

SCS ENGINEERS

November 24, 2015
File No. 09215600.01

Mr. Henry Freedenberg
Solid Waste Section
Florida Department of Environmental Protection
2600 Blair Stone Road, MB 4565
Tallahassee, FL 32399

Subject: Southeast County Landfill, Hillsborough County
Operation Permit Intermediate Application
Responses to Request for Additional Information (RAI)
WACS No. 41193
Permit No. 35435-023-SO-IM

Dear Mr. Freedenberg:

On behalf of the Hillsborough County Public Works Department Solid Waste Management Division (SWMD), SCS Engineers (SCS) submits the following responses to your Request for Additional Information (RAI) in a letter dated October 23, 2015.

We have provided additional information, where applicable. If a response modifies a section of the application, the respective section(s) is updated accordingly. A complete version of the documents that include all revisions made in responding to this RAI are attached to this letter, using a strikethrough (e.g., ~~deleted~~) and underline (added) format, to facilitate review. We have included the revision date as part of the header/footer for all revised pages and provided an original and two copies of all revised materials.

For ease of review, each Florida Department of Environmental Protection (FDEP) comment is reiterated in bold type, followed by our response. The following are our responses:

- 1. You have indicated a desire to use on-site soils for final closure. Use of onsite soils will reduce the amount of required Financial Assurance. AS per 62-701.630(3)(d)1 F.A.C. and 62-701(3)(d)2 F.A.C, this is permitted. You have submitted a letter from Civil Design Service dated September 11, 2015 signed by Joseph H. O'Neill, P.E. which satisfies the requirements of 62-701.630(3)(d)1 F.A.C. Please submit a covenant, easement, trust or other legal agreement with the Department as required by 62-701.630(3)(d)2.**

Response: A soil covenant agreement has been drafted and reviewed by Hillsborough County and was provided to FDEP, under separate cover, on November 18, 2015. The soil covenant agreement is provided in Attachment A-1. Since the FDEP will deem



"horizontal detection/vertical compliance." As both wells TH-40 and TH-78 are located more than 50 feet from the disposal footprint of Phases I-VI, the "horizontal detection" part of the well designation is not appropriate. Please submit revisions to this table to designate wells TH-40 and TH- 78 as "compliance wells."

Response: The designations for wells TH-40 and TH-78 have been revised from "horizontal detection" to "compliance wells" in the table that lists the wells associated with the semi-annual monitoring of Phase I-VI on page L-1 of the revised Water Quality Monitoring Plan. See revised Water Quality Monitoring Plan in Attachment E.

- 6. Water Quality Monitoring Plan: Page L-2 includes a table that lists the inactive wells reserved for future use. Well TH-35A is identified as a surficial aquifer well in this table. It is the Department's understanding that well TH-35A was previously used as a supply well when the phosphate mining activities were conducted at the property. Please submit revisions to this table to indicate well TH-35A is a Floridan aquifer well.**

Response: The aquifer description for well TH-35A has been revised from surficial aquifer well to Floridan aquifer well in the table that lists the inactive wells reserved for future use on page L-2 of the revised Water Quality Monitoring Plan. See revised Water Quality Monitoring Plan in Attachment E.

- 7. Water Quality Monitoring Plan: Item (2) in this section refers to downgradient compliance wells. The last sentence of this section indicates that wells TH-40 and TH-78 are designated as "vertical compliance wells." Please submit revisions to this section to indicate that wells TH-40 and TH-78 are "compliance wells."**

Response: The text in Section L.1.c(2) of the revised Water Quality Monitoring Plan has been revised. Wells TH-40 and TH-78 have been revised from "vertical compliance wells" to "compliance wells" in the last sentence of Item (2) on page L-4 of the revised Water Quality Monitoring Plan. See revised Water Quality Monitoring Plan in Attachment E.

- 8. Water Quality Monitoring Plan: Item (4) in this section refers to the survey information for the existing monitor wells in Table L-1, however this table was not provided. It is noted that previous versions of Table L-1 ("Monitoring Well Characteristics Summary, Southeast County Landfill") included northings and eastings. Please submit revisions to Table L-1 that provide degrees, minutes and seconds of latitude and longitude for each monitor well.**

Response: Table L-1 has been revised to include degrees, minutes and seconds of latitude and longitude. See revised Table L-1 attached to the Water Quality

Monitoring Plan in Attachment E.

- 9. Leachate Management Plan Section 8.0 – Leachate and Effluent Disposal:** This section indicated leachate is disposed via treatment at the on-site leachate treatment and reclamation facility, hauling raw leachate via tanker truck to a Hillsborough County wastewater treatment facility, and truck-mounted spray evaporation of raw leachate within the contained working surface. Based on the information provided in the Engineering Report submitted in support of the closure (long-term care) permit renewal application submitted for the Hillsborough Heights and Taylor Road Landfills (pending permit #69683-011-SF/14), received September 9, 2015, it appears that raw leachate from Southeast County Landfill is also transported via tanker truck and discharged to the 10,000 gallon storage tank located at Hillsborough Heights and Taylor Road Landfills. Leachate from the storage tank is conveyed to the main leachate pump station and then pumped via force main to the Valrico Wastewater Treatment Plan. Please submit revisions to Section 8.0 to describe all methods of leachate disposal for Southeast County Landfill.

Response: SCS, on behalf of SWMD, provided FDEP, Solid Waste Management, Southwest District, with an Administrative Leachate Disposal Procedure Notification on February 5, 2015 (See Attachment F). This notification outlined the new procedures that the SWMD was implementing starting on February 19, 2015. The new procedures are to reroute leachate from SCLF through the existing wastewater lift station at the Hillsborough Heights Landfill to convey the leachate to the Hillsborough County Valrico wastewater treatment facility (WWTF). The two landfills already have an existing agreement in place with Hillsborough County Public Utilities Department (PUD) to discharge to the receiving WWTF and the quantity of leachate being discharged into the lift station will still be measured separately. The SWMD did not receive any comment from the Department.

The SWMD's agreement with the PUD is that the point of discharge for the SCLF is the tanker truck. Therefore, SWMD discharges leachate to the wastewater lift station as directed by PUD. Currently, SCLF may discharge to the Big Bend lift station and the Hillsborough Heights Landfill lift station, as indicated in the Leachate Management Plan (LMP). Both discharge to the Valrico WWTF. The LMP has only identified the receiving treatment facility and not the lift stations because there are numerous lift stations and these can change per PUD's direction. For example, there are 160 lift stations that discharge to the Falkenburg WWTF; 105 lift stations that discharge to the Valrico WWTF; and 181 lift stations that discharge to the South County WWTF.

Mr. Henry Freedenberg
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Section 8.5.2 of the LMP has been revised to include off-site disposal to the South County WWTF, as SWMD may also use the wastewater lift station at the South County Transfer Station which discharges to the South County WWTF.

As required, this response has been certified and signed by a professional engineer. We have enclosed one copy of our response. Please call if you have any questions.

Sincerely,



Bruce J. Clark, PE
Project Director
SCS ENGINEERS

BJC:bjc

cc: Kimberly A. Byer, HCSWMD
Larry Ruiz , HCSWMD
Ron Cope, HCEPC
John Morris, FDEP Tampa
Steve Morgan, FDEP Tampa

SCS ENGINEERS



**Southeast County Landfill, Hillsborough County
Operation Permit Intermediate Application
Responses to Request for Additional Information (RAI)
WACS No. 41193
Permit No. 35435-023-SO-IM**

Presented to:

**Solid Waste Section
Florida Department of Environmental Protection
2600 Blair Stone Road, MB 4565
Tallahassee, FL 32399**

Presented by:

SCS ENGINEERS
4041 Park Oaks Blvd., Suite 100
Tampa, Florida 33610
(813) 621-0080

November 24, 2015
File No. 09215600.01

Offices Nationwide
www.scsengineers.com

ATTACHMENT A-1

Soil Covenant Agreement

Project No. 2016-013-U
SE County Landfill Restrictive Covenant
Parcel: Future Borrow Area
Folio #:088548.0000
Sec 13 Twp 31 Rge 21

This instrument prepared by:
Eric Watkins, Real Property Supervisor
Hillsborough County Real Estate
and Facilities Services Dept.
P.O. Box 1110, Tampa, Florida 33601

**DECLARATION OF RESTRICTIVE COVENANT
AND ACCESS EASEMENT AGREEMENT**

THIS DECLARATION OF RESTRICTIVE COVENANT AND ACCESS AGREEMENT (the "Declaration") is made by and between Hillsborough County (the "County") a Florida political subdivision of the State, and THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (the "Department").

RECITALS:

- A. The County is the fee simple owner of that certain real property situated in Hillsborough County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Entire Property"), within which lies the "Restricted Property," more particularly described in Exhibit "B" attached hereto and made a part hereof.
- B. The facility name at the time of this Declaration is Hillsborough County Southeast Landfill (the "Facility"). The Department's WACS Facility Identification Number is 41193. The Facility is a Class I Landfill disposal facility.
- C. Rule 62-701.630 Florida Administrative code (F.A.C.) permits the use of on-site soils rather than offsite soils as part of the Facility's final cover, as fill, or for other construction purposes when calculating the Facility's closure costs under certain circumstances including, but not limited to, entering into a legal agreement with the Department to ensure that the designated on-site soils will be available and accessible for the benefit of the Department and the County, for the proposed closure-related uses.
- D. The Department may need access to and use of the property for the purpose of closure of the Facility pursuant to Rule 62-701 and the County desires to grant the Department an easement for that purpose.
- E. The County deems it desirable that this Declaration of Restrictive Covenant be entered into and that the Restricted Property be held subject to the restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to meet the requirements of Rule 62-701.630 F.A.C., and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, the County agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The County hereby imposes on the Restricted Property the following use restrictions:
 - a. Subject to the authorization through the issuance of the proper permits by the local regulatory agencies, including Hillsborough County, Florida, the on-site soils delineated in the Restricted Property shall be available and accessible for the benefit of the Department and the County for closure-related uses.
 - b. The County shall not, without the written prior consent of the Department, utilize on-site soils in the Restricted Property except for closure-related uses.
 - c. To ensure the designated on-site soils will be available and accessible for the benefit of the Department and the County for closure related uses, the County shall submit a report by July 1st of each year following the execution of this Declaration of Restrictive Covenant that is certified by a Florida registered Professional Engineer. This report shall certify that the quantity of suitable soils needed for use as final cover of the facility remain within the Restricted Property.
3. For the purpose of monitoring the restrictions contained herein and for the purpose of closure of the Facility pursuant to 62-701, the Department and its respective successors or assigns, as well as the Department's agents, including but not limited to contractors working on closure of the Facility pursuant to 62-701, shall have site access to the Restricted Property at reasonable times and with reasonable notice to the County, its successors and assigns.
4. It is the intention of the County that the restrictions contained in this Declaration shall touch and concern the Restricted Property, run with the land and title to the Restricted Property, and apply to, be binding upon, and inure to the benefit of the successors and assigns of the County and to the Department, its successors and assigns, and to any and all parties hereafter having any right, title or interest in the Restricted Property or any part thereof. The Department and its successors and assigns may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of the Department or its successors or assigns to exercise its right in the event of the failure of the County, and its successors and assigns, to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of the Department's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by the County and the Department as provided in Paragraph 6 hereof. These restrictions may be enforced in a court of competent jurisdiction by the Department or its successor agency, or by any other person, firm, corporation or governmental agency that may substantially benefit from these restrictions. If the County does not or will not be able to comply with any or all of the provisions of this Declaration, the County shall notify the Department in writing within three (3) calendar days. Additionally, the County shall notify the Department thirty (30) days prior to any conveyance or sale, granting or transferring the Restricted Property or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Restricted Property.

5. To ensure the perpetual nature of these restrictions, the County, its successors and assigns, shall reference these restrictions in any subsequent deed of conveyance, including the Official Records Book and Page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Restricted Property, the County agrees to notify in writing all proposed tenants of the Restricted Property of the existence and contents of this Declaration of Restrictive Covenant.
6. This Declaration is binding until a release of covenant is executed by the Department's Secretary (or its designee) and by the County (or its successors and assigns), and is recorded in the Hillsborough County Public Records. This Declaration may be modified in writing only. Any subsequent amendment must be executed by both the County and the Department or their respective successors or assigns, and thereafter recorded by the County, or its successors and assigns, as an amendment hereto.
7. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof. All such other provisions shall continue unimpaired in full force and effect.
8. The County covenants and represents that, on the date of execution of this Declaration, it is seized of the Entire Property in fee simple, and has good right to create, establish and impose this restrictive covenant on the use of the Restricted Property. The County also covenants and warrants that the Entire Property is free and clear of any and all liens, mortgages or encumbrances that could impair the County's right to impose the restrictive covenant described in this Declaration, or that would be superior to the restrictive covenant described in this Declaration.
9. The parties agree that the Declaration and all documents associated with the transaction contemplated herein may be executed by electronic signature in a manner that complies with Chapter 668, Florida Statutes, and as approved by the Hillsborough County Board of County Commissioners in Resolution R15-025 on February 4, 2015.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the County has executed this Declaration of Restrictive
Covenant this ____ day of _____, 20__.

Hillsborough County

By: _____
Print Name: _____
Chairman, Board of County Commissioners

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

ATTEST: Pat Frank, Clerk of Circuit Clerk

Assistant County Attorney

By: Deputy Clerk

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION,
OFFICE OF GENERAL COUNSEL.

By: _____

Print Name: _____

Title: _____

Date: _____

WITNESSES:

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

Division of: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

I hereby certify that on this day, before me, an officer duly authorized in the aforesaid State and County to take acknowledgements, personally appeared _____, in his/her capacity as _____ of the Florida Department of Environmental Protection, who acknowledged that s/he freely and voluntarily executed the same under authority vested in him/her by said agency. S/he is personally known to me, or produced _____ as identification.

Witness my hand and official seal in _____ County, State of Florida, this _____ day of _____, 20__.

Notary Public, State of Florida

My Commission Expires: _____

EXHIBIT "A"
Legal Description

PARCEL I:

North side of State Road S-672: South 1/2 of Section 21; South 1/2 of Section 22; South 1/2 of Section 23, LESS that portion of the North 200 feet of the South 1/2 of said Section 23, lying Easterly of the centerline of a 200 foot Tampa Electric Company Easement dated November 13, 1962, recorded in Official Record Book 1058, page 441, conveyed to Hillsborough County, Florida, by Deed dated October 11, 1983 and recorded October 28, 1983 in Official Record Book 4209, page 375, Public Records of Hillsborough County, Florida.

All lying and being in Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL II:

South side of State Road S-672: West 1/2 of Northwest 1/4, Section 28; Northwest 1/4 of the Southwest 1/4, Section 28; Northeast 1/4, Section 29; East 1/2 of Northwest 1/4, Section 29; Northeast 1/4 of Southwest 1/4, Section 29; North 1/2 of Southeast 1/4, Section 29; LESS the West 15 feet of the East 1/2 of the Northwest 1/4 of Section 29.

All lying and being in Township 31 South, Range 21 East, Hillsborough County, Florida.

PARCEL III:

That part of the Southeast 1/4 of Southwest 1/4 of Section 29, lying North of the center line of the existing county drainage canal, which center line is located approximately as follows: Commencing 33 feet, more or less, South of the Northwest corner of said Southeast 1/4 of Southwest 1/4 on the West boundary of said Southeast 1/4 of Southwest 1/4, thence proceed in a northeasterly direction to the Northeast corner of said Southeast 1/4 of Southwest 1/4.

All lying and being in Township 31 South, Range 21 East, Hillsborough County, Florida.

SECTION 13, TOWNSHIP 31 SOUTH, RANGE 21 EAST
 HILLSBOROUGH COUNTY, FLORIDA
 MAP OF SURVEY

PROJECT NUMBER: 16-148-001
 DRAWING NUMBER: 16-148-001

EXHIBIT "B"



Point #	Description	Latitude	Longitude
1	Intersection of Section 13 and Range 21 East	30.769117	-82.338117
2	Southern end of Section 13	30.769117	-82.338117
3	Intersection of Section 13 and Range 21 East	30.769117	-82.338117
4	Southern end of Section 13	30.769117	-82.338117
5	Intersection of Section 13 and Range 21 East	30.769117	-82.338117
6	Southern end of Section 13	30.769117	-82.338117
7	Intersection of Section 13 and Range 21 East	30.769117	-82.338117
8	Southern end of Section 13	30.769117	-82.338117

SGR = SET OFFSET 5/8" IRON ROD "HILLS CO"
 CM = CONCRETE MONUMENT

THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

NO.	DATE	DESCRIPTION	BY
1	12/20/16	HILLSBOROUGH COUNTY BOARD OF PUBLIC WORKS DEPT. 2210 N. Palmview Road, Tampa, FL 33618 Phone: (813) 307-4781 Fax: (813) 272-6488	DAVID C. ALBERTSON
2		SOUTHEAST COUNTY LANDFILL FUTURE BORROW AREA	DAVID C. ALBERTSON

SCALE 1" = 200'



Description: (See 1128 Engineering, Inc. 03/03/15)
 From the southeast corner of the northeast 1/4 of Section 13, Township 31 South, Range 21 East, a distance of 792.13 to a point of beginning, thence bearing N 63° 02' 00" E a distance of 601.791 to a point bearing S 00° 00' 00" E a distance of 2,000.00 feet, thence bearing N 00° 00' 00" E a distance of 1,000.00 feet back to the point of beginning.

Surveyor Notes:

- Type of Survey: Boundary Survey
- Kind of Measure: Chained Station Survey
- Reference and conditions as shown herein are referred to the Florida State Plane Coordinate System, North American Datum 1983 Adjustment 1995 (NAD 83/95) and were established by Florida State Plane Survey Station 1658. The survey was conducted using a Trimble R7C GNSS receiver and a Trimble SPP1000 GNSS receiver. The survey was conducted using the Florida State Plane Survey Station 1658. The survey was conducted using the Florida State Plane Survey Station 1658.
- Underground utilities, foundations and/or other improvements have not been located except those indicated on this survey.
- Boundaries based on the monumented north boundary line between points 2 and 6. The direction of said survey being N 00° 00' 00" E.
- Hillsborough County is not named in accordance with Florida Statute 318.01.
- No jurisdictional lines such as wetlands, utilities, or conservation areas were established or mapped as a part of this survey.

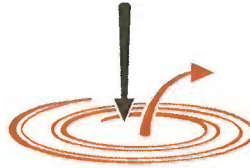
BOUNDARY SURVEY
 DATE: 12/20/16

DAVID C. ALBERTSON
 PROFESSIONAL SURVEYOR AND MAPPING ENGINEER
 SURVEY MAP OR CERTIFICATE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RUBBER SEAL OF A LICENSED SURVEYOR AND MAPPING ENGINEER

DATE	BY	DESCRIPTION
12/20/16	DAVID C. ALBERTSON	BOUNDARY SURVEY

ATTACHMENT A-2

Biosolids Composting Pilot Study - Final Report



kessler consulting inc.
innovative waste solutions

TECHNICAL MEMORANDUM

DATE: October 8, 2015

TO: Beth Schinella, Division Director, Operations & Maintenance, Public Utilities
Kim Byer, Division Director, Solid Waste Management, Public Works

FROM: Peter Engel, Darren Midlane & Ryan Graunke

SUBJ: Biosolids Composting Pilot: Phase 1 Summary

PROJ #: 175-00

Pilot Project Overview

In Fiscal Year 2015 Hillsborough County (County) Public Utilities and Public Works Departments implemented a pilot biosolids composting project combining two County waste streams (biosolids and yard waste). Kessler Consulting, Inc. (KCI) has worked closely with County staff during the pilot providing conceptual design, technical assistance, operational supervision, regulatory communications, and financial analysis. Phase 1 of the pilot involved composting two batches of biosolids. Based on results to date, the pilot is demonstrating four important benefits:

- Reduced biosolids management cost
- Increased landfill diversion
- Biosolids composting with very low odor
- Production of Class AA compost for which strong market demand exists.

The purpose of this technical memorandum is to provide a brief summary of Phase 1 activities and results and an assessment of operational and financial impacts.

Description of Activities

Compost Site: The pilot facility was established on an inactive section of the County's Southeast County Landfill. The County installed a working surface of recycled asphalt for the main composting activity. An adjacent area was used for subsequent compost curing and storage. Figure 1 shows the conceptual site plan. Figure 2 shows a photo of windrows in active composting on the site.

Figure 1: Pilot Project Conceptual Site Plan

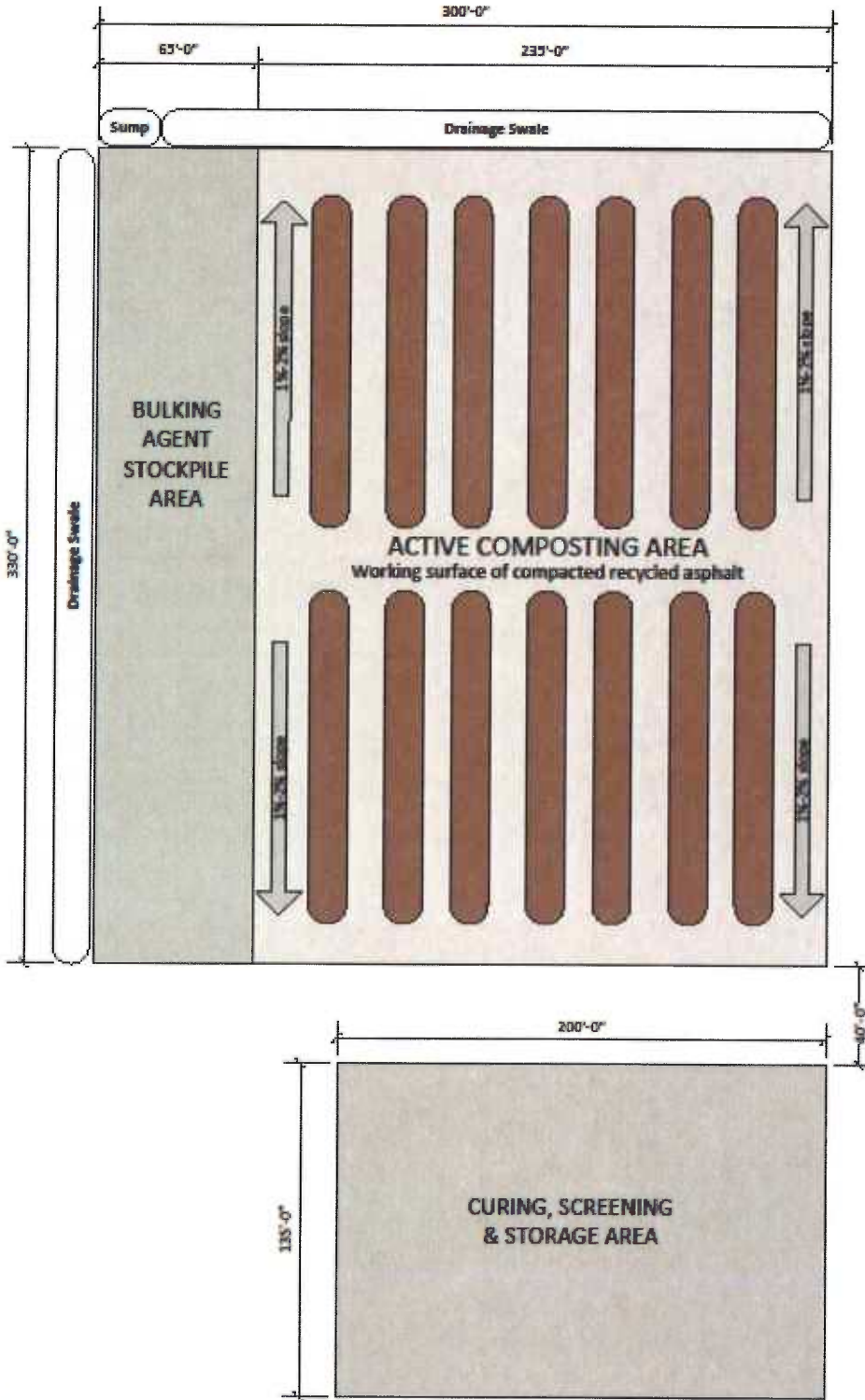


Figure 2: Compost Windrows



Source of Material: The pilot handled biosolids from the County's Falkenburg Rd. Advanced Wastewater Treatment Facility (AWTF). The pilot utilized ground yard waste from the County's Falkenburg and South County processing sites. The facility was sized to handle approximately 20 days of biosolids production. Figure 3 shows the delivery of the biosolids.

Figure 3: Biosolids Delivery

