



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

Rick Scott  
Governor

Jennifer Carroll  
Lt. Governor

Herschel T. Vinyard, Jr.  
Secretary

March 31, 2011

Robert Clarke  
Environmental Products & Services of Vermont Inc  
PO Box 315  
Syracuse, NY 13204

## BE IT KNOWN THAT

Environmental Products & Services of Vermont Inc  
532 State Fair Blvd  
Syracuse, NY 13204

## IS HEREBY REGISTERED AS A USED OIL

Transporter, Filter Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)  
The Department of Environmental Protection hereby issues  
Registration Number **NYR000115733** on March 31, 2011  
Insurance Carrier: **GREAT DIVIDE INSURANCE COMPANY**  
Insurance Policy #: **BAP151690410**  
Insurance Ex. Date: **06/01/2011**  
Transporter Type: **FH**

**This registration will expire on 06/30/2012**

This certificate documents receipt of your annual registration  
and annual report. It shall be displayed in a prominent place  
at your facility. This certificate and your cancelled check  
are your receipts.

**Aprilia Graves**  
**Engineering Specialist IV**  
**Hazardous Waste Regulation Permitting**



**8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY**  
 DEP Waste Management Division—HWRS, MS4560  
 2600 Blair Stone Rd. Tallahassee, FL 32399-2400  
 (850) 245-8772

Date Received  
 (for FDEP only) **03/01/2011**  
**MAR 01 2011**

EPA ID **NYR000115733**

**1. Reason for Submittal**

Mark 'X' in correct box:

To provide **initial notification** (to obtain an EPA ID Number for hazardous waste, universal waste, or used oil activities).

To provide **subsequent notification** (to update status and facility identification information). (**RENEWAL**)

Is this the **final notification** (see instructions) for the facility?

**2. Facility or Business Name**

**ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT, INC.**

**FEID No.**  
**030364761**

**3. Facility Operator**  
 (List additional Operators in the comments section).

**Name of Operator:**  
**ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT, INC.**

**New Operator**  
**Date became Operator:**   /  /    
 mm dd yy

**Street or P.O. Box:**  
**P.O. BOX 315**

**Phone Number:**  
**(315) 451-6666**

**City or Town:** **SYRACUSE** **State:** **NY** **Zip Code:** **13209**

**Operator Type:**  Private  Federal  Municipal  State  Other

**4. Facility Physical Location Information**

**Physical Street Address:**  
**532 STATE FAIR BLVD**

**City or Town:** **SYRACUSE** **State:** **NY** **Zip Code:** **13204**

**County:** **Oneida** **ONONDAGA**

If available, please attach a map or sketch of the facility boundaries. (**NOT APPLICABLE - OUT OF STATE TRANSPORTER**)

**Latitude:**   /  /   **Longitude:**   /  /   **Method:**     
 dd mm ss.ssss dd mm ss.ssss Datum:

**5. Facility North American Industry Classification System (NAICS) Code(s)**

**A.** **56211** **B.**  
**C.** **D.**

**6. Facility or Business Mailing Address**

**Street Address or P.O. Box:** **P.O. BOX 315**

**City or Town:** **SYRACUSE** **State:** **NY** **Zip Code:** **13209**

**7. Facility or Business Contact Person**

**First Name:** **ROBERT** **Last Name:** **CLARKE** **Title:** **ENVIRONMENTAL MANAGER**

**Phone Number:** **(315) 451-6666** **Extension:** **234** **E-Mail:** **bclarke@eps of vermont.com**

**Street or P.O. Box:** **P.O. BOX 315**

**City or Town:** **SYRACUSE** **State:** **NY** **Zip Code:** **13209**

**8. Real Property (Land) Owner of the Facility's Physical Location**  
 (List additional real property owners in the comments section.)

**Name of Real Property (Land) Owner:**  
**"NA" - OUT OF STATE TRANSPORTER ONLY!**

**New Owner**  
**Date became Owner:**   /  /    
 mm dd yy

**Street or P.O. Box:** **Phone Number:**

**City or Town:** **State:** **Zip Code:**

**Owner Type:**  Private  Federal  Municipal  State  Other

9. Type of Regulated Waste Activity (Mark 'X' in all that apply):

A. Hazardous Waste Activities:

For Items 2 through 7, mark 'X' in all that apply.

(1) Generator of Hazardous Waste

(Choose only one of the following three categories.)

- a. Large Quantity Generator (LQG):  
Generates in any calendar month 1,000 kilograms or greater per month (kg/mo) (2,200 lbs.) of *non-acute* hazardous waste; or Greater than 1 kg (2.2 lbs) of *acute* hazardous waste
- b. Small Quantity Generator (SQG):  
Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (>220 to <2,200 lbs.) of *non-acute* hazardous waste and/or 1 kg (2.2 lbs) or less of *acute* hazardous waste
- c. Conditionally Exempt SQG (CESQG):  
Generates in any calendar month 100 kg/mo or less (220 lbs.) of *non-acute* hazardous waste and 1 kg (2.2 lbs) or less of *acute* hazardous waste

In addition, indicate other generator activities that apply.

- d. United States Importer of hazardous waste
- e. Mixed Waste (hazardous and radioactive) Generator

(2) Treater, Storer, or Disposer of Hazardous Waste

(at your facility) Note: A hazardous waste permit may be required for this activity.

- a. Operating Commercial TSD
- b. Operating Non-commercial TSD
- c. Non-operating: Postclosure or Corrective Action Permit or Consent Order (HSWA, etc.)

(3) Recycler of Hazardous Waste (at your facility)

Specify:  Commercial;  Non-Commercial.  
A permit is required for storage prior to recycling.

(4) Exempt Boiler and/or Industrial Furnace

- a. Small Quantity On-site Burner Exemption
- b. Smelting, Melting, and Refining Furnace Exemption

(5) Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities - Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.

(6) Underground Injection Control - Mark an 'X' even if the UIC well at your facility does not receive hazardous waste.

(7)  Transporter of Hazardous Waste [ Note: A Certificate of Liability Insurance is required along with this registration.]

Registration must be renewed annually.  a. For own waste only  b. For commercial purposes

c. Hazardous Waste Transporter Insurance Information

Insurance Company GREAT DIVIDE INSURANCE COMPANY  
 Address 7233 E. BUTHERUS DRIVE, SCOTSDALE AZ 85260-2410  
C/O HAYLA FREYER & CO., 231 SALINA MEADOWS, P.O. BOX 4743, SYRACUSE NY 13221  
 Contact LAURIE PELKEY Telephone (315) 451-1500  
 Policy Number ECPO151690110, BAP151690410 Expiration date 6/1/2011  
FFX 151690210

d. Transportation Mode  Air  Rail  Highway  Water  Other - specify \_\_\_\_\_

e.  Hazardous Waste Transfer Facility: - NOT APPLICABLE Storage Volume \_\_\_\_\_

Initial notification

The following items are required to be submitted with the initial notification for a transfer facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

- Certification by a responsible corporate officer of the transporter that the proposed location satisfies the criteria of Section 403.7211(2), Florida Statutes (F.S.) [Rule 62-730.171(3)(a)1., F.A.C.]
- Evidence of the transporter's financial responsibility [Rule 62-730.171(3)(a)3., F.A.C.]
- A brief general description of the transfer facility operations [Rule 62-730.171(3)(a)4., F.A.C.]
- A copy of the facility closure plan [Rule 62-730.171(3)(a)5., F.A.C.]
- A copy of the contingency and emergency plan [Rule 62-730.171(3)(a)6., F.A.C.]
- A map or maps of the transfer facility [Rule 62-730.171(3)(a)7., F.A.C.]

Notification of changes in above items

Annual update notification

**B. Universal Waste (UW) Activities (Mark 'X' in all that apply) ("accumulated" means at any one time):** (NOT APPLICABLE)

- Large Quantity Handler (LQH) = 5,000 kg (11,000 lb) or more of any combination of UW accumulated
  - Small Quantity Handler (SQH) = always less than 5,000 kg accumulated
  
  - Mercury-containing devices LQH = 100 kg (220 lb) or more accumulated by for-hire handler
  - Mercury-containing devices SQH = less than 100 kg accumulated by for-hire handler
  
  - Mercury-containing lamps LQH = 2,000 kg (4400 lbs/8,000 lamps) or more accumulated by for-hire handler
  - Mercury-containing lamps SQH = less than 2,000 kg (8,000 lamps) accumulated by for-hire handler
- [Note: 4 lamps = 1 kg, 62-737.200(10)]
- Pharmaceuticals LQH = 5,000 kg or more of universal pharmaceutical waste (UPW) accumulated
  - Pharmaceuticals LQH = more than 1 kg (2.2 lb) of acutely hazardous ("P-listed") pharmaceutical waste accumulated
  - Pharmaceuticals SQH = always less than 5,000 kg of UPW and always 1 kg or less of acutely hazardous UPW accumulated

(1) For those Managing	Generate/ Accumulate	Transport (see note in instructions)	Handle at Transfer Facility	(2) Enter your estimate of the maximum amount (in pounds) of each type of UW on site or transported at any one time.
a. Batteries	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
b. Pesticides	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
c. Pharmaceuticals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
d. Mercury Containing Devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
e. Mercury Containing Lamps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

(3) Mercury Recovery and/or Reclamation Facility  [Chapter 62-737, F.A.C.] Note: A hazardous waste permit is required for this activity. [Rule 62-737.800, F.A.C.]

(4) Reverse Distributor of UW  Pharmaceuticals  Lamps  Devices

(5) Destination Facility for UW  Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

**C. Used Oil Activities:**

- (1) Used Oil Transporter - indicate type(s) of activity(ies):
- a. Transporter
  - b. Transfer Facility
- (2)  Collection Center
- (3)  Used Oil Processor (A permit is required for this activity.)
- (4)  Off-Specification Used Oil Burner
- (5)  Used Oil Fuel Marketer
- (6) Used Oil Filter
- a. Transporter
  - b. Transfer Facility
  - c. Processor
  - d. End User

**(8) Specific Certification to be signed by all Used Oil Transporters**

I certify as a Used Oil Transporter that the training program and financial responsibility required under Section 62-710.600, F.A.C., are in place, current and being adhered to. If any modifications have been made to the originally approved training program, they are explained in attachments to this registration form. Evidence of financial responsibility is demonstrated by the attached Used Oil Transporter Certificate of Liability Insurance, DEP form 62-710.901(4), F.A.C.

*Robert T. Clarke*

Signature of Authorized Person

ROBERT T. CLARKE

Print Name of Authorized Person

- (7) Used Oil Transporters, Transfer Facilities, Collection Centers, Off-Specification Burners and Marketers must pay an annual \$100 registration fee. Used Oil Processors are exempt from this fee. If applicable, enclose a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection.
- A check is enclosed.

**(9) The records required under the provisions of Rule 62-710.510, F.A.C., are kept at (check one):**

- our mailing (business) address
- The site (facility) address

D. Other State Regulated Waste Activities:  Petroleum Contact Water (PCW) Handler [Chapter 62-740, F.A.C.]  
 Note: A water facility permit may be required for this activity.  
 \* TRANSPORTER ONLY \*

10. Waste Codes for Federally Regulated Hazardous Wastes: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112). Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.

1	2	3	4	5	6	7
" ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT, Inc						
8	9	10	11	12	13	14
Federal Hazardous WASTE CODES in its TRANSPORTATION OPERATION "						
15	16	17	18	19	20	21
22	23	24	25	26	27	28

11. Other Status Changes (Mark 'X' in all that apply): NOT APPLICABLE - " OUT OF STATE TRANSPORTER ONLY "

A. Non-Handler of Regulated Waste at This Facility

- (1) Business no longer generates, transports, treats, stores, or disposes of hazardous waste
- (2) Waste generated by business has been delisted.
- (3) Other (explain) \_\_\_\_\_

B. Facility Closed

- (1) Closed at this location and moved or moving to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there.
- (2) Out of Business - Business closed on \_\_\_\_\_ (Date). Please provide a contact person, mailing address, and phone number where you can be reached after closing.

Contact \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_

C. Property Tax Default

D. Petition for Bankruptcy Protection

12. Certification: I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. The information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. If I have notified as a transfer facility, I am aware that transfer facilities must comply with the requirements of Rule 62-730.171, FAC, and Rule 62-730.182, FAC.

Signature of owner, operator, or an authorized representative	Print Name and Title	Date Signed (mm-dd-yyyy)
<i>Robert T. Clarke</i>	ROBERT T. CLARKE ENVIRONMENTAL MANAGER	2/16/11

If the person who filled in this form is not the Facility Contact or Operator, please complete the information below:

(Name of person completing this form) \_\_\_\_\_ (Phone Number) \_\_\_\_\_ (E-mail Address) \_\_\_\_\_

13. Comments:



## Annual Report by Used Oil and Used Oil Filter Handlers\*

(\*Handlers are any persons subject to the registration requirements of rule 62-710.500 and 62-710.850, F.A.C. [See Section A, Box 5 below]  
 for reporting period January 1, 2010 through December 31, 2010

Use the information recorded in your Record Keeping Form [62-710.901(2)] or equivalent] to complete this document

### SECTION A TO BE COMPLETED BY ALL REGISTERED PERSONS

1. Company Name: ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT, Inc. 2. Telephone No. (315) 451-6666  
 Site Address: 532 STATE FAIR BLVD, SYRACUSE NY 13204

3. EPA ID No. NYR 000115 733

Check box if any of the above items (1-3) have changed since your last registration

4. Name of person preparing report (please print) ROBERT T. CLARKE  
 Title ENVIRONMENTAL MANAGER Phone number (if different from #2, above) ( ) \_\_\_\_\_

5. Type of operation (check as many as apply to your operations)  
 Used Oil:  Transporter  Transfer Facility  Collection Center/Aggregation Point  Processor  Marketer  
 Burner (of off-specification used oil)  
 Used Oil Filter:  Transporter  Transfer Facility  Processor  End User

### SECTION B USED OIL (TO BE COMPLETED BY ALL REGISTERED USED OIL HANDLERS. USED OIL FILTER HANDLERS SEE SECTION C)

	Automotive	Industrial	Mixed	Total
1. Amount (in gallons) of Used Oil and Oily Wastes collected	0	0	0	0
a. In Florida.....	0	0	0	0
b. From out of state.....	0	0	0	0
c. Beginning Inventory.....				0
d. Total (sum of totals from Lines a + b + c).....				0

2. Amount (in gallons) of Used Oil and Oily Wastes Managed

N - Not an end use, transferred to another facility for storage or processing.....

O - Marketed as an on-specification used oil fuel.....

F - Marketed as an off-specification used oil fuel.....

I - Marketed for an industrial process.....

B - Burned as an off-specification used oil fuel .....

D - Disposed of

    Landfilled.....

    Treated at a wastewater treatment unit.....

    Incinerated.....

	In State	Out of State
N	0	0
O	0	0
F	0	0
I	0	0
B	0	0
D	0	0
Landfilled	0	0
Treated at a wastewater treatment unit	0	0
Incinerated	0	0
3. Total amount (in gallons) of used oil managed.....	0	0
4. End of year, on hand estimate (Difference between Lines 1D and Line 3).....	0	0

**SECTION C USED OIL FILTERS (OPTIONAL)** (USE TABLE BELOW FOR CONVERSIONS)

CHECK COLUMN IF OUT OF STATE ↓

1. Number of filters on hand from previous year.....	0	
2. Number of used oil filters collected.....	0	
3. Total number of used oil filters to manage (1 plus 2).....	0	
4. Disposition of used oil filters collected:		
a. Transferred to another registered facility.....	0	
b. Burned for energy recovery at a Waste-To-Energy facility.....	0	
c. Transferred directly to a metal foundry for recycling.....	0	
d. TOTAL.....	0	
5. End of year, on had estimate (Difference between Lines 3 and Line 4d).....	0	
6. Gallons of used oil collected as a result of filter processing.....	0	
7. Gallons of used oil transferred to a used oil handler (transporter or processor).....	0	
8. Volume of oily waste collected and managed as a result of filter processing.....	0	
9. Description of oily waste management.....	0	

**DIRECTIONS FOR SECTION C**

Conversion Table

One 55-gallon drum of <b>crushed</b> used oil filters = approximately <b>400</b> used oil filters
One 55 gallon drum of <b>uncrushed</b> used oil filters = approximately <b>250</b> used oil filters
One ton of drained used oil filters = approximately <b>2,350</b> used oil filters

1. Enter the number of Used Oil Filters on hand, from previous year's inventory.
2. Enter the number of Used Oil Filters collected.
3. Enter the sum of Line 1 + Line 2.
4. Enter the number of filters managed by your facility in blocks 4a-c. Enter the sum of 4a-c in block 4d .
5. Enter the number of filters on hand at your site as of December 31, last year.
6. Fill in the number of gallons of used oil collected by your filter operation.
7. Enter the number of gallons transferred to a used oil transporter or processor.
8. List the volume (gallons or cubic yards) of the oily wastes collected through your filter handling. Oily wastes are identified in Chapter 62-710.201(1) of the Florida Administrative Code and include bottom sludges, sorbents, wipes etc.
9. Describe how oily wastes were managed (sent to a WTE, hazardous waste facility, landfilled after appropriate testing, etc.).

Any questions concerning this form may be referred to the Used Oil Coordinator, MS 4560, Department of Environmental Protection 2600 Blair Stone Road, Tallahassee, FL 32399-2400, Phone (850) 245-8755, email: [aprilia.graves@dep.state.fl.us](mailto:aprilia.graves@dep.state.fl.us),



Certificate of Liability Insurance
Used Oil Transporters

Please Print or Type Form

1. Great Divide Insurance (the Insurer),
(Name of the Insurer) (Address of the Insurer)
hereby certifies that it has issued liability insurance to:
ENVIRONMENTAL PRODUCTS & SERVICES OF VERMONT, INC. (the Insured),
(Name of the Insured)
532 STATE PARK BLVD SYRACUSE, NY 13204 whose EPA Identification number is NYR000115733
(Address of the Insured)

This insurance complies with the insured's obligation to demonstrate the financial responsibility required by Florida Administrative Code Rule 62-710.600(2)(e). [See page 2 on the back side of this Form]

The insurance is primary and the company shall be liable for amounts up to \$ 1,000,000 less the deductible or retention of \$ 0 for each accident exclusive of legal defense costs. If a deductible or retention is applied, its amount may not exceed 10% of the equity of the insured.

This coverage is provided under policy number BAP151690410, issued on 6/1/2010
(Date)
The expiration date of said policy is 6/1/2011 or the annual renewal date is 6/1/2011
(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 this 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 or by any other termination of the insurance (e.g. expiration or 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 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 or more States, including Florida.

Edwin Baez
(Signature of Insurer or Authorized Representative)

Authorized Representative of

Edwin Baez
(Type Name)

Great Divide Insurance
(Name of Insurer)

Vice President
(Title)

101 Hudson Street, 17th Flr, Jersey City, NJ
(Address of Representative)



**Chapter 62-710.600(2)(e), Florida Administrative Code  
Certification Program for Used Oil Transporters**

(e) Have, verify, and maintain vehicle insurance with a combined single limit of no less than \$1,000,000. Such insurance, or additional policy, must in no way exclude pollution coverage for sudden and accidental alleged or threatened discharge, dispersal, seepage, migration, release or escape of used oil, and must include any cost or expense relating to pollution damage for which the transporter is legally liable. Such insurance must be maintained at all times and be exclusive of legal defense costs.

1. The insurance required in this paragraph may be established by:

a. Evidence of liability insurance, either on a claim made or an occurrence basis, with or without a deductible (with the deductible, if any, to be on a per occurrence or per accident basis and not to exceed ten percent of the equity of the business), using DEP Form 62-710.901(4). The insurance policy shall be issued by an agent or company authorized or licensed to transact business in the State of Florida. An ACORD form will only be accepted for renewal of a policy with the same carrier; or

b. For business entities registered in Florida, evidence of self-insurance provided by the chief financial officer of the business entity.

2. States and the federal government are exempt from the requirements of this paragraph.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/24/2011

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 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).

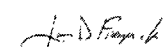
<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. 231 Salina Meadows Parkway P.O. 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> _____															
	<b>PHONE (A/C No, Ext):</b> 315-451-1500	<b>FAX (A/C, No):</b> _____														
<b>E-MAIL ADDRESS:</b> _____																
<b>PRODUCER CUSTOMER ID #:</b> _____																
<b>INSURED</b> Environmental Products & Services of Vermont Inc. 532 State Fair Blvd Syracuse NY 13204		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER B: Great Divide Insurance</td> <td>25224</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hanover Insurance Company	22292	INSURER B: Great Divide Insurance	25224	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Great Divide Insurance	25224															
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

**COVERAGES**      **CERTIFICATE NUMBER:** 1619798655      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
B	<b>GENERAL LIABILITY</b>			ECPO151690110	6/1/2010	6/1/2011	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		\$		
EACH OCCURRENCE	\$1,000,000																						
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PERSONAL & ADV INJURY	\$1,000,000																						
GENERAL AGGREGATE	\$2,000,000																						
PRODUCTS - COMP/OP AGG	\$2,000,000																						
	\$																						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY																						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR																						
	GEN'L AGGREGATE LIMIT APPLIES PER:																						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC																						
B	<b>AUTOMOBILE LIABILITY</b>			BAP151690410	6/1/2010	6/1/2011	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																						
BODILY INJURY (Per person)	\$																						
BODILY INJURY (Per accident)	\$																						
PROPERTY DAMAGE (Per accident)	\$																						
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	<input checked="" type="checkbox"/> ANY AUTO																						
	<input type="checkbox"/> ALL OWNED AUTOS																						
	<input type="checkbox"/> SCHEDULED AUTOS																						
	<input checked="" type="checkbox"/> HIRED AUTOS																						
	<input checked="" type="checkbox"/> NON-OWNED AUTOS																						
B	<b>UMBRELLA LIAB</b>			FFX151690210	6/1/2010	6/1/2011	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000		\$		\$								
EACH OCCURRENCE	\$10,000,000																						
AGGREGATE	\$10,000,000																						
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	<input checked="" type="checkbox"/> EXCESS LIAB																						
	<input type="checkbox"/> CLAIMS-MADE																						
	DEDUCTIBLE																						
	<input checked="" type="checkbox"/> RETENTION \$10,000																						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCA151690310	6/1/2010	6/1/2011	<table border="1"> <tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td></td><td><input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td><td></td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td><td></td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td><td></td><td></td></tr> </table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000			E.L. DISEASE - EA EMPLOYEE	\$1,000,000			E.L. DISEASE - POLICY LIMIT	\$1,000,000		
<input checked="" type="checkbox"/> WC STATUTORY LIMITS		<input type="checkbox"/> OTHER																					
E.L. EACH ACCIDENT	\$1,000,000																						
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																						
E.L. DISEASE - POLICY LIMIT	\$1,000,000																						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A																				
	If yes, describe under DESCRIPTION OF OPERATIONS below																						
A	Leased & Rented Equipment			RHS562523901	6/1/2010	6/1/2011	\$250,000																
B	Professional Liab			ECPO151690110	6/1/2010	6/1/2011	Ded \$1,000 \$1,000,000																

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
Pollution Liability #ECP0151690110 6/1/10-6/1/11 \$1 mil each incident, ded \$25,000. Pollution Liability includes Asbestos Abatement.  
See Attached...

<b>CERTIFICATE HOLDER</b>  Florida Dept. of Environmental Protection Bureau of Solid & Hazardous Waste - MS4550 2600 Blair Stone Road Tallahassee FL 32339-2400	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

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

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



### ADDITIONAL REMARKS SCHEDULE

AGENCY Haylor, Freyer & Coon, Inc.		NAMED INSURED Environmental Products & Services of Vermont Inc.	
POLICY NUMBER		532 State Fair Blvd Syracuse NY 13204	
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Certificate holder & all other organizations as required by written contract are included as additional insureds:

- Per form ECP1004 (10/06) Additional Insured Blanket Coverage A&B (General Liability)
- Per form ENV2223 (04/08) Business Auto-Additional Insured When Required by Contract or Agreement (Auto)
- Per form ECPO1000 (10/06) Who is an Insured (Section III) #4 under Environmental Combined Policy form (Pollution-Coverage D)

Above referenced forms are enclosed with this certificate.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### ADDITIONAL INSURED - BLANKET - COVERAGE A & B

This endorsement modifies insurance provided under the following:

#### ENVIRONMENTAL COMBINED POLICY

Section III – Who is an Insured is amended to include as an insured, with respect to Coverage A and B, any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such written contract or written agreement must be in effect prior to the occurrence giving rise to the claim or suit for which the person(s) or organization(s) seeks coverage.

Such additional insured status applies only:

1. With respect to your work performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or
2. With respect to your work performed for such person(s) or organizations(s) and included in the products-completed operations hazard, only when required by the written contract or written agreement.

With respect to damages caused by your work, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) with which you have so agreed in a written contract or written agreement.

## ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

### **BUSINESS AUTO - ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

#### **BUSINESS AUTO COVERAGE FORM**

**Section II – Liability Coverage A. – Coverage, 1. Who is an Insured, is amended to add:**

- d. Any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into, excluding contracts or agreements for professional services, which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
1. The coverage and/or limits of this policy; or
  2. The coverage and/or limits required by said contract or agreement.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**

- b. Any loss, cost or expense arising out of any request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead; or
- c. Any loss, cost or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead.

#### 4. Silica

- a. Any loss, claim, or occurrence, whether for **bodily injury, property damage, or personal and advertising injury** arising out of or in any way related to the actual, alleged or threatened discharge, dispersal, emission, release, escape, handling, contact with, exposure to or inhalation, ingestion or respiration of silica or products or substances containing silica or silicon dioxide in any form including, but not limited to, silica dust, sand or otherwise, or work involving the use of or handling of silica or silicon dioxide in any form, even if other causes are alleged to contribute to or aggravate such loss, claim or occurrence.
- b. Any loss, claim or occurrence arising from or related to:
  - (1) Any supervision, instruction, recommendations, warnings or advice given or which should have been given in connection with the events described in Paragraph a.;
  - (2) Any obligation to indemnify, defend, share damages with or repay someone else who must pay damages because of events described in Paragraph a.; and
  - (3) Any fines or penalties imposed because of events described in Paragraph a.

#### 5. Employment Related Practices

**Bodily injury or personal and advertising injury** arising out of any:

- a. Refusal to employ;
- b. Termination of employment;
- c. Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
- d. Consequential **bodily injury or personal and advertising injury** as a result of a. through c. above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

#### 6. Professional Liability

**Bodily injury, property damage or personal and advertising injury** based upon or arising out of the rendering of or failure to render **professional services**.



### SECTION III - WHO IS AN INSURED

1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your **managers** (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(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.

(2) **Property damage to property:**

- (a) Owned, occupied or used by, or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. With respect to Coverages **A**, **B**, and **C**, any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- 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; and
- d. Coverage **D** does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- e. Coverage **E** does not apply to any act, error or omission in the performance of **professional services** rendered before you acquired or formed the organization.

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.

- 4. Solely with the respect to Coverages **A**, **B** and **D**, your clients, provided a written contract or agreement is in effect between you and the client, and solely with respect to **your work** performed by or on your behalf for that client. Such written contract or agreement must be in effect prior to the **occurrence** giving rise to the claim or **suit** for which the client seeks coverage. Your clients are covered under this policy only for Limits of Liability up to and not exceeding the amount required by the written contract or agreement and subject to the Limits of Liability of this policy.

#### **SECTION IV - LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or **suits** brought; or
  - c. Persons or organizations making claims or bringing **suits**.
- 2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage **C**;
  - b. Damages under Coverage **A** except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;
  - c. Damages under Coverage **B**; and
  - d. Damages and supplementary payments under Coverages **D** and **E**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of **bodily injury** and **property damage** included in the **products-completed operations hazard**.
- 4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization.
- 5. Subject to 2. or 3. above, whichever applies, the Each **Occurrence** Limit is the most we will pay for the sum of:
  - a. Damages under Coverage **A**.
  - b. Medical expenses under Coverage **C**; and
  - c. Damages and supplementary payments under Coverage **D**;
 because of all **bodily injury** and **property damage** arising out of any one **occurrence**.
- 6. Subject to 2. or 3. above, whichever applies, the Each Claim Limit is the most we will pay for the sum of damages and supplementary payments under Coverage **E** because of any one claim.



532 State Fair Boulevard  
Syracuse, NY 13204  
Website: www.epsofvermont.com



PHONE: (315) 451-6666  
FAX: (315) 457-6652  
1-800-THETANK

February 24, 2011

Florida Department of Environmental Protection  
DEP Waste Management Division – HWRS, MS4560  
2600 Blair Stone Road  
Tallahassee, FLA 32399-2400

Re: Used Oil and Oil Filter Handlers Renewal Application (2011 – 2012)  
Environmental Products & Services of Vermont, Inc  
Current Registration #: NYR000115733

Dear Sirs,

This letter and the attached documentation are being submitted for to renew the Used Oil and Used Oil Filter transporter registration for the above referenced company, Environmental Products & Services of Vermont, Inc.

Included in this submittal are the following documents:

- Completed Form #62-730.900(1)(b) – Florida Regulated Waste Activity Form
- Completed Form #62-710.901(3) – Annual Transporter Report Form
- Completed Form #62-710.901(4) – Certificate of Liability Insurance
- Copy of ACORD Insurance Certificate
- Check for \$100

It is also noted that the training program that Environmental Products & Services of Vermont that was submitted and approved by the Department in September 2010 is still in use and is being adhered to as required. No changes to the approved plan have been instituted since its approval by the Department in September 2010.

Should you have any questions on this renewal application submittal please contact me at 315-451-6666 as soon as possible

Sincerely,

A handwritten signature in black ink that reads 'Robert T. Clarke'.

Robert T. Clarke  
Environmental Manager