

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

and,

OGC FILE NO.: 11-1247

LARGO VENTURES, LLC

THIRD AGREEMENT FOR FORMER WASTE DISPOSAL AREA
3301 WHITNEY ROAD, PINELLAS COUNTY, FLORIDA

I. INTRODUCTION

This Third Agreement (“Agreement”) is made and entered into by and between the Florida Department of Environmental Protection (the “Department”) and Largo Ventures, LLC (“Largo”) (hereinafter the Department and Largo are collectively referred to as the “Parties”).

The purpose of this Agreement is to settle and resolve, subject to reservations and limitations contained herein, the potential liability of Largo for any Existing Contamination at the Property located at 3301 Whitney Road, Pinellas County, Florida, further identified to include Pinellas County Property Appraiser Parcel ID Nos. as listed on Exhibit 1 attached (the “Property”). The resolution of the potential liability of Largo in exchange for the consideration provided by Largo to the Department is of substantial benefit to the environment and is in the public interest. The Department has assigned WACS ID No. 94615 to the Property.

II. DEFINITION

1. “Existing Contamination” shall mean any hazardous substances, pollutants or contaminants present or existing on or under the Property as of the date Largo acquired ownership of the Property, including any landfill gas or vapor, hazardous substances, pollutants or

contaminants that have been or may be discovered which result from disposal of waste before the date Largo acquired ownership of the Property.

III. STATEMENT OF FACTS

2. On August 24, 2011, and subsequently on July 8, 2013, the Department entered into Agreements with Largo for the Former Waste Disposal Area, 3301 Whitney Road, Pinellas County, Florida.

3. In the prior Agreements with the Department, Largo agreed to conduct groundwater quality monitoring, combustible landfill gas monitoring, and maintenance associated with the waste disposal area located at the Property.

4. Largo currently owns the Property.

5. Largo has been conducting semi-annual groundwater monitoring and quarterly landfill gas monitoring since 2011. The most recent analytical results indicate that groundwater cleanup target levels have been exceeded for several parameters. Sampling results for landfill gas demonstrate that landfill gas has been detected at the site boundary at levels above the lower explosive limit.

6. Largo is willing to accomplish the tasks set forth herein to continue groundwater quality monitoring, combustible gas monitoring, passive venting of combustible landfill gas, and general maintenance and upkeep of the Property during the period of its ownership of the Property.

IV. CONSIDERATION

7. In consideration of and in exchange for the Department's Covenant Not to Sue in Section VII herein, Largo agrees:

(a) To exercise care in maintaining the Property in a mowed condition and free from solid waste debris disposed, dumped or placed on the Property after the effective date of this Agreement.

(b) To continue semi-annual monitoring of groundwater quality in accordance with the Groundwater Monitoring Plan attached and incorporated as Exhibit 2.

(c) Within 30 days of the effective date of this Agreement, to install a passive landfill gas venting system and conduct landfill gas management, monitoring and reporting in accordance with the Landfill Gas Management and Monitoring Plan attached and incorporated as Exhibit 3.

(d) Not to develop the Property, dispose of or allow any other person to dispose of solid waste on the Property or perform any activities that would disturb the waste disposal area located on the Property, except as authorized by this Agreement.

8. Largo agrees to provide to the Department its authorized officers, employees, representatives an irrevocable right of access at all reasonable times to the Property for the implementation of compliance inspections related to the terms of this Agreement. The Department shall provide reasonable notice to Largo of the timing of any inspections to be undertaken at the Property.

9. Within 30 days of the effective date of the Agreement Largo shall record the Agreement in the Public Records of Pinellas County and provide a recorded copy of the same to the Department.

V. PARTIES BOUND/TRANSFER OF COVENANT

10. The benefits and burdens of this Agreement shall terminate 18 months following its effective date, or in the event that the Property is sold, or title otherwise conveyed to an entity not a party to this Agreement, whichever occurs first. During the 18 month period, the Parties shall be bound by this Agreement unless modified and executed in writing. Each signatory of a Party to this Agreement represents that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party. At the 18 month termination date, in the event that this

Agreement is not extended by mutual consent of the Parties, or the Property has not been sold, conveyed or title otherwise conveyed to an entity who is not a party to this agreement (in which case this Agreement terminates), Largo shall become responsible and liable for all regulatory requirements including, but not limited to, obtaining permits and conducting assessment, corrective and/or remedial actions required pursuant to Chapters 62-701 and 62-780, F.A.C.

11. This Agreement and its covenants is/are not transferable to Largo's successors in interest in the Property and do not run with the land.

12. In the event Largo becomes aware of any action or occurrence that causes or threatens a release of hazardous substances, pollutants or contaminants at or from the Property that presents an imminent threat to public health, welfare or the environment, Largo shall in addition to complying with any applicable notification requirements under law, immediately notify the Department of such release or threatened release. The Department agrees to work cooperatively with Largo in order to determine the safe means of removal and disposal after discovery. However, nothing contained herein shall be construed as obligating the Department to inspect, respond, contain, remove, abate or advise as to any contamination, pollution, or other condition that currently exists or may be found to exist at or near the Property.

VI. CERTIFICATION

13. By entering into this agreement, Largo certifies that to the best of its knowledge and belief it has fully and accurately disclosed to the Department all material information known to Largo and all material information in the possession or control of its officers, directors, employees, contractors and agents which relates in any way to any Existing Contamination or any past or potential future release of hazardous substances, pollutants or contaminants at or from the

Property and to its qualification for this Agreement. Largo also certifies that to the best of its knowledge and belief it has not caused or contributed to a release or threat of release of hazardous substances or pollutants or contaminants at the Property. If the Department believes that certification or information provided by Largo is not materially accurate and complete, the Department will contact Largo and Largo will have 90 days to provide such additional information as is necessary to correct the inaccuracies or supplement as necessary, the information previously submitted. If Largo refuses to provide such information and it is determined in an appropriate legal forum that the information provided by the Largo is not materially accurate and complete, then this Agreement shall be considered null and void and the Parties shall reserve all rights that they may otherwise have.

VII. DEPARTMENT'S COVENANT NOT TO SUE

14. The Department recognizes that, prior to the date Largo acquired the Property, Largo has had no involvement in or responsibility for any solid waste, hazardous substances, pollutants or contaminants that were buried on the Property. Accordingly, and as an inducement for Largo to conduct the activities described in Section IV of this Agreement, the Department, subject to the Reservations of Rights in Section IX of this Agreement, covenants not to sue or take any other civil or administrative action against Largo, its members, directors, officers, affiliates, and its agents for any and all civil liability, for injunctive relief, or reimbursement of costs associated with Existing Contamination at the Property. Nothing in this Agreement shall constitute an assurance by the Department that no claims may be made against Largo by private third parties in connection with unauthorized materials addressed hereunder.

VIII. RESERVATION OF RIGHTS

15. The covenant not to sue set forth in Section VII above does not pertain to any matters other than those expressly specified in Section VII (Department's Covenant Not to Sue). The Department reserves and the Agreement is without prejudice to all rights against Largo with respect to all other matters, including but not limited to, the following:

(a) claims or liability based on a failure by Largo to meet a requirement of this Agreement, including but not limited to Section IV (Consideration), and Section VI (Certification);

(b) any claims or liability resulting from past or future releases of hazardous substances, pollutants or contaminants, at or from the Property caused by Largo or contributed to by Largo, due to its failure to exercise reasonable and proper care;

(c) any claims or liability resulting from exacerbation by Largo of Existing Contamination due to its failure to exercise reasonable and proper care;

(d) any claims or liability resulting from the release or threat of release of hazardous substances, pollutants or contaminants, by Largo, at the Property after the effective date of this Agreement, not within the definition of Existing Contamination;

(e) any claims or liability resulting from past or future migration of hazardous substances, pollutants or contaminants from the Property to offsite property that presents an imminent threat to public health, welfare or the environment

(f) criminal liability by Largo

(g) any claims or liability resulting from Largo's violation of local, state or federal law or regulations.

16. Nothing in this Agreement is intended as a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil, or criminal, past or future, in law or in

equity, which the Department may have against any person, firm, corporation, or other entity not a party to this Agreement except as set forth in Section IV (Consideration) and Section VII (Department's Covenant Not to Sue).

17. Nothing in this Agreement is intended to limit the right of the Department to undertake future response actions on or near the Property or to seek to compel parties other than Largo to perform or pay for response actions on the Property, excluding Largo's members, directors, officers, affiliates, and its agents. Subject to the foregoing caveat, nothing in this Agreement shall in any way restrict or limit the nature or scope of response actions which may be required by the Department in exercising its authority under the law. Largo acknowledges that response actions by third parties may be required.

18. Nothing in this Agreement is intended to bind, compel or commit the Department to undertake or pay for any response actions, contamination assessment or remediation at the Property or to initiate any legal action against any potentially responsible person.

IX. LARGO'S COVENANT NOT TO SUE

19. In consideration of the Department's Covenant Not To Sue in Section VII of this Agreement, Largo hereby covenants not to sue and not to assert any claims or causes of action against the State/Department, its authorized officers, employees, or representatives with respect to the Property or this Agreement including, but not limited to, any direct claims for reimbursement, any claim against the State/Department, including any department, agency or instrumentality of the State related to the Property, or any claims arising out of response activities at the Property, including claims based on the Department's oversight of such activities or approval of plans for such activities. Further, Largo covenants not to sue and not to assert any claim or cause of action

against the State/Department, its authorized officers, employees, or representatives, to compel the State/Department to take any action with regard to the Existing Contamination, the Property or any potentially responsible party.

20. Largo reserves, and this Agreement is without prejudice to, actions against the Department based on negligent actions taken directly by the Department, not including oversight or approval of the Largo's plans or activities, that are brought pursuant to any statute for which the waiver of sovereign immunity is found. However, Largo covenants not to sue and not to assert any claim or cause of action against the State/Department, its authorized officers, employees, or representatives, for the State's/Department's decisions not to act, its failure to act or any delay in taking action with regard to the Existing Contamination on the Property.

X. NOTICES AND SUBMISSIONS

21. Notices/correspondence to Largo hereunder shall be sent to the following address:
Ron H. Noble, Esquire, Buchanan Ingersoll & Rooney PC, P.O. Box 1438, Tampa, FL 33601.

22. Notices/correspondence to Department shall be sent to the following addresses:
FDEP Compliance and Assurance Program, 13051 North Telecom Parkway, Temple Terrace, FL 33637-0926 and FDEP OGC, 3900 Commonwealth Blvd., MS #35, Tallahassee, FL 32399

XI. EFFECTIVE DATE/ENTIRE AGREEMENT

23. The effective date of this Agreement shall be the date upon which the Department's Agency Clerk signs the Agreement.

24. This Agreement constitutes the entire agreement between the parties hereto related to the Property. No prior or present agreements or representations shall be binding upon the parties

hereto unless included in this document. No modifications to or change in this document shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound.

NOTICE OF RIGHTS

Respondent shall publish the following notice in a newspaper of daily circulation in Pinellas County, Florida. The notice shall be published one time only within 10 days of the effective date of the Agreement. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
NOTICE OF CONSENT ORDER

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into an Agreement with LARGO VENTURES, LLC, pursuant to section 120.57(4), *Florida Statutes*. The Agreement addresses the groundwater quality monitoring, combustible gas monitoring, passive venting of combustible gas, and general maintenance and upkeep of property that was a former waste disposal area at 3301 Whitney Road, Pinellas County, Florida. The 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, 13051 North Telecom Parkway, Temple Terrace, Fl. 33637-0926.

Persons who are not parties to this Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under Sections 120.569 and 120.57, *Florida Statutes*.

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Agreement;
- b) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding;
- c) An explanation of how the petitioner's substantial interests will be affected by the Agreement;
- d) A statement of when and how the petitioner received notice of the Agreement;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Agreement;
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Agreement; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Agreement.

The petition must be filed (received) at 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 at the address indicated above. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under Sections 120.569 and 120.57, Florida Statutes. Mediation under Section 120.573, Florida Statutes, is not available in this proceeding.

FOR LARGO VENTURES, LLC

12/15/14
DATE

Bill Stanton
SIGNATURE

Bill C. Stanton, Vice President
Largo Ventures, LLC

FOR THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

12-30-14
DATE

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Kelly Bishop Sr
Mary Yeagan, P.G.
Southwest District Director
Florida Department of Environmental Protection

Filed, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Marcia Haines

Clerk

December 30, 2014

Date

Copies furnished to:
Lea Crandall, Agency Clerk
Mail Station 35

Exhibit 2

Groundwater Monitoring Plan

1. **Water Quality Monitoring Quality Assurance.**

a. All field work done in connection with the document titled "Former Whitney Place Development Groundwater Monitoring Plan," prepared by Professional Environmental Solutions, Inc., dated November 10, 2014, attached hereto, shall be conducted in accordance with the Standard Operating Procedures (SOPs) described in DEP-SOP-001/01 (revised March 1, 2014, effective July 30, 2014), as referenced in Rule 62-160.210(1), F.A.C. All laboratory analyses done in connection with the above-referenced document shall be conducted by firms that hold certificates from the Department of Health Environmental Laboratory Certification Program under Chapter 64E-1, F.A.C., as referenced in Rule 62-160.300(1), F.A.C. The SOPs utilized and the laboratory's list of certified test methods and analytes must specifically address the types of sampling and analytical work that are required by and shall be implemented by all persons performing sample collection or analysis. Alternate field procedures and laboratory methods may be used if approved according to the requirements of Rules 62-160.220 and 62-160.330, F.A.C., respectively.

NOTE: DEP-SOP-001/01 can be accessed on the Department's web site at:
<http://www.dep.state.fl.us/water/sas/sop/sops.htm>

b. The field testing, sample collection and preservation, and laboratory testing, including the collection of quality control samples, shall be in accordance with the requirements of and methods approved by the Department in accordance with Rule 62-4.246 and Chapter 62-160, F.A.C. Approved methods published by the Department or as published in Standard Methods, or by A.S.T.M., or EPA methods shall be used.

2. **Zone of Discharge.**

a. The zone of discharge shall extend horizontally 100 feet from the limits of the unpermitted waste disposal areas or to the Property boundary, whichever is less, and shall extend vertically to the bottom of the surficial aquifer.

b. Largo Ventures, LLC ("Largo") shall ensure that the water quality standards for Class G-II ground waters will not be exceeded at the boundary of the zone of discharge according to Rule 62-520.420, F.A.C., and that the ground water minimum criteria referenced in Rule 62-520.400, F.A.C., will not be exceeded outside the footprint of the unpermitted waste disposal area.

3. **Ground Water Monitor Well Locations.** Ground water monitor wells are located as shown on **attached** Figure 2 titled "Groundwater Monitoring Wells, Former Whitney Place Development," prepared by Professional Environmental Solutions, Inc., received November 10, 2014, as follow:

<u>Well #</u>	<u>WACS Testsite #</u>	<u>Aquifer</u>	<u>Designation</u>	<u>Location</u>
MW-1	22600	Surficial	Downgradient	See Figure 2
MW-2	22601	Surficial	Intermediate	↓
MW-3	22602	Surficial	Background	↓
MW-4	22603	Surficial	Downgradient	↓

All wells are to be clearly labeled and easily visible at all times. All wells should be kept locked to minimize unauthorized access.

Exhibit 2

Groundwater Monitoring Plan

4. Ground Water Sampling. The locations, parameters, and frequencies specified herein represent the minimum requirements for ground water monitoring. Additional samples, wells, and parameters may be required based upon subsequent analysis. Method Detection Limits must be reported at or below the Maximum Contaminant Levels established for the individual parameters to demonstrate compliance with the Class G-II ground water standards referenced in Rule 62-520.420, F.A.C., and with the ground water minimum criteria referenced in Rule 62-520.400, F.A.C. Compliance with ground water standards will be based on analysis of unfiltered samples.

a. Largo shall measure ground water levels **semi-annually** (during the periods from January 1-June 30, and July 1-December 31 of each year) at a minimum, including all sampling events described in Paragraphs #4.b., and #4.c., at all active monitor wells, as listed in Paragraph #3., to a precision of 0.01 foot. Ground water surface contour maps shall be prepared for each sampling event to include water elevations (using an industry approved datum) calculated for each monitor well.

b. An "initial sampling event" shall be conducted **within 7 days of installation and development** of all new monitor wells for analysis of the following parameters:

<u>Field Parameters</u>	<u>Laboratory Parameters</u>	
Static Water Level before purging	Total Ammonia - N	Aluminum
Specific Conductivity	Chlorides	Iron
pH	Nitrate	Manganese
Dissolved Oxygen	Total Dissolved Solids (TDS)	Mercury
Turbidity	<u>Those parameters listed in</u>	Sodium
Temperature	<u>40 CFR Part 258, Appendix II</u>	
Colors and sheens (by observation)		

Results of initial sampling shall be submitted **within 30 days of receipt** from the analytical laboratory.

c. Routine ground water sampling events shall be conducted **semi-annually** at the monitor wells listed in Paragraph #3., (MW-1, MW-2, MW-3 and MW-4), for analysis of the following parameters:

<u>Field Parameters</u>	<u>Laboratory Parameters</u>	
Static Water Level before purging	Total Ammonia - N	Iron
Specific Conductivity	Total Dissolved Solids (TDS)	Manganese
pH	Carbon disulfide	Sodium
Dissolved Oxygen		Thallium
Turbidity		
Temperature		
Colors and sheens (by observation)		

Groundwater Monitoring Plan

Exhibit 2

5. **Ground Water Monitor Well Construction.** In the event that during the term of the Agreement any ground water monitoring well becomes damaged or cannot be sampled, Largo shall notify the Department and propose a replacement monitoring well at a suitable location. Largo shall submit the following information within 90 days of installation of all new or replacement monitor wells, and piezometers, or as stated below:

a. Prior to construction of all new or replacement monitor wells and piezometers, Largo shall request and receive Department approval of the location and proposed construction details for the monitoring well.

b. Construction details for all new or replacement wells and piezometers shall be provided to the Department's Southwest District Office on Department Form #62-701.900(30), Monitoring Well Completion Report.

c. Within one week of well completion and development, Largo shall sample each new monitor well for the parameters listed in Paragraph #4.b., to comply with the requirements of Rules 62-701.510(7)(a), and 62-701.510(7)(c), F.A.C., plus aluminum and manganese.

d. Largo shall submit a surveyed drawing shall be submitted in accordance with Rule 62-701.510(3)(d)1, F.A.C., showing the location of all monitor wells and piezometers (active and abandoned) horizontally located in degrees, minutes and seconds of latitude and longitude, and the elevation of the top of the well casing to the nearest 0.01 foot, using an industry approved datum. The surveyed drawing shall include the monitor well identification number, locations and elevations of all permanent benchmarks and/or corner monument markers at the site. The survey shall be conducted by a Florida Licensed Professional Surveyor and Mapper.

6. **Well Abandonment.** Largo shall plug and abandon all monitor wells not listed in Paragraph #3., and not a part of the approved Water Quality Monitoring Plan in accordance with Rule 62-532.550(5), F.A.C., and the rules of the Southwest Florida Water Management District. Largo shall submit a written report to the Department within 30 days of well/piezometer abandonment verifying proper abandonment. A written request for exemption to the abandonment of a well/piezometer must be submitted electronically to the Department's Compliance Assurance Program at SWDwaste@dep.state.fl.us for approval.

7. **Vertical/Evaluation Monitoring.** If at any time monitoring parameters are detected at concentrations significantly above background water quality, or exceed the Department's ground water quality standards or minimum criteria in any downgradient well, Largo has 30 days from receipt of the sampling results to resample the monitor well(s) to verify the original analysis. Should Largo choose not to resample, the Department will consider the water quality analysis as representative of current ground water conditions at the facility. If the data is confirmed, or if Largo chooses not to resample, the Department shall be notified in writing within 14 days of this finding. Upon notification by the Department, Largo shall initiate evaluation monitoring as described in Rules 62-701.510(6)(a) and 62-701.510(6)(b), F.A.C. If monitoring parameters are detected at concentrations significantly above background water quality, and exceed the Department's water quality standards or minimum criteria in any compliance well installed at the edge of the zone of discharge in the downgradient direction, Largo shall initiate corrective actions as described in Rule 62-701.510(6)(c), F.A.C.

Exhibit 2

Groundwater Monitoring Plan

8. **Water Quality Reporting Requirements.** Largo shall submit to the Department the results of the routine ground water analyses (Paragraph #4.c.) electronically (via e-mail, CD, DVD, etc.) by **January 15th and July 15th of each year** for the periods July 1-December 31, and January 1-June 30, respectively. Largo shall submit to the Department the results of any "initial ground sampling event" (Paragraph #4.b.) **within 30 days of receipt of results from the laboratory.**

Water quality monitoring reports shall be submitted in Adobe pdf format. The water quality data Electronic Data Deliverable (EDD) shall be provided to the Department in an electronic format consistent with the requirements for importing the data into the Department's databases as summarized at the following link:

<http://www.dep.state.fl.us/waste/categories/shw/pages/ADaPT.htm>

Water quality monitoring reports shall include the following:

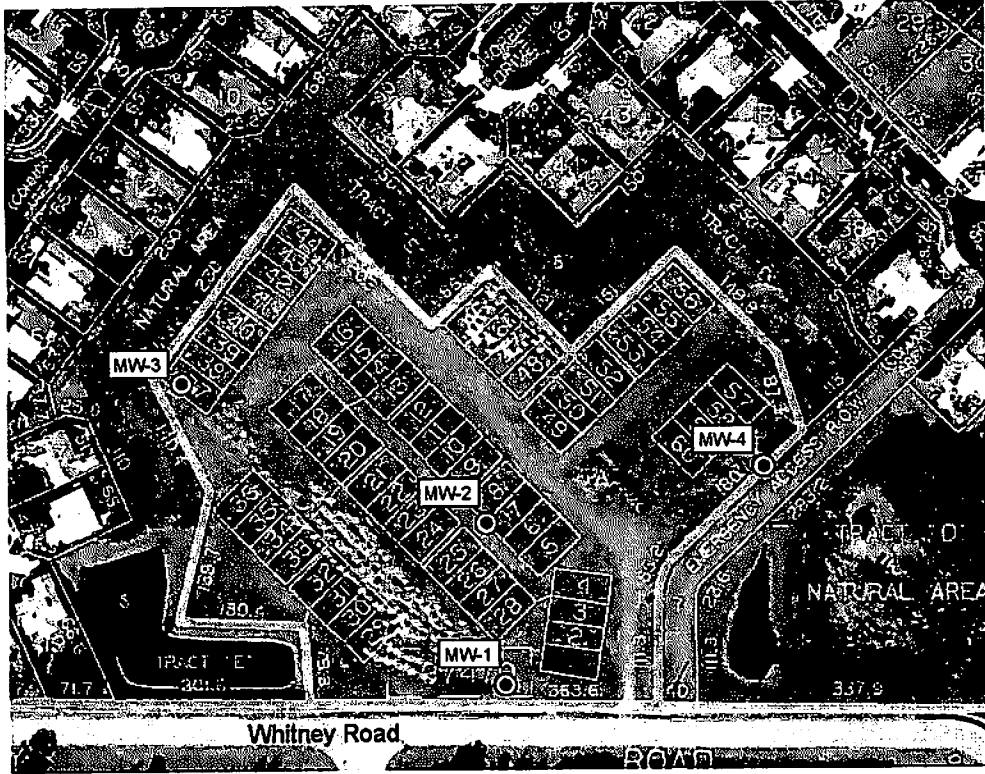
- a) Cover letter;
- b) Summary of exceedances and sampling problems, if any (e.g., variation from SOP field criteria);
- c) Conclusions and recommendations;
- d) An updated ground water table contour map signed and sealed by a Florida-registered professional geologist or professional engineer with experience in hydrogeologic investigations, with contours no greater than one-foot intervals unless site specific conditions dictate otherwise, which indicates ground water elevations and flow direction;
- e) Laboratory report of results, including chain-of-custody forms;
- f) Water levels, water elevation table;
- g) Ground Water Monitoring Certification, using Department Form #62-701.900(31);
- h) Appropriate sampling information on Form #FD 9000-24 (DEP-SOP-001/01); and,
- i) Laboratory and Field EDDs and error logs, as applicable.

All water quality reports shall be submitted to:
Florida Department of Environmental Protection
Southwest District Office, Compliance Assurance Program
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926
SWD_Waste@dep.state.fl.us

and, to:
Florida Department of Environmental Protection
Solid Waste Section, MS 4565
2600 Blair Stone Road
Tallahassee, FL 32399-2400
ADaPT.EDDs.and.Reports@dep.state.fl.us

Exhibit 2

Groundwater Monitoring Plan



Legend

■ Groundwater Monitoring Well

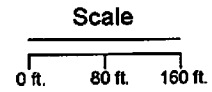


Figure 2.
Groundwater Monitoring Wells

Former Whitney Place Development

Exhibit 3

Landfill Gas Management & Monitoring Plan

1. Gas Monitoring and Control.

- a. Facilities that received biodegradable wastes shall have a gas management and control system designed to prevent: explosions and fires due to the accumulation of combustible gas concentrations on-site or off-site; lateral migration of combustible gas that causes damage to vegetation on final cover of the facility or vegetation beyond the perimeter of the property on which the facility is located; and, objectionable odors off-site. Combustible gas shall be monitored and controlled as required by Rule 62-701.530, F.A.C.
- b. Combustible gas shall be monitored to demonstrate compliance with the criteria established in Rule 62-701.530(1)(a), F.A.C., less than 25% of the lower explosive limit (LEL) for combustible gases in structures, and less than 100% of the LEL for combustible gases in gas probes at the property boundary. Combustible gas monitoring results shall be reported as a percent of the LEL, calibrated to methane.
- c. Gas monitoring reports shall be submitted to:
Florida Department of Environmental Protection
Southwest District Office, Compliance Assurance Program
13051 North Telecom Parkway
Temple Terrace, FL 33637-0926
SWD_Waste@dep.state.fl.us

2. Gas Monitoring Locations.

- a. The gas probes are shown on attached Figure 2 titled "Landfill Gas Monitoring Wells, Former Whitney Place Development," prepared by Professional Environmental Solutions, Inc., received November 18, 2014, as follows:

<u>Gas Probe #</u>	<u>Scheduling Notes</u>	<u>Location</u>
LFG-1	A	Perimeter location (south boundary)
LFG-2	A	Perimeter location (south boundary)
LFG-3	A	Interior location
LFG-4	A	Interior location
LFG-5	A	Perimeter location (west boundary)
LFG-6	A	Interior location
LFG-7	A	Perimeter location (north boundary)
LFG-8	A	Interior location
LFG-9	A	Perimeter location (north boundary)
LFG-10	A	Interior location
LFG-11	A	Perimeter location (north boundary)
LFG-13	A	Perimeter location (east boundary)
LFG-14	B	Perimeter location (east boundary)

Exhibit 3

Landfill Gas Management & Monitoring Plan

2. Gas Monitoring Locations. (continued)

Scheduling Notes:

A = existing gas probe location; construction details previously provided.

B = Largo shall install the proposed gas probe (LFG-14) **within 30 days of the effective date of this Agreement** in accordance with the construction details described in the "Landfill Gas Monitoring Wells" section of the document titled "Former Whitney Place Development Landfill Gas Monitoring Plan," prepared by Professional Environmental Solutions, Inc., dated November 13, 2014. A report that provides the construction details of proposed gas probe LFG-14 shall be submitted by Largo **within 30 days of installation.**

b. The proposed passive gas vent locations are shown on **attached** Figure 3 titled "Proposed Passive Vent Wells, Former Whitney Place Development," prepared by Professional Environmental Solutions, Inc., received November 18, 2014, as follows:

<u>Gas Vent #</u>	<u>Scheduling Note</u>	<u>Location</u>
V-1	C	Along west boundary
V-2	C	Along west boundary
V-3	C	Along west boundary
V-4	C	Along north boundary
V-5	C	Along north boundary
V-6	C	Along north boundary
V-7	C	Along north boundary
V-8	C	Along east boundary
V-9	C	Along east boundary
V-10	C	Interior location
V-11	C	Interior location
V-12	C	Interior location
V-13	C	Interior location

Scheduling Note:

C = Largo shall install the proposed passive gas vent wells **within 30 days of the effective date of this Agreement** in accordance with the construction details presented on **attached** Figure 4 titled "Passive Vent Well Schematic, Former Whitney Place Development," prepared by Professional Environmental Solutions, Inc., received November 18, 2014. A report that provides the construction details of proposed passive gas vents V-1 through V-13 shall be submitted by Largo **within 30 days of installation.**

Exhibit 3

Landfill Gas Management & Monitoring Plan

3. **Gas Monitoring Requirements.** Monitoring for combustible gases at the above-listed gas probes shall be performed by Largo to determine the effectiveness of the proposed passive gas vents. Landfill gas monitoring events shall be conducted as follow:
- a. Largo shall conduct a landfill gas monitoring event prior to the installation of the passive gas vents listed above (Paragraph #2.b.), at gas probes LFG-1 through LFG-11, and LFG-13. The results of this landfill gas monitoring events shall be submitted by the 21st day of the following month.
 - b. Largo shall conduct **five monthly** landfill gas monitoring events following installation of the passive gas vents listed above (Paragraph #2.b.), at gas probes LFG-1 through LFG-11, LFG-13, and LFG-14. The results of these **monthly** landfill gas monitoring events conducted during Month 1 through Month 5 of the Agreement shall be submitted by the 21st day of the following month.
 - c. Largo shall conduct the **sixth monthly** landfill gas monitoring event conducted following installation of the passive gas vents listed above (Paragraph #2.b.), shall be performed at gas probes LFG-1 through LFG-11, LFG-13, and LFG-14. The results of this landfill gas monitoring event conducted during Month 6 of this Agreement shall be included in a report that evaluates the effectiveness of the passive gas vents. This evaluation shall compare the concentrations of combustible gases reported for the gas probes prior to and following installation of the passive gas vents (gas monitoring results for events conducted in accordance with Paragraphs #3.a, #3.b., and #3.c.). The report shall also recommend the frequency of gas monitoring events for the remainder of this Agreement (during Month 7 through Month 18). Largo shall submit this report by the 21st day of Month 7.
 - d. The frequency of landfill gas monitoring events to be conducted during Month 7 through Month 18 of this Agreement shall be evaluated after the Department reviews the report described in Paragraph #3.c. Largo shall implement the Department's monitoring schedule. In the event that the Department requires gas monitoring events to be conducted at a **monthly** frequency, the results shall be submitted by the 21st day of the following month. In the event that the Department approves gas monitoring events to be conducted at a **quarterly** frequency, the results shall be submitted by the 21st day after the end of the quarter.

Exhibit 3

Landfill Gas Management & Monitoring Plan

4. Gas Remediation.

a. If the results of the gas monitoring events conducted in accordance with Paragraphs #3.a, #3.b., and #3.c., show combustible gas concentrations that exceed 100% of the LEL calibrated to methane in perimeter gas probes through Month 6, the report described in Paragraph #3.c., shall include recommendations to implement a gas remediation plan that complies with the requirements of Rule 62-701.530(3)(a), F.A.C., including:

- 1) Immediately take all necessary steps to ensure protection of human health,
- 2) Submit to the Department for approval a gas remediation plan for the gas releases. The plan shall describe the nature and extent of the problem and the proposed remedy. The remedy may include some or all of the gas management system design contained in Rule 62-701.530(1)(a), F.A.C., and,
- 3) The proposed remedy shall be completed by Largo **within 60 days of Department approval** unless an alternate schedule is approved by the Department. In the event the proposed remedy is not approved as submitted, Largo shall work with the Department to modify the gas remediation plan as appropriate to achieve the performance standards presented in Rule 62-701.530(1)(a)1, F.A.C.

b. If the results of the landfill gas monitoring events conducted in accordance with Paragraph #3.d., show combustible gas concentrations that exceed 100% of the LEL calibrated to methane in perimeter gas probes during Month 7 through Month 18 of this Agreement, Largo shall implement a gas remediation plan that complies with the requirements of Rule 62-701.530(3)(a), F.A.C., including the submittal of a gas remediation plan **within 7 days of detection**.

c. Upon review of the gas remediation plans required by Paragraph #4.a.(2) and #4.b., 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.

5. Odor Remediation.

a. In the event that complaints are received regarding objectionable odor beyond the Largo property boundary, Department personnel shall inspect the facility. If objectionable odors are confirmed beyond the Largo property boundary, the Department shall provide written notification to Largo to develop and implement an odor remediation plan in accordance with the requirements of Rule 62-701.530(3)(b), F.A.C.

b. Upon review of the odor remediation plan required by Paragraph #5.a., 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.

Exhibit 3

Landfill Gas Management & Monitoring Plan

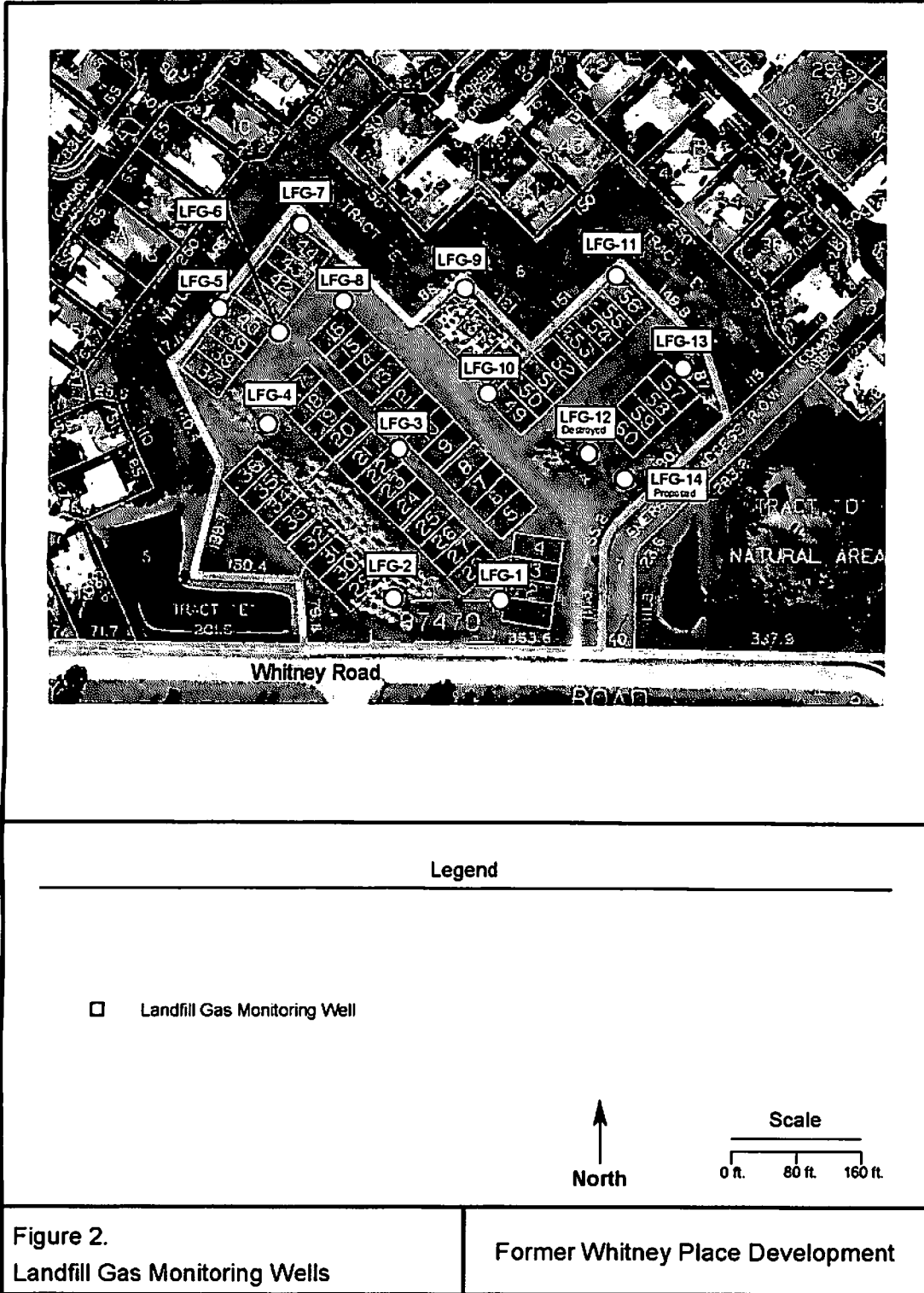
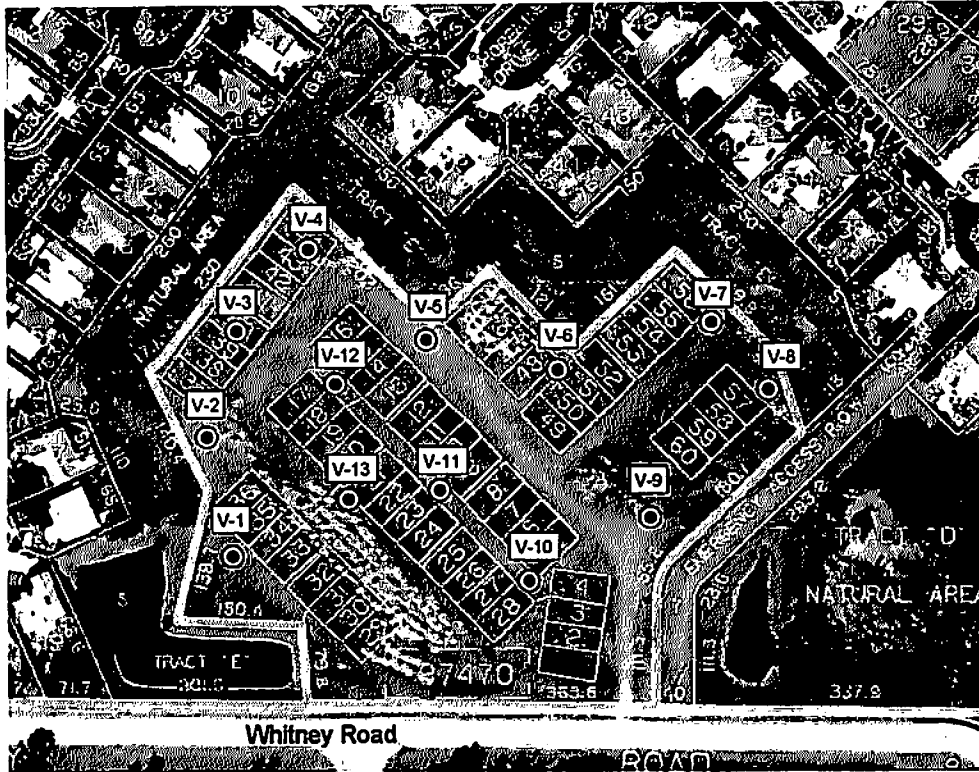


Exhibit 3

Landfill Gas Management & Monitoring Plan



Legend

■ Passive Landfill Gas Vent Well

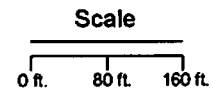
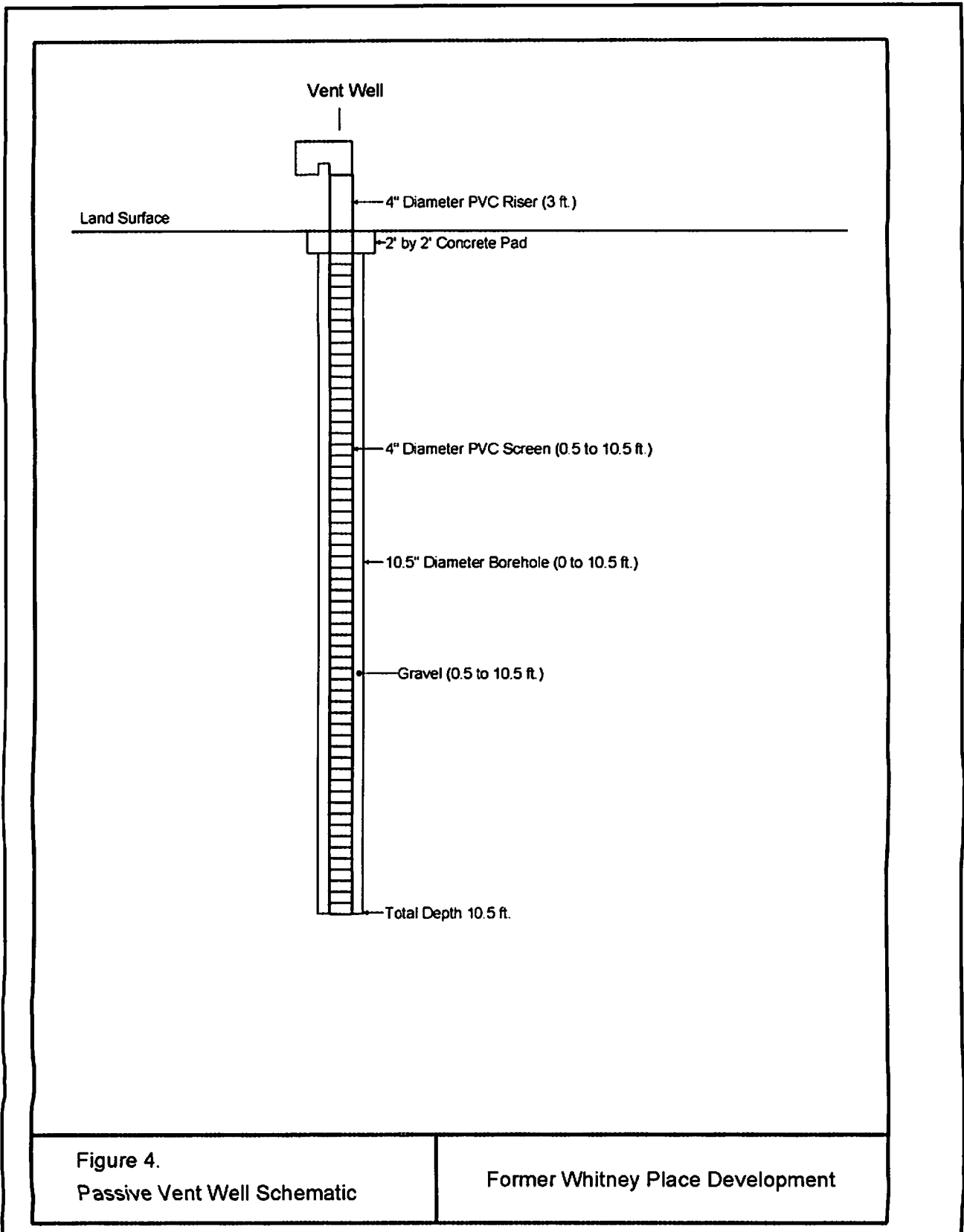


Figure 3.
Proposed Passive Vent Wells

Former Whitney Place Development

Exhibit 3

Landfill Gas Management & Monitoring Plan



From: [Haines, Marcia](#) on behalf of [Bishop, Kelly L.](#)
To: "Ronald.Noble@bipc.com"
Cc: [Meyers, Alissa](#); [Crandall, Lea](#); [SWD Clerical \(Shared Mailbox\)](#); [Bishop, Kelly L.](#)
Subject: Largo Ventures, LLC - Third Agreement , OGC#11-1247
Date: Tuesday, December 30, 2014 4:45:00 PM
Attachments: [Largo Ventures Third Agreement .pdf](#)

Attached, please find the above subject document. In an effort to reduce costs and waste, our agency is moving to electronic rather than paper correspondence. This is the only copy that you will receive, unless you request otherwise.

Acrobat Reader 6.0 or greater is required to read this document. It is available for downloading at: <http://www.adobe.com/products/acrobat/readstep.html>.

If you have any questions concerning the contents of the attached document, please contact the FDEP Assistant District Director, Kelly Bishop at 813-470-5702 or via email Kelly.L.Bishop@dep.state.fl.us