

Via UPS Mail

October 1, 2007

Bheem Kothur, P.E.  
Solid & Hazardous Permitting Section  
Florida Department of Environmental Protection  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

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Subject: Response to Sept. 4, 2007 Letter;  
Perma-Fix of Fort Lauderdale, Inc.;  
3670 SW 47<sup>th</sup> Avenue, Davie, Broward County

Dear Mr. Kothur:

On behalf of Perma-Fix of Fort Lauderdale, Inc., this submittal shall serve as our response to the above referenced letter requesting additional information. Enclosed with this letter is an item by item response to each request. Three sets of copies are enclosed. One copy set is being sent to Karen Kantor of FDEP-West Palm Beach.

We hope that you will find each response satisfactory. If you have any questions please call me at 407/341-3351 or Shawn Lennon at 954/583-3795.

Sincerely,

**Perma-Fix Environmental Services, Inc.**



Victor L. San Agustin  
Director of Compliance  
vsa

cc: Karen Kantor, FDEP – West Palm Beach  
Rabin Prusty, FDEP – Tallahassee

**ATTACHMENT**  
**Item by Item Response**  
**to FDEP's September 4, 2007 Letter**  
**Perma-Fix of Fort Lauderdale, Inc.**  
**EPA ID No. FLD 981 018 773**

***"1. Attachment A, UOP Application: Section C, Operating Information, Items 3-10 reference the incorrect attachments per the Table of Contents (examples: #3 should refer to Attachment C, not A; item #4 should refer to Attachment D, not B, and so on ...) Please review and revise as appropriate."***

Response:

Items 3 – 10 now reference the correct Attachment letters. Enclosed as Attachment 1 is a revised Section C., pages 10 and 11 of the completed Used Oil Permit Application form.

***"2. Attachment C, Brief Description of Facility Operations: Perma-Fix has specified that Perma-Fix is a hazardous waste transporter and 10 day hazardous waste transfer facility. Perma-Fix must specify that the facility is in compliance with the site location standards for 10 day hazardous waste transfer facility in accordance with rule 62-730.170. Perma-Fix must also submit a written closure plan for a hazardous waste transfer facility that satisfies the requirements of the closure performance, notification, and decontamination standards of 40 CFR 265.111, 265.112, 265.114, and 265.115. The facility must also comply with 40 CFR 265 Subpart B, Subpart C, Subpart D, and Subpart I. The closure plan must include closure cost estimate."***

Response:

Perma-Fix of Ft. Lauderdale, Inc. hereby specifies and states that to the best of our knowledge, the facility is in compliance with the site location standards for an existing 10 day hazardous waste transfer facility in accordance with rule 62-730.170 and 171, F.A.C..

The facility is also in compliance with 40 CFR 265, Subparts B, C, D, and I.

Enclosed as Attachment 2 is a closure plan for the 10 day hazardous waste transfer facility. As requested, the plan includes a closure cost estimate and calculations.

***"3. Attachment E, Waste Analysis Plan: Please correct the typographical error on page 18 of 45, Section 12.0, "Prohibited Waste"."***

***Perma-Fix must specify the frequency of sludge removal for the tanks in the application.***

***Perma-Fix must provide an inspection schedule for the tanks."***

Response:

The typo, "Prohibited Wast" has been corrected. Enclosed as Attachment 3 is a replacement page.

Frequency of sludge removal from tanks is approximately once every five (5) years. Sludge removal frequency is now included in Attachment K – Unit Management Description, pages 28 and 29 of 45 . Replacement pages are enclosed in Attachment 3 of this submittal.

Inspection schedule for the tank systems is daily and approximately once every 5 years. This schedule is now described in pages 28 and 29 of 45 in Attachment K – Unit Management Description. The daily inspection form is located behind page 29 of 45. A copy of the replacement pages and the daily inspection form is enclosed in Attachment 3 of this submittal.

***"4. Attachment I, Contingency Plan and Emergency Procedures: Perma-Fix must specify address of emergency coordinators in the application. Please revise the application."***

Response:

Enclosed as Attachment 4 are replacement pages 1 of 18 to 8 of 18 of the updated contingency plan. The attached Page 5 of 18 now includes the home and work addresses of each emergency coordinator.

***"5. Attachment N, Figures: Please provide an electronic version of map (8 ½ " x 11") in PDF format clearly identifying the Tanks and Solid Waste Processing Area. This map will be attached to the renewal permit. Please send the map via email."***

Response:

Enclosed as Attachment 5 is the requested map. A PDF copy of the same map has also been emailed to Bheem Kothur and Rabin Prusty of FDEP Tallahassee.

**Attachment 1**

**Revised Section C. of  
Used Oil Permit Application Form**

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### C. OPERATING INFORMATION

1. Hazardous waste generator status (SQG, LQG) CESQG

2. List applicable EPA hazardous waste codes:

D001, D004 to D043

3. Attach a brief description of the facility operation, nature of the business, and activities that it intends to conduct, and the anticipated number of employees. No proprietary information need be included in this narrative.

**A brief description of the facility operation is labeled as Attachment C**

4. Attach a detailed description of the process flow should be included. This description should discuss the overall scope of the operation including analysis, treatment, storage and other processing, beginning with the arrival of an incoming shipment to the departure of an outgoing shipment. Include items such as size and location of tanks, containers, etc. A detailed site map, drawn to scale, should be attached to this description. (See item 4, page 4).

**The facility's detailed process description is labeled as Attachment D**

5. The following parts of the facility's operating plan should be included as attachments to the permit application. (See item 5 on pages 4 and 5):

a. An analysis plan which must include:

- (i) a sampling plan, including methods and frequency of sampling and analyses;
- (ii) a description of the fingerprint analysis on incoming shipments, as appropriate; and
- (iii) an analysis plan for each outgoing shipment (one batch/lot can equal a shipment, provided the lots are discreet units) to include: metals and halogen content.

**The analysis plan is labeled as Attachment E**

b. A description of the management of sludges, residues and byproducts. This must include the characterization analysis as well as the frequency of sludge removal.

**Sludge, residue and byproduct management description is labeled as Attachment F**

c. A tracking plan which must include the name, address and EPA identification number of the transporter, origin, destination, quantities and dates of all incoming and outgoing shipments of used oil.

**The tracking plan is included as Attachment G**

6. Attach a copy of the facility's preparedness and prevention plan. This requirement may be satisfied by modifying or expounding upon an existing SPCC plan. Describe how the facility is maintained and operated to minimize the possibility of a fire, explosion or any unplanned releases of used oil to air, soil, surface water or groundwater which could threaten human health or the environment. (See item 6, page 5).

**The preparedness and prevention plan is labeled as Attachment H**

7. Attach a copy of the facility's Contingency Plan. This requirement should describe emergency management personnel and procedures and may be met using a modifying or expounding on an existing SPCC plan or should contain the items listed in the Specific Instructions. (see item 7 on pages 5 and 6).

**The contingency plan is labeled as Attachment I**

8. Attach a description of the facility's unit management for tanks and containers holding used oil. This attachment must describe secondary containment specifications, inspection and monitoring schedules and corrective actions. This attachment must also provide evidence that all used oil process and storage tanks meet the requirements described in item 8b on page 6 of the specific instructions, and should be certified by a professional engineer, as applicable.

**The unit management description is labeled as Attachment J**

9. Attach a copy of the facility's Closure plan and schedule. This plan may be generic in nature and will be modified to address site specific closure standards at the time of closure. (See item 9, pages 6 and 7).

**The closure plan is labeled as Attachment K**

10. Attach a copy of facility's employee training for used oil management. This attachment should describe the methods or materials, frequency, and documentation of the training of employees in familiarity with state and federal rules and regulations as well as personal safety and emergency response equipment and procedures. (See item 10, page 7).

**A description of employee training is labeled as Attachment L**

Attachment 2

Closure Plan for  
10 Day Hazardous Waste Transfer Facility

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**Attachment L**

- A. Closure Plan for Used Oil Processing Facility**
  - B. Closure Plan for Solid Waste Processing Facility**
  - C. Closure Plan for Hazardous Waste Transfer Facility**
  - D. Closure Cost Estimates and Financial Assurance**
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**CLOSURE PLAN FOR 10 DAY  
HAZARDOUS WASTE TRANSFER FACILITY**

**Perma-Fix of Fort Lauderdale, Inc.  
3701 SW 47<sup>th</sup> Avenue, Suite 109  
Davie, FL 33314**

**October 1, 2007**

**prepared by**

**Victor L. San Agustin, P.E., C.H.M.M.  
Perma-Fix Environmental Services, Inc.  
10100 Rocket Blvd.  
Orlando, FL 32824**

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## **1.0 Introduction**

### **1.1 Purpose**

This closure plan is prepared in accordance with rule 62-730.171(2)(b), F.A.C. for PFFL, a 10 day hazardous waste transfer facility and also a used oil & solid waste processing facility.

### **1.2 Scope**

This closure plan describes the manner in which the hazardous waste storage area of the facility will be closed in order to satisfy the requirements of closure performance pursuant to 62-710.800(3)(a), F.A.C.. This state rule requires that the closure requirements of federal rule 40 CFR 265.111, 265.112, 265.114, and 265.115 be satisfied.

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### **1.3 Facility Information**

PFFL is a hazardous waste transporter and also operates a 10 day hazardous waste transfer facility at the address below.

Facility Location: Perma-Fix of Fort Lauderdale, Inc.  
3670 SW 47<sup>th</sup> Avenue  
Davie, FL 33314

EPA ID No. : FLD 981 018 773

## **2.0 Closure Performance Standards**

PFFL as owner/operator of the facility, shall close the 10 day transfer waste areas of the facility in a manner that:

- a. Minimizes the need for further maintenance;
- b. Provides for the removal of hazardous wastes stored in the area;
- c. Provides for the disposal of 10 day hazardous transfer waste from the site;
- d. Demonstrates no contamination of the soil has resulted from the facility's operation.
- e. Demonstrates no contamination of groundwater has resulted from the facility's operation. Groundwater contamination is not expected if soil analytical results in d. above show no contamination. A groundwater investigation study will be conducted if directed by the Department.

### 3.0 Closure Plan

Upon closure of the facility, the ten (10) day hazardous transfer waste storage area shall also be closed. Hazardous wastes are stored up to 10 days inside the one storage building located at the facility.

#### 3.1 Disposal of 10 Day Hazardous Transfer Waste

The maximum storage capacity of the facility is approximately 16,500 gallons or the equivalent of 300 - 55 gallon drums. All hazardous waste present at the time of closure shall be removed from the facility and transported by a licensed hazardous waste transporter and disposed of at a permitted hazardous waste treatment, storage, and disposal facility.

Types of hazardous wastes picked up from customers vary. At the time of closure, it is estimated that the following wastes will be present for purposes of calculating closure costs. Respective combined transportation and disposal costs are also shown below:

Ignitable and F-listed Solvent Waste -	113 drums	\$48/drum
Corrosive Waste -	75 drums	\$180/drum
TCLP Metals and TCLP Organic Waste -	75 drums	\$180/drum
Reactive Waste -	37 drums	\$570/drum
Total - 300 drums		

#### 3.2 Decontamination of Transfer Waste Storage Area

Following the removal of all regulated materials, the floor area inside the storage building that used to store containers of hazardous waste will be washed utilizing a 2,200 psi pressure washer or equivalent equipment. The storage areas will be cleaned in a systematic manner to ensure the contaminating material is thoroughly removed. These floor areas will be pressure washed until wash water shows no visual evidence of waste contamination. Wash water generated from the cleaning process will be collected and pumped directly into a tanker trailer for transportation to a permitted hazardous waste treatment storage and disposal facility. 8 - 55 gallon drums of wash water are anticipated to be generated.

Decontamination of the secondary containment area will be verified by collecting a final rinse water sample to verify the absence of volatile organics (EPA Method 8260), semi-volatile organics (EPA Method 8270) and RCRA Metals (EPA Method 6010). The secondary containment area shall be considered clean closed when sampling verifies that the final rinsate exhibits constituent concentrations Practical Quantitative Limits (PQLs) or below two

standard deviations of an average (three sample minimum) background concentration of rinse water used during final rinse activities.

Following final rinsing, the following options, dependent upon rinsate analysis may be exercised.

1. If the final rinsate met the clean closure criteria, no end use restrictions shall be placed on the decontaminated areas, and closure of the area shall be deemed clean closed.
2. If constituents are found in the final rinsate above the clean closure criteria, but below risk based concentrations approved by the Department, end-use restrictions will be placed on the areas, and closure of the areas may be deemed final.
3. Units that cannot meet the clean closure criteria nor the risk-based concentrations approved by the Department will be removed and disposed of as hazardous waste.

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### **3.3 Environmental Monitoring & Analysis**

To demonstrate that hazardous constituents have not impacted soils underlying the hazardous waste transfer waste storage area, a subsurface investigation will be conducted. Concrete coring will be conducted to access the underlying soil. The concrete core samples will be located in the areas where there is evidence of spills, deterioration, cracks, gaps, heavily used areas, and low spots where liquids may have accumulated. It is assumed that 2 sampling locations will be necessary. Soil samples will be collected at a depth of 0" to 6" below the concrete/soil interface utilizing applicable sampling methods described in SW-846. Since the storage area floor is approximately 5 to 6 feet above soil grade, the soil samples may be accessed from outside the storage building in order to avoid having to core through 5 to 6 feet of foundation and fill material.

In order to verify that the soil underlying these units has not impacted with hazardous waste or hazardous waste constituents, the soil shall be considered clean closed when soil samples exhibit concentrations below PQLs or two standard deviations of an average (three sample minimum) background constituent concentration, or Florida soil literature concentration ranges for metals.

The soil samples will be collected and analyzed for total metals (Method 6010), volatile organics (Method 8260), and semi-volatile organics (Method 8270). After receipt of analytical results, the following options may be exercised.

1. If soil results meet the clean closure criteria, no end use restrictions shall be placed on the units.
2. If soil results exceed the clean closure criteria, additional subsurface investigations may be performed to define the extent and magnitude of constituent contamination, as directed by the Department.
3. After defining the extent and magnitude of constituent contamination, a risk assessment will be performed or corrective action activities will be conducted.

#### **4.0 Closure Cost Estimate**

Detailed closure cost information is presented in Table I-2. Attachment A includes transportation and disposal costs charged by Perma-Fix of South Georgia, Inc., a permitted hazardous waste treatment, storage, and disposal facility. The attachment also includes pricing from Enco Labs for analyzing soil and final rinsate samples.

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#### **5.0 Financial Assurance Mechanism for Closure**

Financial assurance to cover the closure costs shown in Table I-2 will be provided after Department approval of this closure plan.

**Table I-2**

**Calculation of Closure Costs  
10 Day Hazardous Waste Transfer Waste**

1. Transportation and Disposal of Ignitable and F-Solvent Waste	
113 drums, \$48/drum.....	\$5,424
2. Transportation and Disposal of Corrosive Waste	
75 drums, \$180/drum.....	\$13,500
3. Transportation and DisposalTCLP Metals and TCLP Organics	
Waste, 75 drums, \$180/drum.....	\$13,500
4. Transportation and Disposal of Reactive Waste	
37 drums, \$570 per drum.....	\$21,090
5. Decontamination of Floor by Pressure Washing	
8 hours, \$60/hr.....	\$480
6. Disposal of Decontamination Wastewater	
8 drums, \$110 per drum.....	\$880
7. Concrete Core Sampling, 8 hours, \$60/hr.....	\$480
7. Soil Lab Analyses for EPA Methods 8260B, 8270C, 8 RCRA	
Metals, 2 soil samples, \$100 for 8260B, \$250 for 8270C, \$120 for	
8 RCRA Metals.....	\$940
8. Final Rinsate Lab Analyses	
1 final rinsate sample, \$100 for 8260B, \$250 for 8270C, \$120 for	
8 RCRA Metals.....	\$470
9. Closure Report / P.E. Certification.....	<u>\$6,000</u>

Subtotal.....	\$62,764
Add 15% Contingency.....	<u>\$9,415</u>
<b>Total -</b>	<b>\$72,179</b>



**Attachment A**

**Transportation and Disposal  
Costs by Vendor –  
Perma-Fix of South Georgia, Inc. &  
Clean Harbors, Inc.**

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Perma-Fix of South Georgia  
Intercompany Price Schedule

Effective February 1, 2007

Category	Final Disposal	55 gal price
Fuel-Liquid	Energis	48.00
Fuel - Sludge, >10 gallons sludge	Energis	75.00
Fuel - Chlorides, >30%	Energis	110.00
Fuel - High Water, high flash point	Energis	110.00
Fuel Solids	SK-Smithfield	180.00
Flammable - Loosepack	Energis	180.00
Aerosols	SK-Smithfield	180.00
Corrosives	PETS/Energis	180.00
Hazardous Landfill Solids	US Ecology	180.00
Incineration	Clean Harbors	Case-by-Case*

\*Call for pricing, T & D cost plus 10%, awaiting new pricing from Teris

Formulas for Determining Prices for Varying Drum Container		55 Price x
Cubic Yard Bag/Box	4	
Pallet	4	
85 gal	1.25	
30 gal	0.75	
>5 and <30 gal	0.5	
5 gal or less	0.25	
\$25.00/minimum applies		

Copyright 2006 All Rights Reserved Clean Harbors Environmental Services, Inc.

Waste Class (Code)	Waste Class Description	UOM	Price	5 gallon or minimum price
	<b>All Lab Packs</b> (Aqueous, Incineration, Fuel Blending, Landfill)			<i>Clean Harbors Self-Pack Program</i>
<b>LBR</b>	REACTIVE LITHIUM BATTERIES	LBS	\$3.50	N/A
<b>LCCRA</b>	LAB PACKS INCINERATION - GENERAL: ACIDIC MATERIALS (LCCRA), ALKALINE MATERIALS (LCCRB), ORGANIC MATERIALS (LCCRC), FLAMMABLES (LCCRD), MATERIALS REQUIRED BY DOT TO BE PACKAGED ALONE (e.g., PIH Materials) (LCCRI), OXIDIZING MATERIALS (LCCRO) Note that this overall category includes RCRA landfill materials.			
<b>LCCRB</b>				
<b>LCCRC</b>		LBS	\$1.50	\$75.00
<b>LCCRD</b>				
<b>LCCRI</b>				
<b>LCCRO</b>				
<b>LCCRO</b>	LAB PACKED AEROSOLS (RCRA & NON-RCRA) FOR INCINERATION	LBS	\$0.55	\$75.00
<b>LCCRR</b>	LAB PACK REACTIVES FOR INCINERATION	LBS	\$3.00	\$125.00
<b>LCHSI</b>	LAB PACKS PCSs (LCHSI) & PCB / RCRA (LCHSR) FOR INCINERATION			
<b>LCHSR</b>		55DM	\$645.00	\$193.50
<b>LPTN</b>	Paints & Paint Related Material-"Non-Pourable" (Maximum inner containers 5-gallon)	LBS	\$6.47	\$55.00
<b>LPTP</b>	Paints & Paint Related Material- "Pourable" (Maximum inner containers 5-gallon)	LBS	\$0.47	\$55.00
<b>LCCRP</b>	LAB PACK DIOXIN (PRECURSERS) FOR DISPOSAL IN CANADA	LBS	\$14.00	\$700.00
<b>LCHG1</b>	LAB PACK MERCURY FOR STABILIZATION	LBS	\$2.00	\$75.00
<b>LCHSL</b>	LAB PACK PCB FOR LANDFILL	55DM	\$200.00	\$75.00

**SELF-PACK LAB PACK APPROVAL PROCEDURES**

Container Inventory Sheets (Packing Slips):

Mike Platte - Corporate Self Pack Manager

Email: [platt.michael@cleanharbors.com](mailto:platt.michael@cleanharbors.com)

Fax: 781.792.5920

Phone: 781.792.5384

Transportation of 55 gal reactive Labpack - \$30.00  
Disposal of 55 gal reactive Labpack waste:  
\$3.00/Lb, 180 Lbs/drum - \$540.00

Total Per Drum - \$570.00

**Approval Numbers:**

Once approved, Mike Platt will email with Approval Numbers ("CC" number) & copy the appropriate Customer Service Representative, with the Approval Number(s)

Approval Numbers ("CC" number), CHES Waste Code, & Drum I.D are to be listed in Section 15 of the manifest, & on the drum & drum packing list attached to the outside of the drum in a waterproof packing envelope

**Scheduling:**

All scheduling goes through Clean Harbors Customer Service Representatives.



## Container Minimums & Standard Conversions



5-Gallon Drum Minimum Price	
Standard Conversions for Waste Priced "Per Drum"	
5-Gallon	listed minimum
6-29 Gallons:	55 Gallon rate x 0.60, or listed minimum, whichever is greater
30-54 Gallons:	55 Gallon rate x 0.75, or listed minimum, whichever is greater
85-Gallon Overpacks	55 Gallon rate x 1.45
Flexbins (FBINS)	55 Gallon rate x 3.5 (FBINS = Cubic Yard Boxes/Super Sacks)
Tote(<300 Gal):	55 Gallon rate x 5.0
Tote(>300-375 Gal):	55 Gallon rate x 6.3
Standard Conversions for Non-Lab Pack Waste Priced "Per Pound"	
5-Gallon	listed minimum
6-20 Gallons:	125 Pounds or listed minimum, whichever is greater
21-30 Gallons:	190 Pounds or listed minimum, whichever is greater
31-55 Gallons:	350 Pounds
56-85 Gallons:	500 Pounds
Cubic Yard Box:	1300 Pounds
Tote(<300 Gal):	1750 Pounds
Tote(>300-375 Gal):	2450 Pounds
Standard Conversions for Lab Packs & FB5 Debris Priced "Per Pound"	
5-Gallon	listed minimum
6-20 Gallons:	65 Pounds or listed minimum, whichever is greater
21-30 Gallons:	99 Pounds or listed minimum, whichever is greater
31-55 Gallons:	180 Pounds or listed minimum, whichever is greater
56-85 Gallons:	250 Pounds
Cubic Yard Box:	675 Pounds
Pricing Notes	

Clean Harbors fixed Energy and Recovery Fee will be added to the total invoice. Currently the rate is 9.0%  
Pricing does not include transportation, or any state/local waste fees.

**Attachment B**

**Soil and Final Rinsate  
Analytical Costs by  
3<sup>rd</sup> Party Lab – Enco Laboratories, Inc.**

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**Environmental Conservation Laboratories, Inc.**

10775 Central Port Drive  
Orlando, Florida 32824  
(407) 826-5314 phone  
(407) 850-6945 fax  
NELAP #E83182

4810 Executive Park Ct, Suite 211  
Jacksonville, FL 32216-6069  
(904) 296-3007 phone  
(904) 296-6210 fax  
NELAP #E82277

102-A Woodwinds Industrial Court  
Cary, NC 27511  
(919) 467-3090 phone  
(919) 467-3515  
NELAP #E87610

[www.encolabs.com](http://www.encolabs.com)

September 25, 2007

Perma-Fix of Orlando, Inc.  
10100 Rocket Boulevard  
Orlando, FL 32824

Re: Ft. Lauderdale Closure

Attention: Victor San Agustin

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Environmental Conservation Laboratories, Inc. is pleased to submit the following quotation for analytical services, as requested September 25, 2007.

**Sampling Supplies/Shipping Requirements**

Shipping containers and bottles will be supplied by Environmental Conservation Laboratories, Inc. Samples must be iced from time of collection until received at the laboratory. Some analyses require special sample handling – please contact your Project Manager at the laboratory if you have any questions upon receipt of containers.

**Quality Assurance**

All of our facilities are accredited by NELAP and also maintain additional state certifications and approvals throughout the Southeast and Mid-Atlantic regions. Unit pricing includes adherence to and documentation of compliance with applicable Quality Assurance/ Quality Control protocols for each procedure performed. Our Quality Assurance/ Quality Control program ensures acceptable accuracy and precision for each analytical method. All published data is defensible, with quality control results provided with every report.

**Analytical Requirements and Unit Pricing**

Environmental Conservation Laboratories, Inc. anticipates receiving samples from Perma-Fix of Orlando, Inc. from the proposed **Ft. Lauderdale Closure** project in the near future. These samples will be analyzed for the parameters listed in the Analytical Requirements and Unit Pricing section below.

Qty	Matrix	Method, Parameter	Fee per Sample	Total
1	Water	8260B (Full List)	\$100.00	\$100.00
1	Water	8270C (Full List)	\$250.00	\$250.00
1	Water	RCRA (8) Metals	\$120.00	\$120.00
2	Soil	8260B (Full List)	\$100.00	\$200.00
2	Soil	8270C (Full List)	\$250.00	\$500.00
2	Soil	RCRA (8) Metals	\$120.00	\$240.00
TOTAL				\$1,410.00

**Comments/Special Considerations:**

Quote Expiration Date: September 25, 2007

This quote shall expire 120 days from the above date.

**Terms and Conditions:**

In the absence of a written agreement, acceptance of samples is in accordance with Environmental Conservation Laboratories, Inc.'s attached Standard Terms and Conditions of Sale. All payment is due net thirty (30) days from invoicing date unless special arrangements have been requested and approved by ENCO.

Perma-Fix of Orlando, Inc.  
Victor San Agustin  
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### **Reporting Format**

A final report summarizing all data and Quality Assurance/Quality Control results will be forwarded no later than one (1) day following completion of analyses. Additionally, *numerous electronic reporting options are available* – contact your Project Manager for details.

ENCO's standard Hardcopy Report includes the following minimum information:

Date of Sample Collection/Receipt/Extraction/Analysis  
Analytical Data  
Matrix Spike/Matrix Spike Duplicate Recoveries  
Laboratory Check Sample Recoveries  
MS/MSD Relative Percent Differences  
Laboratory Blank Data  
Surrogate Recoveries  
Original Chain-of-Custody

### **Sample Disposal/Invoicing**

Samples will be disposed of thirty (30) days after the report date, unless prior arrangements have been made with the laboratory. Samples will be held longer, upon request, on a fee per month basis.

To ensure successful completion of your project, I urge you to communicate any unanticipated changes in the scope of work (i.e., methods, project start up dates, numbers of samples, matrices, etc.) to either myself or the laboratory - as soon as possible. Should you require further information, please do not hesitate to contact me at (407) 826-5314.

Sincerely,  
ENVIRONMENTAL CONSERVATION LABORATORIES, INC.

*James W. Gregory*

James W. Gregory  
Senior Vice President



# ENVIRONMENTAL CONSERVATION LABORATORIES, INC.

## TERMS AND CONDITIONS

When a Client places an Order for any work to be done by Environmental Conservation Laboratories, Inc. ("ENCO"), the Order constitutes an acceptance by the Client of ENCO's offer to do business under these Terms and Conditions, and an agreement to be bound by these Terms and Conditions. No contrary or additional terms and conditions expressed in a Client's document shall be deemed to become a part of the contract created upon acceptance of these Terms and Conditions, unless accepted by ENCO in writing. A written agreement signed by both ENCO and Client may supersede some or all of these Terms and Conditions.

### 1. Orders, Samples, Services

The Client may place an Order by specifying a Scope of Work in writing or by telephone subsequently confirmed in writing. The Order shall not be valid unless it contains sufficient specification to enable ENCO, in its sole discretion, to carry out the Client's requirements. Samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal or state law. If any samples not accompanied by adequate disclosure cause interruption in ENCO's ability to process work due to contamination, the Client will be responsible for all costs associated with the contamination, including, but not limited to, clean-up and restoration of equipment and premises, and costs associated with ENCO's business interruption. All turnaround times must be mutually agreed upon and will be calculated from Sample Delivery Acceptance, which is the point in time when ENCO has determined that it can proceed with the defined work following receipt, inspection of samples, and resolution of any discrepancies in Chain of Custody forms and project guidance regarding work to be done. Sample delivery alone does not constitute acceptance by ENCO. Prior to Sample Delivery Acceptance at ENCO, the entire risk of loss of or damage to samples remains with the Client. In no event will ENCO have any responsibility or liability for the action or inaction of any carrier shipping or delivering any sample to or from ENCO's premises. Client is responsible to ensure that sample shipments comply with all applicable material shipping and labeling laws and regulations. ENCO reserves the right to refuse or revoke Sample Delivery Acceptance for any sample which in ENCO's sole discretion: a) may pose a risk in handling, transport or processing, b) is of unsuitable volume, or c) holding times cannot be met. Unless otherwise specified by the Client and agreed to in writing by ENCO, sample materials will be held for 30 days following the date of the invoice for the work. After thirty days, any remaining materials will, in ENCO's sole discretion, be returned to the Client at the Client's expense or disposed of by ENCO.

### 2. Payment Terms

Services performed by ENCO will be in accordance with prices quoted and later confirmed in writing or as stated in its most recent Price List. Prices are subject to change periodically without notice. The prices quoted or stated in the Price List do not include any sales, use or other taxes unless specifically stated. All payment shall be made in currency of the United States of America. Checks drawn on foreign banking institutions are not accepted. Payment in advance is required for all Clients except those whose credit has been established with ENCO. For Clients with approved credit, payment terms are net 30 days from the date of invoicing by ENCO. All late payments are subject to an additional interest and service charge of one and one-half percent (1.5%) (or the maximum rate permissible by law, whichever is less) per month or portion thereof from the due date until the date of payment. All fees are the responsibility of the Client. ENCO will not bill a third party without a statement signed by the third party that acknowledges and accepts payment responsibility. Client remains responsible for payment of services billed to a third party. ENCO may suspend work and withhold delivery of data at any time in the event: a) Client fails to make timely payment of any of its invoices; or b) ENCO receives an unfavorable credit report on Client. Client shall be responsible for all

costs and expenses of collection, including reasonable attorneys' fees. Client is responsible for work done prior to suspension of work.

### 3. Change Orders, Termination

Changes to the Scope of Work, price or result delivery date may be initiated by ENCO after Sample Delivery Acceptance due to any condition which conflicts with analytical or other protocols warranted in these Terms and Conditions. Changes to the Scope of Work may be initiated by the Client after Sample Delivery Acceptance. Such a change must be documented in writing and may result in a change in cost and turnaround time commitment. ENCO may in its sole discretion refuse to accept such changes, and ENCO's acceptance of such changes is contingent upon technical feasibility and operational capacity suspension or termination of all or any part of the work may be initiated by the Client. ENCO will complete all work in progress and Client is responsible for payment in full pursuant to these Terms and Conditions for all work completed.

### 4. Warranties, Liabilities, and Indemnification

Where applicable, ENCO will use analytical methodologies which are in substantial conformity with published test methods. ENCO has implemented these methods in its Laboratory Quality Manuals and referenced Standard Operating Procedures. Where, in ENCO's sole discretion, the nature or composition of the samples requires it, ENCO reserves the right to deviate from these methodologies to the extent necessary or appropriate, in ENCO's sole discretion. Client may request that ENCO perform according to a mutually agreed written Quality Assurance Project Plan (QAPP). In the event that samples arrive prior to agreement on a QAPP, ENCO will proceed with analyses under its standard Quality Manuals then in effect, and ENCO will not be responsible for any resampling or other charges if work must be repeated to comply with a subsequently finalized QAPP. ENCO shall start preparation and/or analysis within method-specified holding times provided that Sample Delivery Acceptance occurs within 48 hours of sampling or within 1/2 of the holding time for the test, whichever is less. Where resolution of inconsistencies leading to Sample Delivery Acceptance does not occur within this period, ENCO will use its best efforts to meet holding times and will proceed with the work provided that, in ENCO's judgment, the chain of custody or definition of the Scope of Work provide sufficient guidance. Reanalysis of samples to comply with ENCO's Quality Manuals will be deemed to have met holding times provided the initial analysis was performed within the applicable holding time. Where reanalysis demonstrates that sample matrix interference is the cause of failure to meet any Quality Manual requirements, the warranty will be deemed to have been met. These warranty obligations are the sole and exclusive warranties given by ENCO in connection with any services performed by ENCO or any Results generated from such services, and ENCO gives and makes **NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.** No representative of ENCO is authorized to give or make any other representation or warranty or modify this warranty in any way. Client's sole and exclusive remedy for the breach of warranty in connection with any services performed by ENCO, will be limited to repeating any services performed, contingent on the Client's providing at the request of ENCO and at the Client's expense, additional sample(s) if necessary. Any reanalysis requested by the Client generating Results consistent with the original Results will be at the Client's expense.

ENCO's liability for any and all causes of action arising out of or related to this agreement or in connection with provision of services, whether based in contract, tort, warranty, negligence or otherwise, shall be limited to the lesser amount of compensation for the service performed or \$1,000. Under no circumstances, whether arising in contract, tort (including negligence), or otherwise, shall ENCO be responsible for loss of use, loss of profits, or for any special, indirect, incidental or consequential damages occasioned by the services performed or not performed or

by application or use of the reports prepared. Client agrees that these limitations appropriately reflect the business risk and are not unconscionable. In no event shall ENCO have any responsibility or liability to the Client for any failure or delay in performance by ENCO which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond the reasonable control of ENCO. Such causes and circumstances shall include, but not be limited to, acts of God, acts of Client, and orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, matrix interference or unknown contaminated samples that impact instrument operation, unavailability of supplies from usual suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond ENCO's reasonable control. The Client hereby agrees to indemnify and defend ENCO from any and all claims by any third party arising out of or related to that party's reliance upon the Results provided by ENCO, irrespective of ENCO's negligence or its failure to comply with its warranties or other obligations hereunder. Notwithstanding the Client's duty to indemnify and defend ENCO, the Client may not unreasonably withhold ENCO's right to defend its data.

### 5. Results, Work Product

Data or information provided to ENCO or generated by services performed under this agreement shall become the property of Client only upon receipt in full by ENCO of payment for the entire Order. Ownership of any analytical method, QAPP, protocols, software programs or equipment developed by ENCO for performance of work will be retained by ENCO, and Client shall not disclose such information to any third party. In the event that ENCO is required to respond to legal process related to services for Client, Client agrees to reimburse ENCO for hourly charges for personnel involved in the response and attorneys' fees reasonably incurred associated with the litigation and ENCO's response.

### 6. Miscellaneous Provisions

These Terms and Conditions, together with any additions or revisions which may be agreed to in writing and signed by ENCO, represent the entire agreement between the parties and provide the only remedies available. These Terms and Conditions shall supersede any previous communication, representations or agreements, either verbal or written, between the Client and ENCO. The invalidity or unenforceability, in whole or in any part, of any provision, term or condition hereof shall not affect the validity or enforceability of the remainder of these terms and conditions or their interpretations. No waiver by ENCO of any provision, term or condition hereof or of any obligation of the Client shall constitute a waiver of any subsequent breach or other obligation. These Terms and Conditions and any transactions or agreements to which they apply as well as any dispute between ENCO and the Client, whatever its basis, shall be governed by the laws of the State of Florida. The Client waives any defense of personal jurisdiction or forum non conveniens (inconvenient forum) and agrees to submit to personal jurisdiction of the courts of the State of Florida. The Client agrees that the sole and exclusive venue for any action filed in connection with any dispute arising between Client and ENCO shall be in a court of competent jurisdiction in Orange County Florida. **THE CLIENT EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION.**

Attachment 3

Corrected Typo  
"Prohibited Wast"

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## **10.2 Nicad (Nickel/Cadmium) Batteries**

Nicad batteries are managed as universal wastes in accordance with 40 CFR 273. Nicad batteries are placed in DOT-approved containers and are shipped to a nicad battery recycler for recycling. When properly managed as universal wastes, nicad batteries are not subject to waste analysis plan requirements. A material profile form is completed for nicad batteries. Appendix 5 contains an example of such a material profile form.

When it is not possible to manage nicad batteries as universal waste, nicad batteries must also be placed in DOT approved containers and managed as a hazardous waste. Analytical testing for hazardous waste nicad batteries shall be dictated by the waste analysis plan of the hazardous waste facility terminating the manifest. Documentation of this waste analysis shall be through the material profile form. If any indication (e.g., visual, odor, etc...) exists that batteries have been commingled with other waste, the batteries shall be rejected. A sample of the commingled waste shall be obtained for waste analysis pursuant to Section 6.0 above.

## **11.0 Universal Waste Lamps and Devices**

Universal waste lamps and devices are managed and accumulated by PFFL in small quantities (< 5,000 kg) as universal wastes in accordance with 40 CFR 273 Subpart B. When properly managed under 40 CFR 273, universal waste lamps and devices are not subject to waste analysis plan requirements. A material profile form is completed for lamps and devices managed as universal waste. Appendix 5 contains an example of such a material profile form. PFFL sends universal waste lamps and devices to a licensed recycler.

When it is not possible to manage lamps/devices as universal waste such as when lamps are broken or crushed or devices are leaking, must be placed in DOT approved containers and managed as a hazardous waste. Analytical testing for hazardous waste lamps and associated devices shall be dictated by the waste analysis plan of the hazardous waste facility terminating the manifest. Documentation of this waste analysis shall be through the material profile form.

## **12.0 Prohibited Waste**

PFFL does not accept radioactive waste or PCB waste or hazardous waste for processing / treatment onsite.

the protection of personnel and the prevention of adverse impact being paramount concerns. Tanks are thickness-tested approximately once every 5 years and a tank system integrity assessment is performed by a professional engineer registered in Florida also approximately once every five years.

The General Manager is responsible for implementation of the inspection program as well as directing the required corrective measures. Facility and tank inspections are conducted daily. Daily inspection logs are illustrated in Appendix A. All inspection logs are retained for a minimum of three years.

Tanks used to store used oil are labeled with the words "used oil". All containers containing oily waste are labeled with a description of the waste contained (i.e., oily sludge, oily rags, etc...)

### **62-762.700 Repairs, Operation, Maintenance of Storage System**

In the event any component of a storage tank system is discovered to have discharged or contributed to the discharge of a pollutant, that component shall be isolated from the system, if possible, and not used until the component is repaired or replaced. If the storage tank system or any component of the system cannot be operated, the storage tank system shall not be operated until the component has been repaired or replaced. If a tank has discharged or contributed to the discharge of a pollutant, the tank shall be taken out of service until the tank has been repaired or replaced.

All repairs to storage tank systems shall be made in a manner which prevents any discharge from the storage tank system due to structural failure or corrosion for the remaining useful life of the storage tank system.

Sludge is removed from each tank approximately once every 5 years.

Perma-Fix shall maintain records of any repairs, excluding routine maintenance, to a storage tank system for the remaining life of the system.

Secondary containment shall be repaired as necessary to maintain product tightness and containment volume of the system, including but not limited to sealing of cracks in the concrete, repairing punctures, and maintaining the containment walls.

### **Containment and Diversion Structures**

The following containment systems are in use at the facility:

Secondary containment is provided for all tanks and drums used to store material at the facility as illustrated in the SPCC plan. PFFL stores used oil only in tanks and containers. The units are in good condition without severe rust and apparent structural defects or deterioration. There are no visible leaks. All containers used to store used oil and/or other non-hazardous and hazardous wastes are equipped with concrete berms capable of containing >20% of the volume of material stored.

The secondary containment system for the above ground storage tanks is capable of containing 110% of the contents of the largest tank. The containment system consists

of a concrete floor (approximately 24 inches thick) and walls (8 inches thick) sufficiently impervious to used oil to prevent any used oil released into the containment system from migrating out and into the soil and/or groundwater. Concrete containment areas are sealed with an epoxy coating to enhance the containment system. There are no underground tanks located at the site. In addition, loading and unloading areas are located in secondary barrier containment.

#### **62-762.800, F.A.C. Out of Service Requirements**

A Closure Plan meeting the requirements of rule 62-762.800 is presented in Attachment L.

#### **Released Material and Accumulated Precipitation**

PFFL's inspection schedule provides for the tank system to be inspected by assigned personnel on a daily basis. Any spilled or leaked material will be removed from the secondary containment system within 24 hours of detection of the spill or leak. Precipitation will be removed from secondary containment system within 48 hours after the precipitation has stopped.

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The spilled material will be transferred to an appropriate storage tank. Precipitation will be transferred to the facility's wastewater treatment system tanks.



**Attachment 4**

**Home and Work Addresses of  
Emergency Coordinators  
See Attached Page 5 of 18**

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# **CONTINGENCY PLAN & EMERGENCY PROCEDURES**

**PERMA-FIX OF FORT LAUDERDALE, INC.**

**3701 S.W. 47<sup>th</sup> Avenue, Suite 109  
Davie, FL 33314**

**Sept. 27, 2007**

**(Revision 1)**

**prepared by**

**Victor L. San Agustin**

**Director of Compliance**

**Perma-Fix Environmental Services, Inc.**



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## **1.0 Introduction**

### **1.1 Purpose**

The purpose of this plan is to minimize hazards to human health and the environment from fire, explosion, and/or any unplanned sudden release of hazardous materials or waste to the environment. This plan is to be implemented immediately whenever there is a fire, explosion, and/or sudden release of material / waste that could threaten human health and/or the environment.

This document establishes a Contingency Plan and Emergency procedures that complies with the following permits and licenses.

- a. FDEP Hazardous Waste Transporter/Transfer Facility  
No. FLD 981 018 773
- ~~b. FDEP Used Oil / Solid Waste Processing Facility No. 50030-UO~~
- c. DPEP Hazardous Materials Storage Facility No. STO-2791
- d. DPEP Hazardous Materials Transfer Facility No. HTS-006
- e. DPEP Industrial Sludge Hauler No. 60045

### **1.2 Scope**

This contingency plan and emergency procedures was developed in accordance with:

Code of Federal Regulations:	40 CFR 279.52(b)
Florida Administrative Code:	62-730.171(2)(a) [40 CFR 265 Subpart C&D]
Broward County Codes:	27-306(b)(8), 27-368(c)(4)(e), 27-368(d)(3)(f)

### **1.3 Responsibilities**

The General Manager or his designee is responsible for modifying this plan, as needed, to reflect changes in facility operations and/or county, state, or federal regulations. The General manager or his/her designee is responsible for the implementation of this plan in the event of an emergency and/or accidental release of material/waste. The General Manager is responsible for ensuring that all employees are familiar with the content of this plan and are able to implement it, if needed.

The General Manager is responsible for ensuring that this plan is posted and accessible to all employees. In the absence of the General Manager, the Operations Manager is responsible for implementing the plan in the event of an emergency and/or accidental release of material / waste.

All plant employees are responsible for reading, understanding, and implementing this plan in the event of an emergency and/or accidental release of material / waste.

## **2.0 General Information**

Facility Name: Perma-Fix of Fort Lauderdale, Inc.

Facility Location: 3670 SW 47<sup>th</sup> Avenue  
Davie, FL 33314

Office Address: 3701 SW 47<sup>th</sup> Avenue, Suite 109  
Davie, FL 33314

EPA ID Number: FLD 981 018 773

Facility Activities: Used Oil / Solid Waste Processing, 10 Day Hazardous  
~~Waste Transfer Facility, Biomedical Waste Storage Facility~~

## **3.0 Implementation of Contingency Plan**

The provisions of this plan will be carried out immediately whenever there is a fire, explosion, or sudden release of hazardous material / waste to the environment.

## **4.0 Arrangement with Local Emergency Response Agencies**

Arrangements with local authorities have been established by providing the Davie Police Department, Davie Fire Department, Plantation General Hospital, and Broward General Hospital with a copy of this plan and a letter requesting their assistance in the event of an emergency. Refer to Appendix A for a copy of all correspondences. In the event of a revision of this plan, a copy will be submitted to the above referenced agencies.

## **5.0 Copies of the Contingency Plan**

A copy of the Contingency Plan and all associated revisions will be maintained at the facility and the office. A copy of the plan will be submitted to the Davie Police Department, Davie Fire Department, Plantation General Hospital, and Broward General Hospital. Additional copies of this plan are available from the General Manager.

## **6.0 Amendments to Contingency Plan**

This plan will be revised, if necessary, whenever:

- a. Applicable ordinances or regulations are revised;
- b. The plan fails in an emergency;

- c. The facility changes in a manner that materially increases the potential for fires, explosions, or the release of hazardous materials / waste, or changes the response necessary in an emergency,
- d. The Emergency Coordinators change,
- e. The list of emergency equipment changes.

In the event of revisions to this plan, a revised copy will be submitted to the authorities identified in Section 4.0. A revised copy of this plan will also be maintained at the facility and office.

## **7.0 Emergency Coordinators**

The following identifies the facility's primary and alternate emergency coordinators (EC):

Primary: John P. "Shawn" Lennon, Jr.  
General Manager  
(954)583-3795 (office)  
(954)296-3873 (cell)  
Home – 9140 SW 49<sup>th</sup> St., Cooper City, FL 33328  
Work - 3701 S.W. 47<sup>th</sup> Avenue, Suite 109, Davie, FL 33314

Alternate: Steven T. Swett  
Operations Manager  
(954)791-1327 (office)  
(954)296-3871 (cell)  
Home – 6250 Palm Trace Landings Dr., Davie, FL 33314  
Work - 3670 S.W. 47<sup>th</sup> Avenue, Davie, FL 33314

At all times, there will be at least one EC either at the facility or on call who is available to respond to an emergency by reaching the facility within a short period of time and has the responsibility of coordinating all emergency response activities. The EC will be familiar with all aspects of this plan, all operations, and activities at the facility, the location and characteristics of the waste handled, the location of all records within the facility, and the facility layout. Additionally, the EC has the authority to commit the resources needed to carry out this plan.

## **8.0 Emergency Procedures**

### **8.1 Identifying Releases and Hazards**

Whenever there is a release, fire, or explosion, the EC will immediately identify the characteristics, exact source, amount, and a real extent of any released material / waste. The EC will do this by observation or review of facility records / manifests and, if necessary, by chemical analyses.

Concurrently, the EC will assess possible hazards to human health or the environment that may result from a release, fire, or explosion. This assessment will consider both direct and indirect effects of a release, fire, or explosion such

as toxic gases, or the effect of any hazardous surface water runoff from water or chemical agents used to control the situation.

## **8.2 Notification and Reporting**

Whenever there is an imminent or actual emergency, the EC or his designee, will immediately activate the facility communication system and notify all facility personnel. The facility communication system includes a telephone, a two-way radio system, and horn signals. The EC will also notify the following agencies as indicated:

- a. Town of Davie Fire Department via 911 **(Immediately)**
- b. DPEP via 954/765-4900 **(within 24 hours)**
- c. Florida Dept. of Environmental Protection via 561/681-6600 **(within 24 hours)**
- d. Florida Bureau of Disaster Preparedness via 850/413-9911 or 800/320-0519 **(within 24 hours)**

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~~Notification of additional local authorities listed in Appendix B may be conducted, as deemed necessary by the EC.~~

If the EC determined that the facility has had a release, fire, or explosion which could threaten human health or the environment outside the facility boundaries, he will report his findings as follows:

- a. If the EC's assessment indicated that the evacuation of the local area may be advisable, he will notify the local authorities identified above. Additional assistance from local authorities listed in Appendix B may be obtained as deemed necessary by the EC. The EC will be available to assist local authorities in deciding whether evacuation of the immediate area is needed.
- b. The EC will immediately notify the National Response Center at 800/424-8802 and report the following information:
  - i) Name and telephone number;
  - ii) Name and address of facility;
  - iii) Time and type of accident;
  - iv) Name and quantity of material involved and to the extent known;
  - v) Possible hazards to human health and the environment, outside the facility boundaries.

## **8.3 Emergency Procedures**

During an emergency, the EC will take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, or spread to other hazardous material / waste at the facility. These measures may include stopping operation, collecting and containing released material / waste, and removing or

isolating containers. If the facility stops operating, the EC will monitor for leaks, pressure build up, or rupture in valves, pipes, etc...

After an emergency, the EC will provide for treatment, storage, and disposal of recovered material / waste including contaminated soil, water, or other material. The treatment, storage, and disposal of recovered material / waste will be conducted in accordance with applicable local, state, and federal regulations. Waste management companies utilized in the treatment, storage, and disposal of recovered material / waste will be chosen at the EC's discretion. The EC will ensure that, in the affected areas of the facility, no material/waste is incompatible with the released materials until clean-up procedures are completed. All emergency equipment listed in this plan (Appendix C) will be cleaned, if necessary, and fit for its intended use before operations are resumed.

#### **8.4 Emergency Equipment**

A list of emergency equipment available on site is contained in Appendix C.

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#### **8.5 Evacuation of Facility**

The EC is responsible for determining which emergencies require evacuation. The EC may deviate from the evacuation procedures identified below if necessary to bring the situation under control. An evacuation route map and a site location map are illustrated in Appendix D and E respectively. In the event of a plant evacuation, the following steps will be taken:

- a. The signal for evacuation will be given which consists of three long blasts of the air horn. The two-way radio system will be used to notify/divert incoming drivers.
- b. All vehicle traffic within the Plant will cease. Visitors, contractors, and customers will no longer be allowed in the facility.
- c. All personnel, visitors, contractors, and customers will immediately leave through the main gate.
- d. No persons will be allowed to enter the plant without authorization from the EC and senior fire department representative.
- e. All persons evacuating the plant will assemble southwest of the plant on the west side of SW 47<sup>th</sup> Avenue at a point chosen by the EC. The assembly point will be within the vicinity of the location identified on the evacuation route map. (Appendix D).
- f. The EC will conduct a head count to confirm that all persons within the facility are present. Any person not accounted for will be immediately reported to the senior fire department representative.

- g. After the emergency, no personnel will be allowed to re-enter the plant until authorization is obtained from the senior fire department representative and the EC.

## **9.0 Recordkeeping**

The EC will submit a written closure plan to the Broward County Department of Planning and Environmental Protection within 5 days of the incident.

The EC will notify the Florida Department of Environmental Protection in writing before operations resume:

- a. In the affected area(s) of the facility, no material/waste is incompatible with the released material, and
- b. All emergency equipment listed in this plan is clean and fit for its intended use.

The EC will document in the facility's operating record the time, date, and details of any incident that required the implementation of this plan. Within 15 days after the incident, the EC will submit a written report on the incident to the Florida Department of Environmental protection. The report will include the following information:

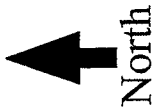
- a. Name, address, and telephone number of the owner/operator.
- b. Name, address, and telephone number of the facility,
- c. Date, time, and type of incident,
- d. Name and quantity of materials involved,
- e. The extent of injuries, if any,
- f. An assessment of actual or potential hazards to human health and the environment, if any,
- g. Estimated quantity and disposition of recovered material resulting from the incident.

**Attachment 5**

**8 1/2" x 11" Site Layout  
Perma-Fix of Fort Lauderdale, Inc.**

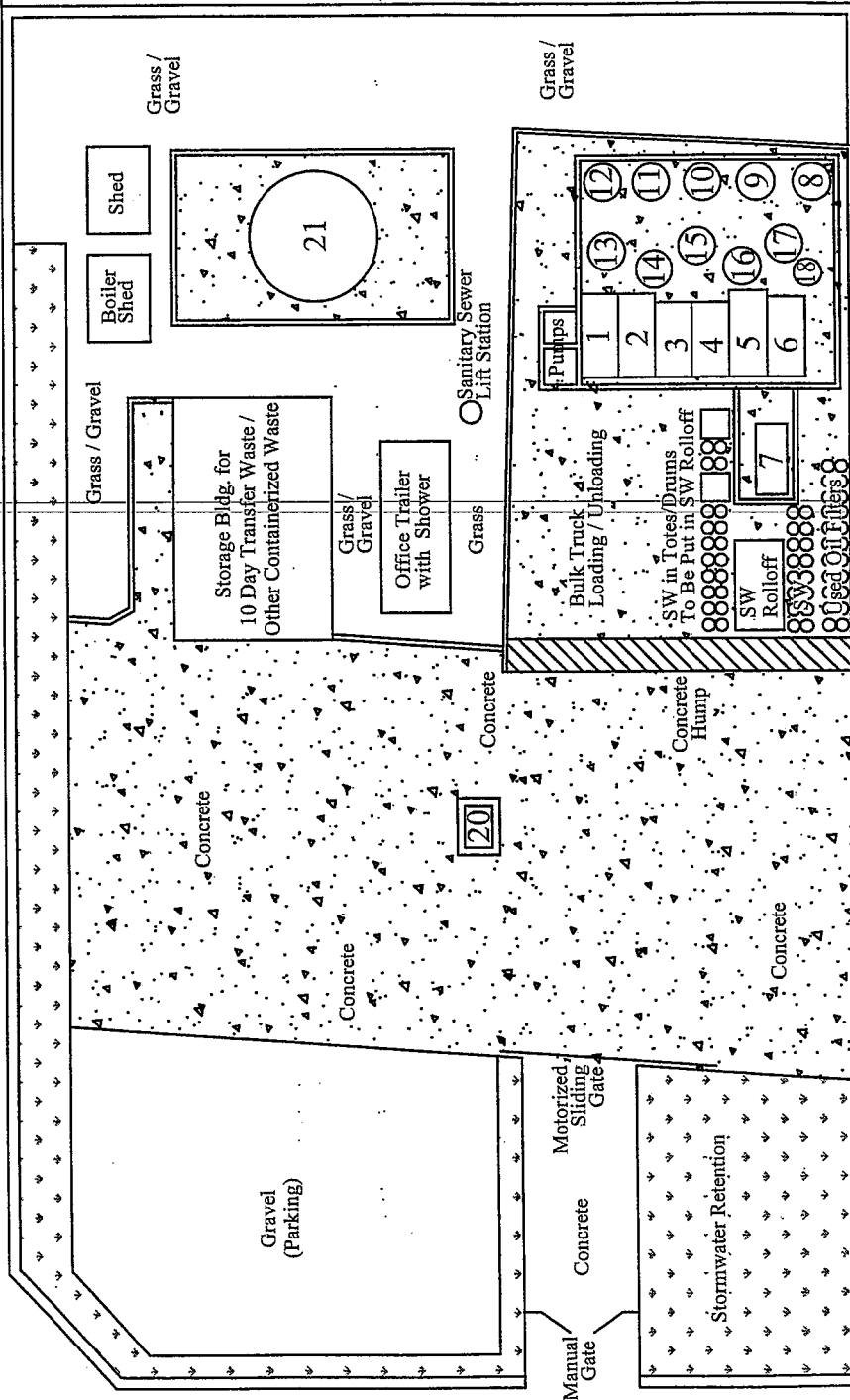
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Oakes Road a.k.a. S.W. 36th Street

S.W. 47th Avenue



Note: For tank contents, please see Table 1 in Appendix 1 of used oil processor permit renewal application.

Perma-Fix of Fort Lauderdale, Inc.  
3670 S.W. 47th Avenue, Davie, FL 33314  
tel. 954/583-3795

Fig. 1 - Site Layout  
Perma-Fix of Fort Lauderdale, Inc.  
DATE: 09/26/07  
SCALE: NONE  
DRAWN BY: pffsitetayout.dwg  
VISA