



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

October 31, 2008

Tony Cellucci
Clean Harbors Florida LLC
PO Box 859048
Braintree, MA 2185-9048

Re: Florida Hazardous Waste Transporter Approval

Dear Tony Cellucci:

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

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

Tony Cellucci
October 31, 2008
Page Two

If you intend to operate a hazardous waste transfer facility, you must submit a Transfer Facility Form [Form 62-730.900(6)]. Notification also must include a contingency and emergency plan and a facility closure plan in accordance with Rule 62-730.171(3)(a), F.A.C. The owner or operator must also demonstrate to the satisfaction of the Department that the location complies with the relevant siting requirements listed in section 403.7211(2) Florida Statutes (F.S) before the location is used as a transfer facility.

If you are currently operating an authorized 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 the Department, must be maintained at the transfer facility in accordance with Rule 62-730.171(6), F.A.C.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Neves". The signature is written in a cursive style with a large initial "R".

Richard Neves
Hazardous Waste Management Section

RN

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



Florida Department of Environmental Protection

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

Charlie Crist
Governor

Jeff Kottkamp
Lt. Governor

Michael W. Sole
Secretary

HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF APPROVAL

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

TRANSPORTER: Clean Harbors Florida LLC

FACILITY ID NO: FLD980729610

FACILITY ADDRESS: 170 Bartow Municipal Arprt
Bartow, FL 33830-9572

INSURANCE CARRIER: ZURICH AMERICAN INSURANCE

INSURANCE POLICY#: BAP6681231-02

EFFECTIVE DATE: November 01, 2008

EXPIRATION DATE: November 01, 2009

APPROVED TRANSFER FACILITY: YES

APPROVAL ISSUED BY: *Richard Neves* DATE: October 31, 2008

Richard Neves
Hazardous Waste Management Section
850/245-8755

TRANSFER FACILITY NOTIFICATION FORM

This form must be completed as required in Florida Administrative Code Rule 62-730.171(3) by transfer facilities storing hazardous waste in accordance with Florida Administrative Code Rule 62-730.171. All information must be typed or printed clearly.

I. Transporters identification:

Company Name Clean Harbors Environmental Services, Inc.

E.P.A.ID No. FLD980729610

Company Mailing Address Po Box 9149

Norwell, MA 02061-9149

Principal Contact Rita Powers

Phone Number (781) 792-5764

II. Transfer Facility Identification:

Name of Facility Clean Harbors Florida, LLC

Street Address 170 Bartow Municipal Airport

Bartow, FL 33830

Latitude 27 57' 05" N Longitude 81 47' 09" W

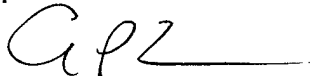
County Polk Storage Volume Haz waste- 72,600 gals

III. Certification:

South building- 106,920 gal
North building- 136,400 gal

I certify under penalty of law that the above information is accurate and complete. As the owner or operator of the above-referenced hazardous waste transfer facility, I am aware that this facility must comply with the requirements of Florida Administrative Code Rule 62-730.171.

Anthony P. Cellucci Vice President/Transportation Compliance
Print/Type Name Title



10/14/08

Signature of Authorized Representative Date Signed

STATE OF FLORIDA
HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF LIABILITY
INSURANCE

1. Zurich American Insurance Company
(Name of Insurer)

(the "Insurer"), of 60 State Street, Boston, MA
(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

Clean Harbors Environmental Services, Inc. and its affiliates
(Name of Insured)

(the "Insured"), of 42 Longwater Drive, Norwell, MA 02061
(Address of Insured)

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

<u>EPA/DEP I.D. No.</u>	<u>Name</u>	<u>Location</u>
MAD039322250	Clean Harbors Environmental Services, Inc.	Norwell, MA
FLD980729610	Clean Harbors Florida, LLC.	Bartow, FL
FLR000134049	Clean Harbors Environmental Services, Inc.	Miramar, FL

(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 \$ 5,000,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number BAP668123102, issued on 11/1/08.
(date)

The effective date of said policy is 11/1/08 and the expiration date of said policy is 11/1/09.
(date)

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, exclusive of legal defense costs. The coverage is provided under policy number _____, issued on _____. The effective date of said policy is _____ and the expiration date of said policy is _____.
(date)

2. The Insurer further certifies the following with respect to the insurance described in Paragraph 1:

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy.

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

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

Robert C. Toner 10/28/08
 (Signature of Authorized Representative of Insurer)

Robert C. Toner
 (Typed name)

Assistant Vice President
 (Title)

Authorized Representative of
Zurich American Insurance Company
 (Name of Insurer)

60 State Street, Boston, MA
 (Address of Representative)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE 10/29/2008

PRODUCER 877-945-7378 Willis North America, Inc. 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		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.	
		INSURERS AFFORDING COVERAGE	NAIC#
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061		INSURER A: Zurich American Insurance Company	16535-002
		INSURER B: American Guarantee and Liability Insuranc	26247-003
		INSURER C: Steadfast Insurance Company	26387-001
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	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 checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GLO 9681229-02	11/1/2008	11/1/2009	EACH OCCURRENCE	\$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 2,000,000
					GENERAL AGGREGATE	\$ 3,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	BAP 6681231-02	11/1/2008	11/1/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	AUC4275262-04	11/1/2008	11/1/2009	EACH OCCURRENCE	\$ 10,000,000
					AGGREGATE	\$ 10,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 9681232-02	11/1/2008	11/1/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER	
					E.L. EACH ACCIDENT	\$ 2,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	OTHER Contractors Pollution Liability	PEC 3656681-13 CPL	11/1/2008	11/1/2009	\$10,000,000 Each Claim \$10,000,000 All Claims	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Renewal of hazardous waste transporter permits

Environmental Impairment Liability

Policy Number: PLC374393609

Carrier: Steadfast Insurance Company 26387

Policy Term: 11/1/08-11/1/09

Limits: \$10,000,000 Each Claim / \$10,000,000 Aggregate

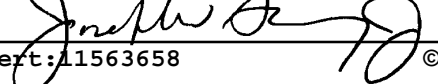
CERTIFICATE HOLDER

Florida Dept. of Environmental Protection
 Hazardous Waste Management
 2600 Blair Stone Road
 Tallahassee, FL 32399-2400

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

Form Approved
OMB No. 2125-0074

Issued to Clean Harbors Environmental Services, Inc _____ of Norwell, MA _____

Dated at Boston, MA _____ this 27th _____ day of October _____, 2008 _____

Amending Policy No. BAP6681231-02 _____ Effective Date 11/1/2008 _____

Name of Insurance Company Zurich American Insurance Company _____

Telephone Number (617)570-8800

Countersigned by Chris D. DeLo
Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "", 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 Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

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 the notice is received by the ICC at its office in Washington, D.C.).

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 Motor Carrier Act of 1980 requires limits of financial responsibility according to the 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 ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.

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

**SCHEDULE OF LIMITS
Public Liability**

Type of Carriage	Commodity Transported	Minimum Insurance
(1) For-hire (In interstate or foreign commerce).	Property (nonhazardous).	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate 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 Divisions 1.1, 1.2, and 1.3 materials; any quantity of Division 2.3 Hazard Zone A or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	5,000,000
(3) For-hire and Private (In interstate or foreign commerce: in any quantity) or (In intrastate commerce: in bulk only).	Oil listed in 49 CFR 172.101, 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 Division 1.1, 1.2 or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of Class 7 material as defined in 49 CFR 173.403.	5,000,000

Note: The type of carriage listed under (1), (2), and (3) applies 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.

**SCHEDULE OF LIMITS
Public Liability**

For-hire motor carriers of passengers operating in interstate or foreign commerce

Vehicle Seating Capacity	Minimum Insurance
(1) Any vehicle with a seating capacity of 16 passengers or more.	\$ 5,000,000
(2) Any vehicle with a seating capacity of 15 passengers or less.	1,500,000