



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blairstone Road
Tallahassee, Florida 32399-2400

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

October 03, 2008

Riley Debi
Midwest Environmental Transport, Inc
10163 Cincinnati Dayton Rd
Cincinnati, OH 45241-1586

Re: Florida Hazardous Waste Transporter Approval

Dear Riley Debi:

Your Florida Hazardous Waste Transporter Approval Certificate is enclosed. The terms and conditions of approval are specified in Sections 62-730.170 and 62-730.171, Florida Administrative Code(FAC), a copy of which is enclosed for your reference. Please note the following.

1. You must demonstrate proof of liability coverage on an annual basis, even if your insurance policy is issued on a multi-year basis. If no changes in status or insurance coverage have occurred, you can meet this requirement by submitting a certificate of liability coverage form along with the two copies of the Hazardous Waste Transporter Status Form, copies of which are available upon request from the Department of Environmental Protection.
2. A copy of your insurance policy, together with any endorsements, must be maintained at your principal place of business.
3. Your insurer can not terminate your coverage until 30 days after filing written notice with DEP, by Certified mail, that your policy has expired or has been canceled.
4. Any changes to the information specified on your approval certificate will render it null and void. It is your responsibility to advise DEP of any changes in liability coverage or status.
5. A copy of Hazardous Waste Transporter Status Form, complete with the Department approval shall be carried in each vehicle transporting hazardous waste for the transportation company.

Riley Debi
October 03, 2008
Page Two

If you intend to operate a hazardous waste transfer facility, you must submit a Transfer Facility Notification Form 30 days before you use the facility as a storage location. If you are currently operating a transfer facility, you must maintain records of incoming and outgoing hazardous waste shipments. These records must include generator names and manifest numbers, and unless otherwise approved by DEP, must be maintained at the transfer facility. You need to be aware that the 1998 Florida Legislature adopted a new bill for transfer facilities. At the present time the Department is drafting new language for 62-730.171 to meet the criteria set forth in the legislation.

If you have any questions, please contact me at 850/245-8755.

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Neves". The signature is fluid and cursive, with a large initial "R" and a stylized "N".

Richard Neves
Hazardous Waste Management Section

RN

Enclosures: Hazardous Waste Transporter Approval Certificate
Hazardous Waste Transporter Status Form (with insurance verification)
Sections 62-730.170 and 62-730.171, FAC



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HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

This is to certify that the carrier specified below has been approved as a hazardous waste transporter in Florida. The terms and conditions of this certificate require that the holder comply with all applicable portions of Chapter 62-730, Florida Administrative Code. This certificate shall be rendered null and void if any information contained within becomes obsolete. The certificate shall remain valid through the expiration date specified below.

TRANSPORTER: Midwest Environmental Transport, Inc

FACILITY ID NO: OH0000000539

FACILITY ADDRESS: 10163 CINCINNATI-DAYTON RD
CINCINNATI, OH 45241

INSURANCE CARRIER: XL SPECIALTY INSURANCE

INSURANCE POLICY#: AEC002262201

EFFECTIVE DATE: April 01, 2008

EXPIRATION DATE: April 01, 2009

APPROVED TRANSFER FACILITY: NO

APPROVAL ISSUED BY: Richard Neves DATE: October 03, 2008

Richard Neves
Hazardous Waste Management Section
850/245-8755

Are your services commercially available? _____

RECEIVED

APR 17 2008

STATE OF FLORIDA

HAZARDOUS WASTE TRANSPORTER STATUS FORM

BY: BSHW

1. Transporter Identification:

Transporter Name: MIDWEST ENVIRONMENTAL TRANSPORT
Transporter EPA ID: OH0 000 000 539
Location Address: 101163 Cincinnati-Dayton Road
Cincinnati, OH 45241

Contact: Debi Riley Telephone: _____
Mailing Address: SAME AS ABOVE

II. Insurance Information:

Insurance Company XL Specialty Insurance Co
Address 70 Seaview Ave
Stanford, CT 06901
Contact: Michael Bernath Telephone: 937-526-3111
Policy Number: AEC002262201
Expiration date: 04/01/2009

III. Waste Information:

EPA Waste Codes for Waste Routinely or Usually Transported:

ALL WASTE Hauler Per 49 CFR

Comments: _____

IV. Certification:

I certify under penalty of law that the above information is true, correct, and complete to the best of my knowledge.

Debi Riley Division Manager
Print/Type Name Title

Debi Riley 4/12/08
Signature Date Signed

V. The transporter identified above is in compliance with the financial responsibility requirements for hazardous waste transporters pursuant to Chapter 62-730.170, Florida Administrative Code. The forms submitted by the transporter show compliance with the financial responsibility through 04/01/09 Date

APPROVED by Sebrena L. Bolton, changes approved by the Certifier by phone 10/3/2008

Signature of Florida Department of Environmental Protection Representative Date Signed

RECEIVED

APR 17 2008

BY: BSHW

STATE OF FLORIDA
HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF LIABILITY
INSURANCE

1. XL SPECIALTY INSURANCE COMPANY

(Name of Insurer)

(the "Insurer"), of Seaview House, 70 Seaview Avenue, Stamford CT 06901
(Address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences to

Environmental Enterprises, Inc.

(Name of Insured)

(the "Insured"), of Cincinnati OH 45241

(Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-730.170. The coverage applies at:

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Location</u>
OH 000000539	Environmental Enterprises, Inc.	
	10163 Cincinnati Dayton Rd., Cincinnati OH 45241	

(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 CSL for each accident, exclusive of legal defense costs. The coverage is provided under policy number AEC002262201, issued on 04/01/08.
(date)

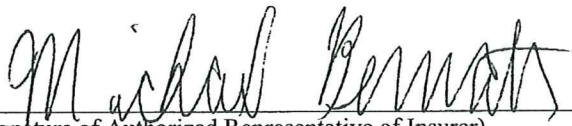
The effective date of said policy is 04/01/08 and the expiration date of said policy is 04/01/09.
(date)

This insurance is excess and the company shall not be liable for amounts in excess of \$ 4,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number UEC002262401, issued on 04/01/08. The effective date of said policy is 04/01/08 and the expiration date of said policy is 04/01/09.
(date)

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:
- (a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.

- (b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer.
- (c) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection (FDEP), the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of the insurance, whether by the Insurer or the Insured and any other termination of the insurance (e.g., expiration, non-renewal), will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.
- (e) The Insurer shall not be liable for the payment of any judgment or judgments against the Insured for claims resulting from accidents which occur after the termination of the insurance described herein, but such termination shall not affect the liability of the Insurer for the payment of any such judgment or judgments resulting from accidents which occur during the time the policy is in effect.

I hereby certify that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one of more States including Florida.


(Signature of Authorized Representative of Insurer)

Michael Bernath _____
(Typed name)

Senior Underwriter

(Title)

Authorized Representative of
XL Insurance Co.

(Name of Insurer)

505 Eagleview Blvd., Exton PA 19341

(Address of Representative)



U.S. Department
of Transportation

Federal Motor Carrier
Safety Administration

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

FORM APPROVED

OMB No.: 2126-0008

Issued to Midwest Environmental Transport Incorporated of Cincinnati, OH 45421
 Dated at Seaview House, 70 Seaview Avenue Stamford, CT 06902-6040 this 1st day of April, 2008
 Amending Policy No. AEC002262201 Effective Date 04/01/2008
 Name of Insurance Company XL Speciality Insurance Company

Countersigned by

Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]," for the limits shown:

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

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is (610) 458-0570.

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

DEFINITIONS AS USED IN THIS ENDORSEMENT

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

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

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

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

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

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

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

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

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

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

final judgment, within the limits of liability herein described, irrespective of the financial

THE SCHEDULE OF LIMITS SHOWN DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

SCHEDULE OF LIMITS—PUBLIC LIABILITY

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

ACORDTM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/11/2008
PRODUCER (937)526-3111 FAX (937)526-5178 Phelan Insurance Agency, Inc. 863 East Main Street P.O. Box 1 Versailles, OH 45380		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Environmental Enterprises Inc Midwest Environmental Transport, Inc. Expressway Commerce Co, Inc. 10163 Cincinnati-Dayton Road Cincinnati, OH 45241		
		INSURERS AFFORDING COVERAGE INSURER A: Greenwich Insurance Co INSURER B: Great American Insurance Co. INSURER C: XL Specialty Insurance Co. INSURER D: INSURER E:
		NAIC #

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	GEC002262501	04/01/2008	04/01/2009	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/>	\$10,000 Ded/Occur				PERSONAL & ADV INJURY \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 2,000,000
C		AUTOMOBILE LIABILITY	AEC002262201	04/01/2008	04/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/>	ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/>	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/>	HIRED AUTOS					
<input checked="" type="checkbox"/>	NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY	UEC002262401	04/01/2008	04/01/2009	EACH OCCURRENCE \$
	<input checked="" type="checkbox"/>	OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 6,000,000
	<input type="checkbox"/>	DEDUCTIBLE				\$
	<input type="checkbox"/>	RETENTION \$				\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	GEC002262501	04/01/2008	04/01/2009	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
B		OTHER Motor Truck Cargo	IMP7794050-00	04/01/2008	04/01/2009	\$ 100,000 Limit \$ 1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Pollution and Remediation Legal Liability \$5,000,000 each and total loss; Indian Harbor Insurance Co.
Contractor/Consultant Environmental Liability Policy # PEC002262701 \$ 2,000,000 Limit Greenwich Ins
Certificate holder is named as an additional insured with respect to general liability where
required by contract.

CERTIFICATE HOLDER

CANCELLATION

Florida Department of Environmental Protection Hazardous Waste Management Section, MS 4555 2600 Blair Stone Rd. Tallahassee, FL 32399-2400	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Timothy Grow/THOBE
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62-730.170 Standards Applicable to Transporters of Hazardous Waste.

(1) The Department adopts by reference 40 CFR Part 263 revised as of July 1, 2006.

(2) In addition to the requirements of subsection (1) of this rule, no person shall transport a hazardous waste within the state for which either a manifest is required under 40 CFR Part 262 [as adopted in subsection 62-730.160(1), F.A.C.] or a reclamation agreement is entered between a generator and recycler pursuant to 40 CFR 263.20 [as adopted in subsection 62-730.170(1), F.A.C.] unless compliance with the following special requirements have been demonstrated.

(a) The transporter shall have and maintain financial responsibility for sudden accidental occurrences in a minimum amount of \$1,000,000 per occurrence for combined coverage of injury to persons and for damage to property and the environment from the spillage of hazardous waste while such wastes are being transported including the costs of cleaning up the spill. Such financial responsibility shall be issued by an agent or company authorized or licensed to transact business in the State of Florida. Such financial responsibility shall be maintained at all times, be exclusive of legal defense costs, and be established by any one or a combination of the following:

1. Evidence of casualty/liability insurance on an occurrence basis with or without a deductible. With the deductible the insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. Each insurance policy must be evidenced by a certificate of liability insurance or amended by attachment of an endorsement.

2. Surety bonds.

(b) Evidence of coverage shall include submittal of an originally signed copy of one or more of the following forms, which are hereby adopted and incorporated by reference:

1. Hazardous Waste Transporter Certificate of Liability Insurance, Form 62-730.900(5)(a), effective date January 29, 2006.

2. Hazardous Waste Transporter Liability Endorsement, Form 62-730.900(5)(b), effective date January 29, 2006

3. Hazardous Waste Transporter Liability Surety Bond, Form 62-730.900(5)(c), effective date January 29, 2006.
Rule 62-730.900, F.A.C., contains information on obtaining a copy of these forms.

(c) The insurance policy, including all endorsements, or the liability surety bond must be maintained at the carrier's principal place of business.

(d) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection, the insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.

(e) The transporter shall annually submit to the Department two originally signed Transporter Status Forms, Form 62-730.900(5)(d), effective date January 5, 1995, which is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form. The Department shall complete the approval part of the form and return one of the originally signed forms to the transporter after verifying that the transporter is complying with the financial responsibility requirements of this section. A copy of this form complete with the Department approval shall be carried in each vehicle transporting hazardous waste for the transporter. This approval is non-transferable and non-assignable.

(f) This subsection does not apply to any person who transports hazardous waste only on the site of a hazardous waste generator or a permitted hazardous waste treatment, storage, or disposal facility.

(g) States and the federal government are exempt from the requirements of this subsection.

(3) Evidence of financial responsibility, updated for the current year, shall be verified annually by the submission of the appropriate form described in paragraph (2)(b) of this section or by the submission of a certificate of insurance. A certificate of insurance shall include a certification by the insurer that the original insurance policy and all endorsements are still in full force and effect as evidenced on the original forms submitted to the Department.

Specific Authority 403.704, 403.721, 403.724, 403.8055 FS. Law Implemented 403.704, 403.721, 403.724 FS. History--New 11-8-81, Amended 5-31-84, 9-13-84, Formerly 17-30.17, Amended 9-19-86, 3-31-87, 5-26-87, 6-28-88, Formerly 17-30.170, Amended 1-25-89, 8-13-90, 9-10-

CHAPTER 62-730 HAZARDOUS WASTE

62-730.171 Transfer Facilities.

(1) 40 CFR 263.12 [as adopted by reference in subsection 62-730.170(1), F.A.C.] provides that transporters who store manifested hazardous waste in proper containers at a transfer facility for 10 days or less are exempt from regulation as a hazardous waste facility. If the waste is stored for more than 10 days, the facility is subject to the permitting requirements for a hazardous waste storage facility.

(2) A transfer facility used for storage of hazardous waste for more than 24 hours but 10 days or less shall comply with the following requirements all as adopted by reference in subsection 62-730.180(2), F.A.C., except where otherwise noted:

(a) The owner or operator of the transfer facility shall comply with the requirements of 40 CFR Part 265 Subparts B (general facility standards), C (preparedness and prevention), D (contingency and emergency plan), and I (management of containers), with the exception of 265.13. The aisle space requirements described in 40 CFR 265.35 and the special requirements for incompatible wastes described in 40 CFR 265.177(c) shall not apply at transfer facilities to containers stored in trucks loaded in accordance with DOT regulations described in 40 CFR 263.10 [as adopted by reference in subsection 62-730.170(1), F.A.C.]. The 40 CFR Part 265 requirements referenced above shall apply to transfer facilities notwithstanding 40 CFR 265.1(c)(12). The owner or operator of the transfer facility shall submit the contingency and emergency plan to the Department with their first Transfer Facility Notification Form, Form 62-730.900(6), effective date January 5, 1995, which is hereby adopted and incorporated by reference. Rule 62-730.900, F.A.C., contains information on obtaining a copy of this form.

(b) The owner or operator of the transfer facility shall have a written closure plan to show that the facility will be closed in a manner which satisfies the requirements of the closure performance, notification, and decontamination standards of 40 CFR 265.111, 265.112, 265.114 and 265.115. The owner or operator of the transfer facility shall submit the closure plan to the Department with their first Transfer Facility Notification Form. Within 60 days of completion of closure, the owner or operator of the transfer facility, shall submit to the Department a certification that the facility has been closed in accordance with the specifications in the closure plan. The certification shall be signed by the owner or operator of the transfer facility, by the owner of the real property where the transfer facility is located, and by an independent registered, professional engineer.

(c) Records required in this section shall be maintained in permanent form and shall be available for inspection by the Department. The records shall be kept at the facility unless the Department gives written approval to do otherwise.

(d) Hazardous waste stored in containers or vehicles at transfer facilities shall be stored on a manmade surface which is capable of preventing spills or releases to the ground.

(e) The owner or operator of a transfer facility shall maintain a written record of when all hazardous waste enters and leaves the facility. This record shall include the generator's name, the generator's EPA/DEP identification number, and the manifest number. For conditionally exempt small quantity generators without an EPA/DEP identification number, the record shall include the name and address of the generator. This recordkeeping requirement applies to all hazardous wastes including hazardous waste generated by CESQGs.

(3) The owner or operator of a transfer facility which stores manifested shipments of hazardous waste for more than 24 hours but 10 days or less shall notify the Department on the Transfer Facility Notification Form. The owner or operator of a new facility shall submit a notification form at least 30 days before the storage of hazardous waste is to begin. The transfer facility shall annually update the information on the Transfer Facility Notification Form and send it to the Department with the transporter's evidence of financial responsibility as required under subsection 62-730.170(3), F.A.C.

(4) The owner or operator of a transfer facility shall obtain an EPA/DEP identification number for each transfer facility location. Any owner or operator who has not obtained an EPA/DEP identification number for each transfer facility location may obtain one by applying to the Department using Form 62-730.900(1)(b), 8700-12FL – Florida Notification of Regulated Waste Activity.

Specific Authority 403.0877, 403.704, 403.721 FS. Law Implemented 403.0877, 403.704, 403.721 FS. History—New 3-2-86, Amended 6-28-88,

Formerly 17-30.171, Amended 8-13-90, 9-10-91, 10-14-92, Formerly 17-730.171, Amended 1-5-95, 1-29-06.