

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: **City of Clearwater**
 Clearwater Gas System - Former Manufactured Gas Plant
 400 North Myrtle Avenue
 Clearwater, Pinellas County, Florida 33755
 Clearwater Brownfield Area
 Brownfield Area Identification Number: BF529701000
 Brownfield Site Identification Number: BF529701006
 FDEP Facility Identification Number: COM_65207
 OGC Tracking Number – 17-1018

BROWNFIELD SITE REHABILITATION AGREEMENT PURSUANT TO §376.80(5),
Florida Statutes (F.S.)

WHEREAS, the Brownfields Redevelopment Act was enacted to reduce public health and environmental hazards on existing commercial and industrial sites by offering incentives to encourage responsible persons to voluntarily develop and implement cleanup plans; and

WHEREAS, the Department of Environmental Protection (“Department”) is the administrative agency of the State of Florida having the power and duty to protect Florida’s environment and to administer and enforce the provisions of Chapters 403 and 376, F.S., and the rules promulgated thereunder, Chapters 62-777 and 62-780, Florida Administrative Code (F.A.C.), as amended; and

WHEREAS, the Department has jurisdiction over the matters addressed in this Brownfield Site Rehabilitation Agreement (“BSRA”); and

WHEREAS, the Department has the authority, pursuant to §376.81, F.S., to establish by rule, criteria for determining the rehabilitation program tasks that comprise a site rehabilitation program and the level at which a rehabilitation program task and a site rehabilitation program may be deemed complete;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

This BSRA is entered into between the Department and The City of Clearwater doing business as Clearwater Gas System hereinafter the Person Responsible For Brownfield Site Rehabilitation (“PRFBSR”) (collectively referred to as the “parties”), for the rehabilitation of a brownfield site within a designated brownfield area pursuant to §376.80(5), F.S. The Department and the PRFBSR agree to the following:

1. DEPARTMENT OF ENVIRONMENTAL PROTECTION

The Department is the agency of the State of Florida with authority and power to enforce the provisions of Chapters 376 and 403, F.S.

2. PERSON RESPONSIBLE FOR BROWNFIELD SITE REHABILITATION

The City of Clearwater is the PRFBSR as defined in §376.79(15), F.S., for the real property described in the map and legal description in **Attachment A** (the "Brownfield Site"), incorporated herein, that has been designated by the City of Clearwater in Resolution Number 97-57 approved October 16, 1997, and modified in Resolution Number 02-15 approved on March 7, 2002, as a brownfield area as defined in §376.79(5), F.S. **Attachment A** is a composite exhibit that includes: (a) the legal description and map of the Brownfield Site; and (b) the City of Clearwater Resolution Numbers 02-15 and 97-57 and with the map of the designated brownfield area and its legal description. The Brownfield Site consists of 7.46 acres.

3. PRFBSR'S DUTIES

The PRFBSR agrees:

- (a) to conduct "site rehabilitation" of any "contaminated site(s)" as defined in §376.79, F.S., whose source originates on the real property described in **Attachment A** as the Brownfield Site. If such contaminated site(s) extend(s) beyond the boundary of the Brownfield Site, then PRFBSR agrees to conduct site rehabilitation to address the entire contaminated site;
- (b) to conduct site rehabilitation and submit technical reports and rehabilitation plans in a timely manner according to the attached brownfield site rehabilitation schedule agreed upon by the parties (see **Attachment B**), and incorporated herein;
- (c) to conduct site rehabilitation activities under the observation of professional engineers or professional geologists, as applicable, who are registered in accordance with the requirements of Chapters 471 or 492, F.S., respectively. Submittals provided by the PRFBSR must be signed and sealed by a professional engineer registered under Chapter 471, F.S., or by a professional geologist registered under Chapter 492, F.S., as applicable, certifying that the submittal and associated work comply with the laws and rules of the Department and those governing the profession. Upon completion of the approved remedial action, a professional engineer registered under Chapter 471, F.S., or a professional geologist registered under Chapter 492, F.S., as applicable, must certify that the corrective action was, to the best of his or her knowledge, completed in substantial conformance with the plans and specifications approved by the Department;

- (d) to conduct site rehabilitation in accordance with Chapter 62-160, F.A.C., as the same may be amended from time to time;
- (e) to obtain any local, state or federal approvals or permits required for the site rehabilitation work and to conduct the necessary site rehabilitation consistent with local, state, and federal laws, rules and ordinances. All site rehabilitation shall be consistent with the cleanup criteria in §376.81, F.S., the requirements of Chapters 62-780, F.A.C., Contaminated Site Cleanup Criteria, and 62-777, F.A.C., Contaminant Cleanup Target Levels;
- (f) to allow access by the Department during the entire site rehabilitation process, as evidenced by the attached documentation (see **Attachment C**) incorporated herein, establishing that such site access has been secured by agreement with the real property owner. Upon the transfer of any real property interest in any portion of the Brownfield Site before site rehabilitation is complete, the PRFBSR shall notify the Department within 15 days from the date that such an interest is effective. With notice the PRFBSR shall provide a copy of an access agreement in substantially the same form as that in **Attachment C** with any successor in interest to the real property owner of the Brownfield Site or with any party with a real property interest in the Brownfield Site after the effective date of this agreement, granting such access to the Department; and
- (g) to consider appropriate pollution prevention measures and to implement those that the PRFBSR determines are reasonable and cost-effective, taking into account the ultimate use or uses of the real property described in **Attachment A**. Local pollution prevention programs as well as state pollution prevention programs are available to assist in determining pollution reduction measures. The Department recommends that the PRFBSR contact the Department's Pollution Prevention (P2)/Waste Reduction Program at (850) 245-8707 or visit the P2 web site at <http://www.dep.state.fl.us/pollutionprevention/aboutus.htm> for recommendations on waste minimization and waste management and for assistance with pollution prevention measures. Such measures may include improved inventory or production controls and procedures for preventing loss, spills, and leaks of hazardous waste and materials, and include the goals for the reduction of releases of toxic materials.
- (h) that upon the execution of this BSRA the terms and conditions of Intergovernmental Agreement DEP OGC File No. 93-0230 (executed April 19, 1996), only as it pertains to corrective actions on the contaminated site(s) originating on the real property as described in **Attachment A**, will be held in abeyance and shall remain in abeyance, provided the PRFBSR is in compliance with the terms of the BSRA. In the event the Department determines that the PRFBSR is not in compliance with the terms and

conditions of this BSRA, subject to the provisions of Paragraphs **11** and **19** hereof, the PRFBSR agrees that the terms and conditions of the Intergovernmental Agreement shall return in full force and effect.

4. CERTIFICATION

The PRFBSR is the local government with jurisdiction over the real property described in **Attachment A**. Therefore, the PRFBSR certifies that the proposed redevelopment complies with applicable laws and requirements for such redevelopment. Documentation provided that describes the proposed redevelopment is provided as **Attachment D**.

5. SITE CONTRACTOR

The PRFBSR must ensure that the contractor who is performing the majority of the site rehabilitation program tasks pursuant to this BSRA or supervising the performance of such tasks by licensed subcontractors in accordance with the provisions of § 489.113(9), F.S., has provided certification to the Department that the contractor meets the requirements listed below. If the identity of the contractor is known at the time of the execution of this BSRA, a Brownfields Redevelopment Program Contractor Certification Form (CCF) shall be submitted as **Attachment E** to this BSRA. If the contractor has not yet been determined, the PRFBSR shall ensure that the CCF is submitted to the District Brownfield Coordinator and approved by the Department before the contractor begins performing any site rehabilitation tasks at the site.

The PRFBSR must submit to the Department documentation as **Attachment F**, which shows a National Environmental Laboratory Accreditation Program ("NELAP")-recognized authority has accredited the laboratory(s) that will perform the analyses required by this agreement.

Any contractor that performs site rehabilitation tasks at a contaminated site originating on the real property as described in **Attachment A** shall provide documentation in accordance with the provisions of the paragraph above and with **Attachments E and F**, if applicable, showing that any contractor that performs site rehabilitation tasks:

- (a) meets all certification and license requirements imposed by law; and
- (b) performs, or has laboratory analyses performed, pursuant to NELAP certification requirements and performs, or has field sampling work performed, in accordance with the Standard Operating Procedures provided in Chapter 62-160, F.A.C., as amended, if applicable to performance of site rehabilitation tasks.

6. CONTINUOUS COMPLIANCE

During the entire site rehabilitation process, the PRFBSR agrees to ensure that the contractor continues to comply with the requirements of **Paragraph 5** of this BSRA pursuant to the requirements of §376.80(6), F.S.

7. VOLUNTARY CLEANUP TAX CREDIT PROGRAM

Not all activities that are approved or performed in association with a BSRA are eligible for the state's Voluntary Cleanup Tax Credit (VCTC). In accordance with Section 376.30781, F.S., only costs incurred and paid by the applicant that are either integral, necessary and required for site rehabilitation or for solid waste removal, are eligible for the VCTC. Contamination assessment or remediation paid for by the State of Florida for a discharge that is eligible for a state-funded cleanup under the Dry-cleaning Solvent Cleanup Program (DSCP) or one of the Petroleum Restoration Program's (PRP) eligibility programs, may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily-required to participate in the DSCP (i.e. deductibles) or one of the PRP eligibility programs (i.e. deductibles, review fees, limited contamination assessment reports, and co-payments), are not eligible for the state's VCTC. "Site rehabilitation" means the assessment of site contamination and the remediation activities that reduce the levels of contaminants at a site through accepted treatment methods to meet the cleanup target levels established for that site. For sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. "Solid waste removal" means removal of solid waste from the land surface or excavation of solid waste from below the land surface and removal of the solid waste from the brownfield site. Nothing contained herein is intended to limit the VCTC otherwise available to the PRFBSR under applicable law. General information about the VCTC Program is available at <http://www.dep.state.fl.us/waste/categories/vctc/default.htm>. For specific questions regarding the VCTC Program, please contact the Department's Waste Cleanup Program at (850) 245-8927.

8. ADVISORY COMMITTEE

The PRFBSR shall establish an advisory committee pursuant to the requirements of §376.80(4), F.S., for the purpose of improving public participation and receiving public comments on rehabilitation and redevelopment of the brownfield area, future land use, local employment opportunities, community safety, and environmental justice. The advisory committee should include residents within or adjacent to the brownfield area, businesses operating within the brownfield area, and others deemed appropriate. However, if an appropriate local advisory committee already exists, this committee may be used for requesting public participation and for the purposes of complying with this paragraph.

The PRFBSR shall provide the advisory committee a copy of the final proposed draft BSRA and a copy of the executed BSRA. When the PRFBSR submits a site assessment report or the technical document containing the proposed course of action following site assessment to the Department or the local pollution control program for review, the PRFBSR shall hold a meeting or attend a regularly scheduled meeting to inform the advisory committee of the findings and recommendations in the site assessment report or the technical document containing the proposed course of action following site assessment.

The names, addresses, contact numbers, and applicable affiliation for each advisory committee member is included as **Attachment G**.

9. INDEMNIFICATION

The PRFBSR shall save and hold harmless and indemnify the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this BSRA and from the negligent acts or omissions of the PRFBSR or its employees, agents, contractors, subcontractors, or other representatives, to the extent allowed by law.

10. LIABILITY PROTECTION

The liability protection provided under §376.82, F.S., shall become effective upon execution of this BSRA and shall remain effective, provided the PRFBSR complies with the terms of this BSRA.

11. TERMINATION

If the PRFBSR fails to comply with this BSRA, the Department shall notify the PRFBSR and allow 90 days for the PRFBSR to return to compliance with the provision at issue or to negotiate a modification to the BSRA with the Department for good cause shown. If an imminent hazard exists the 90-day grace period shall not apply. If the project is not returned to compliance with this BSRA and a modification cannot be negotiated, the Department shall terminate this BSRA.

The PRFBSR may terminate this BSRA at any time upon written notice to the Department.

Termination of this BSRA by either party will revoke the immunity provision of §376.82, F.S. Upon termination of this BSRA, Intergovernmental Agreement DEP OGC File No. 93-0230 (executed April 19, 1996) will return immediately to full force and effect.

12. IMMINENT HAZARD

Nothing herein shall be construed to limit the authority of the Department to undertake any action in response to, or to recover the costs of responding to, conditions at or from the real property described in **Attachment A** that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

13. RELEASE OF LIABILITY

Upon successful completion of this BSRA, as evidenced by the issuance of a Site Rehabilitation Completion Order (SRCO) for each contaminated site originating from the real property described in **Attachment A**, the PRFBSR and his or her successors and assigns, shall be relieved from further liability for site rehabilitation as described in paragraph 3.a. of this BSRA to the Department and third parties and of liability in contribution to any other party who has or may incur cleanup liability for the contaminated site(s).

The Department will release the Respondent to Intergovernmental Agreement DEP OGC File No. 93-0230, and its successors and assigns, from its corrective action obligations pursuant to the Intergovernmental Agreement for the real property covered by this BSRA upon issuance of the Brownfields Site Rehabilitation Completion Order issued pursuant to this BSRA.

This release of liability is subject to the reopener provisions of §376.82(3), F.S.

14. GOVERNING LAW

This BSRA has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida and any applicable local regulations. Wherever possible, each provision of this BSRA shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this BSRA shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this BSRA. Any action hereon or in connection herewith shall be brought in Pinellas County, Florida.

15. SUBMITTALS

The PRFBSR shall submit one hard (paper) copy or one electronic (digital) copy of any certifications or documentation required in Paragraph 5 ("Site Contractor") above, and all data, reports, responses, addenda, or modifications to reports and plans required by this BSRA to:

Yanisa Angulo, P.E.
Brownfields Coordinator
Florida Department of Environmental Protection, Southwest District

13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926
813-470-5757

The Department encourages the submittal of documents for review in an electronic format rather than the submittal of paper copies. All electronic copies of documents shall be in the format listed in Section 5 of the Instructions and attached as **Attachment H**. Time frames for the Department's review of technical reports and plans and submittal of documents by the PRFBSR shall be governed by the attached schedule (see **Attachment B**), incorporated herein. After final Department approval of each report or plan, an electronic copy shall be submitted to the Department within 30 days. The electronic copy of the report shall be submitted in the format listed in **Attachment H**.

16. DOCUMENT REVIEW

During the site rehabilitation process, if the Department fails to complete the review of a technical document within the time frame specified in this BSRA, with the exceptions of "no further action proposals," "monitoring only proposals," and feasibility studies, which must be approved prior to implementation, the PRFBSR may proceed to the next site rehabilitation task. However, the PRFBSR does so at its own risk and may be required by the Department to complete additional work on a previous task.

17. ASSIGNMENT

The PRFBSR shall not assign any rights or responsibilities under this BSRA to any other party without the written consent of the Department and the local government with jurisdiction over the real property described in **Attachment A**. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under §376.82, F.S.; (b) the proposed assignee has agreed, in writing, to assume all obligations of the PRFBSR under the terms of this Agreement; and (c) the assignment of PRFBSR obligations under any agreement with the local government with jurisdiction over the real property has been approved, in writing, by the local government.

18. WAIVER

By entering into this BSRA, the PRFBSR waives its right to challenge the contents of this BSRA in an administrative hearing afforded by §120.569 and §120.57, F.S., or an appeal afforded by the terms of §120.68, F.S. This BSRA does not deny the PRFBSR a right to challenge the Department's actions taken pursuant to this BSRA. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this BSRA, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed

as a waiver of any such breach or default, or any similar breach or default thereafter.

19. EFFECTIVE DATE AND ADMINISTRATIVE HEARING

This BSRA (Order) is final and effective on the date of execution unless a timely petition for an administrative hearing is filed under §§120.569 and 120.57, F.S., within 21 days after the date of receipt of notice of agency action. Upon the timely filing of such petition, this BSRA will not be effective until further order of the Department. The liability protection for the PRFBSR pursuant to §376.82(2), F.S., becomes effective upon execution of the brownfield site rehabilitation agreement. The procedures for petitioning a hearing are set forth below.

Persons other than the PRFBSR who are affected by this BSRA have the following options:

- (a) If you choose to accept the Department's decision regarding this BSRA, you do not have to do anything. This BSRA is final and effective 21 days after the date of execution.
- (b) If you choose to challenge the Department's decision, you may do the following:
 - (i) File a request for an extension of time to file a petition for hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within **21** days of receipt of this BSRA; such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing.

Or

- (ii) File a petition for administrative hearing with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 within **21** days of receipt of this BSRA.

Please be advised that mediation of this decision pursuant to §120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing:

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for

hearing. Such a request shall be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the request to the PRFBSR at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing:

A person whose substantial interests are affected by this BSRA may petition for an administrative proceeding (hearing) under §§120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed with (received by) the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, within **21** days of receipt of this BSRA. Petitioner shall mail a copy of the petition to the PRFBSR at the time of filing. Failure to file a petition within this time period shall constitute a waiver of any right to request an administrative proceeding under Chapter 120, F.S.

Pursuant to §120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

1. The name, address, any e-mail address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the PRFBSR's name and address; the Department's Brownfield Area and Brownfield Site Identification Numbers; and the name and address of the Brownfield Site; the name and address of each agency affected;
2. A statement of when and how each petitioner received notice of the Department's action or proposed action;
3. An explanation of how each petitioner's substantial interests will be affected by the Department's action or proposed action;
4. A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
5. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
6. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed

action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

7. A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this BSRA. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

20. JUDICIAL REVIEW

Except for the PRFBSR, any party has the right to seek judicial review of this BSRA under §120.68, F.S., by filing a notice of appeal under Rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of the General Counsel at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The notice of appeal must be filed within **30** days after this BSRA is filed with the clerk of the Department (see below).

21. CONTACTS FOR GENERAL AND LEGAL QUESTIONS

Any questions about the content of this BSRA, the Department's review of the BSRA, or technical questions should be directed to the Department's District Brownfields Coordinator at:

**Yanisa Angulo, P.E.
Brownfields Coordinator
Florida Department of Environmental Protection, Southwest District
13051 North Telecom Parkway
Temple Terrace, Florida 33637-0926
813-470-5757**

or to the PRFBSR's representative at:

**Brian Langille, PE, CEM
Assistant Director
Clearwater Gas System
400 North Myrtle Avenue
Clearwater, Florida 33755**

727-562-4911

Questions regarding legal issues should be referred to the Department's Brownfields Program Attorney in the Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

22. ENTIRETY OF AGREEMENT

This BSRA represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this BSRA shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this BSRA, unless otherwise provided herein.

IN WITNESS WHEREOF, each of the parties has made and executed this Brownfield Site Rehabilitation Agreement on the date set forth for each signature of each representative below: Mary Yeargan, Director Southwest District, State of Florida Department of Environmental Protection, and William Horne, City Manager, City of Clearwater for the Person Responsible for Brownfield Site Rehabilitation. The persons shown below are duly authorized to execute same.

PERSONS RESPONSIBLE FOR
BROWNFIELD SITE REHABILITATION

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION

CITY OF CLEARWATER

By: _____

William Horne
City Manager
Clearwater City Hall, 3rd Floor
112 S. Osceola Ave.
Clearwater, FL 33756
727-562-4040

By: _____

Mary Yeargan
Florida Department of Environmental
Protection
Director, Southwest District
13051 N. Telecom Parkway
Temple Terrace, FL 33637
813-470-5700

Date: _____

Date: _____

Approved as to form and legality:

_____, OGC, FDEP Attorney

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

Clerk (or Deputy Clerk)

Date: _____

cc: Lisa M. Duchene, FDEP Brownfields Program Attorney
Justin Cross, FDEP Government Analyst
Carrie L. Kruchell, FDEP Brownfields Program Manager
Yanisa Angulo, Brownfields District Coordinator, FDEP Southwest District
William L. Pence/Kristina R. Ramsey, BakerHostetler

List of Attachments

Attachment A	Local Government Resolution for the Brownfield Area and Map and Legal Description of the Brownfield Site
Attachment B	Brownfield Site Rehabilitation Schedule
Attachment C	Site Access Agreement
Attachment D	Documentation Describing Proposed Redevelopment
Attachment E	Contractor Certification Form
Attachment F	Quality Assurance Certificate
Attachment G	Advisory Committee Members
Attachment H	Format for Submittal of Technical Documents

RESOLUTION NO. 02-15

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA, MAKING FINDINGS; AMENDING THE BOUNDARIES OF A BROWNFIELD AREA PREVIOUSLY DESIGNATED BY RESOLUTION NO. 97-57 WITHIN THE CITY OF CLEARWATER FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clearwater previously adopted Resolution No. 97-57 designating a Brownfield Area for the purpose of environmental remediation and economic development for such area; and

WHEREAS, it is advisable to amend the designated Brownfields area to be geographically coincident with the subsequently adopted Enterprise Zone area; and

WHEREAS, the requirements set forth in Florida Statutes Section 376.80 are met, the procedures set forth in Florida Statutes Section 166.041 have been followed, and proper notice has been provided in accordance with Florida Statutes Sections 376.80(1) and 166.041(3)(c)2.; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF CLEARWATER, FLORIDA:

Section 1. The City Commission finds the preamble hereof to be true and correct.

Section 2. The Brownfield Area previously designated by Resolution No. 97-57 is hereby amended to correspond to the area depicted on Exhibit A, attached hereto and incorporated herein by reference, for purposes of rehabilitation pursuant to Florida Statutes Sections 376.77-376.875.

Section 3. This resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED this 7th day of March, 2002.




Brian J. Aungst
Mayor-Commissioner

Approved as to form:

Attest:



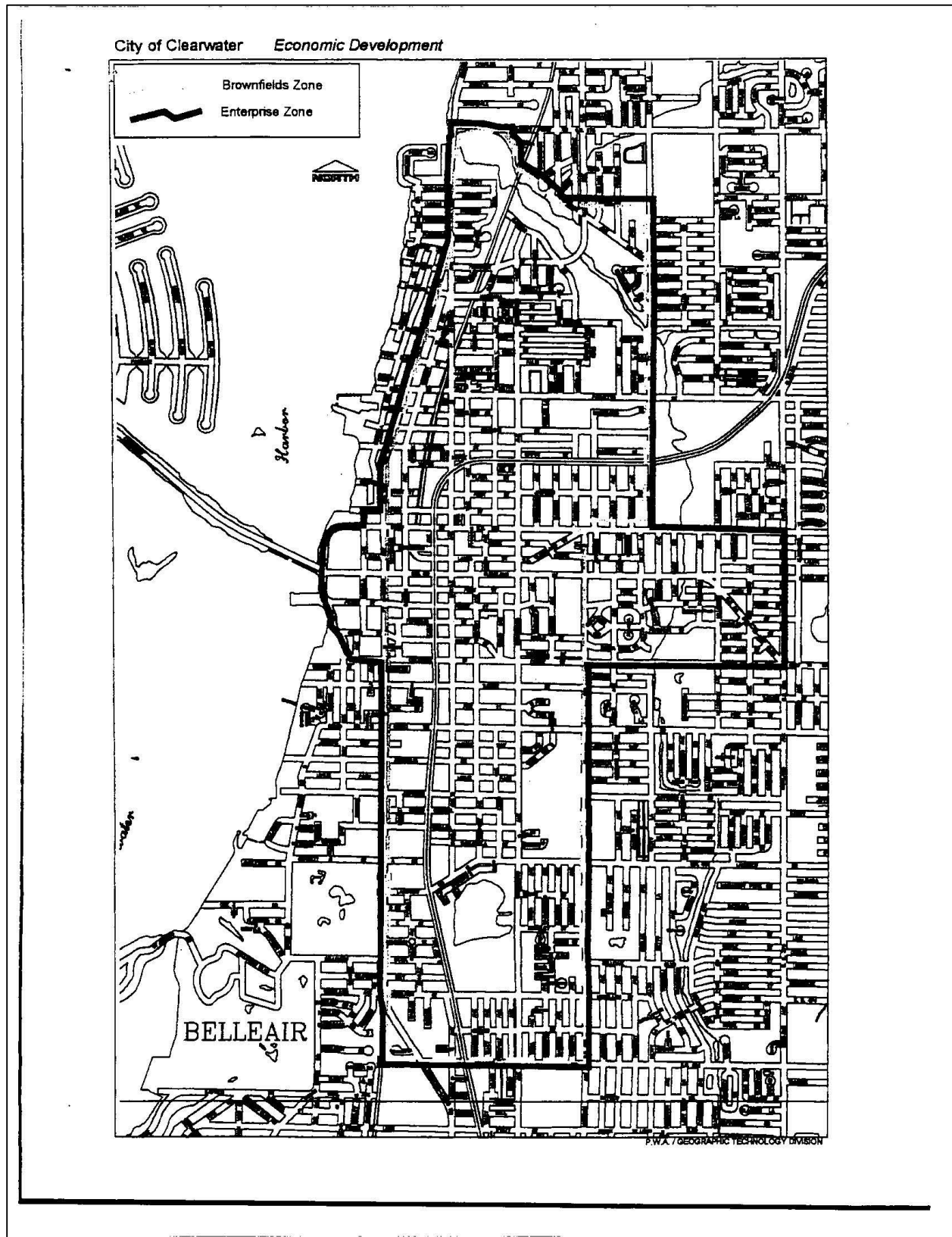
Leslie K. Dougall-Sides
Assistant City Attorney



Cynthia E. Goudeau
City Clerk

Resolution No. 02-15

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



**City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006**



CITY OF CLEARWATER

POST OFFICE BOX 4748, CLEARWATER, FLORIDA 33758-4748
CITY HALL, 112 SOUTH OSCEOLA AVENUE, CLEARWATER, FLORIDA 33756
TELEPHONE (813) 562-4220 FAX (813) 562-4052

ECONOMIC DEVELOPMENT TEAM

Bureau of Waste Cleanup

DEC 16 1997

December 12, 1997

Bureau Chief's Office

Mr. Roger B. Register, Brownfields Liaison
Department of Environmental Protection
Bureau of Waste Cleanup
M.S. 4505 309 M
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Subject: Clearwater Brownfields Area Resolution and State Designation

Dear Mr. Register:

The City of Clearwater, in accordance with Florida Statutes Sections 376.77-376.84, has adopted Resolution No. 97-57 which was approved by the City Commission on October 16, 1997 (see attached signed copy). This resolution creates the State approved City of Clearwater Brownfields Area. The intent of this designation is to offer Brownfields benefits to stimulate redevelopment within this State and Federal designated Brownfields area.

The City of Clearwater shall be the entity responsible for Brownfields site rehabilitation pursuant to Florida Statutes Section 376.80(3). However, such designation shall not render the City of Clearwater liable for costs of site rehabilitation or source removal, as those terms defined in Florida Statutes Section 376.79(14) and (15), or for any other costs, above and beyond those costs attributable to the City's role as administrator of a Brownfields site rehabilitation program or as a property owner within the designated Brownfields Area.

Please confirm the receipt of this notification and let me know if any additional information or clarification is required.

Respectfully,

A handwritten signature in cursive script, reading "Miles G. Ballogg".

Miles G. Ballogg
Clearwater Brownfields Coordinator

cc: Mary Helen Blakeslee, OTTED
Mr. Robert Keller, Asst. City Manager
Ms. Leslie K. Dougall-Sides, Asst. City Attorney

Enclosures



"EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION EMPLOYER"

RESOLUTION NO. 97-57

A RESOLUTION OF THE CITY OF CLEARWATER, FLORIDA, MAKING FINDINGS; DESIGNATING A BROWNFIELD AREA WITHIN THE CITY OF CLEARWATER FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided, in Ch. 97-277, Laws of Florida, codified at Florida Statutes Sections 376.77-376.84, for the designation by resolution of certain contiguous areas consisting of one or more Brownfields sites as "Brownfields Areas", and for the corresponding provision of environmental remediation and economic development for such areas; and

WHEREAS, the City of Clearwater wishes to notify the Florida Department of Environmental Protection of its decision to designate a Brownfield Area for rehabilitation for purposes of Sections 376.77-376.84; and

WHEREAS, the City of Clearwater has previously designated a Brownfield Pilot Project pursuant to the Environmental Protection Agency Brownfields Initiative, the delineation of which is identical to the area proposed for designation under Sections 376.77-376.84; and

WHEREAS, although the designated area is identical to the EPA-designated Brownfield Pilot Project, the City of Clearwater has additionally considered the criteria set forth in Florida Statutes Section 376.80(2)(a)1.-4., namely, whether the proposed Brownfield Area warrants economic development and has a reasonable potential for such activities, whether the Area represents a reasonably focused approach and is not overly large in geographic coverage, whether the Area has potential to interest the private sector in participating in rehabilitation, and whether the Area contains sites or parts of sites suitable for limited recreational open space, cultural, or historical preservation purposes; and

WHEREAS, the procedures set forth in Florida Statutes Section 166.041 have been followed, and proper notice has been provided in accordance with Florida Statutes Sections 376.80(1) and 166.041(3)(c)2.; now, therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF CLEARWATER, FLORIDA:

Section 1. The City Commission finds the preamble hereof to be true and correct.

Section 2. The area depicted on Exhibit A. attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for rehabilitation for the purposes of Florida Statutes Sections 376.77-376.84. The City of Clearwater shall be the entity responsible for Brownfield site rehabilitation pursuant to Florida Statutes Section 376.80(3). However, such designation shall not render the City of Clearwater liable for costs of site rehabilitation or source removal, as those terms are defined in Florida

Resolution No. 97-57

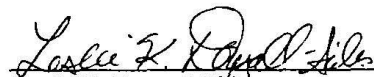
purposes of Florida Statutes Sections 376.77-376.84. The City of Clearwater shall be the entity responsible for Brownfield site rehabilitation pursuant to Florida Statutes Section 376.80(3). However, such designation shall not render the City of Clearwater liable for costs of site rehabilitation or source removal, as those terms are defined in Florida Statutes Section 376.79(14) and (15), or for any other costs, above and beyond those costs attributable to the City's role as administrator of a Brownfields site rehabilitation program and as a property owner within the designated Brownfield Area.

Section 3. This resolution shall take effect immediately upon adoption.

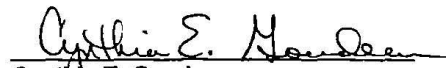
PASSED AND ADOPTED this 16th day of October, 1997.


Rita Garvey
Mayor-Commissioner

Approved as to form:

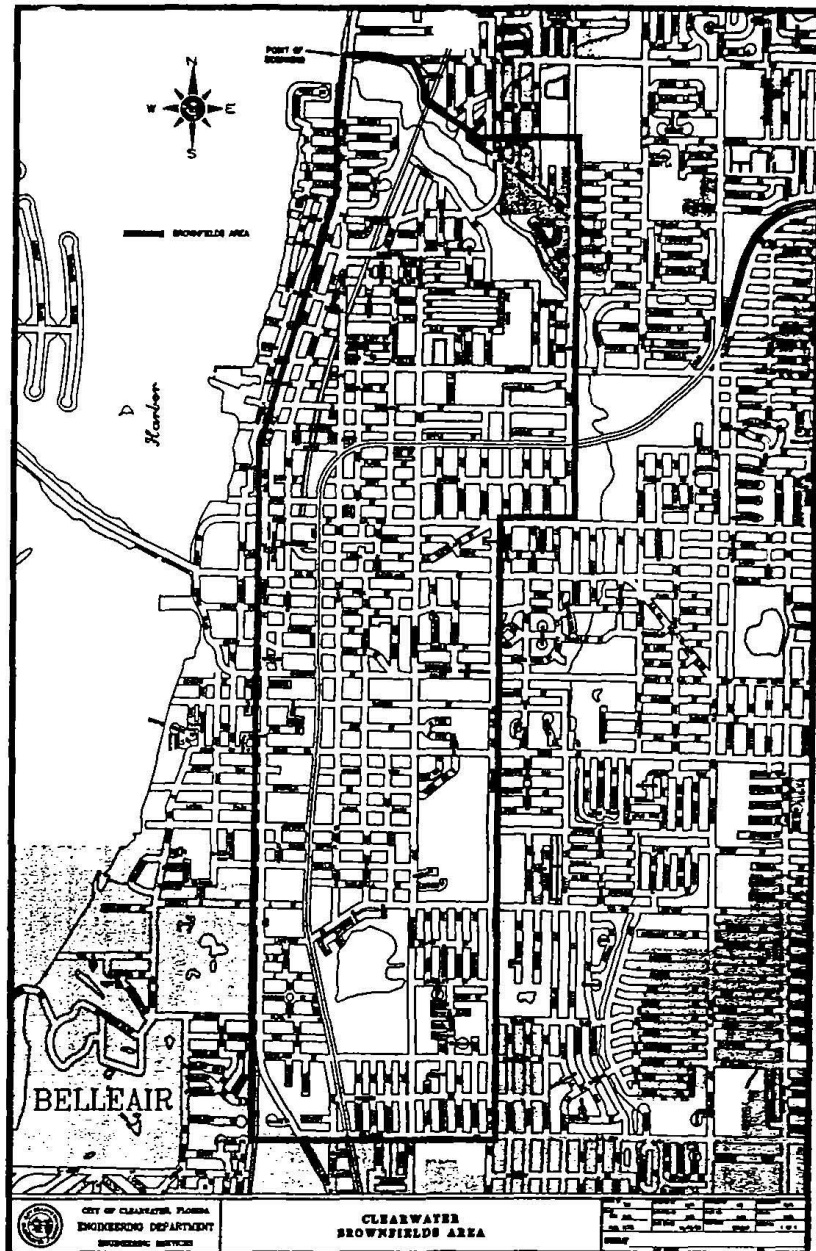

Leslie K. Dougall-Sides
Assistant City Attorney

Attest:


Cynthia E. Goudeau
City Clerk

Resolution No. 97-57

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



LEGAL DESCRIPTION:

Begin at the intersection of the west right-of-way line on N. Fort Harrison Avenue and the easterly extension of the north right-of-way line of Sunset Point Road; thence southerly along said west right-of-way line of Fort Harrison Avenue, to a point of intersection with the easterly line of Pinellas Trail; thence continue southerly along said easterly line of the Pinellas Trail to a point on the westerly extension of the south right-of-way line of Belleair Road; thence easterly along said south right-of-way line of Belleair Road to the east right-of-way line of Missouri Avenue; thence northerly along said east right-of-way line to the north right-of-way line of Drew Street; thence easterly along said north right-of-way line to the east right-of-way line of Betty Lane; thence northerly along said east right-of-way line to the easterly extension of the north right-of-way line of Carolyn Street; thence westerly along said north right-of-way line and its extension to its intersection with the east right-of-way line of Overbrook Avenue; thence northwesterly along said easterly right-of-way line to a point of intersection with the southerly right-of-way line of Brook Road; thence northwesterly to the point of intersection of the west right-of-way line of Washington Avenue and the north right-of-way line of Stevenson Avenue; thence northwesterly along north right-of-way line of Stevenson Avenue to the north right-of-way line of Sunset Point Road; thence westerly along said north right-of-way line of Sunset Point Road to the Point Of Beginning. Together with all properties abutting this line. Less and except those properties not in the city limits of Clearwater

Attachment B

Brownfield Site Rehabilitation Schedule

Type of Report or Activity	PRFBRSR Action or Submittal Time Frames	Department Review or Comment Time frames
Notice of Interim Source Removal Action or Emergency Response Action situations.	Within 24 hours of initiation of the action.	No comment required.
Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (see Rule 62-780.500).	Within 30 days of receipt.
Interim Source Removal Plan	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (62-780.500, F.A.C.)	Within 30 days of receipt.
Interim Source Removal Status Report	Within 60 days of completion of source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first.	No comment required.
Interim Source Removal Report	Within 60 days of completion of interim source removal activities.	Within 60 days of receipt.
Site Rehabilitation Plan (SRP) or Combined Document; (Optional submittal) (See Rule 62-780.450, F.A.C.)	Optional: SRP submitted within 270 days of executing BSRA. May include multiple tasks.	Within 60 days of receipt.
Site Assessment Report (SAR)	SAR submitted within 270 days of executing BSRA.	Within 60 days of receipt.
Risk Assessment Report (RAR)	Optional: (within 60 days of SAR approval.)	Within 90 days of receipt.
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (See Rule 62-780.680, F.A.C.).	Within 60 days of receipt.
Well Survey and Sampling Results pursuant to paragraph 62-780.600(3)(h), F.A.C.	Within 60 days of discovery of contamination beyond the property boundaries	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Plan	When the site meets the criteria for Natural Attenuation with Monitoring (See Rule 62-780.690, F.A.C.).	Within 60 days of receipt.
Natural Attenuation with Monitoring (NAM) Report	Within 60 days of sample collection.	No comment required.
Remedial Action Plan (RAP)	Within 90 days of approval of a SRP, SAR or RAR.	Within 60 days of receipt.
As-Built Drawings	Within 120 days of initiating operation of the active remediation system.	No comment required.
Initiate Operation of Active Remedial Action	Within 120 days of RAP approval.	No comment required.
Proposals submitted pursuant to subsection 62-780.700(15), F.A.C.	Optional during active remediation	Within 60 days of receipt
Remedial Action Status Report (Monthly or quarterly status reports may be required for submittal - depending on site conditions and Advisory Committee.)	Within 60 days of the anniversary date of initiating operation of active remediation system.	No comment required.

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006

Type of Report or Activity	PRFBRSR Action or Submittal Time Frames	Department Review or Comment Time frames
Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (see Rule 62-780.680) or Leveling-Off (see Rule 62-780.700(17))	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection.	No comment required.
Leveling Off Determination	Within 60 days of sample collection.	Within 60 days of receipt.
Post Active Remediation Monitoring (PARM) Plan resampling proposal (Rule 62-780.750(4)(e), F.A.C.	Within 60 days of sample collection.	Within 60 days of receipt.
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR not approved then submit modifications, etc. within 60 days of Department's response.	Within 60 days of receipt. If the brownfield site meets the requirements of Chapter 62-780, F.A.C. for the issuance of a SRCO, a SRCO will be issued.
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to Rule 62-780.700(2), F.A.C.	Within 60 days of receipt.
Notices for Field Activities except for Start of Interim Source Removal or Emergency Response Action situations.	Within seven (7) days but not less than 24 hours prior notice to the Department to perform field activity.	No comment required.
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to Chapter 62-780, F.A.C.	Within 60 days of receipt of the Department's response.	Within the same time frame for review of the original submittal.
Submittal of Form and Actual Notice required in subsection 62-780.220(2), F.A.C.	See text of rule for "Initial Notice of Contamination Beyond Property Boundaries" in subsection 62-780.220(2), F.A.C.	No comment required.
Submittal of Actual and Constructive Notice required in subsection 62-780.220(3), F.A.C.	See text of rule for "Subsequent Notice of Contamination Beyond Source Property Boundaries for Establishment of a Temporary Point of Compliance (TPOC)" in subsection 62-780.220(3), F.A.C.	No comment required.
Submittal of proof of Constructive Notice required in subsection 62-780.680(8), F.A.C.	When seeking an SRCO with conditions, the PRFBRSR must provide constructive notice of the Department's intent to approve a no Further Action Proposal with controls.	No comment required.

Attachment C

Site Access Agreement

Brownfield Site Rehabilitation Agreement
Site Access Agreement
400 North Myrtle Avenue
Clearwater, Pinellas County, Florida
Page 1 of 2

Attachment C

SITE ACCESS AGREEMENT PERMISSION TO ENTER PROPERTY BROWNFIELDS REDEVELOPMENT PROGRAM

1. The City of Clearwater, the real property owner (“undersigned” or “owner”), hereby grants permission to the State of Florida, Department of Environmental Protection (“Department”) and its agents and subcontractors to enter the undersigned’s property (“the property”) located at 400 North Myrtle Avenue, Clearwater, Pinellas County, Florida, as described in **Attachment A** attached to the BSRA for the brownfield site assigned the Brownfield Site Identification Number BF529701006, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.
2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:
 - a. Having access to areas where contamination may exist.
 - b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
 - c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.
3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.
4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned’s successors and assigns for any contamination discovered on the property.
5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.
6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006

Brownfield Site Rehabilitation Agreement
Site Access Agreement
400 North Myrtle Avenue
Clearwater, Pinellas County, Florida
Page 2 of 2

7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

City of Clearwater

Signature of Real Property Owner

Print Name: William Horne

Title, if applicable: City Manager

Date

Signature of Witness

Print Name: _____

Date

Accepted by the Department by the following authorized agent:

Signature of Department representative

Print Name: _____

Title of Department representative

Date

Signature of Witness

Print Name: _____

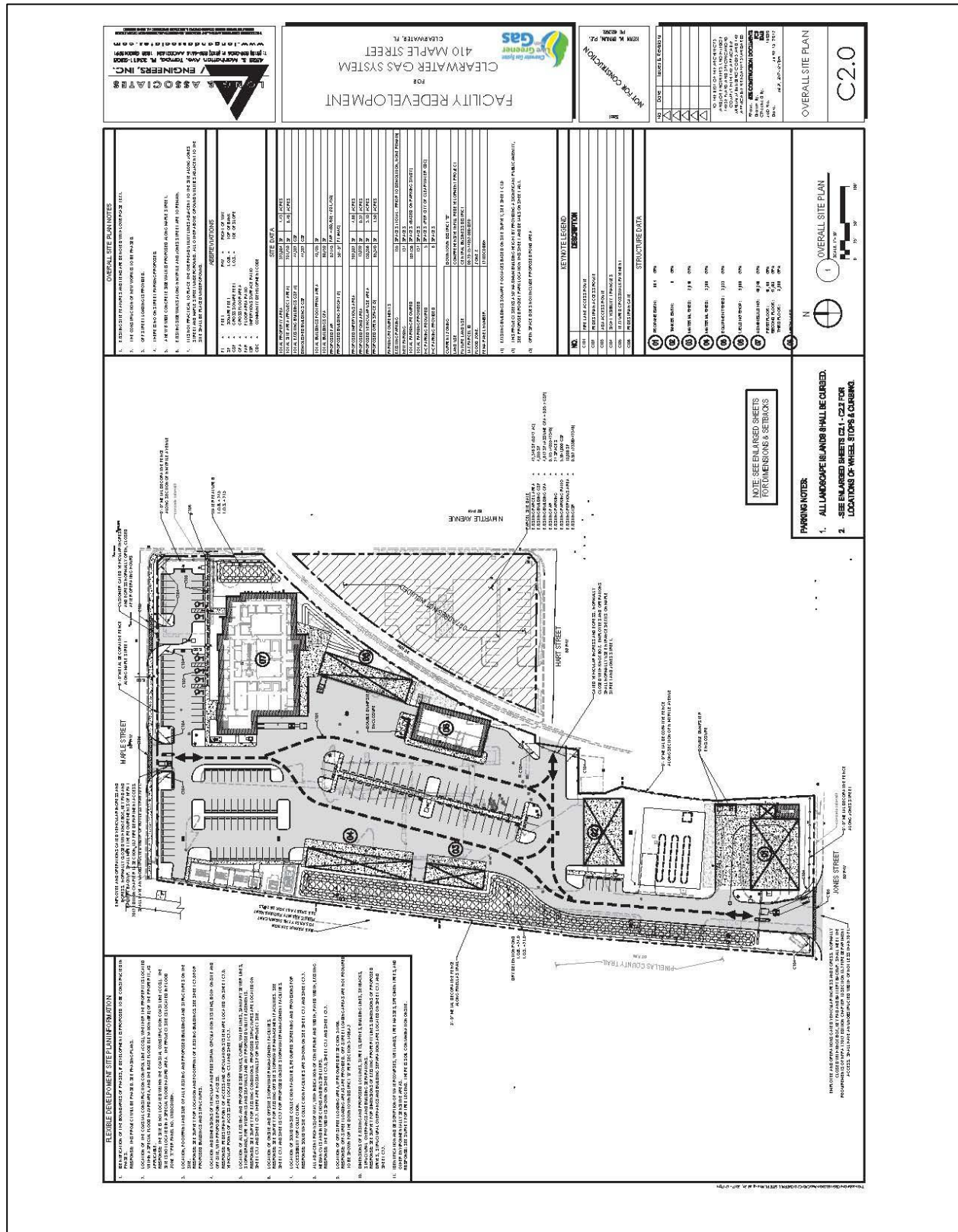
Date

Attachment D

Documentation Describing the Proposed Redevelopment

The proposed redevelopment is for expanded current uses associated with the operations of Clearwater Gas System. A copy of the June 2017 proposed Site Plan is provided below. The Person Responsible For Brownfield Site Rehabilitation and the local government with jurisdiction are the same entity.

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



Attachment E Contractor Certification Form



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

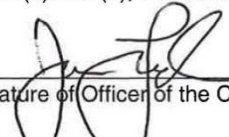
CONTRACTOR CERTIFICATION FORM Brownfields Redevelopment Program

Contractor Name **Geosyntec Consultants, Inc.** Date: **July 31, 2017**
Contractor Address: **13101 Telecom Drive, Temple Terrace, Florida 33637**
Contact Name: **Andrew P. Brey, PG | Jim Langenbach, PE, BCEE**
Phone No.: **813-379-4377** Fax No.: **813-558-9726**
Brownfield Site ID #: **BF529701006** (to be assigned)

Contractor Certifies by Checking All Appropriate Boxes:

	Yes	No
1. It meets all certification and license requirements imposed by law.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. It complies with all applicable OSHA regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S.	<input checked="" type="checkbox"/>	<input type="checkbox"/>


The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

 8/1/17 James Langenbach
Signature of Officer of the Company and Date Signed Print Name of Officer of the Company
Senior Principal / Vice President
Title of Officer of the Company

This form will be kept on file by the FDEP District office. Contractors must immediately notify the FDEP (Brownfields District Coordinator) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification. Please return this form to the appropriate District Brownfields Coordinator.

610721676.1

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006

Client#: 25361		GEOSCONS	
ACORDTM		CERTIFICATE OF LIABILITY INSURANCE	
		DATE (MM/DD/YYYY) 3/16/2017	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>			
PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022		CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 FAX (A/C, No): 866.550.4082 E-MAIL: carly.underwood@greyling.com ADDRESS:	
INSURED Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487		INSURER(S) AFFORDING COVERAGE	
		INSURER A : National Union Fire Ins. Co.	
		INSURER B : Aspen American Insurance Compan	
		INSURER C : New Hampshire Ins. Co.	
		INSURER D : Allianz Underwriters Insurance	
		INSURER E :	
		INSURER F :	
COVERAGES		CERTIFICATE NUMBER: 17-18	
		REVISION NUMBER:	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>			
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY: <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	5268179	04/01/2017
			04/01/2018
			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	4489673 (AOS)	04/01/2017
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED NON-OWNED AUTOS	4489674 (MA)	04/01/2017
			04/01/2018
			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED: <input checked="" type="checkbox"/> RETENTION \$0	CX005GA17	04/01/2017
			04/01/2018
			EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below	15893709 (AOS)	04/01/2017
A		15893710 (CA)	04/01/2018
C		15893711 (ME)	
			PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab /Contractors Pollution Liab	EIL2008657	04/01/2017
			04/01/2018
			Per Claim \$8,000,000 Aggregate \$10,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: BROWNFIELD REDEVELOPMENT PROGRAM; B/FJ0539-01. STATE OF FLORIDA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA COVERAGE.			
CERTIFICATE HOLDER		CANCELLATION	
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION 2600 BLAIR STONE ROAD TALLAHASSEE, FL 32399-0000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	
© 1988-2014 ACORD CORPORATION. All rights reserved.			
ACORD 25 (2014/01) 1 of 1 #S675356/M674575		The ACORD name and logo are registered marks of ACORD CUND1	

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

CONTRACTOR CERTIFICATION FORM
Brownfields Redevelopment Program

Contractor Name Walbridge Date: 8/03/2017
Contractor Address: 9942 Currie Davis Dr., Suite H, Tampa, FL 33619
Contact Name: Tim Sewell
Phone No.: 813-334-2818 Fax No.: 313-234-0838
Brownfield Site ID #: _____

Contractor Certifies by Checking All Appropriate Boxes:

- | | Yes | No |
|---|-------------------------------------|--------------------------|
| 1. It meets all certification and license requirements imposed by law. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. It performs or contracts laboratory analysis pursuant to National Environmental Laboratory Accreditation Program certification requirements and performs or contracts field-sampling work in accordance with the Standard Operating Procedures for Field Activities pursuant to Chapter 62-160, Florida Administrative Code. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. It complies with all applicable OSHA regulations. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the capacity to perform the majority of the site rehabilitation program tasks pursuant to a brownfield site rehabilitation agreement or supervise the performance of such tasks by licensed subcontractors in accordance with Section 489.113(9), F.S. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

The person named below by signing as an "Officer of the Company" hereby certifies to the Florida Department of Environmental Protection (FDEP) that the Contractor named above meets the requirements for contractors participating in the Brownfields Redevelopment Program [Sections 376.80(6) and (7), Florida Statutes (F.S.)]:

Signature of Officer of the Company and Date Signed

Tim Sewell

Print Name of Officer of the Company

Vice President – FL Operations
Title of Officer of the Company

This form will be kept on file by the FDEP District office. Contractors must immediately notify the FDEP (Brownfields District Coordinator) of any change in the above criteria. The FDEP may order a suspension or cessation of work for failure of a contractor to maintain their required certification.

		CERTIFICATE OF LIABILITY INSURANCE		1/1/2018	DATE (MM/DD/YYYY) 8/2/2017		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p>							
<p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000			CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of America INSURER B: The Travelers Indemnity Company INSURER C: Travelers Indemnity Co of CT INSURER D: Westchester Fire Insurance Company INSURER E: INSURER F:				
INSURED 1347929 WALBRIDGE 9942 CURRIE DAVIS DRIVE TAMPA FL 33619			NAIC # 25674 25658 25682 10030				
<p>COVERAGES CERTIFICATE NUMBER: 14879233 REVISION NUMBER: XXXXXXXX</p>							
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	VTC2J-CO-8A097077-TIL-17	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	VTC2K-CAP-8A097053-IND-17	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	VTSMK-CUP-8A097089-IND-17 G24245846006	1/1/2017 1/1/2017	1/1/2018 1/1/2018	EACH OCCURRENCE \$ 35,000,000 AGGREGATE \$ 35,000,000 Prod-Comp Op Ag \$ 35,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2EUB-9A51500-7-17	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	CONTRACTORS EQUIPMENT - ALL RISK	N	N	QT-630-8A097575-TIL-17	1/1/2017	1/1/2018	\$1,200,000 LEASED/RENTED
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
CERTIFICATE HOLDER 14879233 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) 3900 COMMONWEALTH BOULEVARD M.S. 49 TALLAHASSEE FL 32399				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			
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Attachment F

Quality Assurance Certificate

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006

Brownfield Site Rehabilitation Agreement
Quality Assurance Certificates
400 North Myrtle Avenue
Clearwater, Pinellas County, Florida
Page 1 of 1

Attachment F

QUALITY ASSURANCE STATEMENT

Geosyntec Consultants, Inc. recognizes the importance of collecting, dispatching, and analyzing environmental samples by methods that are uncompromised in quality and documentation. No sample will be collected unless it meets methods and standards contained in FDEP's QA-SOP 001/01 demonstrating that the Standard Operating Procedures (SOPs) for field sampling in accordance with Chapter 62-160, F.A.C. are followed.

All laboratory analyses will be conducted by laboratories meeting Florida's environmental laboratory accreditation requirements by a NELAP-recognized authority (in Florida, the Department of Health, Environmental Laboratory Certification Program). Analytical methods, capable of meeting the cleanup target levels specified in Chapter 62-777, F.A.C., will be used for all analyses.

All sampling, field activities (including decontamination preservation, documentation, etc.), sample handling, sample dispatch and all other field tasks Will be performed by an AEI scientist or technician familiar with and trained in the most recent FDEP SOPs.

The Laboratory selected for sample analyses is:

ENCO Laboratories (NELAC Certification No. E83182)
10775 Central Port Drive
Orlando, Florida 32824

One laboratory is chosen in order to provide Quality Control sample analysis for independent analytical confirmation. NELAP QA documentation for the above laboratory is attached.

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E82277

ENVIRONMENTAL CONSERVATION LABORATORIES, INC. (ENCO) -
JACKSONVILLE
4810 EXECUTIVE PARK COURT, SUITE 111
JACKSONVILLE, FL 32216

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - MICROBIOLOGY, DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS, NON-POTABLE WATER - GENERAL CHEMISTRY,
NON-POTABLE WATER - METALS, NON-POTABLE WATER - MICROBIOLOGY, NON-POTABLE WATER - VOLATILE ORGANICS, SOLID AND CHEMICAL
MATERIALS - GENERAL CHEMISTRY, SOLID AND CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - VOLATILE ORGANICS,
AIR AND EMISSIONS - VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAP Standards and FAC Rule 64E-1
regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and
are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are
urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2017 Expiration Date: June 30, 2018



A handwritten signature in black ink.

Susanne Crowe, MHA
Acting Chief, Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E82277-41-07/01/2017
Supersedes all previously issued certificates

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006



State of Florida
Department of Health, Bureau of Public Health Laboratories
This is to certify that

E83182

ENVIRONMENTAL CONSERVATION LABORATORIES, INC. (ENCO) -
ORLANDO
10775 CENTRAL PORT DRIVE
ORLANDO, FL 32824-7009

has complied with Florida Administrative Code 64E-1,
for the examination of environmental samples in the following categories

DRINKING WATER - PRIMARY INORGANIC CONTAMINANTS - DRINKING WATER - SECONDARY INORGANIC
AMINANTS - NON-POTABLE WATER - EXTRACTABLE ORGANICS - NON-POTABLE WATER - GENERAL CHEMISTRY - NON-POTABLE WATER -
S. NON-POTABLE WATER - MICROBIOLOGY - NON-POTABLE WATER - PESTICIDES-HERBICIDES-PCB'S - NON-POTABLE WATER - VOLATILE
INICS, SOLID AND CHEMICAL MATERIALS - EXTRACTABLE ORGANICS, SOLID AND CHEMICAL MATERIALS - GENERAL CHEMISTRY, SOLID
CHEMICAL MATERIALS - METALS, SOLID AND CHEMICAL MATERIALS - PESTICIDES-HERBICIDES-PCB'S, SOLID AND CHEMICAL MATERIALS -
VOLATILE ORGANICS

Continued certification is contingent upon successful on-going compliance with the NELAP Standards and FAC Rule 64E-1
regulations. Specific methods and analytes certified are cited on the Laboratory Scope of Accreditation for this laboratory and
are on file at the Bureau of Public Health Laboratories, P. O. Box 210, Jacksonville, Florida 32231. Clients and customers are
urged to verify with this agency the laboratory's certification status in Florida for particular methods and analytes.

Date Issued: July 01, 2017 Expiration Date: June 30, 2018




Susanne Crowe, MHA
Acting Chief, Bureau of Public Health Laboratories
DH Form 1697, 7/04
NON-TRANSFERABLE E83182-40-07/01/2017
Supersedes all previously issued certificates

Attachment G

Advisory Committee Members

City of Clearwater
Brownfield Site Rehabilitation Agreement
Brownfield Site ID # BF529701006

Attachment G

City of Clearwater
Clearwater Gas System - Former Manufactured Gas Plant
400 North Myrtle Avenue
Clearwater, Pinellas County, Florida
Clearwater Area
Brownfield Area ID BF529701000

Brian Langille, P.E., CEM
Assistant Director
Clearwater Gas System
400 North Myrtle Avenue
Clearwater, FL 33755
727-562-4911

Phyllis Franklin
Sand Key Realty
790 S. Gulfview Blvd.
Clearwater, FL 33767
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727-562-4745

Jamie Blackstone
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Clearwater, FL 33756

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Frank Winston Crum Insurance
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Clearwater, FL 33756
727-799-1243

Mark T. Parry
1655 Linwood Drive
Clearwater, FL 33755
727-562-4741

Thomas Hinson, Jr.
1426 Fairmont Street
Clearwater, FL 33755
727-409-3865

Laura Canary
1985 Hyvue Dr.
Clearwater, FL 33763
727-562-4024

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Attachment H

Format for Submittal of Technical Documents

1. One hard copy or one electronic copy of each report or proposal and final reports shall be submitted to the Department or to the delegated local program.
2. In an effort to increase efficiency, responsiveness, and to enhance environmental protection, electronic records are an acceptable media substitute for hard copy and shall be pursued as the first option of choice to arrive at compliance. Where an electronic format exists of the records it shall be used to transmit the data, file, report, document, map, plans, picture, record, or any other object that may be available in an electronic format. Electronic records shall be kept in industry standard non-proprietary formats: TIFF, GIF, JPEG, PDF, or in Microsoft Word, Microsoft Excel, and Microsoft Access not older than one (1) release behind the current.
3. Data requested shall be transmitted using available media such as E-mail, Compact Disc (CD), or File Transfer via an FTP site. Additional formats may be considered at the time of the request.
4. After final approval of each report, an electronic copy and one hard copy shall be submitted within 30 days.
5. The media shall include a file directory and specify the "naming convention".
 - (a) Final reports (any text files) must be in one of the approved formats.
 - (b) Site maps and surveys shall be in TIFF, JPEG or ".pdf" format.
 - (c) Site-specific GIS data tables shall be in Excel or text (tab delimited) format.
 - (d) The cover of the media shall include the Site Name, Designated Brownfield Area, Date and Type of Report(s).

The left inside cover of the media should list all the files located on the media.