



# Florida Department of Environmental Protection

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

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

November 20, 2009

Harry Lux  
Tropical Shipping & Construction Co Ltd  
5 E 11th St  
Riviera Beach, FL 33404- 6920

## BE IT KNOWN THAT

Tropical Shipping & Construction Co Ltd  
5 E 11th St  
Riviera Beach, FL 33404- 6920

## IS HEREBY REGISTERED AS A USED OIL

Transporter

pursuant to Chapter 62-710, Florida Administrative Code (F.A.C)  
The Department of Environmental Protection hereby issues  
Registration Number **FLR000095737** on November 20, 2009  
Insurance Carrier: **STATE GOVERNMENT EXEMPT**

**This registration will expire on 06/30/2010**

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

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



**9. Type of Regulated Waste Activity ( Mark 'X' in all that apply):****A. Hazardous Waste Activities:****(1) Generator of Hazardous Waste**

(Choose only one of the following three categories.)

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

In addition, indicate other generator activities that apply.

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

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

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

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

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

**(3) Recycler of Hazardous Waste (at your facility)**Specify:  Commercial;  Non-Commercial.  
A permit is required for storage prior to recycling.**(4) Exempt Boiler and/or Industrial Furnace**

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

**(5) Person Authorized to Manage Conditionally Exempt Waste Generated at Other Facilities - Choose this management activity ONLY if you attach EITHER a copy of your application for such authorization OR the authorization you received from FDEP.****(6) Underground Injection Control - Mark an 'X' even if the UIC well at your facility does not receive hazardous waste.****(7)  Transporter of Hazardous Waste [ Note: A Certificate of Liability Insurance is required along with this registration.]**  
Registration must be renewed annually.  a. For own waste only  b. For commercial purposes**c. Hazardous Waste Transporter Insurance Information**Insurance Company TT Club Mutual Insur.,LTD / British MarineAddress International House / Walsingham House26 Creechurch Lane, London, UK, EC3A5BA / 35 Seething Lane, London, UK,

Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Policy Number T0625/2009/001Expiration date 12/31/2009d. **Transportation Mode**  Air  Rail  Highway  Water  Other - specify \_\_\_\_\_e.  **Hazardous Waste Transfer Facility:** Storage Volume N/A **Initial notification**

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

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

EPA ID No.

**B. Universal Waste (UW) Activities (Mark 'X' in all that apply) ("accumulated" means at any one time):**

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

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

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

(4) Reverse Distributor of UW  Pharmaceuticals  Lamps  Devices

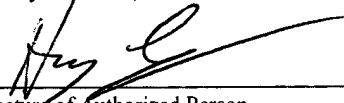
(5) Destination Facility for UW  Note: for this activity, a facility must treat, dispose or recycle a UW. A permit is required for storage prior to recycling.

**C. Used Oil Activities:**

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

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

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



Signature of Authorized Person

Harry Lux

Print Name of Authorized Person

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

A check is enclosed.

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

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

EPA ID No.

D. Other State Regulated Waste Activities:

Petroleum Contact Water (PCW) Handler [Chapter 62-740, F.A.C.]

Note: A water facility permit may be required for this activity.

10. Waste Codes for Federally Regulated Hazardous Wastes: List the waste codes of the Federal hazardous wastes handled at your facility. List them in the order they are presented in the regulations (e.g., D001, D003, F007, U112).

Hazardous waste transporters list codes routinely or usually transported. Use an additional page if more spaces are needed.

1	K048	2	K049	3	K050	4	K051	5	K052	6	K169	7	K170
8	K171	9	K172	10		11		12		13		14	
15		16		17		18		19		20		21	
22		23		24		25		26		27		28	

11. Other Status Changes (Mark 'X' in all that apply):

A. Non-Handler of Regulated Waste at This Facility

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

B. Facility Closed

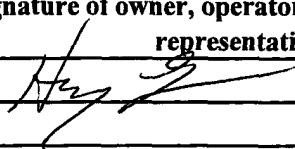
- (1) Closed at this location and moved or moving to another - submit a new Form 8700-12FL for the new location if you will be handling regulated waste there.
- (2) Out of Business - Business closed on \_\_\_\_\_ (Date). Please provide a contact person, mailing address, and phone number where you can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

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

C. Property Tax Default

D. Petition for Bankruptcy Protection

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

Signature of owner, operator, or an authorized representative	Print Name and Title	Date Signed (mm-dd-yyyy)
	Harry Lux, Safety & Environmental Mgr.	11-02-2009

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

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

13. Comments:

Tropical Shipping & Construction Company, LTD, a foreign flagged vessel operator, is applying for an EPA Hazardous Waste Transporter ID# as a WATER CARRIER only.

Please note that the British Marine insurance coverage handles all the ship issues, and the TT Club covers shore operations.

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Société Anonyme RCS 71026



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UK Branch  
Walsingham House  
35 Seething Lane  
London EC3N 4DQ

**British Marine Luxembourg S.A.**

**PROTECTION & INDEMNITY**

**POLICY OF INSURANCE**

**No.: 0032000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY

To: Tropical Shipping & Construction Company Limited (Owner)

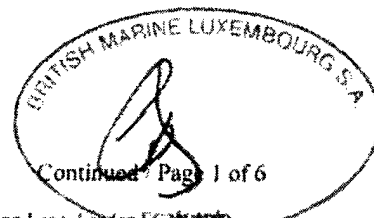
### SCHEDULE

Name of Ship	Gross Tonnage	Year of Build
TROPIC LURE	1,827	1983

#### Evidence of Insurance Clause

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.



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**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00326000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

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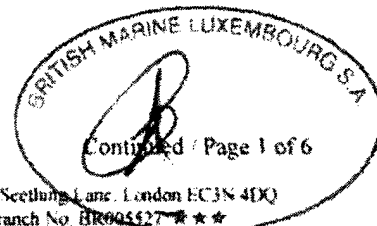
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC MIST	1,827	1983

Evidence of Insurance Clause

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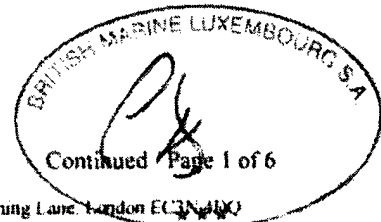
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC NIGHT	1,561	1976

Evidence of Insurance Clause

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**POLICY OF INSURANCE**  
**No.: 00328000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

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This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

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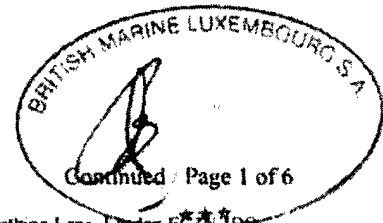
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC OPAL	1,561	1979

Evidence of Insurance Clause

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**POLICY OF INSURANCE**  
**No.: 00329000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

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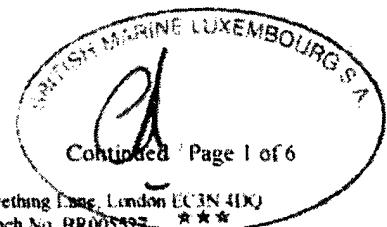
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC PALM	3,048	1978

Evidence of Insurance Clause

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**POLICY OF INSURANCE**  
**No.: 00330000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

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This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s)

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
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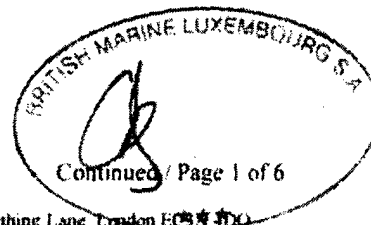
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC SUN	6,536	1992

Evidence of Insurance Clause

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**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00331000001**

Period of Insurance Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to, herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

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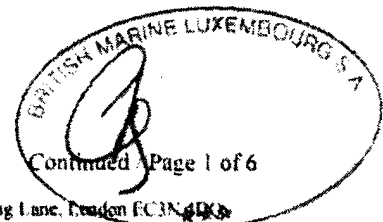
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC TIDE	6,536	1993

Evidence of Insurance Clause

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Société Anonyme RUS 71026



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London EC3N 4DQ

**British Marine Luxembourg S.A.**  
**PROTECTION & INDEMNITY**  
**POLICY OF INSURANCE**  
**No.: 00332000001**

Period of Insurance: Noon (GMT) on 20 February, 2009 to Noon (GMT) on 20 February, 2010.

In consideration of the premium payable in respect of this insurance, the Insurer undertakes to indemnify the Assured for all liabilities, losses, costs or expenses that the Assured, in the capacity agreed in respect of the Insured Vessel(s) named in this policy, is liable to pay, in respect of the liabilities, risks or events referred to herein.

This insurance covers only liabilities, losses, costs or expenses which arise out of events which occur during the policy period, in respect of the Assured's interests in the Insured Vessel(s) and only in connection with the operation of the Insured Vessel(s).

**THE ATTACHED CLAUSES AND ENDORSEMENTS FORM PART OF  
THIS POLICY**

To: Tropical Shipping & Construction Company Limited (Owner)

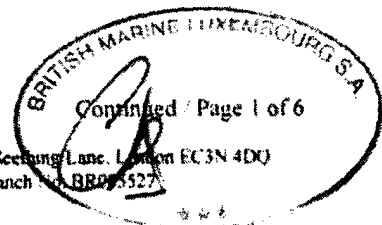
**SCHEDULE**

Name of Ship	Gross Tonnage	Year of Build
TROPIC UNITY	10,857	2002

Evidence of Insurance Clause

The Policy of Insurance or any Endorsement hereto is evidence only of the contract of indemnity insurance between the above named Assured(s) and the Insurer and shall not be construed as evidence of any undertaking, financial or otherwise, on the part of the Insurer to any other party.

In the event that an Assured tenders this Policy/Endorsement as evidence of insurance under any applicable law relating to financial responsibility, including but not limited to the Oil Pollution Act 1990 or any similar Federal or State Laws, or otherwise shows or offers it to any other party as evidence of insurance, such use of the Policy/Endorsement by the Assured is not to be taken as any indication that the Insurer thereby consents to act as guarantor or to be sued directly in any jurisdiction whatsoever. The Insurer does not so consent.



# Confirmation of Insurance

Issue Date: 31 December 2008

**Assured**

Tropical Shipping & Construction Co. Ltd.  
 Tropical Shipping USA, LLC and Birdsell, Inc.  
 4 East Port Road, Suite 411  
 Riviera Beach, FL 33404

Assured's Policy of Insurance Number: T0825/2008/001

This confirmation is issued as a matter of information only and confers no rights upon the holder, nor does it amend, extend or alter the insurance coverage afforded.

Insurer ("The Association")  
 TT Club Mutual Insurance Ltd.  
 International House, 26 Creechurch Lane,  
 London EC3A 5BA  
 United Kingdom

Issuer (on behalf of the Association)  
 Through Transport Mutual Services (Americas)  
 Harborside Financial Center  
 Plaza Five, Suite 2710  
 Jersey City, NJ 07311

This is to confirm that the Assured is presently insured by the Association under the above mentioned Policy of Insurance in accordance with the standard Insurance Clauses of the Association for the Cover stated below (a copy is available on request) and the terms and conditions of the Assured's insurance against the following principal risks:

V A L I D	Risks Insured under Cargo Handling Facility Cover		Limit of Liability (each Accident)
	Clause/Paragraph		
X	C1	Liabilities for Cargo and Customer's Ships or other property	USD 5,000,000
	1.1	Cargo	
	1.2	Customer's other Property	
	1.3	Customer's Ships	
	C2	Errors and Omissions Liability	USD 1,000,000 (annual aggregate)
	C3	Third Party Liabilities	USD 5,000,000
	1.1	Loss of Damage to Third Party Property	
	1.2	Death or Bodily Injury of Third Parties other than Employees	
	1.3	Death or Bodily Injury of Employees	
X	C4	Fines and Duty	USD 5,000,000
X	C5	Costs	USD 5,000,000
X	C6	Handling Equipment	USD 5,000,000
X	C8	Property: Loss and Damage	USD 5,000,000
X	C17	Fire Legal	USD 1,000,000 (annual aggregate)
X	C18	Tenants Legal	USD 1,000,000 (Annual Aggregate)

XX  
 XX  
 XX

Account Year: 1 January 2009

Policy Review Date: 31 December 2009

**Confirmation Holder ("Holder")**

XX  
 XX  
 XX  
 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**Cancellation:**

If it should become necessary to cancel the insurance before the Policy Review Date by reason of non payment of amounts due to the Association, the Association will endeavour to send 30 days written notice to the Holder, but failure to send such notice shall impose no obligation or liability of any kind upon the Association, its Managers or their agents or its correspondents

Signed on behalf of the Insurer:

*Laura P. [Signature]*

**Poor Original**