[Model VCA –June 2022]

{{Please follow all italicized instructions & then delete all italics.}}

{{Site Manager: A copy of the draft Voluntary Cleanup Agreement (VCA) should be sent to the Office of General Counsel (OGC) for review. Please route the draft VCA with a completed LCT Case Entry Form and Voluntary Cleanup Agreement Legal Referral and Checklist to Lea Crandall, Agency_clerk@dep.state.fl.us, and copy Jordan Bennet, Jordan.R.Bennett@FloridaDEP.gov.

If the site is eligible for the Drycleaning Solvent Cleanup Program (DSCP) under Section 376.3078(3), F.S., please also copy DSCP's Environmental Manager, Safa Shariat at Safa.Shariat@FloridaDEP.gov so that DSCP can verify DSCP eligibility and the deductible amount that is due, and place their assessment and remediation of the site on hold for the duration of the VCA. After execution of the VCA, the DSCP will provide an invoice and instructions for payment of the deductible to the Real Property Owner pursuant to section 376.3078(3)(e), F.S.}}

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN RE: *{{Insert name of Real Property Owner}}*
{{Insert Property Address (street, city, state, zip code)}}
{{Insert Facility Name and Identification Number}}

OGC Case No. _____

VOLUNTARY CLEANUP AGREEMENT PURSUANT TO SECTION 376.3078(11), F.S.

This Voluntary Cleanup Agreement ("Agreement") is entered into between the State of Florida Department of Environmental Protection ("Department" or "DEP"), and _____, ("Real Property Owner" or "RPO"), to reach agreement on a schedule to conduct site rehabilitation pursuant to Section 376.3078(11), Florida Statutes (F.S.). The parties agree to the following:

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

2. _____ is the "Real Property Owner" as defined in Section 376.301, F.S., and owns the real property located at _____ in the City of _____, in _____ County, Florida (the "Property") that is the subject of this Agreement. The Property is described in **Exhibit A**, incorporated by reference herein, which is a composite exhibit that includes evidence of ownership in the form of a deed and a legal

description, as well as a detailed labeled map identifying the location of the Property. The Property is contaminated with "drycleaning solvents" as a result of the operation of a "drycleaning facility" or "wholesale supply facility," as these terms are defined in Paragraph 4 below, specifically the *{{insert facility name_____}}* (*{{insert DEP ERIC ID# or STCM ID #_____}}*). *{{It should be noted whether the RPO is or has been the facility owner or operator. Please include one of the following applicable statements: (a)* The RPO is or has been the owner or operator of the "drycleaning facility" or "wholesale supply facility." *or (b)* The RPO is not and has never been the owner or operator of the "drycleaning facility" or "wholesale supply facility."*}} {{It should also be noted whether the contaminated site is eligible for the Drycleaning Solvent Cleanup Program (DSCP). For sites that are <u>not</u> eligible for DSCP, please include the following statement:* The "Contaminated Site" is not eligible for state-funded site rehabilitation under the Drycleaning Solvent Cleanup Program (DSCP). *For DSCP-eligible sites, please include the following statements:* The "Contaminated Site" was determined to be eligible for state-funded site rehabilitation under the Drycleaning Solvent Cleanup Program (DSCP) pursuant to Section 376.3078(3), F.S., on *{{insert date of eligibility order}*. The DSCP Order of Eligibility is attached hereto and incorporated herein as Exhibit B. Following execution of this Agreement, the DSCP will send an invoice to the Real Property Owner for payment of the facility deductible pursuant to Section 376.3078(3)(e), F.S. The deductible shall be paid within 60 days after receipt of the invoice in accordance with Section 376.3078(3)(e), F.S.*}}*

3. The Real Property Owner has agreed to conduct voluntary "site rehabilitation" at the drycleaning solvent "Contaminated Site," as these terms are defined in Paragraph 4 below, in accordance with Section 376.3078(11), F.S. The RPO agrees 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 Section 376.3078(4), F.S., the requirements of the Contaminated Site Cleanup Criteria Rule, Chapter 62-780, Florida Administrative Code (F.A.C.), and the Contaminant Cleanup Target Levels Rule, Chapter 62-777, F.A.C. For the purpose of this Agreement, the RPO meets the definition of "Person Responsible for Site Rehabilitation" (PRSR), pursuant to Chapter 62-780.200, F.A.C.

4. **Definitions.** "Contaminated Site," as defined in Section 376.301, F.S., means any contiguous land, sediment, surface water, or groundwater areas that contain contaminants that may

be harmful to human health or the environment. The Contaminated Site is defined irrespective of property boundaries; therefore, the Contaminated Site at issue may extend beyond the boundaries of the Property. "Site rehabilitation," as defined in Section 376.301, F.S., 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 purposes of sites subject to the Resource Conservation and Recovery Act, as amended, the term includes removal, decontamination, and corrective action of releases of hazardous substances. For purposes of this Agreement, the hazardous substances at issue are "drycleaning solvents" per Section 376.301, F.S., meaning any and all nonaqueous solvents used in the cleaning of clothing and other fabrics and includes perchloroethylene (also known as tetrachloroethylene) and petroleum-based solvents, and their breakdown products. For purposes of this definition, "drycleaning solvents" only includes those drycleaning solvents originating from use at a drycleaning facility[1] or by a wholesale supply facility,[2] also defined in Section 376.301, F.S.

5. **Statutory Immunity.** Pursuant to Section 376.3078(11), F.S., an RPO who voluntarily initiates and conducts site rehabilitation in accordance with Department rules shall be immune from and have no liability for claims of any person, for property damages of any kind, including, but not limited to, diminished value of real property or improvements; lost or delayed rent, sale, or use of real property or improvements; or stigma to real property or improvements caused by drycleaning solvent contamination or be subject to any administrative or judicial action brought by or on behalf of any person, state or local government, or agency thereof to compel or enjoin site rehabilitation or pay for the cost of rehabilitation of environmental contamination, and to pay any fines or penalties regarding rehabilitation, as long as the RPO:

a. Conducts contamination assessment and site rehabilitation consistent with state and federal laws and rules;

[1] "Drycleaning facility" means a commercial establishment that operates or has at some time in the past operated for the primary purpose of drycleaning clothing and other fabrics utilizing a process that involves any use of drycleaning solvents. The term "drycleaning facility" includes laundry facilities that use drycleaning solvents as part of their cleaning process. The term does not include a facility that operates or has at some time in the past operated as a uniform rental company or a linen supply company regardless of whether the facility operates as or was previously operated as a drycleaning facility.

[2] "Wholesale supply facility" means a commercial establishment that supplies drycleaning solvents to drycleaning facilities.

b. Conducts such site rehabilitation in a timely manner according to a rehabilitation schedule approved by the Department; and

c. Does not deny the Department access to the Contaminated Site.

6. **Site Rehabilitation Schedule.** Attached hereto and incorporated herein as **Exhibit__** *{{If the site is not eligible for DSCP, the Site Rehabilitation should be attached as Exhibit B.*

If the site is eligible for DSCP, the DSCP Order of Eligibility will be attached as Exhibit B pursuant to paragraph 2 above and the Site Rehabilitation Schedule should be attached as Exhibit C}} is the Site Rehabilitation Schedule approved by the Department for the Contaminated Site. Continued compliance with this Agreement, including compliance with Chapters 62-780 and 62-777, F.A.C., and the Exhibit ___ Site Rehabilitation Schedule, constitutes compliance with the requirements of Section 376.3078(11), F.S., and shall satisfy the RPO's obligations, if any, under 40 Code of Federal Regulations Section 264.111 as adopted by reference in Chapter 62-730, F.A.C.

7. **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 Property that require the Department to take action to abate an imminent hazard to the public health, welfare or the environment.

8. **Submittals.** An electronic or paper copy of all reports, plans and data required by this Agreement that are submitted to the Department should be sent to the district project/site manager *{{insert district project/site manager's name, title, e-mail and physical mailing address at District Office}}*. The Department prefers electronic submissions.

9. **Document Review.** The Department shall review any submitted plan or report required by this Agreement and will provide the RPO with written responses as to the completeness and technical adequacy of the submittals. Department approval of any plan or report shall not be unreasonably withheld. If additional information is reasonably necessary for the Department to evaluate the plan, or if the Department reasonably identifies incompleteness or technical inadequacy, the Department will make a written request to the RPO for additional information or revisions to the extent reasonably necessary or required. The RPO shall provide all requested information or revisions in writing to the Department within the time limits specified in the Exhibit___ Site Rehabilitation Schedule, from date of receipt of said request, or such longer period of time as specified by the Department. The Department shall provide the RPO with the additional

time to respond if the RPO requests a time extension in writing prior to the lapse of scheduled timeframes and establishes good cause for additional time to provide the requested information or revisions. Upon submittal of additional information or revisions by the RPO, the Department will notify the RPO in writing as soon as practicable whether the plan or report is approved. Such approval may not be unreasonably withheld. Once a plan or report has been approved in writing by the Department, it shall become effective and made a part of the Agreement. Actions required by the approved plan shall be completed within the timeframes identified in the Exhibit __ Site Rehabilitation Schedule, upon receipt of the Department's written notification to the RPO that the plan or report has been approved. If, after reasonable requests for additional information by the Department and failure by the RPO to reasonably respond to such requests, a plan or report is not approved by the Department, then the Department, at its discretion, may continue to request additional information or modifications to the submission with time-certain deadlines, or notify the RPO that it believes the RPO is out of compliance with this Agreement and Chapter 62-780, F.A.C. In such event, the Department may terminate this Agreement pursuant to the provisions in Paragraph 11 below and pursue any remedies legally available to it.

10. **Delay.** If any event, including administrative or judicial challenges by third parties unrelated to the RPO, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Agreement, then the RPO may request an extension of time to comply with the affected requirements. The RPO shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the RPO and could not have been or cannot be overcome by the RPO's due diligence. Economic circumstances shall not be considered circumstances beyond the control of the RPO, nor shall the failure of a contractor, subcontractor, material man or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines be a cause beyond the control of the RPO, unless the cause of the contractor's late performance was also beyond the contractor's control. Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, the RPO shall notify the Department orally as soon as reasonably practicable, but no more than 72 hours later and shall, within seven (7) calendar days of oral notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which the RPO intends to implement these measures. If the parties can agree that the delay or anticipated delay has been or

will be caused by circumstances beyond the reasonable control of the RPO, then the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of the RPO to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of the RPO's right to request an extension of time for compliance with the requirements of this Agreement. The Site Rehabilitation Schedule attached as Exhibit __ may be amended in writing by the mutual consent of the Department and the RPO.

11. **Failure to Comply.** Nothing in this Agreement relieves the RPO of the obligation to comply with all applicable rules. Non-compliance with applicable rules shall be grounds for termination of this Agreement but shall not terminate any obligation to conduct site rehabilitation that the RPO may otherwise have. Time is of the essence in conducting site rehabilitation at the Contaminated Site. Failure to strictly comply with the Site Rehabilitation Schedule set forth in Exhibit ___ shall be considered a breach of this Agreement and shall constitute grounds for termination of this Agreement. If the RPO fails to comply with the provisions of this Agreement, the Department will notify the RPO in writing of any breach of this Agreement. The RPO will have 60 days from receipt of the letter from the Department to return to compliance or to negotiate a modification to this Agreement with the Department for good cause shown. The 60-day grace period does not apply if an imminent hazard exists at the site. If such imminent hazard exists, the RPO shall act immediately to abate the hazard. If the project is not returned to compliance with this Agreement and a modification cannot be negotiated, then this Agreement and the immunity provisions of Section 376.3078(11), F.S., are revoked, and the Department may pursue any remedies legally available to it.

12. **Administrative Rights and Mediation.** With regard to any agency action taken by the Department concerning the RPO's proposals to the Department as required by Chapters 62-780 and 62-777, F.A.C., at the subject Contaminated Site, the RPO may file a Petition for Formal or Informal Administrative Hearing. The petition must contain the information set forth in paragraph 19 and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000, or received via electronic correspondence at Agency_Clerk@FloridaDEP.gov within 21 days of receipt of the Department's agency action the RPO intends to challenge and must conform with the requirements of Florida Administrative Code Rule 28-106.201 or Rule 28-106.301. Failure to file a petition within this time

period shall constitute a waiver by the RPO of its right to request an administrative proceeding under Sections 120.569 and 120.57, F.S. The Department's determination, upon expiration of the 21-day time period if no petition is filed, or the Department's Final Order as a result of the filing of a petition, shall be incorporated by reference into this Agreement and made a part of it. All other aspects of this Agreement shall remain in full force and effect at all times. If both parties agree, the Department and the RPO may mediate the dispute as provided in Section 120.573, F.S. If the parties agree to mediation, the time for filing a petition pursuant to this Paragraph is tolled until such time as the mediation is unsuccessful. Upon notice from the Department that the mediation is unsuccessful, the RPO shall have 21 days to file its petition as provided herein. If the RPO seeks an administrative proceeding pursuant to this Paragraph, the Department may take such action as is authorized by law

13. **Assignment.** If the RPO becomes divested of all ownership interest in the Property, the RPO shall notify the Department of the change in ownership within 30 days after such divestiture. The RPO shall not assign any rights or responsibilities under this Agreement to any other party without the written consent of the Department. However, the Department shall not withhold its consent to such an assignment if: (a) the proposed assignee meets all of the eligibility criteria under Section 376.3078(11), F.S.; and (b) the proposed assignee has agreed, in writing, to assume all obligations of the RPO under the terms of this Agreement, including the Exhibit ___ schedule and timely performance of site rehabilitation tasks. The assignment shall be effective only upon the execution of an amendment to this Agreement by the assignee and the Department. Any lapses in tasks, whether due to assignment or otherwise, will be considered non-compliance with this Agreement and may be considered grounds for termination as described in Paragraph 11. The RPO may not assign this Agreement if the RPO is not in compliance with its terms.

14. **Voluntary Cleanup Tax Credits.** The parties agree and acknowledge that, pursuant to Section 376.30781, F.S., a Voluntary Cleanup Tax Credit (VCTC) based upon a percentage of the costs of voluntary cleanup activity that is integral to site rehabilitation may be allowed at a drycleaning solvent-contaminated site. In order to be eligible to receive the VCTC, all eligibility criteria must be met pursuant to Section 376.30781, F.S., including payment of the deductible pursuant to Section 376.3078(3)(e), F.S., if the Contaminated Site is eligible for state-funded site rehabilitation under the DSCP. Furthermore, not all activities that are approved or performed in association with a Voluntary Cleanup Agreement are eligible for the state's VCTC. Only costs

incurred and paid that are integral to "site rehabilitation", as that term is defined in Paragraph 4, 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 DSCP may not be used to calculate a tax credit. Likewise, expenses incurred that are statutorily required to participate in the DSCP (i.e., deductibles) are not eligible for the state's VCTC. Nothing contained herein is intended to limit the VCTC otherwise available to the RPO under applicable law. General information about the VCTC Program is available at https://floridadep.gov/waste/waste-cleanup/content/voluntary-cleanup-tax-credit. For specific questions regarding the VCTC Program, please contact the DEP's Waste Cleanup Program at (850) 245-8958.

15. **Site Access.** During the time period for implementation of this Agreement, the RPO agrees to allow the Department access to the Property and further gives consent to the Department and its selected contractor for the collection of samples of any wastes, wastewaters, sludges, air, soils, groundwater, surface water, or sediments from any location on the Property at any reasonable time. Nothing in this Paragraph shall be construed to indicate that the Department surrenders its rights under Sections 403.091 and 403.858, F.S.

16. **Property Modifications.** During the time period for implementation of this Agreement, the RPO agrees that no substantial modifications on the Property will occur in the area of the Contaminated Site without prior notification to and approval from the Department to ensure coordination with the site rehabilitation activities. If the Department determines that a previous Department approval was based upon conditions on the Property or the Contaminated Site that have been substantively changed without Department review and approval, then the RPO will be notified in writing and the approval may be rescinded.

17. **Governing Law.** This Agreement 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 Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement 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 Agreement. Any action hereon or in connection herewith shall be brought in *{{insert either Leon County or the County where the Property is located}}*, Florida.

18. **Entirety of Agreement.** This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement 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 Agreement, unless otherwise provided herein.

19. **Notice of Rights.** Persons who are not parties to this Agreement but whose substantial interests are affected by this Agreement have a right, pursuant to Sections 120.569 and 120.57, F.S., to petition for an administrative hearing on it. The Petition must contain the information set forth below and must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS-35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 21 days of receipt of this notice. A copy of the Petition must also be mailed at the time of filing to the District Office named above at the address indicated. Failure to file a petition within the 21 days constitutes a waiver of any right such person has to an administrative hearing pursuant to Section 120.57, F.S.

The petition shall contain the following information:

a) The name and address of each agency affected and each agency's file or identification number, if known;

b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

c) A statement of when and how the petitioner received notice of the agency decision;

d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

If a petition is filed, the administrative hearing process is designed to formulate agency action. Accordingly, the Department's final action may be different from the position taken by it in this Notice. Persons whose substantial interests will be affected by any decision of the Department with regard to the subject Agreement have the right to petition to become a party to the proceeding. The petition must conform to the requirements specified above and be filed (received) within 21 days of receipt of this notice in the Office of General Counsel at the above address of the Department. Failure to petition within the allowed time frame constitutes a waiver of any right such person has to request a hearing under Sections 120.569 and 120.57, F.S., and to participate as a party to this proceeding. Any subsequent intervention will only be at the approval of the presiding officer upon motion filed pursuant to Rule 28-106.205, Florida Administrative Code.

A person whose substantial interests are affected by the Agreement may file a timely petition for an administrative hearing under Sections 120.569 and 120.57, F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, F.S., before the deadline for filing a petition. Choosing mediation will not adversely affect the right to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth below.

Mediation may only take place if the Department and all the parties to the proceeding agree that mediation is appropriate. A person may pursue mediation by reaching a mediation agreement with all parties to the proceeding (which include the RPO, the Department, and any person who has filed a timely and sufficient petition for a hearing) and by showing how the substantial interests of each mediating party are affected by the Agreement. The agreement must be filed in (received by) the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at Agency_Clerk@floridadep.gov, within 10 days after the deadline as set forth above for the filing of a petition.

The agreement to mediate must include the following:

(a) The names, addresses, and telephone numbers of any persons who may attend the mediation;

(b) The name, address, and telephone number of the mediator selected by the parties, or a provision for selecting a mediator within a specified time;

(c) The agreed allocation of the costs and fees associated with the mediation;

(d) The agreement of the parties on the confidentiality of discussions and documents introduced during mediation;

(e) The date, time, and place of the first mediation session, or a deadline for holding the first session, if no mediator has yet been chosen;

(f) The name of each party's representative who shall have authority to settle or recommend settlement; and

(g) Either an explanation of how the substantial interests of each mediating party will be affected by the action or proposed action addressed in this notice of intent or a statement clearly identifying the petition for hearing that each party has already filed, and incorporating it by reference.

(h) The signatures of all parties or their authorized representatives.

As provided in Section 120.573, F.S., the timely agreement of all parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, F.S., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within sixty days of the execution of the agreement. If mediation results in settlement of the administrative dispute, the Department must enter a final order incorporating the agreement of the parties. Persons whose substantial interests will be affected by such a modified final decision of the Department have a right to petition for a hearing only in accordance with the requirements for such petitions set forth above, and must therefore file their petitions within 21 days of receipt of this notice. If mediation terminates without settlement of the dispute, the Department shall notify all parties in writing that the administrative hearing processes under Sections 120.569 and 120.57, F.S., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action and electing remedies under those two statutes.

IN WITNESS WHEREOF, each of the parties has made and executed this Voluntary Cleanup Agreement on the date set forth for each signature of each representative below:

FOR THE REAL PROPERTY OWNER:

_____
Print Name of RPO (or duly authorized representative)

Title: _____

_____
Signature of RPO (or duly authorized representative)

Mailing Address of RPO (or duly authorized representative)

_____
Phone Number of RPO (or duly authorized representative)

_____
Email Address of RPO (or duly authorized representative)

_____
Date

DONE AND ORDERED this _____ day of _____, 20____, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

_____
{{insert Name of District Director}}
_____ District Director
{{insert District Address}}

Telephone: _____/_____

Approved as to form and legality:

_____ _____
DEP Drycleaning Program Attorney Date

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

_____ _____
Clerk Date

cc: *{{OGC attorney name}}*, DEP/OGC, *{{OGC attorney e-mail address}}*
Jordan Bennett, DEP/OGC, Jordan.R.Bennett@FloridaDEP.gov
Lea Crandall, DEP/OGC, Agency_Clerk@FloridaDEP.gov
Safa Shariat, DEP/DSCP, Safa.Shariat@FloridaDEP.gov *{{if applicable}}*
{{District project/site manager contact information}}
_____District files

Enclosures:

Exhibit A – Legal Description, Evidence of Ownership and Map of the Property

Exhibit B_– DSCP Order of Eligibility *{{if applicable}}*
Exhibit *{{*B *or* C*}}*– Site Rehabilitation Schedule

EXHIBIT __
SITE REHABILITATION SCHEDULE

Type of Report or Activity	RPO Action or Submittal Time Frames
Notice of Initiation of Emergency Response Action or Interim Source Removal Action per rule 62-780.500 or 62-780.525, F.A.C.	Within 24 hours of initiation of the action
Emergency or Interim Source Removal Proposal	When seeking approval before implementation of an alternative product recovery method, groundwater recovery, soil treatment or disposal technique (rule 62-780.500 or 62-780.525, F.A.C.)
Emergency Source Removal Status Report or Interim Source Removal Status Report	Within 60 days of initiating emergency or interim source removal activities and every 60 days thereafter or when the field activity is terminated, whichever occurs first
Emergency Source Removal Status Report or Interim Source Removal Report	Within 60 days of completion of emergency or interim source removal activities
Site Assessment Commenced	Within 60 days after a discharge is discovered
Site Assessment Report (SAR)	SAR submitted within 270 days of discharge or discovery
Risk Assessment Report (RAR)	Optional (within 60 days of SAR approval or within the scheduled approved in the Risk Assessment Work Plan)
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
No Further Action (NFA) Proposal	When the site meets the criteria for NFA (rule 62-780.680, F.A.C.)
Natural Attenuation Monitoring (NAM) Plan	When the site meets the criteria for NAM (rule 62-780.690, F.A.C.)
Natural Attenuation Monitoring (NAM) Report	Within 60 days of sample collection or in accordance with the approved NAM plan
Remedial Action Plan (RAP)	Within 90 days of approval of a SAR or RAR
As-Built Drawings	Within 120 days of initiating operation of active remediation system
Initiate Operation of Active Remediation System	Within 120 days of RAP approval
Remedial Action Status Report	Within 60 days of the anniversary date of initiating operation of active remediation system or in accordance with the approved RAP
Proposals submitted pursuant to	Optional during active remediation

subsection 62-780.700(14), F.A.C.	
Post Active Remediation Monitoring (PARM) Plan	When the site meets the criteria for NFA (rule 62-780.680, F.A.C.) or Leveling Off (subsection 62-780.700(18), F.A.C.)
Post Active Remediation Monitoring (PARM) Report	Within 60 days of sample collection or in accordance with the approved PARM plan
Leveling Off Determination	Within 60 days of sample collection
Post Active Remediation Monitoring Plan resampling proposal (paragraph 62-780.750(4)(e), F.A.C.)	Within 60 days of sample collection
Site Rehabilitation Completion Report (SRCR)	Within 60 days of the final sampling event. If SRCR is not approved then submit modifications, etc. within 60 days of Department's response
Pilot Study Work Plan	When seeking approval before implementation of a Pilot Study pursuant to subsection 62-780.700(2), F.A.C.
Combined Document (optional submittal)	Governed by the earliest submission deadline for any component, unless the Department agrees to a different schedule in advance, and in writing
Notices for Field Activities (except for Initiation of Emergency Response Action, De Minimis Discharges or Interim Source Removal Action)	Notice to the Department within seven days but not less than 24 hours prior to performing field activity
Submittal to the Department of addenda, responses, or modification to plans or reports, pursuant to rule 62-780.790, F.A.C.	Within 60 days of receipt of the Department's response
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.