



FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

February 7, 2025

City of Ocala
c/o Ken Whitehead, PE
Assistant City Manager, Public Services
Sent via email: kwhitehead@ocalafl.gov

Subject: **Notice of State Funding for Site Rehabilitation of Petroleum Contamination & Petroleum Cleanup Participation Program (PCPP) Requirements**

Ocala Manufacturing
213 NE 5th St
Ocala, Marion County, FL
FDEP Facility ID# 428630351
Discharge Date: 05/28/1998 (PCPP)
Score: 10

Dear Mr. Whitehead:

This is to notify you that state funding is available for the cleanup of petroleum contamination at the above listed location from the Petroleum Cleanup Participation Program (PCPP) pursuant to Section 376.3071, Florida Statutes (F.S.). These discharges are eligible for funding for up to \$400,000 in state funding (with an additional \$100,000 auxiliary funding for remediation and monitoring if needed) per eligible PCPP discharge, less any funds spent to date. Because site rehabilitation funding assistance is now available for the eligible discharge, the property owner, operator, or person otherwise responsible for site rehabilitation must enter into a PCPP Agreement providing the Department with either a 25% cost savings, 25% copayment, or combination of both copayments and cost savings equal to 25% of the site rehabilitation costs.

The Department has limited contamination assessment information already on file indicating remediation is necessary. Timely submittal of a fully executed PCPP Agreement and backup documents with the Department is a statutory requirement for maintaining PCPP eligibility. **Please submit the required PCPP Agreement and backup documents within 60 days of receipt of this notice.**

City of Ocala
FDEP Facility # 428630351
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PCPP Instructions and the PCPP Agreement template are attached and can be downloaded at the following link: **<https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>**

The PCPP Agreement and any backup documentation applicable can be submitted to email **DWM_PRP_PCPP@FloridaDEP.gov**.

If you do not have access to equipment that would enable you to view or complete the documents digitally, please reply to this letter by contacting the PCPP Coordinator (contact information below) and the items can be mailed to the address you provide.

PCPP Coordinator
Bob Martinez Center
2600 Blair Stone Road MS 4580
Tallahassee, Florida 32399
Email: DWM_PRP_PCPP@FloridaDEP.gov
Phone: 850-245-8882

A list of Agency Term Contractors (ATC) can be found here:
https://prodapps.dep.state.fl.us/www_stcm/contractors/Atc_region/Atc_region_v

If you choose not to participate in the PCPP, inform the Department PCPP Coordinator within 30 days of receipt of this letter and immediately begin site rehabilitation in accordance with Chapter 62-780, Florida Administrative Code, at your own expense.

If you should have any questions, please contact the PCPP Coordinator at (850) 245-8882 or reply to this letter contact at the letterhead address, Mail Station 4580.

Sincerely,

PCPP Coordinator and staff
Florida Department of Environmental Protection
Petroleum Restoration Program
Email: DWM_PRP_PCPP@FloridaDEP.gov

Attachments: PCPP Agreement

ec: Facility Oculus File

AGREEMENT FOR PETROLEUM CLEANUP PARTICIPATION PROGRAM

This Agreement is entered into by and between the Florida Department of Environmental Protection (hereinafter "Department"), whose address is 2600 Blair Stone Road, Tallahassee, Florida, and _____ (hereinafter "Participant"), whose address is _____ (collectively the "Parties") to perform certain site rehabilitation activities for contamination determined eligible for the Petroleum Cleanup Participation Program (hereinafter "PCPP") in accordance with Section 376.3071(13), Florida Statutes (F.S.). The petroleum contamination subject of this Agreement is the discharge(s) date(s) _____ at the _____ (facility name) facility located at _____, _____ County, Florida, DEP Facility ID # _____.

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department is authorized to provide state funding assistance for petroleum discharges determined eligible for PCPP, based on the site's priority ranking established pursuant to Section 376.3071(5)(a), F.S., and Chapter 62-771, Florida Administrative Code (F.A.C.); and

WHEREAS, in accordance with Section 376.3071(13), F.S., the Department has determined the described contamination eligible and Participant provided the required Limited Contamination Assessment Report (hereinafter "LCAR") or assessment data [_____] (Report Title and Date)] exists and was determined to be sufficient to support the proposed course of action and to estimate the cost of the course of action; and

WHEREAS, the Participant shall provide one of the following: a 25% cost savings to the Department, a 25% copayment by the Participant, or a combination of both a cost savings and copayment that totals 25%.

WHEREAS, the Contractor who will conduct the work under this Agreement does so pursuant to Chapter 62-772.401(2), F.A.C. The Contractor, to be eligible to perform work under this Agreement, must be an Agency Term Contractor (ATC) awarded under the Department's Petroleum Restoration Program and is currently in good standing under the Agency Term Contract. The Contractor shall perform the work at the Facility pursuant to the terms and conditions of its i) ATC, ii) this Agreement, and iii) any and all issued Purchase Orders ("POs").

PARTICIPANT AGREES TO PROCEED UNDER THE SELECTED OPTION
(please select and initial only ONE option and appropriate sub-options if applicable)

1. Participant is providing a 25% cost savings to the Department:

Attached as Exhibit A the agency term contractor's (ATC's) written acceptance to a reduction in its Department ATC rates.

OR

Attached as Exhibit A is the Participant's executed PCPP Conditional Closure Agreement (CCA, including Attachment B Conditional Closure Agreement Contractor Recommendation) with an endpoint of RMO II. Also attach evidence of a properly recorded interim declaration of restrictive covenant.

Participant Initials _____
If cost savings selected

2. Participant is paying a 25% copayment of the cost to cleanup.

Participant Initials _____
If copayment selected

3. Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup (Attached as Exhibit A, recommended ATC's written acceptance to a reduction in its Department ATC rates and the Participant copayment percentage combination).

Participant Initials _____
If combination selected

NOW, THEREFORE, in consideration of the mutual benefits to be derived here from, the Department and the Participant do hereby agree as follows:

GENERAL.

1. All activities associated with the performance of this Agreement shall be in conformance with the provisions of Chapter 376, F.S., and Chapters 62-780, 62-771, and 62-772, F.A.C. The Parties hereto agree that this Agreement shall additionally be subject to the applicable provisions of Chapter 287, F.S.
2. The Participant understands that during the course of site rehabilitation, the Department may, based on the statutes, rules and guidance of the Department, revise a site rehabilitation strategy due to technical or cost considerations.

TERM OF AGREEMENT AND SPENDING LIMITS.

3. This Agreement is effective on the date of execution by the Parties until the earlier of: (1) the Department has determined that rehabilitation is complete pursuant to Chapter 62-780, F.A.C. and issues a Site Rehabilitation Completion Order (SRCO) or Conditional Site Rehabilitation Completion Order (CSRCO); or (2) the funding limitations set forth in Section 376.3071(13)(b), F.S., are exhausted and site rehabilitation has not been achieved.

4. The PCPP program funding cap per eligible PCPP discharge is \$400,000, less any funds previously spent to date, with an additional \$100,000 in auxiliary funding (available via amendment to this agreement if needed for remediation or monitoring in order to achieve a No Further Action determination).

COVENANTS AND REPRESENTATIONS OF THE DEPARTMENT.

5. In accordance with Sections 376.3071, F.S., and rules adopted pursuant to that Section, the Department will prepare Work Assignments, and procure the work as appropriate with the contractor designated and will thereby be responsible to the contractor solely for the Department's percentage of its cost share, whether that cost is 100% after a cost savings has been demonstrated, 75% cost share, or combination of both.

6. The Department will review and approve site rehabilitation activities in accordance with the terms of the procurement orders and Chapter 62-780, F.A.C., and shall make copies of such documents available to the Participant in the electronic site file Oculus (<https://depdms.dep.state.fl.us/Oculus/servlet/login>). The Participant is further advised and understands that the Department may task a locally contracted county with review of site rehabilitation documents or procurement documents under this Agreement.

7. In accordance with Section 287.0582, F.S., the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The Participant understands that this Agreement shall not result in the encumbering of State funds upon execution of the Agreement.

COVENANTS AND REPRESENTATIONS OF THE PARTICIPANT.

8. The Participant represents that he or she or it is qualified to enter into this Agreement and able to fully perform their duties under this Agreement. Participant acknowledges that the responsibilities and obligations of this Agreement survive the transfer of the above referenced facility/property.

9. When the Participant is paying a 25% copayment, or copayment combination, the Participant further agrees that it shall be subject to the prompt payment provisions of Section 215.422, F.S., upon receipt of an invoice for its share of costs from the Contractor, when such invoice is accompanied by a written approval by the Department of the work completed.

10. When Participants are paying a copayment, the Participant shall maintain and provide upon request, documentation that the invoice amount was paid. Failure to timely and adequately pay the contractor and provide proof of that payment to the Department upon request shall be considered a material breach of the PCPP Agreement pursuant to paragraph 14 and may result in loss of eligibility. The Department will request confirmation of payment/ contractor certification either via letter or e-mail after the Department has approved the contractor's work.

11. In accordance with Chapter 376, F.S., it is unlawful for the Participant to receive any remuneration, in cash or in kind, from a Contractor performing cleanup activities subject of this Agreement. This would include an agreement whereby the Participant does not make timely payments of the required copayment when the option of 25% copayment or copayment and cost savings combination.

12. When a Participant is paying 25% copayment or copayment and cost savings combination, the Participant shall maintain books, records, documents and other evidence pertaining to compensation and payments directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Department, the State of Florida or their authorized representatives shall have access, without cost, except reasonable costs associated with photocopying such records, to such records for audit purposes during the term of this Agreement and for five years following termination of this Agreement.

TERMINATION OF AGREEMENT AND REMEDIES FOR BREACH OF AGREEMENT.

13. This Agreement may be terminated for material breach of obligations by either Party. Material breach means substantial failure to comply with the terms and conditions of this Agreement. A Party terminating the Agreement shall give written notice of the breach to the other Party within 14 days of discovery of facts giving rise to the breach. Such notice shall be of sufficient detail so that the Party allegedly in breach can formulate a remedy. If the breach is remedied within 15 days of the notice, the Agreement shall remain in effect. If the breach is not remedied within 15 days of the notice, the Agreement may be terminated within 15 days of the close of the 15 day remedy period. Failure to timely pay the Participant's 25% copayment or 25% copayment and cost savings combination is considered a material breach of this PCPP Agreement. In the event that the Department determines, in its sole discretion, that the Participant is in breach of this Agreement, the Department reserves the right to exercise all remedies at law and equity.

14. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Participant to allow public access to all documents, papers, letters or other material regardless of the physical form, characteristics, or means of transmission, made or received subject to the provisions of Chapter 119, F.S., in conjunction with this Agreement (public records). The Department may terminate this agreement without cause with notice to the Participant pursuant to paragraph 16.

15. The parties hereto agree to waive any right to jury trial under this Agreement.

NOTICES.

16. Any notice or written communication required or permitted hereunder between the Parties shall be considered received when delivered via electronically by e-mail or delivered in person or by mail by the appropriate Party Representative. Party Representatives are as follows:

Department Representative:

Kenneth Busen, P.G.
PCPP Coordinator
Petroleum Restoration Program
Department of Environmental Protection
2600 Blair Stone Road, MS 4580
Tallahassee, Florida 32399-2400
Phone: (850) 245-8745
E-mail: Kenneth.Busen@FloridaDEP.gov

Participant Representative:

Kristen M. Dreyer
Name
Council President
Title
110 SE Watula Avenue
Street Address
Ocala, FL, 34471
City, State, Zip
352-351-6772
Phone
slanier@ocalafl.gov
Email

AMENDMENTS.

17. Any amendment to this Agreement must be in writing and signed by the Parties.

ASSIGNMENT.

18. This Agreement shall not be assigned by either Party without prior written consent of the non-assigning Party. The Department will not accept assignment of this Agreement to any person or entity that, in the Department's determination, is unable to reliably comply with the 25% cost savings, co-payment, or combination of both obligation.

CHOICE OF LAW/FORUM.

19. The parties hereby agree that any and all actions or disputes arising out of this Agreement shall be governed by the laws of the State of Florida; and any such actions shall be brought in Leon County, Florida.

RESPONSIBILITY FOR SITE REHABILITATION WHERE CLEANUP COSTS EXCEED SPENDING LIMITATIONS.

20. In accordance with Section 376.3071(13)(f), F.S., in the event that the funding limitations specified in Section 376.3071(13), F.S., are exhausted or exceeded prior to completion of site rehabilitation, the Participant shall be obligated to continue site rehabilitation activities in accordance with Section 376.3071(5), F.S., and Chapter 62-780, F.A.C. If the Participant fails to timely continue the site rehabilitation activities the Department and its contractors) are permitted to continue performing assessment and remedial activities that the Department, at its sole discretion, deems appropriate. The Department will designate its own contractor(s) to undertake site rehabilitation actions without the approval of the Participant or any other party. The Department or its contractor(s) will perform any assessment and remedial activities that the Department, at its sole discretion deems appropriate to address the remaining petroleum contamination. As such, the Department,

at its sole discretion, may choose to undertake assessment or cleanup activities that are less stringent than the requirements of Chapters 62-780 and 62- 777, F.A.C., and which may not result in the issuance of a Site Rehabilitation Completion Order. Pursuant to Section 376.3071(7)(b), F.S., the Department will seek recovery for all sums expended by the Department for actions taken pursuant to this paragraph. Therefore, the Department explicitly reserves its right to seek recovery from the Participant or any other responsible party that amount which was expended by the Department in these matters.

ENTIRE AGREEMENT.

21. It is hereby understood and agreed that this Agreement states the entire agreement and that the Parties are not bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed in this Agreement. This Agreement is binding upon execution of the Agreement and is for the benefit of the Parties and to no other entities or persons not signatories to this Agreement. This PCPP Agreement is the primary Agreement between the Parties and any conflict between the PCPP Agreement and any of the attachments the PCPP Agreement controls. No exhibit or attachment to the PCPP Agreement can modify any statutes, rules, or procedures applicable to the Petroleum Restoration Program.

FOR THE DEPARTMENT:

FOR THE PARTICIPANT:

Natasha Lampkin
Program Administrator
Petroleum Restoration Program

Date: _____

Participant Signature

Print Name: Kristen M. Dreyer

Title: Council President

Date: _____

Attachment: Exhibit A

Below is a checklist of the appropriate documents required to be submitted as Exhibit A with the PCPP Agreement.

1. a. When Participant is providing a 25% cost savings (as demonstrated in the form of reduced rates by the proposed ATC) to the Department attach:

☐ ATC's written commitment to a reduction in its Department ATC rates

OR

1.b. When Participant is providing a 25% cost savings (RMO II) to the Department attach:

☐ Participant's executed Conditional Closure Agreement with an endpoint of RMO II, with Attachment B Conditional Closure Agreement Contractor Recommendation

☐ Evidence of a properly recorded interim declaration of restrictive covenant (only the current real property owner(s) can execute this document)

OR

2. When Participant is paying a 25% copayment of the cost to cleanup none required

OR

3. When Participant is providing a combination of both a cost savings and copayment equal to 25% of the cost of cleanup attach:

☐ ATC's written commitment to reduction in its Department ATC rates with details of percentages for copayment and reduced rates

Please note, the above constitutes documentation required for Exhibit A, which will become a part of the PCPP Agreement. Additional Backup Documentation (such as the cost share contractor selection sheet, scope of work and cost estimate template, etc.) may also be required as a separate file during the PCPP submission process. Refer to the PCPP Instructions for Completion (<https://floridadep.gov/waste/petroleum-restoration/documents/instructions-completion-pcpp-agreement>) for full details on submitting.

INSTRUCTIONS FOR COMPLETION OF Petroleum Cleanup Participation Program (PCPP) AGREEMENT

A PCPP Agreement (located online here: <https://floridadep.gov/waste/petroleum-restoration/content/petroleum-cleanup-participation-program-pcpp>) is required for all PCPP eligible discharges that are within funding range at a facility to allow state funding assistance. There are two PCPP Agreements available for use: a standard PCPP Agreement, and a PCPP Agreement with Site Access language and options included. If a site access agreement has not been completed and your facility only has PCPP eligible discharge(s), then a PCPP Agreement with Site Access should be utilized. If your facility has multiple eligible discharges (such as EDI, ATRP, PLRIP, etc), then a standard PCPP Agreement should be used. A separate site access agreement should be completed (or may be requested if one has not already been completed by the real property owner) if this is the case.* *If you do not have access to the documents, please call 850-245-8882 to request the document be mailed to you.* If you are downloading a PCPP Agreement from the above link, the Agreement must be completed by filling in the blanks (including entering the facility ID on each footer), making selections where required, initialing where required, and signing the document. If you received a PCPP Agreement with a mailed request letter, then the first unnumbered paragraph and facility ID on each page will be completed for you.

The PCPP Agreement, once completed, should then be either e-mailed (scanned version acceptable) to **DWM_PR_PCPP@FloridaDEP.gov** or mailed to Attn: PCPP Coordinator, Petroleum Restoration Program, Department of Environmental Protection, 2600 Blair Stone Road, MS 4580, Tallahassee, Florida 32399-2400. If State funding is expended before a Closure Order is issued, the PCPP Agreement shall be terminated and the cleanup will transition to the owner/responsible party (Participant).

The Agreement includes 21 or 22 standard paragraphs regarding the terms and conditions of the PCPP as well as site access. For information regarding completing the site access portion of the Agreement, please refer to the instructions located here: <https://floridadep.gov/waste/petroleum-restoration/documents/site-access-source-instructions>

In addition, **there are three options concerning Participant preference that must be answered by checking the corresponding boxes and initialing. Only one selection may be made (1, 2, or 3).** Please see the instructions following each selection for more information.

1. Participant is providing a 25% cost savings to the Department. Please initial by this selection only if this is the option elected.

By electing to offer the Department a 25% cost savings, you are committing to either recommend to the Department one of its Agency Term Contractors (ATC) who is willing to reduce their contracted rates to achieve a 25% cost savings to the state to meet this option **OR** you are committing to accept a more restrictive closure (Risk Management Option II, RMO II) thereby effectively saving the Department at least 25% of the cost it would have taken to reach a closure of RMO I. You must make the sub-selection on the Agreement to indicate which cost savings (ATC reduced rate or RMO II) you will utilize.

If your recommended ATC will be reducing its rates to meet the 25% cost savings, you must include as backup documentation to the PCPP Agreement the following items:

- The PCPP Scope of Work and Cost Estimate (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint. If the PCPP Agreement submission does not include the required cost estimate documentation and timetable, the submittal will be deemed insufficient and you will be asked to re-submit.
- A Commitment of Rate Reduction Letter (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>) from the ATC committing to a reduction of its DEP ATC rates (this letter will become a part of the PCPP Agreement as Exhibit B)
- And a Cost Share Site Contractor Recommendation Sheet <https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>.

If you elected a 25% cost savings as demonstrated in the form of conditional closure of RMO II, you must include as backup documentation to the PCPP Agreement the following items:

- A general recommended course of action and cost proposal. If the RMO II is for less than total cleanup versus RMO I, the proposal must clearly demonstrate that the proposed course of action will achieve 25% cost savings. Failure to clearly demonstrate a cost savings to the State may result in unsuccessful negotiation of the PCPP Agreement.
- An executed PCPP Conditional Closure Agreement including its Attachment B Conditional Closure Agreement Contractor Recommendation (<https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-conditional-closure-agreement>). (this document will become a part of the PCPP Agreement as Exhibit B)
- An interim declaration of interim restrictive covenant for PCPP discharges only (DIRC; this DIRC is not the same as nor does it not go through the same DEP review as a DRC under Rule 62-780.680, F.A.C.) (<https://floridadep.gov/waste/petroleum-restoration/documents/declaration-interim-restrictive-covenant-pcpp>). (this document will become a part of the PCPP Agreement as Exhibit B)

2. Participant is paying a 25% copayment of the cost to cleanup. Please initial by this selection only if this is the option elected.

By electing to offer the Department a 25% copayment, you are committing to paying 25% of all costs (up to the State's funding cap limitations). You must timely and directly pay your ATC. The ATC will invoice you at intervals for Department approved work performed at the site.

If you elected to pay the 25% copayment/cost share you must include the following as backup documentation to the PCPP Agreement:

- The PCPP Scope of Work and Cost Estimate (template located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint. If your Cost Share Site Contractor Recommendation Sheet indicates an ATC, they can complete the cost estimate on your behalf. If your Cost Share Site Contractor

Recommendation Sheet indicates FDEP is electing the ATC, FDEP will complete a cost estimate on your behalf.

- Cost Share Site Contractor Recommendation Sheet (<https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>).

3. Participant is providing a combination of both a copayment and cost savings equal to 25% of the cost of cleanup. Please initial by this selection only if this is the option elected.

By electing to offer the Department a combination of a copayment plus cost savings equal to 25%, you are committing to providing 25% of all costs with a negotiated split as specified between you and your recommended ATC. An example of this split might be that the ATC will reduce its rates to achieve a 15% cost savings and you will pay 10% copayment of the cost of cleanup (up to the funding cap limitations). You must timely and directly pay your ATC. The ATC will invoice you at intervals for approved work performed at the site.

If you elected to pay the 25% copayment/cost savings combination you must include the following as backup documentation to the PCPP Agreement:

- The PCPP Scope of Work and Cost Estimate (template form is located at <https://floridadep.gov/waste/petroleum-restoration/documents/cost-estimate-template-pcpp>). This includes the proposed course of action with task breakdown, cost estimate and the proposed cleanup endpoint with the negotiated split. If the proposed course of action and cost estimate does not include the required cost savings (detailed breakdown of copay and reduction percentages) and timetable, the submittal may be deemed insufficient and you will need to re-submit.
- The Commitment of Rate Reduction Letter (template is located at <https://floridadep.gov/waste/petroleum-restoration/documents/pcpp-atc-rate-letter-commitment-rate-reduction>) from the ATC committing to a reduction of its DEP ATC rates (this letter will become a part of the PCPP Agreement as Exhibit B)
Cost Share Site Contractor Recommendation Sheet (<https://floridadep.gov/waste/petroleum-restoration/forms/cost-share-site-contractor-recommendation-sheet>).

If during the review it is noted that the cost to closure will exceed the \$400,000 cap, the PCPP staff may request the use of \$100,000 auxiliary funding via memo. If approved, the PCPP staff will revise the PCPP Agreement paragraph 4 to increase the cap to \$500,000. No action is required on the participant's part and no other aspects of the agreement change.

*** If a facility does not have an executed site access agreement (SAA) prior to the PCPP Agreement completion, the PCPP Agreement with Site Access is required. The PCPP Agreement with Site Access include SAA language and options under section 13.** The SAA can only be completed by the real property owner. The SAA will include permission for necessary cleanup related activities and a section to complete (A-D) wherein the Participant selects "YES" or "NO" to questions regarding options available related to site access. If you have questions regarding the PCPP Agreement or Site Access, please call the PCPP Coordinator at 850-245-8882 or email DWM_PR_PCPP@FloridaDEP.gov.