Operation and Maintenance Plan

Operation and Maintenance (O&M) Plan provides reasonable assurance that the terminal can be effectively operated and maintained, through reasonable provisions of the operation and maintenance of the terminal. Routine maintenance of equipment is preformed as needed to assure optimal operation.

The O&M Plan includes procedures for start-up, monitoring and maintenance on a specified schedule for each permitted operation at the terminal.

Facility wide condition number 14 reads:

"14. <u>Operations and Maintenance Plan (O&M).</u> This plan outlines the procedures the permittee incorporates during the normal operation of this facility and provides necessary assurance that the facility will operate in compliance. The permittee shall operate in accordance with all procedures outlined in the most recently approved O&M Plan (Attachment O&M-I). [Rule 62-4.070, F.A.C., submitted as part of renewal application]

{Permit Note: An O&M plan should be a living document that provides procedures to help in maintaining the subject facility in compliance with applicable air regulations. Keeping this document up to date with the facility's current activities will not require any permit action; however, such modifications shall be submitted to the Department for approval. This does not alleviate the air construction permitting requirements for any proposed new or modified facility or emission unit (per Rule 62-210.300(1)(a), F.A.C.)}"

The O&M Plan is divided into the following sections:

Section I: General Facility-Wide Requirements

Section II: Vapor Combustion Unit (VCU)

Section III: Truck Loading Rack

Section IV: Large Storage Tanks with Internal Floating Roofs

Section V: Fugitive Emissions

Section I: General Facility-Wide Requirements

There are five key Specific Conditions of the operating permit associated with the terminal in general. Specific Conditions Nos: 4,6, 7,8 and 11. The conditions read as follows:

*"**4.** An annual operating report for air pollutant emitting facility, DEP Form 62-210.900(5), shall be submitted by March 1 of each year. A copy of the form and instructions may be obtained from the Department's Northwest District office.*
[Rule 62-210.370, F.A.C.] "

"6. *The permittee shall* ***maintain records for all petroleum products received and loaded which show the annual (calendar year) throughput and emission for the facility, individual tanks, and the loading rack****. These records and the annual operating report shall be used to demonstrate compliance with Facility-Wide Condition Nos. 8 and 9.*
[Rules 62-4.070, 62-296.320(1)(a). F.A.C., and Permit 0330140-OOI-AC] "

*"**7.** VOC and HAP emissions shall be controlled by proper operation and maintenance of the tank floating roofs, vapor collection system and vapor combustion unit (VCU, flare), and by limiting the* ***maximum facility throughput of gasoline to 145 MMgallons and diesel to 50 MM gallons per year (calendar)****. [Rules 62-4.070, 62-4.160(2), 62-210.200(PTE), 62-296.320(1)(a), F.A.C., and Permit 0330140-004-AC] "*

*"**8.** The* ***maximum allowable combined VOC emissions from this facility are 24 tons of VOCs per year (calendar year)****, based on the above stated annual gasoline and diesel throughputs. {Permit Note: This emission limit does not include any associated fugitive emissions from the facility.) [Rules 62-4.070, 62-296.320(1)(a), F.A.C., Letter Dated July 24, 1996 and August 15, 1996, Construction Permit Application and Permit 0330140-001-AC]*

{Permit Note: If it is determined that the facility will exceed any of the above throughput or emission limits, an air construction (AC) permit application should be submitted to mod$ such limits. The facility should have an issued final AC permit, with modified limitations, before the facility exceeds any of the above limitations or it will be subject to enforcement action}"

*"**11,** Sixty days prior to the expiration date of this operation permit, the Permittee shall submit two permit renewal applications using the current version of the renewal form along with the processing fee established in Rule 62-4.050(4), F.A.C., to the Northwest District office of the Department. [Rule 62-4.090, F.A.C.] "*

Records:

Monthly records will be maintained on the following:

Barge Unloading: Amount of gasoline and diesel unloaded
Truck loading rack: Amount of gasoline and diesel loaded
All Tanks: Amount of gasoline and diesel stored

Documentation of the throughputs is kept on file at the terminal for a two year period.

Section II: Vapor Combustion Unit (VCU)

The vapors from the truck loading rack are controlled by a Callidus Technologies, Inc.'s Vapor Combustion Unit and is addressed under Subsection C of the operating permit. (Emission Unit No.:003)

Description:

This is an automated system and is operated in accordance with the current operating permit.

A basic discussion of normal VCU operations entitled "Callidus Truck Terminal Combustor with Flame Stability Control - Basic Operational Theory" dated September 2, 2004 is attached. (See Attachment A)

"Design Specifications" dated July 2004: Section 3**,** Rev. 2 are attached. (See Attachment B)

"Start-up Checklist" (updated July 2004: Section 4, Rev. 1) and "Daily Control System Operating Instructions " (updated July 26, 2004: Section 5, Rev. 4). Operational parameters are addressed in these attachments. (See Attachment C and D)

Under normal shut down conditions, the VCU can be started up in the "automatic mode". See Attachment F entitled "Vapor Combustion Unit Automatic Start-Up Checklist" (Updated November 2, 2004) for details. Details on the Monarch Instruments Data Logger can be found in Attachment E

When the unit shuts down under abnormal conditions (i.e.: system failure, power outages, power surges, etc.), the procedures described under the "Daily Control System Operating Instructions" are used.

According to the operation permit, the VCU is subject to the New Source Performance Standard for Gasoline Terminals (40 CFR 60 Subpart XX).

Each affected facility shall be equipped with a vapor collection system designed to collect the total organic compounds vapors displaced from tank trucks during product loading.

The VCU (flare) shall operate with a flame present at all times. The presence of a flare pilot flame shall be continuously monitored using an ultraviolet (UV) detection system or equivalent. The flame monitoring system shall continuously interact with the Programmable Logic Controller (PCL) for the flare system. In the event the PLC fails to verify the presence of a pilot flame, loading rack operations shall cease immediately and not be returned to operation until the flame is operating properly.
(Rule 62-204.800(7)(b)53., F.A.C., 40 CFR 60.502(b), 40 CFR 60.18(c)(2), 40 CFR 60.18(f)(2), Letter Dated May 14, 1996, and Permit 0330140-001-AC]

(b) Emissions from the vapor collection system due to the loading of liquid product into gasoline tanker trucks shall not exceed 10 milligrams of total organic compounds (T0C) per liter of gasoline loaded (83.5 lb/106 gallons). This was requested by the permittee instead of the 35 milligrams of TOC per liter of gasoline loaded (292.075 lb/I06gallons) specified by 40 CFR 60.502(b), (Subpart XX).
[Rule 62-4.070, F.A.C., Letter Dated July 24, 1996, and Permit 0330140-001-AC]

(c) Visible Emissions from the VCU (flare) shall not exceed 5% opacity, except for periods not to exceed a total of 5 minutes during any two consecutive hours.
[Rule 62-204.800(7)(b)53., F.A.C., 40 CFR 60.502(b), and 40 CFR 60.18(c)(I)]"

Inspections and Records:

Trained plant personnel check the VCU on a daily, weekly, and monthly basis. The observations and parameters monitored are detailed in the attached forms entitled:

Vapor Combustion Unit Daily/Weekly Inspection Log (See Attachment G)
Vapor Combustion Unit Monthly/Quarterly Inspection Log (See Attachment H)

John Zink performs preventive maintenance on the VCU every six months. The attached contract with John Zink details the checks to be made during each site visit. John Zink will check to see if the Data Logger's hardware is functioning properly.
(See Attachment I)

Callidus will check the PLC logic via modem every quarter and anytime the unit is shut down due to inclement weather or power surge. Callidus will provide written documentation of each check and a copy kept at the terminal.

A monthly leak inspection on the VCU is conducted in accordance with Specific Condition No. C.6. (c) of the operating permit. (See Attachment J)
Documentation of the inspections is kept on file at the terminal for a two year period.
Testing

The VCU is tested once every permit period for visible emissions.

The VCU is tested once every permit period for VOC emissions.

FDEP must be given a 15 day prior notice of each test. The test report is due 45 days after the compliance test is conducted. (Specific Conditions No.: C.4.b.)

Section III: Truck Loading Rack

The truck loading rack is addressed under Subsection C of the operating permit. (Emission Unit No.: 003)

Description:

The truck loading rack has two loading lanes. Each lane has the capability to load either gasoline or diesel.

According to the operating permit, the loading rack is subject to the New Source Performance Standard for Gasoline Terminals (40 CFR 60 Subpart XX).

The loading rack is an automated system and is operated in accordance with the current operating permit.

Driver Loading Procedures

1. Driver attaches scully cord to truck. The scully system serves as a ground for the truck/trailer as well as overfill protection. Each compartment of every trailer loaded is equipped with an electronic sensor at the top of the compartment. This sensor is wired in to the connection that the driver hooks up to. If a driver attempts in error to load more product than a compartment will hold, the pumps/meters are shut down automatically when product touches the sensor in the top of the compartment.

2. Driver attaches vapor hose to truck. When both scully and vapor recovery hose have been attached, the driver will get a green light. This signifies to the driver that the Terminal Automation System (TAS) software has sent a message to the vapor unit to start warming up and prepare to come on line. The driver will connect the loading arm(s) to loading heads on the truck. When the vapor combustion unit is on line and ready to burn vapors, the driver gets a second green light. A bucket is available to be placed under the loading heads in the event there is a drip/leak at any time. If any drips/leaks are caught in a bucket, they are placed in a small enclosed holding container adjacent to the truck rack. This container is approximately 300 gallons in size. When this tank is approximately 213 full, it is pumped into one of the large storage tanks.

   All new truck drivers are trained on how to disconnect the coupling and how to catch any leaks. New drivers are carefully watched by terminal staff to insure the procedures are followed. The terminal staff also intermittently checks all drivers on loading procedures. Signage regarding proper procedures will be provided in loading area. Drivers are trained to immediately contact terminal personnel should a significant leak occur.

3. Driver then keys in truck number. On receipt of the truck number the TAS verifies that this truck has a current vapor tightness certificate and current insurance on file. If unable to verify either of these, the TAS will not allow the driver to load. Vapor tightness and insurance information is manually entered into the TAS by approved TransMontaigne Product Services Inc., ("TPSI"), personnel only. The expiration dates are entered for each individual truck approved to load at the terminal.

4. Driver then keys in driver number. The TAS verifies that the driver is authorized to load for this carrier. If not, the system will not let him load.

5. Driver then keys in destination number. Specific destination numbers are required for tax reporting reasons. The TAS will authorize the driver to start loading. At this point the TAS unlocks the meters authorized for this destination. The driver will then enter the number of gallons to be loaded in each compartment.

6. Driver proceeds to load truck. When finished loading the preset amount, the TAS shuts down the pump(s), locks all meters and prints the B.O.L. The driver unhooks scully cord and vapor hose, gets his copies of the B.O.L. and leaves the terminal.

7. If the vapor combustion unit goes off line at any time during the entire loading process, the TAS will shut the loading process down immediately.

Vapor-Tight Trucks

Specific Condition No. C.2(e) of the operation permit requires loading of products into gasoline tank truck to be limited to vapor-tight trucks. The condition reads:

"(e) Loadings of liquid product into gasoline tank trucks shall be limited to vapor-tight gasoline tank trucks using the following procedures:

(1) The owner or operator shall obtain the vapor tightness documentation described in **§***60.505(b) for each gasoline tank truck which is to be loaded at the affected facility.*

(2) The owner or operator shall require the tank identification number to be recorded as each gasoline tank truck is loaded at the affected facility.

(3) (i) The owner or operator shall cross-check each tank identification number obtained in paragraph (e)(2) of this section with the file of tank vapor tightness documentation within 2 weeks after the corresponding tank is loaded, unless either of the following conditions is maintained:

If less than an average of one gasoline tank truck per month over the last 26 weeks is loaded without vapor tightness documentation then the documentation crosscheck shall be performed each quarter; or If less

than an average of one gasoline tank truck per month over the last 52 weeks is loaded without vapor tightness documentation then the documentation crosscheck shall be performed semiannually.

(ii) If either the quarterly or semi-annual cross-check provided in paragraphs (e)(3)(i) (A) through (B) of this section reveals that these conditions were not maintained, the source must return to biweekly monitoring until such time as these conditions are again met

(4) The terminal owner or operator shall notify the owner or operator of each non-vapor-tight gasoline tank truck loaded at the affected facility within 1 week of the documentation cross-check in paragraph (e)(3) of this section.

(5) The terminal owner or operator shall take steps assuring that the nonvapor-tight gasoline tank truck will not be reloaded at the affected facility until vapor tightness documentation for that tank is obtained.

(6) Alternate procedures to those described in paragraphs (e)(1) through (5) *of this section for limiting gasoline tank truck loadings may be used upon application to, and approval by, the Administrator."*

The reporting and recording documentation is addressed in Specific Condition No. C.5(a). This condition reads:

*"**C.5**(a) The tank truck vapor tightness documentation required under § 60.502(e)(1) shall be kept on file at the terminal in a permanent form available for inspection.*

(b) *The documentation file for each gasoline tank truck shall be updated at least once per year to reflect current test results as determined by Method 27. This documentation shall include, as a* ***minimum****, the following information:*
(1) Test title: Gasoline Delivery Tank Pressure Test-EPA Reference Method 27.
(2) Tank owner and address.
(3) Tank identification number.
(4) Testing location.
(5) Date of test.
(6) Tester name and signature.
(7) Witnessing inspector, if any: Name, signature, and affiliation.
(8) Test results: Actual pressure change in 5 minutes, mm of water (average for 2 runs)"

Vapor tightness information is manually entered into the TAS by approved TPSI personnel only. The expiration dates are entered for each individual truck approved to load at the terminal. Only trucks with a valid vapor tightness test on file can load product at the loading rack.

Vapor tightness documentation for each truck is kept on file at the terminal for a two year period.

Monthly inspections of the loading rack and vapor collection system.

As required in Specific Condition No. C.2(j) of the operating permit, a monthly leak inspection is required on the truck loading rack and vapor collection system. The condition reads:

"(j) Each calendar month, the vapor collection system, the vapor processing system, and each loading rack handling gasoline shall be inspected during the loading of gasoline tank trucks for total organic compounds liquid or vapor leaks. ***For purposes of this paragraph, detection methods incorporating sight, sound, or smell are acceptable. Each detection of a leak shall be recorded and the source of the leak repaired within 15 calendar days after it is detected.***
[48 FR 37590, Aug. 18, 1983; 48 FR 56580, Dec. 22, 1983, as amended at 54 FR 6678, Feb. 14,1989; 64 FR 7466, Feb. 12,1999]"

The reporting documentation is addressed in Specific Condition No. C.5(c). This condition reads:

"(c) A record of each monthly leak inspection required under § 60.502(j) shall be kept on file at the terminal for at least 2 years. Inspection records shall include, as a minimum, the following information:

(I) Date of inspection.
(2) Findings (may indicate no leaks discovered; or location, nature, and severity of each leak).
(3) Leak determination method.
(4) Corrective action (date each leak repaired; reasons for any repair interval in excess of 15 days).
(5) Inspector name and signature.

Documentation of the monthly leak check inspection is kept on file at the terminal for a two year period. (See Attachment K for form)

Section IV: Large Storage Tanks with Internal Floating Roofs

There are three large storage tanks equipped with internal floating roofs located at the terminal that are addressed under Subsection B of the operating permit. (Emission Unit No.: 001)

Description:

Tank No. 101: 10 kbbl tank storing gasoline or diesel, equipped with an internal floating roof.

Tank No. 201: 20 kbbl tank storing gasoline, equipped with an internal floating roof.

Tank No. 501: 56 kbbl tank storing gasoline, equipped with an internal floating roof.

According to the operating permit, these tanks are subject to the New Source Performance Standard for Volatile Organic Liquid Storage Vessels (including Petroleum Liquid Storage Vessels) address under 40 CFR 60 Subpart Kb.

Tank seal information:

Tank No. 101

Primary seal: Mechanical shoe seal that meets the requirements of 40 CFR 60.11 2b(1)(ii)(C). Secondary seal: None

Tank No. 201

Primary seal: Mechanical shoe seal that meets the requirements of 40 CFR 60.112b(1)(ii)(C). Secondary seal: None

Tank No. 501

Primary seal: Liquid mounted foam seal that meets the requirements of 40 CFR 60.112b(1)(ii)(A). Secondary seal: None

Annual Inspections:

As required in Specific Condition No. D.2 of the operating permit, an annual inspection is required on each tank subject to Subpart Kb. This condition reads:

*"**D.2** The owner or operator of Tanks 501, 201, and 101 shall meet the requirements of paragraph (a), (b), or (c) of this section. The applicable paragraph for a particular storage vessel depends on the control equipment installed to meet the requirements of §60.112b.*

(a) After installing the control equipment required to meet § 60.112b(a)(1) (permanently afixed roof and internal floating roof; Specific Condition A.3), each owner or operator shall:

(1) Visually inspect the internal floating roof, the primary seal, and the secondary seal (if one is in service), prior to filling the storage vessel with VOL. If there are holes, tears, or other openings in the primary seal, the secondary seal, or the seal fabric or defects in the internal floating roof; or both, the owner or operator shall repair the items before filling the storage vessel.

(2) For Vessels equipped with a liquid-mounted or mechanical shoe primary seal (i.e. Tanks 101, 201, & 501), visually inspect the internal floating roof and the primary seal or the secondary seal (If one is in service) through manholes and roof hatches on the fixed roof at least once every 12 months after initial fill. If the internal floating roof is not resting on the surface of the VOL inside the storage vessel, or there is liquid accumulated on the roof; or the seal is detached, or there are holes or tears in the seal fabric, the owner or operator shall repair the items or empty and remove the storage vessel from service within 45 days. *If a failure that is detected during inspections required in this paragraph cannot be repaired within 45 days and if the vessel cannot be emptied within 45 days, a 30-day extension may be requested from the Administrator in the inspection report required in § 60.115b(a)(3). Such a request for an extension must document that alternate storage capacity is unavailable and specify a schedule of actions the company will take that will assure that the control equipment will be repaired or the vessel will be emptied as soon as possible.*

(3) N/A

(4) Visually, inspect the internal floating roof; the primary seal, the secondary seal (if one is in service), gaskets, slotted membranes and sleeve seals (if any) each time the storage vessel is emptied and degassed. If the internal floating roof has defects, the primary seal has holes, tears, or other openings in the seal or the seal fabric, or the secondary seal has holes, tears, or other openings in the seal or the seal fabric, or the gaskets no longer close off the liquid surfaces from the atmosphere, or the slotted membrane has more than 10 percent open area, the owner or operator shall repair the items as necessary so that none of the conditions specified in this paragraph exist before refilling the storage vessel with VOL*. In no event shall inspections conducted in accordance with this provision occur at intervals greater than 10 years in the case of vessels conducting the annual visual inspection as specified in paragraphs (a)(2) of this section*

(5) ***Notify the Administrator in writing at least 30 days prior to the filling or refilling of each storage vessel for which an inspection is required by paragraphs (a)(1) and (a)(4) of this section to afford the Administrator the opportunity to have an observer present****. If the inspection required by paragraph (a)(4) of this section is not planned and the owner or operator could not have known about the inspection 30 days in advance or refilling the tank, the owner or operator shall notify, the Administrator at*

least 7 days prior to the refilling of the storage vessel. ***Notification shall be made by telephone immediately followed by written documentation demonstrating why the inspection was unplanned. Alternatively, this notification including the written documentation may be made in writing and sent by express mail so that it is received by the Administrator at least 7 days prior to the refilling.***
[52 FR 11429, Apr. 8, 1987, as amended at 54 FR 32973, Aug. 11, 1989]"

Reporting and Recordkeeping

The reporting and recordkeeping requirements are addressed in Specific Condition No. D.3. This condition reads:

"D.3. *The owner or operator of Tanks 501, 201, and 101 shall keep records and furnish reports as required by paragraphs (a) of this section depending upon the control equipment installed to meet the requirements of §60.112b. The owner or operator shall keep copies of all reports and records required by this section.*

(a) After installing control equipment in accordance with §60.112b(a)(1) (fixed roof and internal floating roof; Specific Condition A.3), the owner or operator shall meet the following requirements.

(1) Furnish the Administrator with a report that describes the control equipment and certifies that the control equipment meets the specifications of § 60.112b(a)(1) and § 60.113b(a)(1). This report shall be an attachment to the notification required by § 60.7(a)(3).

(2) Keep a record of each inspection performed as required by § 60.113b (a)(1), (a)(2), and (a)(4). Each record shall identify the storage vessel on which the inspection was performed and shall contain the date the vessel war inspected and the observed condition of each component of the control equipment (seals, internal floating roof; and fittings).

(3) If any of the conditions described in § 60.113b(a)(2) are detected during the annual visual inspection required by § 60.113b(a)(2), a report shall be furnished to the Administrator within 30 days of the inspection. Each report shall identify the storage vessel, the nature of the defects, and the date the storage vessel was emptied or the nature of and date the repair was made.

(4) N/A

(Permit Note: The tanks in this emission unit are also subject to the record keeping requirements of Facility- Wide Condition No. 7 (Section II).}

D.4. *(a) The owner or operator shall keep copies of all records required by this section, except for the record required by paragraph* (b) *of this section, for at least 2 years. The record required by paragraph* (b) *of this section will be kept for the life of the source.*

(b) *The owner or operator of each storage vessel shall keep readily accessible records showing the dimension of the storage vessel and an analysis showing the capacity of the storage vessel.*

(c) The owner or operator of each storage vessel either with a design capacity greater than or equal to 151 m 3 storing a liquid with a maximum true vapor pressure greater than or equal to 3.5 kPa or with a design capacity greater than or equal to 75 m 3 but less than 151 m 3 storing a liquid with a maximum true vapor pressure greater than or equal to 15.0 kPa shall maintain a record of the VOL stored, the period of storage, and the maximum true vapor pressure of that VOL during the respective storage period.

(d) The owner or operator of each storage vessel either with a design capacity greater than or equal to 151 m 3 storing a liquid with a maximum true vapor pressure that is normally less than 5.2 kPa or with a design capacity greater than or equal to 75 m 3 but less than 151 m 3 storing a liquid with a maximum true vapor pressure that is normally less than 27.6 kPa shall notify the Administrator within 30 days when the maximum true vapor pressure of the liquid exceeds the respective maximum true vapor pressure values for each volume range."

Documentation of the annual inspections is kept on file at the terminal for a two year period. (See Attachment M for form)

In accordance with Specific Condition No. A.6.**,** the terminal will record the following information on each tank addressed under this section:

Date of construction
Material storage capacity
Type of material stored

The information listed above must be kept for the life of each storage tank

The following record will be maintained on each storage tank:

Product stored
Period of storage
Maximum true vapor pressure of the material stored during the respective storage period

Documentation of the above are kept on file at the terminal for a two year period.

Section V: Fugitive Emissions

If not previously addressed under other operations, fugitive emissions are addressed under the facility wide conditions of the permit. (Emission Unit No.: 004)

Specific Conditions Nos: 2., 3. 5 and 9 cover fugitive emissions, in general, at the facility. The conditions read as follows:

*"**2.** General Pollutant Emission Limiting Standards. Objectionable Odor Prohibited.* ***The permittee shall not cause, suffer, allow, or permit the discharge of air pollutants that cause or contribute to an objectionable odor.*** *If the Department determines the facility is emitting objectionable odor, the pemzittee shall submit an odor remediation plan within 45 days of receipt of written notification from the Department. The plan shall include, but not be limited to, dispersion modeling analysis, strategies to reduce odorous chemicals utilization, and modification of operating cycles, operating methods and/or plant exhaust systems.*
[Rule 62-296.320(2), F.A.C. and Permit 0330140-001-AC] "

"3. *General Particulate Emission Limiting Standards. General Visible Emissions Standard. Except for emissions units that are subject to a particulate matter or opacity limit set forth or established by rule and rejected by conditions in this permit, no person shall cause, let, permit, suffer or allow to be discharged into the atmosphere the emissions of air pollutants from any activity, the density of which is equal to or greater than that designated as Number 1 on the Ringelmann Chart (20 percent opacity). EPA Method 9 is the method of compliance pursuant to Chapter 62-297, F.A.C.*
[Rules 62-296.320(4)(b))1. & 4., F.A.C.] "

*"**5.** General Pollutant Emission Limiting Standards. Volatile Organic Compounds (VOC) Emissions or Organic Solvents (OS) Emissions. The permittee shall allow no person to store, pump, handle, process, load, unload or use in any process or installation, volatile organic compounds (VOC) or organic solvents (OS) without applying known and existing vapor emission control devices or systems deemed necessary and ordered by the Department.* ***All tanks, vats, containers, etc., that are used for temporary and permanent storage of VOC/organic substances shall be covered to prevent vaporization of VOC when not in use. All equipment, pipes, hoses, lids, fittings, etc., shall be operated/maintained in such a manner as to minimize leaks, fugitive emissions and spills of VOC materials. (Not Federally Enforceable)*** *If the Department has reason to believe the facility's control devices (internal floating roofs and vapor combustion unit) are not functioning properly, the permittee shall submit a control device evaluation plan within 45 days of receipt of notification from the Department. The evaluation plan shall included, but not be limited to, a thorough review of the control devices effectiveness/functionality, any problems found during this review, subsequent corrective action conducted, and future strategies to prevent such problems from reoccurring. [Rule 62-296.320(1)(a), F.A.C. and Permit 0330140-001 -AC] "*

*"**9.** Reasonable precautions to prevent emissions of unconfined particulate matter at this facility include: existing good housekeeping practices such as periodic sweeping and/or vacuuming of work areas, driveways and parking lots and application of dust suppressants as needed.*
[Rule 62-296.320(4)(c)2.,F .A.C. and Permit 0330140-001-AC] "

Potential sources of routine fugitive VOC would include:

Fugitive leaks from valves, flanges and fittings. Experienced personnel perform monthly leak checks throughout the terminal. These leak checks are addressed under the truck loading rack section, the barge unloading section, and the VCU sections. All piping, flanges, valves and pumps in the terminal will be checked for leaks in accordance with the permit. (See Attachment K for form). Records are maintained on site.

Objectionable Odors: TPSI will work with FDEP to resolve any documented cases of objectionable odor at the terminal.

Potential sources of unconfined particulate matter would include:

Sand blasting/painting activities. Good management practices will be used including the use of tarps to minimize unconfined particulate. Sand blasting will be curtained or halted during periods of excessive wind. The blasting nozzle's water spray ring will be utilized. Paint will be rolled not sprayed. TPSI will watch the process closely and work with FDEP to resolve any problems.

Truck traffic: Emissions of particulate matter from truck traffic is minimized by keeping the truck speed inside the terminal as slow as possible.

Records

Records of monitoring, inspections and maintenance data required by the operating permit are stored in the main office of the terminal and are kept on file for a two year period. Records will be made available to FDEP upon request.

The following documents are kept on file:

Copy of the current operating permit

Copy of the O&M Plan

Records of daily, weekly, quarterly, semi-annual and annual inspections, which include records of malfunctions, corrective actions taken and maintenance records on the VCU

Records of semi-annual periodic maintenance on the VCU preformed by Zink

Records of malfunctions and corrective actions taken

Results of the last compliance test on the VCU

Loading Rack Throughputs

Periodic Plan Review

The O&M Plan is reviewed at least annually. The review includes an evaluation of the effectiveness of the plan and incorporates changes necessary for the plan to be continuously administrated.

The Plan shall be updated as operations or regulations change but no less frequently than upon renewal of the operation permit. FDEP will be notified of any significant changes to the O&M Plan. The Plan will be revised when operational procedures change and when alterations/modifications are made at the terminal. TPSI will periodically review and revise the Plan, as appropriate, to ensure overall terminal performance.

Abnormal Events

In the event the terminal is temporarily unable to comply with any of the conditions of the operating permit due to equipment breakdown/malfunction, destruction by hazard of fire, wind or other cause, FDEP will be notified.

Notification shall be made in person, by telephone, or by other means within 24 hours of any breakdown or malfunction to the Pensacola office of FDEP. Phone number (850) 595-8364, extension 1220, day or night.

A written report of any noncompliance referenced above shall be submitted to the FDEP Pensacola office (160 Governmental Center, Pensacola, FL 32502) within 30 days of the occurrence. The report shall describe the nature and cause of the breakdown or malfunction, steps taken or planned to be taken to correct the problem and prevent it's reoccurrence, emergency procedures in use pending correction of the problem and the time when the facility will again be operation in accordance with the permit.

If an emergency arises or there is any condition, which prevents the continued operation of the emissions control components or results in non-compliance with applicable regulations, the operator will:

Stop terminal operations immediately

Notify the main office

Ensure that the emission control components are in good working order before resuming terminal operation.

List of Attachments

Attachment A:	Callidus Truck Terminal Combustor - Basic Operational Theory
Attachment B:	VCU "Design Specifications"
Attachment C:	VCU "Start-up Checklist"
Attachment D:	VCU "Daily Control System Operating Instructions"
Attachment E:	Monarch Instruments Data Logger (Revised January 20,2005)
Attachment F:	Vapor Combustion Unit Automatic Start-Up Checklist
Attachment G:	Vapor Combustion Unit Daily/Weekly Inspection Log (Revised January 20,2005)
Attachment H:	Vapor Combustion Unit Monthly/Quarterly Inspection Log
Attachment I:	John Zink contract
Attachment J:	VCU Monthly Leak Check Form
Attachment K:	Loading Rack Monthly Inspection Form / Storage Tank Annual Inspection Form

Attachment A

Callidus Truck Terminal Combustor with Flame Stability Control - Basic Operational Theory

Dated September 2, 2004

CALLIDUS TECHNOLOGIES, L.L.C.

The Environmental & Combustion Experts.

September 2, 2004

Sumner Adams
Radcliff-Economy Services
Mobile, AL

SUBJECT: Callidus Truck Terminal Combustor with Flame Stability Control - Basic Operational Theory

Dear Mr. Adams,

In response to your inquiry regarding basic operational theory of the modified combustor, please refer to the following:

Combustion of vapors displaced during tanker truck loading presents several problematic situations where emissions efficiency is concerned.

Due to normal terminal operational conditions, the process conditions to which a truck terminal combustor must react consists of rapid step changes in vapor composition and flow rates as pumps are turned on and off and vapors from various products are sent to the combustor. In order to maintain stable combustion, the necessary factor in minimizing emissions, several control devices are used.

The Callidus Flame Stability Control system is an emissions control scheme utilizing an ultraviolet (UV) scanner sighted on the main vapor combustor flame and monitoring flame stability to ensure complete combustion.

The Callidus Truck Terminal Combustor at Mocar Oil in Pensacola, Florida monitors flame stability. Rather than measure a related process variable (temperature), the Flame Stability Control system concentrates on the specific variable most directly related to low emissions performance of the combustion process (flame stability). By directly monitoring the combustion process via a UV flame scanner, the Flame Stability Control system controls auxiliary fuel injection into the inlet vapor stream based only on stability of combustion. If the UV flame scanner detects a stable main flame, no auxiliary fuel is introduced to the unit. If the UV flame scanner detects any flame instability, auxiliary fuel is injected for a period associated with the time required to clear one volume of the inlet vapor line. Once this prescribed period has passed, the auxiliary fuel is shut off. The process is repeated on a continuous basis to maintain stable combustion. Through employment of this control scheme, high destruction removal efficiency (DRE) is

achieved with low auxiliary fuel combustion, and lower NOx emissions than temperature controlled vapor combustors. Through use of this system, it is no longer practical or necessary to maintain any prescribed combustor temperature. Proof of compliance is monitored and recorded in the PLC control system and the data logger.

The Callidus Flame Stability Control system directly monitors the specific process variable of interest – combustion stability – rather than the indirect variable of stack temperature. This enrichment gas control scheme has shown reductions in fuel gas usage (and therefore total stack products) by an average of 50%. In addition to savings on fuel gas, lower temperature operation reduces NOx levels by at least 30% and sometimes as much as 80%. Because of directly monitoring the flame, lower operation temperatures can be achieved with no adverse affects on CO production. Destruction efficiencies for this type of system are high, resulting in hydrocarbon emissions of 10 mg/L or less.

Added benefits include increased resistance to system upset due to swiftly changing inlet conditions. As a result, the potential for smoke and visible flame are significantly reduced, and in most cases completely eliminated.

If you have further questions or require additional information, please let me know.

Best regards,

Eric Eggers
Manager, Vapor Control
Callidus Technologies LLC

Attachment B

VCU "Design Specifications"

Dated July 2004: Section 3, Rev. 2

3. DESIGN SPECIFICATIONS

3. DESIGN SPECIFICATIONS

DESIGN BASIS

Maximum loading rate	1350 gpm
Maximum waste gas flow rate	180 SCFM
Vapor stream composition:	
Hydrocarbons	41.9%
Air and inerts	58.1%
Max. LHV	1460 Btu/scfm
Maximum Heat Release	15.8 MM Btu/hr
Inlet Pressure to Flare	12" WC (approx.)

FLUE GAS

Operating Temperature, °F	Ambient - 2000
High Temperature Shutdown, °F	2000
Low Temperature Alarm, °F	N/A

SITE CONDITIONS

Design Wind Speed	100 mph standard design
Site Elevation	Sea Level
Electrical Area Classification	Outdoor unclassified

Attachment C

VCU "Start-up Checklist"

Updated July 2004: Section 4, Rev. 1

4. START-UP CHECKLIST

1. Verify equipment has been installed in accordance with project drawings.

2. Verify that fuel gas to the burner assembly has been blown clear of installation debris prior to final connections. Verify that these lines have been properly connected to the burner assembly and pipe rack.

3. Verify that 460 VAC power and 120 VAC power is connected from service disconnect to pipe rack and that all field wiring is complete. (Reference Drawing DG-6654-707)

4. Verify that 460 VAC power is connected to air blower through Callidus supplied motor starter.

5. Verify that all instrumentation block valves are open and that all instrument bleed valves are closed. (Reference Drawing DG-6654-100)

6. Verify that blower is operating in the correct rotation by jogging.

7. Verify that all 120 VAC power and low voltage signal wires are connected between devices field mounted on the combustor and the control panel per drawing G-6654-707.

8. Test all panel lights for burned bulbs.

When all manual block and bleed valves have been placed in their operating positions, the system is ready for start-up.

9. Before putting customer's disconnect into the "ON" position ensure:

9.1 "Panel Power" selector switch is "OFF".

9.2 "Unit Control" selector switch is "OFF".

9.3 "Assist Blower" selector switch is "OFF".

10. Ensure all circuit breakers inside of PNL-101 are in the "ON" position.

11. Put customer's disconnect Service Switch in the "ON" position.

NOTE: More startup/run information is provided in Section V of this manual.

Attachment D

VCU "Daily Control System Operating Instructions"

Updated July 26. 2004: Section 5, Rev. 4

5. DAILY CONTROL SYSTEM OPERATING INSTRUCTIONS

Reference Drawings: G-6654, 701 through 707
and
Instrument Specification Sheets

1. Before putting customer's disconnect into the "ON" position ensure:

   1.1 "Panel Power" selector switch is "OFF".

   1.2 "Unit Control" selector switch is "OFF".

   1.3 "Assist Blower" selector switch is "OFF".

2. Ensure all circuit breakers inside of PNL-101 are in the "ON" position.

3. Put customer's disconnect Service Switch in the "ON" position.

4. Turn "Panel Power" selector switch to the "ON" position.

   4.1 "Power ON" light will illuminate.

   NOTE: In the PLC logic, a power on timer (TMR-1) is used to allow the total system, including the area hydrocarbon monitor, to power up before starting the process control of the system. The process control will begin 5 seconds after power is restored to the processor.

   4.2 After this timer has elapsed press the alarm acknowledge then the alarm reset to clear any transient start-up alarms.

5. Press the "Lamp Test" button to confirm all pilot lights and alarm panels are in working order.

6. Ensure the "Emergency Shutdown" push-button is in the normal position and that CR28 is energized. (NOTE: If the capability of having a remote ESD is not used then a jumper must be installed between terminal blocks 28 L3 & E28.)

7. Ensure that Natural Gas is supplied to the Fuel Gas Rack. Open main gas block valve VBA-1 (1"). Open all VBA-3's instrument block valves to the process. Ensure all VBA-3 instrument bleed valves are closed.

8. Open pilot gas block valve VBA-2.

9. Select pilot "Normal" for the pilot to cycle on and off with combustor or "Stand-By" to have the pilot stay on continuously. This latter mode negates the need to purge before starting a loading sequence.

10. Turn the "Assist Air Blower" selector switch to the " Automatic" position.

11. The system is set-up to operate automatically either locally (from PNL-101 panel front) or remotely on a remote start command. This selection is made by placing the "Unit Control" selector switch in either the "Local" or "Remote" position.

NOTE: If, during the Start-Up Sequence, the operator wishes to terminate operations, either turn the "Unit Control" selector switch to "Off" or depress the "Emergency Shutdown" pushbutton.

A) When the "Unit Control" selector switch is switched to the "Local" position the unit will begin an automatic Start-Up sequence. If, during the Start-Up Sequence, the operator wishes to terminate operations, turn the "Unit Control" selector switch to the "Off" position. During the automatic Start-up Sequence the purge cycle occurs first, and will start when the correct permissives are satisfied.

B) When the "Unit Control" selector switch is in the "Remote" position and the permissives are made, start-up occurs as stated above whenever the remote start contact is closed. If, during the Start-Up Sequence, the operator wishes to terminate the operation, turn the "Unit Control" selector switch to the "OFF" position.

NOTE: When the remote start contact is removed the unit will continue to run for (2 ½) 5 or 30 minutes, depending on the position of the unit shutdown delay switch.

C) Pressing the "Emergency Shutdown Switch" will immediately shutoff the system.

11.1 Permissives for Purge are:

a) Assist Air Blower running (PSLL-101) and its inlet damper is open. (TCV-103/ZSO-103)
b) Valve FV-301 closed. (ZSC-301)
c) Fuel Gas pressures within limits. (PSHH-200, PSL-200) (Operating pressure 10 to 15 psig)
d) Stack temperature is not high. (TSHH-101 < 2000 deg. F)
e) Detonation Arrestor temperature is not high. (TSHH-300 < 300 deg F)
f) Area hydrocarbon detectors AIT-100 & AIT-101 are satisfied. (Reading < than 30% of scale)
g) No flame is sensed. (BS-102)

12. While the combustor purge cycle is executed:

12.1 Verify the Assist Air Blower is running.

12.2 Verify "Purging" light is illuminated.

12.3 Verify Assist Air Blower Inlet Damper TCV-103 is fully open.

13. Once the purge timer in the PLC software has timed-out, the "Purge Complete" light will illuminate, the "Purging" light will be extinguished, and the Assist Air Blower will go to a minimum closed position. The pilot is now ready for ignition.

14. Ignition Cycle

    14.1 The Pilot Gas Valve FV-201 will open.

    14.2 Spark Ignitor (IT-100) will pulse.

    The ignition timer in the PLC software begins to time. The ignition cycle time is 30 seconds. During those 30 seconds, the Ignitor will pulse with a pulse duration of 1/2 second. There is a rest cycle of 2 1/2 seconds between each 1/2 second pulse to allow a fresh change of fuel and air to reach the ignition source. If the pilot fails to light after the above (purge / ignition) sequence takes place 5 consecutive times, FV-201 will be de-energized (closed) and the "Flame Failure" light will be illuminated. The system must be re-purged before additional ignition cycles can occur. (See system reset, paragraph 22).

15. Once Flame Scanner BE-102 senses a flame the following responses will occur:

    15.1 The "Flame Proven" light will illuminate.

    15.2 The "Flame Failure BA-102" light will be extinguished.

    15.3 Combustor Fuel Assist Gas Block Valve FV-100 will open.

16. Once the combustor pilot is lit. Relay CR-176 activates. This closes a set of contacts interlocked into the "permissive to load" signal at the rack.

17. The Vapor valve FV-301 stages open when the vapor pressure generated by the loading reaches 0.5" w.c. and closes when

the pressure drops below 0.2" w.c. The pressure staging point is measured by PT-301. First Stage "ON" light will illuminate when valve FV-301 is open.

When the vapor valve FV-301 is opened the main flame scanner BE-202 is released to monitor flame. If there is no flame present, solenoid valve FV-100 will be energized open so that natural gas will flow to the burner to assist in creating a flame. After 15 seconds solenoid valve FV-100 will be de-energized closed. As long as the vapor valve FV-301 is open this cycle will continue. If at any time solenoid valve FV-100 is energized, the green "Assist Gas On" indicating light will be illuminated. If at any time BE-202 does not view a flame, the green "Main Flame" light will not be illuminated.

17.1 Air dampers TCV-103 will be modulating to operate with pressure as the vapor pressure increases the damper will open as the pressure decreases the damper will close.

17.2 At 2000°F, the "Combustor Temp. High-High" light will be illuminated and the combustor will be shut down.

18. If, during the attempt to ignite the combustor, there is a flame failure, the combustor Flame Failure Counter in the PLC will allow the unit to attempt ignition 5 times. In the event a combustor flame is not proven after 5 attempts, the automatic mode will be locked-out and the system will have to be reset by the operator. This is accomplished by momentarily turning the 3-position "Unit Control" switch in the "OFF" position and then returning it to either the "Local" or "Remote" position.

19. There are 2 sets of dry contacts provided for customer use:

19.1 "Alarm" contacts which change state when there is a unit trouble alarm condition.

19.2 "Flare Ready" contacts which change state when the unit reaches operating temperature.

20. There is a pilot standby switch on the control panel to allow the pilot to remain on continually so long as the operational permissives are satisfied. This feature will shorten the time for warm-up by eliminating the purge.

21. Shutdown alarms are displayed on the control panel's light box, with the "first-out" alarm flashing; therefore, the reason for a shutdown is readily detectable.

22. The event recorder REC-100 will constantly monitor flame strength on BE-202 (0-50%) and vapor pressure on PT-301.

Attachment E

Monarch Instruments Data Logger

Attachment E

Monarch Instruments Data Logger

The data logger is a MONARCH Instrument, Data Chart 2000 Paperless Recorder.

A digital screen displays real time data.

The left side of the screen displays the "FLAME" reading. This value indicates the flame scanner reading in percent.

The right side of the screen displays the "VPR IN WC". This value indicates the vapor pressure in inches of water column (w.c.) of the vapor pressure generated by truck loading. Vapor value FV-301 opens when the vapor pressure reaches 0.5 inch w.c. and closes when the pressure drops below 0.2 inch w.c.

Two reports are generated by the data recorder.

The first report entitled "Flame" records the "date", "time", "vapor pressure in inches of water column (w.c.)", and "FLAME" scanner reading in percent. The recorder is set to record each of these readings every minute.

Sample format:

12 hour time	VPR IN WC ( )	FLAME ( )
8/18/04 9:48 AM	0.6708	30.462

The second report entitled "Alarm" records the "date", "time", "Point/Event", "Type" and "Value" readings.

The "Point/Event" relate to either the FLAME value or vapor value position

When the "Point/Event" value = 1, either the FLAME value is less than or equal to 10 or is above 10. Under this condition, the "Type" column records two options: "Low 1" = FLAME value less than or equal to 10 or "Clear" = Flame value above 10.

When the "Point/Event" value = "EVENT 1" either a "CLOSED" or "OPEN" value will appear in the "Type" column. "CLOSED" means the vapor value is closed. "OPEN" means the vapor value is open. The vapor value allows the vapors from the loading rack to enter the VCU.

Under the "Value" column, the FLAME reading is recorded.

Data is recorded in a continuous mode when an event occurs.

Sample format:

Date	Time	Point/Event	Type	Value
8/18/2004	9:49:18 AM	1	Low 1	9.903
8/18/2004	9:49:18 AM	1	Clear	10.491
8/18/2004	9:49:38 AM	1	Low 1	9.907
8/18/2004	9:49:38 AM	1	Clear	12.364
8/18/2004	9:49:58 AM	1	Low 1	9.976
8/18/2004	9:49:58 AM	1	Clear	11.059
8/18/2004	9:50:17 AM	1	Low 1	9.838
8/18/2004	9:50:18 AM	1	Clear	11.334
8/18/2004	9:50:57 AM	1	Low 1	9.934
8/18/2004	9:50:57 AM	1	Clear	12.116
8/18/2004	9:51:36 AM	1	Low 1	9.869
8/18/2004	9:51:36 AM	1	Clear	11.109
8/18/2004	9:51:55 AM	1	Low 1	9.8
8/18/2004	9:51:55 AM	1	Clear	12.055
8/18/2004	9:52:34 AM	1	Low 1	9.606
8/18/2004	9:52:35 AM	1	Clear	11.528
8/18/2004	9:52:53 AM	Event: 1	CLOSED	
8/18/2004	9:52:57 AM	1	Low 1	9.529
8/18/2004	9:54:51 AM	Event: 1	OPEN	
8/18/2004	9:54:51 AM	1	Clear	11.849
8/18/2004	9:55:11 AM	1	Low 1	9.96
8/18/2004	9:55:11 AM	1	Clear	11.811

The VCU is designed to supply assist gas when the vapor value is open and the flame reading is less than or equal to 10. If the flame value does not reach a value greater than 10 after the assist gas is supplied, the vapor value will close. Vapors from the loading rack will not be allowed to flow to the VCU until such time as all the permissive code settings are reached. (See the "Daily Control System Operating Instructions" – Attachment D.)

The data is recorded onto a 3 ½" floppy disk. The reports can be reviewed using Microsoft Excel.

The reports will be reviewed at least once per month. The reviews will consist of checking the reports for excessive time periods when the flame value is less than or equal to 10 and the vapor valve is open. Excessive time periods are greater than three seconds. Event changes normally occur within one second of each other.

If a report indicates that the VCU and/or data logger is not operating properly, steps will be taken to correct the problem as soon as possible. FDEP will be made aware of any major problems with the VCU and/or data logger in a timely manner.

The reports provide the FDEP reasonable assurance that the VCU is operating as designed and tested.

Attachment F

Vapor Combustion Unit

Automatic Start-Up Checklist

Updated November 2, 2004

PENSACOLA TERMINAL
VAPOR COMBUSTION UNIT
AUTOMACTIC START-UP CHECKLIST
(Updated Nov. 2, 2004)

Initiate Automatic Start-Up Sequence and Verify the Operation of the Following Component when the Purge Cycle is Executed:

- Verify the assist air blower is running, and its inlet damper is open.
- Verify the "PURGING" lamp is on.

Verify the Following During The Ignition Cycle:

- Verify the purge timer has timed-out, and the "PURGE COMPLETE" lamp is on, and the "PURGING" lamp is off.
- Verify the pilot gas valve opens.
- Verify the "PILOT FLAME PROVEN" lamp is on.

Verify Operation of the Waste Gas Vapor Value

- Verify air damper is operating with pressure transmitter PT-301

  (When pressure is low, damper will be in a more closed position. With high pressure the damper will be in a more open position.)

Attachment G

Vapor Combustion Unit Daily/Weekly Inspection Log

VAPOR COMBUSTION UNIT - DAILY/WEEKLY INSPECTION LOG

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Date:							
Time:							
Inspected By:							
Daily Inspections							
Visible Smoke? Y or N							
Visible Flame exiting VCU? Y or N							
Main flame lit & stable? Y or N							
Assist gas valve throttling? Y or N							
Quench air damper throttling? Y or N							
Burner inlet damper throttling? Y or N							
Data Logger Operating Properly? Y or N							
Weekly Inspections							
Note pilot line pressure (range approx. 7 – 12 psig)							

Maintenance Log: List any problems and/or maintenance done on the unit: Specify date and description of corrective actions, note date and time of VRU shutdown and how the unit was restarted: _____

_____

_____

_____

Note: Daily inspections to be made at least five days per week.

Revised January 20, 2005

Attachment H

Vapor Combustion Unit

Monthly/Quarterly Inspection Log

PENSACOLA TERMINAL
VAPOR COMBUSTION UNIT
QUARTERLY INSPECTION & MAINTENANCE LOG

YEAR:	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Assist Air Blower: Lubricate damper Frequency: Quarterly				
Pilot and ignition Assembly: Clean pilot line strainer Frequency: Quarterly				
Pilot and ignition Assembly: Check fuel line drains Pilot and ignition Assembly: Clean pilot line strainer Frequency: Quarterly				
Control Panel Lamps: Test lamps Pilot and ignition Assembly: Clean pilot line strainer Frequency: Quarterly				

Note date, time and operators signature for each inspection made. Note any problem and corrective actions taken.
Comments:

_____
_____
_____
_____

Attachment I

John Zink contract

PREVENTATIVE MAINTENANCE (PM) AGREEMENT (VCU/VRU/BIO-GAS DOMESTIC)

Purchase Order/Contract Number: 50407
Purchase Order/Contract Date: 8/14/02

Scheduled Starting Date of Services: 8/14/02
Scheduled Completion Date of Services: 8/13/03

"COMPANY": Mocar Oil a division of Radcliff
Address: 3100 Barrancas Av.
Pensacola, FL 32507
Billing Address: P.O. Box 3064
Mobile, AL 36652
Work Site Address: 3100 Barrancas Av.
Pensacola, FL 32507
Point of Contact: Sumner Adams or Larry Buxton
Phone: 251-433-0066 | 850-455-8669
Fax: 251-434-4239 | 850-456-3984 on site

"CONTRACTOR":
John Zink Company, LLC S.O. # 925479
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: John Wallace or Michael Aichele
Phone: 813-307-0030 or 918-234-1879
Fax: 918-234-1968
Equipment:
S.O. #: G-6654
Model #:
Manufacture: Chalidus

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be [redacted] annually or [redacted] per day, per unit. Rates for Call-Out Services: With this PM contract the standard rates in (a) and (b) of this paragraph will be discounted 25%. (a) Standard rate: [redacted] per person per full normal workday or fraction thereof. Overtime rates on normal workday: [redacted] per person per hour. (b) Weekend or holiday rate: [redacted] per person per full workday or fraction thereof. Overtime rates for weekend or holidays: [redacted] per person per hour. With regard to Call-Out Services, travel and per-diem expenses shall be paid at cost in addition to the above rates and payment shall be made on a portal to portal basis. Documents supporting the invoices shall only be furnished upon request. Payments due hereunder are not subject to any offsets with any other agreement, order, contract or business arrangement. Invoices shall be submitted upon completion of each service call. Payment of invoices shall be net 30

The price and rates do not include any taxes or government charges, other than those taxes paid by Contractor which are imposed on the Contractor's income or gross receipts and contributions or taxes for unemployment insurance, old age retirement benefits, pensions, annuities now or hereafter imposed by any country, state or political sub-division thereof, however measured.

WORKING HOURS

The normal working hours, consisting of work and travel time, shall be from 8:00 A.M. to 5:00 P.M. with one hour for lunch and such additional work breaks as may be required by applicable law. Normal workdays shall be Monday through Friday, except holidays recognized by Contractor. Overtime shall consist of work and travel time in excess of normal working hours. Travel time shall include both assignment travel and commuting travel. For the purposes of calculating travel charges, all equipment shall be assumed to be physically located at the Equipment Address specified or adjoining facilities.

SERVICES PROVIDED

Under the terms of this Agreement, the Contractor shall furnish (a) Preventative Maintenance (PM) for a: VCU ☒, VRU ☐, BioGas Flare ☐, or Other ☐ _____ on an: Annual ☐, Semi-Annual ☒, Quarterly ☐, Monthly ☐, Bi-Monthly ☐ basis. Each PM visit will consist of a 1 Day ☒ or a 2 Day ☐ site visit. (b) Call-Out Services requested by an authorized representative of the Company on an as-needed basis.

SERVICES PROVIDED BY CONTRACTOR HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND TERMS OF CONTRACT WHICH APPLY TO THE SALE OF EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE SERVICES DESCRIBED ABOVE SUBJECT TO THE TERMS STATED ABOVE AND ON THE REVERSE SIDE HEREOF.

In witness whereof, the parties to this Agreement have executed this Agreement effective as of the latest date stated below.

(Signature)
Company (print): Mocar Oil a division of Radcliff
Name (print): Sumner G. Adams
Title (print): Vice President
Date: 8/14/02

(Signature)
John Zink Company, LLC
Name (print): Michael Aichele
Title (print): Sales Manager - Vapor Service
Date: 8/14/02

PREVENTATIVE MAINTENANCE (PM) AGREEMENT (VCU/VRU/BIO-GAS DOMESTIC)

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ase Order/Contract Date: 8/14/02

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Address: 3100 Barrancas Av.
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Mobile, AL 36652
Work Site Address: 3100 Barrancas Av.
Pensacola, FL 32507
Point of Contact: Sumner Adams or Larry Buxton
Phone: 251-433-0066 | 850-458-6667
Fax: 251-434-4239 | 850-456-3984 on site

"CONTRACTOR": S.O. # 925479
John Zink Company, LLC
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: John Wallace or Michael Aichele
Phone: 813-307-0030 or 918-234-1879
Fax: 918-234-1968
Equipment:
S.O. #: G6654
Model #:
Manufacture: Callidus

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be [redacted] annually or [redacted] per day, per unit. **Rates for Call-Out Services:** With this PM contract the standard rates in (a) and (b) of this paragraph will be discounted 25%. (a) Standard rate [redacted] per person per full normal workday or fraction thereof. Overtime rates on normal workday: [redacted] per person per hour. (b) Weekend or holiday rate: [redacted] per person per full workday or fraction thereof. Overtime rates for weekend or holidays: [redacted] per person per hour. With regard to Call-Out Services, travel and per-diem expenses shall be paid at cost in addition to the above rates and payment shall be made on a portal to portal basis. Documents supporting the invoices shall only be furnished upon request. Payments due hereunder are not subject to any offsets with any other agreement, order, contract or business arrangement. Invoices shall be submitted upon completion of each service call. Payment of invoices shall be net 30 . The price and rates do not include any taxes or government charges, other than those taxes paid by Contractor which are imposed the Contractor's income or gross receipts and contributions or taxes for unemployment insurance, old age retirement benefits, pensions, annuities now or hereafter imposed by any country, state or political sub-division thereof, however measured.

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Name (print): Sumner G. Adams
Title (print): Vice President
Date: 8/14/02

(Signature) _____
John Zink Company, LLC
Name (print): Michael Aichele
Title (print): Sales Manager - Vapor Service
Date: 8/14/02

PREVENTATIVE MAINTENANCE (PM) AGREEMENT (VCU/VRU/BIO-GAS DOMESTIC)

Purchase Order/Contract Number 53907
Purchase Order/Contract Date: 7/16/03

Scheduled Starting Date of Services: 8/12/03
Scheduled Completion Date of Services: [illegible]

"COMPANY": Mocar Oil a division of Radcliff
Address: P.O. Box 3064
Mobile, AL 36652
Billing Address: P.O. Box 3064
Mobile, AL 36652
Work Site Address: 3100 Barrancas Ave
Pensacola, FL 32507
Point of Contact: Larry Buxton
Phone: 850-456-6669
Fax: 850-456-3984

"CONTRACTOR": (JZ S.O.#: 925479)
John Zink Company, LLC
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: Troy Levee or Michael Aichele
Phone: 407-973-7645 or 918-234-1879
Fax: 316-529-6403
Equipment:
S.O. #: G6654
Model #:
Manufacture: Callidus

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be [redacted] annually or [redacted] per day, per unit. **Rates for Call-Out Services:** With this PM contract the standard rates in (a) and (b) of this paragraph will be discounted 25%. (a) Standard rate: [redacted] per person per full normal workday or fraction thereof. Overtime rates on normal workday: [redacted] per person per hour. (b) Weekend or holiday rate: [redacted] per person per full work day or fraction thereof. Overtime rates for weekend or holidays: [redacted] per person per hour. With regard to Call-Out Services, travel and per-diem expenses shall be paid at cost in addition to the above rates and payment shall be made on a portal to portal basis. Documents supporting the invoices shall only be furnished upon request. Payments due hereunder are not subject to any offsets with any other agreement, order, contract or business arrangement. Invoices shall be submitted upon completion of each service call. Payment of invoices shall be net 30 days. The price and rates do not include any taxes or government charges, other than those taxes paid by Contractor which are imposed on the Contractor's income or gross receipts and contributions or taxes for unemployment insurance, old age retirement benefits, pensions, annuities now or hereafter imposed by any country, state or political sub-division thereof, however measured.

WORKING HOURS

The normal working hours, consisting of work and travel time, shall be from 8:00 A.M. to 5:00 P.M. with one hour for lunch and such additional work breaks as may be required by applicable law. Normal workdays shall be Monday through Friday, except holidays recognized by Contractor. Overtime shall consist of work and travel time in excess of normal working hours. Travel time shall include both assignment travel and commuting travel. For the purposes of calculating travel charges, all equipment shall be assumed to be physically located at the Equipment Address specified or adjoining facilities.

SERVICES PROVIDED

Under the terms of this Agreement, the Contractor shall furnish: (a) Preventative Maintenance (PM) Services for a VCU on a Semi-Annual basis. Each PM visit will consist of a One Day site visit. (b) Call-Out Services requested by an authorized representative of the Company on an as-needed basis.

SERVICES PROVIDED BY CONTRACTOR HEREUNDER DO NOT SERVE TO MODIFY, WAIVE OR OTHERWISE LIMIT OR EXPAND TERMS OF CONTRACT WHICH APPLY TO THE SALE OF EQUIPMENT UPON WHICH SERVICES ARE TO BE PERFORMED BY CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE SERVICES DESCRIBED ABOVE SUBJECT TO THE TERMS STATED ABOVE AND ON THE REVERSE SIDE HEREOF

In witness whereof, the parties to this Agreement have executed this Agreement effective as of the latest date stated below.

(Signature)
Company (print): Mocar Oil a division of Radcliff
Name (print): Sumner Adams
Title (print): Vice Pres
Date: 7/14/03

(Signature)
John Zink Company, LLC
Name (print): Michael J. Aichele
Title (print): Sales Manager - Vapor Service Group
Date:

NOTE: THIS CONTRACT CAN BE CANCELLED by either party with written notification TO THE OTHER PARTY!

PREVENTATIVE MAINTENANCE (PM) AGREEMENT (VCU/VRU/BIO-GAS DOMESTIC)

Purchase Order/Contract Number: 53907
Purchase Order/Contract Date: 7/16/03

Scheduled Starting Date of Services: 8/12/03
Scheduled Completion Date of Services: EVERGREEN

"COMPANY": Mocar Oil a division of Radcliff
Address: P.O. Box 3064
Mobile, AL 36652
Billing Address: P.O. Box 3064
Mobile, AL 36652
Work Site Address: 3100 Barrancas Ave
Pensacola, FL 32507
Point of Contact: Larry Buxton
Phone: 850-456-6669
Fax: 850-456-3984

"CONTRACTOR": (JZ S.O.#: 925479)
John Zink Company, LLC
11920 East Apache, Tulsa, Oklahoma 74116
Point of Contact: Troy Levee or Michael Aichele
Phone: 407-975-7645 or 918-234-1879
Fax: 316-528-6403
Equipment:
S.O. #: G6654
Model #:
Manufacture: Callidus

CALCULATION AND PAYMENT OF CHARGES

Price for Scheduled Preventative Maintenance (PM) Services: The rate, inclusive of travel expenses, shall be [redacted] annually or [redacted] per day, per unit. **Rates for Call-Out Services:** With this PM contract the standard rates in (a) and (b) of this paragraph will be discounted 25%. (a) Standard rate: [redacted] per person per full normal workday or fraction thereof. Overtime rates on normal workday: [redacted] per person per hour. (b) Weekend or holiday rate: [redacted] per person per full work day or fraction thereof. Overtime rates for weekend or holidays: [redacted] per person per hour. With regard to Call-Out Services, travel and per-diem expenses shall be paid at cost in addition to the above rates and payment shall be made on a portal to portal basis. Documents supporting the invoices shall only be furnished upon request. Payments due hereunder are not subject to any offsets with any other agreement, order, contract or business arrangement. Invoices shall be submitted upon completion of each service call. Payment of invoices shall be net 30 days. The price and rates do not include any taxes or government charges, other than those taxes paid by Contractor which are imposed on the Contractor's income or gross receipts and contributions or taxes for unemployment insurance, old age retirement benefits, pensions, annuities now or hereafter imposed by any country, state or political sub-division thereof, however measured.

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(Signature)
John Zink Company, LLC
Name (print): Michael J. Aichele
Title (print): Sales Manager Vapor Service Group
Date:

NOTE: THIS CONTRACT CAN BE CANCELLED BY EITHER PARTY WITH WRITTEN NOTIFICATION TO THE OTHER PARTY!

Attachment J

VCU Monthly Leak Check Form

TRANSMONTAIGNE
TERMINALING INC.

VAPOR CONTROL SYSTEM OUTAGE REPORT FORM

Facility Name: _____ If no shutdown or incident, check here
Month/Year: _____ and sign & date below. _____

SHUTDOWN/INCIDENT INFORMATION

Date: _____ Initial Report: _____
Time: _____ Final Report: _____

SPECIFICATION OF WHICH CONTROL THIS REPORT PERTAINS TO

_____

CAUSE

_____
_____
_____
_____
_____

EXPECTED RESTART DATE/TIME: _____

ACTIONS TAKEN TO MINIMIZE EXCESS EMISSIONS:

_____
_____
_____
_____
_____

ACTIONS TAKEN TO PREVENT RECURRENCE OF PROBLEM:

_____
_____
_____
_____
_____

ACTUAL DATE/TIME RETURNED TO SERVICE: _____

GASOLINE LOADED DURING SHUTDOWN:* _____ gallons

SIGNATURE: _____

DATE: _____

***Note: If the facility does not have a secondary back-up control, gasoline loading operations should be shut-down during primary vapor control unit outage.**

Attachment K

Loading Rack Monthly Inspection Form

TRANSMONTAIGNE TERMINALING INC.

FACILITY NAME: _____

LEAK INSPECTION FORM

	Leaks Discovered		Leak Determination Methods(s)				If Yes, location, nature(liquid or vapor) and severity of leak(s)
	YES	NO	Sight	Sound	Smell	Other	
Vapor Collection System (Vapor hose, piping, condensate tank, etc.)							
Vapor Processing System (Vapor combustion unit and piping)							
Loading Rack (Loading arms, pumps, couplers, meters, shut off and relief, valves, piping, etc.)							

Corrective Action: (Include the date each leak was repaired and reasons for any repair intervals in excess of 15 days)

_____

_____

_____

_____

Date Leak Repaired: _____

Name(s) of Inspector(s): _____ _____

Date of Inspection: _____

TRANSMONTAIGNE TERMINALING INC.

FACILITY NAME: _____

VISUAL FLOATING ROOF TANK INSPECTION FORM

(Through manholes and roof hatches on fixed roof)

INSPECTION DATE: _____ INSPECTED BY: _____

A complete inspection of cover, seals (including primary underneath roof), gaskets, slotted membranes, and sleeve seals, is required whenever the tank is emptied and degassed. Notify the ESOH department in this event.

QUESTION	TANK # _____	TANK # _____	TANK # _____	TANK # _____	TANK # _____
Are there visible holes tears, or other openings in the seal or any seal fabric of the primary or secondar area? (YES/NO)					
Are there any defects in the internal/external floating roof? (YES/NO) If yes, plese descibe below AND describe corrective action.					
Condition of primary seal?					
Condition of secondary seal?					
Gap width between secondary seal and tank wall?					
Slotted membrane(s) covering at least 90% of the area of the opening? (YES/NO)					
Are all covers, seals, or lids in the closed position except when the openings are in actual use? (YES/NO)					
Are all automatic bleeder vents and rim vents closed at all times except when the roof is floating off or landing on the roof leg? (YES/NO)					
Product stored?					

COMMENTS: _____