

**ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
COMMISSIONER'S BOARD ROOM
FEBRUARY 20, 1997
10 AM - 12 NOON**

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Any person who might wish to appeal any decision made by the Environmental Protection Commission regarding any matter considered at the forthcoming public hearing or meeting is hereby advised that they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made which will include the testimony and evidence upon which such appeal is to be based.

JULY 18, 1996 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Environmental Protection Commission (EPC) of Hillsborough County, Florida, met in Regular Meeting, scheduled for Thursday, July 18, 1996, at 10:00 a.m., in the Boardroom, County Center, Tampa, Florida.

The following members were present: Chairman Dottie Berger and Commissioners Phyllis Busansky (arrived at 10:14 a.m.), Joe Chillura, Chris Hart (arrived at 10:24 a.m.), Jim Norman, Ed Turanchik (arrived at 10:13 a.m.), and Sandra Wilson.

Chairman Berger called the meeting to order at 10:05 a.m. Commissioner Wilson gave the invocation following the pledge of allegiance to the flag.

Mr. Roger Stewart, Executive Director, Environmental Protection Commission, added off-the-agenda items as follows: 1) a settlement agreement worked out between the County Attorney, EPC Counsel, and a third party; 2) authority to sign and approve a Department of Environmental Protection (DEP) contract; and 3) an item of interest regarding an open house and deployment of the Ocean Survey Vessel (OSV) Peter W. Anderson by the Environmental Protection Agency (EPA) in the participation of EPC and National Estuary Program (NEP) in a study of Tampa Bay.

Commissioner Chillura moved the consent agenda, which was seconded by Commissioner Wilson, and carried four to zero. (Commissioners Busansky, Hart, and Turanchik had not arrived.)

CONSENT AGENDA

- Report of the Executive Director:
- Acceptance of Monthly Activity Reports
- Legal Department Monthly Reports
- Acceptance of Contributions to Pollution Recovery Fund
- Analysis of Gardinier Settlement Fund

DEPLOYMENT OF OSV ANDERSON BY EPA

Mr. Stewart explained the NEP had developed an interest in aerial deposition into water pollutants. Mr. Tony D'Aquila, Air Management Division, talked about the involvement between the EPC and NEP to study the impacts of atmospheric deposition of nitrogen in Tampa Bay waters. NEP had wanted the EPA to bring a research vessel to the area and monitor the deposition on the water. For about 1.5 years, a similar type sampling station would be run by EPC at the ambient monitoring station on Gandy Boulevard. A monitor would be used to measure atmospheric deposition for ozone and sulfur dioxide, while the OSV Anderson sampled for ammonia. An open house would be held July 25, 1996, 12:00 p.m. to 4:00 p.m., for the vessel, which was moored at the Florida Aquarium.

CITIZENS ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)

Mr. Russ Thomas, Suite 2600, One Tampa City Center, chairman, CEAC, reported that the Martin Brothers request for Pollution Recovery Funds (PRF) had been considered. CEAC unanimously voted to recommend that funds not be allocated for fencing, cleanup, or any portion of the PRF request. Safety issues were recognized and were important concerns, but after looking at the PRF and its stated purpose, the consensus was that the expenditures would not be appropriate. EPC Counsel Sara Fotopulos had distributed a copy of the PRF application and staff analysis.

Mr. Thomas also reported that CEAC addressed Wetlands Rule 1-11 on July 15 and held the second public hearing. Mr. Darrell Howton, Director, Wetlands Management, and Attorney Fotopulos had provided the recommended amendments to the rule. Since then, one CEAC member had also provided other recommended amendments to the rule. Another public hearing was scheduled in August to review the proposed amendments,

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and anyone wishing to propose amendments to the rule could do so. A motion had been made to approve an amendment to the rule, Section 1-11.07(4), circulated on April 19, 1996, which would give EPC discretion to defer certain jurisdictions to other agencies--the DEP or the Southwest Florida Water Management District (SWFWMD)--in unique circumstances. **Much debate had involved the existence of several groups looking at wetlands and how ecosystems were managed. The motion had failed five to nine. CEAC preferred to see what the recommendations would be from all the groups reviewing wetlands and ecosystems about how the wetlands should be managed and who should have jurisdiction.**

Commissioner Berger thanked Mr. Thomas for the work done by him and the committee regarding the rule changes and having public input.

COMMISSIONERS' REQUESTS

Modifications to Tree Ordinance

Commissioner Chillura recalled that County and EPC staffs had been asked to look at the possibility of amending the tree ordinance to reflect damages done to cypress heads from drawdown and whether that could be incorporated into the Land Development Code (LDC). **Attorney Fotopulos had drafted language that the County Attorney had not yet reviewed at the Board of County Commissioners (BOCC) level. Commissioner Chillura asked that Attorney Fotopulos review the language and that EPC send the language to the BOCC and its legal staff to determine if amending the LDC to protect endangered trees in the wetland areas would be appropriate.**

Attorney Fotopulos said the County Attorney's Office interpreted the ordinance as not covering any impact to trees occurring from drawdown, because it was an indirect cause relationship. A definition for tree removal was specifically covered by the ordinance; the words proposed by Attorney Fotopulos would expand that definition to allow for circumstances where the soils around a tree subsided because of dewatering or pumping in the area. Attorney Fotopulos suggested that the language be sent to the County Attorney's Office for review. Commissioner Turanchik asked if damage to wetlands in Hillsborough County caused by drawdowns was actionable by EPC. Attorney Fotopulos responded affirmatively and explained the difficulty was proving causation.

Commissioner Turanchik said 12 experts from Pinellas County had admitted that wellfield pumping damaged wetlands. He asked Attorney Fotopulos to look again at the issue to see if action could still be taken if impacts were pursuant to a valid permit, and, if so, who would action be taken against--the Water Management District, the people causing the impact, or both.

Commissioner Chillura moved to transmit the suggested language on the memo of Attorney Fotopulos, dated July 17, to the County Attorney with copies to Mr. Gene Boles, Director, Planning and Growth Management, and County Administrator Daniel A. Kleman and to ask for a response. The motion, which was seconded by Commissioner Norman, carried six to zero. (Commissioner Hart had not arrived.)

Lozano Building

Commissioner Chillura said that acquisition in lieu of leasing had been looked at over the years. The owner of the Lozano Building had been interested in selling the building to the County. A recent draft audit recommended that all the functions of EPC be under one roof. A historical building and a landmark in Ybor City, the building needed minimal restoration and should be in public ownership. Commissioner Chillura suggested looking at alternatives and looking at the Lozano Building in terms of what the County was paying for lease plus maintenance and comparing that to the debt service. Chairman Berger suggested delaying the item until the BOCC had its workshop on the audit.

Commissioner Chillura wanted staff to provide numbers that would look at the cost of acquisition of land in that

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district or area and the cost of a new building, to make a comparison between the existing building and the Lozano Building in terms of collapsing leases, and to look at the total debt coverage; it would be helpful if that information was available for the workshop. Chairman Berger was not sure Ybor City was the proper location for EPC. **Commissioner Chillura moved for staff to be prepared to discuss the existing building, with the comparison of owning and/or leasing the Lozano Building as one option; the second option was to do what the auditor said should be considered, which might not be affordable. The motion, which was seconded by Commissioner Norman, carried seven to zero.**

Martin Brothers Update

Attorney William Humphries III, 442 West Kennedy, represented Patricia and Bobby Martin, and presented an update on information requested at the EPC meeting of June 13. During the first half of 1988, when most of the destruction took place, Hillsborough County was aware of the violations that occurred and took no action to prohibit the actions of KBH, the contractor. So much destruction would not have occurred if action had been taken.

Commissioner Turanchik interjected and advised Attorney Humphries that he had received an opinion, late on June 17, from the County Attorney that the County was not responsible--it would be illegal for Hillsborough County government to spend money to remediate the problem. Copies of the opinion were provided to members, and Commissioner Turanchik suggested Attorney Humphries read the opinion.

Commissioner Norman said the opinion also stated that the County Commission determined a public purpose and, if a public purpose was determined, Article 7 would not be violated. A public purpose would be an existing safety problem that put citizens at risk. Commissioner Norman moved for a ten minute recess; instead, Chairman Berger suggested continuing the item to the end of the meeting. Commissioner Norman moved to continue the item. Attorney Humphries did not feel a recess was needed; the purpose was to discuss whether Hillsborough County was responsible, either for technical reasons or for safety reasons; in his opinion, Hillsborough County clearly had the responsibility, the right, and the power to issue funds.

After he recommended that Attorney Humphries read and interpret the opinion and return to work through the issue, Commissioner Norman moved that the item be last on the agenda. Commissioner Chillura pointed out that Attorney Humphries was before the EPC and that the opinion had gone to Commissioner Turanchik as County Commissioner; Attorney Humphries was present to discuss any interest in PRF, which the EPC could approve in its dealing with regulatory environmental issues, the PRF, and the Guardian Aide Trust Account. The EPC was getting into a discussion of what was dealt with at the BOCC level. Commissioner Hart seconded the motion, which carried seven to zero.

DEP CONTRACT

Mr. Stewart said the off-the-agenda item was an amendment to a contract with DEP that provided monies to EPC for services rendered. Some additional services had already been rendered, and DEP was reimbursing EPC for those services. Mr. Stewart requested approval to sign and accept the amendment to the existing contract. Chairman Berger said the contract would be extended approximately \$2,800. Commissioner Busansky moved approval, which was seconded by Commissioner Wilson, and carried seven to zero.

Chairman Berger welcomed Pasco County Commission chairman, Ed Collins, who, for his fellow commissioners, thanked the BOCC of Hillsborough County for its courageous efforts in trying to resolve the "water wars"; courage was required to change the status quo. Chairman Berger thanked Mr. Collins for Pasco County's support of Hillsborough County.

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CITIZENS WISHING TO APPEAR

To bring everyone up-to-date, Chairman Berger said the Hachems, who owned a 40-unit trailer park in Riverview, had been issued a consent order. No enforcement action had been taken to date; the consent order had not been signed, and the Hachems wanted the EPC to hear their concerns. The County was also involved in the issue because of a potential drainage problem; representatives were present.

Ms. Laurice Hachem represented Riverlawn Mobile Home Park in Riverview. She explained the park had a wastewater treatment plant to service about 45 homes and septic systems for other homes. Ms. Hachem gave a history of the effluent problem. Everyone believed the pond was not perking properly; therefore, the water should be pumped from the pond and the sludge cleaned from the bottom of the pond. Riverlawn Park moved forward with the pumping. When all the pumping had been done, EPC staff took photos of the pond and ditch and commented that the pond could not be leaching into the ditch on Stoner Road because the ditch was full of water and the pond was empty. Riverlawn Park had an engineer evaluate the situation. Stormwater runoff from the Alafia River basin area was determined to be the cause of the problem. The runoff filled the pond and created high levels. Riverlawn Park said that its pond was not leaching and was not in violation. A neighbor compounded the problem by filling his ditch with four feet of dirt because a washer belonging to a park resident was dumping soapy water in his ditch. EPC had conducted no tests and had no proof that the pond was leaching. A lab test result on water the Riverlawn Park had taken from the ditch was the only evidence anyone had presented.

Chairman Berger asked if EPC had looked at the analysis of the water. Ms. Hachem replied the report was faxed to EPC; the only test done by EPC was in October 1994 when an emergency overflow device--designed in 1970 before the EPC and regulations--was in the pond. Chairman Berger asked if EPC had taken action against the property owner who had blocked the drainage. Mr. Stewart replied in the affirmative--he later clarified that EPC had not taken action; neither EPC nor staff agreed with some representations made. EPC had attempted to work with the Hachems in every way possible and recognized that the system had certain deficiencies. Contrary to accepted standards, the "overflow" was an illegal top-off that enabled the pond to never overflow as the excess went through a pipe and into the ditch. Relative merits of the tests taken from the ditch had no bearing.

Mr. Les Eighmey, Director, Roadway and Maintenance Division, reported the problem had been identified and a plan made to remedy the problem. Permission was applied for and received from EPC to do the hand removal necessary to clean some portion of the ditch. A problem remained with the "illegal" fill, which essentially caused the stormwater problem. Mr. Eighmey explained the ditch was on private property and a right-of-entry permit was denied by the property owner. Prescriptive rights would be pursued over the ditch since stormwater had apparently dumped into the ditch for many years as direct outfall to the river. Eminent domain action would be pursued, if necessary. Responding to a question, Attorney Fotopulos said the issue would be whether the ditch was from County water, and, if so, the EPC could take jurisdiction over and prevent such action as filling.

Mr. Robert Upcavage, Environmental Supervisor, EPC, said the outfall occurred from a high elevation drop. The previous owner of the south property allegedly deposited ten cubic yards of fill in the ditch that was alleged to be from illegal pumping from the perk pond into the County stormwater ditch, which ultimately ran into the ditch in question. Illegal pumping was not specifically from the washing machine. A staff scientist investigated and incorrectly determined that it was not State waters, which was about the time that EPC adopted the State methodology for identification of wetlands and State waters. The ditch was incorrectly identified as a drainage ditch. Enforcement was deferred to the County through the Planning and Development Management Department that had officials look at and, subsequently, remove the fill plug. The issue arose again in early 1996 from a wetland perspective. Mr. Upcavage and a staff member looked at the area and determined that it was a jurisdictional wetland, but a review of the soils was consistent with a ten cubic yard plug being dropped in. It was the opinion of Mr. Upcavage that the soil was substantially removed; most of the fills associated with the 300-foot length would probably be associated with water-borne sediments and silt carried down-slope from the development

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uphill. The site could be further investigated. The current property owner felt he should be compensated if he were draining County stormwater through his property. Two concerns were as follow: 1) release of liability if any of the trees fell onto the trailer park property because of County work; and 2) compensation for routing stormwater through the property. EPC could accommodate Mr. Thornton as a reduction in property values was associated with wetlands determination, but EPC could not do anything about releasing liability.

Mr. Stewart said the sewage treatment system was deficient; EPC was working in every way to help; the usual fines or penalties had not been imposed, nor had the EPC engaged in hard-nosed enforcement to allow the owners to show the system could work. EPC was not convinced. The allegation of the ditch having any bearing of any consequence was an "allegation." Staff was prepared to debate and refute many statements heard from the appealing party. He recommended that staff continue to work with the applicant; EPC might wish to refer the ditch and drainage matter to the County drainage engineer. Mr. Stewart clarified that no action had been taken against the property owner who had blocked the drainage ditch.

Chairman Berger commented that a consent order had been presented to the Hachems that threatened a \$10,000 fine for each occurrence--\$500 per day. Mr. Stewart disagreed. Chairman Berger suggested that County staff work with the legal departments of EPC and the County to get the ditch flowing; the Hachems had spent more than \$100,000 trying to do what they thought would solve the problem. Mr. Stewart explained that a consent agreement, a mutually agreeable document, had been offered; an offer to delay negotiations for a consent agreement had been made.

Commissioner Norman moved that County staff and the County legal department work with the EPC legal department to put a moratorium on penalties, fines, and fees that might be placed upon the establishment and return in 30 days to see if all the problems had been solved, instead of taking enforcement action. The motion was seconded by Commissioner Busansky. Attorney Fotopulos said staff had tried to work with the responsible parties in a situation where staff had felt there was a violation, without going to enforcement. The consent order offered to the Hachems was to resolve the concerns and to keep it from being an enforcement case that would involve penalties. No penalties were asked for in the consent order; a penalty provision stipulated penalties if the Hachems did not do what was agreed in the consent order. Chairman Berger said the item would come back to the EPC next month; meanwhile, the County legal and drainage departments would work out the problem with the EPC legal department. The motion carried six to zero. (Commissioner Chillura was out of the room.)

LEGAL DEPARTMENT

Approve Settlement Agreement (Johnson v. Holmes)

Attorney Fotopulos explained the item would appear on the BOCC agenda, but because the case named both the EPC and BOCC as defendants, the EPC also needed to endorse the issue. Senior Assistant County Attorney Christine M. Beck recommended the settlement as being in the best interests of the County. **Commissioner Busansky moved approval, which was seconded by Commissioner Norman. Commissioner Hart asked if the County employee had any personal liability in addition to Hillsborough County owning the vehicle. Attorney Beck responded negatively; the employee was within the scope of his employment. The action was against the employer, EPC. Chairman Berger said the item would be before the BOCC on July 31. The motion carried six to zero. (Commissioner Chillura was out of the room.)**

Martin Brothers Update - Resumed

Attorney Humphries had read the opinion. Clearly, the BOCC sitting as the EPC had the right to engage in providing funds for a safety issue through the PRF, to put up the fence as a matter of public safety. A summary of bids submitted was before the EPC

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Commissioner Turanchik said the low bid was \$300,000; CEAC recommended that the PRF not be used; the balance of the fund was \$97,000. It would be appropriate for staff to look at the property and decide if what was being discussed compared with what staff felt was the minimum necessary to secure the property. Commissioner Norman suggested the County supply materials to lower costs.

Commissioner Turanchik said an injustice had been done to the Martins. He wanted to authorize, in a separate BOCC meeting, the EPC and the County Attorney's Office to evaluate all options for legal actions that could be initiated against the responsible parties to restore the property to where it should be. The responsible party in the case was Pinellas County government, and there was no question that the Martins had a great wrong done to them.

Commissioner Busansky moved to pay for the fencing of the Martins' property, the BOCC could look at the County fencing the property and different ways to do it, and to empower County staff and the attorney for the Martins to look at exactly what that would be. It might be \$295,000 or \$220,000; the BOCC needed to move forward and first ensure, for public safety, that the property was fenced. Commissioner Chillura suggested that EPC recommend to the BOCC and the County Administrator to pursue that course and report back to EPC. **Commissioner Busansky amended her motion to put the item on the agenda for the next BOCC meeting, which was seconded by Commissioner Hart.** Commissioner Norman wanted those with the expertise to see if \$299,000 could be turned into \$200,000 or whatever, and to see about the possibility of the County supplying the labor. Commissioner Busansky said that was a part of the motion. Chairman Berger opened for public comment.

Mr. Dickie Davis, 10513 Lake Williams Drive, Odessa, talked about responsibilities and injustice; he recommended that Pinellas County pay for the fencing--not the taxpayers of Hillsborough County.

Commissioner Chillura commented that an enormous amount of material was supplied to the County through vendors. When the recommendation was made to the BOCC, Commissioner Chillura suggested that Mr. Kleman be asked to explore the potential of the various vendors, if they were willing, to participate in the venture on a pro bono basis as a one-time issue.

Attorney Meredith Wester, 309 Lake Hobbs Road, Lutz, sat on the Northwest Hillsborough County Basin Board for SWFWMD, was the treasurer of COLA, and an attorney in the Tampa area, addressed the EPC as a citizen currently being sued by Pinellas County. She thanked the Commissioners for support that they gave defendants named in another lawsuit, and their courage in the new lawsuit. Ms. Wester would not be available for the BOCC meeting and encouraged the Commissioners to find the funding to cure an injustice; she did not mind using her tax dollars to fix the injustice that had occurred.

Mr. Stewart had testified that there was no evidence that hazardous material existed on the Martins' property. It was an abomination that someone received a contract to remove hazardous waste from a site that had no hazardous waste and paid for the removal by selling the dirt. Based on the information presented, **Commissioner Hart amended the motion to ask EPC staff to identify the standards that it believed should be met at the site and provide that information to Hillsborough County as the motion on the floor was pursued, in terms of what conditions needed to exist and what the estimated cost would be for that to make it a collaborative effort between EPC and Hillsborough County government.**

Commissioner Turanchik reported that a multi-party agreement had been signed that stated the standard at which the land would be reclaimed. Before that, a bar date hearing was held by the Pinellas County judge to determine if anyone had any claims against Pinellas County. No one showed up for the hearing, and Pinellas County was released from all liability. The allegations were that a Pinellas County judge was improperly influenced by some Pinellas County commissioners and the judge entered biased orders that resulted in the travesty. The EPC lawyers

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and County Attorney needed to be asked to explore those issues.

Commissioner Hart clarified that his amendment to the motion was not to restore the property to its original condition, but asked what standards the EPC had that would bring the property into compliance now, for safety and other conditions that would have to exist. That was good information that the EPC and the County would need to know. **Commissioner Busansky accepted the amendment.** Chairman Berger commented that a motion was on the floor to refer the item to the next BOCC meeting, July 31, and a time certain was needed. **The motion carried seven to zero.**

Commissioner Turanchik moved to authorize and direct the EPC attorney to work with the County Attorney, once the County Attorney was so authorized, to look at alternative causes of actions and other proceedings that might be initiated by Hillsborough County or the Environmental Protection Commission to seek justice and remediate the things that had occurred to the Martins. Commissioner Busansky seconded the motion. Commissioner Norman asked if the motion included potential documents turned over to the State Attorney's Office, to which Commissioner Turanchik replied anything. **The motion carried seven to zero.**

Ms. Gay Townsend, 19905 Long Leaf Drive, Lutz, asked what the CEAC recommendation was regarding the amendments to the wetland rules. Chairman Berger responded. Ms. Townsend supported the EPC and wanted the laws to remain as they were; stronger laws would be better.

Mr. Frank Farrell, 6310 Turtle Creek Boulevard, president, Bellamy Road Homeowners Association, talked about an ongoing problem of a pig farm next to the residential area. After further discussion, Commissioner Norman commented that the land was agriculturally zoned although that use did not exist; homes were built up to agricultural land, which brought two major and different uses together in an area.

Attorney Fotopulos asked if the pig farm had been in operation before March 15, 1982. Mr. Farrell replied negatively and reported the farm had operated less than one year. Attorney Fotopulos wanted to review the matter further. Commissioner Busansky agreed and felt the matter should go to zoning or the BOCC; she suggested mediation be considered. Mr. Farrell thought that Attorney Fotopulos alluded to the Florida Right to Farm Act, Paragraph 5, which stated a farm operation could not be taken to a more intense use that resulted in a nuisance of odor, dust, et cetera when it was next to an existing community. Commissioner Busansky agreed that legal remedies should be looked at, but she pointed out a community remedy--mediation.

Mr. Stewart reported that EPC had interceded by having an agricultural expert look at the farm, which was found to meet all the requirements and was well run. Mr. Farrell replied that the operation had been cleaned up. Commissioner Norman asked that Attorney Fotopulos communicate with him and with Mr. Farrell.

Attorney Merrel Stainton, 225 Danube Avenue, Apartment 4, Davis Island, offered moral support for the Martins. He was the primary attorney from the State Attorney's Office who had investigated the case, but was no longer with that office. Within what the rules of ethics would allow, Attorney Stainton volunteered his services to work with the County Attorney and EPC Counsel.

There being no further business, the meeting was adjourned at 11:50 a.m.

READ AND APPROVED: _____

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CHAIRMAN

ATTEST:
RICHARD AKE, CLERK

BY: _____
Deputy Clerk

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JANUARY 16, 1997 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Hillsborough County Environmental Protection Commission (EPC) met in Regular Meeting, scheduled for Thursday, January 16, 1997, at 10:00 a.m., in the Boardroom, County Center, Tampa, Florida.

The following members were present: Chairman Jan Platt and Commissioners Dottie Berger, Joe Chillura, Chris Hart, Jim Norman, Thomas Scott, and Ed Turanchik.

Chairman Platt called the meeting to order at 10:00 a.m. and, following the pledge of allegiance to the flag, Commissioner Scott gave the invocation.

CONSENT AGENDA - (A) Approval of Minutes for meetings of August 15, 1996, October 17, 1996, and November 14, 1996; (B) Monthly Activity Reports; (C) Legal Department Monthly Reports; (D) Pollution Recovery Trust Fund; and (E) Gardinier Settlement Fund. **Commissioner Berger moved approval of the Consent Agenda, seconded by Commissioner Norman, and carried seven to zero.**

CITIZENS ENVIRONMENTAL ADVISORY COMMITTEE (CEAC) - Requests for Pollution Recovery Trust Funds (PRF): (1) American Lung Association; (2) Riverview Civic Center Erosion Control; (3) Thalassia Study in Cockroach Bay; and (4) Invasive Plant Removal on ELAPP (Environmental Lands Acquisition and Protection Program) sites.

Mr. Russ Thomas, chairman, CEAC, reported that CEAC had received information from EPC Legal Counsel Sara Fotopulos that there was a total of \$253,000 in the fund, with \$100,000 to be retained in the fund for emergencies. With \$150,000 to be dispersed, CEAC had prioritized some of the projects and recommended approval of items 1 (\$5,000), 2 (\$40,000), and 3 (\$56,000 for three years) at the present time. Project 4 was a request for \$152,500, for removal of evasive plants at four sites. After reviewing the project and the request, CEAC had requested staff and the Parks and Recreation Department to prioritize the sites, since all could not be funded. It was also requested by CEAC that volunteers be found to perform the work, since a major component of the budget for that project was for salaries and payroll costs. One of the suggestions was that prisoners be used to do the work. Project 4 was not recommended for approval at this time.

Commissioner Turanchik moved approval of the CEAC recommendations, and he noted that, in addition to prison labor, the community restitution program was available and project managers could make the requests. Commissioner Hart seconded the motion, which carried seven to zero.

Mr. Thomas also stated that CEAC had been asked to look at a proposed settlement between the Department of Environmental Protection (DEP) and IMC in connection with violations associated with IMC's operations. IMC was in the process of finalizing a settlement with DEP that would result in a

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payment of \$225,000, which would go into DEP's pollution recovery fund, a State fund. IMC preferred to keep the money in Hillsborough County, accomplished by coming up with an in-kind cleanup project. That project was the Port Redwing Restoration Project. CEAC supported that concept, since it kept money in the County and the project had the support of the community, staff, and CEAC. CEAC had passed a motion to ask EPC to send a letter to DEP conceptually endorsing the project, although there were no definite beginning plans, except for an agreement that the money would be spent in Port Redwing for a specific area, and the entire amount would be kept in the County. Commissioner Berger provided some background on the project and suggested the process be followed, which was review by CEAC. She supported CEAC's request.

Chairman Platt asked if CEAC had a list of priorities and if Port Redwing was a number one priority for money, to which Mr. Thomas responded there was no priority list. Chairman Platt suggested that in the future, CEAC might obtain a list from the Southwest Florida Water Management District (SWFWMD) and other agencies for such projects. In addition, Attorney Fotopulos agreed to report at the next meeting on any changes in the law that might have occurred with respect to moneys collected in a specific area were being used in that area. Regarding priorities and a potential list of projects, Attorney Fotopulos stated that staff was considering working with CEAC to change the current process in receiving application requests and reviews for the PRF--that it would be best to obtain all applications for any particular fiscal year at one time for review and prioritization. That would also allow CEAC to know what the potential projects were and to prioritize those that could not be funded in any particular year.

Commissioner Turanchik agreed with the proposed process, which he thought should be set up similar to that of ELAPP. Commissioner Norman suggested that the Martin property should be included as a project for cleanup and questioned if it could be included, particularly in light of all the activities that had occurred. Mr. Thomas commented that the Martins had come to CEAC at one time, but the money for the project being discussed was DEP's, not EPC's. **Commissioner Turanchik moved approval of the recommendation by CEAC to add EPC's support for the Port Redwing project, which was seconded by Commissioner Berger.** Commissioner Norman requested an amendment that the Martins be moved to the top of the list for consideration. Additional discussion ensued, and Commissioner Hart suggested that additional information be obtained on both and allow CEAC to make a recommendation: at the same time staff could review the projects and also make a recommendation. The amendment was not accepted by Commissioner Berger. **Since there was nothing available on which he could make a decision, Commissioner Hart moved to continue the item to the next meeting in order to obtain the backup for a project that dealt with \$225,000.** Mr.

Thomas commented that IMC and DEP could enter into an agreement at any point, which could be approved and could proceed since it was not EPC's money. Commissioner Chillura seconded the motion, which failed three to four; Commissioners Berger, Norman, Scott, and Turanchik voted no. Commissioner Turanchik referred to the main motion--that the money would be kept in the County and dedicated for the Port Redwing project. Commissioner Chillura made a substitute motion--to ask that the money be prioritized and kept in Hillsborough County, not listing the project; and when more information was received on the project, the Board would deal with it. Commissioner Hart seconded the motion, which carried six to one; Commissioner Turanchik voted no.

Commissioner Norman moved to direct to CEAC that whenever any dollars were available, such as from penalties, recoveries, et cetera, the Martin project would be considered and the Martins would be notified that they have the opportunity to make a presentation, or groups also have that opportunity to address the Martin situation in the community, since it was a distressed community problem--if there were any penalty dollars that could come back to the community for rehab, it should definitely be considered. Commissioner Hart seconded the motion and suggested an amendment to also say that staff would, within 90 days, develop a policy for EPC consideration, that would establish a procedure whereby applications could be made and incorporated on an annual basis, which could then be prioritized and implemented on a regular basis. Attorney Fotopulos indicated that 90 days would be a workable amount of time. Commissioner Norman accepted the amendment to the motion, which carried seven to zero.

As an informational item, Mr. Thomas stated the fourth and final hearing on the Wetlands Rule had been held with no results; therefore, a subcommittee had been appointed to begin meeting and make recommendations on that rule--the other rules had shown results. The subcommittee's meeting was to be held at 2:00 p.m., this date, at the Lozano Building, and that committee consisted of Barry Lenz, Dan Rutenberg, Wayne McKinney, Don DePra, and Lynn McGarvey. That committee was to have something back to CEAC within four to five months.

LEGAL DEPARTMENT - Update on Dibbs Settlement - Attorney Fotopulos reported that considerable negotiations had been held and the parties had come up with a proposed settlement, which would involve Mr. Dibbs conceding that the EPC wetland rule was constitutional and not flawed, as he had alleged, and it would involve EPC, whose staff had an opportunity to review the proposed development, as expanded, and the proposed mitigation agreement. The proposed agreement would involve EPC's agreement to that expanded development and issue approval, conditioned upon two things: (1) a

resolution of an outstanding concern regarding a prior permit issued by DEP affecting the property and providing for a conservation easement on part of the property, and (2) that the County would issue whatever approvals were necessary for Mr. Dibbs to go forward with his project. She thought it was a good settlement, it protected the EPC rule and applied the rule standards, did not jeopardize the EPC's jurisdiction, and she recommended the settlement. There had been discussions since the draft was written with regard to the amount of the bond required, and if that amount needed to be adjusted to reflect the actual costs, she asked that flexibility be allowed to do that. Commissioner Chillura questioned if staff was still evaluating the expansion and allow more mitigation.

Attorney Fotopulos indicated that staff had made the evaluation and had grave reservations with the expenses that had been or proposed to be incurred by Mr. Dibbs--whether or not they were reasonable expenses that would be incurred in such a development. Affidavits were given to staff by Mr. Dibbs' experts attesting to the appropriateness and reasonableness of the expenses--staff had no experts to analyze the appropriateness of those expenses, but staff could say the expenses were within the range of the type of expenses that a businessman would incur. From staff's perspective, evaluation of the mitigation occurred after a determination had been made that it was necessary to incur the impact in the first place; that was a separate issue from the quality of the mitigation and whether or not mitigation should be allowed. Also from staff's perspective, Attorney Fotopulos stated the mitigation proposed in this project was a good mitigation plan and met EPC standards.

In response to Chairman Platt, Attorney Fotopulos advised that in the settlement Mr. Dibbs would get the permission he sought to impact an additional three wetlands; the County would get the opportunity to review the application and a concession that the wetland rule was constitutional.

She noted that discussion was at EPC's discretion and Commissioners could ask questions or hear statements from Mr. Dibbs' attorney if they desired.

As a condition of the first permit issued by DEP, a conservation easement was to be granted to DEP. Attorney James Hellinger, Jr., 209 Turner Street, Clearwater, who represented Mr. Dibbs, stated that a conservation easement had been drafted and recorded, as requested by DEP. The easement was over a larger area than was originally required. Attorney Fotopulos, who had no knowledge of the recording of that easement, questioned if the conservation easement had been recorded that resolved the issues that were raised and the requirements met of the first permit granted by DEP. Attorney Hellinger replied that was his understanding; there was a dispute about it with DEP, and he explained that meetings had been held with DEP representatives, with the dispute at this point being that, based upon the additional impacting of the wetlands, DEP wanted another two acres of conservation easement.

After discussion relative to what should be discussed and/or presented, if the discussion should be in a closed session, Attorney Hellinger was granted ten minutes to make a presentation and give a brief background of the case. Attorney Hellinger noted that Mr. Dibbs had done a revolutionary mitigation, which he submitted had never been done in the County or the State. Additionally, at great expense, Mr. Dibbs had hired agencies to move trees to the new wetland, and photographs revealed that the trees were doing very well after one year. He thought that time was of the essence, since it was the transplanting season and the agencies were ready to move trees during the dormant time to ensure success of the mitigation. Further, 35 percent more wetlands were being created than what was taken away. SWFWMD had approved the project and had found that the project would result in a net environmental benefit. Commissioner Berger wanted to make sure that all the conditions under the first application were met before agreeing to the settlement. Attorney Hellinger reiterated the easement had been recorded and delivered to DEP, and he made a firm representation that it had been done.

Attorney John Wilcox, with the firm of Akerman Senterfitt and Eidson, co-counsel for Mr. Dibbs, confirmed that he had recorded the easement, which was delivered to SWFWMD who asked that the easement be delivered to DEP by SWFWMD--a copy of that was delivered to Attorney Fotopulos earlier in the week. He added that the dispute that was ongoing with DEP was a requirement in DEP's permit to put a conservation easement over an area on the property that was unaffected by the original project. DEP was told that requirement would be accepted by Mr. Dibbs, but only after settlement of the cases with the Florida Department of Transportation (FDOT) and Hillsborough County, as it would require a change in the project, thereby changing the dimensions, shape, and size that had initially been configured. DEP said the additional three acres could not be impacted because it was subject to the easement--counsel for Mr. Dibbs contended there was no easement, since it was not done, being a part of the ongoing negotiations with FDOT and the County. The issue at hand was that EPC had found the project to be permitable and there was pending a reasonable settlement of the lawsuit. Commissioner Berger again expressed her concerns that all requirements and conditions of the original permit were fulfilled. Attorney Hellinger stated that SWFWMD was satisfied, the U. S. Corps of Engineers was satisfied, and the County planning staff had issued all the remaining permits. Attorney Fotopulos commented that the easement issue was complicated and confusing, and that was why she had included a precondition in the settlement agreement that all outstanding issues be resolved with DEP prior to approval that the EPC would give becoming valid and operable.

In response to Commissioner Turanchik's questions, Attorney Hellinger emphasized that approval of the settlement agreement would do away with all

litigation, all claims against Hillsborough County and its entities and individuals, and if EPC wanted such a stipulation as part of the agreement, he would agree to that--there was no hidden agenda. Commissioner Turanchik questioned how the course of what transpired and pending before the EPC would effect and establish a precedent. Attorney Fotopulos responded that she understood the concerns expressed; what might happen with other cases to come before the EPC was unknown; the case did address issues and incorporated concerns that had not been previously addressed; and the EPC had not been in a position of having to evaluate the economics of a project. However, case law indicated that was a component of reasonable use and takings law, and it might be an issue that would be raised again in the future. The fact that this particular case was a settlement of litigation provided protection in some fashion from future cases not in the same situation. The facts of this particular case were unique, given the extent of activities, applications, and concerns that had affected the development of the project; that also distinguished this case from potential future cases. In her opinion, the precedential value of this case was very small.

Commissioner Norman stated he had listened to the County legal staff, who recommended settlement, which he had not been satisfied with since it did not involve EPC; he had relied upon EPC legal staff in a very complex case, which he understood very well; and his dependence on the project and process was to depend on EPC and legal staff. He had wanted to and still did defend the residents of the area; and EPC staff and legal staff had represented that the settlement was a good deal for the County--he had no basis to deny what the experts were recommending. His concern involved the road, since it was the County's desire to loop Zambito Road into Dale Mabry Highway and align it with Carrollwood Springs, working with FDOT to install a traffic light at that intersection. Attorney Hellinger stated that Mr. Dibbs was willing to work with all parties for improvements.

Commissioner Norman moved to accept the recommendation of Attorney Fotopulos on this case, seconded by Commissioner Chillura, who requested information on the quality of the wetland mitigation on this project, as compared to those in the phosphate mining areas, and on the rate of success. Mr. Darrell Howton, EPC staff, stated the project was unique in Hillsborough County--the large transplantation of vegetation--but not in the state of Florida, and was an excellent way of mitigating. Transplantation of large vegetation/large trees tended toward success on a much faster time scale. Staff believed there were problems; herbaceous material was not coming up in the dirt that was taken with the transplant.

Whether this particular mitigation was successful or not was not yet known; nothing was the same as the original swamp; and staff did not think it was a net ecosystem benefit, but was mitigation. When a good system was disturbed and moved somewhere else it did not equate to a net ecosystem benefit. The project was tending toward success, at least on the cypress

component, and the project compared very favorably to mitigation by the phosphate industry. Attorney Fotopulos agreed that the settlement would be contingent on all closures. **Commissioner Chillura thought that the motion should include that all pending litigation against the County and EPC would go away, with which Commissioner Norman agreed.**

Mr. Roger Stewart, Executive Director, EPC, stated that he, as a nonprofessional in the legal sense, at staff level, would disapprove the project. He was not qualified to assess the legal implications on a broader scale and deferred to the legal judgment. His personal feelings were that if the case were litigated, the representation that in order to make it a profitable project there had to be the wetland, that representation would not hold water, because it would not be found to be a business venture that a prudent business person would enter into. However, above and beyond that were the broader reasonings that Attorney Fotopulos had represented and, in deferring to those, he recommended settlement. In response to Commissioner Chillura, Mr. Howton stated it would be two to five years to determine if the project was viable. Mr. Stewart commented that staff was comfortable with the proposals for mitigation. **The motion to accept the settlement with the additional language regarding the lawsuits and meeting all conditions carried four to three; Chairman Platt and Commissioners Berger and Turanchik voted no.**

LEGAL DEPARTMENT - Update on Martin Brothers Case - Attorney Fotopulos indicated that she had nothing more to report than what had been provided in writing.

In response to Chairman Platt relative to a memo of understanding (MOU) between SWFWMD and EPC on coordinating activities, Attorney Fotopulos said she had met with Mr. Rich McLean and Mr. John Huer on this issue and all agreed to move forward on the MOU; a meeting was scheduled to discuss any remaining issues. The MOU provided for EPC to do all wetland delineations in the County; for EPC to do some of SWFWMD's wetland enforcement in the County; and coordinating with SWFWMD on other cases so there would be no conflict. On another issue about the review of development projects, Attorney Fotopulos advised that the EPC had been involved with SWFWMD and the County in the review of development projects and would continue to do that. Chairman Platt had read about the roundtable discussions, prior to her being on the Board, and she thought that in light of the approval of the application for sustainable communities, and the MOU that was on its way to being resolved, both would be placed on the next EPC agenda with the thought that the roundtable could cease its operation--its role and scope was counter to what was in the sustainable communities application. Commissioner Berger, who had gone to Tallahassee with a presentation on the sustainable communities, stated the roundtable group was interested, and she agreed with placing the item on the next agenda.

COMMISSIONERS' REQUESTS

Discussion - Tampa General Hospital (TGH) - Commissioner Berger, who had requested discussion regarding the incinerators at TGH, stated she had received responses to her questions. She addressed the matter of an editorial that appeared in the St. Petersburg Times relative to the incinerators and that was how she had learned of the problem. Her concern was that the EPC Board had not been apprised of the situation, nor was she apprised as then chairman of EPC, and she questioned why. Mr. Stewart responded the item was a minor, routine matter that was taken care of by staff--he, himself, knew nothing about it--and it was the decision of the newspaper to write an editorial. Mr. Sterlin Woodard, EPC staff, advised that he had been quoted in the article, and he explained his responsibilities for such complaints that were registered. He routinely answered questions from citizens and newspaper reporters. In response to Commissioner Berger as to why the Board could not be made aware of such matters, Mr. Stewart stated that the issue was one of hundreds that were dealt with by EPC staff on a daily basis; he could provide such a degree of information on those types of items if the board desired.

Commissioner Berger commented that TGH was taking care of the problem, which was conversion to gas for the boilers; but her concern was and would continue to be that if a problem existed, she did not want to read about it in the newspaper--she wanted to be aware of it. Chairman Platt advised there was no way that staff could apprise the Board of everything about which the newspaper wrote; that providing such information was unreasonable. Commissioner Berger reiterated her statements with respect to having the knowledge of such items. Commissioner Scott commented that in speaking with the chief executive officer of TGH, he had not been aware of the item either.

Commissioner Turanchik thought that because of the Commissioners serving on other boards and councils, they should be apprised of certain matters, such as if HARTline had a pollution problem, so the issues could be dealt with and responses to comments or inquiries could be made intelligently.

Confirm Reappointments to CEAC (Citizens Environmental Advisory Committee)

Commissioner Scott reappointed Ms. Cam Oberting and Ms. Annie Sutton to CEAC. **Commissioner Norman moved to confirm the appointment, seconded by Commissioner Berger, and carried seven to zero.**

Chairman Platt reappointed Mr. Daniel Rutenberg and Mr. Larry Padgett to CEAC. **Commissioner Scott moved to confirm the appointment, seconded by Commissioner Norman, and carried seven to zero.**

THURSDAY, JANUARY 16, 1997 - DRAFT MINUTES

Commissioner Turanchik requested information as to the status of terms of the members, when appointments were required, et cetera.

Request for Executive Director's Evaluation Criteria - Chairman Platt asked that, if it was the board's pleasure, any criteria be transmitted to her within the next two weeks, and she would meet with Human Resources to develop something for next year's evaluation--there should be a set of goals and evaluations as there was for the Administrator. She would then present recommendations for EPC's consideration. She noted that she was reacting to what she had read about as a deficiency in the process. **Commissioner Chillura moved approval of the process, seconded by Commissioner Norman, and carried seven to zero.**

EXECUTIVE DIRECTOR - Earthday Participation - Mr. Stewart reported that negotiations were being held with the Museum of Science and Industry, the Aquarium, and the Lowry Park Zoo, along with MacDill Airfield, in conjunction with a joint venture for Earthday. He requested the Board's conceptual approval to aggressively pursue the activities. **Commissioner Norman moved approval, seconded by Commissioner Scott, and carried seven to zero.**

Report on the Fence - Mr. Stewart stated the EPC fence had been approved and required funding approval from the Board of County Commissioners. Mr. Mike Kelly, Real Estate Department, stated that the city of Tampa no longer planned to use part of the EPC property and did not object to the fence project. **Commissioner Chillura moved approval, seconded by Commissioner Scott, and carried seven to zero.** Mr. Thomas Koulianos, EPC Finance Department, stated that estimates for the fence ranged from \$50,000 to \$65,000; there was disagreement on estimates for electronic gates, which would be reviewed.

There being no further business, the meeting was adjourned at 12:00 noon.

READ AND APPROVED: _____
CHAIRMAN

ATTEST:
RICHARD AKE, CLERK

By: _____
Deputy Clerk

sa.

MONTHLY ACTIVITIES REPORT
AIR MANAGEMENT DIVISION
JANUARY

A.	Compliance Assistance Activities	
1.	Outreach Correspondence	<u>0</u>
2.	Workshops	<u>0</u>
B.	Public Outreach/Education Assistance:	<u>225</u>
C.	Industrial Air Pollution Permitting	
1.	Permit Applications Received (Counted by Number of Fees Received):	
a.	Operating:	<u>7</u>
b.	Construction:	<u>11</u>
c.	Amendments:	<u>0</u>
d.	Transfers/Extensions:	<u>1</u>
2.	Delegated Permits Issued by EPC and Non-delegated Permits Recommended to DEP for Approval (Counted by Number of Fees Collected):	
a.	Operating:	<u>14</u>
b.	Construction:	<u>20</u>
c.	Amendments:	<u>0</u>
d.	Transfers/Extensions:	<u>1</u>
e.	Title V Operating:	<u>0</u>
3.	Intent to Deny Permit Issued	<u>0</u>
4.	General Permits	<u>0</u>
D.	Administrative Enforcement	
1.	Documents Issued:	
a.	Notice of Intent to Initiate Enforcement	<u>1</u>
b.	Citation	<u>0</u>
c.	Other _____	<u>0</u>
2.	Total Cases Initiated:	<u>2</u>
3.	Cases Resolved:	<u>1</u>
4.	Cases Referred to Legal Department:	<u>0</u>
5.	Consent Orders Signed:	<u>2</u>

6. Contributions to the Pollution Recovery Fund: \$ 4,450.00

<u>Organization Name</u>	<u>Violation</u>	<u>Amount</u>
a. Pallet Services Inc	Const/Oper w/o Permit	\$650.00
b. BP Exploration & Oil	Permit Violation	\$2500.00
c. James Hardie Bldg Pr	Const/Oper w/o Permit	\$1300.00

E. Inspections:

1. Industrial Facilities:	<u>8</u>
2. Air Toxics Facilities:	
a. Asbestos Emitters	<u>0</u>
b. Area Sources (i.e. Drycleaners, Chrome Platers, etc...)	<u>46</u>
c. Major Sources	<u>0</u>
3. Asbestos Demolition/Renovation Projects:	<u>11</u>
4. Gasoline Retailers:	<u>21</u>
5. Auto Repair Facilities:	<u>37</u>
6. Retail Auto Dealers:	<u>11</u>
7. Automotive Parts Stores:	<u>0</u>
8. Fleet Operators:	<u>0</u>
9. CFC Facilities:	<u>45</u>
F. Open Burning Permits Issued:	<u>17</u>
G. Number of DOF Permits Monitored:	<u>123</u>
H. Total Citizen Complaints Received:	<u>73</u>
I. Total Citizen Complaints Investigated:	<u>85</u>
J. Noise Sources Monitored:	<u>9</u>
K. Air Program's Input to DRI's:	<u>3</u>
L. Test Reports Reviewed:	<u>34</u>
M. Compliance:	
1. Warning Notices Issued:	<u>20</u>
2. Warning Notices Resolved:	<u>3</u>
3. Advisory Letters Issued:	<u>2</u>

FEES COLLECTED FOR AIR MANAGEMENT DIVISION
JANUARY

	Total Revenue
1. Non-delegated construction permit for an air pollution source	
(a) New Source Review or Prevention of Significant Deterioration sources	<u>\$ -0-</u>
(b) all others	<u>\$1,600.00</u>
2. Non-delegated operation permit for an air pollution source	
(a) class B or smaller facility - 5 year permit	<u>\$ -0-</u>
(b) class A2 facility - 5 year permit	<u>\$ -0-</u>
(c) class A1 facility - 5 year permit	<u>\$ -0-</u>
3. (a) Delegated Construction Permit for air pollution source (20% of the amount collected is forwarded to the DEP and not included here)	<u>\$8,640.00</u>
(b) Delegated operation permit for an air pollution source (20% of the amount collected is forwarded to the DEP and not included here)	<u>\$5,000.00</u>
4. Non-delegated permit revision for an air pollution source	<u>\$ -0-</u>
5. Non-delegated permit transfer of ownership, name change or extension	<u>\$ -0-</u>
6. Notification for commercial demolition	
(a) for structure less than 50,000 sq ft	<u>\$ 570.00</u>
(b) for structure greater than 50,000 sq ft	<u>\$ -0-</u>
7. Notification for asbestos abatement	
(a) renovation 160 to 1000 sq ft or 260 to 1000 linear feet of asbestos	<u>\$ 240.00</u>
(b) renovation greater than 1000 linear feet or 1000 sq ft	<u>\$ 495.00</u>
8. Open burning authorization	<u>\$3,195.00</u>
9. Enforcement Costs	<u>\$ 497.54</u>

COMMISSION

DOTTIE BERGER
PHYLLIS BUSANSKY
JOE CHILLURA
CHRIS HART
JIM NORMAN
ED TURANCHIK
SANDRA WILSON

EXECUTIVE DIRECTOR

ROGER P. STEWART



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WASTE MANAGEMENT DIVISION
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WETLANDS MANAGEMENT DIVISION
TELEPHONE (813) 272-7104

MEMORANDUM

DATE: February 11, 1997

TO: Hooshang Boostani, Director, Waste Management

FROM: MN Mike Newman, Enforcement, Waste Management

SUBJECT: WASTE MANAGEMENT'S JANUARY AGENDA BACKUP
INFORMATION

The following is a summary of activities for the month of **January**, 1997. If you would like more information concerning any of these activities please let me know.

WASTE MANAGEMENT DIVISION

A. Administrative Enforcement

1.	New cases received	<u>0</u>
2.	Ongoing administrative cases	
a.	Pending	<u>23</u>
b.	Active	<u>37</u>
c.	Legal	<u>20</u>
d.	Tracking Compliance (Admin.)	<u>7</u>
e.	Inactive/Referred cases	<u>20</u>
f.	Criminal compliance tracking	<u>22</u>
3.	NOI's issued	<u>1</u>
4.	Citations issued	<u>0</u>
5.	Consent Orders signed	<u>1</u>
6.	Civil contrib. to the Pollution Rec. Fund	<u>\$300.00</u>
7.	Criminal contrib. to the Pollution Rec. Fund	<u>\$0.00</u>
8.	Enforcement costs collected	<u>\$0.00</u>
9.	Cases referred to legal	<u>2</u>
10.	Cases closed	<u>4</u>

B. Solid and Hazardous Waste

1.	Permits (Received/Reviewed)	<u>1/2</u>
2.	EPC Authorization For Facilities Not Requiring DEP Permit	<u>1/2</u>

3.	Other permits and Reports	
a.	County Permits	<u>1/2</u>
b.	*Other Reports	<u>85/86</u>
4.	Inspections (total)	<u>349</u>
a.	Complaint	<u>53</u>
b.	Compliance/reinspections	<u>24</u>
c.	Facility Compliance	<u>34</u>
d.	Small Quantity Generator	<u>238</u>
5.	Enforcement	
a.	Complaints Received/Closed	<u>51/44</u>
b.	Warning Notice Issued/Closed	<u>5/2</u>
c.	Compliance Letters	<u>57</u>
d.	Letters of Agreement	<u>1</u>
e.	DEP Referrals	<u>1</u>
6.	Pamphlets, Rules and Material Distrib.	<u>436</u>

* Note, "other reports" includes: Lab analyses, CAPs/CARs, groundwater monitoring reports, MSDSs report reviews, etc.

C. Underground Storage Tank - Cleanup Department

1.	Inspections:	<u>5</u>
a.	Investigation	<u>5</u>
b.	SUPER Act	<u>0</u>
2.	Reports Received/Reviewed	<u>29/39</u>
a.	Contamination Assessment (CARs)	<u>3/5</u>
b.	Initial Remedial Action (IRA)	<u>2/3</u>
c.	Remedial Action Plans (RAPs)	<u>1/3</u>
d.	Site Rehabilitation Completion (SRCs)	<u>0/1</u>
e.	Others	<u>23/27</u>
3.	Reimbursement Applications	
a.	Received	<u>7</u>
b.	Reviewed	<u>6</u>
4.	State Cleanup Site Activities	
a.	Active Sites	<u>1</u>
b.	Funds Disbursed	<u>\$0</u>

D. Underground Storage Tank Compliance Department

1.	Inspections	<u>173</u>
a.	UST Compliance	<u>69</u>
b.	AST Compliance	<u>35</u>
c.	UST Installation	<u>12</u>
d.	AST Installation	<u>4</u>
e.	UST Closure	<u>9</u>
f.	AST Closure	<u>1</u>
g.	*Other Inspections	<u>43</u>

* Note, "others inspections" include: non-compliance reinspections, additional installation visits, and unregulated site inspections.

2.	Installation Plans Reviewed	<u>18</u>
	a. USTs	<u>16</u>
	b. ASTs	<u>1</u>
3.	Closure Plans & Reports Received/Reviewed	<u>12/10</u>
	a. Closure Plans Received/Reviewed	<u>5/5</u>
	b. Closure Reports Received/Reviewed	<u>7/5</u>
4.	Enforcement	
	a. Noncompliance Letters	<u>21</u>
	b. Warning Notices	<u>1</u>
	c. Cases referred for Enforcement	<u>0</u>
	d. Complaints received/investigated	<u>0/0</u>
	e. Complaints referred	<u>0</u>
	f. Cases Referred to DEP	<u>0</u>
5.	FPLIRP Checklists Completed	<u>1</u>
6.	Cleanup Notification Letters Issued	<u>4</u>
7.	Public Assistance	<u>400+</u>
E.	<u>Record Reviews</u>	<u>81</u>
F.	<u>Public Information Projects</u>	<u>6</u>
1.	Kellie Boatwright spoke to the United Associations of Used Oil Services about RCRA regulations concerning the vehicle repair industry & used oil transporters.	

**ACTIVITIES REPORT
WATER MANAGEMENT DIVISION**

JANUARY, 1997

A. ENFORCEMENT

1. New Enforcement Cases Received:		_____
2. Enforcement Cases Closed:		_____
3. Enforcement Cases Outstanding:		<u>31</u>
4. Enforcement Documents Issued:		<u>1</u>
5. Warning Notices:		<u>15</u>
a. Issued:		<u>10</u>
b. Resolved:		<u>5</u>
6. Recovered costs to the General Fund:	\$2,178.61	
7. Contributions to the Pollution Recovery Fund:	\$5,000.00	

<u>Case Name</u>	<u>Violation</u>	<u>Amount</u>
a. Eastwood Estates MHP	Improper operation & maintenance	\$ 400.00
b. Bullfrog Creek MHP	Unpermitted discharges	\$1,700.00
c. Briarwood MHP	Failure to initiate construction modifications	\$ 800.00
d. El Prado Condominiums	Placing system into operation without approval	\$1,500.00
e. Fire Station #20	Placing system into operation without approval	\$ 300.00
f. USF Bookstore	Initiating construction on a collection system without permit	\$ 300.00

B. PERMITTING - DOMESTIC

1. Permit Applications Received:		23
a. Facility Permit:		<u>4</u>
(i) Types I and II		<u>0</u>
(ii) Type III		<u>4</u>
b. Collection Systems-General:		<u>11</u>
c. Collection Systems-Dry Line/Wet Line:		<u>8</u>
d. Residuals Disposal:		<u>0</u>
2. Permit Applications Approved:		33
a. Facility Permit:		<u>8</u>
b. Collection Systems-General:		<u>15</u>
c. Collection Systems-Dry Line/Wet Line:		<u>10</u>
d. Residuals Disposal:		<u>0</u>

3.	Permit Applications Recommended for Disapproval:	0
	a. Facility Permit:	0
	b. Collection Systems-General:	0
	c. Collection Systems-Dry Line/Wet Line:	0
	d. Residuals Disposal:	0
4.	Permit Applications (Non-Delegated) Recommended for Approval:	0
5.	Permits Withdrawn:	0
6.	Permit Applications Outstanding:	76
	a. Facility Permit:	61
	b. Collection Systems-General:	8
	c. Collection Systems-Dry Line/Wet Line:	7
	d. Residuals Disposal:	0
C.	INSPECTIONS - DOMESTIC	79
1.	Compliance Evaluation:	14
	a. Inspection (CEI):	2
	b. Sampling inspection (CSI):	11
	c. Toxics Sampling Inspection (XSI):	0
	d. Performance Audit Inspection (PAI):	1
2.	Reconnaissance:	38
	a. Inspection (RI):	15
	b. Sample Inspection (SRI):	0
	c. Complaint Inspection (CRI):	23
	d. Enforcement Inspection (ERI):	0
3.	Special:	27
	a. Diagnostic Inspection (DI):	0
	b. Residual Site Inspection (RSI):	0
	c. Preconstruction Inspection (PCI):	0
	d. Post Construction Inspection (XCI):	27
D.	PERMITTING - INDUSTRIAL	
1.	Permit Applications Received:	2
	a. Facility Permit:	1
	(i) Types I and II	1
	(ii) Type III with groundwater monitoring	0
	(iii) Type III w/o groundwater monitoring	0
	b. General Permit:	0
	c. Preliminary Design Report:	1
	(i) Types I and II	1
	(ii) Type III with groundwater monitoring	0
	(iii) Type III w/o groundwater monitoring	0

2. Permits Recommended to DEP for Approval:	<u>0</u>
3. Permit Applications Outstanding:	28
a. Facility Permits:	<u>28</u>
b. General Permits:	<u>0</u>
E. INSPECTIONS - INDUSTRIAL	<u>22</u>
1. Compliance Evaluation:	7
a. Inspection (CEI):	<u>6</u>
b. Sampling Inspection (CSI):	<u>1</u>
c. Toxics Sampling Inspection (XSI):	<u>0</u>
d. Performance Audit Inspection (PAI):	<u>0</u>
2. Reconnaissance:	15
a. Inspection (RI):	<u>8</u>
b. Sample inspection (SRI):	<u>0</u>
c. Complaint Inspection (CRI):	<u>7</u>
F. CITIZEN COMPLAINTS	
1. Domestic:	23
a. Received:	<u>10</u>
b. Closed:	<u>13</u>
2. Industrial:	13
a. Received:	<u>7</u>
b. Closed:	<u>6</u>
3. Water Pollution:	4
a. Received:	<u>2</u>
b. Closed:	<u>2</u>
G. RECORD REVIEWS	
1. Permitting:	8
2. Enforcement:	<u>2</u>
H. ENVIRONMENTAL SAMPLES ANALYSED FOR:	
1. Air Division:	142
2. Waste Division:	<u>4</u>
3. Water Division:	132
4. Wetlands Division:	<u>0</u>

I. SPECIAL PROJECT REVIEWS

1. DRI's:	<u>4</u>
2. Permitting:	<u>0</u>
3. Enforcement:	<u>0</u>
4. Other:	<u>0</u>

J. WATER QUALITY MONITORING SPECIAL PROJECTS

1. Data Review	<u>0</u>
2. Special Sampling	<u>0</u>
3. Biomonitoring/Toxicity Reviews (DW)	<u>7</u>
4. Biomonitoring/Toxicity Reviews (IW)	<u>0</u>
5. Other	<u>0</u>

K. TAMPA PORT AUTHORITY/DEP DREDGE & FILL 0

AR01.97

ASSESSMENT SECTION

A. EPC Wetlands Reviews	TOTALS
1. Wetland Delineations	
a. Wetland Delineations (\$100)	36
b. Wetland Delineation Dispute	0
c. Wetland Line Survey Reviews	28
d. Additional Footage Fees	\$2,025.94
2. Misc. Activities in Wetlands (\$0, \$50 or \$80 as applicable)	
a. Nuisance Vegetation	4
b. Other	5
3. Impact/Mitigation Proposal (\$645)	3
4. Mitigation Agreements Recorded	2
5. FDOT Reviews	0
B. EPC Delegation/Reviews from State/ Regional/ Federal Authorities	
1. Tampa Port Authority Permit Apps. (\$50 or \$150 as applicable)	0
2. Wastewater Treatment Plants (FDEP)	19
3. FDEP Wetland Resource Apps.	0
4. FDEP Grandfathered Delineation	1
5. SWFWMD Wetland Resource Apps.	0
6. Army Corps of Engineers	0

TOTALS

7.	Interagency Clearinghouse Reviews	0
8.	Development of Regional Impact	1
C. Hills. County/ Municipality Permit Application Reviews		
1.	Land Alteration/Landscaping (\$80)	7
2.	Land Excavation (\$785 or \$650 as applicable)	0
3.	Phosphate Mining	
a.	Unit Review/Reclamation	0
b.	Annual Review/Inspection	0
4.	Rezoning	
a.	Reviews (\$70)	12
b.	Hearings	0
c.	Hearing Prep (hours)	2.5
5.	Site Development/Commercial (\$300)	
a.	Preliminary	11
b.	Construction	8
6.	Subdivision	
a.	Preliminary Plat (\$140)	6
b.	Master Plan (\$550)	0
c.	Construction Plans (\$250)	8
d.	Final Plat (\$90)	22
e.	Waiver of Regulations (\$100)	0
f.	Minor - Survey Subd. \$100)	7
g.	Minor - Certified Parcel (\$100)	1
7.	As-Builts	2

TOTALS

8.	Miscellaneous Reviews (no fees)	
a.	Wetland Setback Encroachment	3
b.	Easement /Vacating	0
c.	NRCS Review	0
9.	Preapplications (no fees)	
a.	Review preparation (hours)	12
b.	Meetings/Reports	0
10.	Development Review Committee (no fees)	
a.	Review preparation (hours)	0
b.	Meetings	0
D. Other Activities		
1.	Unscheduled meetings with members of the public (walk-ins)	68
2.	Other Meetings	86
3.	Telephone conferences	831
4.	Presentations	6
5.	Correspondence	190
6.	Correspondence Review (hours)	15.9
7.	Special Projects (hours)	92.75
8.	On-site visits	60
9.	Appeals	0

ADMINISTRATIVE ENFORCEMENT/ENF. COORDINATOR

A. New Cases Received	1
B. Activities	
1. Ongoing Cases	
a. Active	36
b. Legal	2
c. Tracking	24
2. Number of "Notice of Intent to Initiate Enforcement"	2
3. Number of Citations Issued	0
4. Number of "Emergency Order of the Director"	0
5. Number of Consent Orders Signed	1
C. Cases Closed	
1. Administrative/Civil Cases Closed	1
2. Criminal Cases Closed	0
3. Cases Referred to Legal Dept.	0
D. Contributions to Pollution Recovery	\$300.00
E. Enforcement Cost Collected	\$492.20

INVESTIGATIONS/CQMPIANCE SECTION

A. Complaints

1. Received	58
2. Return Inspections	55
3. Closed	50

B. Warning Notices

1. Issued	15
2. Return Inspections	25
3. Closed	19

C. Mitigation

1. Compliance/Monitoring Reviews	21
2. Compliance Inspections	29

D. Other Activities

1. Case Meetings	3
2. Other Meetings	51
3. Telephone conferences	343
4. File Reviews	23
5. Cases Referred to Enforcement Coordinato	1
6. Letters	42

ADMINISTRATIVE/TECHNICAL SECTIONS

A. Soil Scientist

- | | |
|-------------------------------------|----|
| 1. Case Reviews | 10 |
| 2. Field Soil Investigations | 10 |
| 3. Soil Investigation Notes/Reports | 10 |

Special Projects

1. Supervision of Support Section
2. Hydric Soil Study

B. Administrative Support Staff

- | | |
|------------------------------------|------|
| 1. Public Record/File Reviews | 6 |
| 2. Aerial Reviews | 1 |
| 3. Unscheduled Reviews | 2 |
| 4. Telephone Assistance | 1810 |
| 5. Incoming Projects/Information | 324 |
| 6. Additional Projects/Info logged | 82 |

C. Engineering Staff

- | | |
|------------------------|----|
| 1. Meetings | 21 |
| 2. Reviews | 17 |
| 3. Aerial Reviews | 23 |
| 4. Telephone Inquiries | 51 |

Special Projects

1. Minimum Flows & Levels
2. Technical Advisory Committee

LEGAL DEPARTMENT MONTHLY REPORT
FEBRUARY 11, 1997

A. ADMINISTRATIVE APPEALS

NEW CASES [1]

Southeast Oil and Development Corporation: Third party has requested mediation concerning EPC's Intent to Issue Title V Air Operation Permit to Applicant, Southeast Oil and Development Corporation. The permit in question is for a fiberglass lay-up and abrasive blasting facility located in Thonotosassa. Homeowners in the area of the Facility have requested mediation concerning odor controls.

EXISTING CASES [8]

Marks: Appealed EPC Citation for wetland destruction; settlement negotiations reached impasse. Authority to take appropriate legal action granted in 1995 (See Marks - litigation cases).

Truck Parts of Tampa: EPC cited the owner, California Property, Inc., and lessee Truck Parts, Inc., for violations including the discharge of acid and hydraulic fluid, and the accumulation of solid waste. The owner of the property appealed the Citation and asserted that he is unable to gain access to the property. The lessee did not appeal. Authority to take appropriate legal action granted in 1995 (See Truck Parts - litigation cases).

EPC v. DEP: (Florida Power & Light, Orimulsion conversion project.) EPC requested an administrative hearing, objecting to DEP's proposed permit upon Florida Power & Light's failure to provide the required assurances that environmental regulations would be met. EPC's Executive Director entered a stipulation with FP&L by which EPC objections to the permitting be withdrawn if certain conditions were added to the permit. The Hearing Officer recommended that the conversion project be permitted subject to conditions, including those agreed to in our stipulation. The Governor and Cabinet, sitting as the Power Plant Siting Board entered an order denying the power plant certification. FP&L appealed and DEP Secretary Wetherall is withholding her decision as to the separate PSD (air) permit pending the outcome of FP&L's appeal of the certification denial.

FIBA/Bridge Realty: EPC issued a Citation to the owner, Bridge Realty, and former tenant, FIBA Corp., for various unlawful waste management practices, and ordered that a contamination assessment be conducted, that a report be submitted and contaminated material appropriately handled. Bridge Realty and FIBA appealed. Bridge Realty initiated a limited assessment, and provided staff with a copy of the report which has been reviewed. Additional information has been requested.

Tampa Scrap Processors, Inc.: Appealed EPC Citation for violations relating to the management of solid waste, used oil and hazardous waste. Respondent agreed to proceed with development of an Preliminary Contamination Assessment Plan (PCAP) and implement that plan after EPC staff review and approval. Respondent is reviewing a draft Consent Order. Meeting has been set during which remaining concerns are expected to be resolved.

Metro Recycling & Disposal, Inc. Et al.: Appeal of an EPC citation for operating a Materials Recovery Facility without the proper permits. We have received DEP's confirmation as to the proper application of their rules, and Respondent submitted additional information. Upon DEP's issuing their intent to deny a previous application Metro submitted a new application which DEP is treating as an amendment to the previous application. DEP is expected to act on the application within the month. (See Metro litigation case)

Martin Brothers: EPC is pursuing enforcement of the 1988 Memorandum of Agreement between Pinellas County, KBH, Hillsborough County, EPC and the Martins. EPC met with Hillsborough County, opened negotiations with Pinellas County and are trying to schedule mediation. In the related case in the Pinellas County Circuit Court, EPC provided information regarding necessary reclamation, and, trial in the case filed by the Martins, in Hillsborough County, against KBH is set for this month.

RLN Corporation: Appeal of a EPC Citation directing that two underground storage tanks be upgraded or properly closed. Staff is meeting with Respondent in an effort to resolve.

CASES RESOLVED []

B. LITIGATION CASES

NEW CASES []

EXISTING CASES [16]

Hughes Hard Chrome, Inc.: Authority granted in 1993 regarding water violations. The company, which signed a Consent Order is now out of business on the affected site, but does still exist in the county. Staff is pursuing use of Pollution Recovery Funds to conduct a Preliminary Contamination Assessment, which will cost about \$5,000. Suit has been filed and process served on four of five defendants. Awaiting service on record title owner.

Holley, Raymond, et al: Suit filed against owners for improperly abandoning Underground Storage Tank and to compel proper closure, assessment of contamination, remediation, civil penalties and costs. Default entered; Defendants filed bankruptcy. Property has been auctioned to a third party purchaser who has not yet followed through with the purchase and bankruptcy estate has not taken action to abandon the property.

Marks: Authority granted to take appropriate legal action for restoration of wetlands disturbed by the Mark's activities, penalties and costs. The complaint has been drafted.

Balm Grocery: Received authority in 3/95 to proceed against owners/operators for improperly abandoning underground storage tanks, and for operational problems with 3 active tank systems. The new facility operator has been notified that the facility must be brought into compliance. The abandoned tanks appear to be on County property. County was advised of existing cleanup programs for which the site may be eligible, but in a meeting in December, indicated that the right-of-way may have been vacated. The County Attorney's office is re-researching the situation.

Causeway Station: Authority granted 10/95, to compel upgrades or closure of underground storage tanks (UST), to enforce the applicable operating requirements, and to recover penalties and EPC's enforcement costs. Staff has been working with property owner to remedy violations. Removal of the five previously existing UST's and required closure assessment has been completed. A settlement agreement has been proposed by EPC which requires the removal of the stockpiled contaminated soils as well as the payment of penalty and costs.

Moore Properties of Tampa, Inc.: Filed suit to compel proper closure and removal of abandoned underground storage tanks, recover penalties and EPC's enforcement costs. Default has been entered. In a separate action, by a judgment creditor a receiver has been appointed and is authorized to investigate and bring site into compliance with environmental regulations, and tax certificates on the property have been redeemed by the judgment creditor.

Truck Parts of Tampa: Suit filed against multiple defendants to abate pollution and obtain soil and groundwater assessment, soil and waste tire cleanup, proper disposal, proper management of incoming waste products, costs, and applicable penalties. Proceeding with discovery.

GATX Terminals Corp.: Authority granted 4/96 to compel compliance with standards of the EPC and DEP pertaining to construction and operation of two above ground storage tanks. Staff provided notice to the Port Authority, as requested. A settlement of other environmental issues relating to GATX has been entered into which calls for payment of penalties as well as reimbursement of EPC's costs of enforcement.

Billings Amoco: Authority granted 4/96 to compel compliance with underground storage tank rules. The facility does not appear to have the required release detection nor has the cathodic protection system been adequately tested. The UST system has now been taken out of service and a settlement agreement to resolve the remaining issues has been agreed upon, waiting for execution.

Optimum Petroleum v. Emad Qasem, EPC, et.al: In pursuing the foreclosure of a construction lien, Plaintiff named EPC as a Defendant because of our recorded judgment and injunction regarding an UST on the site. EPC has responded to the Complaint asserting the priority of the agency's judgment lien. No further action has occurred.

Slusmeyer: Slusmeyer has failed to comply with a prior judgment and injunction pertaining to proper closure of underground storage tanks. Discovery as to assets is proceeding so that injunctive relief might be pursued.

Nix v. EPC: An employee released because of budget cuts filed suit against the agency and individuals within the agency alleging, under the Whistle-blowers Act, that her discharge was retaliatory. Plaintiff's Second Amended Complaint has been filed and EPC has once again moved to dismiss.

Larrett Mobile Home Park: Proceeding against owner of Mobile Home Park Wastewater Treatment System for breach of Settlement Agreement, seeking payment of penalties. Complaint has been filed. Awaiting service of process.

Kings Food Mart: Authority granted 9/96 to compel an assessment of extent of reported contamination at a retail gasoline facility and compliance with regulations relating to leak detection of existing the Underground Storage Tank system. Complaint is being drafted.

Skrypek: Authority granted 9/96 to compel assessment for possible contamination and potential on-going pollution source from a illegal landfill operated during late 1970's and early 1980's.

Metro Recycling, Inc. : Authority granted November 14, 1996, in anticipation of DEP permit denial. Notification of forthcoming litigation was provided by EPC staff and Metro has submitted a new application which DEP is treating as an amendment to the previous application. DEP is expected to act on the application within the month.

RESOLVED CASES [1]

Dibbs v. EPC: Dibbs filed a Declaratory Judgment action seeking a declaration that EPC's wetland rule is unconstitutional. EPC moved to dismiss the complaint. Dibbs submitted an application for authorization of wetland impacts. Settlement acknowledging that EPC's wetland rule was not constitutionally infirm, and authorizing certain wetland impacts, was accepted by EPC during the January 1997 regular meeting.

COMMISSION

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MEMO

TO: EPC Commissioners

FROM: Sara M. Fotopulos, Chief Counsel

DATE: February 11, 1997

SUBJECT: UPDATE on EPC-SFWMD Memorandum of Understanding

(1) In May of 1995, the EPC board instructed their Executive Director to proceed with negotiations to obtain delegation of wetland delineation from SWFWMD. Then EPC Chair, Commissioner Joe Chillura, and staff met with officials from SWFWMD, and proceeded to work toward a Memorandum of Understanding. Toward the end of 1995 we had developed a draft agreement, providing that EPC would perform all wetland delineations in Hillsborough County, and providing for close coordination of wetland complaint investigation and enforcement between the two agencies.

(2) EPC raised the draft MOU during the Roundtable discussions in 1996, continuing to encourage its execution.

(3) EPC also submitted to the Roundtable participants a proposal to develop a "team review" approach among the several agencies to facilitate approvals/permitting. As an alternative, the County Administrator's staff recently distributed a draft outline that proposes an all encompassing permitting and review process for the County, EPC, SWFWMD, and DEP into one plan. Unfortunately, the recommendation also specifically suggests that EPC's MOU be again delayed pending development of the more inclusive plan.

(4) EPC Chairman Jan Platt, recently inquired of SWFWMD regarding the MOU and was advised that they wish to proceed. A meeting scheduled between EPC and SWFWMD staff to discuss the MOU had to be recently canceled because of SWFWMD time constraints, but will be shortly re-scheduled. EPC staff hope to proceed with the MOU in the next several weeks. If adjustment or modification becomes necessary at a later date following finalization of an additional interlocal agreement, the MOU would be easy to amend.



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FEBRUARY 12, 1997

ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
POLLUTION RECOVERY TRUST FUND

Fund Balance February 12, 1997 \$670,994.00

Encumbrances Against Fund Balance:

Cypress Head Swamp	16,747.00
Carmichael Dump	30,000.00
Wetland Surveys	1,771.00
Lake Chapman Sea.	2,000.00
Seagrass Study/Sheriff	22,876.00
HCC/USF	15,873.00
Art. Reef FY97	68,384.00
Clayton Lake	65,093.00
Mosi Restoration	55,500.00
Oakview Utilities	75,000.00
American Lung Assoc.	5,000.00
Riverview Civic Center	40,000.00
Thalasssea Study	56,000.00

Total of Encumbrances 454,244.00

Fund Balance Available February 12, 1997 \$216,700.00

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ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
ANALYSIS OF GARDINIER SETTLEMENT TRUST FUND
AS OF FEBRUARY 12, 1997

Fund Balance as of 10/01/96	\$1,362,735.00
Interest Accrued FY97	20,721.00
Disbursements FY97	(8,107.00)
Fund Balance	<u>\$1,375,349.00</u>

Encumbrances Against Fund Balance:

Alafia River, Add. (SWIM/DEP)	9,566.00
McKay Bay Restoration (COT)	50,000.00
Cockroach Bay Exotic Con. (HCC)	8,618.00
Delany Creek Enhance. (H.C. Stormwater)	150,000.00
Hillsborough School /Nurseries	19,200.00
Alafia River/Wolf Branch	300,000.00
Ballast Point Seawall Phase II	25,000.00
Audubon Society Riverview CC	50,000.00

Total of Encumbrances	<u>612,384.00</u>
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Fund Balance Available February 12, 1997	\$ 762,965.00
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AGENDA ITEM SUMMARY SHEET

Date: February 11, 1997

Agenda Item: Quarterly Superfund Report

Description/Summary:

This is a quarterly update on all superfund sites in the county.

Board Action Recommended:

Informational only, no action requested.

COMMISSION

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M E M O R A N D U M

TO: EPC of Hillsborough County Board Members

FROM: Roger Stewart, Executive Director, EPC

DATE: February 5, 1997

**SUBJECT: QUARTERLY STATUS REPORT ON HILLSBOOUGH COUNTY
SUPERFUND SITES**

This memorandum serves as the quarterly status report on Superfund sites in Hillsborough County. The previous quarterly status memorandum was submitted to you on October 28, 1996.

Schuylkill Metals Corporation Site

242,500 tons of contaminated soil have been treated. Contaminated pond sediment and organic matter are being dried and treated. The USEPA estimates that remedial actions should be completed by late February or March 1997.

Sydney Mine Sludge Pond Site

The USEPA is reviewing an intrinsic bioremediation work plan for the surficial aquifer.

62nd Street Dump Site

The remedial action is complete. The USEPA has accepted the Remedial Action report. The site is going through the de-listing process for the USEPA to take off the National Priorities List (NPL). The USEPA is waiting for a letter from the State of Florida for the State's consent to de-list the site from the NPL. Groundwater monitoring is being performed yearly for five years. In 1999, the groundwater quality monitoring data will undergo review by the USEPA.

Helena Chemical Company Site

The USEPA has issued an order for cleanup. The Potential Responsible Parties will be starting a **Treatability Study** as part of the Remedial Design.

Taylor Road Landfill Site

The USEPA is hoping to finalize negotiations on a Consent Decree within a few weeks.

Reeves Southeastern Corporation Site

The excavation of contaminated soil (i.e., operable unit #1) is complete. Another **treatability study** for the contaminated soil had to be performed. The excavated soil still **needs to be solidified**. The remedial design for operable unit #2 (i.e., the contaminated groundwater) is being conducted. Remedial actions for the contaminated groundwater will be implemented in the event that the remedial actions for the contaminated soil is ineffective.

Kassouf-Kimerling Site

The USEPA is coordinating with the Southwest Florida Water Management District's (SWFWMD) SWIM program in order for the Potential Responsible Parties (PRPs) to satisfy the wetland mitigation aspect of the remedial actions. The project that is being considered is the City of Oldsmar's Mobbly Bay project. The USEPA hopes that the wetland mitigation agreement and work will be completed within fiscal year 1997.

Bay Drums/Peak Oil Sites

The Consent Decree has been signed by all parties. The Consent Decree needs to be "lodged" by the Department of Justice. The Remedial Design preliminary work plans for all four operable units are being reviewed by the USEPA and the FDEP. Within the next year, the USEPA hopes that the remedial design will be completed.

Stauffer Chemical Company Site

The Stauffer Chemical Company site was added to the National Priorities List (NPL) on December 23, 1996. A **Treatability Study** has just been completed. A Remedial Design is being conducted for the site.

MRI Corporation Site

The MRI Corporation Site (9220 Stannum Street) was recently added to the National Priorities List (NPL). The potential responsible parties (PRPs) do not want to perform the Remedial Investigation (RI), so the USEPA will conduct a fund-lead RI of the site. The USEPA is in the process of getting a contractor to perform the RI. The earliest RI field work is scheduled to start in April or May 1997.

Normandy Park Apartments

Nothing has happened since the last quarterly status memorandum to you. As stated previously, the responsible party does not want the site to be added to the National Priorities List. The responsible party has claimed to the USEPA that direct contact with contaminated soil has been eliminated due to the construction of concrete coverings. The USEPA said that it is willing to review a risk assessment if the responsible party wishes to provide one. The USEPA might agree to not adding the site to the National Priorities List if the responsible party makes an agreement with the State of Florida concerning future land use and groundwater monitoring of the site.

RPS/CH/TR

xc: Hooshang Boostani, EPC
Paul Schipfer, EPC
Chuck Heintz, EPC
Normandy Park Apartments Site File

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DATE: February 11, 1997

AGENDA ITEM: WATER MANAGEMENT DIVISION

Authorize executive director to execute TBRPC/EPC contract for analysis of stormwater and atmospheric deposition samples.

DESCRIPTION/SUMMARY:

Enclosed is a copy of the proposed contract between TBRPC and EPC for analysis of stormwater and atmospheric deposition samples. EPC was asked to participate in a multi-agency project that will try to determine what portion of selected pollutants in stormwater actually are airborne (atmospheric deposition). Atmospheric deposition has been estimated to be a major contributor of nutrient (nitrogen and phosphorus) and toxic material loadings directly and indirectly to Tampa Bay. The project is designed to determine how much is falling from the atmosphere in terms of tons per square mile.

The overall project cost is approximately \$130,000 and is funded primarily by the State of Florida Dept. of Transportation. The project is managed by the Water Quality Subcommittee NPDES Stormwater Management Task Force. Members include Hillsborough County (Construction and Engineering Services), Manatee County (Stormwater Management), Pinellas County (Dept. of Env. Management), Southwest Florida Water Management District, Polk County, City of Tampa, City of St. Petersburg, Tampa Bay Regional Planning Council, Tampa Bay National Estuary Program, Bromwell Carrier Inc. and EPC.

Contractual management is being administered by the Tampa Bay Regional Planning Council on behalf of the Florida Department of Transportation.

The project is expected to start in March 1997. EPC's part in the project includes analysis of 16 water and 16 air samples per week for a period of 40 weeks. Samples will be analyzed for specific nutrients. EPC costs for services provided are estimated at \$25,725.00.

BOARD ACTION RECOMMENDED:

EPC Board to authorize executive director to execute TBRPC/EPC contract for analysis of stormwater and atmospheric deposition samples.

297.FEB



Tampa Bay
Regional
Planning
Council

9455 Koger Boulevard
St. Petersburg, FL 33702-2491
(813) 577-5151/Tampa 224-9380
Suncom 586-3217

January 28, 1997

Mr. Tom Cardinale
Environmental Protection Commission
of Hillsborough County
1900 9th Avenue
Tampa, FL 33605

Officers

Chairman
Commissioner
John Gause

Vice-Chairman
Councilman
Armand "Sandy" Burke

Secretary/Treasurer
Commissioner
Steven M. Seibert

Executive Director
Julia E. Greene

Dear Mr. Cardinale:

Re: Contract for Analysis of Stormwater and Atmospheric Deposition Samples

Enclosed is a copy of the proposed contract between TBRPC and EPCHC for the above-referenced project. Please review it and forward it through the proper channels so that it can be executed as soon as possible. I will place it on the agenda of the TBRPC for consideration at its February 10th meeting.

As you will note, this contract is effectively the same as the contract EPCHC had with the us (on behalf of the Tampa Bay National Estuary Program) for the "Taxonomic Analysis of Benthic Samples (T-95-03)". The only difference is in the removal of federal requirements and two reporting forms.

Please let us know, as soon as possible, if there are significant changes needed to this draft. I expect our Council to approve it for the Chairman's signature on February 10th. After his signature two original copies will be forwarded for execution by the Board of County Commissioners of Hillsborough County.

Please call me if you have any questions or need anything further (577-5151, Ext. 240).

Sincerely,

Suzanne T. Cooper, AICP
Principal Planner

encl.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE TAMPA BAY REGIONAL PLANNING COUNCIL
AND
ENVIRONMENTAL PROTECTION COMMISSION
OF HILLSBOROUGH COUNTY
FOR THE
ANALYSIS OF STORMWATER AND ATMOSPHERIC DEPOSITION SAMPLES

THIS AGREEMENT is entered into this 10th day of February, 1997 by and between the TAMPA BAY REGIONAL PLANNING COUNCIL (TBRPC) on behalf of the Florida Department of Transportation (FDOT) and the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY hereinafter referred to as the EPCHC.

WITNESSETH:

WHEREAS, the TBRPC was chosen by the Florida Department of Transportation to administer funds for the implementation of a water quality monitoring program; and

WHEREAS, EPCHC has a certified laboratory capable of performing certain tasks required for the water quality monitoring program;

NOW, THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Covenant for Services.

The TBRPC does hereby retain the Environmental Protection Commission of Hillsborough County (EPCHC) to perform the "consultant and professional services" as defined herein, and the EPCHC does hereby agree to perform such services hereinafter referred to as the "PROJECT", for TBRPC upon the terms and conditions set forth in this agreement.

2. Definitions, Scope, and Quality of Services.

The scope of work to be performed by the EPCHC with respect to the PROJECT is attached hereto and incorporated herein as Exhibit "A". The EPCHC shall consult with the TBRPC during development of the PROJECT and TBRPC shall be entitled to review any and all work progress of the EPCHC. TBRPC will be provided fifteen (15) working days to review and approve all draft work products; and the EPCHC shall provide to the TBRPC, upon completion, fifteen (15) copies of the Project Report.

3. Consideration for Consultant Services.

a) The TBRPC will make available to the EPCHC a sum not to exceed TWENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-EIGHT (\$25,728.00) Dollars for completion of the project entitled "Analysis of Stormwater and Atmospheric Deposition Samples", previously referred to as the PROJECT.

b) The EPCHC shall submit completed invoices along with a progress report to TBRPC with certification that the invoices are accurate and in accordance with the terms of this agreement and the approved budget. Invoices for both services and expenses shall be submitted on the form provided as Exhibit "B". Invoices shall be submitted no more than monthly and for completed work only. The TBRPC shall remit to the EPCHC within 30 days the entire invoice amount up to the total amount allocated for each task and upon certification by the TBRPC Project Manager that it is consistent with the project budget and otherwise in accordance with the terms of this agreement.

c) EPCHC shall submit the final invoice for payment to TBRPC no more than sixty (60) days after the agreement ends or is so terminated; if EPCHC fails to do so, all right to payment is forfeited, and TBRPC will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this agreement may be withheld until all work products due from EPCHC, and necessary adjustments thereto, have been approved by the TBRPC Project Manager and the TBRPC.

d) Invoices requesting payment must be sent to the contract administrator at the following address:

Manny Pumariega
Deputy Director
Tampa Bay Regional Planning Council
9455 Koger Boulevard, Suite 219
St. Petersburg, Florida 33702

It is understood by the parties that the EPCHC is responsible for the appropriate expenditure of the funds provided to it by the TBRPC and shall only expend such funds pursuant to the terms and conditions of this agreement and shall not utilize such funds for any other purpose.

4. Requirements of Section 287.058, Florida Statutes.

The EPCHC agrees:

a) To submit bills for fees or other compensation for services or expenses in sufficient detail for a proper pre-audit and post-audit thereof.

b) Where applicable, to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

c) To provide units of deliverables, including reports, findings, and drafts as specified in this agreement and the scope of work, to be received and accepted by the project manager prior to payment.

d) To allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the EPCHC in conjunction with this agreement.

e) That any products or materials which are the subject of, or are required to carry out this agreement shall be produced in accordance with the provisions of Section 403.7065, Florida Statutes.

5. Audits and Records.

The EPCHC agrees:

a) To maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the TBRPC under this agreement.

b) To assure that these records shall be subject at all reasonable times to inspection, review, audit, copy, or removal from premises by TBRPC personnel and other personnel duly authorized by the TBRPC.

c) To maintain and file with the TBRPC such progress, fiscal and other reports as the TBRPC may require within the period of this agreement. Such reporting requirements must be reasonable given the scope and purpose of this agreement.

d) To include these aforementioned audit and record keeping requirements in all approved subcontracts.

6. Reimbursement for Authorized Expenses.

If provided for by the terms of this agreement, the EPCHC shall be reimbursed for approved expenses incurred under and pursuant to performance of this agreement. Approved expenses shall mean those expenses specifically authorized by this agreement, or those expenses for which the EPCHC has sought and obtained, prior to the expenses being incurred, written authorization and approval, on a specific item basis from the TBRPC. All invoices and requests for reimbursement shall be submitted and records maintained in compliance with applicable State laws, rules, regulations, and guidelines, and policies of the TBRPC.

7. Period of Agreement.

This agreement shall begin upon execution and end on October 30, 1997 inclusive.

8. Indemnification.

To the extent authorized by law, the parties indemnify and hold harmless each other and/or all of its officers, employees or agents from any and all suits, claims, demands, actions, causes of actions, judgments, liability loss, damage, attorney's fees, court costs or expenses of any kind, which each party, its officers, employees, and agents may incur arising from the negligence of either party during the performance of any provision of this agreement or from the activities of the TBRPC, as aforesaid under the provisions of this agreement.

In the event that both parties are determined or found to be negligent, then to the extent authorized by Section 768.28, Florida Statutes (1987) and/or other limiting law providing for sovereign immunity, each shall bear its proportionate share of the negotiated or adjusted liability. Each party and/or its insurer shall have the ultimate responsibility for defense and payment of any suit, claim, demand, cause of action, judgment, liability, loss damage, attorney's fees, court costs, and expenses of any kind arising out of or as a result of this agreement, to the extent that each or either party is a named defendant. Nothing contained herein shall prejudice the right of either party to look to a liability insurer for defense and payment of all suits, claims, demands, as aforesaid including reasonable attorney's fees, court costs, and expenses of any reasonable attorney's fees, court costs, and expenses of any kind for which either party may be liability pursuant hereunder.

9. Availability of Funds.

The performance by either party under this agreement shall be subject to and contingent upon the availability of moneys lawfully appropriated and applicable for the purposes of this agreement.

10. Termination.

a) This agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This agreement may be terminated in whole or part in writing by the TBRPC or the EPCHC for its convenience, provided that the other party to this agreement is given: (1) not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the TBRPC, or if termination for convenience is effected by EPCHC, EPCHC shall be compensated for the work it has satisfactorily completed. If termination for default is effected by EPCHC, or if the termination for convenience is effected by TBRPC, EPCHC shall be compensated for the work it has satisfactorily completed and for costs reasonably incurred by the EPCHC relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action under paragraphs a. or b. above, the EPCHC shall: (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the TBRPC all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the EPCHC in performing this agreement, whether completed or in process.

11. Suspension.

a) Reasonable Cause

The TBRPC may, for reasonable cause, temporarily suspend the use of funds by EPCHC pending corrective action, or pending a decision of terminating the agreement. Reasonable cause is such cause as would compel a reasonable person to suspend the use of funds pursuant to this agreement; it includes, but not limited to, the EPCHC failure to permit inspection of records, or to provide reports, or to rectify deficiencies noted by the TBRPC within the time specified by the TBRPC, or to utilize funds as agreed in this agreement, or such other cause as might constitute breach of any of the terms of this agreement.

b) The TBRPC may prohibit the EPCHC from receiving further payments and may prohibit the EPCHC from incurring additional obligations of funds. The suspension may apply to any part, or to all of the EPCHC obligations.

c) To suspend operations of the EPCHC, the TBRPC will notify the EPCHC in writing by Certified Mail of: the action taken, the reason(s) for such action; and the conditions of the suspension. The notification will also indicate: what corrective actions are necessary to remove the suspension, and any effect upon the time limits provided in 3.c, 7. and Exhibit A.

12. Retention of Records.

The EPCHC agrees:

a) To retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement for a period of three (3) years after termination of this agreement, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) The TBRPC shall have full access to and the right to examine any of said records and documents during said retention period.

13. Modification of Agreement.

This agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement.

14. Project Managers.

The EPCHC and the TBRPC shall each designate a Project Manager to act as primary contact for all matters relevant to this agreement. The Project Manager for TBRPC shall be SUZANNE COOPER, 9455 Koger Boulevard, St. Petersburg, Florida 33702. The Project Manager for the EPCHC is Tom Cardinale, 1900 - 9th Avenue, Tampa, Florida 33605.

15. Notices.

All notices and other communications received or permitted to be given under the agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted and addressed to the appropriate party at the following address or such other address as may be given to the parties:

- a) Environmental Protection Commission
of Hillsborough County
c/o Roger Stewart
1900 - 9th Avenue
Tampa, FL 33605
- b) Tampa Bay Regional Planning Council
c/o Manny Pumariega, Deputy Director
Tampa Bay Regional Planning Council
9455 Koger Boulevard, Suite 219
St. Petersburg, Florida 33702

16. Members Liability.

No covenant, stipulation, obligation, or agreement contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future member of the governing body or agent or employee of TBRPC, nor any official executing this agreement shall be liable personally or be subject to any accountability for reasons of execution by the TBRPC or the EPCHC of this agreement or any act pertaining thereto.

17. Assignment.

This agreement may not be assigned by either party without the express written consent of the other. The parties each bind itself, its successors, assigns, and legal representatives to the other party hereto and to the successors, assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained herein.

18. Payment Limitations.

Project costs incurred prior to the effective date of this agreement are not fundable under this agreement.

19. Patents and Copyrights.

If any discovery or invention arises or is developed in the course of, or as a result of, work or services performed under this agreement, or in any wise connected herewith, the EPCHC shall refer the discovery or invention to the TBRPC to determine whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films or other copyrightable material are produced, the EPCHC shall notify the TBRPC and all copyrights accruing under or in connection with the performance under this agreement are hereby reserved to the State of Florida.

20. Governing Laws.

Nothing in this agreement shall be effective if contrary to Statutory authority.

This agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed by their undersigned officials as duly authorized as of the day and year first abovementioned.

TAMPA BAY REGIONAL PLANNING COUNCIL

BY: Armand Burke

ARMAND BURKE CHAIRMAN
(Printed Name and Title)

ATTEST: Stame Cooper

Federal Employer I.D. Number: 59-1027141

ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY

BY: _____

(Printed Name and Title)

ATTEST: _____

Federal Employer I.D. Number: 59-6000661

TAMPA BAY REGIONAL PLANNING COUNCIL
ANALYSIS OF STORMWATER AND ATMOSPHERIC DEPOSITION SAMPLES

Description of Work:

The EPCHC Water Division will perform the analysis of stormwater and atmospheric deposition samples for specific nutrients.

1. The nutrients to be analyzed in each sample shall be Nitrate/Nitrite (NO₂/NO₃), Total Kjeldahl Nitrogen (TKN) and Total Phosphorus (TP).
2. A maximum of 16 water and 16 air samples per week, including blanks, will be delivered to the EPCHC lab. The sample collection period will be 40 weeks.
2. The Analysis Methods used shall be:

NO ₂ /NO ₃	EPA Method #353.2
TKN	EPA Method #351.2
TP	EPA Method #365.1
3. Detection limits for the analyses shall be:

NO ₂ /NO ₃	0.005 mg/l
TKN	0.05 mg/l
TP	0.05 mg/l
4. EPCHC shall provide the results of the analyses to TBRPC on a monthly basis, except the final month. The results of the final month's analyses shall be provided upon completion. The results shall be provided in hard copy and magnetic form, in a mutually acceptable format.

Costs:

The charge for analysis of each sample shall be \$20.10, to include :

Nitrate/Nitrite (NO ₂ /NO ₃)	\$8.09
Total Kjeldahl Nitrogen (TKN)	\$5.08
Total Phosphorus (TP)	\$6.93

This amount includes the complete cost of processing each sample according to the methods outlined above.

The expenses of the EPCHC for this project, including chemicals, laboratory supplies and equipment, are:

Estimated Chemicals..... \$2,000.00

Estimated Supplies:

A.	TRAACS Flow Cell Assembly 2 (10mm)....	700.00
B.	TRAACS Flow Cell Assembly 2 (30mm)....	1,120.00
C.	Misc. Supplies.....	3,058.00

Estimated Equipment:

A.	TRAACS Pump Assembly (Roller Drive)..	2,400.00
B.	TRAACS Pump Assembly (Slave Pump)...	2,350.00
C.	TRAACS HP Laser Jet Printer.....	1,800.00
D.	TRAACS XYZ Sampler.....	12,300.00

The total amount to be billed shall not exceed \$25,728.00. The actual amount shall be based upon the number of samples processed.

TAMPA BAY REGIONAL PLANNING COUNCIL
APPROVED INVOICE FORMAT

PROJECT SUMMARY

PROJECT NAME:
CONTRACTOR:
INVOICE NUMBER: FOR THE PERIOD _____ TO _____

	CURRENT INVOICE	CUMULATIVE TOTAL BILLED
Salaries		
Fringes (if not included in salaries)		
Materials/Supplies		
Indirect Overhead		
Travel		
Subcontractors		
Other Costs		
TOTAL COST		

I hereby certify that costs requested for reimbursement are directly related to performance under the contract, are allowable, allocable, properly documented, and in accordance with the approved project budget, and this invoice covers _____ percent of work completed under this agreement.

Date

COMMISSION

DOTTIE BERGER
JOE CHILLURA
CHRIS HART
JIM NORMAN
JAN PLATT
THOMAS SCOTT
ED TURANCHIK

EXECUTIVE DIRECTOR

ROGER P. STEWART



ADMINISTRATIVE OFFICES, LEGAL &
WATER MANAGEMENT DIVISION
1900 - 9TH AVENUE
TAMPA, FLORIDA 33605
TELEPHONE (813) 272-5960
FAX (813) 272-5157

AIR MANAGEMENT DIVISION
TELEPHONE (813) 272-5530

WASTE MANAGEMENT DIVISION
TELEPHONE (813) 272-5788

WETLANDS MANAGEMENT DIVISION
TELEPHONE (813) 272-7104

AGENDA ITEM SUMMARY SHEET

Date: February 12, 1997

Agenda Item: Gardinier Settlement Trust Fund (GSTF)

Description/Summary:

Attached is a brief description and summary of the proposals that were submitted for funding from GSTF.

Board Action Recommended:

Approval as recommended by EPC/FDEP