

## Coward, Bruce, P.E. (RER)

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**From:** Tammy Garcia <tgarcia@kooglerassociates.com>  
**Sent:** Tuesday, October 08, 2019 1:03 PM  
**To:** Istambouli, Rashid (RER); Coward, Bruce, P.E. (RER)  
**Cc:** Vega, Johnny (RER); Bill Kissel (wkissel@titanamerica.com); Richter Camren; Dr. Max Lee  
**Subject:** 654\_19\_20 Titan Revised Waste Tire Annual Cost Estimate  
**Attachments:** 654\_19\_20\_WT\_REVISEDClosingEstPkg\_2019\_Final\_2019\_10\_08.pdf

EMAIL RECEIVED FROM EXTERNAL SOURCE.

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Mr. Istambouli,

Attached is the revised closing cost estimate package for the Titan Pennsuco Waste Tire Permit, FDEP File no. 0314354. The revision is in response to correspondence from Bruce Coward concerning the third party estimate. If you have any questions, please contact me.

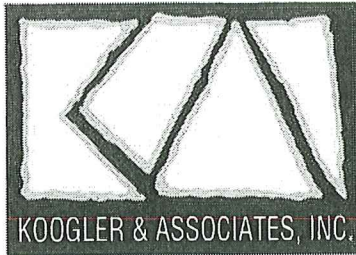
Thank you,  
Tammy



Tammy L. Garcia  
Environmental Scientist II  
**Koogler and Associates, Inc.**  
[www.kooglerassociates.com](http://www.kooglerassociates.com)  
Mail: PO Box 5127 | Gainesville, FL 32627-5127  
Physical: 4014 NW 13<sup>th</sup> Street | Gainesville, FL 32609  
Office: 352 377 5822 x27 | Direct: 352 792 1104  
Fax: 352 377 7158 | Mobile: 352 339 0448

[tgarcia@kooglerassociates.com](mailto:tgarcia@kooglerassociates.com)

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Mailing: Post Office Box 5127  
Gainesville, FL 32627-5127  
Physical: 4014 NW 13<sup>th</sup> Street  
Gainesville, FL 32609-1923  
[www.kooglerassociates.com](http://www.kooglerassociates.com)  
352.377.5822

654-19-20  
October 7, 2019

Sent via Email: [Rashid.Istambouli@miamidade.gov](mailto:Rashid.Istambouli@miamidade.gov)



Rashid Z. Istambouli, P.E., Chief  
Department of Regulatory and Economic  
Resources  
701 NW 1<sup>st</sup> Ct., 7th Floor  
Miami, Florida 33136

RE: REVISED Annual Cost Estimate for Titan America – Pennsuco Tire Processing  
Facility, FDEP File No. 0314354-002-WT/WACS No. 100946

Dear Mr. Istambouli:

On behalf of Titan America, Koogler and Associates, Inc., is submitting the enclosed revised annual cost estimate update for the Titan America Pennsuco Tire Processing Facility as required by permit 0314354-002-WT, Section 2. B. G. 2 – Annual Cost Estimates and Chapter 62-711.500 F.A.C., Waste Tire Site Notification and Requirements.

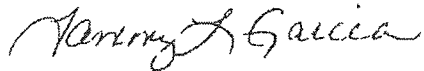
This revised submittal is being provided because a new third-party estimate is being used to calculate the closing costs in lieu of using the Miami Dade County disposal fee for tires and the RS Mean data for loading of tires (submitted September 3, 2019). The reason for the new calculation is that the Department of Environmental Resource Management questioned the RS Means calculation for loading of the tires. Enclosed with this submittal are the following documents:

- Revised Closing cost estimate signed and sealed by a Florida licensed Professional Engineer;
- Revised Completed and executed Closing Cost Estimating Form for Solid Waste Facilities, FDEP Form 62-701.900(28).
- Copy of Trust Fund Agreement

This updated closing cost estimate is \$37,500, which exceeds the current Guarantee Bond secured by a Trust Fund Agreement of \$29,513.76. Therefore, to comply with Chapter 62-711.500 F.A.C., Titan will increase the Guarantee Bond to cover the new

estimate and will submit documentation upon Department approval of this new estimate. If you have any questions regarding this submittal, please contact me at (352) 377-5822 or tgarcia@kooglerssociates.com.

Best regards,

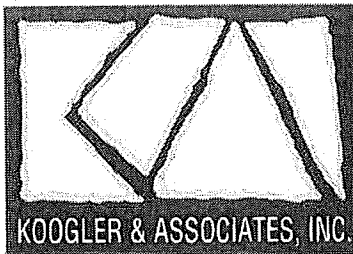
A handwritten signature in cursive script that reads "Tammy L. Garcia".

Tammy L. Garcia  
Environmental Scientist II

/tlg

Enclosures

cc: Johnny Vega and Bruce Coward - DERM (*Email*)  
Tor Bejnar – FDEP Financial Assurance Subsection (*Email*)  
Maxwell R. Lee – Koogler and Associates, Inc. (*Email*)  
William Kissel and Camren Richter– Titan America (*Email*)



654-19-20  
October 7, 2019

Mailing: Post Office Box 5127  
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352.377.5822

**Titan America - Pennsuco Tire Processing Facility  
FDEP File No. 0314354-002-WT/WACS No. 100946**

**Closing Cost Estimate - August 2019 (Updated October 2019)**

The purpose of this submittal is to fulfill the requirements of Rule 62-711.500(3) F.A.C., to provide a re-estimate of the annual closing costs for tires at the Titan American Pennsuco tire Processing Facility. Koogler and Associates, Inc. is providing this closing cost estimate for the cost to remove, process, and dispose of the maximum amount of waste tires that is permitted to be stored at the facility at any time. This estimate was obtained from Liberty Tire in 2019 for another waste processing tire facility in Miami-Dade County.

Estimated Closing Costs for:

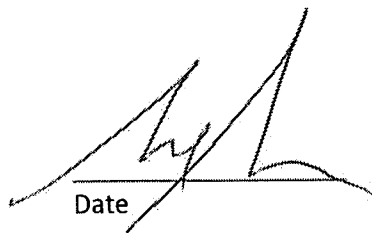
**Waste Tire Disposal**

The estimated cost to remove, transport, process, and dispose of the maximum permitted amount of waste tires stored at the facility at any time (30,000 tires/300 tons) is as follows:

Load, Transport, Process & Dispose of 300 tons of tires at \$125 per ton = **\$37,500**

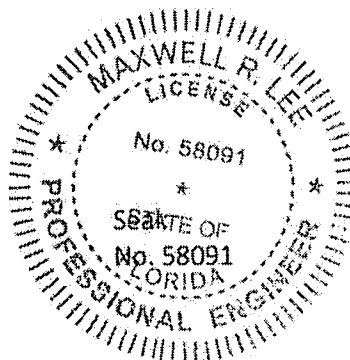
Professional Engineer Certification:

Signature

  
Date

10/8/19

Maxwell R. Lee, Ph.D., P.E.  
Koogler and Associates, Inc.  
PO Box 5127  
Gainesville, FL 32627-5127  
352-377-5822





9675 Range Line Road  
Port Saint Lucie, FL 34987  
Ph (772) 465-0477  
Fax (772) 489-2124

February 18, 2019

Mr. M. Roger Hogg  
Environmental Manager  
Cemex Miami  
1200 NW 137<sup>th</sup> Avenue  
Miami, FL 33182

Subject: Site Closure

Dear Mr. Hogg,

I am pleased to provide this proposal as follow up to our discussion of Friday, February 15th. As I indicated, Liberty Tire Recycling is prepared to load, transport, process and dispose of up to 300 tons of whole tires in the event of site closure. This proposal pertains to whole passenger tires but does not cover off road tires (forklift, tractor, loader, grader etc.).

- The cost to load, transport, process and dispose would be One Hundred twenty five dollars per ton. Please note that this proposal covers the entire cost of handling the subject tires.

If you have any further questions or need any additional information please let me know

Sincerely,

A handwritten signature in dark ink, appearing to read "Phil Tuohy", written over a horizontal line.

Phil Tuohy  
Region Manager

Mobile (863) 860-2436

Print Form

Reset Form



# Florida Department of Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

DEP Form # 62-701.900(28), F.A.C.

Form Title: Closure Cost Estimating Form  
For Solid Waste Facilities

Effective Date: January 8, 2010

Incorporated in Rule 62-701.630(3), F.A.C.

## CLOSURE COST ESTIMATING FORM FOR SOLID WASTE FACILITIES

Date of DEP Approval: \_\_\_\_\_

### I. GENERAL INFORMATION:

Facility Name: Titan America - Pennsuco Tire Processing Facility WACS ID: 100946

Permit Application or Consent Order No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Facility Address: 11000 NW 121 WayPermittee or Owner/Operator: Titan America, LLCMailing Address: 11000 NW 121 Way, Medley, FL 33178Latitude: 25° 52' 26" Longitude: 80° 22' 20"Coordinate Method: Degrees/Minutes/Sec Datum: NAD83 (assumed)Collected by: Unknown Company/Affiliation N/A

### Solid Waste Disposal Units Included in Estimate:

Phase / Cell	Acres	Date Unit Began Accepting Waste	Active Life of Unit From Date of Initial Receipt of Waste	If active: Remaining life of unit	If closed: Date last waste received	If closed: Official date of closing
N/A	N/A	N/A	N/A	N/A	N/A	N/A

Total disposal unit acreage included in this estimate: \_\_\_\_\_ Closure: N/A Long-Term Care: N/A

Facility type: ☐ Class I ☐ Class III ☐ C&D Debris Disposal  
(Check all that apply) ☐ Other: N/A

### II. TYPE OF FINANCIAL ASSURANCE DOCUMENT (Check type)

- ☐ Letter of Credit\* ☐ Insurance Certificate ☐ Escrow Account  
☐ Performance Bond\* ☐ Financial Test ☐ Form 29 (FA Deferral)  
☒ Guarantee Bond\* ☐ Trust Fund Agreement

\* - Indicates mechanisms that require the use of a Standby Trust Fund Agreement

Northwest District  
160 Government Center  
Pensacola, FL 32502-5794  
850-595-8360

Northeast District  
7825 Baymeadows Way, Ste. B200  
Jacksonville, FL 32256-7590  
904-807-3300

Central District  
3319 McGuire Blvd., Ste. 232  
Orlando, FL 32803-3767  
407-894-7555

Southwest District  
13051 N. Telecom Pky.  
Tempe Terrace, FL 33637  
813-632-7600

South District  
2295 Victoria Ave., Ste. 364  
Fort Myers, FL 33901-3881  
239-332-6975

Southeast District  
400 N. Congress Ave., Ste. 200  
West Palm Beach, FL 33401  
561-681-6600



### III. ESTIMATE ADJUSTMENT

40 CFR Part 264 Subpart H as adopted by reference in Rule 62-701.630, Florida Administrative Code, (F.A.C.) sets forth the method of annual cost estimate adjustment. Cost estimates may be adjusted by using an inflation factor or by recalculating the maximum costs of closure in current dollars. Select one of the methods of cost estimate adjustment below.

☐ (a) Inflation Factor Adjustment

☒ (b) Recalculated or New Cost Estimates

Inflation adjustment using an inflation factor may only be made when a Department approved closure cost estimate exists and no changes have occurred in the facility operation which would necessitate modification to the closure plan. The inflation factor is derived from the most recent Implicit Price Deflator for Gross National Product published by the U.S. Department of Commerce in its survey of Current Business. The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year. The inflation factor may also be obtained from the Solid Waste website [www.dep.state.fl.us/waste/categories/swfr](http://www.dep.state.fl.us/waste/categories/swfr) or call the Financial Coordinator at (850) 245-8706.

This adjustment is based on the Department approved closing cost estimate dated: \_\_\_\_\_

Latest Department Approved  
Closing Cost Estimate:

Current Year Inflation  
Factor, e.g. 1.02

Inflation Adjusted Closing  
Cost Estimate:

x

=

This adjustment is based on the Department approved long-term care cost estimate dated: \_\_\_\_\_

Latest Department Approved  
Annual Long-Term Care  
Cost Estimate:

Current Year Inflation  
Factor, e.g. 1.02

Inflation Adjusted Annual  
Long-Term Care Cost  
Estimate:

x

=

Number of Years of Long Term Care Remaining:

x

Inflation Adjusted Long-Term Care Cost Estimate:

=

Signature by:

☐

Owner/Operator

☒

Engineer

(check what applies)

Signature

PO Box 5127

Address

Maxwell R. Lee, Ph.D., P.E.

Name & Title

Gainesville, FL 32627-5127

City, State, Zip Code

Date

mlee@kooglerassociates.com

E-Mail Address

352-377-5822

Telephone Number

#### IV. ESTIMATED CLOSING COST (check what applies)

☒ Recalculated Cost Estimate

☐ New Facility Cost Estimate

Notes: 1. Cost estimates for the time period when the extent and manner of landfill operation makes closing most exp

2. Cost estimate must be certified by a professional engineer.

3. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

4. In some cases, a price quote in support of individual item estimates may be required.

Description	Unit	Number of Units	Cost / Unit	Total Cost
<b>1. Proposed Monitoring Wells (Do not include wells already in existence.)</b>				
	EA			
Subtotal Proposed Monitoring Wells:				
<b>2. Slope and Fill (bedding layer between waste and barrier layer):</b>				
Excavation	CY			
Placement and Spreading	CY			
Compaction	CY			
Off-Site Material	CY			
Delivery	CY			
Subtotal Slope and Fill:				
<b>3. Cover Material (Barrier Layer):</b>				
Off-Site Clay	CY			
Synthetics - 40 mil	SY			
Synthetics - GCL	SY			
Synthetics - Geonet	SY			
Synthetics - Other (explain)				
Subtotal Cover Material:				
<b>4. Top Soil Cover:</b>				
Off-Site Material	CY			
Delivery	CY			
Spread	CY			
Subtotal Top Soil Cover:				
<b>5. Vegetative Layer</b>				
Sodding	SY			
Hydroseeding	AC			
Fertilizer	AC			
Mulch	AC			
Other (explain)				
Subtotal Vegetative Layer:				
<b>6. Stormwater Control System:</b>				
Earthwork	CY			
Grading	SY			
Piping	LF			
Ditches	LF			
Berms	LF			
Control Structures	EA			
Other (explain)				
Subtotal Stormwater Control System:				



Description	Unit	Number of Units	Cost / Unit	Total Cost
<b>7. Passive Gas Control:</b>				
Wells	EA	_____	_____	_____
Pipe and Fittings	LF	_____	_____	_____
Monitoring Probes	EA	_____	_____	_____
NSPS/Title V requirements	LS	1	\$0.00	_____
Subtotal Passive Gas Control:				_____

**8. Active Gas Extraction Control:**

Traps	EA	_____	_____	_____
Sumps	EA	_____	_____	_____
Flare Assembly	EA	_____	_____	_____
Flame Arrestor	EA	_____	_____	_____
Mist Eliminator	EA	_____	_____	_____
Flow Meter	EA	_____	_____	_____
Blowers	EA	_____	_____	_____
Collection System	LF	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
Subtotal Active Gas Extraction Control:				_____

**9. Security System:**

Fencing	LF	_____	_____	_____
Gate(s)	EA	_____	_____	_____
Sign(s)	EA	_____	_____	_____
Subtotal Security System:				_____

**10. Engineering:**

Closure Plan Report	LS	1	\$0.00	_____
Certified Engineering Drawings	LS	1	\$0.00	_____
NSPS/Title V Air Permit	LS	1	\$0.00	_____
Final Survey	LS	1	\$0.00	_____
Certification of Closure	LS	1	\$0.00	_____
Other (explain) _____	_____	_____	_____	_____
Subtotal Engineering:				_____

Description	Hours	Cost / Hour	Hours	Cost / Hour	Total Cost
<b>11. Professional Services</b>					
	<u>Contract Management</u>		<u>Quality Assurance</u>		
P.E. Supervisor	_____	_____	_____	_____	_____
On-Site Engineer	_____	_____	_____	_____	_____
Office Engineer	_____	_____	_____	_____	_____
On-Site Technician	_____	_____	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____	_____

Description	Unit	Number of Units	Cost / Unit	Total Cost
Quality Assurance Testing	LS	1	_____	_____
Subtotal Professional Services:				_____

Subtotal of 1-11 Above: \_\_\_\_\_

12. Contingency        0   % of Subtotal of 1-11 Above

Subtotal Contingency: \_\_\_\_\_

Estimated Closing Cost Subtotal: \_\_\_\_\_

Description	Total Cost
<b>13. Site Specific Costs</b>	
Mobilization	_____
Waste Tire Facility	<u>\$37,500.00</u>
Materials Recovery Facility	_____
Special Wastes	_____
Leachate Management System Modification	_____
Other (explain) _____	_____
	Subtotal Site Specific Costs: <u>\$37,500.00</u>

**TOTAL ESTIMATED CLOSING COSTS (\$):** \$37,500.00

**V. ANNUAL COST FOR LONG-TERM CARE**

See 62-701.600(1)a.1., 62-701.620(1), 62-701.630(3)a. and 62-701.730(11)b. F.A.C. for required term length. For landfills certified closed and Department accepted, enter the remaining long-term care length as "Other" and provide years remaining.

(Check Term Length) ☐ 5 Years ☐ 20 Years ☐ 30 Years ☐ Other, \_\_\_ Years

Notes: 1. Cost estimates must be certified by a professional engineer.

2. Cost estimates based on third party suppliers of material, equipment and labor at fair market value.

3. In some cases, a price quote in support of individual item estimates may be required.

**All items must be addressed.** Attach a detailed explanation for all entries left blank.

Description	Sampling Frequency (Events / Year)	Number of Wells	(Cost / Well) / Event	Annual Cost
<b>1. Groundwater Monitoring [62-701.510(6), and (8)(a)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
			Subtotal Groundwater Monitoring:	_____
<b>2. Surface Water Monitoring [62-701.510(4), and (8)(b)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
			Subtotal Surface Water Monitoring:	_____
<b>3. Gas Monitoring [62-701.400(10)]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
			Subtotal Gas Monitoring:	_____
<b>4. Leachate Monitoring [62-701.510(5), (6)(b) and 62-701.510(8)c]</b>				
Monthly	12	_____	_____	_____
Quarterly	4	_____	_____	_____
Semi-Annually	2	_____	_____	_____
Annually	1	_____	_____	_____
Other (explain) _____	_____	_____	_____	_____
			Subtotal Leachate Monitoring:	_____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
<b>5. Leachate Collection/Treatment Systems Maintenance</b>				
<u>Maintenance</u>				
Collection Pipes	LF	_____	_____	_____
Sumps, Traps	EA	_____	_____	_____
Lift Stations	EA	_____	_____	_____
Cleaning	LS	1	_____	_____
Tanks	EA	_____	_____	_____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
<b>5. (continued)</b>				
<u>Impoundments</u>				
Liner Repair	SY	_____	_____	_____
Sludge Removal	CY	_____	_____	_____
<u>Aeration Systems</u>				
Floating Aerators	EA	_____	_____	_____
Spray Aerators	EA	_____	_____	_____
<u>Disposal</u>				
Off-site (Includes transportation and disposal)	1000 gallon	_____	_____	_____
			Subtotal Leachate Collection / Treatment Systems Maintenance:	_____
<b>6. Groundwater Monitoring Well Maintenance</b>				
Monitoring Wells	LF	_____	_____	_____
Replacement	EA	_____	_____	_____
Abandonment	EA	_____	_____	_____
			Subtotal Groundwater Monitoring Well Maintenance:	_____
<b>7. Gas System Maintenance</b>				
Piping, Vents	LF	_____	_____	_____
Blowers	EA	_____	_____	_____
Flaring Units	EA	_____	_____	_____
Meters, Valves	EA	_____	_____	_____
Compressors	EA	_____	_____	_____
Flame Arrestors	EA	_____	_____	_____
Operation	LS	1	_____	_____
			Subtotal Gas System Maintenance:	_____
<b>8. Landscape Maintenance</b>				
Mowing	AC	_____	_____	_____
Fertilizer	AC	_____	_____	_____
			Subtotal Landscape Maintenance:	_____
<b>9. Erosion Control and Cover Maintenance</b>				
Sodding	SY	_____	_____	_____
Regrading	AC	_____	_____	_____
Liner Repair	SY	_____	_____	_____
Clay	CY	_____	_____	_____
			Subtotal Erosion Control and Cover Maintenance:	_____
<b>10. Storm Water Management System Maintenance</b>				
Conveyance Maintenance	LS	1	_____	_____
			Subtotal Storm Water Management System Maintenance:	_____
<b>11. Security System Maintenance</b>				
Fences	LS	1	_____	_____
Gate(s)	EA	_____	_____	_____
Sign(s)	EA	_____	_____	_____
			Subtotal Security System Maintenance:	_____

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
12. Utilities	LS	1		
Subtotal Utilities:				

### 13. Leachate Collection/Treatment Systems Operation

#### Operation

P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Materials	LS	1		

Subtotal Leachate Collection/Treatment Systems Operation: \_\_\_\_\_

### 14. Administrative

P.E. Supervisor	HR			
On-Site Engineer	HR			
Office Engineer	HR			
OnSite Technician	HR			
Other _____				

Subtotal Administrative: \_\_\_\_\_

Subtotal of 1-14 Above: \_\_\_\_\_

15. Contingency	_____	% of Subtotal of 1-14 Above		
Subtotal Contingency:				

Description	Unit	Number of Units / Year	Cost / Unit	Annual Cost
16. Site Specific Costs				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Subtotal Site Specific Costs:				

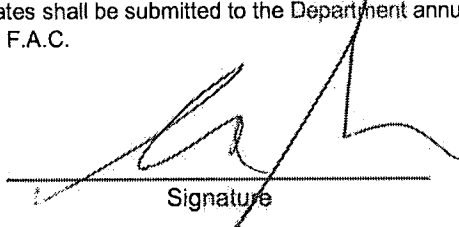
ANNUAL LONG-TERM CARE COST (\$ / YEAR): \_\_\_\_\_

Number of Years of Long-Term Care: \_\_\_\_\_

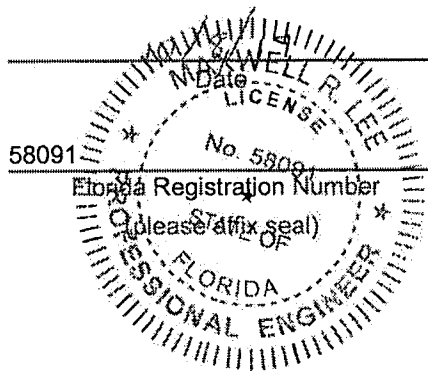
TOTAL LONG-TERM CARE COST (\$): \_\_\_\_\_

## VI. CERTIFICATION BY ENGINEER

This is to certify that the Cost Estimates pertaining to the engineering features of this solid waste management facility have been examined by me and found to conform to engineering principles applicable to such facilities. In my professional judgment, the Cost Estimates are a true, correct and complete representation of the financial liabilities for closing and/or long-term care of the facility and comply with the requirements of Rule 62-701.630 F.A.C. and all other Department of Environmental Protection rules, and statutes of the State of Florida. It is understood that the Cost Estimates shall be submitted to the Department annually, revised or adjusted as required by Rule 62-701.630(4), F.A.C.

  
Signature

Maxwell R. Lee, Ph.D., P.E.  
Name and Title (please type)



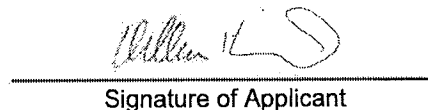
PO Box 5127  
Mailing Address

Gainesville, FL 32627-5127  
City, State, Zip Code

mlee@kooglerassociates.com  
E-Mail address (if available)

Telephone Number

## VII. SIGNATURE BY OWNER/OPERATOR

  
Signature of Applicant

William Kissel, Sr. Env. Manager  
Name and Title (please type)

wkissel@titanamerica.com  
E-Mail address (if available)

455 Fairway Drive Suite 200  
Mailing Address

Deerfield Beach, FL 33441  
City, State, Zip Code

954-425-4210  
Telephone Number

Mail Document and Statements to:  
Solid Waste Financial Coordinator  
Florida Department of Environmental Protection  
2600 Blair Stone Road MS 4666  
Tallahassee, Florida 32399-2400

SOLID WASTE  
SECTION

DEC 12 2012

DEP Form # 62-701.900(5)(h)  
Form Title SW Fac. Standby Trust Fund Agreement  
Form Effective Date August 12, 2012  
Incorporated in Rule 62-701.630(5)

STATE OF FLORIDA  
SOLID WASTE FACILITY STANDBY TRUST FUND AGREEMENT

Check Appropriate Box(es): ☒ Closing ☐ Long-Term Care ☐ Corrective Action

TRUST AGREEMENT, the "Agreement," entered into as of November 15, 2012, by and between  
Date  
Tarmac America LLC, a Florida  
Name of Owner or Operator Name of State  
limited liability company, the "Grantor," and U.S. Bank National Association  
Legal Entity Type (e.g., proprietorship, partnership, corporation) Name of Corporate Trustee  
1021 East Cary Street, Suite 1850, Richmond VA 23219  
Address of Corporate Trustee  
a national bank, the "Trustee," for account number 201361000  
Insert above "Incorporated in the state of [state]" or "a national bank"

WHEREAS, the Florida Department of Environmental Protection (FDEP), an agency of the state of Florida, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a solid waste management facility shall provide assurance that funds will be available when needed for the "Required Action" of the facility,

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "FDEP" means the Florida Department of Environmental Protection, an Agency of the state of Florida or any successor thereof.
- (d) The term "Required Action," as used in this document means closing, long-term care, or corrective action, or any combination of these, which is checked above.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached Schedule A.

On Schedule A, for each facility list the FDEP Identification Number, facility name, site address, and the current Required Action cost estimates, or portions thereof, for which financial assurance is demonstrated by this Agreement.

Section 3. Standby Trust. This Trust shall remain dormant until funded with the proceeds from financial instrument(s) as directed by the FDEP or from any other source. The Trustee shall have no duties or responsibilities beyond safekeeping this document and annually submitting to FDEP a valuation statement. Upon funding, this Trust shall become active and be administered pursuant to the terms of this instrument.



Section 4. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund (the Fund), for the benefit of the FDEP. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. Any property transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the FDEP.

Section 5. Payment for Closure, Post-Closure Care, and Corrective Action. The Trustee shall make payments from the Fund as the FDEP Secretary, or the Secretary's designee (the "designee"), shall direct, in writing, to provide for the payment of the costs of Required Action of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the FDEP Secretary, or designee, from the Fund for Required Action expenditures in such amounts as the FDEP Secretary, or designee, shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the FDEP Secretary, or designee, specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee and may consist solely of proceeds from financial instrument(s) as directed by the FDEP.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this Section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

- (a) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (b) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (c) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Power of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for

the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or a State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 10. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Section 11. Annual Valuation.** The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Secretary of the FDEP, or designee, a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the FDEP Secretary, or designee, shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**Section 12. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 13. Trustee Compensation.** The Trustee is authorized to charge against the principal of the Trust its published Trust fee schedule in effect at the time services are rendered.

**Section 14. Successor Trustee.** The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor Trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, FDEP Secretary, or designee, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 10.

**Section 15. Instructions to the Trustee.\*** All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the FDEP Secretary, or designee, to the Trustee shall be in writing, signed by the FDEP Secretary, or the designee, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the FDEP hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or the FDEP, except as provided for herein.

\* Note: pursuant to Section 5, the authority to direct payments, reimbursements and refunds is given solely to the FDEP Secretary or designee.

Section 16. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist.

Section 17. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the FDEP Secretary, or designee, or by the Trustee and the FDEP Secretary, or designee, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 18. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the FDEP Secretary, or designee, issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 19. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Florida.

Section 20. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written.

The persons whose signatures appear below hereby certify that the wording of this Agreement is identical to the wording as adopted and incorporated by reference in Rule 62-701.630(6)(a), F.A.C.

**GRANTOR**

Authorized Signature for Grantor

Lawrence H Wilt, Jr Manager

Type Name and Title

757-858-6500

Telephone Number

E-mail Address

**TRUSTEE**

Authorized Signature for Trustee

Elizabeth A Boyd, Vice President

Type Name and Title

804-343-1564

Telephone Number

E-mail Address

Signature of Witness or Notary

AMANDA C NICHOLS

Printed Name of Witness or Notary Seal

Date

SOLID WASTE  
SECTION

DEC 12 2012

**CERTIFICATION OF ACKNOWLEDGMENT FOR  
SOLID WASTE FACILITY STANDBY TRUST FUND AGREEMENT**

State of Virginia City of Norfolk

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2012.

by Lawrence H Wilt, Jr as Manager of

Name of person

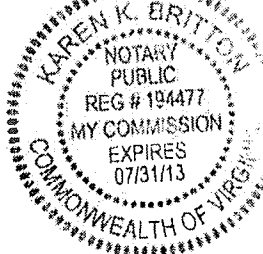
Title

Tarmac America LLC

Owner or Operator

, the legal entity described in and which executed

the above instrument.

Karen K. Britton (SEAL)   
Signature of Notary Public

Personally Known ☒ or Produced Identification ☐

Type of Identification Produced \_\_\_\_\_

**SCHEDULE A**

This Agreement demonstrates financial assurance for cost estimate(s) on file with FDEP for the following facility(ies).

Indicate Required Action amounts for each facility separately.  
Trust fund valuation statements may function as the required updating of Schedule A.

FDEP I.D. No.:	100946	Required Action	Initial Amount
Facility Name:	Pennsuco Complex	Closing:	\$ 29,513.76
Site Address:	11000 N. W. 121 Way	Long-term Care:	\$ _____
	Medley, Florida 33178	Corrective Action:	\$ _____

**EXHIBIT A**

All orders, requests, and instructions by the Grantor to the Trustee shall be in writing and signed by one of the following persons:

Lawrence H Wilt, Jr , Manager

Type Name and Title

Russ Fink, VP & Gen. Counsel & Secretary

Type Name and Title

Karen Fittler, Director of Tax

Type Name and Title