

Florida Department of Environmental Regulation

Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, Florida 32399-2400

Lawton Chiles, Governor

Carol M. Browner, Secretary

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 17-730, 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, or for 35 days after written notice of insurance policy cancellation or non-renewal, whichever comes first.

TRANSPORTER: U. S. Bulk Transport, Inc.

EPA ID NUMBER: PAD 987 347 515

FACILITY ADDRESS: 6286 Sterrettania Road
Fairview, PA 16415

INSURANCE CARRIER: Commerce & Industry Insurance Company

INSURANCE POLICY #: CA 277 0837

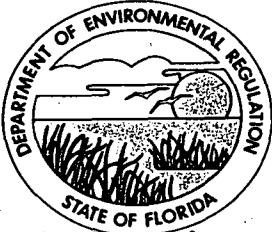
EFFECTIVE DATE: 03 December 1992

EXPIRATION DATE: 03 December 1993

APPROVED TRANSFER FACILITY: no

APPROVAL ISSUED BY: Terri J. Chasteen DATE: 30 Dec 92
Terri J. Chasteen
Hazardous Waste Management Section
904/488-0300

rev. 0 (Oct 91)



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30 December 1992

R. E. Caputo
Safety & Compliance Director
U. S. Bulk Transport, Inc.
6286 Sterrettania Road
Fairview, PA 16415

Dear Mr. Caputo:

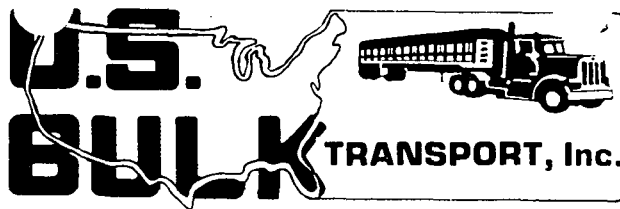
Your Florida Hazardous Waste Transporter Approval Certificate is enclosed. The terms and conditions of the approval are specified in Sections 17-730.170 and 17-730.171, Florida Administrative Code (FAC), a copy of which is enclosed for your reference. Please note the following:

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 policy renewal issued by your insurance carrier or agent. Otherwise, you must submit a new certificate of liability coverage form, copies of which are available upon request.
2. A copy of your insurance policy, together with any endorsements, must be maintained at your principle place of business.
3. Your insurer cannot terminate your coverage until 35 days after filing written notice with the Department of Environmental Regulation (DER), 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 DER of any changes in liability coverage or status.
5. 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 DER, must be maintained at the transfer facility.

If you have any questions, please call me at 904/488-0300.

Sincerely,

Terri J. Chasteen
Environmental Specialist
Hazardous Waste Management Section



STATE OF FLORIDA - DER
2600 BLAIR STONE RD
TALLAHASSEE, FLA. 32399-2400
ATTN: TERRI CHASTEEN

DATE Dec. 16, 1992

Enclosed is a Hazardous Waste Transporter
Certificate of Liability Insurance form with
our E.P.A. Identification number and Insurance
Certificate with the MCS-90 endorsement attached.

Please review at your earliest convenience
and advise with your approval for U.S.
BULK TRANSPORT to haul hazardous waste
in the State of Florida.

Thank You for your time and cooperation

Sincerely,

R. E. CAPUTO

SAFETY AND COMPLIANCE DIRECTOR

RECEIVED
DEC 23 1992

HAZARDOUS WASTE

FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION

HAZARDOUS WASTE TRANSPORTER STATUS SHEET

Transporter Name: U.S. BULK TRANSPORT, INC.

Mailing Address: 6286 Sterrettania Rd.
Fairview, PA 16415

Contact Person: GARY GoodELLE

Title: PRESIDENT

Telephone number: 1-814-838-2558

Facility Address: (Same as above)

Facility EPA ID: PAD 987347515

Insurance Company: Acordia of Western PA.

Address: 1030 STATE STREET
ERIE, PA. 16501-1859

Contact Person: Steve Gerber

Telephone number: 1-814-452-6881

Policy Number: CA 2770837 / UL6060755

Expiration Date: 12-3-93

Completed by: R. E. CAPUTO Date: 12-2-92
(Please print or type)

Signature: [Signature]
SAFETY AND COMPLIANCE DIRECTOR

ADDITIONAL CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

11/08/92

Acordia of Western
Pennsylvania
1030 State Street
Erie, PA 16501
814-452-6881

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.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	Commerce & Industry
COMPANY LETTER	B	Northbrook Prop & Casualty
COMPANY LETTER	C	State Workmens Insurance Fund
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED
U.S. Bulk Transport, Inc.
6286 Sterrettania Road
Fairview,

PA 16415

COVERAGE: LIMITS SHOWN ARE IN EFFECT AS OF POLICY EFFECTIVE DATE

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.	GL3Y0Y332	12/03/92	12/03/93	GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS-COMP/OP AGG. \$ 1,000,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 50,000
					MED. EXPENSE (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	SRCA2770837	12/03/92	12/03/93	COMBINED SINGLE LIMIT \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE6060755	12/03/92	12/03/93	EACH OCCURRENCE \$ 4,000,000
					AGGREGATE \$ 4,000,000
C	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	03365195911	12/14/91	12/14/92	STATUTORY LIMITS
					EACH ACCIDENT \$ 100,000
					DISEASE-POLICY LIMIT \$ 500,000
					DISEASE-EACH EMPLOYEE \$ 100,000
B	OTHER Motor Truck Cargo	IM 0270248	12/03/92	12/03/93	Limits: 50,000 per Conveyance- 100,000 per Catastrophe

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 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 COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

115767000

ACORD 256 (1/81)

ACORD INFORMATION

STATE OF FLORIDA

HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF LIABILITY INSURANCE

1. COMMERCE AND INDUSTRY INSURANCE COMPANY

[Name of Insurer]

(the "Insurer"), of 2005 MARKET STREET SUITE 2800 PHILADELPHIA, PA 19103
[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 U.S. Bulk Transport Inc.

[Name of Insured]

(the "Insured"), of 6286 Sterrettania Rd., Fairview, PA 16415

[Address of Insured]

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 17-30.170. The coverage applies at:

EPA/DER I.D. No.

Name

Address

PAD987347515

U.S. Bulk Transport Inc. 6286 Sterrettania Rd.
Fairview, PA 16415

(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 for each accident, exclusive of legal defense costs. The coverage is provided under policy number CA 2770837, issued on 12/3/92. The effective date of
[Date]
said policy is 12/3/92.
[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 UL 6060755, issued on 12/3/92. The effective date of
[Date]
said policy is 12/3/92.
[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 Regulation (FDER), 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-five (35) days after a copy of such written notice is received by the Secretary of the FDER 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 or more States including Florida.


[Signature of Authorized Representative of Insurer]

Lorne T. Collier 
[Type name] [Social Security Number]

CASUALTY UNDERWRITER
[Title]

Authorized Representative of

COMMERCE & INDUSTRY
[Name of Insurer]

2005 MARKET ST STE 2800 PHILADLEPHIA PA 19103
[Address of Representative]

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

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions 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.

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.

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

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 Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded for public liability does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo.

It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

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

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

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 \$ 5,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the FHWA or the ICC the company agrees to furnish the WA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon teleph request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date. The telephone number to call is: 215-981-7196

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

Issued to U.S. Bulk Transport, Inc. of 6286 Sterrettania Rd, Fairview, PA 16415

Dated at 2005 Market St, Phila., PA this 5th day of December, 19 91

Amending Policy No. CA 2770785

Effective Date 12/3/91

Countersigned by

Lorne Colluri

Authorized Company Representative

Name of Insurance Company COMMERCE & INDUSTRY

The Motor Carrier Act of 1980 requires limits of financial responsibility according to type of carriage and commodity transported by the motor carrier.

It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.

THE SCHEDULE OF LIMITS SHOWN BELOW DOES NOT PROVIDE COVERAGE.

The limits shown in this schedule are for information purposes only.

SCHEDULE OF LIMITS Public Liability

Type of Carriage 1	Commodity Transported	Minimum Insurance
(1) For-hire (in interstate or foreign commerce)	Property (Non-hazardous)	\$ 750,000
(2) For-hire and Private (in interstate, foreign or intra- state commerce)	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 Class A or B explosives, poison gas (Poison A), liquefied compressed gas or compressed gas; or highway route controlled quantity radioactive materials 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)	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)	Any quantity of Class A or B explosives; any quantity of poison gas (Poison A); or highway route controlled quantity radioactive materials as defined in 49 CFR 173.403	\$5,000,000

1 NOTE - The type of carriage listed under numbers (1), (2) and (3) apply to vehicles with a gross vehicle weight rating of 10,000 pounds or more. The type of carriage listed under number (4) applies to all vehicles with a gross vehicle weight rating of less than 10,000 pounds.



ACKNOWLEDGEMENT OF NOTIFICATION
OF REGULATED WASTE ACTIVITY
(VERIFICATION)

This is to acknowledge that you have filed a Notification of Regulated Waste Activity for the installation located at the address shown in the box below to comply with Section 3010 of the Resource Conservation and Recovery Act (RCRA). Your EPA Identification Number for that installation appears in the box below. The EPA Identification Number must be included on all shipping manifests for transporting hazardous wastes; on all Annual Reports that generators of hazardous waste, and owners and operators of hazardous waste treatment, storage and disposal facilities must file with EPA; on all applications for a Federal Hazardous Waste Permit; and other hazardous waste management reports and documents required under Subtitle C of RCRA.

EPA I.D. NUMBER

+ PAD987347515

INSTALLATION ADDRESS

GOODELLE GARY PRESIDENT
US BULK TRANSPORT INC
6286 STERRETTANIA RD
FAIRVIEW PA 16415

6286 STERRETTANIA RD
FAIRVIEW PA 16415