



Florida Department of Environmental Protection

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

Reset Form

Print Form

DEP Form # 62-701.900(23)

Form Title: Waste Tire Processing
Facility Permit Application

Effective Date: January 6, 2010

Incorporated in Rule 62-711.530(6)

Waste Tire Processing Facility/Permit Application

Permit No. 41202-WT-004

Renewal ☒

Modification ☐

Existing unpermitted facility ☐

Proposed new facility ☐

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APR 19 2013

Part I-General Information:

A. Applicant Information:

1. Applicant Name: Liberty Tire Recycling, LLC

2. Applicant Street Address: 9675 Range Line Road

3. City: Port St. Lucie County: St. Lucie Zip: 34987

4. Applicant Mailing Address: Same

5. City: _____ County: _____ Zip: _____

6. Contact person: Phil Tuohy Phone: (863)860-2436 FEID No: 20-4023461

7. Have any enforcement actions been taken by the Department against the applicant relating to the operation of any solid waste management facility in this state? This includes any Complaint, Notice of Violation, or revocation of a permit or registration, as well as any Consent Order in which a violation of Department rules is admitted. It does not include a Warning Letter, Warning Notice, Notice of Noncompliance, or other similar document which does not constitute agency action.

Yes ☒

No ☐

If yes, attach a history and description of the enforcement actions.

B. Facility Information:

1. Facility Name: Liberty Tire Recycling, LLC

2. Facility Street Address (Main Entrance): 9675 Range Line Road

3. City: Port St. Lucie County: St. Lucie Zip: 34987

4. Facility Mailing Address: Same

5. City: _____ State: _____ Zip: _____

6. Contact Person: Phil Tuohy Phone: (863)860-2436

7. Facility Location Coordinates:

Section: 1 Township: 37S Range: 38E

Latitude: 27 14' 22" North Longitude: 80 29' 00" West

8. Anticipated date for starting construction Operating and for completion of construction Operating

9. Anticipated date for receipt of tires Operating and for start of processing Operating

Mail completed form to
appropriate district office listed below

Northwest District
160 Government Center
Pensacola, FL 32501-5794
850-585-8360

Northeast District
7825 Baymeadows Way, Ste. 200 B
Jacksonville, FL 32256-7580
904-807-3300

Central District
3319 Maguire Blvd., Ste. 232
Orlando, FL 32803-3767
407-894-7555

Southwest District
13051 N. Telecom Pky
Temple Terrace, FL
813-632-7600

South District
2295 Victoria Ave., Ste. 364
Fort Myers, FL 33902-2549
239-332-8975

Southeast District
400 North Congress Ave.
West Palm Beach, FL 33401
561-681-6600

C. Land Owner Information (if different from applicant):

1. Owner's name: _____
2. Land owner's mailing address: _____
3. City: _____ State: _____ Zip: _____
4. Authorized Agent: _____ Agent's phone () _____
5. Current lease expires: _____

D. Facility Operator Information (if different from applicant):

1. Operator's name: _____
2. Operator's mailing address: _____
3. City: _____ State: _____ Zip: _____
4. Contact person: _____ Phone: () _____

E. Preparer of Application:

1. Name of person preparing application: Phil Tuohy
2. Mailing address: 9675 Range Line Road
3. City: Port St. Lucie State: FL Zip: 34987
4. Phone: (863)860-2436
5. Affiliation with facility: Region Manager - Florida

Part II-Operations:**A. Facility type** (check appropriate box):

- ☒ Waste tire processing facility.
- ☐ Waste tire processing facility with on-site disposal of processed tires or processing residuals.
- ☐ Waste tire processing facility with on-site consumption of waste tires or processing residuals.
- ☐ Permitted solid waste management facility modification to allow waste tire site and processing.

B. Type of processing facility (check as many as apply):

- ☒ Shredder ☒ Cutter ☒ Chopper ☐ Incinerator only ☐ Incinerator with energy recovery
- ☐ Pyrolysis ☐ Supplemental fuel user ☐ Other, explain _____

C. Storage: Indicate the maximum quantities of whole waste tires, processed waste tires, and processing residuals, expressed in tons, to be stored at the facility, in accordance with Rule 62-711.530(2), F.A.C.

	Outdoor Storage(tons)	Outdoor Storage (sq.ft)	Indoor Storage (tons)	Indoor Storage (sq.ft)	Total Storage (tons)
Whole waste tires:	_____	_____	_____	_____	_____
Processed tires:	<u>(SPECIFIC CONDITION NO.4 IS UNCHANGED.)</u>				
Processing residuals:	_____	_____	_____	_____	_____
TOTALS:	_____	_____	_____	_____	_____

- D. For reporting quantity of tires in tons, tires will be: weighed on site ☒ weighed off site ☐
weights will be calculated ☐
- E. Facilities that will not be disposing of processed tires or processing residual on the facility site must indicate the permitted solid waste management facility where processed tires or residuals will be disposed.
1. Name of facility See appended list of facilities.
2. Street address: _____
3. City: _____ County: _____ Zip: _____
- F. Facilities that will be delivering processed tires to consuming facilities must describe the existing or proposed markets for those processed tires.
crumb rubber (for molded rubber products, artificial turf, civil engineering applications, etc.),
rubber mulch, tire-derived fuel, septic tank and landfill medium,

Part III-Attachments:

A. Facility design

NOTE: All maps, plan sheets, drawings, isometrics, cross sections, or aerial photographs shall be legible; be signed and sealed by a registered professional engineer responsible for their preparation; be of appropriate scale to show clearly all required details; be numbered, referenced to narrative, titled, have a legend of symbols used, contain horizontal and vertical scales (where applicable), and specify drafting or origination dates; and use uniform scales as much as possible, contain a north arrow and use NGVD for all elevations.

1. A topographic or section map of the facility, including the surrounding area for one mile, no more than one year old, showing land use and zoning within one mile of the facility
2. A plot plan of the facility on a scale of not less than one inch equals 200 feet. At a minimum, the plot plan shall include
 - a. The facility design, including the location and size of all storage and processing areas for used tires, unprocessed waste tires, processed waste tires, and waste tire processing residuals;
 - b. All wetlands and water bodies within the facility or within 200 feet of any storage area;
 - c. Stormwater control measures, including ditches, dikes, and other structures;
 - d. Boundaries of the facility, legal boundaries of the land containing the facility, and any easements or rights of way that are within the facility or within 200 feet of any storage area;
 - e. Location, size, and depth of all wells within the facility or within 200 feet of any storage area;
 - f. All structures and buildings that are, or will be, constructed at the facility; include those used in storage and processing operations;
 - g. All areas used for loading and unloading;
 - h. All access roads and internal roads, including fire lanes;
 - i. Location of all fences, gates, and other access control measures; and
 - j. Location of all disposal areas within the facility.

B. Facility operation.

1. A description of the facility's operation, process and products including how waste tires will be received and stored.
2. A description of the equipment used for processing tires. This description shall include the make, model, and hourly capacity of each piece of equipment.
3. Description of the waste from the process, the amount of waste expected and how and where this waste will be disposed of.
4. Statement of the maximum daily throughput and the planned daily and annual throughput.
5. A description of how the operator will maintain compliance with each of the storage requirements of Rule 62 - 711.540, F.A.C.
6. A copy of the emergency preparedness manual for the facility with a statement of the on site and off site locations where that manual will be maintained.
7. A copy of the fire safety survey
8. A description of how 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

- C. Completed closing plan for the facility as required by Rule 62-711.700(2) and (3), F.A.C.

- D. Attach proof of financial responsibility as requirement by Rule 62-711.500(3) OR a calculation showing that financial assurance documents, currently on file with the Department, are sufficient to assure closing of the waste tire site as well as any other solid waste management facility at that location.
- E. A letter from the land owner (if different from applicant) authorizing use of the land as a waste tire processing facility.
- F. If waste tires will be consumed or disposed of at the facility, attach a description of the other environmental permits that the applicant has for this use, including, permit number, date of issue, and name of issuing agency
- G. The permit fee as required in Rule 62-4, F.A.C.

Part IV-Certification:

A. Applicant:

The undersigned applicant or authorized representative of Liberty Tire Recycling, LLC
Is aware that statements made in this form and attached information are an application for a
Waste Tire Proc. Facility Permit from the Florida Department of Environmental Protection and certifies that
The information in this application is true, correct and complete to the best of his knowledge and belief.
Further, the undersigned agrees to comply with the provisions of Chapter 403, Florida Statutes, and all rules and
regulations of the Department. It is understood that the Department will be notified prior to the sale or legal transfer
of the facility.

Signature of Applicant or Authorized Agent Jeffrey D. Kendall, CEO 4/15/13
Name and Title Date

B. Professional Engineer registered in Florida.

This is to certify that the engineering features of this waste tire processing facility have been
Designed/examined by me and found to conform to engineering principals applicable to such facilities. In my
professional judgment, this facility, when properly maintained and operated will comply with all applicable statutes of
the State of Florida and rules of the Department. It is agreed that the undersigned will provide the applicant with a
set of instructions for proper maintenance and operation of the facility.

_____ Signature	_____ Mailing Address
_____ Name and Title	_____ City, State, Zip
_____ Florida Registration Number	_____ Telephone number

(please affix seal)

Date

**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Appendix

Part I – General Information

A. Applicant Information

7. Enforcement actions taken by FDEP against the applicant relating to operation of solid waste management facilities in Florida.

In August 2010, Liberty Tire Recycling, LLC (LTR), along with two other parties, entered a Consent Order (OGC File No. 10-2206) with the Department to resolve an alleged open burning violation at the company's former waste tire processing facility at 270 Barnes Ave. in Rockledge. The open burning complaint resulted from a vendor's trial demonstration of a fire suppressant product at LTR's site with the participation of the Rockledge Fire Department. This Consent Order constitutes the only FDEP enforcement action against LTR solid waste management facilities in Florida.

Part II – Operations

E. Permitted solid waste management facilities where processed tires or residuals will be disposed:

Wheelabrator Ridge Energy Inc.
3131 K-Ville Ave.
Auburndale, Polk County 33823

Okeechobee Landfill, Inc.
10800 NW 128th Ave.
Okeechobee, Okeechobee County 34972

J.E.D. Landfill
1501 Omni Way
St. Cloud, Osceola County 34773

Part III – Attachments

A. Facility design

1. Section map of area within one mile of the facility

See attached map.

2. Plot plan of the facility

See attached plot plan of facility.

B. Facility operation

1. Description of the facility's operation, process and products.

The Port St. Lucie (PSL) site's operation, process and products have not changed since submittal of the renewal application for the current WTPF Permit in April 2008.

2. Description of the equipment used for processing tires.

Equipment used for processing tires at the PSL site has not changed since submittal of the renewal application for the current permit in April 2008.

3. Description of the waste from the process, the amount of waste expected, and how and where this waste will be disposed of.

During the term of the current permit for the PSL facility, LTR has developed a market for tire fiber. With this development the PSL facility no longer routinely produces any process streams that are not sold to customers as produced. The very minimal quantities (< 1.0 % of throughput) of incidental process waste now generated are disposed of in the permitted facilities listed in Part II. E of this application. In the event market changes result in accumulation of process waste or processed waste tires, LTR will dispose of the material at the listed facilities as required to maintain compliance with Rule 62-711.540, F.A.C. and Specific Condition No. 4 of the facility's WTPF Permit.

4. Statement of the maximum daily throughput and the planned daily and annual throughput.

No change from Specific Condition No. 4 of current permit.

5. Description of how the operator will maintain compliance with each of the storage requirements of Rule 62 – 711.540, F.A.C.

No change since submittal of renewal application for current permit in April 2008. FDEP inspection reports confirm compliance.

6. Emergency preparedness manual for the facility.

See attached Emergency Preparedness Manual for the facility.

7. Fire safety survey.

See attached report from 2/8/13 fire safety survey by St. Lucie County Fire District.

8. Description of how at least 75% of the annual accumulation of waste tires will be removed for disposal or recycling.

No change since submittal of renewal application for current permit in April 2008. Facility's quarterly reports to the Department confirm compliance.

C. Completed closing plan for the facility per Rule 62 – 711.700(2) & (3), F.A.C.

No change since submittal of renewal application for current permit in April 2008.

D. Proof of financial responsibility

See attached documentation.

E. Not applicable

F. Not applicable

G. Permit fee

See attached check.

**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.A.1

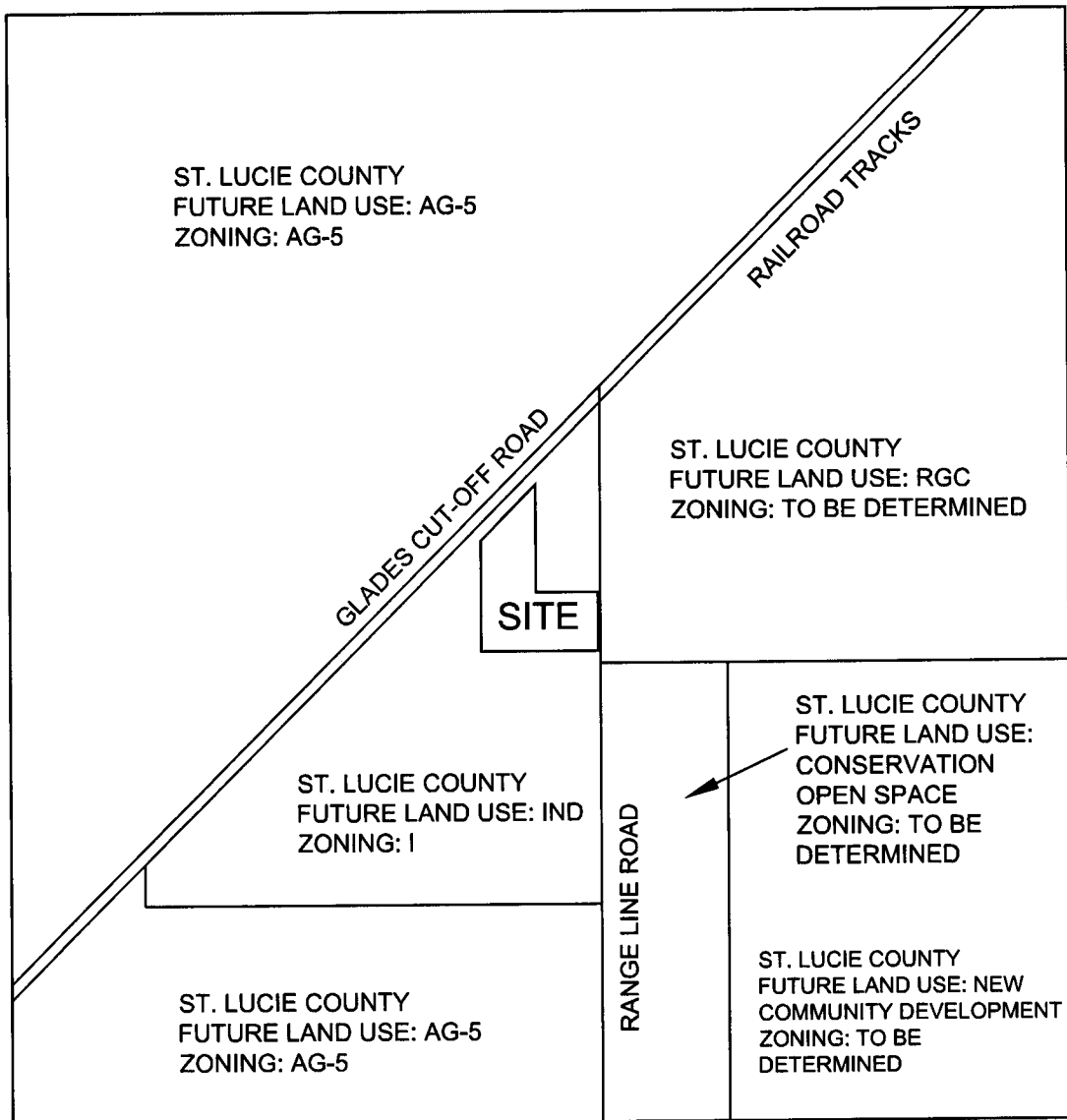
SECTION MAP OF THE FACILITY

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APR 19 2013

**FL DEP
WEST PALM BEACH**

ST. LUCIE COUNTY & CITY OF PORT ST. LUCIE FUTURE LAND USE & ZONING



**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

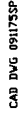
Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.A.2

PLOT PLAN OF THE FACILITY

FRISO ENGINEERING
459 N.W. 73rd Villa Blvd., Fort St. Luke, FL 34083
PH: (727) 340-4900 FAX: (727) 340-7996
E-MAIL: frisoengr@comcast.net
BPR & RPR License No. 6184

DRAWN
RWF
CHECKED
JTF
DATE
04-08-2013
SCALE
1"=40'
JOB NO.
081172
SHEET
1
OF
SHEETS



JOSEPH T. FRISCIA, P.E.
FLA. REG. NO. 31443

SCALE: 1" = 200'

SITE PLAN

**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.B.6

EMERGENCY PREPAREDNESS MANUAL

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**FL DEP
WEST PALM BEACH**

EMERGENCY PREPAREDNESS MANUAL

for

**Liberty Tire Recycling, LLC
9675 Range Line Road
Port St. Lucie, FL 34987**

**Phone 772/465-0477
Fax 772/489-2124**

**Revised
February 1, 2013**

A copy of this manual is to be kept on file in the office at 9675 Range Line Road, St. Lucie, FL. A second copy was provided to the St. Lucie County Fire Marshal's Office, 2400 Rhode Island Ave., Fort Pierce, FL 34950 on February 5, 2013

I. PERSONS TO NOTIFY IN EVENT OF FIRE OR OTHER EMERGENCY

St. Lucie County Fire District 911 or 462-8300
(Notify that there is a SLCFD keyed Knox box on the gate if access is needed!)

St. Lucie County Sheriff's Dept. 911 or 461-7300

Liberty Tire Recycling, LLC management personnel (mobile phones):

Ernesto Torres, Production Supervisor (6:30 AM-3:00 PM)	342-3244
Mary Mills, Production Supervisor (2:30-11:00 PM)	(678) 618-5403
John Matylawicz, Production Supervisor (10:30 PM – 7:00 AM)	672-1527
Rick Dillon, Grading Supervisor	475-0413
Othoniel Mendoza, Maintenance Supervisor	828-6014
Leo Swayze, Operations Manager	342-4451
Gene Kostreba, General Manager	(770) 548-0957

Allied Universal Corporation	464-6195
(Miami)	800/437-8715

Florida East Coast Railroad Dispatch	800/342-1131
	(Press 2 and then 1 to report an emergency)

Florida Dept. of Environmental Protection:

S.E. District Office (Non-Emergency Notification)	(561) 681-6600
S.E. Florida Emergency Response Office (8-5 M-F, only)	(561) 393-5877
State Warning Point Hotline (24/7)	(800) 320-0519

II. TYPE OF EMERGENCY

The emergency of primary concern at Liberty Tire Recycling is fire. Prevention and early detection of a fire is paramount to minimizing its effect.

Liberty Tire Recycling typically operates 24 hours a day, 7 days a week. Employees are trained to be vigilant to detect and report a fire. Each employee is informed as to the procedure to follow if fire is discovered. For any fire that cannot be extinguished immediately:

III. PROCEDURE TO FOLLOW IN THE EVENT OF FIRE

1. Dial 911 to notify fire and sheriff's departments. Tell them to respond to 9675 Range Line Road, ¼ mile south of Glades Cut-Off Road. Give these directions: Eight miles west on Glades Cut-Off Road from the intersection of Glades Cut-Off and Midway Road. Turn left onto Route 609, which is also known as Range Line Road. Look for green sign giving directions to the Martin County Correctional Institute. Liberty Tire Recycling is the second driveway on the right.
2. Spread the alarm. Use the loudspeaker system to notify employees. Use cell phones to notify key managers.
3. Activate Liberty Tire Recycling's quick response team through the Production Supervisor on duty (see phone list).
4. Instruct customers and non-essential employees to leave the property.
5. **Do not turn off electricity** unless the particular building is immediately threatened. Turning off the electricity will shut down the well pumps needed to provide water. In the office building, turning off the electric will shut off the telephone system.
6. Notify Allied Universal Chemical (see phone list).
7. If it appears additional equipment is needed, contact Chris Jock (260-6626), Rental Service Corporation (466-5500), Neff Rental (561/881-7368) or US Rentals (398-9788).

IV. EMERGENCY RESPONSE EQUIPMENT AND USE

Liberty Tire Recycling maintains a quick response team under the leadership of the Production Supervisor on duty. The quick response team has been trained to fight only incipient stage fires. If a fire progresses beyond the incipient stage, quick response team efforts must be limited to containment and protection of adjacent assets. Equipment available to the team includes:

1. Numerous strategically located ABC dry chemical extinguishers.
2. A front-end loader with various size buckets for moving dirt or digging firebreaks.
3. A tracked backhoe for digging out and spreading burning materials to facilitate fire control.

4. A wet hydrant on the City of PSL water system located at the main entrance of the facility and a dry hydrant located near the west property line to provide water intake from the south end of the west retention pond.

In the event of fire, and at the same time the fire department is contacted, the equipment described above will be mobilized and dispatched to the fire area. The team has these objectives:

1. Contain and isolate the fire by excavating a firebreak with the loaders and backhoe.
2. If the fire involves waste tires, dike the immediate area of the fire if possible to contain oily residues that will result from combustion.
3. As time and circumstances allow, continue to move or separate other combustible materials from the immediate area of the fire in order to prevent the spread of the fire.
4. If the fire involves waste tires and if the extent of the fire is such that it may cause an oily residue to reach the surface water management system pond a front end loader will be sent to dam the system at an appropriate point. This could be point at which waters enter the dry retention area or at the control structure at the east end of the pond. This will prevent residues from discharging off the property.

Once the fire department has arrived they will assume the management of the fire fighting effort. Liberty Tire Recycling equipment and team members will be available to assist the fire fighting effort is and as directed by the fire department.

IV. CLEAN UP OF OIL RESIDUE

If an oily residue has developed from combustion of waste tires, the contaminated soil will be removed to a properly permitted disposal site.

V. PRE-FIRE PLAN

Facility Address: 9675 Range Line Road
Port St. Lucie, FL 34987

Hours of Operation 24 hours a day, 7 days a week

Security Guard No

Water Supply

1. Garden hose connection at south end of fence on south side of main building (to right of main entrance.)
2. Garden hose connection at northwest corner of main building.
3. Garden hose connection in front/center of main building.
4. Garden hose connection at southeast corner of Bldg. 2.
5. Wet hydrant on City of PSL water system at main entrance.
6. Five acre pond on west side of property (at end of perimeter road.)

On Site Fire Fighting Equipment

1. Numerous ABC dry chemical extinguishers in all buildings.
2. A front-end loader with various size buckets for moving dirt or digging firebreaks.
3. A tracked backhoe for digging out and spreading burning materials to facilitate fire control.
4. A wet hydrant on the City of PSL water system located at the main entrance of the facility and a dry hydrant located near the west property line to provide water intake from the south end of the west retention pond.

Hazardous Materials

1. 10,000 gallon diesel tank (in front of Bldg. 5).
2. 1,000 gallon propane tank (between Bldgs. 1 and 5)
3. Parts washer with solvent in Bldg. 5 (west of the main office).
4. Various commercial products for equipment maintenance such as degreasers, oil, grease, etc. are stored in the garage area of Bldg. 5 (maintenance building).

Exposures

The Allied Universal Chemicals plant, located immediately to the north, may have railroad tank cars on their siding located approximately 300 feet from shredded waste tire storage area. These tanks may contain caustic soda, anhydrous ammonia and/or chlorine. These cars should be far enough away to not be endangered by a fire at Liberty Tire Recycling.

Note: Refer to Material Safety Data Sheets for fixed storage at Allied Universal Chemicals, 9549 Range Line Road.

Surface Water Management System

The property has a surface water management system in place to collect surface water and then direct it to a dry retention area for initial settlement, a pond for secondary settlement, and then through a control structure to discharge into the swale running parallel to the west side of Range Line Road. The entire working area is bermed so as to divert the flow of water to the storm water management system. The control structure (on the east end of the pond) is designed to be dammed off (using a front-end loader) to stop water flow to the Range Line Road swale.

Note that the C-23 canal is 2.5 miles to the south of 9675 Range Line Road and the C-24 canal is 2.5 miles to the north.

Fire Road

There is an improved, all weather road running parallel to the southern boundary of the property. The road turns north at the western boundary of the property and runs north to the five-acre storm water management system retention pond. The dry hydrant is located at the end of this road, adjacent to the retention pond. In addition, a roadway is maintained through the center of the property where it intersects with the previously referenced all weather road.

Buildings

There are six buildings on the property. (See attached site plan). The first (Bldg. 1) is a 6,000 sq ft office building to the right of the main entrance. The second (Bldg. 2) is an 8,750 sq. ft. building (open on three sides), which is immediately to the left of the main entrance and houses truck tire grinding and screening equipment. The third (Bldg. 3), a fully-enclosed 10,000 sq. ft. building for rubber milling operations, is immediately behind (west of) Bldg. 2. The fourth (Bldg. 4), 14,000 sq. ft. in area and open on two sides, is located to the left and behind (i.e., southwest) of Bldg. 3 and houses auto tire grinding and screening equipment. Bldg. 5 (7,500 sq. ft.) is used for equipment repair and maintenance and is located immediately behind (west) of Bldg. 1. Bldg. 6 fully encloses 20,000 sq ft directly behind (west) of Bldg. 3 and houses three milling operations, including a cryogenic system.

Bldg. 1 is constructed of concrete and steel. The other five buildings are 100% steel construction.

Portable fire extinguishers are located throughout all buildings.

Fire Load

Whole and shredded tires and tire-derived products are stored on site. The shredded material is configured into piles with adequate firebreaks between them.

Remarks

Should it become necessary to move any tank cars on Allied Universal Chemical's siding, this can be done by releasing the brakes on the car and moving the car with a front-end loader. FEC Railroad dispatch must be notified if this is done.

FEC telephone numbers:

Dispatch	800/342-1292 ext. 2302 or 904/826-2302
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Fort Pierce Yard	461-8567
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**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.B.7

FIRE SAFETY SURVEY

Liberty Tire Recycling, LLC



St. Lucie County Fire District
5160 NW Milner Drive
Port Saint Lucie, FL 34983
(772)621-3322

February 8, 2013

LIBERTY TIRE RECYCLING
9685 RANGELINE RD
PSL, FL 34987

Congratulations, an inspection of your facility on Feb 8, 2013 revealed no violations.

By Order of: Buddy Emerson

Chief of Fire Prevention Bureau

A handwritten signature in black ink, appearing to read "Michael Matthy", written over a horizontal line.

0291 MICHAEL MATTHY
Inspector

A handwritten signature in black ink, appearing to read "Leo Swayze", written over a horizontal line.

Leo Swayze

Port St. Lucie, Florida Facility

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.D

PROOF OF FINANCIAL RESPONSIBILITY



459 N.W. Prima Vista Blvd. • Port St. Lucie, FL 34983 • (772) 340-4990 • Fax (772) 340-7996
Email: frisciaeng@comcast.net

January 31, 2013

Amede Dimonnay
Florida Department of Environmental Protection
Solid Waste and Storage Tank Section
Southeast District Office
400 N. Congress Ave., Suite 200
West Palm Beach, FL 33401-2913

Re: Liberty Tire Recycling, LLC
9675 Range Line Road
Port St. Lucie, FL 34987
WTPF Permit No. 41202-WT-004
Closure Costs

Dear Mr. Dimonnay:

Specific Condition 4 of the referenced permit allows a maximum amount of waste tires on the site of 4,963 tons. Following a site visit to the Liberty Tire Recycling processing facility today, I have observed that the amount of tires on the site does not exceed that amount. The amount of tires on site over the next year is also not expected to exceed that amount. I have also reviewed the 2012 Waste Tire Processing Quarterly Report dated January 18, 2013. The basis of the closure cost in this situation is:

4,963 tons
Disposal Cost \$22.79 per ton
Closure Cost \$113,107

This cost is based upon the hauling and loading rates attached. The processed tires will be accepted free of charge. The amount of whole tires on the site is negligible.

If you have any questions, please call.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Friscia", is written over the "Sincerely," and extends down towards the printed name.

Joseph T. Friscia, P.E.

cc: File 8-1122 dep.doc (w/att)
M. Quilty (w/att)

Attachments:

1. Vendor letters (C & J Transport, Inc., Wheelabrator Ridge Energy, Inc.)



Wheelabrator Ridge Energy Inc.

A Waste Management Company

3131 K-Ville Avenue
Auburndale, FL 33823
(863) 665-2255 Tel
(863) 665-0400 Fax

January 11, 2013

Mr. Phil Tuohy
Liberty Tire Recycling
9675 Range Line Road
Port St. Lucie, FL 34987

Dear Phil:

Per your request, Wheelabrator is pleased to provide the following proposal for waste tire disposal in the event of site closure at your facility in Port St. Lucie, Florida.

- Whole Tires – will be accepted for a disposal of \$50 per ton f.o.b. Ridge Generating Station.
- Processed Tires meeting Wheelabrator Ridge Energy's specifications will be accepted free of charge.

If you need any additional information, please let me know.

Sincerely,

Peter Kendrigan
Regional VP

C&J TRANSPORT INC.

1/15/2013

C&J TRANSPORT INC.
PO Box 1878
Faton Park, FL 33540

Phone: 863-859-1848
Fax: 863-858-1702

Phil Tuohy
Liberty Tire Recycling
9675 Range Line Rd
Port St. Lucie, FL 34957

Phil:

The following quote is for the movement of approximately 4,963 tons of whole tires from your facility in Port St. Lucie to Wheelabrator in Auburndale Florida.

Hauling Rate per ton - \$19.79

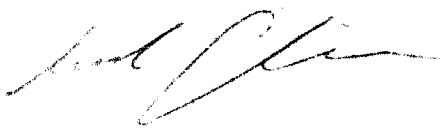
Loading Rate per ton - \$3.00

The rate from your facility in Port St. Lucie to the Cemex facility in Miami is as follows.

Hauling Rate per ton - \$15.00

Loading Rate per ton - \$3.00

Thank you
Mark Childress



cc. Dennis Woods

SURETY BOND RIDER

Facility name: Liberty Tire Recycling, LLC FDEP I.D. Number: 00070963

To be attached to and form part of performance bond number 301053, originally effective on April 1, 2010, for Liberty Tire Recycling, LLC, as Principal, and Ohio Indemnity Company, as Surety(ies), in favor of the Florida Department of Environmental Protection (FDEP), as Obligor. It is understood and agreed that the bond is amended as follows:

(Check appropriate boxes below and complete.)

☒ Increase Penal Sum from \$ 25,000.00 to \$ 113,107.00.

"Increase" or "Decrease"

New Required Action Amounts* - Closing: \$ 113,107.00 Long-Term Care: \$ _____

* - Reductions, in accordance with the terms of the bond and FDEP regulations, require prior written permission from the FDEP Tallahassee office. Authorization will be addressed to Surety or Surety's agent and will specify bond to be changed.

☐ Change _____ name from _____
"Principal" or "Facility"
to _____

☐ Change Co-surety Liability Limits to \$ _____ for _____
Surety Company
and \$ _____ for _____
Surety Company

☐ Other: _____

Said Bond shall be subject to all its terms, conditions and limitations, except as herein expressly amended. This rider shall become effective on December 15, 2011. This rider is executed on December 15, 2011. IN WITNESS WHEREOF,
Ohio Indemnity Company

has caused its corporate seal to be hereunto affixed.

Surety Company(ies)

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond rider on behalf of the Principal and Surety(ies).

Signature of Authorized Representative of Principal

Jeffrey D. Kendall, Manager

Type Name and Title

Signature of Authorized Representative of Surety (Attach Power of Attorney)

Patricia A. Temple, Attorney-In-Fact

Type Name

Evergreen/UNI
6140 Parkland Boulevard, Suite 300
Mayfield Heights, OH 44124-6106

Address of Authorized Representative

(800) 641-9222

Telephone Number

ptemple@evergreenbonds.com

E-mail Address

OHIO INDEMNITY COMPANY
COLUMBUS, OHIO
POWER OF ATTORNEY

DOCUMENT NO. 3614

POWER NO. 301053

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 7th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint: Patricia A. Temple

as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000).

IN WITNESS WHEREOF, the Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 21st day of April, 2010.

OHIO INDEMNITY COMPANY



BY: *John S. Sokol*
John S. Sokol, President

BY: *Stephen J. Toth*
Stephen J. Toth, Vice President

Notary Public)
State of Ohio)

SS:

On this 21st day of April, 2010, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came John S. Sokol and Stephen J. Toth of the Ohio Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Columbus, Ohio, the day and year above written.



OFFICIAL SEAL
SHERRY E. BIXLER
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN PICKAWAY COUNTY
MY COMMISSION EXPIRES 01/06/2015
Sherry E. Bixler
Sherry E. Bixler, Notary Public
My Commission Expires 01/06/2015

State of Ohio)

SS:

I, the undersigned, Secretary of the Ohio Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force.

Signed and sealed in Columbus, Ohio this 15th day of December, 2011.



BY: *Matthew C. Nolan*
Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

#44058001

Mail Document and Statements to:
Solid Waste Financial Coordinator
Florida Department of Environmental Protection
2600 Blair Stone Road MS 4565
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(5)(h)
Form Title SWM Fac. Standby Trust Fund Agreement
Form Effective Date January 6, 2010
Incorporated In Rule 62-701.630(6)

STATE OF FLORIDA
SOLID WASTE MANAGEMENT FACILITY STANDBY TRUST FUND AGREEMENT
TO DEMONSTRATE FINANCIAL ASSURANCE

Check Appropriate Box(es): ☒ Closing ☐ Long-Term Care ☐ Corrective Action

TRUST AGREEMENT, the "Agreement," entered into as of 04/06/2010, by and between
Date
Liberty Tire Recycling, LLC, a Delaware
Name of Owner or Operator Name of State
limited liability company, the "Grantor," and First Commonwealth Bank
Legal Entity Type (e.g., proprietorship, partnership, corporation) Name of Corporate Trustee
1047 Franklin Street, Johnstown, PA 15905
Address of Corporate Trustee
incorporated in the state of Pennsylvania, the "Trustee."
Insert above "Incorporated in the state of [state]" or "a national bank"

WHEREAS, the Florida Department of Environmental Protection (FDEP), an agency of the state of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a solid waste management facility shall provide assurance that funds will be available when needed for the "Required Action" of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "FDEP" means the Florida Department of Environmental Protection, an Agency of the state of Florida or any successor thereof.
- (d) The term "Required Action," as used in this document means closing, long-term care, or corrective action, or any combination of these, which is checked above.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.
On Schedule A, for each facility list the FDEP Identification Number, facility name, site address, and the current Required Action cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement.

Section 3. Standby Trust. This Trust shall remain dormant until funded with the proceeds from financial instrument(s) as directed by the FDEP or from any other source. The Trustee shall have no duties or responsibilities beyond safekeeping this document. Upon funding, this Trust shall become active and be administered pursuant to the terms of this instrument.

Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. Any property transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the FDEP.

Section 5. Payment for Closure, Post-Closure Care, and Corrective Action. The Trustee shall make payments from the Fund as the FDEP Secretary, or the Secretary's designee (the "designee"), shall direct, in writing, to provide for the payment of the costs of Required Action of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the FDEP Secretary, or designee, from the Fund for Required Action expenditures in such amounts as the FDEP Secretary, or designee, shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary, or designee, specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and may consist solely of proceeds from financial instrument(s) as directed by the FDEP.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Power of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with

certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 11. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Secretary of the FDEP, or designee, a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the FDEP Secretary, or designee, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 13. Trustee Compensation. The Trustee is authorized to charge against the principal of the Trust its published Trust fee schedule in effect at the time services are rendered.

Section 14. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, FDEP Secretary, or designee, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 10.

Section 15. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary, or designee, to the Trustee shall be in writing, signed by the FDEP Secretary, or the designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP, except as provided for herein.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary, or designee, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The persons whose signatures appear below hereby certify that the wording of this Agreement is identical to the wording as adopted and incorporated by reference in 62-701.900, F.A.C.

GRANTOR

Signature of Grantor

Jeffrey D. Kendall, Manager

Type Name and Title

(412) 562-1700

Telephone Number

jkendall@libertytire.com

E-mail Address

TRUSTEE

Signature of Trustee

Brenda Alabran Vice President, Trust Officer III

Type Name and Title

(724) 463-6580

Telephone Number

balabran@fcbanking.com

E-mail Address

Signature of Notary

NOTARY SEAL
COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

JANICE SEARS, Notary Public
Indiana Boro., Indiana County

My Commission Expires June 5, 2012

**CERTIFICATION OF ACKNOWLEDGMENT FOR
SOLID WASTE MANAGEMENT FACILITY STANDBY TRUST FUND AGREEMENT**

State of Pennsylvania County of Allegheny

The foregoing instrument was acknowledged before me this 7th day of April, 2010,

by Jeffrey D. Kendall as Manager of

Name of person

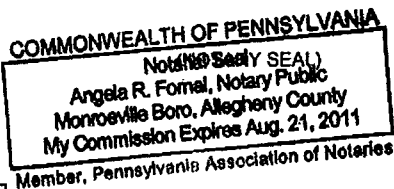
Title

Liberty Tire Recycling, LLC

Owner or Operator

, the legal entity described in and which executed
the above instrument.

Angela R. Fomal
Signature of Notary Public



Personally Known ☒ or Produced Identification ☐

Type of Identification Produced _____

SCHEDULE A

This Agreement demonstrates financial assurance for cost estimate(s) on file with FDEP for the following facility(ies).

Indicate Required Action amounts for each facility separately.

<u>FDEP I.D. No.:</u>	<u>WACS Facility #00070963</u>	<u>Required Action</u>	<u>Amount</u>
<u>Facility Name:</u>	<u>Liberty Tire Recycling, LLC</u>	<u>Closing:</u>	<u>\$ 25,000.00</u>
<u>Site Address:</u>	<u>9675 Randge Line Road</u>	<u>Long-term Care:</u>	<u>\$ _____</u>
	<u>Port St. Lucie, FL 34987</u>	<u>Corrective Action:</u>	<u>\$ _____</u>

EXHIBIT A

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed by one of the following persons:

Jeffrey D. Kendall, Manager

Type Name and Title

Donald E. Rea, Member

Type Name and Title

Charles A. Russell, Member

Type Name and Title

STATE OF FLORIDA SOLID WASTE MANAGEMENT FACILITY PERFORMANCE BOND TO DEMONSTRATE FINANCIAL ASSURANCE

The term "Required Action" as used in this document means closing, long-term care, or corrective action, or any combination of these, which is identified below.

Check Appropriate Box(es): ☒ Closing ☐ Long-Term Care ☐ Corrective Action

Date bond executed: March 31, 2010

Effective date: April 1, 2010

Principal is a Limited Liability Company
Type of Legal Entity (e.g., proprietorship, partnership, corporation)

Principal: Liberty Tire Recycling, LLC
Legal Name of Owner or Operator

625 Liberty Avenue, Suite 3100, Pittsburgh, PA 15222
Business Address of Owner or Operator

Surety(ies): Ohio Indemnity Company
Name as listed on Treasury Circular 570

250 East Broad Street, 7th Floor, Columbus, Ohio 43215
Business Address

Ohio
State of Incorporation of Surety

List for each facility covered by this surety bond: FDEP identification number, name & site address, and indicate "Required Action" amounts.

<u>FDEP I.D. No.</u>	<u>Facility Name and Site Address</u>	<u>Required Action</u>	<u>Amount</u>
00070963	Liberty Tire Recycling, LLC 9675 Range Line Road Port St. Lucie, FL 34987	Closing:	\$ <u>25,000.00</u>
		Long-term Care:	\$ _____
		Corrective Action:	\$ _____

Total penal sum of bond: \$ 25,000.00

Surety's bond number: 301053

Bond premium: \$ 625.00

Know All Persons By These Presents, That we, the Principal and Surety(ies) hereto are firmly bound to the Florida Department of Environmental Protection (hereinafter called FDEP), in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

WHEREAS, said Principal is required, under the Florida Solid Waste Management Act as amended, to have a permit in order to construct, operate or close each solid waste management facility identified above, and

WHEREAS, said Principal is required to provide financial assurance for the "Required Action," as a condition of the permit(s), and

WHEREAS, said principal shall establish a standby trust fund as is required when a surety bond is used to provide such financial assurance;

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully perform closing, whenever required to do so, of each facility for which this bond guarantees closing, in accordance with the closing plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform long-term care of each facility for which this bond guarantees long-term care, in accordance with the long-term care plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

And, if the Principal shall faithfully perform corrective action, whenever required to do so, of each facility for which this bond guarantees corrective action, in accordance with the corrective action plan and other requirements of the permit, as such plan and permit may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance and obtain the FDEP Secretary's, or the Secretary's designee's (the "designee"), written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the FDEP Secretary, or designee, from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the FDEP Secretary, or designee, that the Principal has been found in violation of the closing requirements for a facility for which this bond guarantees

performance of closing, the Surety(ies) shall either perform closing in accordance with the closing plan and other permit requirements or place the closing amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.

Upon notification by the FDEP Secretary, or designee, that the Principal has been found in violation of the long-term care requirements of a facility for which this bond guarantees performance of long-term care, the Surety(ies) shall either perform long-term care in accordance with the long-term care plan and other permit requirements or place the long-term care amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.

Upon notification by the FDEP Secretary, or designee, that the Principal has been found in violation of the corrective action requirements for a facility for which this bond guarantees performance of corrective action, the Surety(ies) shall either perform corrective action in accordance with the corrective action plan and other permit requirements or place the corrective action amount guaranteed for the facility into the standby trust fund as directed by the FDEP Secretary, or designee.

Upon notification by the FDEP Secretary, or designee, that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the FDEP Secretary, or designee, during the 90 days following receipt by both the Principal and the FDEP Secretary, or designee, of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the facility(ies) into the standby trust fund as directed by the FDEP Secretary, or designee.

The Surety(ies) hereby waive(s) notification of amendments to closure plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and to the FDEP Secretary, or designee; provided, however, that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the FDEP Secretary, or designee, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the FDEP Secretary, or designee.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond yearly so that it guarantees a new "Required Action" amount, provided that the penal sum does not increase by more than 20 percent in any one year, and no decrease in the penal sum takes place without the written permission of the FDEP Secretary, or designee.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies), and that the wording of this surety bond is identical to the wording as adopted and incorporated by reference in Rule 62-701.900, F.A.C.

PRINCIPAL

Signature of Authorized Representative of Principal

Date

Jeffrey D. Kendall, Manager

Type Name and Title

(412) 562-1700

Telephone Number

jkendall@libertytire.com and afornal@libertytire.com

E-mail Address

Angela R. Fornal

Signature of Notary

Notary Seal

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Angela R. Fornal, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Aug. 21, 2011

Member, Pennsylvania Association of Notaries

CORPORATE SURETY(IES)

Provide the following for each surety (co-surety). Attach pages as needed.

(SURETY SEAL)

Signature of Authorized Representative of Surety (Attach Power of Attorney)

Patricia A. Temple, Attorney-In-Fact

Type Name and Title

Ohio Indemnity Company

Surety Company

N/A

Liability Limit (for co-sureties only)

Evergreen/UNI
6140 Parkland Boulevard, Suite 321
Mayfield Heights, OH 44124-6106

Address of Authorized Representative

(800) 641-9222

Telephone Number

ptemple@evergreenbonds.com

E-mail Address

OHIO INDEMNITY COMPANY
Columbus, Ohio 43215

PRINCIPAL Liberty Tire Recycling, LLC EFFECTIVE DATE April 1, 2010

CONTRACT AMOUNT _____ AMOUNT OF BOND \$ 25,000.00

POWER NO. 301053

KNOW ALL MEN BY THESE PRESENTS, that Ohio Indemnity Company, a corporation organized and existing under the laws of the State of Ohio with its principal office at 250 East Broad Street, 10th Floor, Columbus Ohio 43215, by and through the undersigned, its President, does hereby nominate, constitute and appoint Kathleen P. Price, Patricia A. Temple, Nicole Skedel, Kathy Goe, Julie Bowers, Maria Jackson, Sandra D. Cikraji, and Daniel J. Clark as its true and lawful Attorneys-in-Fact to make, execute, attest, seal, acknowledge and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed Five Million Dollars (\$5,000,000).

IN WITNESS WHEREOF, Ohio Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officer this 23rd day of July, 2008.

(Corporate Seal)

OHIO INDEMNITY COMPANY

By: 

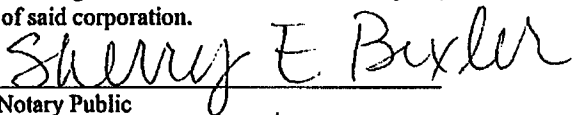
John S. Sokol, President

State of Ohio
County of Franklin

On this 23rd day of July, 2008, before the subscriber, a Notary Public in and for this County and State, personally appeared John S. Sokol, to me personally known to be the individual and officer described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that he is the President of Ohio Indemnity Company, and that the seal affixed to the preceding instrument is the corporate seal of said corporation, and the said corporate seal and signature as said officer were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.



OFFICIAL SEAL
SHERRY E. BIXLER
NOTARY PUBLIC, STATE OF OHIO
RECORDED IN PICKAWAY COUNTY
MY COMMISSION EXPIRES
01-06-10


Notary Public

Commission expires: 1/6/2010

I, the undersigned, Secretary of Ohio Indemnity Company, a stock corporation of the State of Ohio, do hereby certify that the foregoing Power of Attorney remains in full force.

Signed and sealed this 31st day of March, 2010.


Matthew C. Nolan, Secretary

Any reproduction or facsimile of this form is void and invalid.

OHIO INDEMNITY COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of Florida Insurance Code for the issuance of a Property And Casualty Insurer Certificate Of Authority and remains subject to the laws of Florida.

Date of Issuance: February 22, 1989

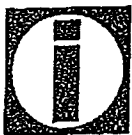
No. 05 - 310620146

Florida
Office
of Insurance
Regulation



A handwritten signature in black ink, appearing to read "Kevin M. McCarty".

Kevin M. McCarty
Commissioner
Office of Insurance Regulation



OHIO INDEMNITY COMPANY

OHIO INDEMNITY COMPANY Certificate 2009

The following financial information was excerpted from the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance on February 24, 2010:

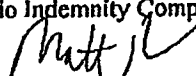
STATEMENT OF INCOME

Direct Written Premium	68,032,252
Reinsurance Assumed	5,018,514
Reinsurance Ceded	<u>(31,608,265)</u>
Net Written Premium	41,442,501
Change in Unearned	<u>2,247,505</u>
Net Earned Premium	43,690,006
Losses and LAE Incurred	21,230,926
Other Underwriting Expenses	<u>17,517,452</u>
Underwriting Gain	4,941,628
Net Investment Gain	2,286,320
Other Income	<u>163,023</u>
Income Before Federal Income Tax	7,390,971
Federal Income Tax	<u>2,090,010</u>
Net Income	<u>\$ 5,300,961</u>

BALANCE SHEET

<u>Assets</u>	\$ 93,018,697
Cash and Invested Assets	1,085,096
Accrued Investment Income	4,264,852
Uncollected Premium and Agents' Balances	1,446,362
Reinsurance Recoverable	1,950,735
Net Deferred Tax Asset	<u>278,303</u>
Other Assets	<u>\$102,044,045</u>
Total Assets	
<u>Liabilities and Surplus</u>	\$10,520,543
Loss and LAE Reserves	4,450,000
Reinsurance Payable	2,050,439
Commissions Payable	21,467,998
Unearned Premium	<u>18,366,859</u>
Other Liabilities	56,855,839
Total Liabilities	<u>45,188,206</u>
Surplus	<u>\$ 102,044,045</u>
Total Liabilities and Surplus	

I hereby certify that the above information is that contained in the Statutory Annual Statement filed by Ohio Indemnity Company with the Ohio Department of Insurance for the year ending December 31, 2009.


Matthew C. Nolan, CFO

250 East Broad Street
Tenth Floor
Columbus, OH 43215-3708
(614) 228-2800 • (800) 628-8581
www.ohioindemnity.com

**Liberty Tire Recycling, LLC
Port St. Lucie, Florida Facility**

Renewal Application for Waste Tire Processing Facility Permit No. 41202-WT-004

Attachment for Part III.G

CHECK FOR PERMIT FEE

FILE COPY



FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Southeast District Office
400 North Congress Avenue, 3rd Floor
West Palm Beach, FL 33401
561-681-6600

RICK SCOTT
GOVERNOR

JENNIFER CARROLL
LT. GOVERNOR

HERSCHEL T. VINYARD JR.
SECRETARY

Date Received:

Financial Data Form

Due Date:

Project Source Name:

Liberty Tire Recycling

Type Code:

WT

Sub: Code:

02

GP:

Exempt:

Correct Fee:

☒

Amount Received:

Amount of Refund:

Processors' Initial:

[Signature]

Date Returned for Processing:

Data Entry Initials:

SH

Date:

4/22/13

Comments:

0041202.005

8/4/94

LIBERTY TIRE SERVICES, LLC
1251 WATERFRONT PLACE, 4TH FLOOR
PITTSBURGH, PA 15222

COMERICA BANK
DETROIT, MICHIGAN
9-9-720

108899

PAY

One thousand two hundred fifty and xx / 100 Dollars

TO THE
ORDER
OF

Florida Department of Environmental
Protection
2600 Blair Stone Road, MS 4550
Tallahassee, FL 32399
USA

DATE
3/22/2013

CHECK
0000108899

AMOUNT
*****1,250.00

[Signature]
VOID AFTER 180 DAYS
AUTHORIZED SIGNATURE

Security Features. Details on back.

FILE COPY