UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960
AUG 31 2007

Ms. Mary Jean Yon, Director
Division of Waste Management
Florida Department of Environmental Protection
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Dear Ms. Yon:

I am pleased to enclose with this letter a copy of the fully executed "Memorandum of Agreement between the United States Environmental Protection Agency, Region 4, and the State of Florida." We have retained the original.

This agreement memorializes the understanding between the Florida Department of Environmental Protection and EPA Region 4, with regard to the State management of underground storage tanks (USTs) in Florida. It acts in lieu of the stipulations and requirements that would otherwise be imposed on the State were it to apply for and receive federal grant assistance for UST management under Subtitle I of the Resource Conservation and Recovery Act. I appreciate the spirit of cooperation shown by your staff in the Bureau of Petroleum Storage Systems in negotiating this document.

I would welcome continued feedback on the effectiveness of the agreement from you and your staff over time. Please feel free to contact John Mason, Chief, Underground Storage Tank Section at (404) 562-8475, or me, if you have any questions.

Sincerely,

G. Alan Farmer
Director
RCRA Division

Enclosure

MEMORANDUM OF AGREEMENT

BETWEEN

THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 4

AND

THE STATE OF FLORIDA

I. GENERAL

This Memorandum of Agreement (Agreement) memorializes the relationship between of the United States Environmental Protection Agency, Region 4 (EPA) and the Florida Department of Environmental Protection (FDEP), with reference to the State of Florida's Petroleum cleanup and discharge prevention program, which is administered by FDEP and receives no federal funding. EPA acknowledges that FDEP also regulates underground storage tanks (USTs) which store CERCLA Hazardous Substances and those tanks are included within the scope of this agreement.

The State also administers an Above Ground Storage Tank (AST) program, which is not relevant to this Agreement. EPA acknowledges that since Florida's petroleum cleanup and discharge prevention program does not differentiate between UST's and AST's at the discharge level, it can be difficult for FDEP to provide accurate UST discharge reporting information to EPA.

This agreement is not legally binding on EPA or FDEP. Nothing in this Agreement shall be construed to restrict in any way EPA's authority under Subtitle I of RCRA. Nothing in this Agreement shall be construed to contravene any provisions of 40 C.F.R. Part 280.

II. POLICY STATEMENT

EPA and FDEP agree to maintain a high level of cooperation and coordination between their respective program staff.

EPA will continue to stay abreast of developments in Florida's petroleum cleanup and discharge prevention program so that EPA may effectively report to the President, Congress, and the public on UST regulatory achievements in Florida. Toward this end, EPA will review program activity reports provided by FDEP, participate in FDEP's Tank Conferences, attend periodic meetings with FDEP's petroleum cleanup and discharge prevention program, and coordinate with FDEP to address public UST concerns in Florida that have been directed to EPA.

Each of the parties to this Agreement is responsible for ensuring that its obligations under this Agreement are met.

III. EPA'S REVIEW OF STATE PROGRAM

EPA will review Florida's petroleum cleanup and discharge prevention program on a continuing basis for the purpose of keeping abreast of new developments in Florida's program. EPA will accomplish this by reviewing information submitted by FDEP in accordance with this Agreement, and by reviewing information gained during periodic meetings with FDEP. EPA may also accomplish this by reviewing written comments it may receive about Florida's program from the regulated community, the general public, and from federal and state agencies. Copies of any such comments received by EPA Region 4 will be provided to FDEP.

Under Florida's Public Records Law contained in Chapter 119 of the Florida Statutes, Florida will provide program information to EPA or provide access to files with reasonable advance notice by EPA. FDEP and EPA will meet at least once annually at mutually agreed upon times with reasonable advance notice by either party.

IV. ENFORCEMENT

On joint efforts, EPA and FDEP agree to work together to determine desirable technical support and cleanup targets.

A. EPA RESPONSIBILITIES

EPA will give notice to FDEP before initiating an enforcement action or issuing a compliance order.

Nothing in this agreement shall restrict EPA's right to inspect any UST facility, or bring an enforcement action against any person or entity believed to be in violation of Subtitle I of RCRA, or the federal UST regulations found at 40 C.F.R. Part 280. EPA retains its right to issue orders and bring actions under Section 9003(h) or 9006 of Subtitle I of RCRA, and any other applicable federal statute.

B. STATE RESPONSIBILITIES

FDEP will retain records in accordance with Chapter 119, Florida Statutes, and will make them available upon request. Permanent records associated with site remediation activities are stored in electronic format in OCULUS which is located on the programs internet WEB page and which is available to the public. Storage tank facility inspection records from inspections performed after June, 2006, are also stored in OCULUS. Upon request from EPA, pre-2006 compliance inspection data is available in paper format.

V. INFORMATION SHARING

A. EPA RESPONSIBILITIES

EPA will inform FDEP about new federal statutes, regulations, guidelines, standards, policy decisions, directives, and any other federal documents that may affect federal UST enforcement. EPA will also provide FDEP with national reports developed by EPA using the data obtained from FDEP.

B. STATE RESPONSIBILITIES

FDEP agrees to keep EPA abreast of goals it establishes for Florida's petroleum cleanup and discharge prevention program. FDEP agrees to provide EPA with quarterly activity reports, consistent with EPA's UST reporting measures as contained in EPA's UST program guidance. EPA will provide FDEP with EPA's relevant UST program guidance.

FDEP will inform EPA of any proposed or adopted State changes that would affect FDEP's ability to implement the State's petroleum cleanup and discharge prevention program. Relevant program changes include, but are not limited to: modifications of FDEP's legal authorities (e.g. statutes, regulations, judicial decisions, and legislative actions affecting those authorities); funding modifications that could negatively affect FDEP's ability to implement the State's program; and modifications of relevant Memoranda of Agreement or Understanding with other agencies.

FDEP agrees to provide EPA with copies of reports on data resulting from any compliance inspection and enforcement actions, if EPA requests such copies.

C. NATIONAL DATA

Whenever EPA determines that it needs to obtain certain information for maintaining reliable national data on USTs in Florida, EPA will first seek to obtain this information from FDEP. The FDEP agrees to supply EPA with this information if readily available, and as resources allow. If FDEP is unable to provide this information, EPA may conduct a special survey or perform information collection site visits after notifying FDEP. EPA will share with FDEP any national reports developed by EPA as a result of such information collection.

D. CONFIDENTIALITY

Any information obtained or used in the administration of FDEP's petroleum cleanup and discharge prevention program will be available to EPA in accordance with Chapter 119, Florida Statutes.

VI. DOCUMENT REVIEW, MODIFICATION, AND DURATION

The Agreement may be modified upon the initiative of either party for purposes mutually agreed upon. Any revisions or modifications must be in writing and must be signed by the Director of the Resource Conservation and Recovery Act (RCRA) Division, EPA, R4, and the Director of the Division of Waste Management, FL Department of Environmental Protection.

This Agreement will remain in effect until terminated by either party. Termination may be effectuated by either party upon 60 day advance written notice to the other party.

VII. SCOPE OF DOCUMENT AND EFFECTIVE DATE

This Agreement is not intended, and may not be relied upon, to create any rights, substantive or procedural, enforceable by any third party in litigation with FDEP or EPA.

This agreement is entered into on behalf of EPA by Region 4's RCRA Division Director and on behalf of FDEP by the Director, Division of Waste Management. This Agreement will become effective on the date it is fully executed.

STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION

BY:

Mary Jean Yon, Director
Division of Waste Management

DATE: 7/10/07

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 4

BY:

G. Alan Farmer, Director
RCRA Division

DATE: 8/30/07