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State of Ohio Environmental Protection Agency

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P.O. Box 1049  
Columbus, OH 43216-1049

June 23, 2010

Mr. Michael E. Jeffries  
Jeffries Brothers Paving & Excavating, Inc.  
4634 Woodland Avenue NW  
Canton, Ohio 44641

Re: **Jeffries Brothers Paving & Excavating, Inc.** *049-040*  
**OHD004228003**  
**Notice of Violation**

Dear Mr. Jeffries:

On June 23, 2010, I completed a review of the financial assurance documentation on file for your facility. I evaluated your facility for compliance with post-closure financial assurance requirements. These requirements are set forth in the Ohio Administrative Code (OAC) rules 3745-55-44, 3745-55-45, and 3745-55-51. In a letter dated June 11, 2008, I notified you that your facility was in violation of Ohio Administrative Code rule 3745-55-45. The most recent financial assurance documentation submitted by Jeffries Brothers Excavating & Paving, Inc. includes the following:

- An updated post-closure cost estimate for \$250,327.20; and
- A copy of the Certificate of Insurance for Policy No. CPC 476-24-14 submitted on August 20, 2008.

As of this date, Ohio EPA has not received any information regarding the differences in language between Policy No. CPC 476-24-14 and that required by Ohio Administrative Code rule 3745-55-45. Therefore Jeffries still remains in violation of **Ohio Administrative Code rule 3745-55-45 as well as rule 3745-55-51.**

The wording of the certificate of insurance must be identical to the wording specified in paragraph (E) of rule 3745-55-51 of the Administrative Code. There are a number of differences between Policy No. CPC 476-24-14 and the Certificate of Insurance as well as errors in the policy. For example: Mr. Michael E. Jeffries  
Jeffries Brothers Paving & Excavating, Inc.

- The Certificate of Insurance identifies both Jeffries and RTI as the Insured, whereas the policy identifies the Named Insured as only

Ted Strickland, Governor  
Lee Fisher, Lieutenant Governor  
Chris Korteski, Director

RTI. In addition, the Certificate of Insurance does not list the amount of insurance for closure and/or post-closure required for the facility as required by the State regulations.

- Section V. Territory - this section reads, "This Policy only applies to a Claim arising from Closure Costs or Post-Closure Costs incurred at **Solid Waste Facilities** located in the United States, its territories or possession, or Canada, and only if such Claim are made or brought in the United States, its territories or possessions; or Canada."
- Section VI. Conditions (B) Cancellation - this sections reads, "The Company shall not cancel, terminate or fail to renew the coverages provided herein except for failure to pay the full premium in accordance with the schedule shown in Item 5 in the Declarations. The Company shall notify the Insured and the Regulatory Body of its intent to cancel, terminate, or not to renew by sending, by certified mail, to the Insured at the address shown in this policy and to the Regulatory Body, written notice stating the date not less than 120 days thereafter allowing time for receipt of notice on which such cancellation, termination, or failure to renew shall be effective." **OAC rules require that the 120 days begins after the date noted on the signed returned receipts.** Also noted in this section, "This policy may be canceled by the Named Insured pursuant to applicable statute by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating the date thereafter the cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice shall become the end of the Policy Period." **Thus, it appears that the insured may cancel the policy without notifying the Regulatory Body.**
- Endorsement 3 - this endorsement creates sub-limits of liability at \$50,000 aggregate for SO1 (Drum Storage Area) and SO2 (Waste Acid Sump). These areas are also listed on the declarations page. However, these areas are not owned by Jeffries Brothers and are a remnant of the policy when it was used by previous owner/operator RTI. Jeffries Brothers does not have to maintain financial assurance for these units. **As such, Jeffries may want to consider having these other units removed from the declarations page and the endorsement canceled.**

Mr. Michael E. Jeffries  
Jeffries Brothers Paving & Excavating, Inc.  
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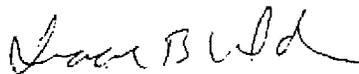
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Jeffries Brothers was notified on May 23, 2007 of the above violations. I spoke with Mr. Tim Jeffries on May 31, 2007. He stated that he would get the information together and update the insurance policy language. As of this date I have not received any correspondence from your facility regarding this matter.

To abate this violation Jeffries must submit a new Certificate of Insurance for Policy No. CPC 476-24-14 with wording identical to that specified in OAC 3745-55-51(E) and consistent with the corrected insurance policy. Also please submit a corrected insurance policy which references only the current owner/operator Jeffries Brothers and EPA ID No. OHD004228003 as well as the corrected amount of insurance.

If you have any questions, or need further clarification of any matter mentioned in this letter, please do not hesitate to contact me at (614) 644-3067 or at [isaac.wilder@epa.state.oh.us](mailto:isaac.wilder@epa.state.oh.us).

Sincerely,



Isaac B. Wilder  
Compliance Assurance Section  
Division of Hazardous Waste Management

ec: Paul Dolensky, DHWM, NEDO

**Notice:**

Ohio EPA's failure to list specific deficiencies or violations in this letter does not relieve your company from having to comply with applicable regulations.