

24 Aug 1984 -
37-1

FLD065680613

ANSWERS TO D.E.R.
Application # HO-087589

1. Amend application to request only operation as a hazardous waste treater and storage facility. This is required because disposal of hazardous waste is prohibited by Florida law, (landfill).

NOTE: Because your facility does accept and generate hazardous sludge (tank bottoms) and this sludge may be treated and stored on-site in quantities and for time periods requiring a permit, you are eligible for a hazardous waste treatment and storage permit.

1. International Petroleum never submitted its application for a facility permit for a hazardous waste disposer. It only applied for a storer and treater. However we have corrected the statement on page 3 by removing the word disposer (See Exhibit 1A and B).
2. Describe surrounding land zoning and actual usage beyond your actual facility. Exhibit 2A & B depicts the land zoning and actual usage within $\frac{1}{4}$ mile of facility.
3. Submit a wind rose for your vicinity.
Exhibits 3A through 3D give typical wind roses for each of the four quarters of the year 1980. The data was furnished by I.M.C. weather station at New Wales.
4. Identify all drinking water wells within one quarter mile of your facility. Exhibit 4 lists the drinking water wells within $\frac{1}{4}$ mile of the facility. These data were obtained by survey of private wells and from Southwest Florida Water Management Districts. These supplement those found on pp GW 5 & 6.
5. Describe all intake or discharge structures within one mile of your facility (including industrial or others).
S.W.F.W.M.D. has no record of any surface water inlet/discharge structures; however after reviewing the topographic maps and aerial photographs of the area, Schuykill Metals and the Plant City Sewage Treatment Plant were identified (See exhibit 5).
6. Describe and depict drainage structures and flood control barriers in greater detail. (See exhibit 6)
Since the area is not in the flood plain, there are no flood control barriers. These barriers are not needed nor are they required because the

property is in Zone C on the FIRM depicting a 500 year flood plain.

7. Describe and depict runoff control structures or systems in greater detail.

The site has a curbed containment to collect and treat stormwater runoff from the site. The inside of the fenced area is earthen bermed approximately one (1) foot high on the north and west sides to assure that all waters drain to the grassed percolation/evaporation ponds of 9000 sq. ft. area on the south side. These ponds were designed by Robert Ferris Constructors for 0.125 Mg/day flow. The ponds were designed to contain process water and rain from a rainfall event from a 24 hour - 25 year storm. See attached permit #I029-39668 and Exhibit 7.

8. Specify the 100-year floodplain elevation for your facility site.

According to the contours on sheet No. 30-28-22 aerial photograph with contours (SWFWMD), the floodplain elevation is 113.1 feet above mean sea level (Exhibit 8D).

9. Specify the EPA hazardous waste identification code for any hazardous sludges treated, generated or stored at your facility (e.g. D008 for characteristic lead toxicity).

D001, D008.

10. Specify the analysis codes used for analyzing sludges, as found in "Test Methods for Evaluating Solid Wastes" SW 846 (2nd Edition) or show equivalency with these standards.

See Exhibit 10.

11. Submit representative analyses for sludges received for treatment and generated through your treatment process.

Our facility does not generate sludge, however, it does receive waste oils which contain certain sediments which are less than 1% v/v listed in Exhibit 11.

12. Submit a representative analysis of wastewater received for disposal at the facilities' evaporation/percolation ponds.

Analyses of wastewater are as listed in Exhibit 12.

13. Give construction specifications and applicable ratings of all tanks used to store or treat hazardous sludges. Be sure to include shell strength, individual capacity, pressure controls (vents), foundations, structural support, seam description, year of standard code, including specific gravity of contents and maximum height of contents. The analysis assumptions for structural investigation of hazardous waste storage tanks is as follows.

1) Specific gravity of waste stores = 0.85

2) Material

Plates-A-36 Carbon Steel Allowable stress in tension = 21,000 psi

Joint efficiency factor = 0.85

Rolled shapes - Carbon Steel - AISC specs

3) All welding is good.

4) All riveted joints are good.

Codes:

API Standard 650 7th ed, November 1980

UL 142 December, 1972 (See attached table and calculations in Exhibit 13).

14. Estimate the annual quantity of sludges treated and generated at your facility.

The annual quantity of sludge treated at the facility ranges from 8-15 tons/year. We generate none.

15. Submit as-built specifications for all receiving of impoundments and sumps, including types of material, thicknesses, liners, capacity, side heights and characteristics (such as freeboard at maximum capacity).

As shown in the attached picture, Exhibit 15, the sump consists of two tanks. The first is a calibrated 12,000 gallon ASTM A36 cylindrical steel tank 10 ft. diameter and 21 ft. long which is divided into three equal compartments (4000 gallons each). It has an as built shell thickness of nominal 0.375". Ultrasonic testing of the tank in July, 1984, shows a 0.362" thickness. The tank is 3/4 buried in the ground and as a concrete pad 4 inches thick poured around it. The pad has an approximate 1:12 (8%) slope to assure all spills occurring during loading and unloading drains to a catch basin where they can be pumped to storage and processing.

The second tank is a 2600 gallon rectangular tank. It is made of ASTM A36 structural steel and lined with 316 carpender type stainless steel.

The dimension of the tank and lines are as follows.

Material	Length	Width	Height	Thickness
A-36	26 ft.	36"	54"	3/16
SS 316	26 ft.	36"	59"	20 gauge.

16. Give the seasonal highest elevation of the water table at the facility.

Dry Season - January 106.2

Wet Season - August 112.68

17. Describe maximum design capacity of the waste treatment system as it relates to maximum daily shipments received.

The maximum capacity of the waste treatment system is five (5) times the maximum daily intake quantity of oil.

18. Submit a groundwater protection plan in accordance with FCR 40 Part 264, Subpart F unless it can be demonstrated that the impoundment meets the requirements for an exemption under this and other applicable rules therein referenced.

A groundwater protection plan is not applicable according to 40 CFR 264.90 since I.P.C. does not treat, store or dispose of hazardous waste in surface impoundments (See Exhibit 18).

19. If the impoundment is to be represented as a tank, submit supportive documentation for this claim.

This section is not applicable.

20. Submit an impoundment closure plan.

This section is not applicable. Monies already were included in the present plan.

21. If containers (drums, etc.) are used to store hazardous wastes prior to disposal (for a period of greater than ninety (90) days at a quantity over 1000 kilograms), submit container management information as required in CFR 40 264 Subpart I.

This section is not applicable.

EXHIBITS

IA

AND

IB

- D. National Oil Service of Florida - Division of International Petroleum Corporation is making application for an operating permit as a generator, transporter, and storer of hazardous material. The company recognized the aforementioned special requirements in part A but feels that the operating permit is essential due to provisions under part B and C above.
- E. National Oil Service of Florida - Division of International Petroleum Corporation is a disposer since it renders used oil non-hazardous by treating and/or blending the oil to meet ASTM, NBS, and API specifications and recycles the used oil as products equivalent or superior to virgin fuels and sells them in the competitive market place according to the Energy Policy and Conservation Act (Public Law 94-163).
- F. In addition to receiving oil from Florida locations National Oil Service of Florida - Division of International Petroleum Corporation has in the past received used oils from outside the State of Florida. In some states used oils have already been classified as a hazardous material. In the future National Oil Service of Florida - Division of International Petroleum Corporation desires to do business across state lines where oil may already be or soon will be classified as a hazardous material. It is felt that this permit is immediately required to operate our business in this manner.

Exhibit 1B

Q-1

- D. National Oil Service of Florida - Division of International Petroleum Corporation is making application for an operating permit as a generator, transporter, storer and disposer of hazardous material. The company recognized the aforementioned special requirements in part A but feels that the operating permit is essential due to provisions under parts B and C above.
- E. National Oil Services of Florida - Division of International Petroleum Corporation is a disposer since it renders used oil non-hazardous by treating and/or blending the oil to meet ASTM, NBS, and API specifications and recycles the used oil as products equivalent or superior to virgin fuels and sells them in the competitive market place according to the Energy Policy and Conservation Act (Public Law 94-163).
- F. In addition to receiving oil from Florida locations National Oil Service of Florida - Division of International Petroleum Corporation has in the past received used oils from outside the State of Florida. In some states used oils have already been classified as a hazardous material. In the future National Oil Service of Florida - Division of International Petroleum Corporation desires to do business across state lines where oil may already be or soon will be classified as a hazardous material. It is felt that this permit is immediately required to operate our business in this manner.

remove

Exhibit 1 A

EXHIBITS

2A

AND

2B

Exhibit 2B

R-1 Single-Family Dwelling DISTRICT

R-2 Multiple-Family Dwelling DISTRICT

R-3 Multiple-Family Dwelling DISTRICT

C-1A Neighborhood BUSINESS DISTRICT

C-1B Neighborhood BUSINESS DISTRICT

M-1 INDUSTRIAL DISTRICT

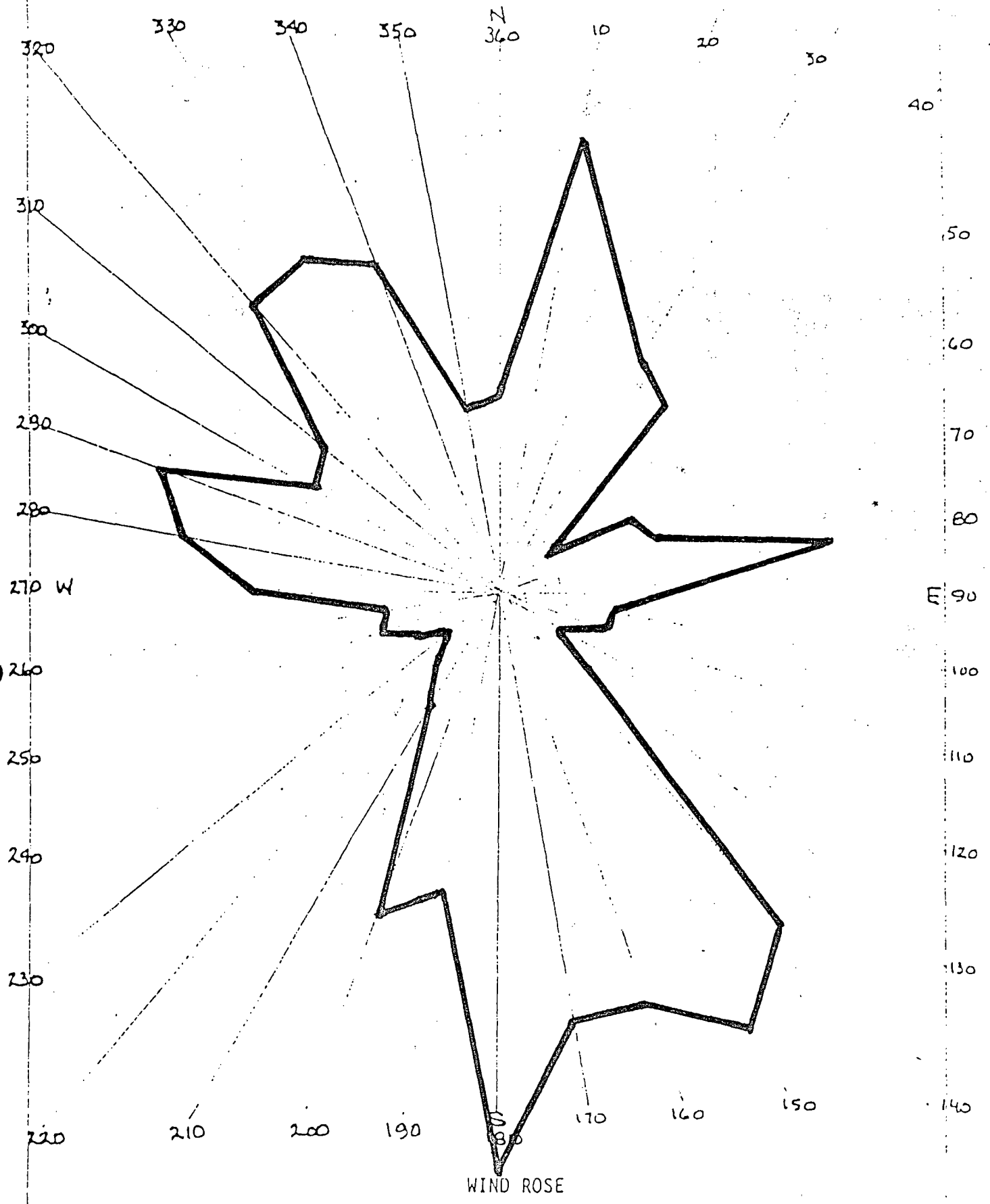
EXHIBIT

3A

3B

3C

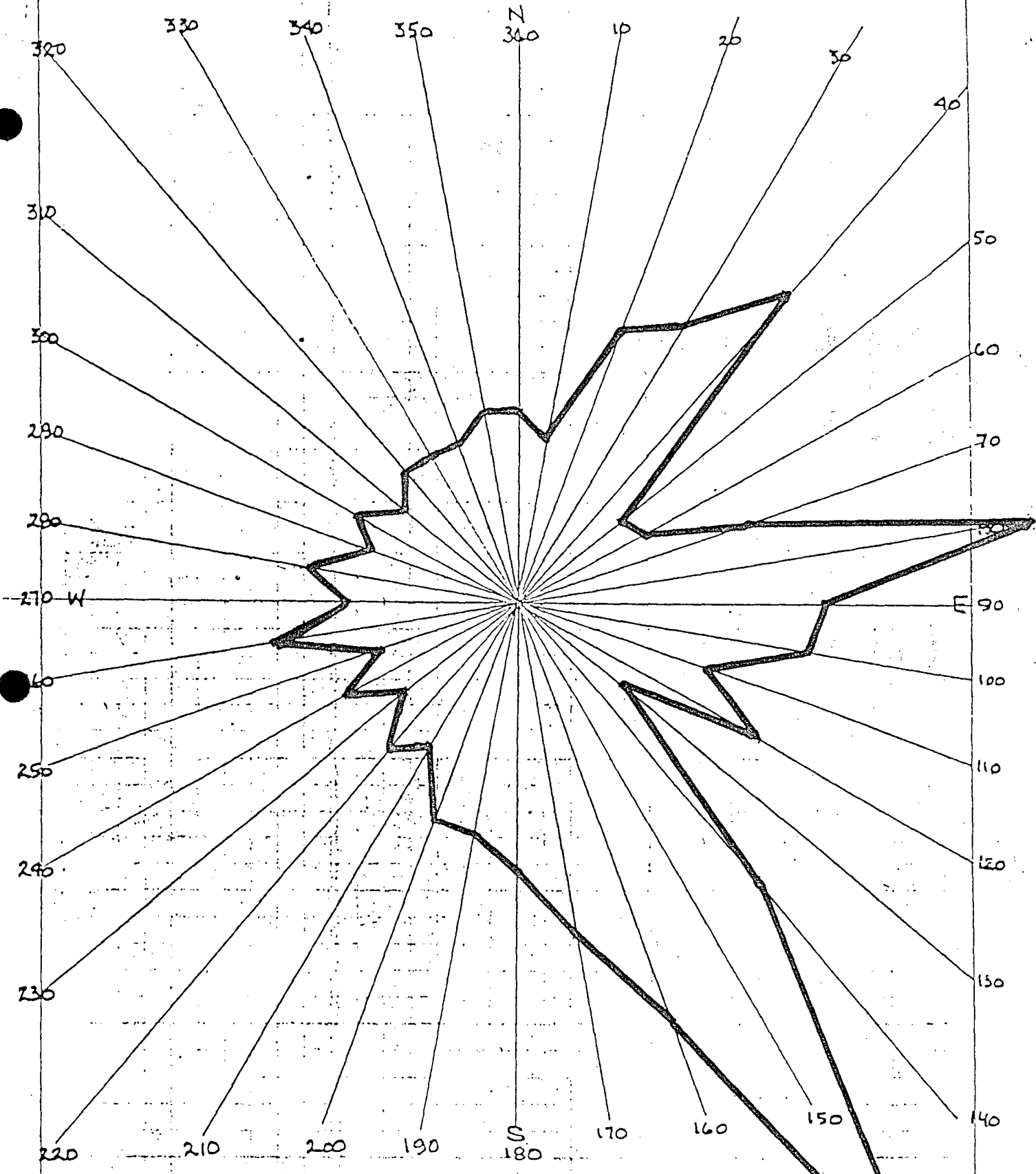
3D



WIND ROSE

FIGURE W-1 FEBRUARY 1980

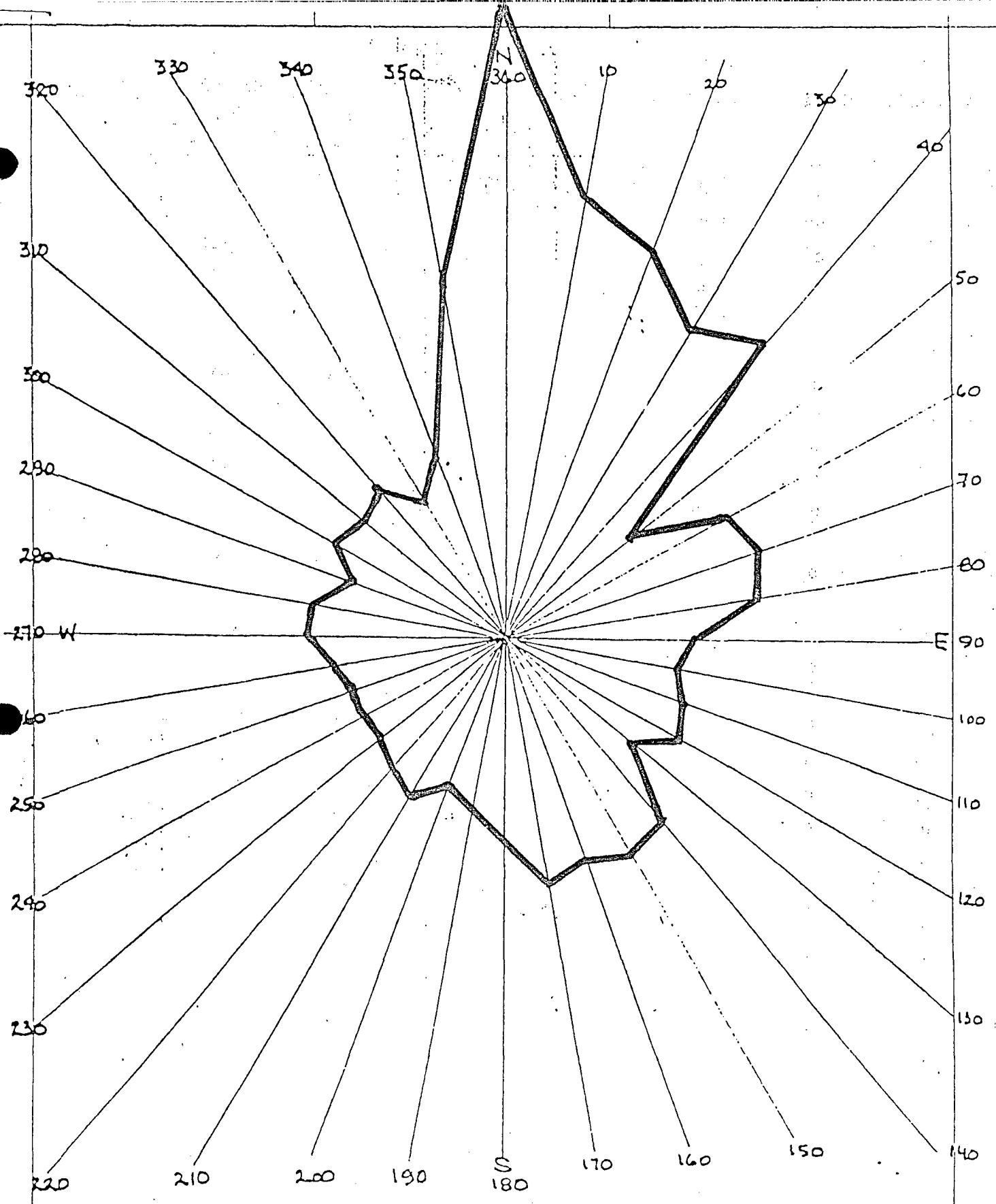
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WIND ROSE

FIGURE W-2 MAY 1980

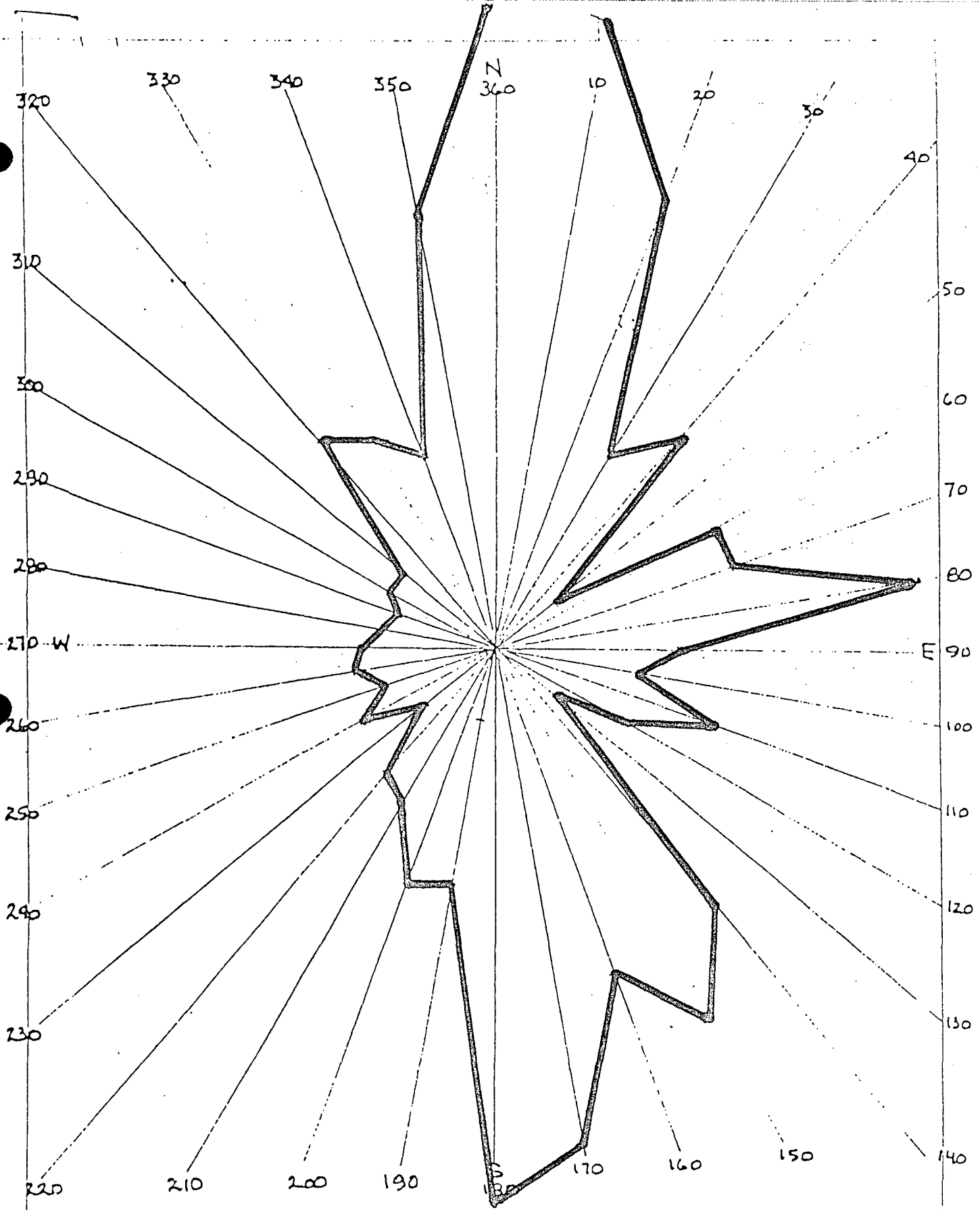
NATIONAL
METEOROLOGICAL SERVICE
4333 105 STREET S. SUITE 300
EDMONTON, ALBERTA T6B 1R1



WIND ROSE

FIGURE W-3 SEPTEMBER 1980

23 311 30 311 31 311 32 311 33 311 34 311 35 311 36 311 37 311 38 311 39 311 40 311 41 311 42 311 43 311 44 311 45 311 46 311 47 311 48 311 49 311 50 311 51 311 52 311 53 311 54 311 55 311 56 311 57 311 58 311 59 311 60 311 61 311 62 311 63 311 64 311 65 311 66 311 67 311 68 311 69 311 70 311 71 311 72 311 73 311 74 311 75 311 76 311 77 311 78 311 79 311 80 311 81 311 82 311 83 311 84 311 85 311 86 311 87 311 88 311 89 311 90 311 91 311 92 311 93 311 94 311 95 311 96 311 97 311 98 311 99 311 100 311 101 311 102 311 103 311 104 311 105 311 106 311 107 311 108 311 109 311 110 311 111 311 112 311 113 311 114 311 115 311 116 311 117 311 118 311 119 311 120 311 121 311 122 311 123 311 124 311 125 311 126 311 127 311 128 311 129 311 130 311 131 311 132 311 133 311 134 311 135 311 136 311 137 311 138 311 139 311 140 311 141 311 142 311 143 311 144 311 145 311 146 311 147 311 148 311 149 311 150 311 151 311 152 311 153 311 154 311 155 311 156 311 157 311 158 311 159 311 160 311 161 311 162 311 163 311 164 311 165 311 166 311 167 311 168 311 169 311 170 311 171 311 172 311 173 311 174 311 175 311 176 311 177 311 178 311 179 311 180 311 181 311 182 311 183 311 184 311 185 311 186 311 187 311 188 311 189 311 190 311 191 311 192 311 193 311 194 311 195 311 196 311 197 311 198 311 199 311 200 311 201 311 202 311 203 311 204 311 205 311 206 311 207 311 208 311 209 311 210 311 211 311 212 311 213 311 214 311 215 311 216 311 217 311 218 311 219 311 220 311 221 311 222 311 223 311 224 311 225 311 226 311 227 311 228 311 229 311 230 311 231 311 232 311 233 311 234 311 235 311 236 311 237 311 238 311 239 311 240 311 241 311 242 311 243 311 244 311 245 311 246 311 247 311 248 311 249 311 250 311 251 311 252 311 253 311 254 311 255 311 256 311 257 311 258 311 259 311 260 311 261 311 262 311 263 311 264 311 265 311 266 311 267 311 268 311 269 311 270 311 271 311 272 311 273 311 274 311 275 311 276 311 277 311 278 311 279 311 280 311 281 311 282 311 283 311 284 311 285 311 286 311 287 311 288 311 289 311 290 311 291 311 292 311 293 311 294 311 295 311 296 311 297 311 298 311 299 311 300 311 301 311 302 311 303 311 304 311 305 311 306 311 307 311 308 311 309 311 310 311 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000



WIND ROSE

FIGURE W-4 DECEMBER 1980

EXHIBIT

4

DRINKING WATER WELLS WITHIN $\frac{1}{4}$ MILE OF SITE:

Clawson, Bo 708 Pinedale Plant City, Fla.	Amax Chemicals Coronet Road Plant City, Fla.	Germain, B. 404 Damon Plant City, Fla.
Shore Fertilizer 307 Evers Plant City, Fla.	Gray, John McGee Road Plant City, Fla.	Poppell's Greenhouse 1102 Wheeler Plant City, Fla.
Nuener, John 701 Pinedale Plant City, Fla.	Bollen, W. Unlisted Plant City, Fla.	Kelly, G.B. 606 Knight Plant City, Fla.
Willson, C.A. Unlisted Plant City, Fla.	Mariano, D.E. 4002 Smith Ryals Plant City, Fla.	Gregory, CL 902 Palm Plant City, Fla.
Young, Lisa 1802 Sammonds Plant City, Florida	Clifford Ham 801 Park, 801 S. Wiggins Plant City, Fla.	Miller, William 705 Warren Plant City, Fla.
Carr, John 1302 Timberlane Plant City, Fla.	Miley, C. O. S. Wiggins Road Plant City, Fla.	Broom, Robert 19 Maryland Plant City
Floyd, James 2110 Timberlane Plant City, Fla.	Moore, R.A. 1401 Church Plant City, Fla.	Atkinson, K. 506 Mahoney Plant City
Crum, M.J. 1308 Collins Plant City, Fla.	Rowls, D. B. Unlisted Plant City, Fla.	Moore, M.F. Frank Moore Road Plant City, Fla.
Demontmollin, Unlisted Plant City, Fla.	Brock, T.A. Frances Road Plant City, Fla.	Leavitt, Linwood 4002 Smith Ryals Plant City, Fla.
Gibbs, G. W. S. Park Road Plant City, Fla.	Jones, Ed Sparkman Road Plant City, Fla.	Stalnaker, J. 1004 Mahoney Plant City, Fla.
Andrews, Al 2011 Live Oak Plant City, Fla.	Robinson, J. 1904 Oak Plant City, Fla.	Platt, B.B. 507 Devane Plant City, Fla.
Locicero, F. Unlisted Plant City, Fla.	East Side Baptist Church 1318 Calhoun Plant City, Fla.	Masciocchi, J.B. 908 Sandlewood Plant City, Fla.
Roberts, D. S. Wiggins Road Plant City, Fla.	Stone, W. 1105 Warren Plant City, Fla.	Smith, Irvin 406 Devane Plant City, Fla.

Oszmianski, Joe
404 Devane
Plant City, Fla.

Williams, E.
Unlisted
Plant City, Fla.

Choate, Ken
608 Alexander
Plant City, Fla.

Lovelace, R.
102 Calhoun
Plant City, Fla.

Nickolson, W.
1308 Mobley
Plant City, Fla.

Olson, Otto R.
1007 Sandlewood
Plant City, Fla.

Jewell S.
404 Baker
Plant City, Fla.

Gauther. Fernand
1101 Cason
Plant City, Fla.

Driggers, Sr.
1202 Risk
Plant City, Fla.

Moore, J.P.
1703 Reynolds
Plant City, Fla.

Ellis, A.R.
1002 W. Reynolds
Plant City, Fla.

Rister, M.
Unlisted
Plant City, Fla.

Schuykill Metals
402 S. Woodrow Wilson
Plant City, Fla.

Wright and Weaver
208 N. Thomas
Plant City, Fla.

Sinnett, J.A.
1601 W. Reynolds
Plant City, Fla.

Barron, Calvin
1205 S. Evers
Plant City, Fla.

Board of Public Inst.
Unlisted
Plant City, Fla.

Dykes, T.
802 Pinedale Drive
Plant City, Fla.

Roberts, T.
1803 E. Linda
Plant City, Fla.

McGinnis, W.
1004 Pinedale
Plant City, Fla.

Crum, K.
1202 W. Risk
Plant City, Fla.

Armstrong, J.
702 Pinedale Drive
Plant City, Fla.

Harrell, W. B.
1003 Park
Plant City, Fla.

Woodard, H.B.
1109 Mendonsa
Plant City, Fla.

Sadler, C.S.
703 Pinedale Drive
Plant City, Fla.

Vazoos, A.
Unlisted
Plant City, Fla.

EXHIBIT

5

Q-5

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FLORIDA 33512-9712
PHONE (904) 796-7211 SUNCOM 684-0111



- BRUCE A. SAMSON, *Chairman, Tampa* • Wm. O. STUBBS, JR., *Vice Chairman, Dade City* •
 - JAMES H. KIMBROUGH, *Secretary, Brooksville* • RONALD B. LAMBERT, *Treasurer, Wauchula* •
 - DONALD R. CRANE, JR., *Assistant Secretary, St. Petersburg* • MARY A. KUMPE, *Assistant Treasurer, Sarasota* •
 - WALTER H. HARKALA, *Plant City* • JACK STRAUGHN, *Winter Haven* • MICHAEL ZAGORAC, JR., *Belleair* •
-
- GARY W. KUHL, *Executive Director* • STEPHEN A. WALKER, *General Counsel* •
 - JAMES M. HARVEY, *Deputy Executive Director* •

August 2, 1984

Robert J. Novak, Vice President
Environmental Affairs
International Petroleum Corporation
105 South Alexander Street
Plant City, Florida 33566

Re: Letter of July 31, 1984

Dear Mr. Novak:

The S.W.F.W.M.D. has no record of any surface water intake or discharge structure within one mile of your plant site.

Sincerely,

BRUCE C. WIRTH,
Manager
Surface Water Management
Resource Regulation Department

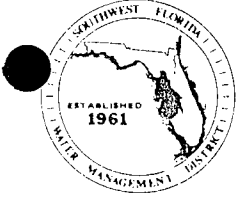
BCW:mcp

EXHIBIT

6

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FLORIDA 33512-9712
PHONE (904) 796-7211 SUNCOM 684-0111



- BRUCE A. SAMSON, *Chairman, Tampa* • Wm. O. STUBBS, JR., *Vice Chairman, Dade City* •
- JAMES H. KIMBROUGH, *Secretary, Brooksville* • RONALD B. LAMBERT, *Treasurer, Wauchula* •
- DONALD R. CRANE, JR., *Assistant Secretary, St. Petersburg* • MARY A. KUMPE, *Assistant Treasurer, Sarasota* •
- WALTER H. HARKALA, *Plant City* • JACK STRAUGHN, *Winter Haven* • MICHAEL ZAGORAC, JR., *Belleair* •
- GARY W. KUHL, *Executive Director* • STEPHEN A. WALKER, *General Counsel* •
- JAMES M. HARVEY, *Deputy Executive Director* •



August 10, 1984

Mr. Robert J. Novak
VP Environmental Affairs
International Petroleum Corporation
105 South Alexander Street
Plant City, FL 33566

Re: Aerial Mapping and Flood Information - Southeast $\frac{1}{4}$ of the
Southeast $\frac{1}{4}$ of Section 30, Township 28 South, Range 22 East,
Hillsborough County

Dear Mr. Novak:

Your July 30, 1984 letter to Mr. Dave Arnold has been referred
to me for reply.

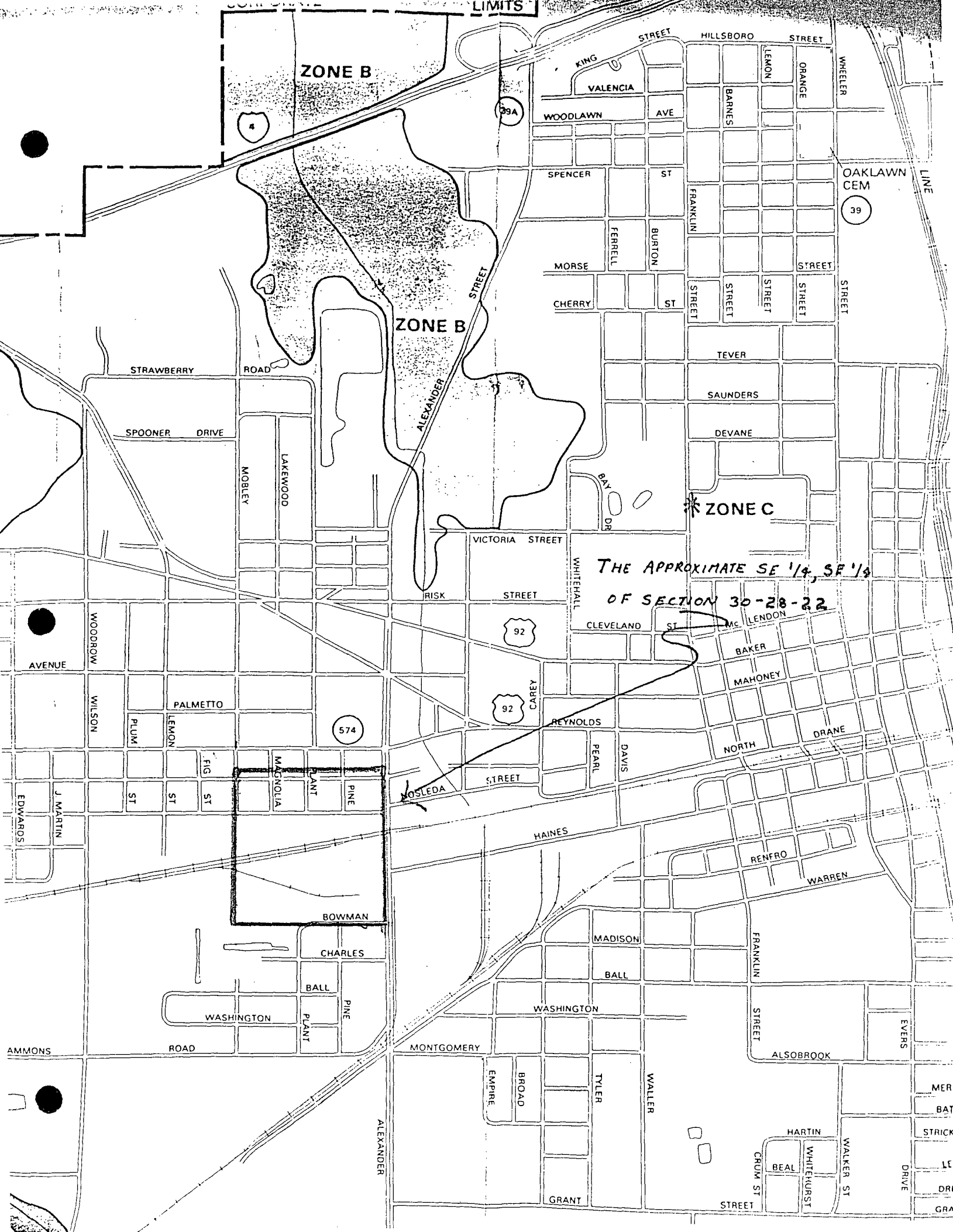
Enclosed is a Southwest Florida Water Management District detailed
aerial topographic map of the referenced Section and a portion of
the Flood Insurance Rate Map (FIRM) for the City of Plant City.
According to the FIRM, the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section
30 occupies Zone C which is an area of minimal flooding.

We hope this information will prove helpful. Please let us know if
you have any questions or if we can assist you further.

Sincerely,

JACQUELINE R. SCOTT
Engineer Technician
Technical Assistance

JRS:eve
Enclosures: as stated

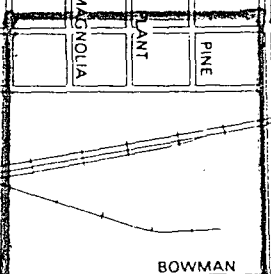


ZONE B

ZONE B

ZONE C

THE APPROXIMATE SE 1/4, SW 1/4
OF SECTION 30-28-22



574

39A

39

92

92

LIMITS

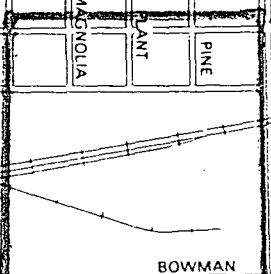
OAKLAWN CEM

ZONE B

ZONE B

ZONE C

THE APPROXIMATE SE 1/4, SW 1/4
OF SECTION 30-28-22



574

39A

39

92

92

LIMITS

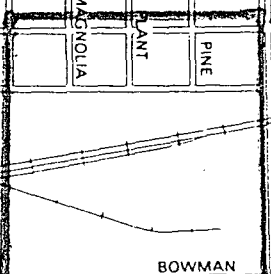
OAKLAWN CEM

ZONE B

ZONE B

ZONE C

THE APPROXIMATE SE 1/4, SW 1/4
OF SECTION 30-28-22



574

39A

39


92

92

LIMITS

OAKLAWN CEM

KEY TO MAP

500-Year Flood Boundary	_____
100-Year Flood Boundary	_____
Zone Designations* With Date of Identification e.g., 12/2/74	
100-Year Flood Boundary	_____
500-Year Flood Boundary	_____
Base Flood Elevation Line With Elevation In Feet**	~~~~~513~~~~~
Base Flood Elevation in Feet Where Uniform Within Zone**	(EL 987)
Elevation Reference Mark	RM7x
Zone D Boundary	_____
River Mile	•M1.5

**Referenced to the National Geodetic Vertical Datum of 1929

*EXPLANATION OF ZONE DESIGNATIONS

ZONE	EXPLANATION
A	Areas of 100-year flood; base flood elevations and flood hazard factors not determined.
A0	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; average depths of inundation are shown, but no flood hazard factors are determined.
A1-A30	Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet; base flood elevations are shown, but no flood hazard factors are determined.
A99	Areas of 100-year flood; base flood elevations and flood hazard factors determined.
B	Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood. (Medium shading)
*C	Areas of minimal flooding. (No shading)
D	Areas of undetermined, but possible, flood hazards.
V	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors not determined.
V1-V30	Areas of 100-year coastal flood with velocity (wave action); base flood elevations and flood hazard factors determined.

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only; it does not necessarily show all areas subject to flooding in the community or all planimetric features outside special flood hazard areas.

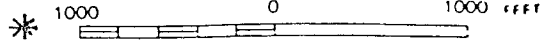
For adjoining map panels, see separately printed Index To Map Panels.

date shown on this map to determine when actual rates apply to structures in the zones where elevations or depths have been established.

To determine if flood insurance is available in this community, contact your insurance agent, or call the National Flood Insurance Program, at (800) 638-6620



APPROXIMATE SCALE



NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP CITY OF PLANT CITY, FLORIDA HILLSBOROUGH COUNTY

ONLY PANEL PRINTED

COMMUNITY-PANEL NUMBER
120113 0005 B

EFFECTIVE DATE:
APRIL 29, 1983

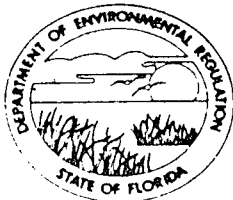


Federal Emergency Management Agency

EXHIBIT

7

7601 HIGHWAY 301 NORTH
TAMPA, FLORIDA 33610



BOB GRAHAM
GOVERNOR

JACOB D. VARN
SECRETARY

DAVID RUCINSKY
DISTRICT MANAGER

W. K. Hennessey

STATE OF FLORIDA

DEPARTMENT OF ENVIRONMENTAL REGULATION
SOUTHWEST DISTRICT

APPLICANT: Mr. Gary R. Allen, Vice President
National Oil Service
105 South Alexander Street
Plant City, FL 33566

PERMIT/CERTIFICATION
NO. IO29-39668

COUNTY: Hillsborough

PROJECT: National Oil Serv
Operation Permit

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Chapter 17-3, 17-4, 17-6, Florida Administrative Code. The above named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown on the approved drawing(s), plans, documents, and specifications attached hereto and made a part hereof and specifically described as follows:

The operation of a curbed containment area to collect and treat stormwater runoff from storage tank and oil loading areas by means of settling tank/oil separator system with effluent water flowing to a grassed percolation/evaporation pond of (9000 sq.ft.) area and design for 0.125 MGD flow. The facility is designed to contain process water and a rainfall event from a (24 hour 25-year) storm.

Location: Alexander Street
Plant City, FL

Latitude: 28°00'30" Longitude: 82°08'00"

PERMIT NO.: IO29-39668
APPLICANT: Mr. Gary R. Allen

GENERAL CONDITIONS:

1. The terms, conditions, requirements, limitations, and restrictions set forth herein are "Permit Conditions", and as such are binding upon the permittee and enforceable pursuant to the authority of Section 403.161(1), Florida Statutes. Permittee is hereby placed on notice that the department will review this permit periodically and may initiate court action for any violation of the "Permit Conditions" by the permittee, its agents, employees, servants or representatives.

2. This permit is valid only for the specific processes and operations indicated in the attached drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit shall constitute grounds for revocation and enforcement action by the department.

3. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately notify and provide the department with the following information: (a) a description of and cause of non-compliance; and (b) the period of non-compliance, including exact dates and times; or, if not corrected, the anticipated time the non-compliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the non-compliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the department for penalties or revocation of this permit.

4. As provided in subsection 403.087(6), Florida Statutes, the issuance of this permit does not convey any vested rights or any exclusive privileges. Nor does it authorize any injury to public or private property or any invasion of personal rights, nor any infringement of federal, state or local laws or regulations.

5. This permit is required to be posted in a conspicuous location at the work site or source during the entire period of construction or operation.

6. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source, which are submitted to the department, may be used by the department as evidence in any enforcement case arising under the Florida Statutes or department rules, except where such use is proscribed by Section 403.111, F.S.

7. In the case of an operation permit, permittee agrees to comply with changes in department rules and Florida Statutes after a reasonable time for compliance, provided, however, the permittee does not waive any other rights granted by Florida Statutes or department rules.

8. This permit does not relieve the permittee from liability for harm or injury to human health or welfare, animal, plant, or aquatic life or property and penalties therefore caused by the construction or operation of this permitted source, nor does it allow the permittee to cause pollution in contravention of Florida Statutes and department rules, except where specifically authorized by an order from the department granting a variance or exception from department rules or state statutes.

9. This permit is not transferable. Upon sale or legal transfer of the property or facility covered by this permit, the permittee shall notify the department within thirty (30) days. The new owner must apply for a permit transfer within thirty (30) days. The permittee shall be liable for any non-compliance of the permitted source until the transferee applies for and receives a transfer of permit.

10. The permittee, by acceptance of this permit, specifically agrees to allow access to permitted source at reasonable times by department personnel presenting credentials for the purposes of inspection and testing to determine compliance with this permit and department rules.

11. This permit does not indicate a waiver of or approval of any other department permit that may be required for other aspects of the total project.

12. This permit conveys no title to land or water, nor constitutes state recognition or acknowledgement of title, and does not constitute authority for the reclamation of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the state. Only the Trustees of the Internal Improvement Trust Fund may express state opinion as to title.

13. This permit also constitutes:

- Determination of Best Available Control Technology (BACT)
- Determination of Prevention of Significant Deterioration (PSD)
- Certification of Compliance with State Water Quality Standards (Section 401, PL 92-500)

PERMIT NO.: IO29-39668
APPLICANT: Mr. Gary R. Allen

SPECIFIC CONDITIONS:

1. The "Spill Prevention Control and Counter Measure Plant" prepared for National Oil Service by Robert A. Ferris, Sr., P.E. and dated November 5, 1979 is a part of this permit.
2. There shall be no flow from the percolation pond except in the case of rainfall in excess of a (24 hour 25-year) storm. In case of a discharge, inform FDER and HCEPC immediately.
 - (a) Daily rainfall shall be recorded and records kept at the plant office. Note: A copy of daily rainfall or lack shall be sent for each preceding month by the 15th of the following month to: Florida Department of Environmental Regulation, Southwest District, 7601 Highway 301 North, Tampa, Florida 33610 and also to the Hillsborough County Environmental Protection Commission, 1900 9th Avenue, Tampa, Florida 33605.

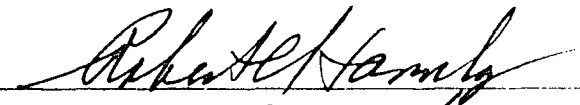
Expiration Date: March 13, 1986

Issued this 18th day of March, 1981

 Pages Attached.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

RCG/scm



cc: HCEPC
Robert A. Ferris, P.E.
Records Center

PAGE 4 OF 4

Signature
W. K. Hennessey
District Manager
Southwest District



STATE OF FLORIDA
 DEPARTMENT OF ENVIRONMENTAL REGULATION
 APPLICATION TO OPERATE/CONSTRUCT
 INDUSTRIAL WASTEWATER TREATMENT AND DISPOSAL SYSTEMS

Type application: Operation Temporary Operation Construction

Source Status: New Existing Modification

Source Name: National Oil Service of Fla. Inc. County: Hillsborough

Source Location: Street: 105 So. Alexander Street City: Plant City

Lat: 28° 00' 30" Long: 82° 08' 00"

Appl. Name and Title: Garry R. Allen, Vice President & General Manager

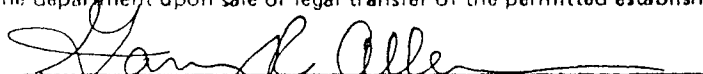
Appl. Address: 105 So. Alexander Street, Plant City, Fla.

STATEMENTS BY APPLICANT AND ENGINEER

A. Applicant

The undersigned owner or authorized representative* of National Oil Service of Fla. Inc.

is fully aware that the statements made in this application for a Operation permit are true, correct and complete to the best of his knowledge and belief. Further, the undersigned agrees to maintain and operate the pollution source and pollution control facilities in such a manner as to comply with the provisions of Chapter 403, Florida Statutes, and all the rules and regulations of the department. He also understands that a permit, if granted by the department, will be non-transferable and he will promptly notify the department upon sale or legal transfer of the permitted establishment.



Signature of the owner or authorized representative

Garry R. Allen, Vice President


Name and Title (Please type)

Date: 1/10/80 Telephone No.: 229-1739 Tampa

*Attach a letter of authorization.

B. Professional Engineer Registered in Florida (where required by Chapter 471, F.S.)

This is to certify that the engineering features of this pollution control project have been designed/examined by me and found to be in conformity with modern engineering principles, applicable to the treatment and disposal of pollutants characterized in the permit application. There is reasonable assurance, in my professional judgment, that the pollution control facilities, when properly maintained and operated, will discharge an effluent that complies with all applicable statutes of the State of Florida and the rules and regulations of the department. It is also agreed that the undersigned, if authorized by the owner, will furnish the applicant a set of instructions for the proper maintenance and operation of the pollution control facilities and, if applicable, pollution sources.

Signature: 

Mailing Address: 4021 W. Waters Ave.

Name (please type): Robert A. Ferris Jr. P.E.

Tampa, Fla. 33688

Company Name: _____

Florida Registration No.: 20325

Telephone No.: 813/855-7851

(Affix Seal)

Date: _____

DETAILED DESCRIPTION OF SOURCE

A. Describe the nature and extent of the project. Refer to existing pollution control facilities, expected improvements in performance of the facilities and state whether the project will result in full compliance. Attach additional sheet if necessary.

Storage and handling of used oil

Is this application associated with or part of a Development of Regional Impact (DRI) pursuant to Chapter 380, Florida Statutes, and Chapter 22F-2, Florida Administrative Code? _____ Yes XX No

B. Schedule of Project Covered in this Application (Construction Permit Application Only).

All projects:

Start of Construction (Date):

Completion of Construction (Date):

C. Cost of Construction (Show a breakdown of costs for individual components/units of the project serving pollution control purposes only). Information on actual costs shall be furnished with the application for operation permit.

Water Pollution Control Facilities

Tank slab and Dike Walls	-	\$12,000
Loading Slab	-	2,500
Oil Separator	-	3,000
Percolation Pond	-	2,000

D. For this source indicate any previous DEFT permits: issuance dates, and expiration dates; and order and notices.

Construction Permit - IC 29-25323
January 10, 1980

E. Indicate the relationship between this project and area regional planning for sewage treatment. List steps to be taken for this sewage plant to become part of an area wide sewerage system.

N/A

F. Indicate EPA-NPDES permit, effective date and expiration date:

Permit No. FL: DO 65680613 Nov/1980
Issue Date Expiration Date

INDUSTRIAL WASTEWATER TREATMENT PROCESS

A. General

- 1. Type of Industry Used Oil Recovery
- 2. Raw Materials and Chemicals used Used Oils
- 3. Production Rate (How many gallons per Day of Oil) 20,000 Gal/Day
tons/day, lbs./day, etc.
- 4. Normal Operation 10 Hours - 6 Days
hrs./day, days/week
- 5. If operation is seasonal, explain N/A

B. Describe wastewater treatment process and identify treatment units

Treatment is provided for stormwater runoff from storage tank and oil loading areas by means of a settling tank/oil separator with the effluent going to a percolation/evaporation pond.

C. List sludge treatment units

Recovered oil from separator is pumped back into storage.

D. Volume, composition, and Site and Method of Ultimate Disposal of Sludge. Identify location(s) of ultimate disposal

see "c" above

E. Method(s) and Location(s) of Flow Measurement

N/A

F. Describe practices to be followed to ensure adequate waste treatment during emergencies such as power loss and equipment failures causing shut down of pollution abatement equipment of the proposed/permited facilities.

System is operated by gravity - no power required.

G. Laboratory: list tests for which equipment/chemicals are provided.

Required analysis will be performed as necessary.

INDUSTRIAL WASTEWATER CHARACTERISTICS

Information furnished in this section for construction permit shall be based on reasonable prediction and good professional judgment. However, actual data shall be submitted when applying for an operation permit. Note: If there is more than one discharge point, submit the following data for each point.

A. Flow (MGD): Average daily flow for proposed project:

.0003	.017	0.12
AVERAGE	MAXIMUM	DESIGN

B. Water Quality Characteristics. (30-day average)

Parameter	Influent (mg/l)	Effluent (mg/l)	Effluent (lbs/day)	
			Average	Design
5-day BOD				
Total Solids:				
Total				
Volatile				
Suspended Solids:				
Total				
Volatile				
pH:			NA	NA
Temperature °F:			NA	NA

List other pertinent parameters:

* Average Flow based on average daily storm water runoff from the annual rainfall.

Maximum Flow - Based on storm water runoff from 25 year storm as defined by D.O.T. rainfall curve of 7.68 in./day falling on diked tank area and loading slab.

Design Flow - Based on capacity of percolation pond at rate of 1"/min.

Water quality of effluent discharged to percolation pit will meet the requirements of Chapter 17-3, Florida Statutes.

Effluent will consist of storm water runoff from tank and product loading areas with any oils being removed by the oil separator.

ULTIMATE EFFLUENT DISPOSAL

- A. Type of Receiving Body Name of Water Body
- | | | | |
|--------------------|-----------------------------------|---------------------------------------|--|
| 1. Surface Waters: | Fresh | [] 1 | |
| | Salt or Brackish | [] 2 | |
| 2. Groundwaters: | Surface or Sub-surface Irrigation | [] 3 | |
| | Ponding and Percolation | <input checked="" type="checkbox"/> 4 | |
| | Recharge Wells | [] 5 | |

- B. If discharge is to surface waters complete the following: N/A
- | | | | |
|-------------------|-------|------------------|-------|
| 1. Drainage Ditch | [] 1 | Small Stream | [] 5 |
| River | [] 2 | Man-made Canal | [] 6 |
| Landlocked Lake | [] 3 | Lake with outlet | [] 7 |
| Tidal Estuary | [] 4 | Ocean or Gulf | [] 8 |
2. Identify and describe the drainage path of effluents to major body of water: N/A
3. Florida's Water Quality and Use Classification of the receiving waters: N/A
4. Minimum weekly average flow of receiving bodies of water for 10 year period: N/A MG/WK
5. Degree of dilution provided by receiving waters at minimum flow: N/A

- C. Description of outfall to area surface waters.
1. Approximate water depth at outfall during low flow: N/A
2. Approximate depth below outfall invert: N/A
3. Diameter of outfall: N/A
4. Approximate distance of outfall from shoreline: N/A

- If discharge into groundwaters is involved during treatment or disposal, furnish the following information:
1. Surface or sub-surface irrigation.
- a) Description of disposal structure(s) - Shallow percolation/evaporation pond.
- b) Area under irrigation
- Total:
- Per rotation:
- c) Irrigation rate:
- d) Percolation rate: 3"/Min.
- e) Ultimate disposal of surface/sub-surface runoff: Percolation to ground water
- f) Cover Crop, type: N/A
2. Seepage Ponds: (for each surface impoundment)
- a) Area of Pond(s): 1000 Sq. Ft.
- b) Design Depth of Water in the Ponds: 2 Ft. with 3:1 sloped banks
- c) Percolation Rate: 3"/Min.
- d) Indicate any overflow during rainfall: Designed to hold 25 yr. storm with no overflow
- e) What is groundwater table elevation at its highest point during the year? 15.5
- What is the elevation of the pond bottom? 17.0
- f) Number and location of groundwater monitoring wells: None required

E. Environmental Data on Pollution Source

1. Character of Area Within One Mile of Plant: Industrial/Commercial

M-1-Comm.

2. Distance from the Nearest Municipality: Within City of Plant City

3. Owner of Land (if different from applicant): Same

4. Availability of Space for Expansion of Plant: Yes

5. If disposal is to groundwater as described in Section D above, complete the following:

a) Description of the geohydrology of groundwater in the disposal area: Fluctuating water table in pourous sands.

b) Direction of the groundwater flow: Westerly

c) Description of the chemical characteristics and uses of the area groundwater: N/A

d) Indicate the number of potable water supply wells within 500 feet of effluent disposal area, the depths of those wells and their approximate distances and direction from the disposal area:

NONE

e) List all lakes, ponds and all other sources of surface water within one mile of the disposal area. List their uses and the water elevations of the water bodies, their approximate distance and direction from the disposal area:

N/A

ADDITIONAL DATA FOR TEMPORARY OPERATION PERMIT
(For Existing Sources Not Meeting Department Standards)

Justification for Temporary Operation Permit Request

A. Attach additional sheets responding to the following items:

1. The facts and reasons which support that:
 - a. the applicant has a waste for which no feasible and acceptable method of treatment or disposal is known and the applicant is making a bona fide effort through research and other means to discover and implement such a method;
 - b. the applicant needs permission to pollute the waters within the state for a period of time necessary to complete research, planning, construction, installation or operation of an approved abatement facility or alternate waste disposal system;
 - c. there is no present reasonable, alternative means of disposing of applicant's waste other than by discharging into waters of the state;
 - d. the denial of a temporary operation permit would work an extreme hardship upon the applicant;
 - e. granting of a temporary operation permit will be in the public interest;
 - f. the schedule for meeting compliance outlined in c. is reasonable;
 - g. the discharge will not be unreasonably destructive to the quality of the receiving waters.
2. The damage or harm resulting, or which may result, to the quality of the receiving water should the department grant a temporary operation permit or an extension to an existing temporary operation permit.
3. Any advantages or disadvantages to residents and the environment in the affected area resulting from the department granting or denying a temporary operation permit or an extension to an existing temporary operation permit.

B. Technical Data:

1. Manner of discharge:
2. Receiving body of water:
3. Use of receiving body of water:
4. Condition of receiving body of water:
5. Nature of discharge:
6. Volume of discharge:
7. Frequency of discharge:
8. Quantity of discharge:
9. Quality of Discharge:

RAW

FINAL

Lbs/day BOD₅

Lbs/day Total Suspended Solids

PPM DO at outfall

Lbs/day Total Phosphorous, P

Lbs/day Total Nitrogen, N

Lbs/day Total Kjeldahl N

10. Proposed Time Discharge is Required:

11. Reasons for Time Required:

12. Reasons why conditions of Chapter 403, Florida Statutes and Chapter 17-3, Florida Administrative Code have not been met:

C. Plans for meeting full compliance to Chapter 403, F. S., and Chapter 17-3, F.A.C.

Schedule of Increments of Progress to meet compliance:

1. Date when planning is expected to be complete _____
2. Date when engineering will be complete _____
3. Date construction application will be submitted to upgrade or replace the existing plant or build lift station and force main to phase out the present facility. _____
4. Date contract will be let _____
5. Date construction will commence _____
6. Date construction is to be complete and so certified _____
7. Date that wastewater collection/transmission/treatment/effluent disposal systems will be certified "in compliance" to your permit _____

(cross out inappropriate components)

D. Who will be responsible for overseeing that the above time schedule will be met?

NAME _____
(Print or type)

TITLE _____

ADDRESS _____

PHONE _____

Signature _____ Date _____

EXHIBIT

8



EXHIBIT

10

A. Waste Evaluation Procedures	Analysis Code
Characteristics of Hazardous Waste	
1. Ignitability	
Pensky-Martens Closed-Cup Method	1010
2. Corrosivity Toward Steel	1110
3. Extraction Procedure (EP) Toxicity Test Method and Structural Integrity Test	1310
 B. Sample Workup Techniques	
1. Inorganic Techniques	
a. Acid Digestion Procedure for Flame Atomic Absorption Spectroscopy	3010
b. Acid Digestion Procedure for Furnace Atomic Absorption Spectroscopy	3020
c. Acid Digestion of Oils, Greases, or Waxes	3030
d. Dissolution Procedure for Oils, Greases, or Waxes	3040
e. Acid Digestion of Sludges	3050
2. Organic Techniques	
a. Separatory Funnel Liquid-Liquid Extraction	3510
b. Continuous Liquid-Liquid Extraction	3520
c. Acid-Base Cleanup Extraction	3530
d. Soxhlet Extraction	3540
 C. Sample Introduction Techniques	
1. Headspace	5020
2. Purge-and-Trap	5030

D.	Multiement Inorganic Analytical Method (reserved)	
	Inductively Coupled Plasma Method	6010
E.	Inorganic Analytical Methods	
1.	Arsenic	
	Atomic Absorption, Furnace Method	7060
2.	Barium	
	Atomic Absorption, Furnace Method	7081
3.	Cadmium	
	Atomic Absorption, Furnace Method	7131
4.	Chromium	
	Atomic Absorption, Furnace Method	7191
5.	Cooper	
	Atomic Absorption, Furnace Method	7211
6.	Lead	
	Atomic Absorption, Furnace Method	7421
7.	Mercury	
	Mercury in Liquid Waste (Manual Cold-Vapor Technique)	7470
8.	Nickel	
	Atomic Absorption, Furnace Method	7521
9.	Selenium	
	Atomic Absorption, Furnace Method	7740
10.	Zinc	
	Atomic Absorption, Furnace Method	7951

F. Organic Analytical Methods

1. Gas Chromatographic Methods

a. Halogenated Volatile Organics	8010
b. Nonhalogenated Volatile Organics	8015
c. Aromatic Volatile Organics	8020
d. Acrolein, Acrylonitrile, Acetonitrile	8030
e. Phenols	8040
f. Phthalate Esters	8060
g. Organochlorine Pesticides and PCB's	8080
h. Nitroaromatics and Cyclic Ketones	8090
i. Polynuclear Aromatic Hydrocarbons	8100
j. Chlorinated Hydrocarbons	8120
k. Organophosphorus Pesticides	8140
l. Chlorinated Herbicides	8150

2. Gas Chromatographic/Mass Spectroscopy Methods

a. GC/MS method for Volatile Organics	8240
b. GC/MS Method for Semivolatile Organics: Packed Column Technique	8250
c. GC/MS Method for Semivolatile Organics: Capillary Column Technique	8270

G. Miscellaneous Analytical Methods

a. Total Organic Halides	9020
b. pH Measurement	9040
c. pH Paper Method	9041
d. Specific Conductance	9050
e. Total Organic Carbon	9060
f. Cation-Exchange Capacity (Ammonium Acetate)	9080

EXHIBIT

11

Element (ug/g)	Residue
Aluminum	37
Antimony	0.07
Arsenic	1.2
Barium	130
Beryllium	0.07
Boron	8.1
Cadmium	0.4
Calcium	420
Chromium	3.1
Cobalt	2.2
Copper	4.6
Iron	250
Lead	1,300
Manganese	13
Magnesium	--
Molybdenum	0.5
Nickel	0.4
Selenium	<1
Silicon	<0.2
Silver	<0.1
Sodium	370
Strontium	0.2
Thallium	<2
Tin	2.0
Titanium	4.8
Vanadium	3.5
Zinc	400
Chlorinated Hydrocarbons	0
Toluene	0
Phenol	10
PCB	0

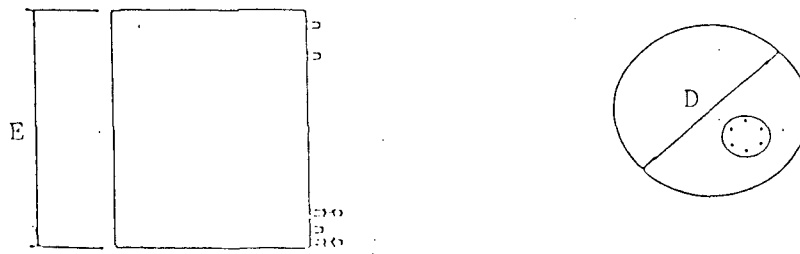
EXHIBIT

12

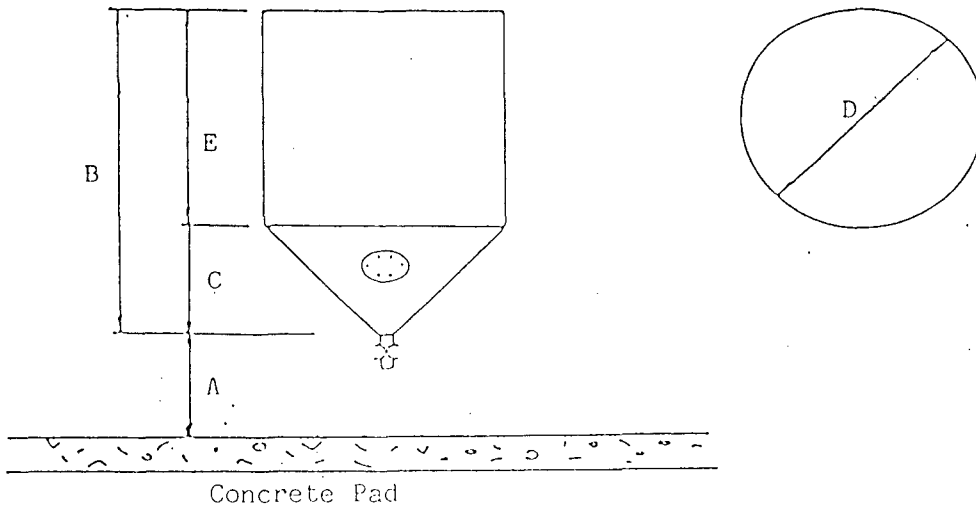
Elemental Analysis	Concentration in runoff water (ug/g)
Aluminum	1.0
Antimony	<0.01
Arsenic	<0.03
Barium	0.005
Beryllium	<0.0012
Boron	<0.004
Cadmium	0.001
Calcium	0.6
Chromium	<0.003
Cobalt	<0.003
Copper	<0.002
Iron	0.5
Lead	<0.02
Magnesium	0.35
Manganese	0.02
Molybdenum	<0.002
Nickel	<0.005
Selenium	<0.02
Silicon	0.6
Silver	<0.001
Sodium	3.8
Strontium	0.005
Thallium	<0.04
Tin	<0.03
Titanium	0.002
Vanadium	0.005
Zinc	0.16

EXHIBIT

13



ROUND, FLAT BOTTOM



Concrete Pad

ROUND, CONICAL BOTTOM

NOTE : ALL TANKS VENTED
TO ATMOSPHERE.

FIGURE D-3
TYPES OF VERTICAL BULK STORAGE TANKS
USED FOR HAZARDOUS WASTE MATERIALS

TABLE T-1

Tank No.	Shape and Position	Bottom Configuration	Dimensions: Feet/Inches					Capacity (gals)	Measured Shell	Approx. Age/Yrs.	Seam Description
			A	B	C	D	E				
1	Round, V	Flat				10	25	14625	0.278	25	R
2	Round, V	Flat				10	25	14625	.226	25	R
3	Round, V	Flat				10	26	15210	.287	30	W
4	Round, V	Flat				10	26	15210	.289	30	W
5	Round, V	Flat				10	26	15210	.250	30	W
6	Round, V	Flat				10	32-2	13818	.244	25	R
7	Round, V	Flat				10	24	14040	.229	25	W
8	Round, V	Flat				10	25	14625	.306	25	R
9	Round, V	Flat				10	25	14625	.303	25	R
10	Round, V	Flat				10	25	14625	.231	25	R
11	Round, V	Flat				10	32-2	18818	.236	25	R
12	Round, V	Flat				10-6	37-2	24000	.244	12	W
cone	Round, V	Conical	2.2	24.83	5.33*	8	19-6	8000	.345/.386	10	W
20	Round, V	Flat				10-6	32	20000	.245	12	W
24	Round, H	Flat				10-6	37-2	24000	.280	12	W
50	Round, V	Flat				36-11	26-1	210,000	.190	5	W
83	Round, V	Flat				35	30	210,000	.182	5	W

V=Vertical

.345=Sidewall

R=Riveted

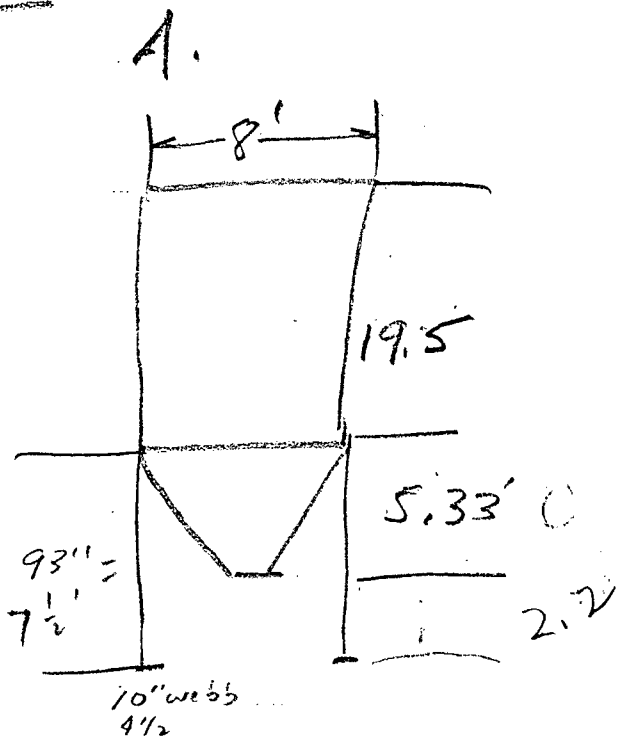
H=Horizontal

.386=Conewall

W=Welded

*=See Drawing

we



compute volume of tank

$$A = \frac{\pi D^2}{4} = \frac{64\pi}{4} = 50.27 \text{ ft}^2$$

$$V_1 = Ah = 50.27(19.5) = 980.27$$

$$V_2 = \frac{1}{3} Ah = \frac{(50.27)(5.33)}{3} = \frac{89.31}{1069.58} \text{ ft}^3 = 8000.46$$

$$\frac{62.4 \text{ lb/ft}^3}{7.48 \text{ ft}^3} \times 0.85 = 7.09 \frac{\text{lb}}{\text{gal}}$$

$$\text{WT of Fill} = 1069.58 \times 7.48 \frac{\text{gal}}{\text{ft}^3} \times 7.09 \frac{\text{lb}}{\text{gal}} = \underline{56723.23 \text{ lb}}$$

EST. D.L. of TANK

$$A_1 = \text{top of tank} = 50.27 \text{ ft}^2$$

$$A_2 = \text{side of tank} = \pi DH = 19.5(8)\pi = 490.09 \text{ ft}^2$$

$$A_3 = \text{cone} = 0.15 \times \pi \times 8 \times 7.07 = 111.1 \text{ ft}^2$$

$$A_1 + A_2 + A_3 = 652.27 \text{ ft}^2$$

$$\text{Total surface Area} = 652.27 \text{ ft}^2 \times 10.2 \text{ #/ft}^2 = 6653.15 \text{ lbs}$$

$$\text{cols} = 4 \times 22 \times 14.85 = 1307 \text{ lbs} + 6653.15 = 7960.15 \text{ lbs}$$

$$\frac{7960.15}{62.57} = 127.22 \text{ KIPS}$$

$$50. \ell = \frac{26.08 \times .85 \times 62.4 \times 36.92}{428,400} = 0.119$$

$$S_m = 26.08 \times .85 \times 62.4 = 1383 \text{ psf. } \underline{\text{ok}}$$

83

$$\ell = \frac{30 \times .85 \times 62.4 \times 35}{428,400} = 0.130$$

$$S_m = 30 \times 0.85 \times 62.4 = 1591.2 \text{ psf. } \underline{\text{ok}}$$

$$6 \& 11. \quad t = \frac{32.17 \times .85 \times 62.4 \times 10}{428,400} = .039$$

.039 vs. 244
plate thickness ok.

$$S_m = 32.17 \times .85 \times 62.4 = 1706.3 \text{ psf soil pressure } \underline{\text{ok}}$$

$$7. \quad t = \frac{24 \times 0.85 \times 62.4 \times 10}{428,400} = .029$$

plate thickness ok.

$$S_m = 24 \times 0.85 \times 62.4 = 1273 \text{ psf. } \underline{\text{ok}}$$

$$8, 9 \& 10. \quad t = \frac{25 \times 0.85 \times 62.4 \times 10}{428,400} = 0.031 \quad \underline{\text{ok}}$$

$$S_m = 25 \times 0.85 \times 62.4 = 1326 \text{ psf } \underline{\text{ok}}$$

$$12. \quad t = \frac{37.17 \times 0.85 \times 62.4 \times 10.5}{428,400} = 0.048 \quad \underline{\text{ok}}$$

$$37.17 \times 0.85 \times 62.4 = 1971 \text{ psf. } \underline{\text{ok.}}$$

Calculations

$$\frac{\text{height} \times (\text{spec gravity} \times 62.4) \times \text{diameter}}{\text{joint efficiency} \times \text{All stress} \times 12 \times 2}$$

$$1. \quad t = \frac{25 \times (0.85 \times 62.4) \times 10}{0.85 \times 21,000 \times 12 \times 2} = \frac{13260}{428,900} = 0.030$$

plate thickness OK 0.030 vs 0.278

$$\text{MAX soil pressure} = 25' \times 0.85 \times 62.4 = 1326.00 \text{ psf}$$

1326 psf vs 21,000 OK

$$2. \quad \frac{25 \times 0.85 \times 62.4 \times 10}{428,900} = 0.030 \text{ plate thickness } \underline{\underline{\text{OK}}}$$

0.030 vs 0.226

$$\text{MAX soil pressure } S_m = 25' \times 0.85 \times 62.4 = 1326 \text{ psf}$$

1326 vs 21,000 OK

$$3, 4 \& 5 \quad t = \frac{26 \times 0.85 \times 62.4 \times 10}{428,900} = \frac{13,790.4}{428,900} = 0.032$$

plate thickness OK

$$S_m = 26 \times 0.85 \times 62.4 = 1379.04 \text{ psf. } \underline{\underline{\text{OK}}}$$

Cons taken by col in y-y direction

$$\frac{1.52}{39.5} = 0.04$$

$$0.04 \times 4 \times 7.5 = 1.20 \text{ k-ft}$$

$$f_{by} = \frac{1.20 \times 12}{3.97} = 3.63 \text{ ksi}$$

Columns are OK by inspection

Calculate shell thicknesses Req'd for ring tension.

$$\text{ring tension} = \frac{19.5 \times (0.85 \times 62.4) \times 8'}{0.85 \times 21,000 \times 12 \times 2} = 0.0193$$

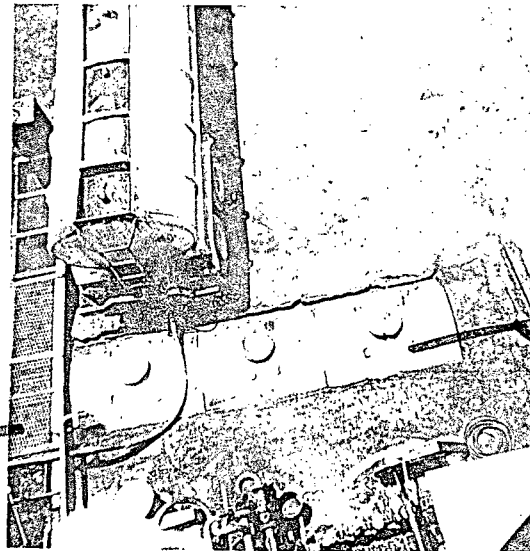
$$= 0.0193 < 0.345$$

∴ ok

EXHIBIT

15

2600
tank



Calibrated
tank

EXHIBIT

18

listed by EPA identification number of each generator;

(e) The method of treatment, storage, or disposal for each hazardous waste;

(f) [Reserved]

(g) The most recent closure cost estimate under § 264.142, and, for disposal facilities, the most recent post-closure cost estimate under § 264.144; and

(h) The certification signed by the owner or operator of the facility or his authorized representative.

[45 FR 33221, May 19, 1980, as amended at 46 FR 2849, Jan. 12, 1981; 48 FR 3982, Jan. 28, 1983]

§ 264.76 Unmanifested waste report.

If a facility accepts for treatment, storage, or disposal any hazardous waste from an off-site source without an accompanying manifest, or without an accompanying shipping paper as described in § 263.20(e)(2) of this Chapter, and if the waste is not excluded from the manifest requirement by § 261.5 of this Chapter, then the owner or operator must prepare and submit a single copy of a report to the Regional Administrator within fifteen days after receiving the waste. The unmanifested waste report must be submitted on EPA form 8700-13B. Such report must be designated 'Unmanifested Waste Report' and include the following information:

(a) The EPA identification number, name, and address of the facility;

(b) The date the facility received the waste;

(c) The EPA identification number, name, and address of the generator and the transporter, if available;

(d) A description and the quantity of each unmanifested hazardous waste and facility received;

(e) The method of treatment, storage, or disposal for each hazardous waste;

(f) The certification signed by the owner or operator of the facility or his authorized representative; and

(g) A brief explanation of why the waste was unmanifested, if known.

[Comment: Small quantities of hazardous waste are excluded from regulation under this Part and do not require a manifest. Where a facility receives unmanifested hazardous wastes, the Agency suggests that the

owner or operator obtain from each generator a certification that the waste qualifies for exclusion. Otherwise, the Agency suggests that the owner or operator file an unmanifested waste report for the hazardous waste movement.]

[45 FR 33221, May 19, 1980, as amended at 48 FR 3982, Jan. 28, 1983]

§ 264.77 Additional reports.

In addition to submitting the biennial reports and unmanifested waste reports described in §§ 264.75 and 264.76, the owner or operator must also report to the Regional Administrator:

(a) Releases, fires, and explosions as specified in § 264.56(j);

(b) Facility closures specified in § 264.115; and

(c) As otherwise required by Subparts F and K—N.

[46 FR 2849, Jan. 12, 1981, as amended at 47 FR 32350, July 26, 1982; 48 FR 3982, Jan. 28, 1983]

Subpart F—Ground-water Protection

SOURCE: 47 FR 32350, July 26, 1982, unless otherwise noted.

§ 264.90 Applicability.

(a) Except as provided in paragraph (b) of this section, the regulations in this subpart apply to owners and operators of facilities that treat, store, or dispose of hazardous waste in surface impoundments, waste piles, land treatment units, or landfills. The owner or operator must satisfy the requirements of this subpart for all wastes (or constituents thereof) contained in any such waste management unit at the facility that receives hazardous waste after the effective date of this subpart (hereinafter referred to as a "regulated unit"). Any waste or waste constituent migrating beyond the waste management area under § 264.95(b) is assumed to originate from a regulated unit unless the Regional Administrator finds that such waste or waste constituent originated from another source.

(b) The owner or operator is not subject to regulation under this subpart if:

(1) He is exempted under § 264.1;

(2) He designs impoundment

§ 264.222, a pile § 264.250(c), § 264.250(d), or a landfill in compliance with

(3) The Regional Administrator finds, pursuant to the treatment unit

ment unit does hazardous constituent background levels by an amount significant, and if monitoring program requirements of § 264.117

a statistically significant hazardous constituent treatment zone of life of the unit.

(4) The Regional Administrator finds that there is migration of liquid from the uppermost active life of the unit, including the closure post-closure care under § 264.117.

(5) The owner or operator must be certified by a geologist or geotechnical engineer to provide an adequate safety in the prevention of migration of liquid from the unit.

(6) The owner or operator must base any design under this paragraph that maximizes the life of the unit.

(7) The regulations in this part apply during the regulated unit (interim period). After closure of the unit, the regulations in this part apply.

(1) Do not apply to residues, contaminant system components, and subsoils are removed at closure;

(2) Apply during the care period under this part unless the owner or operator is conducting monitoring under § 264.98; or

(3) Apply during the period under § 264.117 unless the operator is conducting monitoring program

EXHIBIT

II-1

II-2

The original and 3 copies originally signed were sent to Charles Beiderman in the Hazardous Waste Section, F.D.E.R., Tallahassee.

An additional copy was sent to John Kolek, Hazardous Waste Section Southwest District Office in Tampa under separate cover.

STATE OF FLORIDA

HAZARDOUS WASTE FACILITY ENDORSEMENT
(Primary Policy)

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147 as adopted by reference in Section 17-30.18, Florida Administrative Code (FAC). The coverage applies at:

<u>EPA/DER I.D. No.</u>	<u>Name</u>	<u>Address</u>
FLD065680613	National Oil Service of Florida	105 S. Alexander Plant City, Florida

for: sudden accidental occurrences
 nonsudden accidental occurrences
 sudden and nonsudden accidental occurrences.

(If coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental coverages, and which are insured for both.)

The limits of liability are \$ 10,000,000.00 each occurrence and \$ 10,000,000.00 annual aggregate, exclusive of legal defense costs.

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

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f), as adopted by reference in Section 17-30.18, FAC.

- (c) Whenever requested by the Secretary of the Florida Department of Environmental Regulation (FDER), the Insurer agrees to furnish to the Secretary a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of this endorsement, whether by the Insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Secretary of the FDER.
- (e) Any other termination of this endorsement (e.g., expiration, non-renewal) will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDER.

Attached to and forming part of policy No. 255G2061347 issued by
Chicago Insurance Company, herein called the Insurer,
 [Name of Insurer]
 of 4835 LBJ Freeway, Suite 222, Dallas, Texas 75234 to
 [Address of Insurer]
Natioanl Oil Service of Florida of
 [Name of Insured]
105 S. Alexander, Plant City, Florida
 [Address of Insured]
 this 14th day of August, 19 84. The effective date of said
 [Day] [Month] [Year]
 policy is 1st day of August, 1984.
 [Day] [Month] [Year]

I hereby certify that the wording of this endorsement is identical to the wording specified in 40 CFR 264.151(i), as adopted by reference in Section 17-30.18, FAC, as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states including Florida.

R. E. Barrett
 [Signature of Authorized Representative of Insurer,
 who is a Resident Agent of Florida]

R. E. Barrett 261-44-7232
 [Type Name] [Social Security Number]

Resident Agent
 [Title]

Authorized Representative of
Chicago Insurance Company
 [Name of Insurer]

7600 Red Road, Box 431217, South Miami, Florida 33243
 [Address of Representative]

STATE OF FLORIDA

HAZARDOUS WASTE FACILITY ENDORSEMENT
(Primary Policy)

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under 40 CFR 264.147 or 265.147 as adopted by reference in Section 17-30.18, Florida Administrative Code (FAC). The coverage applies at:

<u>EPA/DER I.D. No.</u>	<u>Name</u>	<u>Address</u>
FLD065680613	National Oil Service of Florida	105 S. Alexander Plant City, Florida

for: sudden accidental occurrences
 nonsudden accidental occurrences
 sudden and nonsudden accidental occurrences.

(If coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental coverages, and which are insured for both.)

The limits of liability are \$ 500,000.00 each occurrence and \$ 500,000.00 annual aggregate, exclusive of legal defense costs.

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

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the Insurer. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated as specified in 40 CFR 264.147(f) or 265.147(f), as adopted by reference in Section 17-30.18, FAC.

- (c) Whenever requested by the Secretary of the Florida Department of Environmental Regulation (FDER), the Insurer agrees to furnish to the Secretary a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of this endorsement, whether by the Insurer or the insured, will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Secretary of the FDER.
- (e) Any other termination of this endorsement (e.g., expiration, non-renewal) will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Secretary of the FDER.

Attached to and forming part of policy No. 162500087614 issued by
Wausau Underwriters Insurance Company, herein called the Insurer,
 [Name of Insurer]
 of 1333 Corporate Drive, Suite 300, Irving, Texas 75038 to
 [Address of Insurer]
National Oil Service of Florida of
 [Name of Insured]
105 S. Alexander, Plant City, Florida
 [Address of Insured]
 this 14th day of August, 1984. The effective date of said
 [Day] [Month] [Year]
 policy is 1st day of August, 1982.
 [Day] [Month] [Year]

I hereby certify that the wording of this endorsement is identical to the wording specified in 40 CFR 264.151(i), as adopted by reference in Section 17-30.18, FAC, as such regulation was constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states including Florida.

R. E. Barrett
 [Signature of Authorized Representative of Insurer,
 who is a Resident Agent of Florida]

R. E. Barrett 261-44-7232
 [Type Name] [Social Security Number]

Resident Agent
 [Title]

Authorized Representative of
Wausau Underwriters Insurance Company
 [Name of Insurer]

7600 Red Road, Box 431217, South Miami, Florida 33243
 [Address of Representative]

EXHIBIT

II-4

The original and 3 copies originally signed were sent to Charles Beiderman in the Hazardous Waste Section, F.D.E.R., Tallahassee.

An additional copy was sent to John Kolek, Hazardous Waste Section Southwest District Office in Tampa under separate cover.

HAZARDOUS WASTE FACILITY TRUST FUND AGREEMENT
TO DEMONSTRATE CLOSURE AND/OR POST-CLOSURE FINANCIAL ASSURANCE

*** STANDBY TRUST AGREEMENT, the "Agreement," entered into as of 15th Day August 1984
National Oil Service of Florida, Division [Date]
by and between of International Petroleum Corporation,
[Name of the Owner or Operator],
a Delaware Corporation [insert "corpor-
[Name of State] ation," "partnership," "association," or "proprietorship"], the "Grantor,"
and Sun Bank/South Florida, N.A.,
[Name of Corporate Trustee],
[insert "incorporated in the
State of Florida " or "a national bank"] the "Trustee."

WHEREAS, the Florida Department of Environmental Regulation, "FDER," an agency of the State of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for closure and/or post-closure care of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

*** Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A [on Schedule A, for each facility list the EPA/DER Identification Number, name, address, and the current closure and/or post-closure cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement].

*** Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of the FDER. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting

*** See attached Exhibit "A" incorporated herein and specifically made a part hereof.

of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the FDER.

Section 4. Payment for Closure and Post-Closure Care. The Trustee shall make payments from the Fund as the FDER Secretary shall direct, in writing, to provide for the payment of the costs of closure and/or post-closure care of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the FDER Secretary from the Fund for closure and post-closure expenditures in such amounts as the FDER Secretary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDER Secretary specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

*** Section 5. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 6. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a State government; and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

*** See attached Exhibit "A" incorporated herein and specifically made a part hereof.

Section 7. Commingling and Investment. The Trustee is expressly authorized in its discretion:

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 8. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 9. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage

commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

*** Section 10. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Secretary of the FDER a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the FDER Secretary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 11. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 12. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 13. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, FDER Secretary, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 14. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDER Secretary to the Trustee shall be in writing, signed by the FDER Secretary, or the designee, and the Trustee

*** See attached Exhibit "A" incorporated herein and specifically made a part hereof.

shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDER hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDER, except as provided for herein.

*** Section 15. Notice of Nonpayment. The Trustee shall notify the Grantor and the FDER Secretary, by certified mail within 10 days following the expiration of the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the FDER Secretary, or by the Trustee and the FDER Secretary if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the FDER Secretary, or by the Trustee and the FDER Secretary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDER Secretary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written. The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1), as adopted by reference in Section 17-30.18, Florida Administrative Code, as such regulations were constituted on the date first above written.

*** See attached Exhibit "A" incorporated herein and specifically made a part hereof.

[Signature of Grantor]

[Title]

Attest:

[Title]

[Seal]

[Signature of Trustee]

Attest:

[Title]

[Seal]

SCHEDULE A

CLOSURE COST ESTIMATE (August 15, 1984)

<u>CLOSURE TASK</u>	<u>COST</u>
1) Disposal of Hazardous Waste from Storage Tank, Assuming One-half Tank Capacity (total from all tanks) 12,400 gals. @ \$0.25/gal disposal	\$ 3,100.00
2) Disposal of Solvent Used for Triple Rinsing of Storage Tanks, 14.400 gals. @ 0.25/gal disposal	\$ 3,600.00
3) Labor Cost for Decontamination of Storage Tank Area 4 Man-wk @ \$10/hr	<u>\$ 1,600.00</u>
TOTAL	\$ 8,300.00

SCHEDULE B

DUPLICATE NON-NEGOTIABLE COPY



Sun Bank/South Florida, N.A.

HAZARDOUS WASTE FACILITY IRREVOCABLE LETTER OF CREDIT
S.F. 855

May 24, 1984

Ms. Victoria J. Tschinkel, Secretary
Florida Department of Environmental Regulation
Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32301-8241

Dear Madam:

We hereby establish our Irrevocable Standby Letter of Credit No. S.F. 855 in your favor, at the request and for the account of International Petroleum Corp., National Oil Service Division, 105 S. Alexander Street, Plant City, Florida 33566, up to the aggregate amount of ten thousand and no/100ths U.S. dollars, \$10,000.00, available upon presentation of

- (1) your sight draft, bearing reference to this letter of credit No. S.F. 855, and
- (2) your signed statement reading as follows: "I certify that the amount of the draft is payable pursuant to regulations issued under authority of the Resource Conservation and Recovery Act of 1976 as amended, as adopted by reference in Section 17-30.18, Florida Administrative Code."

This letter of credit is effective as of May 24th, 1984, and shall expire on May 24th, 1985, but such expiration date shall be automatically extended for a period of one year on May 24th, 1985, and on each successive expiration date, unless, at least 120 days before the current expiration date, we notify both you and International Petroleum Corp., by certified mail, that we have decided not to extend this letter of credit beyond the current expiration date. In the event you are so notified, any unused portion of the credit shall be available upon presentation of your sight draft for 120 days after the date of receipt by both you and International Petroleum Corp., as shown on the signed return receipts.

Whenever this letter of credit is drawn on, under and in compliance with the terms of this credit, we shall duly honor such draft upon presentation to us, and we shall deposit the amount of the draft directly into the standby trust fund of International Petroleum Corp., in accordance with your instructions.

Sun Bank/South Florida, N.A.

Letter of Credit S.F. 855

Page 2

We certify that the wording of this letter of credit is identical to the wording specified in 40 CFR 264.151(d), as adopted by reference in Section 17-30.18, Florida Administrative Code, as such regulations were constituted on the date shown immediately below.

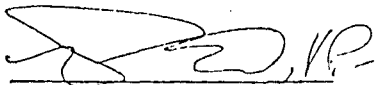
Except as otherwise stated herein, this credit is subject to the "Uniform Customs and Practices for Documentary Credits (1974 Revision) International Chamber of Commerce (Publication 290)."

May 24, 1984

Date

Very truly yours,
Sun Bank/South Florida,
National Association

BY:



Theodore A. Busk
Vice President

ATTEST:



Mary B. Cottrell
Administrative Officer

DUPLICATE NON-NEGOTIABLE COPY

EXHIBIT "A"

This Exhibit "A" is a part of and incorporated into the "Hazardous Waste Facility Standby Trust Fund Agreement to Demonstrate Closure Financial Assurance" for National Oil Service of Florida, Division of International Petroleum Corporation and otherwise is intended to explain pertinent portions therefore.

The trust agreement establishes a Standby Trust Fund to be used under the terms of the letter of credit No. SF 855.

All amounts paid pursuant to a draft by the Secretary of F.D.E.R. will be deposited by the issuing institution directly into "The Standby Trust Fund" in accordance with instructions from the Secretary F.D.E.R.

Unless the Standby Trust Fund is funded the following are not required:

- A. Payments into the Trust Fund as specified in section 264.143 (A)
- B. Annual up-dating of schedule A of the Trust Agreement to show current closure cost estimates.
- C. Annual valuations as required by the Trust Agreement and
- D. Notices of non-payment as required by the Trust Agreement.

D. E. R.

AUG 17 1984

SOUTH WEST DISTRICT
TAMPA