



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Shawn Hamilton**  
Secretary

04/19/2023

Edward Maylon, General Manager  
Water Recovery LLC  
1819 Albert St  
Jacksonville, FL 32202

The Florida Department of Environmental Protection has reviewed your submittal for a hazardous waste DEP/EPA Identification Number or status/information change.

Based on the information received, you have been issued the following number or reports for **Water Recovery LLC** located at **1819 Albert St, Jacksonville, FL 32202-1103**

DEP/EPA Identification Number: **FLR000069062**

Your facility status is the following: **Very Small Quantity Generator (VSQG), Petroleum Contact Water Management.**

Florida Administrative Code 62-730 requires all persons who generate, transport, recycle, store, or dispose of hazardous waste to notify the department of their hazardous waste activities. You are required to renotify on form 8700-12FL when there are changes in your operations which would affect your status, activity or contact information. Additional hazardous waste information including the 8700-12FL form can be found at:

<https://floridadep.gov/waste/permitting-compliance-assistance/content/hazardous-waste-management-main-page>.

Please note that pending program registrations, certifications, or permits will be sent to you separately.

**To review the details of your status,** visit:

[https://fldeplc.dep.state.fl.us/www\\_RCRA/Reports/handler\\_results.asp?epaid=FLR000069062](https://fldeplc.dep.state.fl.us/www_RCRA/Reports/handler_results.asp?epaid=FLR000069062).

For further assistance, please contact me at (850) 245-8707 or email me at

[Jeff.Gregg@dep.state.fl.us](mailto:Jeff.Gregg@dep.state.fl.us).

Sincerely,

A handwritten signature in blue ink that reads "Sk Valent" with "for" written below it.

Jeff Gregg  
Environmental Manager  
Waste Compliance Assistance Program

ME ID: 36081, Email Address: [emaylon@wrijax.com](mailto:emaylon@wrijax.com)



# 8700-12FL - FLORIDA NOTIFICATION OF REGULATED WASTE ACTIVITY

DEP Waste Management Division—HWRS, MS4560

2600 Blair Stone Rd. Tallahassee, FL 32399-2400

(850) 245-8707

Date Received  
(for FDEP Official Use Only)

EPA ID:

F L R 0 0 0 0 6 9 0 6 2

Please use the instructions document to complete this form  
\* mandatory fields

## 1. Reason for Submittal: (all submitters must complete pages 1 and 2 and sign page 7. Pages 3 through 6 - complete as applicable)

Mark 'X' in  
the correct box\*:

☐ To obtain a new EPA ID number (for hazardous waste, universal waste, used oil activities, or PCW activities).

(must choose one  
if a notification)

☒ To provide updated information for an EPA ID number (to update status and facility identification information).

☐ To provide the final information for an EPA ID number (closing). (see instructions—must complete pages 1, 2, 3, 7)

☐ To obtain new or updating an EPA ID number for conducting Electronic Manifest Broker activities.

☐ Submitting new or revised notification for Part A for permitted facilities.

FL Registration(s)

☐ UW Mercury (see page 4)

☐ HW Transporter (see page 5)

☒ Used Oil (see page 6)

## 2. Facility or Business Name\*:

Water Recovery

## 3. Facility Physical Location Information: (No P.O. Boxes)

Physical Street Address\*:

1819 Albert St.

☐ Vessel

City or Town:

Jacksonville

State:

FL

Zip Code:

32202

County\*:

Duval

Country (if not USA)\*:

## 4. Facility or Business Mailing Address:

☒ Same address as #3 above or\*:

City or Town\*:

State\*:

Zip/Postal Code\*:

Country (if not USA):

## 5. Facility North American Industry Classification System (NAICS) Code(s)\*: (at least 5 digits)

A. | 5 | 6 | 2 | 2 | 1 | 9 | (required)

B. | | | | | | |

C. | | | | | | |

D. | | | | | | |

## 6. Facility or Business RCRA Contact Person: ☒ Same address as #3 above or:

First Name\*:

Edward

Last Name\*:

Maylon

Title\*:

General Manager

Phone Number\*:

904 475 9320

Extension\*:

5332

Fax\*:

904 475 9449

E-Mail\*:

emaylon@wrijax.com

Street or P.O. Box (or same address box is checked)\*:

City or Town\*:

State\*:

Zip Code\*:

Country (if not USA):

<b>RCRA Hazardous Waste Status Notification or Out of Business Notification</b>		EPA ID No.* <b>FLR000069062</b>	
<b>7. Real Property (FL Land) Owner of the Facility's Physical Location</b> (List additional owners in the comments section.)			
Name of Owner*: <div style="text-align: center;">Water Recovery</div>		Date became Owner*: <u>07 / 27 / 1999</u> <input type="checkbox"/> New Owner   mm   dd   yy	
Street or P.O. Box (or same address box is checked)*: <div style="text-align: center;">1819 Albert St.</div>		Phone Number*: <div style="text-align: center;">904 475 9320</div>	
City or Town*: <div style="text-align: center;">Jacksonville</div>	State*: <div style="text-align: center;">FL</div>	Zip Code*: <div style="text-align: center;">32202</div>	Country (if not USA):
E-Mail*: <div style="text-align: center;">emaylon@wrijax.com</div>			
Owner Type*: <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____			
Comments:			
<b>8. Facility Operator</b> (List additional Operators in the comments section). Same address as # <u>7</u> above or:			
Name of Operator*:		Date became Operator*: ____/____/____ <input type="checkbox"/> New Operator   mm   dd   yy	
Street or P.O. Box (or same address box is checked)*:		Phone Number*:	
City or Town*:	State*:	Zip Code*:	Country (if not USA):
E-Mail*:			
Operator Type*: <input type="checkbox"/> Private <input type="checkbox"/> Federal <input type="checkbox"/> Municipal <input type="checkbox"/> State <input type="checkbox"/> County <input type="checkbox"/> Other _____			
Comments:			
<b>9. RCRA Hazardous Waste Activities at this Facility: (Mark 'X' in all that apply):</b>			
<b>(1) Generator of Hazardous Waste</b>			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   (This does not include Universal Waste or Used Oil)			
If YES, Choose only one of the following three categories.			
<input type="checkbox"/> <b>a. Large Quantity Generator (LQG):</b>			
<ul style="list-style-type: none"> <li>- Generates in any calendar month (includes quantities imported by importer site) 1,000 kilograms or greater per month (kg/mo) (2,200 lbs/mo.) of non-acute hazardous waste; or</li> <li>- Generates in any calendar month, or accumulates at any time, more than 1 kg/mo (2.2 lbs/mo) of acute hazardous waste; or</li> <li>- Generates in any calendar month, or accumulates at any time, more than 100 kg/mo (220 lb/mo) of acute hazardous spill cleanup material.</li> </ul>			
<input type="checkbox"/> <b>b. Small Quantity Generator (SQG):</b>			
<ul style="list-style-type: none"> <li>- Generates in any calendar month greater than 100kg/mo but less than 1,000 kg/mo (&gt;220 to &lt;2,200 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste and/or no more than 100 kg (220 lbs) of any acute hazardous spill cleanup material.</li> </ul>			
<input checked="" type="checkbox"/> <b>c. Very Small Quantity Generator (VSQG):</b>			
<ul style="list-style-type: none"> <li>- Generates in any calendar month 100 kg/mo or less (220 lbs.) of non-acute hazardous waste and/or 1 kg (2.2 lbs) or less of acute hazardous waste.</li> </ul>			
<b>In addition, indicate other generator activities that apply.</b>			
<input type="checkbox"/> d. Short-Term Generator (one-time, not on-going)			
<input type="checkbox"/> e. Mixed Waste (hazardous and radioactive) Generator			
<input type="checkbox"/> f. United States Importer of hazardous waste			
<input type="checkbox"/> g. LQG notifying of VSQG Hazardous Waste Under Control of the Same Person pursuant to 40 CFR 262.17(f). <b>(Addendum A Required)</b>			
<input type="checkbox"/> h. Episodic: Not lasting more than 60 days: <input type="checkbox"/> SQG <input type="checkbox"/> LQG <b>(Addendum B Required)</b>			
<input type="checkbox"/> i. Electronic Manifest Broker, as defined in 40 CFR 260.10, electing to use EPA electronic manifest system to obtain, complete, and transmit an electronic manifest under a contractual relationship with a hazardous waste generator.			



**9. RCRA Hazardous Waste Activities at this Facility continued: (Mark 'X' in all that apply):**

For Items 3 through 9, mark 'X' in all that apply.

- (2)
- Treater, Storer, or Disposer of Hazardous Waste**
- (at your facility—Choose Only One) 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 Order (HSWA, etc.)

- (3)
- ☐
- Recycler of Hazardous Waste**
- (at your facility)

Specify: ☐ Commercial ☐ Non-CommercialSpecify: ☐ Stores prior to recycling ☐ Does not store prior to recycling.

Note: A permit maybe 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 Very Small Quantity 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)
- ☐
- Receives Hazardous Waste from Off-Site**

- (7)
- ☐
- Underground Injection Control**

- (8)
- ☐
- Recognized Trader**
- Mark all that apply

- ☐ a. Importer
- ☐ b. Exporter

- (9)
- ☐
- Importer/ Exporter of Spent Lead-Acid Batteries (SLABs) under 40 CFR subpart G**
- Mark all that apply

- ☐ a. Importer
- ☐ b. Exporter

**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, K019, P012, U112).

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

1 D002	2 D007	3 D009	4 D011	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21

**11. Other Status Changes** (If no longer handling waste or closed, items 9 and 10 should be left blank and items 12-16 skipped):**(A) Central Accumulation Area (CAA) or Facility Closed:**

- ☐ Central Accumulation Area (CAA)
- ☐ Facility Closed (Complete this section only if all business activities at this facility have ceased.)

**(B) Closure Dates:**

- ☐ (1) Expected closure date \_\_\_\_\_ (date in mm/dd/yyyy)
- ☐ (2) Requesting new closure date \_\_\_\_\_ (date in mm/dd/yyyy)
- ☐ (3) Date of closure: \_\_\_\_\_ (date in mm/dd/yyyy)
- ☐ a. In compliance with the closure performance standards in 40 CFR 262.17(a)(8)
- ☐ b. Not in compliance with the closure performance standards in 40 CFR 262.17(a)(8)

**(C) Property Tax Default** ☐**(D) Petition for Bankruptcy Protection** ☐





**14. HW Transporter Activities:** (Mark 'X' and complete all that apply if you need to register your HW Transporter activities)

Transporters of and Transfer Facilities for Hazardous Waste in the State of Florida are required to register and annually renew their registration. Evidence of casualty/liability insurance pursuant to 62-730.170(2)(a) is required as part of this registration. Transporters and transfer facilities may only begin operations after receiving approval from the Department.

Generators who transport waste only within the boundaries of their facility should NOT register in box 14.A below.

**A. HW Transporter Registration Information** (must be completed annually and when this information changes)

This form is: ☐ Initial Registration ☐ Renewal ☐ Notification of changes ☐ Cancel Registration

☐ 1. For own waste only

☐ 2. For commercial purposes

☐ 3. Both commercial and own waste

4. Transportation Mode ☐ Air ☐ Rail ☐ Highway ☐ Water ☐ Other - specify \_\_\_\_\_

**B. HW Transfer Facility Registration Information** (must be completed annually and when this information changes)

☐ This facility is a Hazardous Waste Transfer Facility: (as listed in Item 3) Storage Volume \_\_\_\_\_

This form is: ☐ Initial Registration ☐ Renewal ☐ Notification of changes ☐ Cancel Registration

Note: Hazardous Waste transfer facilities must comply with the requirements of Rule 62-730.171, F.A.C., and Rule 62-730.182, F.A.C.

The Transfer Facility records required under the provisions of Rule 62-730.171(6), F.A.C., are kept at (check one):

☐ Our mailing (business) address ☐ The site (facility) address

Please enter the EPA ID Number of the HW Transporter who carries the insurance for this Transfer Facility:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Please see 14.C for additional items to be submitted for registration of a Hazardous Waste Transfer Facility [Rule 62-730.171(3), Florida Administrative Code (F.A.C.)]:

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

\_\_\_ Certification by a responsible corporate officer of the transporter facility 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 facility'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.]

**15. Eligible Academic Entities with Laboratories—Notification for opting into or withdrawing from managing laboratory hazardous wastes pursuant to 40 CFR Part 262 Subpart K**

☐ 1. Opting into or currently operating under 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories

See the item-by-item instructions for definitions of types of eligible academic entities. Mark all that apply:

- ☐ a. College or University
- ☐ b. Teaching Hospital that is owned by or has a formal written affiliation agreement with a college or university
- ☐ c. Non-profit Institute that is owned by or has a formal written affiliation agreement with a college or university

☐ 2. Withdrawing from 40 CFR Part 262 Subpart K for the management of hazardous wastes in laboratories



**16. Used Oil and Used Oil Filter Activities: (Mark 'X' and complete all that apply)**

Transporters (exemptions in 40 CFR 279.40(a)(1-4)), transfer facilities, processors, off-specification burners, and/or marketers must annually register with the Department using this form. An annual \$100 registration fee is required for all, except used oil (UO) Processors and collection centers.

This form is: ☐ Initial Registration ☒ Renewal ☐ Notification of changes ☐ Cancel Registration

- ☐ If applicable, a check or money order, in the amount of \$100, payable to Florida Department of Environmental Protection is enclosed. UO Collection Centers must check 16.(2) of this form (not as a registration).

(1) Used Oil Transporter - mark 'X' in all that apply: (occurring in Florida)

☒ a. Transporter (off-site) and noncontiguous locations

☒ b. Transfer Facility

(2) ☐ Collection Center (From businesses, no more than 55 gal per shipment)

(3) ☒ Used Oil Processor (A permit is required.)

(4) ☐ Used Oil Re-refiner (A permit is required.)

(5) ☐ Off-Specification Used Oil Burner  
☐ Utility Boiler ☐ Industrial Boiler ☐ Industrial Furnace

(6) Used Oil Fuel Marketer ☒ On-Spec ☒ Off-Spec

(7) Used Oil Filter Management (must annually register)

☒ a. Transporter

☒ b. Transfer Facility

☒ c. Processor (Annual Report Required)

☐ d. End User (see instructions for definition)

(8) The records required under the provisions of Rule 62-710.510, FAC, are kept at (check one):

☐ Our mailing (business) address (as listed in Item 4)

☒ The site (facility) address (as listed in Item 3)

(9) Used Oil Transporters: (Exemptions in 40 CFR 279.40(a)(1-4))

- ALL registered UO transporters must submit an annual report except generators transporting UO from noncontiguous operations within their own company.
- UO transporters transporting off-site over public highways only within their own company must submit proof of insurance.
- UO transporters transporting more than 500 gallons/year must submit proof of insurance annually, and must sign and certify this submission as a certified used oil transporter in section 19 (except those exempted by Rule 62-710.600(1), F.A.C.).

☒ The used oil annual report is attached

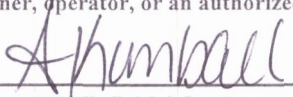
☒ Evidence of Liability Insurance pursuant to 62-710.600(2)(e), F.A.C. is attached.

**17. Notification of Hazardous Secondary Material (HSM) Activity**

(1) ☐ Notifying under 40 CFR 260.42 that you will begin managing, are managing, or will stop managing hazardous secondary material under 40 CFR 260.30, 40 CFR 261.4(a)(23), (24), or (27). (Addendum C Required)

(2) ☐ Notifying under 40 CFR 260.43(a)(4)(iii) that the product of your recycling process has levels of hazardous constituents that are not comparable to or unable to be compared to a legitimate product or intermediate but that the recycling is still legitimate. (Addendum C Required)



<b>Required signature page</b>	EPA ID No.*      FLR000069062
<b>18. Comments</b> (attach a page if more space is needed):	
<b>19. Certification:</b> 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 known violations.	
<input checked="" type="checkbox"/> <b>I certify as a Used Oil Transporter</b> that I am familiar with the applicable Florida and Federal laws and rules governing used oil transportation and have an annual and new employee training program in place covering the applicable used oil rules. Evidence of financial responsibility is demonstrated by the Used Oil Transporter Certificate of Liability Insurance, DEP form 62-730.900(5)(a), F.A.C..	
Signature of owner, operator, or an authorized representative:	Date Signed (mm-dd-yyyy):
	2/27/23
Print Name (First, Middle Initial, Last):	Title:
Amanda Kimball	Assistant General Manager
Organization:	Used Oil <input checked="" type="checkbox"/>
Water Recovery	
Email:	
akimball@wrijax.com	
Signature of owner, operator, or an authorized representative:	Date Signed (mm-dd-yyyy):
Print Name (First, Middle Initial, Last):	Title:
Organization:	Used Oil <input type="checkbox"/>
Email:	
If the person that 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)	

## Addendum A: LQG Consolidation of VSQG Hazardous Waste

EPA ID No.\*

FLR000069062

Only fill out this form if:

- You are the LQG receiving hazardous waste from VSQGs under the control of the same person. Use additional pages if more space is needed.

VSQG 1

☐

New

☐

Update

☐

Delete

A. EPA ID Number (if assigned)

B. Facility Name

C. Facility Street Address

D. City

E. State

F. Zip Code

G. Contact Phone Number

H. Contact Name

I. Contact Email

VSQG 2

☐

New

☐

Update

☐

Delete

A. EPA ID Number (if assigned)

B. Facility Name

C. Facility Street Address

D. City

E. State

F. Zip Code

G. Contact Phone Number

H. Contact Name

I. Contact Email

VSQG 3

☐

New

☐

Update

☐

Delete

A. EPA ID Number (if assigned)

B. Facility Name

C. Facility Street Address

D. City

E. State

F. Zip Code

G. Contact Phone Number

H. Contact Name

I. Contact Email

<b>Addendum B: Episodic Generator</b>				EPA ID No.* <b>FLR000069062</b>	
<b>Only fill out this form if:</b> <ul style="list-style-type: none"> <li>You are an SQG or VSQG generating hazardous waste from a planned or unplanned episodic event, lasting no more than 60 days, that moves the generator to a higher generator category. Note: Only one planned and one unplanned episodic event are allowed within one year; otherwise, you must follow the requirements of the higher generator category. Use additional pages if needed.</li> </ul>					
<b>Episodic Event</b>					
A. Planned			B. Unplanned		
<input type="checkbox"/> Excess chemical inventory removal <input type="checkbox"/> Tank Cleanouts <input type="checkbox"/> Short-term construction or demolition <input type="checkbox"/> Equipment maintenance during plant shutdowns <input type="checkbox"/> Other _____			<input type="checkbox"/> Accidental spills <input type="checkbox"/> Production process upsets <input type="checkbox"/> Product recalls <input type="checkbox"/> "Acts of nature" (Tornado, Hurricane, Flood, etc.) <input type="checkbox"/> Other _____		
C. Emergency Contact Phone			D. Emergency Contact Name		
E. Beginning Date _____ (mm/dd/yyyy)			F. End Date _____ (mm/dd/yyyy)		
<b>Waste 1</b>					
G. Waste Description				H. Estimated Quantity (in pounds)	
I. Federal Hazardous Waste Codes					
<b>Waste 2</b>					
G. Waste Description				H. Estimated Quantity (in pounds)	
I. Federal Hazardous Waste Codes					
<b>Waste 3</b>					
G. Waste Description				H. Estimated Quantity (in pounds)	
I. Federal Hazardous Waste Codes					





## STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

### Insurance Company or Risk Retention Group:

Beazley Lloyd ' s Syndicates 623/2623, herein referred to as " Insurer " ,  
[Name of insurance company or risk retention group]

30 Batterson Park Road Farmington CT 06032  
[Business address of Insurer]

Insurer is a(n) insurance company  
[Insert "insurance company" or "risk retention group"]

### Insured:

Water Reovery LLC  
[Name of owner or operator]

1819 Albert St 536 Bryan St Jacksonville FL 32202  
[Business address of owner or operator]

Policy Number: W338BC220101 Endorsement Number: [If applicable]

Period of Coverage: 10/1/2022 - 2/20/2025 Policy Effective Date: 10/1/2022  
[Current policy period]

### Covered Locations:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.
FLD09271857	Moran Environmental Recovery, LLC 251 Levy Road, Atlantic Beach FL 32233	7 Tanks
FLR0006906	Water Recovery LLC 1819 Albert St & 536 Bryan St Jacksonville FL 32202	11 Tanks

### Endorsement:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial  
assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden  
accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The  
Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or  
62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference,  
for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations  
is hereby amended to eliminate such inconsistency.



The limits of liability are:

Each Occurrence: \$ 1,000,000.00

Annual Aggregate: \$ 1,000,000.00

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

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 inconsistent with subsections (a) through (f) of this Paragraph 2 are hereby amended to conform with subsections (a) through (f):

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this endorsement is attached.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer, except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.  
☒ [Check here if the following paragraph, for claims-made policies, applies.]
- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

eligible to provide insurance as an excess or surplus lines insurer in Florida

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

[Signature of Authorized Representative of Insurer]

Vanessa Ortega Head of US Operations, Authorized Representative of Lloyd's Syndicate 623/2623

[Name and Title]

45 Rockefeller Plaza  
New York, NY 10111

[Address]

1 212-801-7146

[Telephone Number]

vanessa.ortega@beazley.com

[Email Address]

*Elizabeth A. Seltzer*  
[Signature of Witness or Notary]

Elizabeth A. Seltzer

[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1.,  
is substantiated by [Select at least one]:

☐ embossed seal of Insurer

☐ electronic seal of Insurer

☐ signature is of Insurer's President

☒ signature matches signature on policy

☐ accompanying letter from Insurer's President  
verifies signatory has authority to amend policies

19-Jan-2023

[Date of Witness or Notary]



## STATE OF FLORIDA STORAGE TANK CERTIFICATE OF INSURANCE

Reference: 40 CFR 280.97(b)(2)

### Insurance Company or Risk Retention Group:

Beazley, Lloyd ' s Syndicates 623/2623, herein referred to as " Insurer " , (herein referred to as "Insurer"),  
[Name of insurance company or risk retention group]

30 Batterson Park Road, Farmington CT 06032

[Business address of Insurer]

Insurer is a(n) insurance company  
[Enter "insurance company" or "risk retention group"]

### Insured:

Water Recovery LLC

[Name of owner or operator]

1819 Albert Street Jacksonville FL32202

[Business address of owner or operator]

Policy Number: W338BC220101

Endorsement Number: [If applicable]

Period of Coverage: 10/01/2022 - 2/20/2025  
[Current policy period]

Policy Effective Date: 10/1/2022

### Covered Locations:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.
FLD09271857	Moran Environmental Recovery, LLC 251 Levy Rd, Atlantic Beach FL 32233	7 Tanks
FLR00006906	Water Recovery LLC 1819 Albert St & 536 Bryan St Jacksonville FL 32202	11 Tanks,

### Certification:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

Each Occurrence: \$ 1,000,000.00

Annual Aggregate: \$ 1,000,000.00

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

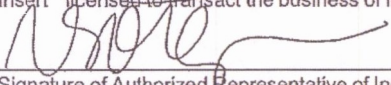
2. Insurer further certifies the following with respect to this policy:

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this certificate applies.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.  
☒ [Check here if the following paragraph, for claims-made policies, applies.]
- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

eligible to provide insurance as an excess or surplus lines insurer in Florida

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

  
[Signature of Authorized Representative of Insurer]

Vanessa Ortega Head of US Operations, Authorized Representative of Lloyd's Syndicate 623/2623

[Name and Title]

45 Rockefeller Plaza  
New York, NY 10111

[Address]

1 212-801-7146

[Telephone Number]

vanessa.ortega@beazley.com

[Email Address]

  
[Signature of Witness or Notary]

Elizabeth A. Seltzer

[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1.,  
is substantiated by [Select at least one]:

☐ embossed seal of Insurer

☐ electronic seal of Insurer

☐ signature is of Insurer's President

☒ signature matches signature on policy

☐ accompanying letter from Insurer's President  
verifies signatory has authority to amend policies

19-Jan-2023

[Date of Witness or Notary]



## STATE OF FLORIDA STORAGE TANK CERTIFICATE OF INSURANCE

Reference: 40 CFR 280.97(b)(2)

### Insurance Company or Risk Retention Group:

Beazley, Lloyd's Syndicates 623/2623, herein referred to as "Insurer", (herein referred to as "Insurer"),  
[Name of insurance company or risk retention group]

30 Batterson Park Road, Farmington, CT 06032

[Business address of Insurer]

Insurer is a(n) insurance company  
[Enter "insurance company" or "risk retention group"]

### Insured:

Moran Holdings, Inc.

[Name of owner or operator]

75 D York Avenue, Randolph, MA 02368

[Business address of owner or operator]

Policy Number: W338BC220101 Endorsement Number: N/A  
[If applicable]

Period of Coverage: 01-Oct-2022 to 20-Feb-2025 Policy Effective Date: 10/1/2022  
[Current policy period]

### Covered Locations:

[List information for each facility. See Instruction #6 on page i for details. Indicate "See attachment" if required.]

FDEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.
	MER-251 Levy Rd. Jacksonville, FL	7
	Water Recovery- 1819 Albert St./536 Bryan St. Jacksonville FL	11

### Certification:

1. Insurer hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for taking corrective action and compensating third parties for bodily injury and property damage caused by  
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"]

accidental discharges in accordance with and subject to the limits of

[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.



The limits of liability are:

Each Occurrence: \$ 1,000,000.00

Annual Aggregate: \$ 1,000,000.00

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

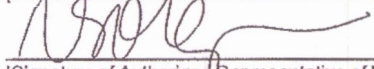
2. Insurer further certifies the following with respect to this policy:

- (a) Bankruptcy or insolvency of the insured shall not relieve Insurer of its obligations under the policy to which this certificate applies.
- (b) Insurer is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- (c) Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- (d) Cancellation or any other termination of the insurance by Insurer except for non-payment of premium or misrepresentation by the insured, will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for non-payment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.  
☒ [Check here if the following paragraph, for claims-made policies, applies.]
- (f) The insurance covers claims otherwise covered by the policy that are reported to Insurer within six months of the effective date of cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in Rule(s) 62-761.420 and/or 62-762.421, F.A.C., and that Insurer is

eligible to provide insurance as an excess or surplus lines insurer in Florida

[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

  
[Signature of Authorized Representative of Insurer]

Vanessa Ortega Head of US Operations, Authorized Representative of Lloyd's Syndicate 623/2623

[Name and Title]

45 Rockefeller Plaza, New York, NY  
10111

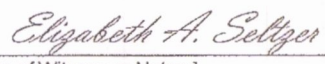
[Address]

1 212-801-7146

[Telephone Number]

vanessa.ortega@beazley.com

[Email Address]

  
[Signature of Witness or Notary]

Elizabeth A. Seltzer

[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1.,  
is substantiated by [Select at least one]:

☐ embossed seal of Insurer

☒ electronic seal of Insurer

☐ signature is of Insurer's President

☒ signature matches signature on policy

☐ accompanying letter from Insurer's President  
verifies signatory has authority to amend policies

01/09/2023

[Date of Witness or Notary]

Effective date of this Endorsement: 01-Oct-2022

This Endorsement is attached to and forms a part of Policy Number: W338BC220101

Syndicate 2623/623 at Lloyd's, referred to in this endorsement as either the "Insurer" or the "Underwriters"

#### FINANCIAL RESPONSIBILITY FOR STORAGE TANK SYSTEMS

This endorsement modifies insurance provided under the following:

##### **BEAZLEY ECLIPSE**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the following changes are made to the Policy:

I. Clause I. **INSURING CLAUSE** is amended to add the following Insuring Clause:

##### **Storage Tank System Pollution Liability Coverage**

To pay on behalf of the **Insured**, **Cleanup Costs**, **Damages** and **Claims Expenses** in excess of the applicable Deductible, which the **Insured** shall become legally obligated to pay because of any **Claim** for a **Pollution Condition** first made against the **Insured** and reported in writing to the Underwriters during the **Policy Period**; or within the Extended Reporting Period, if applicable; provided that:

1. The **Pollution Condition** first commenced after the applicable Retroactive Date and before the end of the **Policy Period**;
2. The **Pollution Condition** originates from a **Storage Tank System**; and
3. Insurance is applicable only to the extent that the **Insured** is required to demonstrate financial responsibility pursuant to: (i) 40 C.F.R Part 280, Subpart H; or (ii) similar applicable regulations enacted by a state pursuant to an **Underground Storage Tank** program approved by the United States Environmental Protection Agency in accordance with the Resource Conservation and Recovery Act of 1976, as amended or (iii) similar applicable regulations enacted by a state with respect to an **Aboveground Storage Tank**.

II. Solely with respect to Insurance provided by Section I. of this Endorsement, the following additional changes are made to the Policy:

1. Item 3. of the Declarations is amended by the addition of the following:

The following sub-limits shall apply, which are part of, and not in addition to, the limits stated in Item 3. (a) and (b) of the Declarations:

(f)	\$1,000,000	Each <b>Pollution Condition</b> - with respect to <b>Cleanup Costs</b> and <b>Damages</b>
(g)	\$1,000,000	Each <b>Pollution Condition</b> - with respect to <b>Claims Expenses</b>
(h)	\$1,000,000	Aggregate for the <b>Policy Period</b> - with respect to <b>Cleanup Costs</b> and <b>Damages</b>
(i)	\$1,000,000	Aggregate for the <b>Policy Period</b> - with respect to <b>Claims Expenses</b>



2. Item 2. of the Declarations is deleted in its entirety and replaced by the following:

Item 2.       **Policy Period:**

**From:**       01-Oct-2022

**To:**           20-Feb-2025

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

3. Items 4. and 6. of the Declarations are deleted in their entirety and replaced by the respective Deductible and Retroactive Date corresponding with the **Storage Tank System** identified in the Schedule set forth in the Definition of **Storage Tank System**.

4. Clause III. **DEFINITIONS** is amended by the addition of the following:

"Aboveground Storage Tank" means any stationary container or vessel, including the connected piping, ancillary equipment and containment system associated with the tank, which is 10% or more above the surface of the ground; constructed primarily of non-earthen materials; and designated to contain any substance.

"Storage Tank System" shall mean any **Underground Storage Tank** or **Aboveground Storage Tank** to the extent described and scheduled below that is owned and operated by the **Insured**, including any connected piping, ancillary equipment and containment system associated with the tank(s).

Tank ID	AST/ UST	Capacity (gal)	Contents	Storage Tank Address	Installation Date	Retroactive Date	Deductible
1	AST	24,991	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000
10	AST	9,265	Diesel	MER – 251 Levy Rd., Jacksonville, FL	12/1/2010	2/28/2018	\$100,000
2	AST	15,629	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000
3	AST	25,370	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000
7	AST	5,409	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000
8	AST	9,961	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000

9	AST	25,587	Petroleum Products	MER – 251 Levy Rd., Jacksonville, FL	7/1/1983	2/28/2018	\$100,000
10-P	AST	20,000	Fuel Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	4/1/1985	2/28/2018	\$100,000
11-P	AST	500	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	4/1/1985	2/28/2018	\$100,000
1-P	AST	22,260	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
2-P	AST	22,260	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
3-P	AST	22,260	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
4-P	AST	20,000	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
5-P	AST	20,000	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000



6-P	AST	20,000	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
7-P	AST	20,000	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
8-P	AST	20,000	Waste Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000
9-P	AST	20,000	Fuel Oil	Water Recovery – 1819 Albert St./536 Bryan St., Jacksonville, FL	1/1/1985	2/28/2018	\$100,000

**Tank Fund**"shall mean any state storage tank trust fund, state administered insurance program or restoration funding for **Storage Tank Systems** whose owners qualify for reimbursement, or any self insurance fund established for the purpose of funding **Cleanup Costs, Damages or Claims Expenses** resulting from a **Storage Tank System**.

5. The NOTICE paragraph is deleted in its entirety and replaced with the following:

NOTICE: The coverage under this Policy is provided on a Claims Made and Reported Basis and applies only to **Claims** first made against the **Insured** during the **Policy Period** and reported in writing to the Underwriters pursuant to the terms of this Insurance Policy. The payment of **Claims Expenses** reduces a separate limit applicable to **Claims Expenses**. Please review the coverage afforded under this Insurance Policy carefully and discuss the coverage hereunder with your insurance agent or broker.

6. Clause III. **DEFINITIONS**, Paragraphs E. "**Claim**", J. "**Damages**", Z. "**Pollution Condition**" and AA. "**Property Damage**" are deleted in their entirety and replaced with the following:

- E. "**Claim**" means a written demand received by any **Insured** for money or services or alleging liability or responsibility including the service of suit or institution of arbitration proceedings
- J. "**Damages**" means a monetary judgment, award or settlement of compensatory damages, including any pre-judgment and/or post-judgment interest thereon, incurred for **Property Damage** and/or **Bodily Injury**.

The term **Damages** shall not include or mean:

1. taxes or loss of tax benefits;
2. criminal fines, sanctions or criminal penalties assessed against the **Insured**;
3. civil fines, civil penalties punitive damages, exemplary damages or any damages which are a multiple of compensatory damages assessed against the **Insured**, unless insurable by law and assessed in connection with a **Claim for Property Damage and/or Bodily Injury**;
4. liquidated damages;
5. any amounts for which the **Insured** is not liable, or for which there is no legal recourse against the **Insured**;
6. matters deemed uninsurable under the law pursuant to which this Policy is construed; or
7. goods supplied or services performed by the staff or salaried employees of the **Insured** in connection with the investigation, adjustment, defense or appeal of any **Claim** noticed under this Insurance or in connection with the investigation or remediation of a **Pollution Condition**, without the prior written consent of the Underwriters and in accordance with Clause II.

- Z. "**Pollution Condition**" means the actual discharge, dispersal, release, escape, migration or seepage of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals and hazardous substances from a **Storage Tank System** into or upon land or structures thereupon, or any watercourse, body of water or groundwater, which results in **Bodily Injury, Property Damage or Cleanup Costs** to which this Insurance applies and which has been investigated and confirmed by or on behalf of the **Insured** utilizing tightness check, or any other procedure approved under **Environmental Laws**.

For the purpose of this Policy, the same, continuing or series of related or repeated **Pollution Condition(s)** shall be considered a single **Pollution Condition**, irrespective of the number of Claimants or **Insureds** involved in the **Claim**.

- AA. "**Property Damage**" means:

1. physical injury to or destruction of any tangible property, including the loss of use thereof;
2. loss of use of tangible property that has not been physically injured or destroyed; or
3. diminished value of property owned by third parties, but only where there is physical injury to or destruction of such tangible property.

7. Clause III. **DEFINITIONS**, Paragraph G. "**Cleanup Costs**" is amended by the addition of the following:



Cleanup Costs shall not include or mean costs, charges or expenses to achieve regulatory standards at a Covered Location that are stricter than those necessary for the actual or intended use of such location.

8. Clause VI. EXCLUSIONS, Paragraph G. is deleted in its entirety and replaced with the following:

G. **Products Liability**

arising out of or resulting from any product or good deemed to be a defective product including but not limited to any liability established without proof that the Damages were caused directly by a Pollution Condition from a Storage Tank System, provided, however, that to the extent that such product liability is co-extensive with liability expressly covered by the terms and conditions of this Policy, if any, the existence of such product liability will not operate to void coverage.

9. Clause VI. EXCLUSIONS is amended by the addition of the following:

**Market Share Liability**

for, arising out of or resulting from any liability imposed as a result of market share liability, concert of action liability, alternative liability, enterprise liability and/or any other type of liability that is established without proof that the Damages were caused directly by a Pollution Condition originating from a Storage Tank System.

**Pollution Conditions at Divested Property**

for, arising out of or resulting from a Pollution Condition on, at, under or migrating from a Storage Tank System where such Pollution Condition takes place after such Storage Tank System or the location at which the Storage Tank System is located, is sold, given away or abandoned by the Insured or condemned.

**Cost to Confirm a Release from a Storage Tank System**

for any costs, charges or expenses incurred to investigate or certify that a Pollution Condition from a Storage Tank System has taken place.

**Cost to Repair, Replace or Upgrade a Storage Tank System**

for any costs, charges or expenses for the reconstruction, repair, replacement, upgrading or rebuilding of any Storage Tank System or for any other improvements, site enhancements or routine maintenance on, within or under the location in which the Storage Tank System is situated.

**Storage Tank System Contents**

1. arising out of or resulting from physical injury, including but not limited to contamination, of the contents of a Storage Tank System;
2. arising out of or resulting from property damage due to physical injury, including but not limited to contamination, of the contents of a Storage Tank System; or
3. for any costs arising out of the removing, replacing or recycling of the contents of any Storage Tank System.

10. Clause IV. **DEFENSE, SETTLEMENT AND INVESTIGATION**, Paragraph E. is amended by the addition of the following:

Notwithstanding the foregoing, the amount the Underwriters will pay for **Cleanup Costs, Damages, and Claims Expenses** under the terms and conditions of this Endorsement is limited as set forth in Item 3. of the Declarations as amended by this Endorsement and described in Clause VI. **LIMIT OF LIABILITY** as amended by this Endorsement, and our right and duty to defend shall end the earlier of:

- (i) When the "Each **Pollution Condition** – with respect to **Cleanup Costs and Damages**" Limit set forth in Item 3.(f) of the Declarations is exhausted or tendered into a court of applicable jurisdiction;
- (ii) When the "Each **Pollution Condition** – with respect to **Claims Expenses**" set forth in Item 3.(g) of the Declarations is exhausted or tendered into a court of applicable jurisdiction;
- (iii) When the "Aggregate for the **Policy Period** - with respect to **Cleanup Costs and Damages**" set forth in Item 3.(h) of the Declarations is exhausted;
- (iv) When the "Aggregate for the **Policy Period** - with respect to **Claims Expenses**" set forth in Item 3.(i) of the Declarations is exhausted; or
- (v) When the **Insured** refuses a settlement offer as provided for in paragraph D. above, and the Underwriters exercise their right to withdraw.

11. Clause IX. **DEDUCTIBLE** is deleted in its entirety and replaced with the following:

**IX. DEDUCTIBLE**

- A. The applicable Deductible set forth in the Definition of **Storage Tank System** set forth above applies separately to each **Pollution Condition**. The applicable Deductible shall be satisfied by monetary payments by the **Named Insured of Damages, Cleanup Costs and Claims Expenses** resulting from **Claims** first made and **Pollution Conditions** first discovered during the **Policy Period** and reported to the Underwriters pursuant to the terms of this Policy. The **Insured** shall promptly reimburse the Underwriters for advancing any Deductible amounts.

Payments of any amounts not covered by this Policy or without Underwriters' prior written consent shall not satisfy the applicable Deductible. Payments made by any **Insured** in satisfaction of deductible obligations under any other insurance shall not satisfy the applicable Deductible under this Policy. The Deductible amount does not reduce the Limit of Liability.

12. Clause X. **NOTICE OF CLAIM AND POLLUTION CONDITION**, Paragraph A. is deleted in its entirety and replaced with the following:

- A. If any **Claim** is made against an **Insured**, the **Insured** shall forward written notice as soon as practicable to the Underwriters but in no event shall such notice be provided after the expiration of the **Policy Period** or the time allowed, if applicable, under Section XI. Notice shall be forwarded via facsimile, email or express or certified mail to the persons identified in Item 8.(a) of the Declarations. Such notice should include a copy of every demand, notice, summons or other process received by the **Insured** or the **Insured's** representative.



13. Clause XI. **EXTENDED REPORTING PERIOD**, Paragraph A. is deleted in its entirety and replaced with the following:

A. Automatic Extended Reporting Period

If this Policy is cancelled or non-renewed by the Underwriters or by the **First Named Insured**, then the **First Named Insured** shall have the right to an Automatic Extended Reporting Period, commencing on the last day of the **Policy Period**, with respect to any **Claim** first made against any **Insured** during the **Policy Period** and reported in writing to the Underwriters during the six (6) month period following the end of the **Policy Period**, and otherwise covered under this Policy, but only with respect to a **Pollution Condition** first discovered by the **Insured** and reported in writing to the Underwriters during the **Policy Period**, which is otherwise covered by this Policy.

The above Automatic Extended Reporting Period shall not apply if the Policy is canceled by the Underwriters due to fraud or non-payment of premium, or if the **Insured** has purchased other insurance to replace the insurance provided under this Policy.

14. The following is added to Clause VII. **LIMIT OF LIABILITY**:

- G. The Limit of Liability stated in Item 3.(f) of the Declarations for "Each **Pollution Condition**-with respect to **Cleanup Costs** and **Damages**" is the limit of the Underwriters liability for all **Cleanup Costs** and **Damages** arising out of each **Pollution Condition** which are covered under the terms and conditions of this Endorsement.
- H. The "Aggregate for the **Policy Period**-with respect to **Cleanup Costs** and **Damages**" stated in Item 3.(h) of the Declarations is the Underwriters total Limit of Liability for all **Cleanup Costs** and **Damages** arising out of all **Pollution Conditions** which are covered under the terms and conditions of this Endorsement, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- I. The Limit of Liability stated in Item 3.(g) of the Declarations for "Each **Pollution Condition**- with respect to **Claims Expenses**" is the limit of the Underwriters liability for all **Claims Expenses** arising out of each **Pollution Condition** which are covered under the terms and conditions of this Endorsement.
- J. The "Aggregate for the **Policy Period**- with respect to **Claims Expenses**" stated in Item 3.(ii) of the Declarations is the Underwriters total Limit of Liability for all **Claims Expenses** arising out of all **Pollution Conditions** which are covered under the terms and conditions of this Endorsement, and neither the inclusion of more than one **Insured** under this Policy, nor the making of **Claims** by more than one person or entity shall increase the Limit of Liability.
- K. The Limit of Liability stated in Item 3.(f),(g), (h), and (i) of the Declarations are part of and not in addition to those stated in Item 3.(a) and (b) of the Declarations. The **First Named Insured** acknowledges on behalf of all **Insureds** that the "Aggregate for the **Policy Period**" stated in Item 3.(b) available for coverage provided under the balance of this policy exclusive of the coverage provided by this endorsement is reduced by the "Aggregate for the **Policy Period**- with respect to **Cleanup Costs** and **Damages**" stated in Item 3. (h) and

the "Aggregate for the Policy Period –with respect to Claims Expenses" stated in Item 3.(i) of the Declarations.

III. Clause XIII. **OTHER INSURANCE** is deleted in its entirety and replaced with the following:

**XIII. OTHER INSURANCE**

- A. Except as set forth in Clause XIII. **OTHER INSURANCE**, Paragraphs C. and D. below, this Insurance is primary, and the Underwriters obligations are not affected unless any other insurance is also primary. In that case, the Underwriters will share with all such other insurance by the method described in Clause XIII. **OTHER INSURANCE**, Paragraphs C. below.
- B. When this Insurance is excess, the Underwriters will pay only its share of the amount of **Damages, Cleanup Costs or Claims Expenses**, if any, that exceeds the total amount of such other insurance.
- C. When both this Insurance and other insurance apply to **Damages, Cleanup Costs or Claims Expenses**, the Underwriters shall not be liable under this Policy for a greater proportion of **Damages, Cleanup Costs or Claims Expenses** than the amount resulting from the following contribution methods, whichever is lesser:
  - (i) contribution by equal shares where each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the **Damages, Cleanup Costs or Claims Expenses** remains, whichever occurs first; or
  - (ii) contribution by limits where each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.
- D. This Insurance shall apply as excess insurance over any **Tank Fund**, provided that in the event of the receivership, insolvency or inability to pay of any state fund or program, this Insurance shall act as primary. When this Insurance is excess, the Underwriters will pay only its share of the amount of **Cleanup Costs, Damages or Claims Expenses**, if any, that exceeds the total amount available through the **Tank Fund**.

Where other insurance or funds from any **Tank Fund** may be available for **Damages, Cleanup Costs or Claims Expenses** covered under this Insurance as noted above, the Insured shall promptly, upon request, provide the Underwriters with copies of all such policies or fund documentation.

IV. The following is added as a Clause to the Policy:

**REIMBURSEMENT**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that the **Insured(s)** shall reimburse the Underwriters for any payments (including payments required as a result of demonstrating financial responsibility for storage tanks) made on behalf of any **Insured** to the extent that such payments would not have been covered under the terms and conditions of this Policy had this Endorsement not been endorsed to the Policy.



All other terms and conditions of this Policy remain unchanged.

  
Authorized Representative



# DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mail Station 4560, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

MAR 1 AM 10:35

DEP Form #62-710.901(3)  
Form Title Annual Report by Used  
Oil and Used Oil Filter Handlers  
Effective Date 12/2019  
Incorporated in Rule 62-710.510(5)

## Annual Report by Used Oil and Used Oil Filter Handlers\*

(\*Used Oil handlers are any person(s) subject to the registration requirements of rule 62-710.500 and 62-710.850, F.A.C. See Section A, Box 8 below.)

For the reporting period January 1, 2022 through December 31, 2022

Use the information recorded in your Record Keeping Form [62-710.901(2)] or equivalent to complete this document.

### SECTION A TO BE COMPLETED BY ALL REGISTERED PERSONS

1. Company Name: Water Recovery, LLC 2. Site Address: 1819 Albert St Jacksonville, FL 32202  
3. Telephone No: 904 475 9320 ☐ Check box if any of the above items (1-3) have changed since your last registration.  
4. EPA ID No. FLR000069062 5. Name of person preparing report (please print) Nicole Neumann  
6. Title: Laboratory Supervisor 7. Phone number (if different from #3, above) \_\_\_\_\_  
8. Type of operation (check all that apply): 9. Email Address: nneumann@wrijax.com  
Used Oil: ☒ Transporter ☒ Transfer Facility ☒ Collection Center/Aggregation Point ☒ Processor  
☒ Marketer: ☒ On Spec ☒ Off Spec  
☐ Burner (off-specification used oil): ☐ Industrial Furnace ☐ Industrial Boiler ☐ Utility Boiler ☐ Heater  
Used Oil Filter: ☒ Transporter ☒ Transfer Facility ☒ Processor ☐ End User

### SECTION B USED OIL (TO BE COMPLETED BY ALL REGISTERED USED OIL HANDLERS). SEE DIRECTIONS BELOW

1. Amount (in gallons) of Used Oil and Oily Wastes collected (type code)

a. In Florida .....

b. From out of State .....

c. Beginning Inventory .....

d. Total (sum of totals from Lines a + b + c) .....

	Automotive	Industrial	Mixed	Total
a. In Florida	0	115,545	8,501	124,046
b. From out of State	0	24,892	7,755	32,647
c. Beginning Inventory				8,500
d. Total (sum of totals from Lines a + b + c)				165,193

2. Amount (in gallons) of Used Oil and Oily Wastes managed (end use code)

N - Transferred to another facility (not an end use).....

O - Marketed as an on-specification used oil fuel.....

F - Marketed as an off-specification used oil fuel.....

I - Marketed for an industrial process.....

B - Burned as an off-specification used oil fuel.....

D - Disposed of: Landfilled.....

Treated at a wastewater treatment unit.....

Incinerated .....

3. Total amount (in gallons) of Used Oil managed .....

4. End of year, on hand estimate (difference between Line 1d and Line 3) .....

In State	Out of State
0	154,693
0	0
0	0
0	0
0	0
0	0
0	0
0	0
	154693
	10,500



## DIRECTIONS FOR SECTION B

- Enter the amount of Used Oil or Oily Waste collected in gallons for type code: Automotive, Industrial, and Mixed.
  - In State
  - from Out of State
  - Beginning Inventory from last year's ending amount
  - Enter the total sum of lines a + b + c
- Enter the amount of used oil managed by your facility by end use code (N, O, F, I, B, and D).
- Enter total amount in gallons of Used Oil managed.
- Enter the end-of-year on hand amount (difference between Line 1d and Line 3).

SECTION C USED OIL FILTERS (USE TABLE BELOW FOR CONVERSIONS)		In State	Out of State
1. Number of filters on hand from previous year .....		4,480	1,200
2. Number of used oil filters collected .....		9,920	2,480
3. Total number of used oil filters to manage (Line 1 plus Line 2) .....		14,400	3,680
4. Disposition of used oil filters collected:			
a. Transferred to another registered facility .....		10,000	2,500
b. Burned for energy recovery at a Waste-To-Energy facility .....		0	0
c. Transferred directly to a metal foundry for recycling .....		0	0
d. TOTAL .....		10,000	2,500
5. End of year, on hand estimate (Line 3 minus Line 4d) .....		4,400	1,180
6. Gallons of used oil collected as a result of filter processing .....		320	80
7. Gallons of used oil transferred to a used oil handler (transporter or processor) .....		320	80
8. Volume of oily waste collected and managed as a result of filter processing ..... <input checked="" type="checkbox"/> gallons <input type="checkbox"/> cubic yards.....		140	20
9. Description of oily waste management <u>Processed under Used Oil Permit #79677-013-HO</u>			

## DIRECTIONS FOR SECTION C

### Conversion Table

One 55-gallon drum of <b>crushed</b> used oil filters = approximately <b>400</b> used oil filters
One 55- gallon drum of <b>uncrushed</b> used oil filters = approximately <b>250</b> used oil filters
One <b>ton</b> of drained used oil filters = approximately <b>2,350</b> used oil filters

- Enter the number of Used Oil Filters on hand, from previous year's inventory.
- Enter the number of Used Oil Filters collected.
- Enter the sum of Line 1 + Line 2.
- Enter the number of filters managed by your facility in blocks 4a-c. Enter the sum of 4a-c in block 4d.
- Enter the number of filters on hand at your site as of December 31, last year.
- Fill in the number of gallons of used oil collected by your filter operation.
- Enter the number of gallons transferred to a used oil transporter or processor.
- List the volume (gallons or cubic yards) of the oily wastes collected through your filter handling. Oily wastes are identified in Florida Administrative Code Rule 62-710.201(1), and include wastewaters, filter residues or sludges, tank bottoms, sorbents, wipes, etc.
- Describe how oily wastes were managed (sent to a WTE, hazardous waste facility, landfilled after appropriate testing, etc.).

For assistance with this form, please contact the Used Oil Coordinator at 850-245-8707.



**Water Recovery**  
a **MER** company

1819 Albert Street  
Jacksonville, FL 32202  
(904) 475-9320 Fax (904) 475-9449  
[www.wrijax.com](http://www.wrijax.com)

February 15, 2023

Florida Department of Environmental Protection  
2600 Blair Stone Rd. MS 45603  
Tallahassee, FL 32399-2400

RE: 2022 PCW Recovery Report

To Whom it May Concern,

Water Recovery, LLC is a Petroleum Contact Water (PCW) Recovery Facility. The table below reports the quantities of PCW received and the estimated total quantity of product recovered in 2022.

Estimated Total PCW Received	Estimated Total Product Recovered from PCW
1,675,180	50,255

Please do not hesitate to contact me should you need additional information.

Kindest Regards,

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Nicole Neumann  
Laboratory Supervisor