

**EPC COMMISSIONERS**

Kevin Beckner, *Chair*  
Lesley "Les" Miller, Jr., *Vice Chair*  
Victor D. Crist  
Ken Hagan  
Al Higginbotham  
Sandra L. Murman  
Mark Sharpe



Richard Garrity, Ph.D.  
*Executive Director*

Richard Tschantz, Esq.  
*General Counsel*

**EPC MEETING AGENDA**  
**SEPTEMBER 19, 2013**

*Meetings commence at 9:00 a.m.*

*601 East Kennedy Boulevard, Tampa, FL*

*County Center Board Room 2<sup>nd</sup> Floor*

**INVOCATION AND PLEDGE OF ALLEGIANCE**

**APPROVAL OF CHANGES TO THE AGENDA**

**REMOVAL OF CONSENT AGENDA ITEMS FOR QUESTIONS, COMMENTS, or SEPARATE VOTE**

**I. PUBLIC COMMENT**

Three (3) Minutes Are Allowed for Each Speaker (unless the Commission directs differently)

**II. CITIZENS' ENVIRONMENTAL ADVISORY COMMITTEE**

Summary of recent CEAC meeting by CEAC Chair

**III. CONSENT AGENDA**

- A. Approval of Minutes: August 15, 2013 .....3
- B. Monthly Activity Reports – August 2013.....9
- C. Pollution Recovery Fund Report – August 2013 .....21
- D. Gardinier Settlement Trust Fund Report – August 2013 .....23
- E. Legal Case Summary, September 2013.....25
- F. Renewal of Inter-local Agreement b/t County and EPC for Laboratory Services .....29
- G. Equity Adjustment for Executive Director Pursuant to Employment Agreement .....39

**IV. LEGAL & ADMINISTRATIVE SERVICES**

Presentation of Certificate of Appreciation honoring Intern Joseph Owens .....41

**V. CONTINUANCE OF FINAL ORDER HEARING**

Baldor vs EPC Boatlift Permitting Appeal (EPC Case No. 12-EPC-015).....43

**VI. WATER MANAGEMENT DIVISION**

Approval of 2013 Pollution Recovery Fund Grant Projects .....45

**VII. WASTE MANAGEMENT DIVISION**

- A. Advance Leadership Development Program Presentation – Green Star Program.....59
- B. Presentation of Green Star Certifications .....61

**VIII. AIR MANAGEMENT DIVISION**

- A. Report on County Energy Planning - Joshua Belloti .....63
- B. Update on Sulfur Handling in Hillsborough County .....65

**IX. EXECUTIVE DIRECTOR REPORT**

- A. Update on Sterling Examiners visit
- B. Update on EPC Feedback Groups

Any person who might wish to appeal any decision made by the EPC 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.

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AUGUST 15, 2013 - ENVIRONMENTAL PROTECTION COMMISSION - DRAFT MINUTES

The Environmental Protection Commission (EPC), Hillsborough County, Florida, met in Regular Meeting scheduled for Thursday, August 15, 2013, at 9:00 a.m., in the Boardroom, Frederick B. Karl County Center, Tampa, Florida.

The following members were present: Chairman Kevin Beckner and Commissioners Victor Crist (arrived at 9:23 a.m.), Ken Hagan, Al Higginbotham, Lesley Miller Jr., Sandra Murman, and Mark Sharpe (arrived at 9:54 a.m.).

CALL TO ORDER

▶ Chairman Beckner called the meeting to order at 9:06 a.m.

▶ INVOCATION AND PLEDGE OF ALLEGIANCE

CHANGES TO THE AGENDA

▶ Dr. Richard Garrity, EPC Executive Director, requested Item V.C., presentation of green star certifications, be the first item heard under Item V., Waste Management Division, and added Item VI.B., Tampa Port Authority (TPA) gulf sulfur terminal update, to Item VI., Air Management Division. ▶ Chairman Beckner called for a motion to approve the changes. Commissioner Murman so moved, seconded by Commissioner Miller, and carried five to zero. (Commissioners Crist and Sharpe had not arrived.)

I. PUBLIC COMMENT

The following people spoke in support of upholding the hearing officer's recommended order and denying the final order hearing for Baldor vs. EPC boatlift permitting appeal (EPC Case 12-EPC-015): ▶ Attorney Cathleen O'Dowd, with Shumaker, Loop, and Kendrick LLP, representing Mr. Paul Byrum III, neighbor, and ▶ Mr. Byrum, 4921 Lyford Cay Road. ▶ Attorney Richard Tschantz, EPC General Counsel, stated new evidence could not be offered. Mr. Byrum continued commenting on boatlift construction alternatives.

▶ Attorney Pamela Jo Hatley, 14519 North 18th Street, talked about environmental regulations and criticisms placed on the EPC for enforcement.

THURSDAY, AUGUST 15, 2013 - DRAFT MINUTES

II. CITIZENS ENVIRONMENTAL ADVISORY COMMITTEE (CEAC)

Summary of recent CEAC meeting by CEAC Chairman

▶ Attorney Hatley, CEAC Chairman, highlighted the CEAC meeting.

III. CONSENT AGENDA

- A. Approval of Minutes: June 20, 2013.
- B. Monthly Activity Reports - June and July 2013.
- C. Pollution Recovery Fund Report - June and July 2013.
- D. Gardinier Settlement Trust Fund Report - June and July 2013.
- E. Legal Case Summaries, July and August 2013.
- F. 2013 Second Quarter Action Plan Updates.
- G. Select Performance Measure Goals for 2013.

▶ Chairman Beckner called for a motion to approve the Consent Agenda. **Commissioner Miller so moved, seconded by Commissioner Murman, and carried five to zero.** (Commissioners Crist and Sharpe had not arrived.)

IV. FINAL ORDER HEARING

Baldor vs. EPC - Boatlift Permitting Appeal (EPC Case 12-EPC-015)

▶ Attorney Tschantz outlined the case history and the process to be followed. Chairman Beckner opened oral argument. ▶ Attorney Anthony Cuva, with Bajo Cuva Cohen and Turkel P.A., representing Mr. Javier Baldor, stated the issue involved whether the previous boatlift was grandfathered under the State statute. ▶ Mr. Baldor, 4923 Lyford Cay Road, appellant, discussed the dock/boatlift history, addressed e-mails relative to permitting, and touched on submerged lands management (SLM) rules. ▶ Attorney Tschantz responded to Commissioner Miller about entering new evidence. Mr. Baldor spoke to SLM time limits and environmental/safety concerns. ▶ Attorney Rick Muratti, EPC Legal Department, replied to Commissioner Higginbotham and Attorney Tschantz concerning public record requests. Mr. Baldor and Attorney Cuva remarked on public records requests history.

THURSDAY, AUGUST 15, 2013 - DRAFT MINUTES

▶ Attorney Muratti gave reasons for requesting the EPC Board uphold the hearing officer's recommendation of denial, illustrated photographs, referred to the TPA setback rules/the hearing officer's ruling, rebutted e-mail testimony, noted the TPA support, referenced case law, and gave boatlift alternatives. ▶ Attorney Tschantz suggested the EPC Board enter a final order that upheld the recommended order, findings of fact, and conclusions of law, in their entirety, and the appellant's exceptions dated March 7, 2013, be rejected.

▶ Discussion ensued on public records requests, legal interpretation, clarifying testimony, time limits for setbacks, boatlift alternatives, and grandfathered structures. ▶ Commissioner Crist recused himself, noting a conflict of interest. Responding to Commissioner Murman, Mr. Baldor expressed efforts to work with Mr. Byrum. ▶ Dr. Scott Emery, Director, EPC Wetlands Management Division, explained reasons for not mediating. Following dialogue, ▶ Commissioner Murman moved to continue and bring back to the next meeting, seconded by Commissioner Higginbotham. Subsequent to talks, ▶ Chairman Beckner clarified the motion included continuing the hearing to the next EPC meeting and directing staff to bring both sides together to negotiate a settlement with the understanding new evidence would not be introduced and the case would be based on the facts agreed to by the parties prior to that. Commissioner Murman agreed. After explanation, ▶ the motion carried six to zero; Commissioner Crist abstained.

V. WASTE MANAGEMENT DIVISION

A. Update on Superfund Sites in the County

▶ Mr. Hooshang Boostani, Director, EPC Waste Management Division, presented the item. ▶ Mr. Andy Schipfer, EPC, detailed the item, as submitted in background material. Chairman Beckner made comments.

B. Brownfields Redevelopment Annual Report Presentation

▶ Following remarks, Mr. Boostani introduced ▶ Mr. Anthony Gilboy, EPC Brownfields Coordinator, who reviewed the item, as provided in background material, and replied to ▶ Commissioner Crist regarding using Brownfields as an incentive to attract businesses. Subsequent to conversation, ▶ Mr.

Boostani reported staff was working with Economic Development and the Tampa Hillsborough Economic Development Corporation. Commissioner Miller offered laudatory statements.

C. Presentation of Green Star Certifications

▶ Mr. Boostani announced the Green Star facilities, as provided in background material. Chairman Beckner made appreciative comments. Mr. Boostani distributed certificates to Messrs. Daniel White, Brandon Mitsubishi-Hyundai; Patrick Driscoll, Bridgestone Americas Tire Operations LLC; Don Johnson, Ferman Mazda; Jeff Coughlin, Jarrett-Scott Ford Incorporated; Robert Albright, Kauffman Tire Incorporated; Gordon Marks Jr., Marks Air Incorporated; Larry Folino, Rivard Buick GMC Incorporated; Timothy Bowen, Southern Air Systems Incorporated; and Bill Annable, Stingray Chevrolet LLC.

VI. AIR MANAGEMENT DIVISION

A. New Tampa Interstate 75 Corridor Noise Update

▶ Mr. Jerry Campbell, Director, EPC Air Management Division, detailed the item, as furnished in background material. After inquiring about a noise resolution, ▶ Chairman Beckner proposed the community, Florida Department of Transportation (FDOT), and EPC Board work together on the issue. ▶ Commissioner Crist asked Ms. Maggie Wilson, Tampa Palms Community Development District, about tree planting efforts and elaborated on the removal of previous buffering. Ms. Smith continued to provide information. Talks followed. ▶ Ms. Amy Neidringhaus, FDOT, spoke to Buckingham at Tampa Palms community concerns and responded to ▶ Chairman Beckner in regard to help with additional issues.

B. TPA Gulf Sulfur Terminal Update

▶ Mr. Campbell provided the update; showed a photograph, as submitted in background material; and would continue to meet with the TPA and coordinate with Fire Rescue. ▶ After advising on ongoing TPA resolutions and suggestions to work with County Code Enforcement, Commissioner Murman requested the TPA temporarily cease business operations, noting public safety issues. Dr. Garrity stated EPC's tank inspections/rules did not include sulfur and would collaborate with the TPA. ▶ Subsequent to discussion on annual tank inspections and Florida Department of

THURSDAY, AUGUST 15, 2013 - DRAFT MINUTES

Environmental Protection's rules, ► Chairman Beckner suggested staff give an update at the next EPC meeting and work with Commissioner Murman and State Representative Dana Young to let the EPC Board know if there was anything that could be done, such as a resolution or what could be done as an agency. Commissioner Murman said to inform Mr. Brandon Wagner, Operations and Legislative Affairs Officer, and put the item on the list of legislative issues for the upcoming year. Dr. Garrity agreed.

VII. EXECUTIVE DIRECTOR REPORT

► Dr. Garrity noted Ms. Jackelyn Julien, EPC, would be leaving the EPC to work with the TPA. Ms. Julien offered comments. EPC Board members made appreciative remarks.

► There being no further business, the meeting was adjourned at 11:16 a.m.

READ AND APPROVED: \_\_\_\_\_

CHAIRMAN

ATTEST:

PAT FRANK, CLERK

By: \_\_\_\_\_  
Deputy Clerk

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**FY 13 - MONTHLY ACTIVITIES REPORT  
AIR MANAGEMENT DIVISION**

**AUG**

**A. Public Outreach/Education Assistance**

1	Phone calls	163
2	Literature Distributed	1
3	Presentations	5
4	Media Contacts	3
5	Internet	36
6	Host/Sponsor Workshops, Meetings, Special Events	0

**B. Industrial Air Pollution Permitting**

1 Permit Applications received (Counted by Number of Fees Received)

a.	Operating	2
b.	Construction	6
c.	Amendments / Transfers / Extensions	3
d.	Title V Operating:	0
e.	Permit Determinations	0
f.	General	2

2 Delegated Permits Issued by EPC and Non-delegated Permits Recommended to DEP for Approval (<sup>1</sup>Counted by Number of Fees Collected)-(<sup>2</sup>Counted by Number of Emission Units affected by the Review):

a.	Operating <sup>1</sup>	1
b.	Construction <sup>1</sup>	5
c.	Amendments / Transfers / Extensions <sup>1</sup>	4
d.	Title V Operating <sup>2</sup>	3
e.	Permit Determinations <sup>2</sup>	0
f.	General	6
3	Intent to Deny Permit Issued	0

**C. Administrative Enforcement**

1	New cases received	1
2	On-going administrative cases	
	a. Pending	1
	b. Active	2
	c. Legal	2
	d. Tracking compliance (Administrative)	10
	e. Inactive/Referred cases	0
	<b>TOTAL</b>	<b>15</b>
3	NOIs issued	0
4	Citations issued	0
5	Consent Orders Signed	1
6	Contributions to the Pollution Recovery Fund	\$600.00
7	Cases Closed	0

**D. Inspections**

**FY 13 - MONTHLY ACTIVITIES REPORT  
AIR MANAGEMENT DIVISION**

		<u>AUG</u>
1	Industrial Facilities	11
2	Air Toxics Facilities	
	a. Area Sources (i.e. Drycleaners, Chrome Platers, etc.)	0
	b. Major Sources	5
3	Asbestos Demolition/Renovation Projects	33
E.	Open Burning Permits Issued	1
F.	Number of Division of Forestry Permits Monitored	280
G.	Total Citizen Complaints Received	35
H.	Total Citizen Complaints Closed	25
I.	Noise Complaints Received by EPC (Chapter 1-10)	11
J.	Noise Complaints Received by Sheriff's Office (County Ord. #12-12)	290
K.	Number of cases EPC is aware that both EPC & Sheriff responded	0
	a. World of Beers (Oct.)	
	b. Brass Mug (Dec.)	
	c. The Rack (Jan.)	
	d. Brass Mug (Feb.)	
L.	Noise Sources Monitored:	2
M.	Air Program's Input to Development Regional Impacts:	4
N.	Test Reports Reviewed:	74
O.	Compliance:	
1	Warning Notices Issued	8
2	Warning Notices Resolved	1
3	Advisory Letters Issued	1
P.	AOR'S Reviewed	15
Q.	Permits Reviewed for NESHAP Applicability	2
R.	Planning Documents coordinated for Agency Review	1

**FY 13 - MONTHLY ACTIVITIES REPORT  
WASTE MANAGEMENT DIVISION**

**AUG**

**A. ENFORCEMENT**

1.	New cases received	-
2.	On-going administrative cases	60
	Pending	1
	Active	19
	Legal	3
	Tracking Compliance (Administrative)	34
	Inactive/Referred Cases	3
3.	NOI's issued	-
4.	Citations issued	-
5.	Consent Orders and Settlement Letter Signed	1
6.	Civil Contributions to the Pollution Recover Fund (\$)	\$25K
7.	Enforcement Costs Collected (\$)	\$ 2,478
8.	Cases Closed	2

**B. SOLID AND HAZARDOUS WASTE**

1.	FDEP Permits Received	0
2.	FDEP Permits Reviewed	0
3.	EPC Authorization for Facilities NOT Requiring DEP Permit	0
4.	Other Permits and Reports	
	County Permits Received	9
	County Permits Reviewed	10
	Reports Received (SW/HW + SQG)	16
	Reports Reviewed (SW/HW + SQG)	17
5.	Inspections (Total)	
	Complaints (SW/HW + SQG)	12
	Compliance/Reinspections (SW/HW + SQG)	12
	Facility Compliance	29
	Small Quantity Generator Verifications	125
	P2 Audits	0
6.	Enforcement (SW/HW + SQG)	
	Complaints Received	13
	Complaints Closed	16
	Warning Notices Issued	1
	Warning Notices Closed	2
	Compliance Letters	39
	Letters of Agreement	0
	Agency Referrals	3
7.	Pamphlets, Rules and Material Distributed	52

**C. STORAGE TANK COMPLIANCE**

1.	Inspections	
	Compliance	77
	Installation	3
	Closure	8
	Compliance Re-Inspections	6
2.	Installation Plans Received	2

**FY 13 - MONTHLY ACTIVITIES REPORT  
WASTE MANAGEMENT DIVISION**

**AUG**

3.	Installation Plans Reviewed	2
4.	Closure Plans & Reports	
	Closure Plans Received	3
	Closure Plans Reviewed	4
	Closure Reports Received	3
	Closure Reports Reviewed	2
5.	Enforcement	
	Non-Compliance Letters Issued	46
	Warning Notices Issued	-
	Warning Notices Closed	-
	Cases Referred to Enforcement	-
	Complaints Received	-
	Complaints Investigated	-
	Complaints Referred	-
6.	Discharge Reporting Forms Received	1
7.	Incident Notification Forms Received	4
8.	Cleanup Notification Letters Issued	1

**D. STORAGE TANK CLEANUP**

1.	Inspections	6
2.	Reports Received	57
3.	Reports Reviewed	59
	Site Assessment Received	4
	Site Assessment Reviewed	5
	Source Removal Received	2
	Source Removal Reviewed	1
	Remedial Action Plans (RAP'S) Received	2
	Remedial Action Plans (RAP'S) Reviewed	2
	Site Rehabilitation Completion Order/No Further Action Rec'd	-
	Site Rehabilitation Completion Order/No Further Action Revw'd	-
	Active Remediation/Monitoring Received	35
	Active Remediation/Monitoring Reviewed	36
	Others Received	14
	Others Reviewed	15

**E. RECORD REVIEWS**

13
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**F. LEGAL PIR'S**

8
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**FY 13 - MONTHLY ACTIVITIES REPORT  
WATER MANAGEMENT DIVISION**

**AUG**

<b>A. ENFORCEMENT</b>		
1.	New Enforcement Cases Received	1
2.	Enforcement Cases Closed	-
3.	Enforcement Cases Outstanding	31
4.	Enforcement Documents Issued	
5.	Recovered Costs to the General Fund	\$ 2,478
6.	Contributions to the Pollution Recovery Fund	\$ 25,000
<b>B. PERMITTING/PROJECT REVIEW - DOMESTIC</b>		
1.	Permit Applications Received	18
	a. Facility Permit	3
	(i) Types I and II	1
	(ii) Type III	2
	b. Collection Systems - General	10
	c. Collection systems-Dry Line/Wet Line	5
	d. Residuals Disposal	-
2.	Permit Applications Approved	31
	a. Facility Permit	-
	b. Collection Systems - General	10
	c. Collection systems-Dry Line/Wet Line	10
	d. Residuals Disposal	-
	e. Final Construction Approval	11
3.	Permit Applications Recommended for Disapproval	1
	a. Facility Permit	-
	b. Collection Systems - General	1
	c. Collection systems-Dry Line/Wet Line	-
	d. Residuals Disposal	-
4.	Permit Applications (Non-Delegated)	-
	a. Recommended for Approval	-
5.	Permits Withdrawn	1
	a. Facility Permit	-
	b. Collection Systems - General	1
	c. Collection systems-Dry Line/Wet Line	-
	d. Residuals Disposal	-
6.	Permit Applications Outstanding	61
	a. Facility Permit	10
	b. Collection Systems - General	20
	c. Collection systems-Dry Line/Wet Line	31
	d. Residuals Disposal	-
7.	Permit Determination	5
8.	Special Project Reviews	-

**FY 13 - MONTHLY ACTIVITIES REPORT  
WATER MANAGEMENT DIVISION**

**AUG**

	a. Reuse	-
	b. Residuals/AUPs	-
	c. Others	-
<b>C. INSPECTIONS - DOMESTIC</b>		
1.	Compliance Evaluation	15
	a. Inspection (CEI)	10
	b. Sampling Inspection (CSI)	5
	c. Toxics Sampling Inspection (XSI)	-
	d. Performance Audit Inspection (PAI)	-
2.	Reconnaissance	66
	a. Inspection (RI)	20
	b. Sample Inspection (SRI)	1
	c. Complaint Inspection (CRI)	44
	d. Enforcement Inspection (ERI)	1
3.	Engineering Inspections	25
	a. Reconnaissance Inspection (RI)	3
	b. Sample Reconnaissance Inspection (SRI)	-
	c. Residual Site Inspection (RSI)	-
	d. Preconstruction Inspection (PCI)	2
	e. Post Construction Inspection (XCI)	20
	f. On-site Engineering Evaluation	-
	g. Enforcement Reconnaissance Inspection (ERI)	-
<b>D. PERMITTING/PROJECT REVIEW - INDUSTRIAL</b>		
1.	Permit Applications Received	1
	a. Facility Permit	-
	(i) Types I and II	-
	(ii) Type III with Groundwater Monitoring	-
	(iii) Type III w/o Groundwater Monitoring	-
	b. General Permit	-
	c. Preliminary Design Report	1
	(i) Types I and II	1
	(ii) Type III with Groundwater Monitoring	-
	(iii) Type III w/o Groundwater Monitoring	-
2.	Permits Recommended to DEP for Approval	4
3.	Special Project Reviews	1
	a. Facility Permit	1
	b. General Permit	-
4.	Permitting Determination	-
5.	Special Project Reviews	57

**FY 13 - MONTHLY ACTIVITIES REPORT  
WATER MANAGEMENT DIVISION**

**AUG**

	a. Phosphate	14
	b. Industrial Wastewater	19
	c. Others	24
<b>E. INSPECTIONS - INDUSTRIAL</b>		
1.	Compliance Evaluation (Total)	12
	a. Inspection (CEI)	12
	b. Sampling Inspection (CSI)	-
	c. Toxics Sampling Inspection (XSI)	-
	d. Performance Audit Inspection (PAI)	-
2.	Reconnaissance (Total)	7
	a. Inspection (RI)	2
	b. Sample Inspection (SRI)	5
	c. Complaint Inspection (CRI)	-
	d. Enforcement Inspection (ERI)	-
3.	Engineering Inspections (Total)	4
	a. Compliance Evaluation (CEI)	3
	b. Sampling Inspection (CSI)	-
	c. Performance Audit Inspection (PAI)	-
	d. Complaint Inspection (CRI)	1
	e. Enforcement Reconnaissance Inspections (ERI)	-
<b>F. INVESTIGATION/COMPLIANCE</b>		
1.	Citizen Complaints	
	a. Domestic	36
	(i) Received	23
	(ii) Closed	13
	b. Industrial	10
	(i) Received	5
	(ii) Closed	5
2.	Warning Notices	
	a. Domestic	7
	(i) Issued	4
	(ii) Closed	3
	b. Industrial	-
	(i) Issued	-
	(ii) Closed	-
3.	Non-Compliance Advisory Letters	14
4.	Environmental Compliance Reviews	
	a. Industrial	16
	b. Domestic	103

**FY 13 - MONTHLY ACTIVITIES REPORT  
WATER MANAGEMENT DIVISION**

**AUG**

	5.	Special Project Reviews	12
<b>G. RECORD REVIEWS</b>			
	1.	Permitting Determination	4
	2.	Enforcement	1
<b>H. ENVIRONMENTAL SAMPLES ANALYZED/REPORTS REVIEWED (LAB)</b>			
	1.	Air division	69
	2.	Waste Division	-
	3.	Water Division	25
	4.	Wetlands Division	-
	5.	ERM Division	233
	6.	Biomonitoring Reports	1
	7.	Outside Agency	22
<b>I. SPECIAL PROJECT REVIEWS</b>			
	1.	DRIs	1
	2.	ARs	-
	3.	Technical Support	2
	4.	Other	2



**FY 13 - MONTHLY ACTIVITIES REPORT  
WETLANDS MANAGEMENT DIVISION**

**OCT    AUG**

**A. General**

1.	Telephone conferences	651	759
2.	Unscheduled Citizen Assistance	467	381
3.	Scheduled Meetings	308	390
4.	Correspondence	2,230	2,246
1/ 5.	Interagency Coordination	198	88
1/ 6.	Trainings	25	21
1/ 7.	Public Outreach/Education	4	1
1/ 8.	Quality Control	98	123

**B. Assessment Reviews**

1.	Wetland Delineations	17	12
2.	Surveys	3	17
3.	Miscellaneous Activities in Wetland	9	24
4.	Mangrove	14	7
5.	Notice of Exemption	2	6
6.	Impact/Mitigation Proposal	6	6
7.	Tampa Port Authority Reviews	51	71
8.	Wastewater Treatment Plants (FDEP)	2	-
9.	Development Regn'l Impact (DRI) Annual Report	-	3
10.	On-Site Visits	93	107
11.	Phosphate Mining	-	3
12.	Comp Plan Amendment (CPA)	-	-
1/ 13.	AG SWM	2	-
	Sub-Total		

**Planning and Growth Management Review**

14.	Land Alteration/Landscaping	-	-
15.	Land Excavation	2	-
16.	Rezoning Reviews	9	22
17.	Site Development	21	11
18.	Subdivision	19	15
19.	Wetland Setback Encroachment	1	2
20.	Easement/Access-Vacating	-	-
21.	Pre-Applications	13	44
1/ 22.	Agriculture Exemption	-	-
	Sub-Total		
	<b>Total Assessment Review Activities</b>		

**C. Investigation and Compliance**

1.	Warning Notices Issued	7	6
2.	Warning Notices Closed	3	1
1/ 3.	Complaints Closed	32	38
4.	Complaint Inspections	37	40
5.	Return Compliance Inspections for Open Cases	21	23

**FY 13 - MONTHLY ACTIVITIES REPORT  
WETLANDS MANAGEMENT DIVISION**

		<u>OCT</u>	<u>AUG</u>
6.	Mitigation Monitoring Reports	11	15
7.	Mitigation Compliance Inspections	25	34
8.	Erosion Control Inspections	18	10
9.	MAIW Compliance Site Inspections	47	30
10.	TPA Compliance Site Inspections	26	45
2/ 11	Mangrove Compliance Site Inspections	-	1
1/ 12	Conservation Easement Inspection	1	4

**D. Enforcement**

1.	Active Cases	6	9
2.	Legal Cases	5	5
3.	Number of "Notice of Intent to Initiate Enforcement"	-	2
4.	Number of Citations Issued	-	-
5.	Number of Consent Orders Signed	2	3
6.	Administrative - Civil Cases Closed	2	2
7.	Cases Referred to Legal Department	5	5
8.	Contributions to Pollution Recovery	\$ 1,700	\$4,299
9.	Enforcement Costs Collected	\$ 364	\$ 826

**E. Ombudsman**

1.	Agriculture	7	3
2.	Permitting Process & Rule Assistance	5	7
3.	Staff Assistance	4	7
4.	Citizen Assistance	3	6

**FY 13 - MONTHLY ACTIVITIES REPORT  
WETLANDS MANAGEMENT DIVISION**

**AUG**

**ASSESSMENT REPORT**

**Agriculture Exemption Report**

# Agricultural Exemptions Reviews	-
# Isolated Wetlands Impacted	-
# Acres of Isolated Wetlands Impacted	-
# Isolated Wetlands qualify for Mitigation Exemption	-
# Acres of Wetlands qualify for Mitigation Exemption	-

**Development Services Reviews Performance Report**

# of Reviews	54
Timeframes Met	100%
Year to Date	98%

**Formal Wetland Delineation Surveys**

Projects	11
Total Acres	291
Total Wetland Acres	53
# Isolated Wetlands < 1/2 Acre	24
Isolated Wetland Acreage	2.68

**Construction Plans Approved**

Projects	18
Total Wetland Acres	72
# Isolated Wetlands < 1/2 Acre	6
Isolated Wetland Acreage	2.07
Impacts Approved Acreage	1.08
Impacts Exempt Acreage	1.29

**Mitigation Sites in Compliance**

Ratio	23/23
Percentage	100%

**Compliance Actions**

Acreage of Unauthorized Wetland Impacts	0.60
Acreage of Water Quality Impacts	0.00
Acreage Restored	1.30

**TPA Minor Work Permit**

Permit Issued	17
Permits Issued Fiscal Year 2013	181
Cumulative Permits Issue Since TPA Delegation (07/09)	777

**REVIEW TIMES**

# of Reviews	259
% On Time	96%
% Late	4%

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**ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY  
FY 13 POLLUTION RECOVERY FUND  
10/1/2012 through 8/30/2013**

REVENUE		EXPENDITURES		RESERVES		NET PRF
Beginning Balance	\$ 542,334	Artificial Reef	\$ 146,828	Minimum Balance	\$ 120,000	
Interest	\$ 2,032	Project Monitoring	\$ 32,514	PROJ. FY 14 Budgets	\$ 179,342	
Deposits	\$ 153,123	FY 13 Projects	\$ 40,000	Asbestos Removal	\$ 5,000	
Refunds	\$ 10,903					
Total	\$ 708,392	Total	\$ 219,342	Total	\$ 304,342	\$ 184,708



PROJECT		Project Amount	Project Balance
<b>FY 10 Projects</b>			
#09-02 - Effects of Restoration on Use of Habitat	EPE30443	\$ 84,081	\$ 23
		\$ 84,081	\$ 23
<b>FY 12 Projects</b>			
Bahia Beach Mangrove Enhancement	EPE30449	\$ 56,700	\$ 56,700
Fertilizer Rule Implementation	EPE40206	\$ 50,000	\$ 30,007
USGS Partnership	EPE30450	\$ 25,000	\$ 18,750
		\$ 131,700	\$ 105,457
<b>FY 13 Project</b>			
USF Fertilizer Study Peer Review	EPE40207	\$ 25,000	\$ 25,000
Community Partnering Program	EPE06019	\$ 15,000	\$ 15,000
		\$ 40,000	\$ 40,000
			\$ 145,480

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**ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY  
FY 13 GARDINIER SETTLEMENT TRUST FUND  
10/1/2012 - 8/30/2013**

Fund Balance as of 10/1/12	\$ 61,274
Interest Accrued	175
Disbursements FY 13	-
	<hr/>
Fund Balance	\$ 61,449
Encumbrances Against Fund Balance:	
SP634 Cockroach Bay ELAPP Restoration	\$ 61,449
	<hr/>
Total Encumbrances	\$ 61,449
	<hr/>
Fund Balance Available	<u><u>\$ -</u></u>

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## *ENVIRONMENTAL PROTECTION COMMISSION*

### *AGENDA ITEM COVER SHEET*

**Date of EPC Meeting:** September 19, 2013

**Subject:** Monthly Legal Case Summary

**Agenda Section:** Consent Agenda

**Division:** Legal and Administrative Services Division

**Recommendation:** None, informational update.

**Brief Summary:** The EPC Legal Department provides a monthly summary of its ongoing civil, appellate, and administrative matters.

**Financial Impact:** No Financial Impact anticipated; information update only.

**Background:** In an effort to provide the Commission with timely information regarding legal challenges, the EPC staff provides this monthly summary. The update serves not only to inform the Commission of current litigation but may also be used as a tool to check for any conflicts they may have in the event a legal matter is discussed by the Commission. The summary provides general details as to the status of the civil and administrative cases. There is also a listing of cases where parties have asked for additional time in order to allow them to decide whether they will file an administrative challenge to an agency action (e.g. – permitting decision or enforcement order), while concurrently attempting to seek resolution of the agency action.

**EPC LEGAL DEPARTMENT MONTHLY REPORT**  
*September 2013*

**I. ADMINISTRATIVE CASES**

**James Baldor** [12-EPC-015]: On October 24, 2012, the Appellant, James Baldor, filed a request for an extension of time to file an Appeal challenging the Denial of Application for Minor Work Permit #53790. The extension has been granted and the Appellant filed an appeal in this matter on December 28, 2012. The appeal was transferred to a Hearing Officer on January 15, 2013, EPC filed a Motion for Summary Recommended Order and on February 20, 2013, the Hearing Officer ruled in favor of the EPC. The matter was heard at the August 15 2013 regular EPC meeting for consideration of a Final Order, however, the matter was continued to September with the intention of the scheduling a settlement meeting between the parties. (AZ)

**J.E. McLean, III and RaceTrac Petroleum, Inc.** [12-EPC-014]: On October 24, 2012, the Appellants, RaceTrac Petroleum, Inc. and the property owner, filed a request for an extension of time to file an Appeal challenging the Executive Director's denial for wetland impacts on the corner of Lumsden and Kings Avenue. The extension was granted and the Appellants filed an appeal in this matter on December 7, 2012. A Hearing Officer has been assigned and conducted a case management conference. The parties are preparing for a hearing in this matter. (AZ)

**Tampa Electric Company, Polk Power Station, Polk 2-5 Combined Cycle Conversion Project:** [12-EPC-016]: EPC is a commenting agency and potential administrative party to this DEP power station siting certification permit application and hearing.

**Joseph and Jennifer Ferrante** [12-EPC-006]: On May 7, 2012 the EPC received a Request for Variance or Waiver from Joseph and Jennifer Ferrante. The Applicant is requesting a waiver from a provision within the Submerged Lands Management Rules of the Tampa Port Authority regarding setback encroachments. A public hearing is scheduled for September 20, 2012 to consider the variance. The hearing was continued until further notice. (AZ)

**II. CIVIL CASES**

**Oak Hammock Ranch, LLC, James P. Gill, III, as Custodian** [12-EPC-018]: On December 28, 2012 EPC was served a lawsuit regarding the Upper Tampa Bay Trail Wetland Impact Approval. The EPC has filed it Answer and affirmative defenses to the lawsuit. (AZ)

**6503 US Highway 301, LLC** [LEPC10-021]: On November 4, 2010, the EPC Legal Department filed a Complaint for Civil Penalties and Injunctive Relief against the new owner Defendant 6503 US Highway 301, LLC. This case is a continuation of the previous action against SJ Realty for environmental violations at the former 301 Truckstop site on Highway 301. The parties are in negotiation to settle the matter. A Consent Order was executed and penalty payments were submitted at the end of July. The case is being closed. (AZ)

**Greg and Karin Hart** [LEPC10-004]: On March 18, 2010 the Commission granted authority to take legal action against the Defendants Mr. and Mrs. Greg Hart for various impacts to wetlands that are violations of the EPC Act, Chapter 1-11 (Wetland Rule), and a conservation easement encumbering the Defendants' property. On March 29, 2010, the EPC filed a civil lawsuit in Circuit Court. The case was consolidated with a related Hillsborough County case seeking an injunction to remove fill from a drainage canal. A second mediation on January 21, 2011, resulted in a very limited partial settlement with EPC and full settlement with the County. A jury trial was held the week of September 19, 2011. The jury returned a verdict in favor of the EPC. Defendants filed a motion for new trial and an appeal of the jury verdict. The appeal was dismissed as premature and the request for a new trial was denied. The Defendants then appealed the denial of a new trial, which was dismissed. A hearing was held on February 13 and 23, 2012, to impose corrective actions and penalties. A Final Judgment Against Defendants was entered on March 5, 2012, requiring Defendants to restore the wetland and pay penalties. Defendants filed a Motion for Relief from Judgment dated May 22, 2012 and the court denied the motion on July 30, 2012. On July 31, 2012, the court awarded the EPC reasonable trial costs. The Harts moved for re-consideration of the Motion for Relief from Judgment denial and it was denied. The denial is under appeal. The EPC moved for contempt, but the Court ordered the EPC to conduct the wetland remediation and charge the Harts. (RM)

**Charles H. Monroe, individually, and MPG Race Track LTD** [LEPC09-017]: On September 17, 2009 the EPC Board granted authority to take legal action against Respondents for violations of the EPC Act and EPC Rule Chapter 1-11. A Citation was issued on June 29, 2009, the Respondent failed to appeal the citation and it became a final order of the Agency enforceable in Court. The violation has been resolved and the case is being closed. (AZ)

**Dubliner North, Inc.** [LEPC09-015]: On September 17, 2009 the Commission granted authority to take legal action against Respondent for violations of the EPC Act and EPC Rules, Chapter 1-10 (Noise). A Citation to Cease and Order to Correct Violation was issued on July 24, 2009, the Respondent failed to appeal the citation and it became a final order of the Agency

enforceable in court. On May 5, 2010 the EPC filed a civil lawsuit in Circuit Court. The Defendant did not respond to the complaint, thus a default was issued on September 30, 2010. A trial was set for the week of May 9, 2011. The parties attended court-ordered mediation on April 22, 2011. A Mediation Settlement Agreement was entered on April 22, 2011. On August 8, 2011, the EPC filed a Notice of Voluntary Dismissal. Defendant has not complied with the terms of the settlement, EPC filed a motion to enforce the Settlement and a hearing was held on August 2, 2012 and a Judgment Against Defendant was entered. The Defendant paid the negotiated penalty, but corrective actions are pending. (RM)

**U.S. Bankruptcy Court in re Jerry A. Lewis** [LEPC09-011]: On May 1, 2009 the U.S. Bankruptcy Court Middle District of Florida filed a Notice of Chapter 13 Bankruptcy Case regarding Jerry A. Lewis. On May 26, 2009, the EPC filed a Proof of Claim with the Court. The EPC's basis for the claim is a recorded judgment lien awarded in Civil Court against Mr. Lewis concerning unauthorized disposal of solid waste. The EPC is preparing to seek relief from the bankruptcy stay to get an award of stipulated penalties from the state court. The site remains out of compliance with applicable EPC solid waste regulations. (AZ)

**Grace E. Poole and Michael Rissell** [LEPC08-015]: Authority to take appropriate legal action against Grace E. Poole and Michael Rissell for failure to properly assess petroleum contamination in accordance with EPC and State regulations was granted on June 19, 2008. The property owner and/or other responsible party are required to initiate a site assessment and submit a Site Assessment Report. They have failed to do the required work and the EPC is attempting to obtain appropriate corrective actions. (AZ)

**Petrol Mart, Inc.** [LEPC07-018]: Authority to take appropriate action against Petrol Mart, Inc. to seek corrective action, appropriate penalties and recover administrative costs for improperly abandoned underground storage tanks and failure to address petroleum contamination was granted on June 21, 2007. The owner of the property is insolvent and the corporation inactive; however, the Waste Management Division intends on obtaining a judgment and lien on the property for the appropriate corrective actions. The Legal Department filed a civil lawsuit on September 26, 2007. The defendant was served with the lawsuit on October 12, 2007. The Court entered a default on November 9, 2007 for the Defendant's failure to respond. The EPC Legal Department set this matter for trial on March 26, 2008. The Court ruled in favor of EPC and entered a Default Judgment against the Defendant awarding all corrective actions, penalties of \$116,000 and costs of \$1,780. In the event the corrective actions are not completed the court also authorized the EPC to contract to have the site cleaned and to add those costs to the lien on the property. PRF monies were allocated in November 2008 to assist in remediating the site. (AZ)

**Tranzparts, Inc. and Scott Yaslow** [LEPC06-012]: Authority was granted on April 20, 2006 to pursue appropriate legal action against Tranzparts, Inc., Scott Yaslow, and Ernesto and Judith Baizan to enforce the agency requirement that various corrective actions and a Preliminary Contamination Assessment Plan be conducted on the property for discharges of oil/transmission fluid to the environment. The EPC entered a judicial settlement (consent final judgment [CFJ]) with Tranzparts and Yaslow only on February 16, 2007 (no suit was filed against the Baizans). The Defendants have only partially complied with the CFJ, thus a hearing was held on April 28, 2008, wherein the judge awarded the EPC additional penalties. A second hearing was held on January 25, 2010, for a second contempt proceeding and additional penalties. The Judge found the Defendants in contempt and levied stipulated penalties/costs, and a contempt order was executed by the judge on March 15, 2010 requiring the facility to temporarily shut down until the facility is remediated. On January 7, 2013 the EPC deemed the facility had met the CFJ-required remediation requirements, but other obligations are still due as are penalties and costs. (RM)

**Boyce E. Slusmeyer** [LEPC10-019]: On Sept 20, 2001 the EPC staff received authority to take legal action for failure to comply with an Executive Director's Citation and Order to Correct Violation for the failure to initiate a cleanup of a petroleum-contaminated property. The Court entered a Consent Final Judgment on March 13, 2003. The Defendant has failed to perform the appropriate remedial actions for petroleum contamination on the property. The EPC filed a lawsuit on October 7, 2010 seeking injunctive relief and recovery of costs and penalties. The EPC is waiting for the lawsuit to be served. (AZ)

**Brass Mug and He Il Cho** [LEPC13-02]: On March 5, 2013, the Commission authorized the EPC to file suit against Brass Mug and He Il Cho for violations of Chapter 1-10 (EPC Noise Rule). The parties have met multiple times in an effort to resolve the matter. The Brass Mug has relocated, thus is no longer generating noise at the location. The EPC is in discussion with Mr. Cho, the strip-mall owner, about avoiding future noise problems. (RM)

### III. PENDING ADMINISTRATIVE CHALLENGES

The following is a list of cases assigned to the EPC Legal Department that are not in litigation, but a party has asked for an extension of time to file for administrative litigation in an effort to negotiate a settlement prior to forwarding the case to a Hearing Officer. The below list may also include waiver or variance requests.

**Sun Communities, Inc.** [12-EPC-012]: On August 2, 2012, the Petitioner filed a request for an extension of time to file a Petition for Administrative Hearing to challenge a Notice of Permit Denial. The request was granted and the Petitioner was initially granted until November 15, 2012 to file a petition in this matter, subsequently, additional requests for extensions were filed by the Petitioner and the current deadline to file a petition in this matter is October 22, 2013. (RM)

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## *ENVIRONMENTAL PROTECTION COMMISSION*

### *AGENDA ITEM COVER SHEET*

**Date of EPC Meeting:** September 19, 2013

**Subject:** Renew Annual Inter-local Agreement between Hillsborough County and EPC for EPC laboratory services to perform NPDES analysis and TMDL collection and analysis, to be funded by the COUNTY.

**Agenda Section:** Consent Agenda

**Division:** Water Management Division

**Recommendation:** Recommend Approval of the Inter-local Agreement and Signature of EPC Chair to Execute the Agreement.

**Brief Summary:** The County has obligations to comply with the State Total Maximum Daily Load rules and its NPDES permit. The EPC, via the Water Management Division, shall collect water quality samples for the evaluation of TMDLs on behalf of the County. The sites for collection of samples by EPC staff will be mutually agreed upon by the EPC and the COUNTY Public Works. Five (5) of the sites are temporary sites for evaluating the highest priority waterbodies as determined annually by the COUNTY and agreed upon by EPC. The EPC via the Water Management Division's Laboratory shall analyze these samples in addition to the samples it currently analyzes for the County to monitor and ensure NPDES compliance.

**Financial Impact:** Hillsborough County Public Works to pay EPC an amount not to exceed \$75,000 per fiscal year out of existing County funds.

**Background:** The EPC, via the Water Management Division, shall collect water quality samples for the evaluation of TMDLs. The sites for collection of samples by EPC staff will be mutually agreed upon by the EPC and the COUNTY. Five (5) of the sites are temporary sites for evaluating the highest priority waterbodies as determined annually by the COUNTY and agreed upon by EPC. The EPC via the Water Management Division's Laboratory shall analyze these samples in addition to the samples it currently analyzes for the County to monitor and ensure NPDES compliance.

**INTERLOCAL AGREEMENT**  
**Between the**  
**Environmental Protection Commission of Hillsborough County**  
**and**  
**Hillsborough County**  
**For Provision of Chemical Analysis of Water Quality Samples**

THIS INTERLOCAL AGREEMENT, hereinafter referred to as "Agreement" is made and entered into by and between Hillsborough County, a political subdivision of the State of Florida ("COUNTY") and the Environmental Protection Commission of Hillsborough County ("EPC"), a political subdivision of the State of Florida.

**WITNESSETH:**

**WHEREAS**, it is the purpose and intent of this Agreement, the parties hereto, and Section 163.01, Florida Statutes, known and referred to as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"), to permit and authorize the COUNTY and EPC to make the most efficient use of their respective powers, resources, authority and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the services and efforts provided for herein in the manner that will best utilize existing resources, powers and authority available to each of them; and,

**WHEREAS**, it is the purpose of the Cooperation Act to provide a means by which the COUNTY and EPC may exercise their respective powers, privileges and authority which they may have separately, but which pursuant to this Agreement and the Cooperation Act they may exercise collectively; and,

**WHEREAS**, the EPC is a local government environmental agency created by Special Act 84-446, Laws of Florida as amended, that implements various environmental regulatory programs and conducts activities designed to prevent and minimize pollution; and,

**WHEREAS**, EPC's activities include, but are not limited to, environmental monitoring, collection, and analysis in Hillsborough County, to determine compliance with environmental laws and regulations and the health of our environment; and,

**WHEREAS**, the COUNTY is also required, pursuant to its National Pollution Discharge Elimination Source (NPDES) permit, to ensure that facilities in the COUNTY which connect to and discharge into the COUNTY Stormwater system, meet pollution standards and required periodic routine monitoring in order to measure the success of Stormwater treatment/management in Hillsborough County; and,

**WHEREAS**, the COUNTY currently benefits from EPC's surface water quality monitoring programs, sharing of data, information, and laboratory services; and,

**WHEREAS**, the EPC and the COUNTY have determined that it is in the best interest of both parties to have the EPC perform, in addition to the NPDES water quality analysis,

additional water quality sampling to assist the COUNTY's analysis of the implications of Total Maximum Daily Load (TMDL) regulations that the COUNTY must comply with, on selective Stormwater related discharges or areas; and,

**WHEREAS**, the EPC and the COUNTY agree that a contractual agreement evidencing their understanding and efforts to their respective environmentally related activities will benefit both the EPC and the COUNTY, as well as facilitate a more efficient allocation of resources to achieve a common goal of good surface water quality; and

**WHEREAS**, the EPC and the COUNTY entered into an original Interlocal Agreement (Original Agreement) for NPDES sampling on March 20<sup>th</sup>, 2002. Then the parties entered into a First Amendment to the Agreement on September 21, 2005, adding TMDL sampling and additional funding to the Agreement with an expiration date of September 30, 2008. Then the parties entered into a Second Amendment to the Agreement on September 18, 2008, providing continued funding and extending the Original Agreement until September 30, 2009. Then the parties entered into a new Interlocal Agreement (2009 Agreement) on September 2, 2009, which rescinded all previous agreements. Then the parties entered into a First Amendment to the 2009 Agreement on November 10, 2010, which extended the 2009 Agreement until September 30, 2012; and

**WHEREAS**, the EPC and the COUNTY agree that entering a new 2012 Interlocal Agreement (Agreement) will continue to benefit both the EPC and the COUNTY, as well as facilitate a more efficient allocation of resources.

**NOW, THEREFORE**, the COUNTY and EPC hereby agree as follows:

This is an agreement for EPC laboratory services for NPDES analysis and TMDL collection and analysis, to be funded by the COUNTY in an amount not to exceed \$75,000.

#### **PART I - EPC RESPONSIBILITIES**

- a) EPC will perform water sample analysis on environmental samples related to COUNTY Stormwater management and/or the COUNTY's federal NPDES permit ("NPDES samples"). The cost to the County for such analysis shall not exceed \$15,000 per budget year.
- b) EPC retains the right to impose restrictions on this workload if it conflicts with EPC's existing programs, holidays, equipment problems, staff shortages, furloughs, space shortages, emergency situations, budget shortfalls, etc. Without modification to this agreement, EPC will not perform any new analysis that it does not currently perform, and will not perform any analysis requiring staff overtime or weekend work.
- c) EPC will provide all pre-cleaned sample collection bottles with labels or ID tags if so desired by the COUNTY at no additional charge.

- d) EPC will bill the COUNTY for the NPDES samples at the rates listed on the EPC's most current annually revised Laboratory Analysis Costs listing, attached as Exhibit #1 and made part of this Agreement. These costs are automatically adjusted each year on January 1 without formal amendment to this agreement to reflect official U.S. inflationary trends and/or any other revisions needed to more closely reflect changing analytical costs. EPC will bill the COUNTY on a quarterly basis for the NPDES lab services.
- e) EPC will provide the COUNTY with final laboratory reports in a timely manner in an electronic format based on existing EPC software. This information will be sent via e-mail to Hillsborough County's Public Works Department Environmental Services Section. Data from EPC's other routine surface water-monitoring program will also be made available annually or more frequently at no charge to the COUNTY.
- f) The EPC via the Water Management Division shall collect water quality samples for the evaluation of TMDLs. The sites for collection of samples by EPC staff per this part of the agreement will be mutually agreed upon by the EPC and the COUNTY. Five (5) of the sites will be understood as temporary sites for evaluating the highest priority waterbodies as determined annually by the COUNTY and agreed upon by EPC. The EPC via the Water Management Division's Laboratory shall analyze these samples in addition to the samples it currently analyzes for NPDES compliance. The EPC will provide the results of these sample analyses to the COUNTY through the Watershed Atlas in a timely manner.
- g) The EPC Water Management Division's Laboratory will process the samples requested by the COUNTY, but further conditioned as follows:
  - 1) In order to accommodate the workload and to facilitate timely implementation of the COUNTY's TMDL study, the COUNTY will provide annual funding of \$60,000 to the EPC. The number of TMDL samples is limited to an amount that can be performed within the \$60,000 funding, but may not exceed 240 samples per year and 20 samples per month.
  - 2) The samples relating to the TMDL study will be analyzed for the following parameters: Chlorophyll, including pheophytin, Enterococci, Fecal Coliform, Ammonia, Total Kjeldahl Nitrogen, Nitrate-Nitrite, Organic Nitrogen, Total Nitrogen, Ortho-phosphorus, Total Phosphorus and color.
  - 3) Cost for NPDES samples will be determined on a per analysis basis, according to the rate schedule in the Laboratory Analysis Costs listing (Exhibit #1) and is not to exceed \$15,000 per year.
  - 4) The COUNTY may not submit more than 15 NPDES samples in any given month.
  - 5) Any increase in the sampling level will be subject to EPC approval.
- h) This Agreement is solely intended to pay for the cost of the agreed upon TMDL and NPDES samples, but does not specify what staffing level is required at the EPC to



accomplish the mission. Nonetheless, the EPC is expected to perform the following functions:

- a) Maintaining, calibrating, and performing quality assurance audits on the field equipment used to collect additional surface water samples from locations within Hillsborough County for which water quality information is needed to support the TMDL implementation programs;
- b) Collecting, preserving, maintaining proper chain of custody, and delivering the samples to the laboratory;
- c) Preparing chemical reagents, maintaining inventories of laboratory equipment and supplies, maintaining sample logs and compiling statistical data;
- d) Performance of laboratory tests to determine the chemical, physical and microbiological characteristics of water samples using standard chromatographic, atomic absorption and/or colorimetric analytical techniques; and
- e) Assisting in data entry and database management tasks necessary to incorporate information from the additional samples into the EPC water quality database.

## **PART II - COUNTY RESPONSIBILITIES**

- a) The COUNTY shall periodically (annually and quarterly, for TMDL and NPDES, respectively, as detailed in this Agreement) reimburse EPC through the use of an Inter-Organization Charge (IOC) process, and/or other accounting procedures, resulting in the actual transfer of funds to EPC. The IOC, prepared by EPC, will charge the COUNTY's expense index code and credit EPC's established revenue index code. Total funding for this contract is not to exceed \$75,000 (details of funding below).
  - 1) The COUNTY through its Public Works Environmental Services Section, as consideration for EPC's laboratory services relating to the COUNTY's NPDES programs, will provide the EPC annual funding of not to exceed \$15,000 billed on a quarterly basis by means of an Inter-Organization Charge form (IOC) process, resulting in the actual transfer of the funds to EPC.
  - 2) As consideration for the TMDL water quality samples that EPC will collect and analyze to provide technical support for the COUNTY'S TMDL implementation, the COUNTY will provide the EPC annual funding of \$60,000 billed annually in October at the beginning of each COUNTY fiscal year by means of an Inter-Organization Charge form process, resulting in the actual transfer of the funds to EPC. The COUNTY will share in the responsibility for sample collection, at a minimum by coordinating with the EPC staff as to when and where to collect samples.
- b) The COUNTY agrees to abide by all of the provisions in Part I and will make every attempt to notify EPC Laboratory staff of planned sampling events so that EPC can prepare for these samples and make the actual laboratory analytical process more efficient.

- c) Unless otherwise provided for in this Agreement, the COUNTY shall be responsible for all field related sample collections, field quality procedures, chain of custody documentation, sample deliveries to EPC, and sample holding time or sample preservation issues

### **PART III - MUTUAL CONSIDERATION**

- a) EPC and COUNTY staff will review the implementation of the program at least annually to determine the effectiveness of the program and to set the priority sampling locations.
- b) The COUNTY and EPC have evaluated the potential impact on EPC, the parameters of concern, and the costs of analysis of lake and stream samples on a monthly and storm-event basis. It is perceived that benefits of such an agreement will accrue to the COUNTY by providing ready access to state-approved, top-quality laboratory services, and EPC will also benefit by obtaining a more comprehensive and consistent database of information regarding the status of water quality in Hillsborough County.
- c) The COUNTY and EPC may amend this Agreement at such time as specifics are agreed upon by both parties.

This Agreement shall be effective from October 1, 2012 through September 30, 2013.

### **PART IV - RECORDING:**

The Clerk of the Board of County Commissioners for the COUNTY is hereby authorized and directed, after approval of this Agreement by the respective governing bodies of the COUNTY and EPC and the execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Hillsborough County, Florida, for recording in the public records of Hillsborough County, Florida.

### **PART V - MISCELLANEOUS**

Upon full execution, this Interlocal Agreement rescinds and supersedes all previous versions of the same whether listed in the "whereas" clauses or not, including amendments dated prior to the signing of this agreement.

IN WITNESS WHEREOF, the COUNTY and EPC have caused this Interlocal Agreement for Provision of Chemical Analysis of Water Quality Samples to be approved as of the dates noted below.

ATTEST:

PAT FRANK  
CLERK OF CIRCUIT COURT

HILLSBOROUGH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Ken Hagan, Chairman  
Board of County Commissioners

(OFFICIAL SEAL)

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

ATTEST:

ENVIRONMENTAL PROTECTION  
COMMISSION OF HILLSBOROUGH  
COUNTY

By: \_\_\_\_\_  
WITNESS

By: \_\_\_\_\_  
Kevin Beckner, Chairman  
Environmental Protection Commission

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
EPC Attorney

EXHIBIT #1



COMMISSION

Kevin Beckner      Lesley "Les" Miller, Jr.  
 Victor D. Crist     Sandra L. Murman  
 Ken Hagan          Mark Sharpe  
 Al Higginbotham

DIVISION DIRECTORS

Legal & Admin.      Richard Tschantz, Esq.  
 Air Management     Jerry Campbell, PE.  
 Waste Management   Hooshang Boostani, PE.  
 Water Management   Sam Elrabi, PE.  
 Wetlands Management   Scott Emery, Ph.D.

EXECUTIVE DIRECTOR  
 Richard D. Garrity, Ph.D.

2013 Laboratory Costs, per sample for Hillsborough County NPDES/TMDL agreement. Parameter	Cost
Alkalinity	\$ 13.75
Ammonia	\$ 18.11
BMAC	\$ 20.20
BOD	\$ 8.87
Bulk Density	\$ 10.00
CBOD	\$ 8.87
Chloride	\$ 13.19
Chlorophyll Total	\$ 7.03
Chlorophylla Corr	\$ 9.07
Color	\$ 5.67
Conductivity	\$ 5.55
Enterococci	\$ 24.41
Fecal Coliform	\$ 19.70
Fluoride	\$ 11.80
Kjeldahl Nitrogen	\$ 14.47
Microscopy	\$ 27.27
Nitrates	\$ 36.57
Nitrates/Nitrites	\$ 18.29
Nitrites	\$ 36.57
Ortho Phosphates	\$ 12.41
PAH/Pet Scan	\$134.20
pH	\$ 5.55
Silica	\$ 44.64
Soil Moisture	\$ 10.00
Sulfates	\$ 10.82
TOC - liquid	\$ 19.57
TOC - Solids	\$ 37.74
Total Coliform	\$ 21.38
Total Dissolved Solids	\$ 14.52
Total Phosphorus	\$ 15.14
Total Phosphorus - Persulfate	\$ 16.14
Total Solids	\$ 12.71
Total Suspended Solids	\$ 3.61
Turbidity	\$ 6.65
Water Monitoring Metals	\$ 86.54
Water Monitoring Organics	\$141.56

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## ENVIRONMENTAL PROTECTION COMMISSION

### AGENDA ITEM COVER SHEET

**Date of EPC Meeting:** September 19, 2013

**Subject:** Equity Adjustment for Executive Director Pursuant to Employment Agreement

**Agenda Section:** Consent Agenda

**Division:** Legal and Administrative Services Division

**Recommendation:** Informational Report

**Brief Summary:** The Employment Agreement between the Commission and the EPC Executive Director provides that he will receive an automatic pay increase associated with the budgeted market equity increase. Out of an abundance of caution, the Executive Director wanted to inform the Commissioners that the increase will be occurring effective October 2013 with the passage of the BOCC budget.

**Financial Impact:** Financial Impact to General Fund to be paid out of existing budgeted funds.

**Background:** Section One of the Employment Agreement between the Commission and Dr. Richard Garrity dated December 13, 2012 (amended on March 26, 2013) states as follows

**SECTION ONE: Salary** - The COMMISSION agrees to pay the Executive Director for services rendered pursuant hereto a continued annual base salary of One Hundred Sixty-Five Thousand Forty-Eight Dollars (\$165,048), payable in installments at the same time that other employees of Hillsborough are paid. The COMMISSION shall consider additional salary or benefit increases as it may deem appropriate no later than sixty (60) days after completion of the Executive Director's annual performance evaluation, which increase shall be retroactive to October 1<sup>st</sup> of the fiscal year in which it is approved; *provided that, in order to ensure the Executive Director continues to be adequately compensated per labor market conditions, the Executive Director shall be entitled to receive the same annual market equity increase as all other unclassified managerial employees of the EPC. Any salary increase accorded the Executive Director under this section shall automatically become an amendment hereto.* (emphasis added)

In accordance with his Employment Agreement, Dr. Garrity will receive an automatic equity adjustment based on the market equity increase of 3.5% that County employees are receiving, including unclassified managerial employees. While not required, but out of an abundance of caution, the Executive Director is informing the Commissioners that the increase will be occurring with the passage of the BOCC budget and effective October 2013. The entire EPC staff appreciates the market equity increase provided by the County Administrator and the Commissioners.

**List of Attachments:** None

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## **ENVIRONMENTAL PROTECTION COMMISSION**

### **AGENDA ITEM COVER SHEET**

**Date of EPC Meeting:** September 19, 2013

**Subject:** Presentation of Certificate of Appreciation honoring Intern Joseph Owens

**Agenda Section:** Regular Agenda

**Division:** Legal and Administrative Services Division

**Recommendation:** For Information Only. No Action Required.

**Brief Summary:** EPC staff would like to recognize Intern Joe Owens for his accomplishments and contribution to the IT department of the EPC during his yearlong internship from June 2012 to August 2013.

**Financial Impact:** No Financial Impact

**Background:** Staff would like to take this opportunity to recognize intern Joe Owens for his accomplishments and contribution to the IT department of the EPC during his yearlong internship that lasted from June 2012 to August 2013. During this time, Joe was also a student at Hillsborough Community College. He has since gone on to continue his work toward a Bachelor's Degree at the University of South Florida. While volunteering at the EPC Joe contributed to the following IT initiatives:

1. Joe determined a replacement program for Click Print called Colorbar. He worked with vendor to acquire software and performed the upgrade. He also trained the divisional staff on the use of the new software.
2. Bar code scanner – Joe got this system working with our TrackIT software after much communication with the product manufacturer and the TrackIT software vendor.
3. He performed a complete inventory of agency computers. He then reconciled that inventory against our existing TrackIT Asset Management Database, correcting any errors that were found. He then marked these inventoried assets with the new EPC Property Control Number bar codes.
4. Joe collected all surplus hardware, inventoried it, and completed all necessary paperwork required for signature and delivery of equipment to surplus.
5. Joe worked closely with EPC MIS staff to complete the annual BOCC asset inventory.

EPC staff is very appreciative of all of Joe's contributions to our IT team's mission. He spent countless hours at the agency and this recognition is well deserved.

**List of Attachments:** None

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## **ENVIRONMENTAL PROTECTION COMMISSION**

### **AGENDA ITEM COVER SHEET**

**Date of EPC Meeting:** September 19, 2013

**Subject:** Continuance of the Final Order Hearing regarding the Baldor vs EPC boatlift permitting appeal (EPC Case No. 12-EPC-015)

**Agenda Section:** Regular Agenda

**Division:** Legal and Administrative Services Division

**Recommendation:** Reschedule the Final Order Hearing to November 14, 2013 to accommodate the Appellant's unavailability in September.

**Brief Summary:** Appellant Javier Baldor resides on a canal in Tampa and applied to the EPC for a boatlift permit. The application to construct the boatlift was denied based on Tampa Port Authority rules (administered by the EPC) due to the structure encroaching an undisputed seventeen (17) feet into the neighbor's setback and Mr. Baldor failing to obtain an "affidavit of no objection" from the neighbor. Mr. Baldor challenged the denial and a Summary Hearing was conducted on February 20, 2013. The presiding Hearing Officer issued a Recommended Order on March 1, 2013, upholding the denial of a Minor Work Permit for the construction of a boatlift and pilings on Sovereignty Lands within the neighbor's setback. Mr. Baldor filed Exceptions to the Recommended Order and the EPC Executive Director filed a Response to those Exceptions. The Final Order Hearing was conducted on August 15, 2013, and the Commission continued the hearing to allow the parties and the neighbor to pursue further settlement discussions. Settlement discussions have been initiated but Mr. Baldor will be out of the country and will not be available to attend an EPC regular meeting until November 14, 2013. Mr. Baldor has requested a continuance until November 14, 2013 and the EPC staff does not have any objection to the rescheduling of the hearing.

**Financial Impact:** No Financial Impact anticipated.

**Background:** The Environmental Protection Commission was delegated the marine construction permitting authority from the Tampa Port Authority (TPA) and the EPC routinely processes dock permit applications on behalf of the TPA and the Florida Department of Environmental Protection as part of its streamlined permitting program. Appellant Javier Baldor lives on a canal in Tampa and applied to the EPC for authorization (a/k/a Minor Work Permit) to construct a boatlift and pilings adjacent to his existing dock on his property.

The Minor Work Permit application was denied based on the TPA Submerged Land Management Rules that address minimum setback requirements from a neighbor's property unless an affidavit of no objection is obtained from the neighbor. In this case, the neighbor objected to Mr. Baldor's boatlift encroaching into the setback an undisputed 17 feet. Mr. Baldor challenged the denial on grounds that the rule allowed his boatlift, which had been removed for a period of approximately two years, to be "grandfathered" and rebuilt without the need to obtain an affidavit of no objection from the neighbor. The case was assigned to an EPC hearing officer and the Parties agreed to hold a Summary Hearing before the Hearing Officer. In accordance with sections 1-2.32 (i), Rules of the EPC, the summary hearing was conducted on February 20, 2013, and a Recommended Order was issued by the Hearing Officer on March 1, 2013, upholding the denial to construct the boatlift as requested by Mr. Baldor.

**List of Attachments:** None

Mr. Baldor, through his counsel, has filed Exceptions to the Recommended Order asking the Commission to reverse the Recommended Order based on grounds that the previous boatlift structure was grandfathered under the rules. The Executive Director has filed a Response to the Baldor exceptions, asking the Commission to affirm the Recommended Order. The parties presented oral argument at the quasi-judicial Final Order hearing on August 15, 2013. Pursuant to Section 9 of the EPC Act and Section 1-2.35, Rules of the EPC, the Commission must now sit in a quasi-judicial capacity to affirm, reverse, or modify the Hearing Officer's Recommended Order through issuance of a Final Order or remand the case back to the Hearing Officer for additional findings. The Commission was previously provided the Hearing Officer's Recommended Order, the Baldor Exceptions to the Recommended Order, and the Executive Director's Response to the Exceptions. The Commission should only consider documents in the hearing file and legal arguments presented to them on August 15, 2013. No new evidence may be introduced or considered.

As noted above, the hearing was conducted on August 15, 2013, however, the final vote by the Commission regarding the matter was not taken and the hearing was continued to allow the parties and the neighbor to pursue additional settlement discussions. EPC staff has discussed this matter with Mr. Baldor and the neighbor separately many times since August 15 and a joint settlement meeting is scheduled for later this month. Mr. Baldor is out of the country and will not be available for an EPC regular meeting until November 14, 2013. Mr. Baldor has requested a continuance until November 14, 2013 and the EPC staff does not have any objection to the rescheduling of the hearing to November 14, 2013.



## **ENVIRONMENTAL PROTECTION COMMISSION**

### **AGENDA ITEM COVER SHEET**

**Date of EPC Meeting:** September 19, 2013

**Subject:** Approval of 2013 Pollution Recovery Fund Grant Projects

**Agenda Section:** Regular Agenda

**Division:** Water Management Division

**Recommendation:** 1) Concurrence with EPC Staff and CEAC to fund Audubon of Florida's Erosion Control/Oysterbar Habitat Creation project for \$50,000 and Covanta's Private Partnership to Educate and Safely Manage Mercury project for \$5,000 for a total of \$55,000 of Pollution Recovery Funds. 2) Authorize the Chair, on a continuing basis, to execute the approved PRF agreements with the two grantees in substantially the same format as the form PRF Agreement drafted by the Legal Department, 3) and authorize the EPC Chair, after staff consultation, to execute future amendments that involve non-material changes or reasonable deadline extensions as may be necessary from time to time.

**Brief Summary:** EPC staff and CEAC have reviewed the Calendar Year 2013 Pollution Recovery Fund project applications. Each application is reviewed for legal sufficiency and technical merit. A total of 10 applications were received this year. Both EPC staff and CEAC are recommending approval of 2 projects for funding as described above and in the attached project summary list.

**Financial Impact:** Financial Impact to Pollution Recovery Fund is \$55,000 to be paid out of existing funds.

**Background:** EPC staff and CEAC have reviewed the Calendar Year 2013 Pollution Recovery Fund project applications. Each application is reviewed for legal sufficiency (compliance with the EPC Act and Chapter 1-9 Rules of the EPC) and technical merit (can the project be permitted, and is it based on sound scientific knowledge). A total of 10 applications were received this year. Both EPC staff and CEAC are recommending approval of 2 projects for funding as described above and in the attached project summary list.

EPC staff also recommends that the Commission authorize the Chair, on a continuing basis, to execute the approved PRF agreements with the grantees, Audubon and Covanta, in substantially the same format as the form PRF Agreement drafted by the Legal Department (attached) and that the EPC Chair, after staff consultation, may execute future amendments that involve non-material changes or reasonable deadline extensions as may be necessary from time to time. The minor amendments will not involve changes in funding.

# 2013 Pollution Recovery Fund Grant Application Summary

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## **Reducing Nitrogen Loss in Urban Residential Areas to Improve Water Quality**

**Applicant:** University of Florida Board of Trustees

**Project Details:** The study proposes to identify the contributing sources of nitrogen in urban residential areas. Once the sources are identified, they will recommend best management practices to reduce losses of nitrogen from land to stormwater ponds. This will result in improving water quality in stormwater ponds and drainage network of streams/rivers in Hillsborough County. Stormwater runoff samples will be collected during every rain event over a course of two-years, with the aid of a leased ISCO Autosampler which will be positioned at the inlet of the pond shown in the project map. The autosampler will be triggered to collect and store stormwater samples as the stormwater enters the pond. They will collect the samples from the autosampler within 24 hours after each storm event and analyze them for organic N concentrations, the isotopic signatures, and C:N ratio. The autosampler will also be equipped with a flow meter and rain gauge so they can characterize storm intensity and rainwater chemistry. Running the project for two years will capture a variety of storm conditions and rainfall intensities.

**PRF Request:** \$49,737.00

**Project Manager:** Gurpal S. Toor

**Total Cost:** \$93,105.00

**Phone:** 813-633-4152

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## **A Public Private Partnership to Educate and Safely Manage Mercury Containing Items**

**Applicant:** Covanta Hillsborough Inc. and Hillsborough County Public Utilities

**Project Details:** Promotional PSAs will be produced to encourage Hillsborough County Residents to safely dispose of mercury containing devices to reduce amount of mercury entering the environment. Gift cards will be given to residents turning in mercury containing devices, purchased through Covanta matching-funds.

**PRF Request:** \$5,000.00

**Project Manager:** Tom Mueller and Nate Johnson

**Total Cost:** \$10,000.00

**Phone:** (239)337-2200

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## **Effects of Restoration on Use of Habitat by Neo-Tropical Migratory Songbirds**

**Applicant:** Quest Ecology Inc.

**Project Details:** This project proposes to install additional native vegetation in an existing study area in Cockroach Bay Aquatic Preserve to supplement an earlier planting in June of 2010 and to continue monitoring efforts. They propose to install fruit bearing shrubs on the site which they hypothesize will increase the abundance of birds and species composition using the site. The restoration will have the added benefit of serving as a source for seed dispersal onto other areas of the property, helping to enhance and accelerate the overall restoration effort currently underway.

**PRF Request:** \$48,780.00

**Project Manager:** Mary Barnwell

**Total Cost:** \$82,910.00

**Phone:** 813-642-0799

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# 2013 Pollution Recovery Fund Grant Application Summary

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## **Impacts of Borrow Pits on Wetland Hydrology**

Applicant: HSW Engineering, Inc

Project Details: The project proposes to continue an earlier study to develop a predictive tool to adequately assess borrow pit impact on wetland hydrology and potential for wetland harm. The overall project goal is to provide a technically defensible basis for a setback of a borrow pit from environmentally sensitive land that may be presumed to be protective of the wetland. This project aims to maintain the ecological health of wetlands in Hillsborough County.

PRF Request: \$49,860.00

Project Manager: Dean Mades

Total Cost: \$58,920.00

Phone: 941-894-4018

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## **Wetlands Tech**

Applicant: Museum of science and Industry, Inc. (MOSI)

Project Details: The project proposes to develop the Wetlands Tech program at MOSI to allow 500 students to learn about and conduct experiments, and gather and analyze data using robotics, probes, and hand-held technologies to evaluate the quality of wetlands and the Hillsborough River. In addition, ads regarding the program will be produced to be shown on MOSI's IMAX and MOSI Youtube for download.

PRF Request: \$47,775.00

Project Manager: Anthonette Carregal

Total Cost: \$247,775.00

Phone: 813-987-6333

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## **Design of Urban Wildlife Habitat and Stormwater Treatment Wetland in Forest Hills, Tampa**

Applicant: Schreuder, Inc. and RSS Environmental Services, Inc.

Project Details: The project proposes to develop a plan to use integrated land management practices to optimize the F100C stormwater system in Forest Hills as a natural habitat stormwater nutrient trap to improve water quality and to create a public educational opportunity with community involvement and access throughout the restoration.

PRF Request: \$35,066.00

Project Manager: Peter Schreuder

Total Cost: \$35,066.00

Phone: 813-932-8844

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## **Rock Ponds Coastal Ecosystem Restoration Project**

Applicant: Tampa Bay Watch, Inc.

Project Details: The purpose of this project is to create critical coastal wetland habitat for fish and wildlife, and aid in the improvement of water quality from pollution due to urban and agricultural runoff as part of the Rock Ponds Coastal Ecosystem Restoration Project. The project will utilize the Bay Grasses In Classes program to establish salt marsh plant nurseries to grow wetland plants, which will then be transplanted at the restoration site.

PRF Request: \$47,400.00

Project Manager: Martha Gruber

Total Cost: \$65,400.00

Phone: 727-867-8166

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# 2013 Pollution Recovery Fund Grant Application Summary

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## **Erosion Control/Oysterbar Habitat Creation Phase 2**

**Applicant:** Audobon Florida

**Project Details:** The project proposes to create an oyster bar on the south side of Bird Island to control erosion of the bird sanctuary islands and control pollution by providing substrate for oysters that will filter water, and promote growth of salt marsh grass and mangrove vegetation.

**PRF Request:** \$50,000.00

**Project Manager:** Ann Paul

**Total Cost:** \$76,500.00

**Phone:** 813-623-6826

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## **Pilot Project For Outfall Water Quality in Lake Magdalene Pre & Post Testing**

**Applicant:** Lake Magdalene Special Dependent District

**Project Details:** The project proposes to designate a stormwater runoff outfall into Lake Magdalene as a pilot site to study the effects of treating this outfall with specific technology for effectively controlling pollution. When this is successful, more outfalls will receive the same treatment until the lake's pollution control activity is minimized.

**PRF Request:** \$50,000.00

**Project Manager:** Scott Shugart

**Total Cost:** \$106,713.00

**Phone:** (813) 690-5534

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## **Reducing Fishing Gear Pollution and Bird Mortality, Hillsborough Co**

**Applicant:** Tampa Audubon Society

**Project Details:** The project proposes to provide rescue assistance to birds accidentally hooked during recreational fishing efforts by providing equipment and volunteer staff to man fishing piers in the county to free hooked birds. It also intends to provide educational materials on ways to prevent hooking birds, how to release hooked birds, and provide an environmentally sound way to dispose of fishing line and hooks.

**PRF Request:** \$40,000.00

**Project Manager:** Sandra Reed

**Total Cost:** \$57,500.00

**Phone:** 813-956-6096

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**POLLUTION RECOVERY FUND AGREEMENT #\_\_ between  
The ENVIRONMENTAL PROTECTION COMMISSION  
OF HILLSBOROUGH COUNTY**

**And**

**[INSERT GRANTEE NAME]**

**THIS POLLUTION RECOVERY FUND AGREEMENT** (Agreement), made and entered into on the date noted by the last signatory below, by and between the **ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the EPC, and **[INSERT GRANTEE NAME]**, **[INSERT ENTITY TYPE HERE, LLP, LLC, Inc. non-profit, political subdivision of Florida, etc.]**, hereinafter referred to as GRANTEE;

**WITNESSETH**

**WHEREAS**, the EPC is a local environmental agency established by Chapter 84-446, Laws of Florida as amended (EPC Act);

**WHEREAS**, the EPC Act Section 19 established a Pollution Recovery Fund (PRF) for the purpose of funding, among other projects, environmental restoration, pollution mitigation, pollution control, and environmental protection education projects;

**WHEREAS**, GRANTEE submitted an application to the EPC for funding from the Pollution Recovery Fund; and

**WHEREAS**, GRANTEE proposes to perform the project titled: **[INSERT project name]** (hereinafter referred to as Project) as further detailed in the attached Scope of Services.

**WHEREAS**, the EPC determined that the funding of GRANTEE for the Project as requested is an appropriate and worthy expenditure of public funds; and

**WHEREAS**, the EPC Board approved on **[INSERT Board meeting date]**, the expenditure of such funds for this purpose and it is conditioned upon the following;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. **PURPOSE and AMOUNT.** This Agreement is for an amount not to exceed **\$(INSERT NUMERIC DOLLAR AMOUNT)** for the purpose of the work described in this Agreement and the hereby incorporated and adopted Scope of Service (see Attachment 1). The Scope of Service is

enforceable as part of this Agreement.

2. DURATION OF AGREEMENT. **This Agreement is effective upon the date of execution and expires twenty-four (24) months after execution of this Agreement.** Nonetheless, this Agreement may expire or be terminated in less than 24 months if a) all Agreement conditions are completed and final payment is issued by the EPC, or b) the Agreement is cancelled pursuant to paragraph 10, or c) all authorized PRF funds are expended in accordance with the conditions of this Agreement. All tasks and conditions must be completed and all invoices submitted to and received by the EPC on or before the Agreement expiration date in order for GRANTEE to receive full funding.

3. REPORTING REQUIREMENTS.

(a) GRANTEE will provide to the EPC a detailed written progress report every six months after execution of this Agreement. At a minimum, the report should provide a Project schedule or a revised schedule, a summary of progress to date, expenditures to date, a summary of the work performed in the past six months, and a summary of the work to be performed in the next six months.

(b) When submitting any invoice pursuant to paragraph 4, GRANTEE shall provide a brief status report on the Project.

(c) In addition to any other reports required in this Agreement and the Scope of Services, GRANTEE shall provide a final report prior to or on the expiration date of the Agreement which shall contain, at minimum, a final progress report similar to that required in paragraph 3(a) and also including photographic documentation of the final project, an analysis of the success of or conclusions drawn regarding the Project, and "as-built" construction drawings of the site work and planting plans if applicable.

4. REIMBURSEMENT. This Agreement is on a reimbursement basis only and GRANTEE must provide the necessary resources to conduct the work described in this Agreement and the Scope of Services. Upon receipt by the EPC Project Manager of an appropriate invoice and supporting documentation from GRANTEE, EPC shall process and reimburse GRANTEE for its allowable costs and expenses noted in the invoice and pursuant to this Agreement. Upon receipt of the final invoice, EPC reserves the right to perform a last inspection of the Project prior to issuance of any final payment. Prior to any reimbursement, if EPC has any questions or needs additional information (including supporting documentation) to ensure that any reimbursement is appropriate under this Agreement, GRANTEE shall promptly provide the additional information and/or allow for appropriate inspection of GRANTEE's files or project site as needed. Failure to respond to a reimbursement information request within 30 days of the EPC request, may result in denial of some or all of the request that cannot be substantiated. GRANTEE acknowledges that indirect costs

(e.g. – overhead) may not exceed five percent (5%) of the total direct costs of the PRF-funded portion of the Project.

5. ADDITIONAL CONDITIONS. GRANTEE shall comply with the additional following conditions:

(a) All Pollution Recovery Fund monies designated for this Project shall be allocated and used only for the portions of the Project funded by the PRF.

(b) If any signage, brochure, or other similar documentation (collectively referred to as "signage") is generated by the GRANTEE as part of the overall Project, even if PRF money was not allocated for the signage, the following name shall be referenced on the signage as a funding source for this Project: **"The Environmental Protection Commission of Hillsborough County Pollution Recovery Fund."** A photograph or photocopy of any aforementioned signage shall be provided to the EPC on or before completion of the Project.

(c) GRANTEE is to obtain all necessary federal, state, and local (including EPC) permits or authorizations prior to performing Project. Entry into this Agreement does not waive GRANTEE's obligation to comply with all federal, state, and local (including EPC) laws and regulations.

(d) GRANTEE is to provide documentation to the EPC prior to beginning the Project that it has acquired all necessary permits, authorizations, and property access agreements, where applicable.

(e) Use of PRF funds for purchase of capital equipment will only be allowed if the purchase is authorized in the Scope of Services. Additionally, the equipment must be described in detail in the Scope of Services, must relate directly to the Project, and must be a vital part of the Project's success. Any authorized equipment purchased using PRF funds may be subject to ownership by the EPC, and this ownership will be determined based on the terms of the Scope of Services and Paragraph 10.

(f) Repair and/or routine maintenance costs for vehicles, watercraft, machinery, and other equipment are not reimbursable by the PRF fund unless explicitly allowed under the terms of the Scope of Services.

6. RECORDS RETENTION. GRANTEE shall maintain appropriate and adequate records and supporting documentation applicable to this Agreement, including but not limited to the Project file, plans, photographs, and costs and expenditures sufficient for any pre- and post- audit that may be required. All documents that meet the definition of a public record shall be maintained subject to the public records law (including but not limited to Chp. 119, Florida Statutes). Notwithstanding the public records laws, this Project's records and documentation will be retained by GRANTEE for a minimum of five (5) years from the date of termination of this Agreement. The EPC and its

authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the EPC deems necessary during the period of this Agreement and during the period of five (5) years thereafter. The five (5) year time period will be extended until audit findings are issued if an audit is initiated during the five (5) year period. This right shall survive the expiration or termination of this Agreement.

7. PROJECT MANAGERS. The Project Managers are as follows:

- (a) GRANTEE Project Manager:  
[INSERT name, title, company or agency, address, phone, fax, and e-mail]
  
- (b) EPC Project Manager:  
[INSERT EPC staff name/title]  
Water Management Division/ Environmental Restoration Section  
3629 Queen Palm Drive, Tampa, FL 33619,  
(813) 627-2600, Ext. [INSERT], Email: [INSERT EMAIL].

GRANTEE agrees that there will be no change in GRANTEE's Project Manager or other key personnel and that there will be no significant decrease in the level of participation of GRANTEE's Project Manager or other key personnel without written notice to the EPC and written approval from the EPC. Key personnel are listed in GRANTEE's application to the EPC for PRF funding. If the aforementioned conditions are complied with, a mutually agreed upon change in key personnel will not require modification to this Agreement.

8. LIABILITY and INDEMNIFICATION. Each party and the officers, employees, and agents thereof shall not be deemed by virtue of this Agreement to be the officers, agents, contractors, or employees of the other party. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its respective officers, agents, and employees arising from the duties related to this Agreement. Notwithstanding any provision in this Agreement, all issues relating to liability, including but not limited to waivers or assumptions of liability, in this Agreement are subject to, may not be contrary to, and are limited by the sovereign immunity laws, including but not limited to section 768.28, Florida Statutes. To the fullest extent permitted by law, but limited by section 768.28, Florida Statutes, the GRANTEE and its agents shall defend, indemnify, and hold harmless the EPC, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the GRANTEE (which includes GRANTEE's subcontractors, agents, officers, directors, employees directly or indirectly employed by GRANTEE, or anyone else for whose acts any of those listed herein may be liable), excepting those acts or omissions arising out

of the sole negligence of the EPC.

9. SUBCONTRACTING. GRANTEE shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the EPC. GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the EPC and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by GRANTEE that the EPC shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. [IN THE EVENT USE OF A SUBCONTRACTOR IS PRE-APPROVED BY THE EPC, USE THE FOLLOWING LANGUAGE INSTEAD OF THE ABOVE: GRANTEE intends to subcontract this project, nonetheless GRANTEE shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the EPC. GRANTEE shall provide advance notice to EPC prior to selection of a subcontractor. GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the EPC and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by GRANTEE that the EPC shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.]

#### 10. CANCELLATION AND MODIFICATION.

(a) This Agreement may be immediately cancelled in writing (via fax, e-mail, hand delivery, or U.S. mail) by EPC without prior notice, if GRANTEE refuses to allow public access to all public records subject to the provisions of Chapter 119, Florida Statutes, which are made or received in conjunction with the Agreement.

(b) This Agreement may be cancelled by either party upon no less than 30 days written notice; notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

(c) In case of a cancellation, all documents, records, work accomplished, equipment (purchased with PRF money), and other items prepared, purchased, or acquired pursuant to this Agreement and in the possession of GRANTEE shall be immediately forwarded and turned over to EPC, but no later than 30 days from cancellation. Upon receipt of EPC's notice of cancellation or upon issuance of GRANTEE's notice of cancellation, GRANTEE shall immediately cancel all outstanding obligations (e.g. – orders for services or goods with third parties) and cease all PRF funded activities, besides those necessary to implement the cancellation as described above. GRANTEE shall not be eligible for reimbursement in the event GRANTEE initiates cancellation. GRANTEE may be eligible for partial reimbursement of reasonable costs incurred prior to notice of cancellation if EPC initiates the cancellation.

(d) No changes, transfers, assignments, extensions, or other modifications of this Agreement shall be valid unless the same are in writing and signed by all parties.

11. SEPARABILITY, CONSTRUCTION, and DISPUTE RESOLUTION. The parties agree to resolve any disputes related to the interpretation, obligations, or performance of this Agreement in accordance with this paragraph. Any party may initiate the dispute resolution process by providing written notice of the issue or issues raised and the complaining party's position on it to the other party. After transmittal and receipt of a notice specifying the area or areas of disagreement, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the issues. If discussion between the parties fails to resolve the dispute within thirty (30) days of the initial written notice and if the parties do not agree to an extension of the discussion period, the parties shall appoint a mutually acceptable third party to act as a mediator. In such mediation, the parties shall bear their own fees and costs. Furthermore, the parties agree to equally divide the fees and costs of the mediator. The mediation contemplated by this paragraph is intended to be an informal and non-adversarial process with the objective of helping the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying issues, fostering joint problem-solving and exploring settlement alternatives. If the parties are unable to reach a mediated settlement within thirty (30) days of the mediator's written appointment by the EPC, either party may terminate the settlement discussions by written notice to the other party. In such event, either party may initiate litigation to the extent authorized by law. The above dispute resolution provisions do not apply to the cancellation process, unless the parties mutually agree to use this dispute resolution process for cancellation disputes. Any legal action in connection with this Agreement shall be brought in Hillsborough County, Florida. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. If any provision of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, then such provision shall be null and void and shall be deemed separate from the remaining provisions of this Agreement which shall continue in full force and effect, provided the rights and obligations of the parties contained herein are not materially prejudiced and that the intentions of the parties can continue to be effected.

12. DISCRIMINATORY PRACTICES. GRANTEE agrees to comply with the requirements of all applicable state, federal and local laws, rules, regulations, ordinances and Executive Orders prohibiting and/or relating to discrimination.

13. INSURANCE. To the extent required by law, GRANTEE will be self-insured against, or will secure and maintain during the life of this Agreement, Worker's Compensation Insurance for all of GRANTEE's employees connected with the work of this project and, in case any work is

subcontracted, GRANTEE shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Worker's Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Worker's Compensation statutes, GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the EPC, for the protection of the employees not otherwise protected.

14. UNUSED FUNDS. Any funds not spent or encumbered by the Agreement expiration date(s) referenced in paragraph 2 above or by any cancellation date shall be returned to the Pollution Recovery Fund.

15. GRANTEE assures the EPC that its organization is free from the illegal use, possession, or distribution of drugs or alcohol.

16. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. The parties hereto may execute this Agreement in counterpart and such signatures shall have the same effect as if signed all at the same time.

**WHEREFORE**, the GRANTEE and EPC have caused this PRF Agreement to be executed as of the date noted by the last signatory below.

**ENVIRONMENTAL PROTECTION  
COMMISSION OF HILLSBOROUGH  
COUNTY**

**[ INSERT GRANTEE's FULL LEGAL  
NAME ]**

By: \_\_\_\_\_  
Kevin Beckner, Chairman EPC

By: \_\_\_\_\_  
[Insert Authorized Signatory's name and title]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCOPE OF SERVICES  
FOR PRF AGREEMENT # \_\_\_\_\_ BETWEEN EPC AND [INSERT GRANTEE NAME]**

**A. PROJECT BACKGROUND AND OBJECTIVES**

The applicant, [INSERT GRANTEE's full legal name] (GRANTEE), applied for and was granted Pollution Recovery Fund (PRF) money from the Environmental Protection Commission of Hillsborough County (EPC) for the project titled, [INSERT project name] (Project). GRANTEE shall [insert detailed project description].

**B. PROJECT SPECIFIC CONDITIONS**

Unless otherwise noted below, prior to expiration of the Agreement, GRANTEE shall:

- (1) Comply with all conditions in the PRF Agreement and any attachments to the Agreement.
- (2) [INSERT any other detailed conditions]

**C. PROJECT BUDGET**

- (1)
  - a) Total Estimated Cost of Project, Including non-PRF funded portions: \$[insert amount]
  - b) Total PRF Share Requested: \$[insert amount]
  - c) Total PRF Share Approved by EPC Board: \$[insert amount]
- (2) The following are other funding sources and amounts committed to the project that are not part of the EPC's PRF funding, but will be used for some aspect of the Project: \$[insert amount(s) and insert where the other funds are coming from – e.g. applicant funds, City, County, State, Federal, etc.].



PRF Attachment 1

(3) The following is a table detailing how the EPC’s allocated PRF funds and other known non-PRF funds are to be expended on this Project. This Agreement is for an amount not to exceed **\$[INSERT NUMERIC DOLLAR AMOUNT]** ([Spell out dollar amount]) from the PRF. Additionally, GRANTEE shall adhere to the limits noted in spending sub-categories a. through f. detailed in the “EPC PRF Funds” column below, unless otherwise agreed to in writing by both parties:

	EPC PRF Funds	Federal	Applicant/GRANTEE	State	Other
a. Personnel					
1.					
2.					
b. Administrative					
c. Materials					
d. Contractual					
e. Construction					
f. Other					
g. Total Direct Charges (Sum of a. to f.)					

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## **ENVIRONMENTAL PROTECTION COMMISSION**

### **AGENDA ITEM COVER SHEET**

**Date of EPC Meeting:** September 19, 2013

**Subject:** Presentation of Advanced Leadership Development Program (ALDP) project

**Agenda Section:** Regular Agenda

**Division:** Waste Management Division

**Recommendation:** Informational Report

**Brief Summary:** The ALDP was created to develop leadership skills of staff members. Program is open to any staff member who opts to apply to this program. Candidates have to have the recommendation of their supervisor and are ultimately selected by senior staff.

**Financial Impact:** No Financial Impact

**Background:** EPC's Green Star Program is a non-regulatory industry friendly program designed to encourage auto repair facilities to go above and beyond environmental compliance through the use of Best Management Practices (BMP) and Pollution Prevention (P2) strategies. This ALDP project was selected to find innovative methods to generate interest in the Green Star program within the auto repair industry and encourage participation in this voluntary program. Some of the creative ideas that were implemented towards achieving this goal included organizing a workshop for representatives of the auto repair industry, having staff members identify strong Green Star candidates and enlisting the help of representatives of auto repair facilities that have already gone through the Green Star certification process. This report provides an overview of how this project was implemented, the results of these efforts and applying the lessons learned from this project to further attract more auto repair facility owners to participate in the Green Star program.

**List of Attachments:** None

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## *ENVIRONMENTAL PROTECTION COMMISSION*

### *AGENDA ITEM COVER SHEET*

**Date of EPC Meeting:** September 19, 2013

**Subject:** Presentation of Green Star certifications

**Agenda Section:** Regular Agenda

**Division:** Waste Management Division

**Recommendation:** Present representatives of four auto repair facilities with the Green Star Certification.

**Brief Summary:** The following representatives will be in attendance to receive their Green Star certification: Tom Devine - Ed Morse Cadillac and Brandon Auto Mall – Fiat; David Estevez - Tire Kingdom #52; and Eric Green - Ferman Nissan.

**Financial Impact:** No Financial Impact

**Background:** EPC's Green Star Program is a non-regulatory industry friendly program designed to encourage auto repair facilities to go above and beyond environmental compliance through the use of Best Management Practices (BMP) and Pollution Prevention (P2) strategies. EPC utilizes a compliance workbook and self-audit checklist developed by Florida Department of Environmental Protection specifically for the auto repair industry. Once the facility completes the checklist, it is submitted to EPC for review. After the review, a certification inspection is performed by EPC staff to ensure what is on paper is actually being implemented. Facilities that are in compliance and successfully implement the necessary BMPs and P2 elements are certified as a "Green Star" facility. Auto repair facilities who successfully meet the criteria receive a Certificate of Recognition and a "Green Star" decal that can be used to demonstrate to their customers that they achieved "green" facility status.

**List of Attachments:** None.

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## *ENVIRONMENTAL PROTECTION COMMISSION*

### *AGENDA ITEM COVER SHEET*

**Date of EPC Meeting:** September 19, 2013

**Subject:** County Administrator's Energy Planning

**Agenda Section:** Regular Agenda

**Division:** Air Management Division

**Recommendation:** Informational report

**Brief Summary:** Joshua Bellotti of the County's Real Estate and Facilities Department will give a brief presentation on the County Administrator's energy plans for County owned buildings. This is a follow up to the Energy and Sustainability Plan (ESP) produced under contract for the EPC Board in 2011.

**Financial Impact:** No additional funds will be requested.

**Background:** In the fall of 2010, the EPC Board authorized EPC staff to contract out the development of an energy and greenhouse gas inventory as well as some suggestions for energy savings in County run buildings. The report was presented to the Board in the summer of 2011, and staff was encouraged to work with the Administrator to try and implement some of the report's recommendations. Following numerous meetings and discussions, the County's Real Estate and Facilities Department is prepared to report their energy savings progress.

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## **ENVIRONMENTAL PROTECTION COMMISSION**

### **AGENDA ITEM COVER SHEET**

**Date of EPC Meeting:** September 19, 2013

**Subject:** Update on Sulfur Handling in Hillsborough County

**Agenda Section:** Regular Agenda

**Division:** Air Management Division

**Recommendation:** Receive staff update and provide guidance.

**Brief Summary:** Last month Tampa Fire Rescue responded to several fires at Gulf Sulfur Services on McCloskey Boulevard and issued shelter-in-place orders for citizens in portions of the City. As directed by the Board, staff has looked into the cause of the fires and will be offering some options to minimize the chance that anything like this reoccurs.

**Financial Impact:** No financial impact.

**Background:** On August 8<sup>th</sup> and again on August 13<sup>th</sup>, Tampa Fire Rescue responded to sulfur fires at Tank #8 at Gulf Sulfur Services on McCloskey Boulevard. Each time Fire Rescue issued a shelter-in-place order for citizens downwind as the fumes being emitted were deemed unhealthy by fire officials. EPC responded by sending investigators out to determine the cause of the fires and whether any environmental rules had been violated. At the August Board meeting, staff was directed to provide an update and be prepared to discuss preventative options.

Staff has since inspected Gulf Sulfur Services and determined that Tank #7 was also in disrepair. It failed structurally and has been drained for a full evaluation as well as Tank #8. Coincidentally CF Industries in Plant City also had a sulfur tank fail in August and product was released on the open ground. Again staff initiated an investigation.

Because of the recent events, all the sulfur handling facilities in Hillsborough County were inventoried. There are a total of six plants that store large amounts of sulfur and all have air pollution permits issued either by EPC on behalf of the State, or by the State itself. Staff has hosted a teleconference with all the interested parties, including the Port, and is recommending that some additional preventive measures be added to these facilities' air pollution permits to preclude this from happening again. Staff is hoping to work cooperatively with industry to expedite this process.

**List of Attachments:** None.

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