of a laboratory analysis of a representative sample of the sludge which was obtained not more than 6 months before submission of the application unless these results would be submitted as a part of the land application program. The analysis shall include, as a minimum, percent solids, pH, and the dry weight concentration of total nitrogen, ammonium, nitrate, total phosphorous, total potassium, cadmium, copper, mercury, nickel, lead, zinc, arsenic, selenium, and molybdenum.

Sludge From Package Treatment Plants Laboratory Analysis Uploaded:

#### Other Non-Hazardous Liquid Wastes

1. Describe the source, nature and make-up of the non-hazardous liquid waste to be transported.

2. Will any of the wastes contain petroleum products (i.e. oil, gas, grease, etc.)?

\_\_\_\_\_ **Yes** \_\_\_\_\_ **No** : no

\* Transportation of liquid wastes containing any petroleum products will require a permit from the Division of Waste & Hazardous Substances (302-739-9400).

| Operating Plan                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attach an Operation Plan detailing the following: a spill reporting and clean-up plan, plans for cleaning vehicles, recordkeeping procedures and days and hours of operation.</p> |
| <p>Operating Plan Upload: <b><i>Operation plan for State of Delaware.docx</i></b></p>                                                                                                |

| Disposal Facilities                                                                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Attach a list of all disposal facilities to be used. Include a copy of the permit/authorization letter from each disposal facility stating the company is currently authorized to discharge the requested waste stream (i.e. septage, holding tank waste, portable toilet waste, etc.) to the facility.</p> |
| <p>Disposal Facilities Upload: <b><i>New Castle 2026.jpg , Cecil county permit 2026.jpg</i></b></p>                                                                                                                                                                                                            |

| Proof of Bond (If applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Proof of Bond - Part III B, Section 500 of the Guidance and Regulations Governing the Land Treatment of Wastes directs, as a requirement for keeping a permit issued under these Regulations, the permittee to file a bond or other security in the amount of Five Thousand Dollars (\$5,000) with the Department. The bond is to be payable to the Department and the obligation of the bond shall be conditioned upon the fulfillment of all requirements related to the permit. If this application is for permit renewal, please submit a copy of the current Transporters Bond certification.</p> |
| <p>Proof of Bond Upload: <b><i>de bond 1.jpg , de bond 2.jpg , de bond 3.jpg , de bond 4.jpg</i></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| 8. Certification                                                                                                                        |                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| <p>I certify that all information submitted as part of this application is true and correct to the best of my knowledge and belief.</p> |                                                                      |
| <p>Printed Name of Applicant:<br/>John Rehfuss</p>                                                                                      | <p>Date Submitted via DNREC ePermitting:<br/>2026-07-08 12:51:08</p> |



## **SEPTAGE HAULER PERMIT #HAUL-26-1**

**CECIL COUNTY, MARYLAND**  
**DEPARTMENT OF LAND USE & DEVELOPMENT SERVICES**  
**Division of Water & Sewer Planning**  
**(410) 996-5230**



**ISSUE DATE:** March 4, 2026

**EXPIRATION DATE:** March 4, 2027

Septage Hauler Permit HAUL-26-1 is hereby granted for the use of the following vehicle:

**VEHICLE MAKE/MODEL/YEAR:** Mack MD7 2025  
**VEHICLE IDENTIFICATION NUMBER (VIN #):** 1M2MDBAB6SS076116  
**LICENSE PLATE:** MARYLAND465E04  
**SEPTAGE TANK CAPACITY (GAL):** 2000  
**GROSS VEHICLE WEIGHT:** 33,000  
**COMPANY FLEET NUMBER:**

**COMPANY INFORMATION:**

J.R.'S Septic Service Inc.  
824 Glebe Road PO Box 153  
Earleville, MD 21919  
[410-275-2647](tel:410-275-2647)

**CONDITIONS OF PERMIT ISSUANCE:**

This permit is only valid for the vehicle specified above.  
*Each vehicle must be inspected prior to permit issuance.*

Issuance of the Septage Hauler Permit does not release the applicant from acquiring all other applicable federal, state or local permits.

Failure of the applicant to adhere to the conditions above or failure to maintain adequate vehicle standards will result in the permit being rescinded.

**This permit is valid for until the expiration date shown above.**

By applying for this permit, you agree that you have carefully examined the information on this application and agree that it is correct to the best of your knowledge. In doing the work, all provisions of the Cecil County Codes will be complied with, whether specified or not and hereby agree to comply with all the terms, conditions and requirements of the Septage Hauler Permit.

**BOND TO ACCOMPANY AND FOR STATE OF DELAWARE**  
**NON-HAZARDOUS LIQUID TRANSPORTERS PERMIT NO. DE - WH - 094**

|                                                     |                                                                                                                                                                              |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Delaware Non-Haz Liquid Transporters Permit Number: | DE-WH-094                                                                                                                                                                    |
| Bond Number:                                        | LSF229717(3978400)                                                                                                                                                           |
| Effective Date:                                     | 03/14/2026                                                                                                                                                                   |
| Expiration Date:                                    | 03/14/2027                                                                                                                                                                   |
| Principal Name, Address, and Phone Number:          | J R's Septic Service Inc<br>P O Box 153<br>Earleville MD 21919<br>410-275-2647                                                                                               |
| Obligee Name and Address:                           | Delaware Department of Natural Resources and Environmental Control<br>Division of Water<br>Resource Protection Section<br>89 Kings Highway, Dover DE 19901<br>(302) 739-9116 |
| Surety Name, Address, Phone Number:                 | The Ohio Casualty Insurance Company<br>175 Berkeley Street<br>Boston, MA 02116<br>888-844-2663                                                                               |
| Agent Name, Agent Number, Address, Phone Number:    | McCool Insurance & Realtors In<br>160 W Main St<br>Elkton, MD 21921-5541<br>410-398-1373                                                                                     |

Bond Number: LSF229717 (3978400)  
Effective Date: 03/14/2026  
Expiration Date: 03/14/2027

**BOND TO ACCOMPANY AND FOR STATE OF DELAWARE  
NON-HAZARDOUS LIQUID TRANSPORTERS PERMIT NO. DE-WH-094**

KNOW ALL MEN BY THESE PRESENTS that:

J R'S SEPTIC SERVICE INC of  
824 GLEBE RD, EARLEVILLE, MD 21919 in the County of Cecil and State of  
Maryland as principal, and The Ohio Casualty Insurance Company  
of 175 Berkeley Street, Boston, MA 02116 in the County of Suffolk and State of  
Massachusetts as surety, legally authorized to do business in the State of Delaware, are  
held firmly bound unto the State of Delaware in the sum of Five Thousand Dollars (\$5,000), to be paid to the  
said State of Delaware for the use and benefit of the Department of Natural Resources and Environmental  
Control of said State, for which payment well and truly to be made, we do bind ourselves, our and each and  
every of our heirs, executors, administrators, successors, and assigns, jointly and severally for and in the whole  
firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that if the said above bounden principal,  
J R'S SEPTIC SERVICE INC, who has been issued by the  
Department of Natural Resources and Environmental Control of the State of Delaware a certain permit  
designated as Permit No. DE-WH-094, and dated March 14 20 26, for the  
transportation of non-hazardous liquid waste, and is required to file with the Department of Natural Resources  
and Environmental Control a bond or other security, shall fulfill all the requirements of 7 Del. C. Chapter 60,  
the State of Delaware Regulations Governing the Design, Installation, and Operation of On-Site Wastewater  
Treatment and Disposal Systems (Section 5.3.32.4) and Permit No. DE-WH-094, then this obligation shall  
be void or else to remain in full force and virtue.

Signed and sealed this 7th day of July, 2026.

J R'S SEPTIC SERVICE INC

SIGNED, SEALED AND DELIVERED IN  
the presence of:

CORPORATE SEAL

Witness: Dorothy Gurcovic



Attest:

Kiana M. Humphrey



John A. Rehfuß  
NAME OF PERMITTEE

BY: John A. Rehfuß  
President  
TITLE

The Ohio Casualty Insurance Company  
NAME OF SURETY

BY: [Signature]  
Carolyn Banks-Assistant Secretary

**NOTE:** If Attorney-In-Fact does not hold a current Delaware Agent's License (Resident or Non-Resident), this bond must be countersigned below:

\_\_\_\_\_  
NAME OF DELAWARE LICENSE AGENT  
(Resident or Non-Resident)

\_\_\_\_\_  
LICENSE NUMBER

BY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company  
**POWER OF ATTORNEY**

Surety Bond Number: LSF229717(397840) Principal: J R'S SEPTIC SERVICE INC

Bond Amount: (\$5,000.00) Five Thousand Dollars And Zero Cents  
KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Carolyn Banks

all in the city of Seattle, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 7th day of July, 2026.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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    | CONTACT NAME:                 |                |        |
|             | PHONE (A/C, No, Ext):         | FAX (A/C, No): |        |
| INSURED     | E-MAIL ADDRESS:               |                |        |
|             | INSURER(S) AFFORDING COVERAGE |                | NAIC # |
|             | INSURER A :                   |                |        |
|             | INSURER B :                   |                |        |
|             | INSURER C :                   |                |        |
|             | INSURER D :                   |                |        |
| 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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                   |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |          |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                         |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                    |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$                                                                                                                               |           |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$                                                                                                                                                 |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input type="checkbox"/> N / A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                            |           |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                         |

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

**CERTIFICATE HOLDER****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

  
Curtis Luken

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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

|               |           |                 |
|---------------|-----------|-----------------|
| AGENCY        |           | NAMED INSURED   |
| POLICY NUMBER |           |                 |
| CARRIER       | NAIC CODE | EFFECTIVE DATE: |
|               |           |                 |

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

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| <u>SUBJECT</u>                                                                                                                     | <u>PAGE</u> |
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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

**A. NON-OWNED AIRCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A - Bodily Injury And Property Damage Liability**, exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

**B. NON-OWNED WATERCRAFT**

Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2)** A watercraft you do not own that is:
  - (a)** Less than 52 feet long; and
  - (b)** Not being used to carry persons or property for a charge.

**C. PROPERTY DAMAGE LIABILITY – ELEVATORS**

1. Under Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**, Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to **Section IV – Commercial General Liability Conditions**, Condition **4. Other Insurance**, Paragraph **b. Excess Insurance**:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

**D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)**

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability**:
  - a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

    - (i)** Premises rented to you for a period of 7 or fewer consecutive days; or
    - (ii)** Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

- b.** The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

2. Paragraph **6.** under **Section III – Limits Of Insurance** is replaced by the following:
  6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
    - a. Any one premise:
      - (1) While rented to you; or
      - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
    - b. Contents that you rent or lease as part of a premises rental or lease agreement.
3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
  - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

**E. MEDICAL PAYMENTS EXTENSION**

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I – Coverage C – Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

**F. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**

1. Under **Supplementary Payments – Coverages A and B**, Paragraph **1.b.** is replaced by the following:
  - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph **1.d.** is replaced by the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

**G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT**

1. Paragraph **2.** under **Section II – Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
  - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
  - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
  - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
  - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
    - a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
    - b) The construction, erection, or removal of elevators; or
    - c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

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

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions.**

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (2) Supervisory, inspection, architectural or engineering activities.

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

- d. "Bodily injury" or "property damage" occurring after:
  - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
  - b. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

#### H. **PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**  
If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

**I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III – Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE  
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

**(1)** "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

"employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

**K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES**

Paragraph 3. of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

**L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 6. **Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

**M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition 2. **Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of **Section II – Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

**N. LIBERALIZATION CLAUSE**

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

**O. BODILY INJURY REDEFINED**

Under **Section V – Definitions**, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

**P. EXTENDED PROPERTY DAMAGE**

**Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

**a. Expected Or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU**

Under **Section IV – Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

### **COVERAGE INDEX**

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**SECTION I – COVERED AUTOS** is amended as follows:

#### **1. TRAILERS – INCREASED LOAD CAPACITY**

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I – COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

**SECTION II – LIABILITY COVERAGE** is amended as follows:

**2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

**SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- d.** Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1)** Is a partnership or joint venture; or
- (2)** Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3)** Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

**3. EMPLOYEES AS INSURED**

**SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- e.** Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f.** Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

**4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

**SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured** is amended to include the following as an "insured":

- g.** Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

- (1)** Only with respect to the operation, maintenance or use of a covered "auto";
- (2)** Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3)** Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

## **5. SUPPLEMENTARY PAYMENTS**

**SECTION II – LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments**, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

## **6. AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

**SECTION II – LIABILITY**, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

**SECTION III – PHYSICAL DAMAGE COVERAGE** is amended as follows:

## **7. HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

- a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
  - (1) \$50,000; or
  - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

- d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
- e. This coverage extension does not apply to:
  - (1) Any "auto" that is hired, rented or borrowed with a driver; or
  - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

## 8. TOWING AND LABOR

**SECTION III – PHYSICAL DAMAGE COVERAGE**, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

## 9. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

## 10. RENTAL REIMBURSEMENT

**SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B.**

#### **11. EXTRA EXPENSE – BROADENED COVERAGE**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

#### **12. PERSONAL EFFECTS COVERAGE**

**A. SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

**B. SECTION V – DEFINITIONS** is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

#### **13. ACCIDENTAL AIRBAG DEPLOYMENT**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

#### **14. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM**

**SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible**, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

#### **15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions**, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

**a.** Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

## **16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)**

- A. Paragraph C. Limit Of Insurance of SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
  - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
  - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
  - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
  - d. Transfer or rollover balances from previous loans or leases;
  - e. Final payment due under a "Balloon Loan";
  - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
  - g. Security deposits not refunded by a lessor;
  - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
  - i. Any amount representing taxes;
  - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

### **B. Additional Conditions**

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

**C. SECTION V – DEFINITIONS** is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

**17. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

**19. TWO OR MORE DEDUCTIBLES**

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

**SECTION IV – BUSINESS AUTO CONDITIONS** is amended as follows:

**20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

**SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

**21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

**SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph **A.2.a.** is replaced in its entirety by the following:

**a.** In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

- (1)** You, if you are an individual;
- (2)** A partner, if you are a partnership;
- (3)** Member, if you are a limited liability company;
- (4)** An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a)** How, when and where the "accident" or "loss" took place;
- (b)** The "insured's" name and address; and
- (c)** The names and addresses of any injured persons and witnesses.

**22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

**23. HIRED AUTO COVERAGE TERRITORY**

**SECTION IV – BUSINESS AUTO CONDITIONS**, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f.** For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

**24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT**

The following is added to **SECTION IV – BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**SECTION V – DEFINITIONS** is amended as follows:

**25. BODILY INJURY REDEFINED**

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

15) All Class F licensees shall submit quarterly reports documenting the location, the 911 mailing address, and amount of septage removed in total gallons. This requirement becomes effective one (1) year after promulgation of these Regulations.

State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Water

89 Kings Highway, Dover, Delaware, 19901

This certifies that

**John Rehfluss III**

has been issued a

**On-Site Wastewater Liquid Waste Hauler (Class F) License**

License Number: 6341F

Valid from February 18, 2026 through December 31, 2026

In the State of Delaware pursuant to the authorities set forth in 7 Del C Ch 60, Section 6023. Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems Delaware Administrative Code 7101, Section 1.0.



  
Sarah Silves, Licensing Program Coordinator  
DNREC Division of Water

This license may be revoked or suspended if the license holder violates any of the lawful rules or regulations of the board, any condition of this license, or the provisions of the act under which the license is issued.

State of Delaware  
Department of Natural Resources and Environmental Control  
Division of Water  
89 Kings Highway, Dover, Delaware, 19901

**This certifies that**  
**John A. Rehfuess Jr.**

**has been issued a**  
**On-Site Wastewater Liquid Waste Hauler (Class F) License**  
**License Number: 5038F**

Valid from February 18, 2026 through December 31, 2026

In the State of Delaware pursuant to the authorities set forth in 7 Del C Ch 60, Section 6023. Regulations Governing the Design, Installation and Operation of On-Site Wastewater Treatment and Disposal Systems Delaware Administrative Code 7101, Section 1.0.



  
\_\_\_\_\_  
Sarah Silves, Licensing Program Coordinator  
DNREC Division of Water

This license may be revoked or suspended if the license holder violates any of the lawful rules or regulations of the board, any condition of this license, or the provisions of the act under which the license is issued.

NEW CASTLE COUNTY  
Department of Public Works  
87 Reads Way  
New Castle, Delaware 19720

## WASTE HAULER PERMIT

In accordance with the provisions of the New Castle County Code, Chapter 38, entitled "Discharge of Hauled Waste", and any applicable Federal or State law or regulation:

Company Name and Address: J.R.'S SEPTIC SERVICE  
824 GLEBE RD., P.O. BOX 153  
EARLEVILLE, MD 21919-

Contact Name: CATHY REHFUSS  
Contact Phone: (410)275-2647

is granted permission to discharge wastewater into the New Castle County Sewer System at the Sanitary Waste Depository located at the Airport Pump Station on McCathur Drive, New Castle, Delaware for the vehicle designated as:

New Castle County Permit Number: 139  
Transponder Access Button: 411506  
State of Registration: MD  
Vehicle License Number: 465E04  
Maximum Capacity (Gallons): 2,000

subject to the permit conditions established herein.

Effective Date: 1/1/2026  
Expiration Date: 12/31/2026

Date: January 06, 2026

Signed: Michael D. Harris

Michael D. Harris  
Stormwater & Environmental Programs Division Manager

J.R.'S Septic Service, Inc.  
824 Glebe Road PO Box 153  
Earlelville, MD 21919  
410-275-2647

**OPERATION PLAN FOR J.R.'S SEPTIC SERVICE, INC**  
**PERMIT # WH-094**

Spill Clean Up

- If very small contained spill, vacuum up as much as possible and cover with lime.
- If larger spill or within areas of fresh water we would contact the Natural Resources and Environmental Services of the state the spill occurred for clean up assistance and to control the amount of damage to the surrounding areas.

Cleaning of the Vehicle

- Vehicles are to be cleaned on a weekly basis unless needed more frequently.

Record keeping procedures

- All mileage and fuel records are kept on a daily basis and reported every quarter as required within the fuel tax laws.
- All unloading is recorded every load that is disposed of at the New Castle County unloading facility on Old Airport Road New Castle, DE.

Days and hours of operation

- Monday – Friday 7am – 6pm
- Emergency weekend calls