

**REVIEWED**

By ashwood\_j at 11:02 am, Dec 30, 2015

RECEIVED  
ENVIRONMENTAL PROTECTION  
DEC 18 2015  
PERMITTING & COMPLIANCE  
ASSISTANCE PROGRAM

**STATE OF FLORIDA  
CERTIFICATE OF LIABILITY INSURANCE  
HAZARDOUS WASTE TRANSPORTER AND USED OIL HANDLER**

1. AIG Specialty Insurance Company  
(Name of Insurer)  
  
(the "Insurer"), of 175 Water Street, New York, NY 10038  
(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

TCI of Alabama, LLC  
(Name of Insured)  
  
(the "Insured"), of 101 Parkway East, Pell City, AL 35125  
(Physical Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-710.600(2) and 62-730.170. The coverage applies at:

| <u>EPA/DEP I.D. No.</u> | <u>Name</u>                | <u>Physical Address</u>                      |
|-------------------------|----------------------------|--|
| <u>AID983167891</u>     | <u>TCI of Alabama, LLC</u> | <u>101 Parkway East, Pell City, AL 35125</u> |

(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 EG14206595, issued on 12/14/2015 (date).

The effective date of said policy is 12/16/2015 and the expiration date of said policy is 12/16/2016 (date).

This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 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 EUG14206596, issued on 12/14/2015 (date). The effective date of said policy is 12/16/2015 and the expiration date of said policy is 12/16/2016 (date).

Mail original completed form to: Department of Environmental Protection For assistance call: 850-245-8707  
2600 Blair Stone Road, Mail Station 4560  
Tallahassee, Florida 32399-2400

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)

**Stephen Gandley**

(Typed name)

**President, Specialty Risk Placement LLC**

(Title)

Authorized Representative of

**AIG Specialty Insurance Company**

(Name of Insurer)

**175 Water Street, New York, NY 10028**

(Address of Representative)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

|  |  |  |                             |               |
|--|--|--|-----------------------------|---------------|
| <b>PRODUCER</b><br>United Assurance, Inc.<br>16-00 Pollitt Dr.<br>Fair Lawn NJ 07410             | RECEIVED<br>ENVIRONMENTAL PROTECTION<br>DEC 18 2015<br>PERMITTING & COMPLIANCE<br>ASSISTANCE PROGRAM | <b>CONTACT NAME:</b><br>PHONE (A/C, No, Ext): 201-797-6600 | FAX (A/C, No): 201-797-4455 |               |
|  |  | <b>E-MAIL ADDRESS:</b> k.cooke@unitedassurance.com         |                             |               |
| <b>INSURED</b><br>TCI of Alabama LLC<br>George Jackson<br>101 Parkway East<br>Pell City AL 35125 | RECEIVED<br>ENVIRONMENTAL PROTECTION<br>DEC 18 2015<br>PERMITTING & COMPLIANCE<br>ASSISTANCE PROGRAM | <b>INSURER(S) AFFORDING COVERAGE</b>                       |                             | <b>NAIC #</b> |
|  |  | INSURER A :AIG Specialty Ins Co                            |                             | 26883         |
|  |  | INSURER B :Commerce & Industry Insurance                   |                             | 19410         |
|  |  | INSURER C :Commerce & Industry Ins.Co.                     |                             | 19410         |
|  |  | INSURER D :Harleysville Group Inc                          |                             |               |
|  |  | INSURER E :  |                             |               |
| INSURER F :  |  |  |                             |               |

**COVERAGES** **CERTIFICATE NUMBER: 1827790591** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD     | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|-----------|--------------|-----------------|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pollution<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: |           |              | EG14206595      | 12/16/2015              | 12/16/2016              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$25,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS   |           |              | 3962435         | 12/16/2015              | 12/16/2016              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$  |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$   |           |              | EGU14206596     | 12/16/2015              | 12/16/2016              | EACH OCCURRENCE \$20,000,000<br>AGGREGATE \$20,000,000<br>\$  |
| C        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | Y/N<br>N N/A | WC 031522535    | 11/30/2015              | 11/30/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                     |
| D        | Equipment  |           |              | CIM00000015219X | 12/1/2015               | 12/1/2016               | Rented Equipment \$500,000<br>Max Per Item \$150,000<br>Deductible \$2,500  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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 DEC 18 2015  
 PERMITTING & COMPLIANCE  
 ASSISTANCE PROGRAM

### CERTIFICATE HOLDER

### CANCELLATION

|   |   |
|---|---|
| Florida Department of Environmental Section<br>2600 Blairstone Rd., MS-4555<br>Tallahassee, FL 32399-2400 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|---|

FOR FMCSA USE ONLY

Docket Number: \_\_\_\_\_

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.



United States Department of Transportation  
Federal Motor Carrier Safety Administration

RECEIVED  
ENVIRONMENTAL PROTECTION  
DEC 18 2015  
EMITTING & COMPLIANCE  
ASSISTANCE PROGRAM

Endorsement for Motor Carrier Policies of Insurance for Public Liability  
under Sections 29 and 30 of the Motor Carrier Act of 1980

### FORM MCS-90

Issued to TCI OF ALABAMA, LLC of 101 PARKWAY E PELL CITY, AL 35125  
*(Motor Carrier name)* *(Motor Carrier state)*

Dated at 175 WATER STREET, NEW YORK, NY 10038 on this 28TH  
day of JULY, 2014 Amending Policy Number: CA 396-24-35 Effective Date 07/16/2014

Name of Insurance Company COMMERCE AND INDUSTRY INSURANCE COMPANY

Countersigned by: [Signature]  
*(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- 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 Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: (212) 458-5000.

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 FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA 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.

**Property Damage** means damage to or loss of use of tangible property.

**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.

**Public Liability** means liability for bodily injury, property damage, and environmental restoration.

*(continued on next page)*

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 Motor Carrier Safety Administration (FMCSA).

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 there-

of, 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.

**SCHEDULE OF LIMITS-PUBLIC LIABILITY**

| Type of carriage   | Commodity transported   | January 1, 1985 |
|--|---|-----------------|
| (1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).   | Property (nonhazardous)   | \$ 750,000      |
| (2) For-hire and Private (In interstate, foreign or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).   | 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 Division 1.1., 1.2, and 1.3 materials. Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, 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; with a gross vehicle weight rating of 10,000 or more pounds). | Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.   | \$ 1,000,000    |
| (4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).   | 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 a Class 7 material as defined in 49 CFR 173.403.   | \$ 5,000,000    |

\*The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

**COVERAGE E-2 - PRODUCTS POLLUTION AND EXPOSURE LIABILITY**

We will pay those sums that the insured becomes legally obligated to pay as loss because of bodily injury, property damage or environmental damage resulting from pollution conditions caused by your product and included in the products-completed operations hazard.

We will also pay those sums that the insured becomes legally obligated to pay as loss because of bodily injury or property damage resulting from ingestion or inhalation of, contact with, or exposure to, any fumes, dust, particles, vapors, liquids or other substances originating from your product and included in the products-completed operations hazard.

**COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY**

We will pay those sums that the insured becomes legally obligated to pay as loss because of bodily injury, property damage, or environmental damage resulting from pollution conditions caused by your work.

**COVERAGE E-4 - TRANSPORTED CARGO**

We will pay those sums that the insured becomes legally obligated to pay as loss because of bodily injury, property damage or environmental damage resulting from pollution conditions caused by an occurrence during the transportation of cargo.

**COVERAGE E EMERGENCY RESPONSE COSTS**

We will pay emergency response costs resulting from pollution conditions caused by: (a) heat, smoke or fumes from a hostile fire, provided Coverage E-1 is purchased; (b) your product, provided Coverage E-2 is purchased; (c) your work, provided Coverage E-3 is purchased; or (d) an occurrence during the transportation of cargo, provided Coverage E-4 is purchased. Emergency response costs must be first incurred by the insured and reported to us during the policy period. The insured must report the emergency response costs to us, in writing and in accordance with Section IV.2. of the Policy and such pollution conditions must be unexpected and unintended from the standpoint of the insured.

Each of the following paragraphs is applicable to Coverages E-1 through E-4:

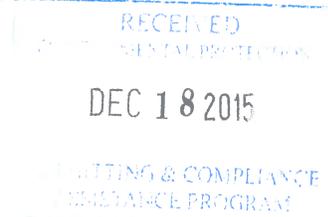
- a. We will have the right and duty to defend the insured, to the extent applicable under each coverage of Section E-1 through E-4, against any suit seeking damages for bodily injury, property damage or environmental damage. However, we will have no duty to defend the insured against any suit seeking those damages to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or suit that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B, medical expenses under Coverage C, or loss under Coverages D or E.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGES A, B and E.

- b. This insurance applies to bodily injury, property damage, or environmental damage only if:
- (1) The bodily injury, property damage, or environmental damage is caused by an occurrence that takes place in the coverage territory; and
  - (2) The bodily injury, property damage or environmental damage occurs during the policy period; and

December 14, 2015



Department of Environmental Protection  
2600 Blair Stone Road, Mail Station 4560  
Tallahassee, Florida 32399-2400

RE: TCI of Alabama, LLC

To whom it may concern:

With respects to insurance coverage for Hazardous Waste Transportation, please be advised that TCI of Alabama, LLC's General Liability policy #EG14206595 and Excess Liability policy #EGU14206596 thru AIG Specialty Insurance Company, would respond in the event of a liability pollution claim.

Please see attached General Liability / Transportation Cargo endorsement policy wording for your reference. Should you have any questions with respects to this coverage, please contact our office at 201-254-1827.

Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and lines, positioned to the left of the typed name.

Jennifer Fugate  
Commercial Lines Account Manager