METROPOLITAN DADE COUNTY, FLORIDA

METRODADE

DERM

ENVIRONMENTAL RESOURCES MANAGEMENT
ENFORCEMENT SECTION
33 SOUTHWEST 2nd AVENUE
SUITE 1100
MIAMI, FLORIDA 33130-1540
(305) 372-6902

February 3, 1998

Richard D. Pluta, Director
Technical Services
Tarmac America, Inc.
1151 Azalea Garden Road
Norfolk, Virginia 23502

CERTIFIED MAIL NO. Z165003834
RETURNED RECEIPT REQUESTED

Re: Tarmac, Pennsuco Portland Cement Plant located at, near, or in the vicinity of 11000 N.W. 121 Way, Medley, Florida 33178.

Enclosed you will find an original Consent Agreement for the referenced facility which was executed on February 2, 1998. Be advised that the date of execution initiates specific time frames within the Agreement with which you must comply.

If you have any questions concerning the above please contact me at 372-6902.

Sincerely,

Sharon Crabtree
Code Enforcement Officer

cc: Jim Alves
Mike Unger

SC:ocv

cc: J. Reynolds, BAR
A. Linero, BAR

AGREEMENT

DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT
Complainant,

VS.

Tarmac America, Inc.
Respondent

THIS AGREEMENT, entered into by and between MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT (hereinafter referred to as DERM), and Tarmac America, Inc. (hereinafter referred to as Tarmac or Respondent) pursuant to Section 24-5(15)(c) Miami-Dade County Environmental Protection Ordinance, shall serve to redress the alleged violations of Section 24-55 of the Code of Miami-Dade County as set forth in a June 17, 1997 Notice of Violation and Orders for Corrective Action, concerning the site located at 11000 NW 121 Way, Medley, DADE County, Florida (Folio #30-2031-001-0030).

The DERM finds the following:

FINDINGS OF FACT

1. The DERM is an agency of Miami-Dade County, a political subdivision of the State of Florida which is empowered to control and prohibit pollution and protect the environment within Dade County pursuant to Article VIII, Section 6 of the Florida Constitution, the Dade County Home Rule Charter and

Section 403.182 of the Florida Statutes.

2. Tarmac is a Delaware corporation that has its principal place of business in Norfolk, Virginia. Tarmac owns and operates a portland cement manufacturing plant located in Dade County, Florida, under the authority of DEP permit no. AC 13-169901. Tarmac is currently doing business in the State of Florida and is a person within the meaning of section 403.031(5), Florida Statutes.

3. Tarmac's cement plant (Pennsuco Plant) in Dade County includes kiln # 2, a wet process, direct-fired cement kiln that originally was constructed in 1969. In wet process cement manufacture, a slurry of filtrate of crushed limerock containing between 20% and 40% moisture content is introduced into an inclined kiln for calcination into quicklime (calcium oxide) clinker by the application of high thermal energies. At Tarmac's kiln # 2, this thermal energy currently is provided primarily by the direct firing of crushed coal. Flow from the coal mill both conveys the crushed coal to the kiln and serves as the primary combustion air for the kiln.

4. On July 8, 1980 the United States Environmental Protection Agency (EPA) issued Final Determination PSD-FL-050 for proposed fuel conversions of the Pennsuco kilns 1,2 and 3 from natural gas to coal. Condition #8 of the Final Determination limited coal-fired NOx emissions from kiln # 2 to 118 lb/hr at the maximum operating rate or 4.73 lb/ton of clinker produced

at lesser operating rates. These limiting emission rates were proposed by Respondent to ensure validity of the exemption from further Prevention of Significant Deterioration (PSD) review (no net increase in emissions). The PSD permit and accompanying regulatory materials specifically contemplated the possibility, based on published emission rate information for large utility boilers and site-specific variables that could not be quantified in advance, that actual NOx emissions while firing coal could be higher than predicted. However, Tarmac produced published test data which reported that "emissions of NOx are less using coal than when using gas or oil as a fuel for cement kilns" due to the "characteristics of the flame". Also, the EPA concurred with Tarmac "that operating conditions can be found which will result in reduced emissions or at least no net increased emissions" when utilizing coal instead of gas.

5. The conversion to coal for kiln # 2 was deferred for several years, and that kiln was never converted under PSD-FL-050. On August 21, 1989 Respondent again submitted an application to the Florida Department of Environmental Regulation (FDER, now known as the Florida Department of Environmental Protection, DEP) to convert kiln # 2 to coal. In this application Respondent requested, based on NOx emission rate data associated with a dissimilar kiln, a maximum allowable NOx emission rate of 169.25 lbs/hr for kiln # 2.

6. On February 27, 1991 DEP issued Construction Permit No. AC 13-169901 (exhibit A attached) to convert kiln # 2 to coal firing. Specific Condition # 5 of said permit limited NOx emissions to 113.8 lbs/hr. Additionally Specific Condition # 12 in DEP permit no. AC 13-169901 required that after the commencement of operation while firing coal, Tarmac shall conduct NOx emissions tests every two months for up to one year. In the event that the required compliance testing resulted in NOx emissions in the range of 113.8 lbs/hr to 169.3 lbs/hr, Specific Condition #12 of said permit provided Tarmac with the opportunity to request DEP to re-evaluate BACT and consider adjustment of the NOx emissions limitations upward from 113.8 lbs/hr to a maximum of 169.3 lbs/hr. The permit stated that DEP would not initiate enforcement proceedings while evaluating an adjustment of the NOx limitation, provided Tarmac made reasonable efforts to limit air emissions.

7. Tarmac did not convert kiln # 2 to coal for an extended period of time after issuance of permit no. AC 13-169901 in 1991 due to reported variabilities in demand for cement and fuel prices. Accordingly, the performance tests were delayed until coal-firing actually commenced. On April 24, 1994 Respondent initiated the bi-monthly compliance testing for a one year period ending April 1995. By letter dated July 21, 1995, Tarmac provided DEP with data from six stack emission tests performed while firing coal in kiln # 2. NOx emissions

exceeded permittable levels at every testing event. Tarmac requested in its July 21, 1995 letter to DEP that the NOx limit be re-evaluated and, based on a statistical analysis of the test results, be adjusted to 445 lbs/hour. DEP's August 24, 1995 response stated that Tarmac's request was "not representative of BACT under PSD rules and that the NOx test results were beyond the range of values for re-evaluation, set by Tarmac."

8. Thereafter, there were several discussions and exchanges of correspondence through which Tarmac, attempted to initiate DEP re-evaluation of the NOx emission limitation. DEP declined to re-evaluate the NOx emission limitation and ultimately expressed its preference that Tarmac evaluate and then implement physical improvements that would result in continuous compliance with the original NOx emission projections (113.8 lbs/hr).

9. On May 28, 1996 Respondent's consulting firm submitted a plan for testing NOx emission levels using a modified coal burner nozzle installed on kiln # 2. Testing was to commence by early June 1996 and test data was to be submitted to DEP by early August 1996.

10. On October 16, 1996 DEP issued a letter to Respondent stating that DEP had not received NOx emissions testing data as stated in the May 28, 1996 letter. DEP requested that Tarmac provide

immediate assessment of the NOx emission using the modified burner nozzle. Resolution of the NOx emission violation was to be achieved by the end of 1996.

11. Resolution of the elevated NOx emissions issue was not achieved and pursuant to the FDEP/DERM air permitting delegation agreement, on April 14, 1997, FDEP referred the continuing NOx emissions violation at the subject site to DERM for follow-up enforcement action.

12. On June 17, 1997 DERM issued a Notice of Violation (NOV) and Orders for Corrective Action and Settlement for exceedances of permitted NOx emission rates. Said NOV ordered Respondent to submit a written plan detailing proposed corrective actions to ensure that the allowable limits for emissions are not exceeded.

13. Tarmac has reported that its analysis indicates that the level of NOx emissions demanded by DEP can be achieved at kiln #2 while firing coal only by developing alternatives that require very substantial expenditures, such as converting kiln # 2 to indirect firing (or other alternative technology), or modernizing its existing wet process system by converting it to employ dry process technology.

14. Tarmac has expressed a willingness to adopt whichever NOx emission reduction option is most cost-effective, taking into

consideration the age of the existing equipment and the degree of reduction in NOx and other criteria pollutant emissions achievable by each alternative. Due to the reported costs involved, the substantial preliminary engineering work required, as well as the need to design for the integration of new systems into existing operations, Tarmac has stated its need for additional time in which to select and implement its best alternative method. If no economically feasible alternative can be developed, Tarmac will cease operating kiln # 2 on coal.

15. Tarmac hereby consents to the terms of this Agreement without either admitting or denying the factual or legal allegations made by DERM in this Agreement or in the Notice of Violation and Orders for Corrective Action and Settlement; and

16. In an effort to insure continued protection of the health and safety of the public and the environment of Dade County and to insure compliance with Chapter 24, Miami-Dade County Environmental Protection Ordinance and to avoid time-consuming and costly litigation, the parties hereto stipulate and agree to the following, and it is ordered:

17. Upon execution of this Consent Agreement Respondent shall, on an interim basis, meet the NOx emission limit monthly average of 220 lbs/hr for kiln # 2 with 240 lbs/hr being the maximum limit on an instantaneous basis. This NOx emission limit shall

remain in effect until the applicable requirements set forth in paragraphs # 21, 22 or 23 of this Agreement are implemented. Respondent shall then meet NOx emission limitations for kiln # 2 as required.

18. In order to verify compliance with paragraph # 17 of this Agreement, Respondent shall install and have operational a continuous emission monitor on kiln #2 by June 1, 1998. Respondent shall obtain DERM concurrence of the system prior to installation. Until the aforementioned continuous emission monitoring system is operational, Respondent shall conduct monthly NOx emission verification testing. Additionally, beginning in July 1, 1998, respondent shall submit to DERM a written Nox emission monitoring report including the monthly Nox emissions chart from kiln #2. This report shall be due by the fifteenth of the month and shall contain the information obtained from the preceding month. The first report is due to DERM by July 15, 1998. Report submittals shall continue until the expiration of this Agreement in accordance with paragraph 38 of this Agreement.

19. On or before January 31, 1998, Respondent shall provide in writing to DERM its method for eliminating exceedances of the NOx emission limitations as stipulated in permit no. AC 13-169901 for kiln # 2. The method provided shall correspond with the applicable requirements set forth below in paragraphs 21, 22 or 23 of this Agreement.

20. If Respondent chooses to implement the requirements set forth in paragraph 22, Respondent shall submit applications by completing forms designated by agency regulations, signed by the appropriate company representative and sealed by a Florida registered professional engineer, with the appropriate fee, for the required air construction permits and/or permit modifications to the FDEP or Dade County DERM, as appropriate. Said application shall be submitted by February 15, 1998. Additional information requested by the appropriate agencies shall be provided by Respondent within fourteen (14) days of the date Respondent receives the request, unless the reviewing agency determines that additional time is necessary due to the scope of its request. If Respondent chooses to implement the requirements set forth in paragraph 23 of this Agreement, these same permitting procedures shall apply, except that the deadline for submitting the applications shall be June 30, 1998. In all cases Respondent shall diligently apply for and seek in a timely manner to obtain any other necessary approvals to perform the work within the same applicable timeframes stipulated above.

21. If Respondent relinquishes its authorization to burn coal in kiln # 2, it shall notify DEP and DERM in writing by January 31, 1998, that it surrenders permit no. AC 13-169901, and within 90 days thereafter shall cease utilizing coal, and operate kiln # 2 only on those fuels currently authorized

under DEP permit no. AO 13-238048 provided that emissions levels for NOx do not exceed the previously established RACT limitation and SO2 emissions do not exceed the current regulations.

22. Alternatively to the requirements set forth in paragraph # 21 of this Agreement, if kiln # 2 is converted to indirect firing or other DERM and DEP accepted technology that meets the NOx limits in permit no. AC 13-166901, construction shall be completed within 12 months after receiving the construction permit modifications referenced in paragraph #20, above, and any other required permits, and then Respondent shall meet the same BACT NOx emission limitations and all other emission limitations as set forth in construction permit NO. AC 13-169901.

23. Alternatively to the requirements set forth in paragraphs # 21 and # 22 of this Agreement, if the plant's manufacturing process is changed to dry process technology, construction shall be completed within 36 months after the required permits have been issued and then Respondent shall meet the permitted emission limitations.

24. Commencing at the next time at which such fees are due under DEP's regulations, Respondent shall pay to FDEP the Title V permitting fee for kiln # 2 NOx emissions based on the monthly interim average of 220 lbs/hr. This fee shall be effective

upon execution of this Consent Agreement and shall remain in effect until Respondent is in compliance with kiln # 2 permitted NOx emissions limitations.

SAFETY PRECAUTIONS

25. The Respondent shall maintain the subject site, during the pendency of this Agreement, in a manner which shall not pose a hazard or threat to the public at large or the environment and shall not cause a nuisance or sanitary nuisance as set forth in Chapter 24, Miami-Dade County Environmental Protection Ordinance.

VIOLATION OF REQUIREMENTS

26. This Agreement constitutes a lawful order of the Director of the Department of Environmental Resources Management and is enforceable in a civil or criminal court of competent jurisdiction pursuant to Chapter 24, Miami-Dade County Environmental Protection Ordinance. Violation of any requirement of the Agreement may result in enforcement action by DERM. Each violation of any of the terms and conditions of this Agreement by the Respondent shall constitute a separate offense.

SETTLEMENT COSTS

27. The Respondent hereby certifies that ~~he~~ it has the financial ability to comply with the terms and conditions stipulated herein and to comply with the payments specified in this Agreement.

28. DERM has determined, that due to DERM's Administrative costs incurred to bring the subject facility into compliance and other sums recoverable pursuant to Section 24-57(e) of the Miami-Dade County Code, an environmental remediation fee of $200,000.00 is appropriate. DERM will allow $50,000 (25%) of the required $200,000.00 environmental remediation fee to be used towards offsetting the costs of continuous emission monitoring equipment installation at kiln #2 (Pennsuco Plant). If for any reason Respondent fails to install the required continuous emission monitoring system Respondent shall pay DERM the full environmental remediation fee of $200,000.00. The Respondent shall within thirty (30) days of the effective date of this Agreement, submit to DERM a certified check in the amount of $150,000.00, for environmental remediation as set forth in Section 24-57(e) for the purpose of the enforcement of environmental laws in Dade County. The check shall be made payable to DERM and sent to the Department of Environmental Resources Management, c/o Sharon Crabtree, Suite 1100, 33 SW 2nd Avenue, Miami, Florida, 33130.

29. Except as otherwise provided under paragraph 33 below, in the event Respondent fails to submit, modify, implement, obtain, provide, operate, comply and or complete those items listed in paragraphs 17,18,19,20,21,22 or 23 (as applicable) herein, the Respondent shall pay DERM a civil penalty of one hundred dollars ($100.00) per day for each day of non-compliance and the Respondent shall be subject to enforcement action in a civil or criminal court of competent jurisdiction for such failure pursuant to the provisions set forth in Chapter 24, Miami-Dade County Environmental Protection Ordinance. Said payment shall be made by Respondent to DERM within ten (10) days of receipt of written notification and shall be sent to the Department of Environmental Resources Management, c/o Sharon Crabtree, at 33 S.W. 2nd Avenue, Miami, Florida 33130.

GENERAL PROVISIONS

30. Respondent shall allow authorized representatives of DERM access to the property at reasonable times for purposes of determining compliance with this Consent Agreement and the rules and regulations set forth in Chapter 24, Miami-Dade County Environmental Protection Ordinance.

31. The DERM expressly reserves the right to initiate appropriate legal action to prevent or prohibit the future violations of applicable statutes or the rules promulgated thereunder.

32. Entry into this Consent Agreement does not relieve Respondent of the responsibility to comply with applicable federal, state or local laws, regulations and ordinances.

33. If any event occurs which causes delay, or the reasonable likelihood of delay, in complying with the requirements or deadlines of this Agreement, Respondent shall have the burden of demonstrating to DERM, that the delay was, or will be, caused by circumstances beyond the control of Respondent. Upon occurrence of the event(s) causing delay, or upon becoming aware of a potential for delay, Respondent shall promptly notify DERM orally within twenty four (24) hours and shall, within five (5) days of oral notification to the DERM, notify DERM in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which Respondent intends to implement these measures. If DERM determines that the delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for as reasonable a period as may be determined based on such circumstances. Excessive Emissions pursuant to Florida Administrative Code (F.A.C.) 62-210.700 may be considered a reasonable delay in emissions compliance with this Agreement provided Respondent complies with the requirements of this paragraph. The Respondent shall adopt all reasonable measures necessary to avoid or minimize delay.

Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner shall constitute a waiver of Respondent's right to request an extension of time for compliance with the requirements or deadlines of this Agreement.

34. This Agreement shall neither be evidence of a violation of this Chapter or other environmental laws nor shall it be deemed to impose any limitation upon any investigation or action by DERM in the enforcement of Chapter 24, Miami-Dade County Environmental Protection Ordinance.

35. In consideration of the complete and timely performance by the Respondent of the obligations contained in the Agreement, DERM waives its rights to seek judicial imposition of damages or criminal or civil penalties for the matters alleged in this Agreement and the June 17, 1997 Notice of Violations and Orders for Correction Action.

36. This Agreement shall become effective upon the date of execution by the Director, Environmental Resources Management.

37. This Agreement shall expire upon written concurrence by The DERM, at such time as Respondent ceases to utilize coal in kiln #2 and has shown to be in compliance with paragraph 21 of this agreement or files with DEP and DERM a certificate of compliance documenting that it has commenced commercial

operation and has shown to be in compliance with the prescribed requirements of paragraphs 22 or 23.

STATE OF VIRGINIA
CITY OF NORFOLK

1-30-98
Date

John D. Carr, President
Tarmac America, Inc.

BEFORE ME, the undersigned authority, personally appeared JOHN D. CARR who after being duly sworn, deposes and says that he has read and agrees to the foregoing.

Sworn to and subscribed before me this 30th day of January, 1998 by JOHN D. CARR (name of affiant).

Personally Known ✓ or Produced Identification _____.
(Check one)

Type of Identification Produced: _____.

My Commission Expires August 31, 1999

Notary Public

2-2-98
Date

John W. Renfrow, P.E., Director
Environmental Resources Management

Witness

Witness

DERM
Complainant
VS.
Tarmac America, Inc.
Respondent

EXHIBIT A

Florida Department of Environmental Regulation

Twin Towers Office Bldg. • 2600 Blair Stone Road • Tallahassee, Florida 32399-2400

Lawton Chiles, Governor

Carol M. Browner, Secretary

PERMITTEE:
Tarmac Florida, Inc.
P. O. Box 2998
Hialeah, Florida 33012

Permit Number: AC 13-169901
PSD-FL-142
Expiration Date: June 30, 1992
County: Dade
Latitude/Longitude: 25°52'30"N
80°22'30"W
Project: Kiln No. 2 Coal Conversion

This permit is issued under the provisions of Chapter 403, Florida Statutes, and Florida Administrative Code Chapters 17-2 and 17-4. The above named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

For the conversion of kiln No. 2 to coal firing. The project will be located at the permittee's existing facility in Medley, Dade County, Florida. The UTM coordinates are Zone 17, 562.8 km East and 2861.7 km North.

The source shall be constructed in accordance with the permit application, plans, documents, amendments and drawings, except as otherwise noted in the General and Specific Conditions.

Attachments are listed below:

1. Application to construct received September 5, 1989.
2. DER's letter of incompleteness dated October 4, 1989.
3. EPA's letter dated October 18, 1989.
4. KBN's response (to incompleteness letter) dated November 13, 1989.
5. Dade County DERM's letter dated November 17, 1989.
6. EPA's letter dated December 13, 1989.
7. KBN's letter dated December 21, 1989.
8. KBN's letter dated January 15, 1990.
9. KBN's letter dated January 30, 1990.
10. EPA's letter dated March 20, 1990.
11. EPA's letter dated April 13, 1990.
12. Dade County DERM's letter dated April 30, 1990.
13. NPS's letter dated May 30, 1990.

GENERAL CONDITIONS:

6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit, as required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.

7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at a reasonable time, access to the premises, where the permitted activity is located or conducted to:

a. Have access to and copy any records that must be kept under the conditions of the permit;

b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.

Reasonable time may depend on the nature of the concern being investigated.

8. 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 provide the Department with the following information:

a. a description of and cause of non-compliance; and

b. the period of noncompliance, including 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.

GENERAL CONDITIONS:

b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

c. Records of monitoring information shall include:

- the date, exact place, and time of sampling or measurements;
- the person responsible for performing the sampling or measurements;
- the dates analyses were performed;
- the person responsible for performing the analyses;
- the analytical techniques or methods used; and
- the results of such analyses.

15. When requested by the Department, the permittee shall within a reasonable time furnish any information required by law which is needed to determine compliance with the permit. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

SPECIFIC CONDITIONS:

1. The construction and operation of the subject modification of kiln No. 2 shall be in accordance with the capacities and specifications stated in the application.

2. The maximum clinker production rate of kiln No. 2 shall not exceed 25 tons per hour and 197,100 tons per year. Kiln No. 2 shall operate only on coal firing for up to 7,884 hours per year at a maximum firing rate of 162.5 MMBtu per hour. The coal used for firing kiln No. 2 shall have a maximum sulfur content of 2.0 percent by weight, with the rolling 30-day average sulfur content not exceeding 1.75 percent by weight.

3. Sulfur dioxide emissions from kiln No. 2 shall not exceed 7.8 lbs/ton of clinker produced, 195.0 lbs/hr, 768.7 tons/yr.

SPECIFIC CONDITIONS:

of 5.86 to 8.25 lbs/hr (up to 0.33 lbs/ton clinker, 32.52 TPY), the Department, if requested by the permittee, shall re-evaluate BACT and consider upward adjustments of the emission limitations for the indicated constituents based on available data. During this testing and evaluation period, the permittee shall make reasonable efforts to limit air emissions, and the Department shall not initiate enforcement proceedings. Any upward adjustment of emission limitations pursuant to this paragraph shall be the subject of public notice in a local newspaper pursuant to Department rules. The Department's determination based on the data produced under this paragraph shall be a point of entry for purposes of Section 120.57, Florida Statutes.

13. The compliance tests shall be conducted within 30 days after operation on coal begins. The Department's Southeast District office and the Dade County Department of Environmental Resources Management (DCDERM) shall be notified in writing at least 15 days prior to source testing and at least 5 days prior to initial startup. Written reports of the tests shall be submitted to those offices within 45 days of test completion.

14. The permittee, for good cause, may request that this construction permit be extended. Such a request shall be submitted to the Bureau of Air Regulation prior to 60 days before the expiration of the permit (F.A.C. Rule 17-4.090).

15. An application for an operation permit must be submitted to the Department's Southeast District office and the DCDERM at least 90 days prior to the expiration date of this construction permit or within 45 days after completion of compliance testing, whichever occurs first. To properly apply for an operation permit, the applicant shall submit the appropriate application form, fee, certification that construction was completed noting any deviations from the conditions in the construction permit, and compliance test reports as required by this permit (F.A.C. Rule 17-4.220).

Issued this 25 day
of February, 1991

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL REGULATION

Carol M. Browner, Secretary