



Jeb Bush  
Governor

# Department of Environmental Protection

Southwest District  
3804 Coconut Palm Drive  
Tampa, Florida 33619

Colleen M. Castille  
Secretary

extra copy

September 21, 2005

CERTIFIED MAIL 7002 3150 0003 8463 3353  
RETURN RECEIPT REQUESTED

Chairwoman Vicki Phillips, District 2  
Citrus County Board of County Commissioners  
110 North Apopka Avenue  
Inverness, Florida 34450

RE: Final Consent Agreement #05-1078  
Citrus County Central Class I Landfill and Closed Class I Landfill  
S.R. 44, Lecanto  
Citrus County

Dear Ms. Phillips:

Enclosed please find a copy of the above-referenced executed Consent Agreement. The effective date of the Consent Agreement is September 20, 2005. The Department received the County's payment of \$3,000 for costs and expenses on August 15, 2005.

If you have any questions, please call me at (813) 744-6100, ext. 451. Your efforts in the resolution of this case are appreciated.

Sincerely,

*Stephanie Petro*

Stephanie Petro  
Solid Waste Enforcement Coordinator  
Southwest District

Enclosure: Consent Agreement #05-1078

cc: William Kutash, Waste Program Administrator, FDEP Tampa  
Susan Pelz, P.E., FDEP Tampa  
Steve Morgan, FDEP Tampa  
John Morris, P.G., FDEP Tampa  
Ken Frink, Citrus County Public Works Director  
Keith Mousel, Division of Forestry, Brooksville

cc w/ certified enc: Susan Metcalfe, Citrus County Solid Waste Management Division Director /#7002 3150 0003 8463 3360

"More Protection, Less Process"

Printed on recycled paper.

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,

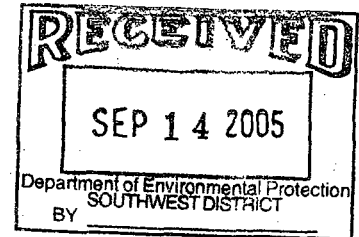
IN THE OFFICE OF THE  
SOUTHWEST DISTRICT

Complainant,  
vs.

OGC FILE NO. 05-1078

Citrus County  
Board of County Commissioners,

Respondent.  
\_\_\_\_\_ /



CONSENT AGREEMENT

This Consent Agreement is entered into between the State of Florida Department of Environmental Protection ("Department") and the Citrus County Board of County Commissioners ("Respondent") to reach settlement of certain matters at issue between the Department and Respondent.

The Department finds and the Respondent neither admits nor denies the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to administer and enforce the provisions of Chapter 403, Florida Statutes, and the rules promulgated thereunder, Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Consent Agreement.
2. Respondent is a person within the meaning of Section 403.031(5), Florida Statutes.
3. Respondent is the operator of the Citrus County Central Class I Landfill and the Closed Class I Landfill ("facility"). The facility is located at 28 degrees 51 minutes and 8 seconds latitude, and 82 degrees, 26 minutes, and 38 seconds longitude. The facility is located

near S.R. 44, approximately 3 miles east of Lecanto in Citrus County, Florida. Respondent operates the facility under Department Permit No. 21375-003-SO ("Permit"), which expires on August 31, 2005.

4. The Department finds that the following violations occurred: According to a file review conducted on June 9, 2005, exceedances of Department ground water standards were reported at downgradient ground water monitoring wells since 2002 and exceedances of the lower explosive limit for combustible gases (calibrated to methane) were reported at landfill gas monitoring probes located at or beyond the property boundary since November 2003.

5. Having reached a resolution of the matter Department and the Respondent mutually agree and it is,

**ORDERED:**

6. The approved "Groundwater Investigation Plan" shall be incorporated herein and made a part of this Consent Agreement, as Exhibit A, and the Respondent shall implement the proposals in the Groundwater Investigation Plan pursuant to the approved schedule.

7. The approved "Landfill Gas Compliance Action Plan" shall be incorporated herein and made a part of this Consent Agreement, as Exhibit B, and the Respondent shall implement the proposals in the Landfill Gas Compliance Action Plan pursuant to the approved schedule.

8. Within 90 days of the effective date of the Consent Agreement, the Respondent shall install and develop ground water monitoring wells MW-10 through MW-15 and MW-17 within 100 feet of the edge of waste disposal cells, conduct an "initial sampling event" at these wells, and submit a summary report of the initial sampling event results to the Department with

recommendations regarding the need to conduct further assessment activities, as summarized in Exhibit A.

9. Within 90 days of the effective date of the Consent Agreement, the Respondent shall install new landfill gas monitoring probes GP-1 through GP-18, submit a to-scale construction drawing of the new gas monitoring probes, and submit gas monitoring data results to the Department, as summarized in Exhibit B. Existing gas monitoring probes shall not be abandoned until the lease expansion agreement referenced in Paragraph 10 is submitted to the Department and the permit modification referenced in Paragraph 11.a. is issued.

10. Within 90 days of the effective date of the Consent Agreement, the Respondent shall obtain a lease expansion agreement from the Division of Forestry/State Lands and submit a copy of this lease agreement to the Department. If the lease expansion agreement is not obtained within 90 days of the effective date of the Consent Agreement, the Department reserves the right to grant an extension of 30 days to Respondent to obtain such lease expansion agreement if an extension is warranted. If the Department grants a 30-day extension, then such 30-day extension shall automatically apply to Ordered Sections Paragraphs 11.a., 11.b., 11.c., 12.a. and 12.b.

11. If the lease expansion agreement referenced in Paragraph 10 is obtained and submitted to the Department within 90 days of the effective date of this Consent Agreement, or in accordance with an extension granted by the Department, then the Respondent shall proceed with the following activities:

a) Within 120 days of the effective date of the Consent Agreement, Respondent shall submit an application for a permit modification to the Department that addresses changes in the facility's boundaries, zone of discharge (ZOD), monitoring well network, routine ground water sampling frequency, and landfill gas monitoring system.

b) If exceedances of ground water standards (primary drinking water standards listed in Rule 62-550.310, F.A.C.) or minimum criteria as specified in Chapter 62-520, F.A.C., are reported in the initial sampling event results referenced in Paragraph 8, then within 150 days of the effective date of the Consent Agreement, the Respondent shall commence site assessment activities at the affected new wells (MW-10 through MW-15 and MW-17) at the new ZOD in accordance with Chapter 62-780, F.A.C. The Respondent shall conduct site assessment activities and submit a Site Assessment Report in accordance with the requirements of Rule 62-780.600, F.A.C., as summarized in Exhibit A.

c) If exceedances of Rule 62-701.530(1)(a), F.A.C., are reported in the gas monitoring data results referenced in Paragraph 9, then within 150 days of the effective date of the Consent Agreement, the Respondent shall complete installation of passive gas vents, as described in "Phase 2" of the approved Landfill Gas ("LFG") Compliance Action Plan, at the new property boundary, as summarized in Exhibit B, and submit a to-scale drawing of the constructed Phase 2 landfill gas remediation system to the Department. The passive venting system described in the Phase 2 LFG Compliance Action Plan of Exhibit B shall include vents screened appropriately to capture landfill gas from each zone as determined by the geoprobe investigation. Upon completion of the installation of the Phase 2 LFG remediation system, the Respondent shall conduct monthly gas probe monitoring to demonstrate the effectiveness of the Phase 2 LFG remediation system and compliance at the new property boundary. Respondent shall continue to conduct this monthly monitoring until authorized by the Department to terminate or modify the frequency or locations of the monitoring. Within 270 days of the

effective date of the Consent Agreement, the Respondent shall submit a Phase 2 LFG Compliance Action Plan Summary Report, recommending further activities, if appropriate, as summarized in Exhibit B, to the Department for review and approval. Based on the Phase 2 LFG Compliance Action Plan Summary Report and monthly gas monitoring data, the Department may require supplemental corrective actions (e.g., implementation of the Phase 3 LFG Compliance Action Plan).

d) Within 30 days of the Department's notification to the Respondent that supplemental corrective actions are required, Respondent shall submit to the Department a proposed gas management system in accordance with the Phase 3 LFG Compliance Action Plan of Exhibit B. Within 180 days of the Department's approval of this proposed gas management system, the Respondent shall complete the installation of the Phase 3 LFG Compliance Action Plan and submit a Certification of Construction Completion form (with supporting documentation) for Phase 3 (Certification) to the Department. Within 120 days of submitting the Certification to the Department, the Respondent shall submit a Phase 3 LFG Compliance Action Plan Summary Report, recommending further activities, if appropriate, to the Department for review and approval. Based on the Phase 3 LFG Compliance Action Plan Summary Report and monthly gas monitoring data, the Department may require additional supplemental corrective actions.

e) Within 30 days of the Department's notification to the Respondent that additional supplemental corrective actions are required, Respondent shall submit a revised Exhibit B to the Department for review and approval. The revised Exhibit B shall detail additional corrective actions to address LFG migration and include a schedule for implementation and completion of the activities.

12. If the lease expansion agreement referenced in Paragraph 10 is not obtained and submitted to the Department within 90 days of the effective date of this Consent Agreement, or in accordance with an extension granted by the Department, then the Respondent shall proceed with the following activities:

a) Within 150 days of the effective date of the Agreement, Respondent shall commence ground water monitoring site assessment activities at the affected existing wells (MW-AA, MW-B, MW-C, MW-D, MW-8R, and MW-9) at the existing property boundary in accordance with Chapter 62-780, F.A.C. The Respondent shall conduct site assessment activities and submit a Site Assessment Report in accordance with the requirements of Rule 62-780.600, F.A.C., as summarized in Exhibit A.

b) Within 150 days of the effective date of the Consent Agreement, the Respondent shall complete installation of passive gas vents, as described in "Phase 2" of the approved LFG Compliance Action Plan, at the existing property boundary, as summarized in Exhibit B, and submit a to-scale drawing of the constructed Phase 2 landfill gas remediation system to the Department. The passive venting system described in the Phase 2 LFG Compliance Action Plan of Exhibit B shall include vents screened appropriately to capture landfill gas from each zone as determined by the geoprobe investigation. Upon completion of the installation of the Phase 2 LFG remediation system, the Respondent shall conduct monthly gas probe monitoring to demonstrate the effectiveness of the Phase 2 LFG remediation system and compliance at the existing property boundary. Respondent shall continue to conduct this monthly monitoring until authorized by the Department to terminate or modify the frequency or locations of the monitoring. Within 270 days of the effective date of the Consent Agreement, the

Respondent shall submit a Phase 2 LFG Compliance Action Plan Summary Report, recommending further activities, if appropriate, as summarized in Exhibit B, to the Department for review and approval. Based on the Phase 2 LFG Compliance Action Plan Summary Report and monthly gas monitoring data, the Department may require supplemental corrective actions (e.g., implementation of the Phase 3 LFG Compliance Action Plan).

c) Within 30 days of the Department's notification to the Respondent that supplemental corrective actions are required, Respondent shall submit to the Department a proposed gas management system in accordance with the Phase 3 LFG Compliance Action Plan of Exhibit B. Within 180 days of the Department's approval of this proposed gas management system, the Respondent shall complete the installation of the Phase 3 LFG remediation system and submit a Certification of Construction Completion form (with supporting documentation) for Phase 3 (Certification) to the Department. Within 120 days of submitting the Certification to the Department, the Respondent shall submit a Phase 3 LFG Compliance Action Plan Summary Report, recommending further activities, if appropriate, to the Department for review and approval. Based on the Phase 3 LFG Compliance Action Plan Summary Report and monthly gas monitoring data, the Department may require additional supplemental corrective actions.

d) Within 30 days of the Department's notification to the Respondent that additional supplemental corrective actions are required, Respondent shall submit a revised Exhibit B to the Department for review and approval. The revised Exhibit B shall detail additional corrective actions to address LFG migration and include a schedule for implementation and completion of the activities.



13. Upon review of the submittals required by this Consent Agreement, the Department may request additional information. All additional information shall be submitted to the Department within 30 days of receipt of the Department's written request.

14. Within thirty (30) days of the effective date of this Consent Agreement, Respondent shall pay the Department \$3,000 in settlement of the matters addressed in this Consent Agreement. This amount includes \$3,000 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Consent Agreement. Payment shall be made by cashier's check, money order, or County-issued check. The instrument shall be made payable to the "Department of Environmental Protection" and shall include thereon the OGC number assigned to this Consent Agreement and the notation "Ecosystem Management and Restoration Trust Fund."

15. Respondent agrees to pay the Department stipulated penalties in the amount of \$100 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 6-14 of this Consent Agreement. A separate stipulated penalty shall be assessed for each violation of this Consent Agreement. Within 30 days of written demand from the Department, Respondent shall make payment of the appropriate stipulated penalties to "The Department of Environmental Protection" by cashier's check or money order and shall include thereon the OGC number assigned to this Consent Agreement and the notation "Ecosystem Management and Restoration Trust Fund." Payment shall be sent to the Department of Environmental Protection, Solid Waste Manager, 3804 Coconut Palm Drive, Tampa, Florida 33619-1352. The Department may make demands for payment at any time after violations occur. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any of the terms of this Consent Agreement. Any penalties assessed under this paragraph shall be

in addition to the settlement sum agreed to in paragraph 14 of this Consent Agreement. If the Department is required to file a lawsuit to recover stipulated penalties under this paragraph, the Department will not be foreclosed from seeking civil penalties for violations of this Consent Agreement in an amount greater than the stipulated penalties due under this paragraph.

16. If any event, including administrative or judicial challenges by third parties unrelated to the Respondent, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Consent Agreement, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the Respondent and could not have been or cannot be overcome by Respondent's due diligence. Economic circumstances shall not be considered circumstances beyond the control of Respondent, nor shall the failure of a contractor, subcontractor, materialman or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause beyond the control of Respondent, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department orally within 24 hours or by the next working day and shall, within seven calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay and the timetable by which Respondent intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or

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

17. Respondent shall publish the following notice in a newspaper of daily circulation in Citrus County, Florida. The notice shall be published one time only within 15 days after the effective date of the Consent Agreement by the Department.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

NOTICE OF CONSENT AGREEMENT

The Department of Environmental Protection gives notice of agency action of entering into a Consent Agreement with Citrus County Board of County Commissioners pursuant to Section 120.57(4), Florida Statutes. The Consent Agreement addresses exceedances of groundwater standards and landfill gas criteria at the Citrus County Central Class I and Closed Class I Landfills located near S.R. 44, 3 miles east of Lecanto in Citrus County. The Consent Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, 3804 Coconut Palm Drive, Tampa, Florida 33619-1352.

Persons whose substantial interests are affected by this Consent Agreement have a right to petition for an administrative hearing on the Consent Agreement. The Petition must contain the information set forth below and must be filed (received) in the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes.

The petition shall contain the following information: (a) The name, address, and telephone number of each petitioner; the Department's identification number for the Consent Agreement and the county in which the subject matter or activity is located; (b) A statement of how and when each petitioner received notice of the Consent Agreement; (c) A statement of how each petitioner's substantial interests are affected by the Consent Agreement; (d) A statement of the material facts disputed by petitioner, if any; (e) A statement of facts which petitioner contends warrant reversal or modification of the Consent Agreement; (f) A statement of which rules or statutes petitioner contends require reversal or modification of the Consent Agreement; (g) A statement of the relief sought by petitioner, stating precisely the action petitioner wants the Department to take with respect to the Consent Agreement.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Consent Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, Florida Statutes, and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Consent Agreement may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, Florida Statutes, or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely

affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the Respondent, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Consent Agreement. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

- (a) The names, addresses, and telephone numbers of any persons who may attend the mediation;
- (b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;
- (c) The agreed allocation of the costs and fees associated with the mediation;
- (d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;
- (e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;
- (f) The name of each party's representative who shall have authority to settle or recommend settlement; and
- (g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.
- (h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, Florida Statutes, the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, Florida Statutes, remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

18. Entry of this Consent Agreement does not relieve Respondent of the need to comply with applicable federal, state or local laws, regulations or ordinances.

19. The terms and conditions set forth in this Consent Agreement may be enforced in a court of competent jurisdiction pursuant to Sections 120.69 and 403.121, Florida Statutes. Failure to comply with the terms of this Consent Agreement shall constitute a violation of Section 403.161(1)(b), Florida Statutes.

20. Respondent is fully aware that a violation of the terms of this Consent Agreement may subject Respondent to judicial imposition of damages, civil penalties up to \$10,000.00 per day per violation and criminal penalties.

21. Respondent shall allow all authorized representatives of the Department access to the property and facility at reasonable times for the purpose of determining compliance with the terms of this Consent Agreement and the rules and statutes of the Department.

22. All submittals and payments required by this Consent Agreement to be submitted to the Department shall be sent to the Florida Department of Environmental Protection, Solid Waste Manager, 3804 Coconut Palm Drive, Tampa, Florida 33619-1352.

23. The Department hereby expressly reserves the right to initiate appropriate legal action to prevent or prohibit any violations of applicable statutes, or the rules promulgated thereunder that are not specifically addressed by the terms of this Consent Agreement, including but not limited to undisclosed releases, contamination or polluting conditions.

24. The Department, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Consent Agreement, hereby waives its right to seek judicial imposition of damages or civil penalties for alleged violations outlined in this

Consent Agreement; provided, however, should the Department conclude that clean up of the contaminated area to site rehabilitation levels is not feasible; or should the Respondent not completely implement the remedial or corrective action plan (however denominated) as approved by the Department; the Department expressly reserves its right to seek restitution from Respondent for environmental damages. Within 20 days of receipt of the Department's written notification of its intent to seek said restitution, Respondent may pay the amount of the damages or may, if it so chooses, initiate negotiations with the Department regarding the monetary terms of restitution to the state. Respondent is aware that should a negotiated sum or other compensation or environmental damages not be agreed to by the Department and Respondent within 20 days of receipt of Department written notification of its intent to seek restitution, the Department may institute appropriate action, either administrative through a Notice of Violation, or judicial, in a court of competent jurisdiction through a civil complaint, to recover Department assessed environmental damages as provided by law.

25. Respondent acknowledges and waives its right to an administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, on the terms of this Consent Agreement. Respondent acknowledges its right to appeal the terms of this Consent Agreement pursuant to Section 120.68, Florida Statutes, and waives that right upon signing this Consent Agreement.

26. No modifications of the terms of this Consent Agreement shall be effective until reduced to writing and executed by both Respondent and the Department.

27. This Consent Agreement is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Consent Agreement is not a settlement of any criminal liabilities which may arise under Florida

law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law.

28. Respondent shall use all reasonable efforts to obtain any necessary access for work to be performed in the implementation of this Consent Agreement. If necessary access cannot be obtained, or if obtained, is revoked by owners or entities controlling access to the properties to which access is necessary, Respondent shall notify the Department within (5) business days of such refusal or revocation. The Department may at any time seek to obtain access as is necessary to implement the terms of this Consent Agreement. The Respondent shall reimburse the Department for any damages, costs, or expenses, including expert and attorneys fees, that the Department is ordered to pay, or that the Department incurs in connection with its efforts to obtain access as is necessary to implement the terms of this Consent Agreement. Respondent shall pay these sums to the Department or arrange a payment schedule with the Department within 30 days of written demand by the Department.



29. This Consent Agreement is a final order of the Department pursuant to Section 120.52(7), Florida Statutes, and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, Florida Statutes. Upon the timely filing of a petition this Consent Agreement will not be effective until further order of the Department.

**FOR THE RESPONDENT:**

I, Vicki Phillips on behalf of Citrus County BOCC, **HEREBY ACCEPT THE TERMS OF THE SETTLEMENT OFFER IDENTIFIED ABOVE.**

By: Vicki Phillips Date: July 26, 2005

Title: Chairwoman

DONE AND ORDERED this 15<sup>th</sup> day of September, 2005,  
in Tampa Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

Deborah A. Getzoff  
Deborah A. Getzoff  
District Director  
Southwest District

**FILING AND ACKNOWLEDGEMENT FILED, on this date, pursuant to §120.52 Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.**

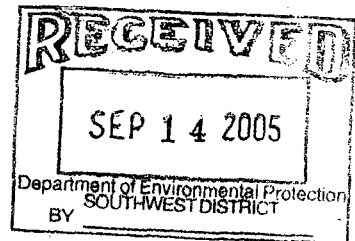
Anna Blair  
Clerk

9/20/2005  
Date

Copies furnished to:  
Larry Morgan, OGC  
Kathy Carter, OGC (executed copy only)  
Sandra Wilson, FDEP - Tampa (executed copy only)

"EXHIBIT A"

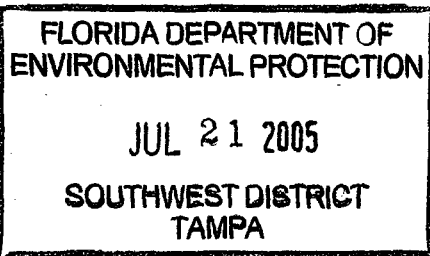
CITRUS COUNTY CENTRAL LANDFILL  
GROUNDWATER INVESTIGATION PLAN



Prepared by:  
JONES EDMUNDS & ASSOCIATES, INC.  
730 N.E. Waldo Road  
Gainesville, Florida 32641-5699  
Certificate of Authorization # 1841

July 2005

*Allan H. Biddle*  
Allan H. Biddlecomb, P.G.  
Florida License No. 1258  
7/20/05



## TABLE OF CONTENTS

---

- 1.0 INTRODUCTION
- 2.0 PHYSICAL LOCATION AND GEOLOGICAL SETTING
- 3.0 LEASE EXPANSION
- 4.0 COMPLIANCE MONITORING WELL INSTALLATION
- 5.0 SITE ASSESSMENT
- 6.0 SCHEDULE

FIGURE 1 SITE PLAN WITH PROPOSED MONITORING WELL LOCATIONS

TABLE 1 COMPLIANCE WELL CONSTRUCTION DETAILS

TABLE 2 INITIAL GROUNDWATER ANALYTICAL PARAMETER LIST

## 1.0 INTRODUCTION

The Citrus County Central Landfill (Landfill) is currently operated under Florida Department of Environmental Protection permit 21375-003-SO. Modifications to the current groundwater monitoring plan have been proposed as part of the 2005 permit renewal application. These modifications are in response to inadequate monitoring well construction, proximity of monitoring wells to waste, and groundwater analytical data in exceedance of drinking water standards. The following plan outlines the proposed course of action to address deficiencies in the current plan. Several "steps" in the plan are contingent upon the outcome of previous "steps". An outline of the plan including key decision points and resultant activities is provided below:

### **1. Lease Expansion Agreement is Approved**

#### **a. Minor Modification of Operating Permit**

- Submit permit modification to identify new property boundary, establish new zone of discharge 100 feet from the edge of waste, and establish routine groundwater sampling frequency within 30 days of approval of lease expansion.
- b. If no exceedances of primary drinking water standards are reported in the initial sampling event results, conduct routine monitoring at new compliance wells (MW-10 through MW-15 and MW-17).
- c. If exceedances of primary drinking water standards are reported in the initial sampling event results, commence site assessment activities at affected new wells in accordance with Chapter 62-780, F.A.C., within 60 days of receipt of analytical data. Conduct site assessment activities and submit a Site Assessment Report in accordance with the requirements of Rule 62-780.600, F.A.C., as summarized in Section 5.0.

### **2. Lease Expansion Agreement is Denied**

- a. Commence site assessment activities at existing property line in accordance with Chapter 62-780, F.A.C., within 60 days of denial of lease expansion, or end of DEP extensions.
- b. Conduct site assessment activities and submit a Site Assessment Report in accordance with the requirements of Rule 62-780.600, F.A.C., as summarized in Section 5.0.

## 2.0 PHYSICAL LOCATION AND GEOLOGICAL SETTING

The Landfill is located in central Citrus County approximately three miles east of Lecanto, Florida, near State Road 44. The landfill is located at latitude 28° 51' 07" North and longitude 82°26'12" West in Section 1, Township 19 South, Range 18 East. The Landfill is composed of a closed 60-acre site and an active 80-acre site. The active landfill is a lined cell with a leachate collection system. Except for seven acres, the closed landfill is unlined and is not served by a leachate collection system. The entire closed landfill is capped with a membrane and soil cover.

The Landfill lies within the Hernando Hammock physiographic subdivision of the Ocala Uplift District as described by Brooks (1981). This region is characterized by remnant erosional hills and ridges, which are in-filled with thick, weathered deposits of sand and clayey sand. The

landfill is also within the northern portion of the Brooksville Ridge. The Brooksville Ridge is characterized as an extensive, internally drained, karst terrain with high local relief.

Near-surface regional geology in the landfill area is typically characterized by undifferentiated sands and clays of the Hawthorn Group. The thickness and continuity of individual strata varies greatly in the area. The sand and clays act as a partial confining unit for the Floridan aquifer in some parts of the region. Beneath the undifferentiated sands and clays lies a thick sequence of Eocene age carbonate deposits, which generally consist of the Suwannee limestone, Ocala Group, and Avon Park formations.

Site specific geology is characterized by approximately 130 feet of surficial sands ranging from fine to medium sands to clayey, silty fine sands. Several 1-foot to 2-foot discontinuous clay layers are present between 50 and 80 feet bls. These sediments, when present, form a low permeability unit over the Floridan aquifer with an average hydraulic conductivity of 0.024 foot per day. These sediments do not have sufficient lateral continuity at the site to form a confining layer or support a separate perched water table aquifer. Beneath these sediments lies the Suwannee Formation. The Suwannee has a highly irregular surface beneath the site, with elevations ranging from 80 feet NGVD to -54 feet NGVD. The Floridan aquifer occurs under water-table conditions at the site and is the only consistent aquifer system present beneath the site.

### 3.0 LEASE EXPANSION

The County has initiated negotiations with the adjacent landowner (Florida State Division of Forestry) to expand the limits of the current lease agreement to increase the property boundary of the Landfill facility. Discussions with Ms. Gloria Nelson of the DEP Division of State Lands indicate that the current lease agreement can be amended within 90 days of submittal of a letter of intent from the local Division of Forestry representative. The letter of intent will include a legal description of the proposed expansion area. The Department may elect to grant the County up to 30 additional days from the effective date of the consent order to obtain and submit the agreement. The proposed boundary of the lease expansion is shown in Figure 1. Upon successful execution of the lease expansion, a minor permit modification application will be submitted to DEP to expand the Zone of Discharge boundary to 100 feet from the edge of waste as shown in Figure 1.

### 4.0 COMPLIANCE MONITORING WELL INSTALLATION

Seven new compliance monitoring wells (MW-10 through MW-15 and MW-17) will be installed with a spacing of no more than 500 feet between wells and within 100 feet of the edge of waste. The locations of the proposed downgradient monitoring wells are shown in Figure 1.

Each proposed monitoring well will be constructed of 2-inch PVC with 20-feet of 0.010-inch slotted screen extending from approximately -4 to 16 feet NGVD. This screen interval should accommodate the severe water level fluctuations observed at the site, while allowing for monitoring of the uppermost water bearing unit. The proposed monitoring well construction details are included below (Table 1).

Table 1 Proposed Wells			
Monitoring Well ID	Estimated Top of Casing Elevation (NGVD)	Proposed Well Screen Interval (NGVD)	
		Top	Bottom
MW-10	115	16	-4
MW-11	115	16	-4
MW-12	115	16	-4
MW-13	115	16	-4
MW-14	115	16	-4
MW-15	115	16	-4
MW-16	120	16	-4
MW-17	115	16	-4

Table

Notes:

TOC elevations and proposed well screen intervals are approximate; based on land surface elevations and historical groundwater elevations.

A piezometer (MW-16) will be installed south of existing well MW-6, to provide additional groundwater flow information. The proposed location of the new piezometer is shown in Figure 1. Proposed construction details are included above (Table 1-2).

Groundwater samples will be collected from wells MW-10, 11, 12, 13, 14, 15 and 17 to determine initial groundwater quality. Groundwater samples from the initial sampling will be analyzed for the parameters listed in Table 2 .

Table 2 Initial Groundwater Sampling Parameters	
Field Parameters	Laboratory Parameters
Static Water Levels	Total Ammonia - N
Specific Conductivity	Chlorides
Temperature	Iron
Ph	Mercury
Dissolved Oxygen	Nitrate
Turbidity	Sodium
Colors and Sheens (by observation)	Total Dissolved Solids
	Those Parameters listed in 40 CFR Part 258, Appendix I and Appendix II

Upon the completion of the above activities, a Groundwater Monitoring Plan Evaluation Report will be submitted to DEP that includes; a discussion of the work performed, a summary of the findings and, if necessary, additional changes to the existing Groundwater Monitoring Plan. The report will also address the need to implement a Site Assessment if warranted according to 62-780.600 (1), F.A.C.

## 5.0 SITE ASSESSMENT

As required by 62-780.600 (1), F.A.C., a site assessment will commence within 60 days after discovery of an offsite discharge. A site assessment will be performed if one of two events occur: (1) the expanded lease agreement is approved and drinking water standard exceedances are reported for the initial sampling of the newly installed compliance monitoring wells, (2) the expanded lease agreement is denied.

The Site Assessment will be designed and implemented to comply with the requirements of 62-780.600 (3), (4), and (5), F.A.C. As defined in 62-780.600 (3), F.A.C., the objectives of the site assessment will be as follows:

- a) To evaluate the current exposure and potential risk of exposure to humans and the environment, including multiple pathways of exposure. The physical, chemical, and biological characteristics of each contaminant and the individual site characteristics shall be considered. The individual site characteristics include:
  1. The current and projected use of the affected groundwater and surface water in the vicinity of the site;
  2. The current and projected land use of the area affected by the contamination;
  3. The exposed human population and ecological receptors including the presence of threatened or endangered species (flora and fauna). A general literature review and analysis based on site-specific conditions may be sufficient;
  4. The location of the plume;
  5. The degree and extent of contamination;
  6. The rate and direction of migration of the plume;
  7. The apparent or potential rate of degradation of contaminants through natural attenuation; and
  8. The potential for further migration in relation to the source property boundary;
- (b) To determine whether contamination is present and the types of contaminants present, and to determine the horizontal and vertical extent of contamination in every medium found to be contaminated (for soil in the unsaturated zone, to the more stringent of the direct exposure residential soil CTLs and the applicable leachability-based soil CTLs provided in Chapter 62-777, F.A.C., Table II; and for groundwater, to the groundwater CTLs or to the surface water CTLs provided in Chapter 62-777, F.A.C., Table I, as applicable);
- (c) To determine or confirm the origin(s) of the source(s) of contamination, if technologically feasible;
- (d) To establish the background concentrations;
- (e) To establish the horizontal extent and thickness of free product, if technologically feasible. If the soil concentration of a contaminant is above its soil saturation concentration ( $C_{sat}$ ), free product may be present. [Refer to the technical report referenced in subsection 62-780.100(2), F.A.C., for development of soil CTLs based on  $C_{sat}$ .];
- (f) To determine whether source removal, in addition to any interim source removal already performed pursuant to Rule 62-780.500, F.A.C., is warranted;
- (g) To describe relevant geologic and hydrogeologic characteristics that influence migration and transport of contaminants at the site, unless the site meets the No Further Action criteria of subsection 62-780.680(1), F.A.C.:

(h) To determine by means of a well survey whether any public water supply wells, as defined in Chapter 62-550, F.A.C., are present within a 1/2 mile radius of the site, whether the site is located within the regulated wellhead protection zone of a public water supply well or well field, and whether any private water supply wells (including potable, irrigation, and industrial wells) are present within a 1/4 mile radius of the site, unless the site meets the No Further Action criteria of subsection 62-780.680(1), F.A.C.

(i) To determine whether any surface water will be exposed to contamination that migrates beyond the boundaries of the property at which site rehabilitation was initiated pursuant to this chapter;

(j) To report any off-site activities (for example, dewatering, active remediation, or flood control pumping) in the immediate vicinity of the site that may have an effect on the groundwater flow at the site, unless the site meets the No Further Action criteria of subsection 62-780.680(1), F.A.C.; and

(k) To facilitate the selection of a remediation strategy for the site that is protective of human health and the environment, and considers the proposed property use, identifies risks posed by the contamination based on the proposed use, and describes how those risks will be managed, unless No Further Action is deemed appropriate pursuant to the provisions of subsection 62-780.680(1), F.A.C.

Following completion of the Site Assessment, a Site Assessment Report (SAR) will be prepared which summarizes all tasks that were completed pursuant to subsections 62-780.600(3), (4), and (5), F.A.C., and the results obtained. The SAR will include one of the following:

1. A No Further Action Proposal without institutional controls or without institutional and engineering controls shall be included if the site meets the applicable No Further Action criteria of subsection 62-780.680(1), F.A.C., or a No Further Action Proposal with institutional controls or both institutional and engineering controls may be included if the site meets the applicable No Further Action criteria of subsection 62-780.680(2) or (3), F.A.C.;
2. A Natural Attenuation with Monitoring Plan may be included if the site meets the Natural Attenuation with Monitoring criteria of Rule 62-780.690, F.A.C.;
3. A recommendation to prepare a risk assessment or a Risk Assessment work plan shall be included if the PRSR chooses to justify alternative CTLs using risk assessment studies demonstrating that human health, public safety, and the environment are protected to at least the same degree provided by the CTLs referenced in this chapter. The work plan shall include a schedule for completion of a risk assessment and documentation adequate to support the request to do one or more of the task elements of subsection 62-780.650(1), F.A.C., and shall specify the parameters or exposure assumptions that will be used to develop the alternative CTLs pursuant to Rule 62-780.650, F.A.C.; or
4. A recommendation to prepare a Remedial Action Plan pursuant to Rule 62-780.700, F.A.C., shall be included, unless a recommendation pursuant to subparagraph 62-780.600(8)(b)1., 2., or 3., F.A.C., is included.

## 6.0 SCHEDULE

1. Within 5 days of the effective date of the consent agreement:
  - a. Obtain Interim Access Agreement from local office of Division of Forestry to install new groundwater monitoring wells.

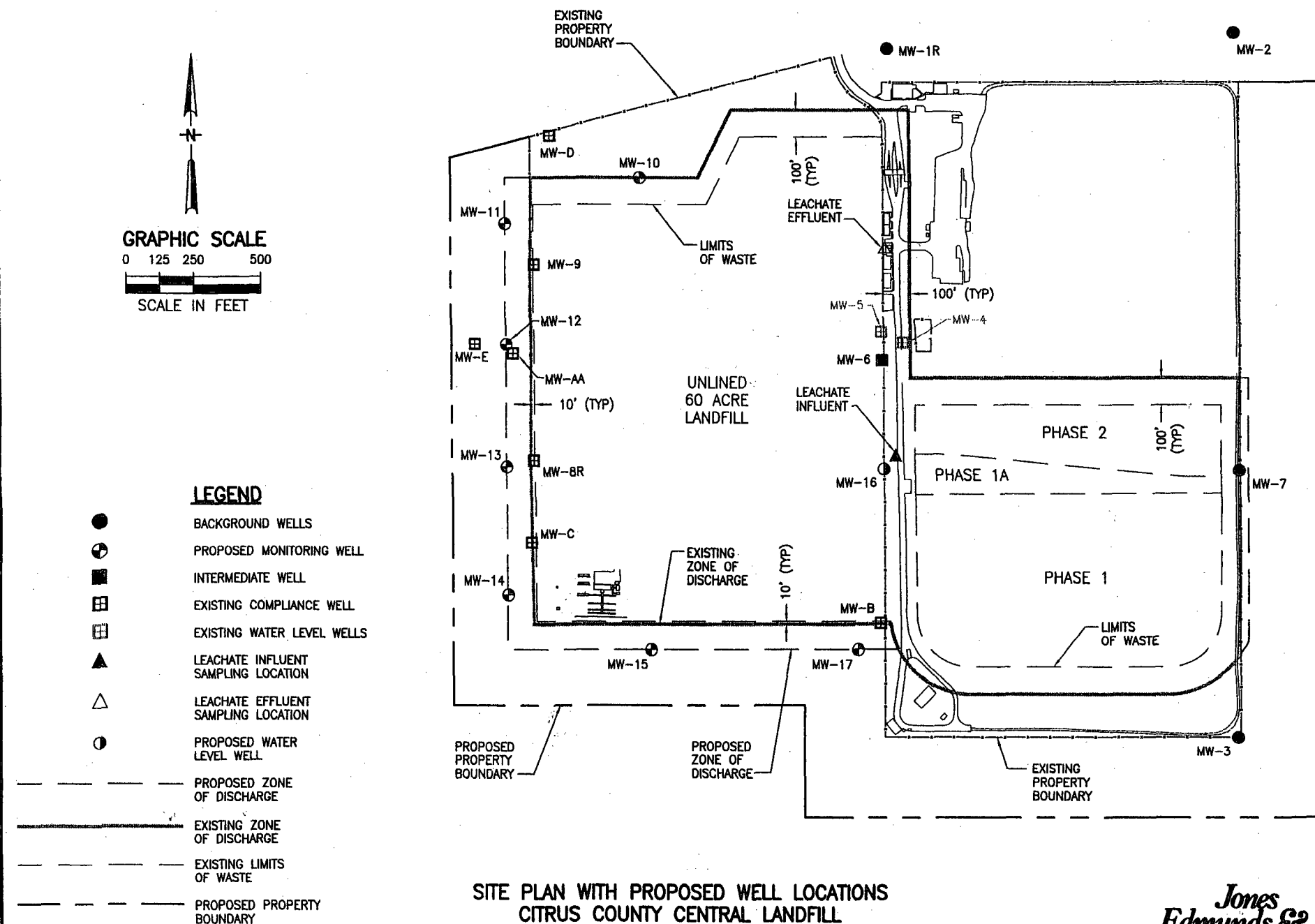


2. Within 90 days of the effective date of the consent agreement:

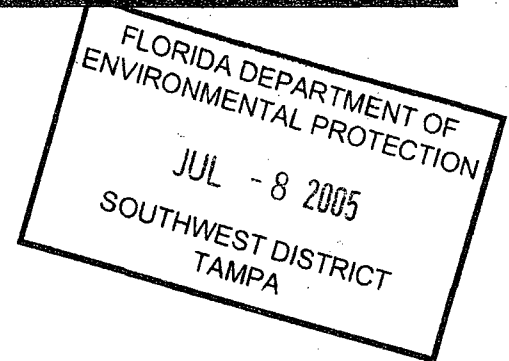
- a. Obtain lease expansion agreement with Division of Forestry and DEP Division of State Lands. Submit copy of agreement and updated boundary survey to DEP.
- b. Install and develop new downgradient monitoring wells within 100 feet of the edge of waste as shown in Figure 1.
- c. Conduct initial groundwater sampling and analysis of new wells
- d. Perform hydraulic conductivity testing at new wells
- e. Submit summary report with recommendations for routine groundwater sampling frequency and the need to conduct further assessment activities to DEP.

As required by 62-780 Table A, the SAR will be submitted within 270 days of discovery of discharge.





"EXHIBIT B"

**SCS ENGINEERS**July 8, 2005  
File No. 09199056.13Ms. Susan Pelz, P.E.  
Solid Waste Permitting  
Florida Department of Environmental Protection  
3804 Coconut Palm Drive  
Tampa, FL 33619Subject: Citrus County Central Landfill – Operations Permit Renewal  
Landfill Gas Compliance Action Plan

Dear Susan:

On behalf of Citrus County, SCS Engineers (SCS) is pleased to submit the following action plan to address the requirement to reduce landfill gas (LFG) concentrations to less than the lower explosive limit (LEL) at the property line.

**PROPOSED LANDFILL GAS MIGRATION REMEDIATION PLAN**

Citrus County proposes a phased approach to address compliance with LFG monitoring requirements. The initial phase includes expanding the landfill boundary on the east, west, and south sides of the existing property boundary and adding 18 new LFG monitoring probes as shown on Figure 1. The probes will be constructed as described below. This proposal is expected to result in regulatory compliance without the need for additional corrective measures based on past experience with similar systems. It is very likely that as LFG migrates from the source, an equilibrium point within the proposed property limits will be reached and that in doing so will maintain regulatory compliance.

Establishing the new boundary limits will require concurrence from the Florida Division of Forestry and that approval is anticipated to be completed within 90 days. During this time period the County will install LFG monitoring probes in the locations shown on Figure 1. The County will provide a report to the Florida Department of Environmental Protection (FDEP) to include the as-built probe location drawing, details of the probe installation, initial monitoring results, a copy of the new lease agreement and updated compliance boundary survey. In the event that the additional lease from the Division of Forestry cannot be obtained or if LFG exceedances occur at the new probe locations, the County will proceed with Phase 2 of the LFG remediation plan.

Phase 2, if required, would consist of the installation of a passive venting system between the liner system and the property boundary at impacted areas. An investigation and evaluation targeted specifically at areas between the existing landfill and the property line will be conducted. The evaluation will supplement the information currently available from the existing monitoring probes and will include advancing geoprobes to a depth of 80 feet below



land surface and measuring subsurface gas concentrations at 10-foot intervals. Initially the probes will be spaced 100 feet apart in the areas where LFG migration is known to exist or suspected. When LFG is detected in a probe a new probe will be placed half way between the "hot" probe and the nearest probe where LFG was not detected. This process will be repeated until the area of LFG migration is determined to within approximately 25 feet.

The County will provide to FDEP a report reflecting the results of the evaluation and include proposed location(s) of the passive vents, details of the vent system, and specifications that will serve as the basis for bidding the installation. Once approved by FDEP the County will initiate the installation process. It is anticipated that Phase 2 will be completed within 60 days of the determination that the expanded property boundary cannot be obtained or if exceedances occur at the new probe locations. Should the Phase 2 LFG vent system fail to control the gas migration, Phase 3 will be initiated. Additionally, should the extended property boundary and new monitoring system be implemented and at some point in the future exceedance of regulatory limits be confirmed in the LFG monitoring probes at the new compliance boundary, Phase 3 remedial actions will be initiated.

Phase 3, if required, would consist of installation of a passive gas system within the waste in the lined landfill. This system shall include an array of LFG vents constructed along the south and east sides of the Phase 1 and 1A landfill disposal area. The vents will be located and designed to act as passive vents but may also be appropriate for connection to an active LFG extraction system, if necessary. The County will submit the plans for this proposed system to FDEP for review as a request for a permit modification. Once approved by FDEP the passive gas system will be constructed. The County proposes to complete this action within 180 days of approval of the plan by FDEP.

#### **PROPOSED COMPLIANCE BOUNDARY**

Citrus County proposes to establish a compliance boundary beyond the limits of the existing facility boundary. Figure 1 shows the locations of the proposed new LFG monitoring probes and the new property boundary. No extension of the compliance boundary to the north of the site is necessary. The proposed LFG monitoring probes will be maintained within this new boundary.

#### **PROPOSED LANDFILL GAS MONITORING PROBES**

The proposed gas monitoring probe network includes 18 permanent probes spaced approximately 500 feet apart along the north, west and south sides of the closed 60-acre landfill, and the south and east sides of the active landfill. New probes will be installed just inside the new property boundary, approximately 300 feet outside the existing fence line, which would be within the expanded compliance boundary.

### **Monitoring Probe Construction**

In accordance with the provisions of Rule 62-701.530(2)(b), F.A.C., the proposed monitoring probes are designed to extend to depths equal to the base of the landfilled waste. The 11 probes surrounding the closed 60-acre landfill (i.e., GP-1 through GP-11) will be approximately 40 feet deep, which is equal to the maximum estimated depth of the closed landfill. Probes GP-12 through GP-18 will be installed to depths of approximately 80 feet, which is consistent with the depth of waste in Phases 1/1A and 2. Figure 2 provides a detail of the proposed probe construction.

Each probe will be installed with a direct push-type rig to create a borehole approximately two inches in diameter. A retractable tip will be used on the pilot probe so that subsurface gas concentrations can be measured at 10-foot intervals during the borings. Gas concentrations will be measured using handheld field monitoring equipment. The data collected during installation will be included in the daily logs and maintained on file with Citrus County. As shown on Figure 2, probes will be constructed of 1-inch diameter schedule 40 PVC pipe. The perforated section of the probe will begin five feet below ground surface and extend to the bottom of the borehole. From five feet below ground surface to the top of the probe will be solid-wall pipe. A bentonite plug will be installed two feet below ground surface to help seal the borehole. A threaded cap with a labcock or quick-connect monitoring port will be installed at the top of each probe, and protective casings will be installed around the above-grade portion of the probes.

A well schedule for the proposed probes is provided below in Table 1.

**TABLE 1. PROPOSED WELL SCHEDULE  
LANDFILL GAS MONITORING PROBES, CENTRAL LANDFILL**

<b>Probe ID No.</b>	<b>Probe Depth (ft)</b>	<b>Length of Slotted Pipe (ft)</b>	<b>Solid Pipe Length Below Grade (ft)</b>	<b>Solid Pipe Length Above Grade (ft)</b>
GP-1	40	35	5	3
GP-2	40	35	5	3
GP-3	40	35	5	3
GP-4	40	35	5	3
GP-5	40	35	5	3
GP-6	40	35	5	3
GP-7	40	35	5	3
GP-8	40	35	5	3
GP-9	40	35	5	3
GP-10	40	35	5	3

**TABLE 1. (Continued)**

<b>Probe ID No.</b>	<b>Probe Depth (ft)</b>	<b>Length of Slotted Pipe (ft)</b>	<b>Solid Pipe Length Below Grade (ft)</b>	<b>Solid Pipe Length Above Grade (ft)</b>
GP-11	40	35	5	3
GP-12	80	75	5	3
GP-13	80	75	5	3
GP-14	80	75	5	3
GP-15	80	75	5	3
GP-16	80	75	5	3
GP-17	80	75	5	3
GP-18	80	75	5	3

#### **Abandonment of Existing Monitoring Probes**

All existing monitoring probes will be abandoned in place upon approval of the revised property boundary and installation of the new probes.

#### **Future Monitoring Probes**

Figure 1 includes the locations of five future monitoring probes along the north east property line near the existing soil stockpile area. Because waste is not disposed of in this area, there is no need to install probes in this portion of the site. However, if the landfill is expanded to the north of Phase 2, Citrus County will install these probes to monitor for potential LFG migration adjacent to future landfill areas.

#### **MONITORING OF ON-SITE STRUCTURES**

In order to ensure the safety of workers inside and around permanent structures on site, ambient air will be monitored on a quarterly basis in on-site structures in accordance with the requirements of Rule 62-701.530(2)(a), F.A.C. As stated above and in Rule 62-701.530(1)(a), F.A.C., the methane concentration in on- or off-site structures may not exceed 25 percent of the LEL, or 1.25 percent methane by volume. The following gas monitoring will be performed in structures at the facility.

- Explosive gas alarms located in the scale house building and leachate treatment plant electrical room will provide continuous monitoring for unacceptable concentrations of explosive gas. These monitors are designed to sound an alarm when methane concentrations exceed 25 percent of the LEL. The signal remains on as long as gas is present, and a red alarm light stays on after an alarm condition

in order to alert personnel that methane was detected during their absence. Log sheets will be kept at each location to record when the alarm has been triggered, and each alarm will be calibrated or replaced on a regular basis according to the schedule recommended by the manufacturer.

- On a quarterly basis the following structures will be monitored:
  - Administration building
  - Scale house
  - Leachate treatment plant
  - Gun ranges

Monitoring will consist of using handheld instruments to monitor for combustible gases at all slab penetrations, floor drains, cracks in the slabs, along baseboards, in electrical boxes and outlets, and in enclosed spaces such as closets and ground-level cabinets.

## **GAS MONITORING PROCEDURES**

The monitoring procedures for the probes and on-site structures are outlined below.

### **Monitoring Procedures for Probes**

Each probe will be monitored on a quarterly basis for static pressure and methane concentration, or combustible gases using an instrument calibrated to methane. Methane will be measured and recorded in terms of a percent by volume in air or as a percentage of the LEL. The monitoring equipment will be calibrated each day prior to the monitoring.

The general procedure for monitoring at each probe will be as follows:

1. Record meteorological conditions including ambient temperature and barometric pressure.
2. Calibrate the methane monitoring equipment.
3. Purge any calibration gas or gas from previous probes from the methane monitoring instrument.
4. Zero the pressure gauge.
5. Prior to monitoring, note any damage to the probe, and repair if necessary. Failure to repair damage to the above ground casing, cap, or monitoring probe can affect the validity of the monitoring results.
6. Attach the sampling hose to the pressure meter and the labcock valve on the



monitoring probe.

7. Record the time of monitoring for the probe.
8. Open the labcock valve.
9. Measure and record the pressure in the probe.
10. Close the labcock valve.
11. Connect the methane monitoring instrument to the sampling hose.
12. Open the labcock valve.
13. Turn on the meter and observe the gas concentration readings, noting any spikes in concentration.
14. After the gas concentration readings stabilize, record the steady-state reading, making note of any spike that occurred prior to reaching a steady-state reading. Note that per Rule 62-701.530(2)(b), F.A.C., purging of the probe is not allowed.
15. Remove the instrument and hose, and close the labcock valve.
16. Repeat steps 3 through 15 for each probe.

Any problems encountered during monitoring, observations, or other pertinent information that could impact the interpretation of the data shall be recorded.

#### **Monitoring Procedures for On-Site Structures**

The following on-site structures will be monitored for methane or combustible gas on a quarterly basis using handheld field instruments in accordance with Rule 62-701.530(2)(a), F.A.C.:

- Administration building
- Scale house
- Leachate treatment plant
- Gun ranges

Methane will be monitored and recorded in terms of the percent by volume in air or as a percentage of the LEL, and the monitoring equipment will be calibrated each day prior to the monitoring.

The general locations for monitoring at each structure will be as described below.

### **Administration Building--**

A handheld meter will be used to monitor for methane at each of the following locations:

- Along the baseboards in each of the rooms, closets, and hallways
- In all ground-level cabinets
- At the floor drains in the bathrooms
- At all electrical outlets in each room and hallway
- At electrical panels inside and outside the building
- At outdoor electrical outlets

### **Scale House--**

A handheld meter will be used to monitor for methane in the scale house at each of the following locations:

- Along the baseboards
- At any cracks in the concrete slab or flooring
- In all ground-level cabinets
- At all electrical outlets inside and outside of the building
- At electrical panels inside and outside the building

### **Leachate Treatment Plant--**

Methane concentration will be checked at the following locations at the leachate treatment plant:

- At any cracks in the concrete slab or flooring
- In any ground-level cabinets
- At all electrical outlets inside and outside of the building
- At electrical panels inside and outside the building

### **Gun Ranges--**

There are two gun ranges on site that are operated by the Withlacoochee Technical Institute on the closed 60-acre landfill. At both gun ranges, the following locations will be monitored for methane.

- At cracks in the concrete slabs
- At all electrical outlets and switches
- At all slab penetrations, such as support posts for the roofs of the firing platforms

Ms. Susan Pelz, P.E.  
July 8, 2005  
Page 8

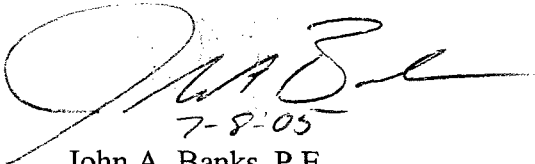
## REPORTING

Results of the monitoring will be reported to FDEP quarterly. If the results of the monitoring show that combustible gas concentrations exceed the limits specified in Rule 62-710.530(1)(a), F.A.C., Citrus County will take the following actions:

- Immediately take all necessary steps to ensure protection of human health and notify FDEP of the exceedances.
- Within seven days of the detections, submit to FDEP for approval a gas remediation plan. The gas remediation plan must describe the nature and extent of the problem and the proposed remedy. The remedy must be completed within 60 days of detection unless otherwise approved by FDEP

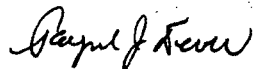
Please call us if you have any questions.

Very truly yours,



7-8-05

John A. Banks, P.E.  
Project Director



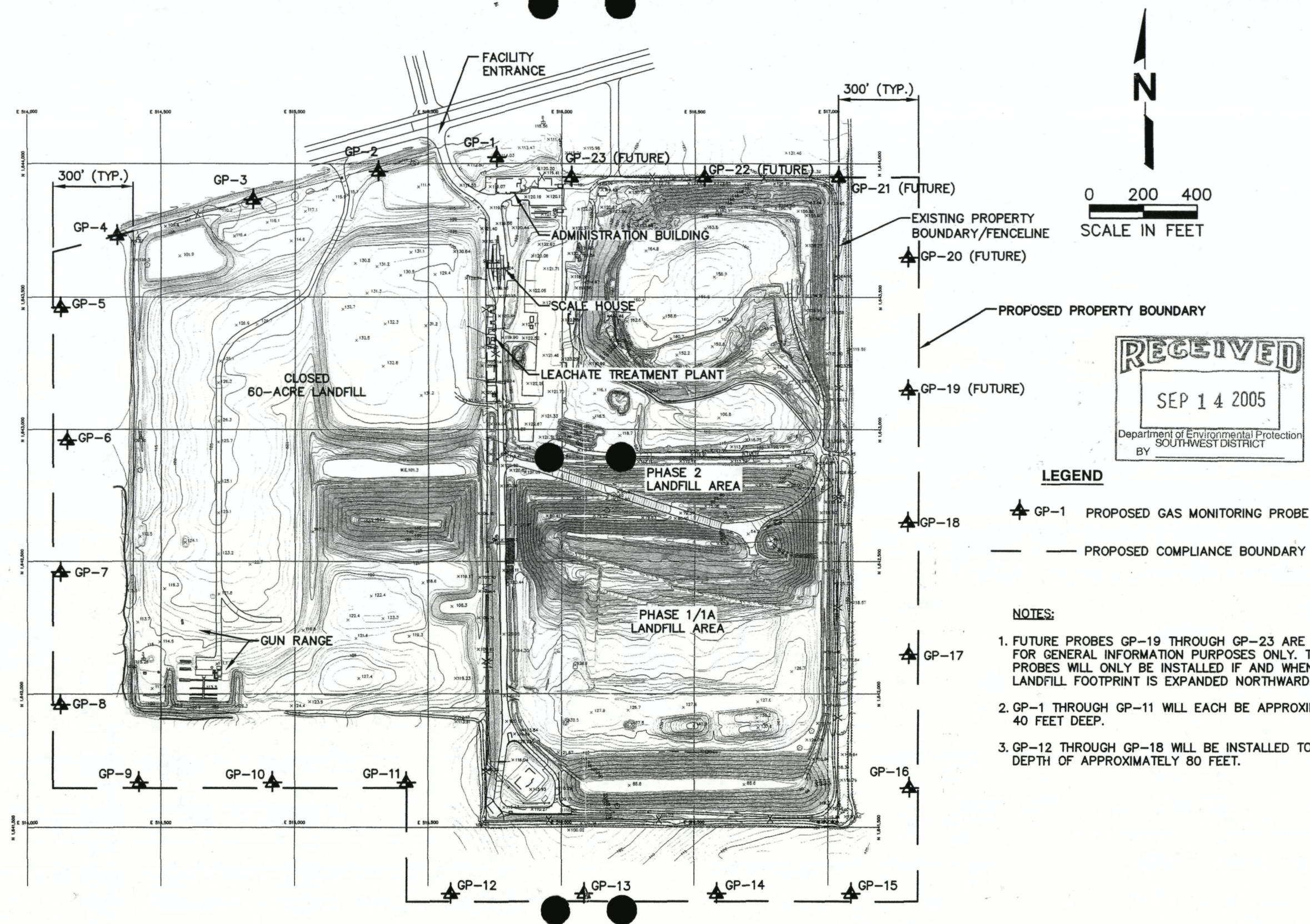
Raymond J. Dever, P.E., DEE  
Vice President  
SCS ENGINEERS

JAB/RJD:jab

cc: Susan J. Metcalfe, P.G., Citrus County w/enclosures



G:\PROJECT\09199056.13\995613GasMon.dwg Jul 08, 2005 - 3:23pm Layout Name: GasMonPlan Br. cadd

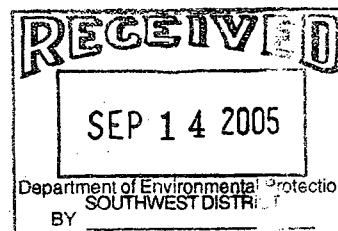
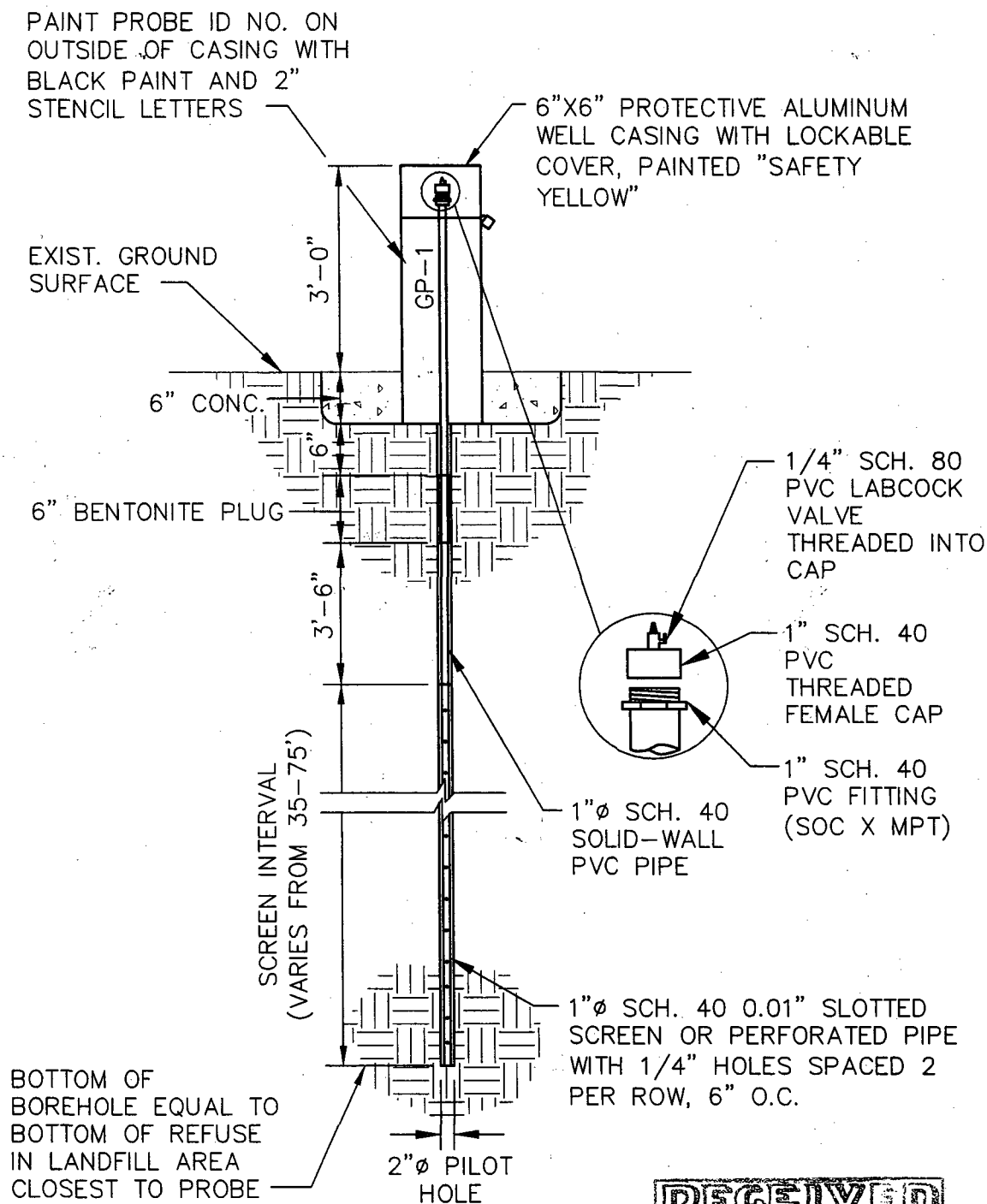


SCS ENGINEERS

Figure 1. Proposed Landfill Gas Monitoring Probe Locations, Central Landfill, Citrus County, Florida



G:\PROJECT\09199056.13\995613\LFGProbe.dwg Jul 08, 2005 - 8:05am Layout Name: Monitoring Probe Plan By: codd



SCS ENGINEERS

Figure 2. Proposed LFG Monitoring Probe Detail, Central Landfill, Citrus County.