

DEP Form # 17-730.900(5)(a)  
Form Title: HWF Transporter Certificate of  
Liability Insurance  
Effective Date: 1-29-06  
DEP Application #

# STATE OF FLORIDA HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF LIABILITY INSURANCE

1. ACE Property and Casualty Insurance Company  
(Name of Insurer)

(the "Insurer"), of 436 Walnut Street, Philadelphia, PA 19106  
(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

Midwest Environmental Transport, Inc.  
(Name of Insured)

(the "Insured"), of 10163 Cincinnati Dayton Rd., Cincinnati, OH 45241  
(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>
OH0000000539	Midwest Environmental Transport, Inc.	10163 Cincinnati Dayton Rd. Cincinnati, OH 45241

(If coverage is for multiple facilities, identify each facility insured.)

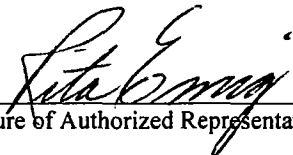
This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000. for each accident, exclusive of legal defense costs. The coverage is provided under policy number H0845310A 004, issued on 03/26/2014.  
(date)

The effective date of said policy is 04/01/2014 and the expiration date of said policy is 04/01/2015.  
(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 \_\_\_\_\_.  
(date)  
said policy is \_\_\_\_\_ and the expiration date of said policy is \_\_\_\_\_.  
(date) (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.

  
\_\_\_\_\_  
(Signature of Authorized Representative of Insurer)

**Rita Emig**  
\_\_\_\_\_  
(Typed name)

**Underwriting Manager**  
\_\_\_\_\_  
(Title)

Authorized Representative of  
**ACE Property and Casualty Insurance Company**  
\_\_\_\_\_  
(Name of Insurer)

**11575 Great Oaks Way, Ste. 200, Alpharetta, GA 30022**  
\_\_\_\_\_  
(Address of Representative)

**STATE OF FLORIDA  
HAZARDOUS WASTE TRANSPORTER LIABILITY  
ENDORSEMENT**

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences 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>
OH0000000539	Midwest Environmental Transport, Inc.	10163 Cincinnati Dayton Rd. Cincinnati, OH 45241

(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000. for each accident, exclusive of the legal defense costs.

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.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (d) of this Paragraph are hereby amended to conform with subsections (a) through (d):

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(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 this endorsement, whether by the Insurer or the insured and any other termination of this endorsement (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

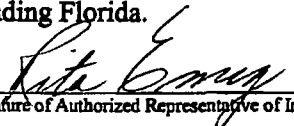
such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.

(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.

Attached to and forming part of policy No. H0845310A 004 issued by  
ACE Property & Casualty Ins. Company, herein called the Insurer, of  
[Name of Insurer]  
436 Walnut Street, Philadelphia, PA 19106 to  
[Address of Insurer]  
Midwest Environmental Transport, Inc. of  
[Name of Insured]  
10163 Cincinnati Dayton Rd., Cincinnati, OH 45241  
[Address of Insured]

this 26th day of March, 20 14. The effective date of said  
(Day) (Month) (Year)  
policy is 1st day of April, 20 14.  
(Day) (Month) (Year)

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

  
[Signature of Authorized Representative of Insurer, who is a Resident Agent of Florida]

Rita Emig

[Type Name]

Underwriting Manager

[Title]

**Authorized Representative of**

ACE Property and Casualty Insurance Company

[Name of Insurer]

11575 Great Oak Way, Ste. 200, Alpharetta, GA 30022

[Address of Representative]

## STATE OF FLORIDA HAZARDOUS WASTE TRANSPORTER CERTIFICATE OF LIABILITY INSURANCE

1. Westchester Surplus Lines Insurance Company  
(Name of Insurer)

(the "Insurer"), of 436 Walnut Street, Philadelphia, PA 19106  
(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

Midwest Environmental Transport, Inc.  
(Name of Insured)

(the "Insured"), of 10163 Cincinnati Dayton Rd., Cincinnati, OH 45241  
(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>
OH0000000539	Midwest Environmental Transport, Inc.	10163 Cincinnati Dayton Rd. Cincinnati, OH 45241

(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 \$ \_\_\_\_\_ for each accident, exclusive of legal defense costs. The coverage is provided under policy number \_\_\_\_\_, issued on \_\_\_\_\_.

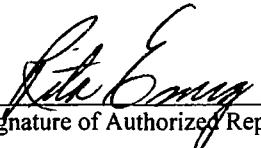
(date)  
The effective date of said policy is \_\_\_\_\_ and the expiration date of said policy is \_\_\_\_\_.  
(date)

This insurance is excess and the company shall not be liable for amounts in excess of \$ 4,000,000. for each accident in excess of the underlying limit of \$ 1,000,000. for each accident, exclusive of legal defense costs. The coverage is provided under policy number G24199885 004, issued on 03/26/2014. The effective date of

(date)  
said policy is 04/01/2014 and the expiration date of said policy is 04/01/2015.  
(date) (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.

  
\_\_\_\_\_  
(Signature of Authorized Representative of Insurer)

**Rita Emig**

\_\_\_\_\_  
(Typed name)

**Underwriting Manager**

\_\_\_\_\_  
(Title)

Authorized Representative of

**Westchester Surplus Lines Insurance Company**

\_\_\_\_\_  
(Name of Insurer)

**11575 Great Oaks Way, Ste. 200, Alpharetta, GA 30022**

\_\_\_\_\_  
(Address of Representative)

**STATE OF FLORIDA  
HAZARDOUS WASTE TRANSPORTER LIABILITY  
ENDORSEMENT**

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences 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>
OH0000000539	Midwest Environmental Transport, Inc.	10163 Cincinnati Dayton Rd. Cincinnati, OH 45241

(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 \$ \_\_\_\_\_ for each accident, exclusive of the legal defense costs.

This insurance is excess and the company shall not be liable for amounts in excess of \$ 4,000,000. for each accident in excess of the underlying limit of \$ 1,000,000. for each accident, exclusive of legal defense costs.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with subsections (a) through (d) of this Paragraph are hereby amended to conform with subsections (a) through (d):

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(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 this endorsement, whether by the Insurer or the insured and any other termination of this endorsement (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

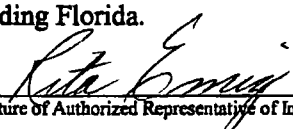
such written notice is received by the Secretary of the FDEP as evidenced by certified mail return receipt.

(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.

Attached to and forming part of policy No. G24199885 004 issued by  
Westchester Surplus Lines Ins. Company, herein called the Insurer, of  
[Name of Insurer]  
436 Walnut Street, Philadelphia, PA 19106. to  
[Address of Insurer]  
Midwest Environmental Transport, Inc. of  
[Name of Insured]  
10163 Cincinnati Dayton Rd., Cincinnati, OH 45241  
[Address of Insured]

this 26th day of March, 2014. The effective date of said  
(Day) (Month) (Year)  
policy is 1st day of April, 2014.  
(Day) (Month) (Year)

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

  
[Signature of Authorized Representative of Insurer, who is a Resident Agent of Florida]

Rita Emig

[Type Name]

Underwriting Manager

[Title]

**Authorized Representative of**

Westchester Surplus Lines Insurance Company

[Name of Insurer]

11575 Great Oak Way, Ste. 200, Alpharetta, GA 30022

[Address of Representative]