

Certified Mail - Return Receipt Requested

October 12, 1987
EJJ 87-339

Mr. Ashwin B. Patel
Hazardous Waste Supervisor
Florida Department of Environmental Regulation
3426 Bills Road
Jacksonville, FL 32207

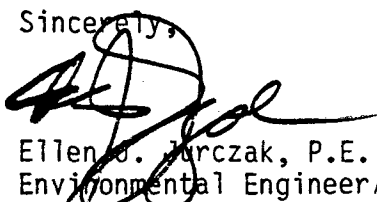
Subject: Orange Park Service Center - Paint Waste Shelter
Proof of Public Notice

Dear Mr. Patel,

Please find enclosed proof of public notice for the subject facility's permit issuance.

If you have any questions or require further information, please contact me on extension n2246.

Sincerely,



Ellen G. Jurczak, P.E.
Environmental Engineer/
Permits Manager

EJJ/dfs

cc: Tampa Reg. Mgr.
P. Johnson, Br. Mgr. (3-079-01)

DOCKET # 31

FLORIDA PUBLISHING COMPANY

Publishers

JACKSONVILLE, DUVAL COUNTY, FLORIDA

STATE OF FLORIDA
COUNTY OF DUVAL

Before the undersigned authority personally appeared Bill Champion

_____ who on oath says that he is
Retail Advertising Supervisor _____ of The Florida Times-Union, and

Jacksonville Journal, daily newspapers published at Jacksonville in Duval County,

Florida; that the attached copy of advertisement, being a _____

Legal Notice

in the matter of Proposed Agency Action

in the _____ Court,

was published in The Florida Times-Union

in the issues of October 6

Affiant further says that the said The Florida Times-Union and Jacksonville Journal are each newspapers published at Jacksonville, in said Duval County, Florida, and that the said newspapers have each heretofore been continuously published in said Duval County, Florida, The Florida Times-Union each day, and Jacksonville Journal each day except Sundays, and each has been entered as second class mail matter at the postoffice in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

Sworn to and subscribed before me
this6th day of

October A.D. 19⁸⁷

Notary Public,
State of Florida at Large.

My Commission Expires NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Feb. 19, 1989

DA 444

NORTHEAST DISTRICT

OCT 16 1967

DER-JACKSONVILLE

NOTICE OF PROPOSED AGENCY ACTION

The Department of Environmental Regulation gives notice of its intent to issue a permit to Safety Klean Corporation to construct a hazardous waste storage facility consisting of a 20'x15' metal structure on a concrete pad. The storage facility is designed to store 32 five-gallon pails and 52 sixteen-gallon drums for a maximum storage of 1092 gallons of F003, F005 paint wastes.

The facility is located at 161 Industrial Loop South, Orange Park, Florida, 32073 (Clay County).

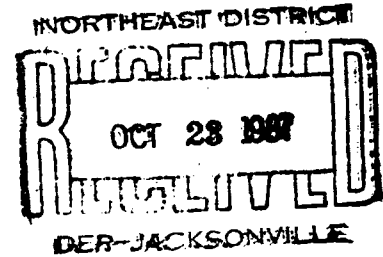
Any interested person may submit written comments on this proposed agency action to The Department of Environmental Regulation, Northeast District Office, 3426 Bills Road, Jacksonville, Florida 32207, within forty-five (45) days of publication of this notice.

person who is substantially affected by the Department's proposed denititng decision may request a hearing in accordance with Section 20.5, Florida Statutes, and Chapters 17.103 and 20.5, Florida Administrative Code. Any person may request a public meeting pursuant to Section 403.722 (10), Florida Statutes. The request for a hearing or meeting must be filed (received) in the office of General Counsel of the Department at 2600 Blair Stone Road, Twin Towers Office Building, Tallahassee, Florida 32301 within forty-five (45) days of publication of this notice. Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Section 120.57, Florida Statutes, or a meeting under Section 403.722 (10), Florida Statutes.

statures. If a petition is filed, the administrative hearing process is deemed to be an administrative agency action. Accordingly, the administrative final action may be different from the position taken by it in this preliminary statement. Therefore, persons who may not object to the proposed agency action may wish to intervene in the proceeding. A petition for intervention must be filed pursuant to Model Rule 26-5.207 at least five (5) days before the final hearing and be filed with the hearing officer if one has been assigned at the Division of Administrative Hearings, Department of Administration, 2009 Apalachee Parkway, Tallahassee, Florida 32301. If no hearing officer has been assigned, the petition is to be filed with the Department's Administrative Counselor at 2600 Tallahassee Road, Tallahassee, Florida 32301. Failure to petition to intervene within the allotted time frame constitutes a waiver of any right such person has to request a hearing under Section 120.57, Florida Statutes.

The application is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at Department of Environmental Regulation, 3426 Billis Road, Jacksonville, Florida 32207.

DOCKET # 31



Certified Mail - Return Receipt Requested

October 21, 1987
EJJ 87-352

Mr. Ashwin B. Patel
Hazardous Waste Supervisor
Florida Department of Environmental Regulation
3426 Bills Road
Jacksonville, FL 32207

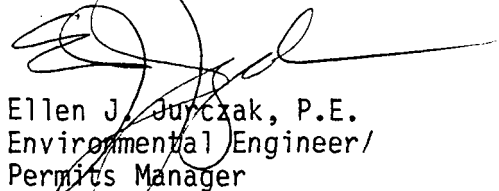
Subject: Orange Park Service Center - Paint Waste Shelter
Proof of Public Notice

Dear Mr. Patel,

Please find enclosed proof of broadcasting for the subject facility's permit issuance.

If you have any questions or require further information, please contact me on extension 2246.

Sincerely,



Ellen J. Jureczak, P.E.
Environmental Engineer/
Permits Manager

EJJ/dfs

cc: Tampa Reg. Mgr.
P. Johnson, Br. Mgr. (3-079-01)

TOTAL BROADCASTS	RATE	TOTAL AMOUNT
1	50.00	50.00
GROSS AMOUNT:		50.00
TOTAL:		50.00

CONDITIONS

This contract is made subject to the following conditions:

1—CLASSIFICATIONS

(a) Local Rates apply to all merchandise and services not classified as general or national.

(b) General Broadcasting Rates apply to nationally advertised products and services.

2—RATES

It is understood that this agreement covers the Station facilities only and that all talent, traveling, wire facilities, remote control or other charges are extra. It is understood that failure of the advertiser to furnish approved programs as provided herein or failure to occupy leased time for any reason, shall not relieve advertiser's obligation to pay for time contracted for.

Notwithstanding anything to the contrary in this contract or any other agreement between the parties herein, the Station reserves the right to increase any of its rates and charges, including charges set forth on the face hereof, by public announcement of a new rate card, but no increase shall be applicable to broadcasts under this contract until expiration of the terms of this contract.

3—PAYMENT

The advertiser agrees to pay for broadcasting covered by this contract, at the office of the Station or of its authorized representative, on or before the fifteenth of the month following that in which the broadcasting is done unless otherwise stipulated on the face of this agreement.

4—TERMINATION

This agreement may be terminated by either party by giving the other two weeks' notice, unless otherwise stipulated on the face of this contract. All programs or news features require four weeks notice. If the advertiser terminates this agreement advertiser will pay the Station for the lesser number of broadcasting periods used at the rate earned according to the schedule of broadcasting rates in effect upon the date of the signing of this contract and for all services rendered prior to the termination thereof. If the Station terminates this agreement; either, the advertiser and the Station will agree on a satisfactory substitute day or time at the rates in effect at the time this agreement was made, or, the advertiser will pay the Station according to the rates specified here, for all services rendered by the Station prior to termination; that is, the advertiser shall have the benefit of the same time discounts which the advertiser would have earned had advertiser been allowed to complete the contract. In the event of such termination, neither party shall be liable to the other party otherwise than as specified in this paragraph.

The Station may terminate this contract without notice if the advertiser has not used the broadcasting facilities contracted for or has failed to pay as aforesaid or if the advertiser becomes insolvent, makes an assignment for the benefit of creditors, is adjudged a bankrupt, or if a receiver of the property or business of the advertiser is appointed; in any such event the advertiser shall pay to the Station such additional sum on all broadcasts as shall be equal to the difference, if any, between the amount due at the rate named in this contract and the amount due at the rate applicable to the number of broadcasts actually given, according to the schedule of rates in effect upon the date of the signing of this contract, and upon such expiration or termination said additional sum shall become immediately due and payable.

The Station shall have the right to cancel any broadcast covered by this contract and substitute a sustaining program of outstanding public importance. In such cases, the Station will notify the advertiser as far in advance as possible, and the advertiser and the Station will agree on a satisfactory substitute day or time for the broadcast, or, if no such agreement can be reached, the broadcast will be considered as cancelled without affecting the rates or rights shown on this contract. In the event of such cancellation or postponement, the Station will make, if approved by the advertiser, a suitable courtesy announcement as to the reason for cancellation or postponement and as to any substituted time agreed on.

At the Station's option, the cancellation of contract cannot become effective until two weeks after the starting date that has been contracted for under the terms thereof.

5—PROGRAMS

It is understood that each advertiser's broadcast programs shall be submitted in duplicate typewritten form and shall be available for reading and rehearsal in the presence of a representative of the Station at least 72 hours in advance of appearance.

The agency and/or advertiser will hold and save the station harmless against all liability for libel, slander, illegal competition, or trade practice, infringement of trade marks, trade names or program titles, violation of rights or privacy and infringement of copyrights and proprietary rights, resulting from the broadcasting of any program, material, information or music furnished by the advertiser and/or agency.

6—SUBSTITUTION OF PROGRAM

It is understood that programs sponsored by advertiser shall be subject to requirements of the Station, network commitments and governmental regulation; that the Station or authorized representative shall following first broadcast, repeat a previous program unless otherwise instructed, or unless program is one of a series, in which case the Station shall make the final decision and may require advertiser to alter or omit any or all parts of programs including artists and method of presentation not considered by the Station to be proper for broadcasting and advertiser will substitute artists, change method of presentation and replace with acceptable material anything thus deleted. It is understood that during broadcasting any deviation from program as approved may cause program to be taken off the air immediately and without redress on advertiser's part.

Should the Station fail to receive program material 72 hours in advance of broadcast, if the programs are transcriptions the Station shall have the right to announce the name, address and business classification of the advertiser, produce a creditable program and make regular charge for station time and reasonable talent charge to the advertiser. If the programs are produced locally, the Station shall, following first broadcast, repeat the commercial announcement of the preceding broadcast, using the agreed talent unit.

7—INABILITY TO BROADCAST

It is understood that in case of failure of station or broadcasting facilities which shall prevent or abbreviate advertiser's time, he is to choose, receive and pay for any other equal length of time which has not been contracted for by others.

8—GENERAL

The Station is not liable to advertiser for any error or omission in broadcasting at any time except to the extent of allowing a pro rata reduction in charges not to exceed the amount of time as would have been occupied by such error or omission.

The contract for Station time includes the services of the technical and of a regular staff announcer. Other talent and services are covered by the program charge in this contract which is subject to change by the advertiser with the consent of the Station.

This contract is subject to the terms of licenses held by the parties hereto and is also subject to all Federal, State and Municipal laws and regulations now in force, or which may be enacted in the future.

The rights under this contract shall not be transferable to another advertiser than the one specified in this contract unless the consent of the Station has been obtained. No periods sold in bulk for resale.

The failure of the Station to enforce any of the provisions herein listed with respect to a breach thereof in any one instance shall not be construed as a general relinquishment or waiver under this agreement and the same shall nevertheless be and remain in full force and effect.