

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION)	CENTRAL DISTRICT
)	
v.)	OGC FILE NO. 25-1090
)	
MARION COUNTY BOARD OF COUNTY)	
COMMISSIONERS)	
_____)	

SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into between the State of Florida Department of Environmental Protection (Department) and Marion County Board of County Commissioners (Respondent) pursuant to Section 120.57(4), Florida Statutes, to settle certain matters at issue between the Department and Respondent.

The Department finds and Respondent admits the following:

1. The Department is the administrative agency of the State of Florida having the power and duty to protect Florida's air and water resources and to administer and enforce the provisions of Chapter 403, Florida Statutes (F.S.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (F.A.C.). The Department has jurisdiction over the matters addressed in this Agreement.
2. Respondent is a person within the meaning of Section 403.031(9), F.S.
3. Respondent is the owner and is responsible for the operation of the Marion County Utilities Department SW Regional Water Reclamation Facility, a 1.6 million gallons per day (MGD) annual average daily flow biological nutrient removal domestic wastewater treatment plant with the disposal methods of a 1.6 MGD annual average daily flow permitted capacity rapid infiltration basin system (R-001) and a 1.6 MGD annual average daily flow permitted capacity slow-rate public access system (Facility). The Facility is operated under Wastewater Permit No. FLA012697 (Permit), which was issued on April 24, 2023 and will expire on April 23, 2033. The Facility is located at 11400 SW 90th Terrace, in Marion County, Florida (Property). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:
 - a) During a complaint site visit conducted on February 10, 2025, Department personnel confirmed excessive odors at multiple locations throughout the collection system and biosolids and liquid were leaving the boundaries of the plant, in violation of Permit Condition VIII.2 and 62-604,130, F.A.C. The biosolids were addressed at the time of the compliance evaluation inspection conducted on February 18, 2025 and no further action is needed at this time.
 - b) During a compliance evaluation inspection conducted on February 18, 2025, Department personnel noted multiple Total Dissolved Solids exceedances were noted at groundwater monitoring well, MWC-2, in violation of Permit Condition III.B.7. This was addressed on April 4, 2025 and no further action is required at this time.
 - c) During a complaint inspection conducted on October 6, 2025, Department personnel noted objectionable odors near Lift Stations OKR-001, OKR-002, and OKR-008 and a number of manhole covers and bases with signs of severe corrosion and deterioration, in violation of 62-604,130, F.A.C.
 - d) An unauthorized discharge of approximately 45,000 gallons of partially reported wastewater was reported on August 11, 2025, in violation of 62.604.130 (1), F.A.C. All corrective action and reporting requirements have been completed.
5. It is the Respondent's position that:
 - a) The incident regarding the unauthorized discharge referenced in 4.d) was caused by a lightning strike that disabled the control device. Respondent has subsequently added an additional fail-safe in the event that something similar occurs in the future.
 - b) Respondent has been working to address ongoing odor concerns near the plant and collection system since December 2024. Respondent has focused on addressing hydrogen sulfide (H₂S) odors and enhancing the performance of the wastewater infrastructure in the Oak Run community through an initiative that

encompassed the collection system and treatment plant, including: installation of odor control equipment, revisions to operational practices, implementation of chemical odor mitigation strategies, deployment of advanced monitoring technologies, and stakeholder engagement as described in Attachment I

Having reached a resolution of the matter Respondent and the Department mutually agree and it is

AGREED:

6. Respondent shall comply with the following corrective actions within the stated time periods:

7. Within 120 days of the effective date of this Agreement, Respondent shall, in accordance with Rule 62-600.705(2), F.A.C., develop and submit to the Department a Collection System Action Plan.

8. Within 12 months of the effective date of this Agreement, Respondent shall replace the biological process blowers which have been documented as the source of nuisance noise emanating from the Facility.

9. Within 6 months of the effective date of this Agreement, Respondent shall install plastic curtains around biosolids handling area.

10. Within 6 months of the effective date of this Agreement, Respondent shall submit to the Department an evaluation conducted by a professional engineer registered in the State of Florida, of the Facility, including the effluent disposal system and associated collection system, to discover the cause or causes of the odor violations identified in paragraph 4 above. Included in the evaluation shall be a summary of all collection system components identified as requiring maintenance and an action plan to address the required maintenance.

11. Within 3 months of the due date for submission of the evaluation in paragraph 10, Respondent shall submit to the Department design modifications, prepared and submitted under seal by a professional engineer registered in the State of Florida, to remedy the cause or causes of the violations identified in paragraphs 4 above and ensure the Facility and effluent collection system will function in full and consistent compliance with all applicable rules.

12. Within 60 days of the due date for submission of the design modification(s) in

paragraph 11, Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 11, if such a permit is required. In the event the Department requires additional information to process the permit application Respondent shall provide a written response containing the information requested by the Department 90 days of the date of the request.

13. Within 365 days after issuance of the wastewater permit referenced in paragraph 12 above, or if no permit is required, within 270 days of the approval of the design modification(s) in paragraph 11, Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 11.

14. Within 30 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 11.

15. Every quarter after the effective date of this Agreement and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Agreement, information about compliance or noncompliance with the applicable requirements of this Agreement, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Agreement during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

16. Respondent's completion of all corrective actions required by paragraphs 7-15 within the respective deadlines specified thereunder shall constitute full compliance with Rule 62-604,130, F.A.C.

17. Within 30 days of the effective date of this Agreement, Respondent shall pay the Department \$250.00 in settlement of the regulatory matters addressed in this Agreement. This amount includes \$250.00 for costs and expenses incurred by the Department during the

investigation of this matter and the preparation and tracking of this Agreement.

18. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph 7-15 of this Agreement. Additionally, Respondent shall pay the Department stipulated penalties for any discharges of wastewater from the WWTF and/or collection/transmission system. Respondent shall pay penalties as follows:

<u>Amount per/day per/discharge</u>	<u>Discharge Volume</u>
\$1000.00	up to 5,000 gallons
\$2,000.00	5,001 to 10,000 gallons
\$5,000.00	10,001 to 25,000 gallons
\$10,000	25,001 to 100,000 gallons
\$15,000	in excess of 100,000 gallons

The Department may demand stipulated penalties at any time after violations occur.

Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 19, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Agreement.

19. In lieu of making cash payment for stipulated penalties as set forth in paragraph 18, the Respondent may elect to off-set the penalties by implementing a pollution prevention (P2) project or an in-kind project, either of which must be approved by the Department. P2 is a process improvement that reduces the amount of pollution that enters the environment; by conserving resources (including water, raw materials, chemicals, and energy) use, or by minimizing waste generation (including domestic and industrial wastewater, solid and hazardous waste, and air emissions). A P2 Project must reduce pollution or waste within the process beyond what is required by federal, state, or local law, in order to be eligible for civil penalty offset under this Order. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Order or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind project shall be

one and a half times the penalty off-set amount. If Respondent chooses to implement a P2 project or an in-kind project, Respondent shall notify the Department of its election within 15 days of the issuance of the stipulated penalties letter.

20. If Respondent elects to implement a P2 Project as provided in paragraph 19, Respondent shall submit a completed P2 Project Plan within 30 days of the issuance of the stipulated penalties letter. The P2 Project Plan must be completed using Exhibit 1, "P2 Project Plan" template. If the Respondent elects to implement an in-kind project as provided in paragraph 18, Respondent shall submit a completed In-Kind Project Plan within 30 days of the effective date of this order.

21. In the event the Department requires additional information to process the P2 Project Plan or In-Kind Project Plan described in paragraph 19, Respondent shall provide a modified P2 Project Plan or In-Kind Project Plan containing the information requested by the Department within 30 days of the date of the request.

22. If any balance remains after the entire P2 or In-Kind credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to Respondent that the balance is due.

23. Respondent shall make all payments required by this Agreement by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "Department of Environmental Protection" and shall include both the OGC number assigned to this Agreement and the notation "Water Quality Assurance Trust Fund." Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this Agreement is final, effective and filed with the Clerk of the Department before Respondent is able to make online payment to the Department.

24. Except as otherwise provided, all submittals and payments required by this Agreement shall be sent to Hannah VanBuren, Department of Environmental Protection, 3319 Maguire Blvd. Suite 232 Orlando, FL 32803.

25. Respondent shall allow all authorized representatives of the Department access to the Facility and the Property at reasonable times for the purpose of determining compliance with the terms of this Agreement and the rules and statutes administered by the Department.

26. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Agreement, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (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, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent 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 Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

27. The Department, for and in consideration of the complete and timely performance by Respondent of all the obligations agreed to in this Agreement, hereby conditionally waives its right to seek judicial imposition of damages or civil penalties for the violations described above up to the date of the filing of this Agreement. This waiver is conditioned upon Respondent's complete compliance with all of the terms of this Agreement.

28. This Agreement is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a

settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Agreement does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

29. The Department hereby expressly reserves the right to initiate appropriate legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Agreement.

30. Respondent is fully aware that a violation of the terms of this Agreement may subject Respondent to judicial imposition of damages, civil penalties up to \$15,000.00 per day per violation, and criminal penalties.

31. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, F.S., on the terms of this Agreement. Respondent also acknowledges and waives its right to appeal the terms of this Agreement pursuant to section 120.68, F.S.

32. Electronic signatures or other versions of the parties' signatures, such as .pdf or facsimile, shall be valid and have the same force and effect as originals. No modifications of the terms of this Agreement will be effective until reduced to writing, executed by both Respondent and the Department, and filed with the clerk of the Department.

33. The terms and conditions set forth in this Agreement may be enforced in a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. Failure to comply with the terms of this Agreement constitutes a violation of section 403.161(1)(b), F.S.

34. This Settlement Agreement is a final order of the Department pursuant to section 120.52(7), F.S., and it is final and effective on the date filed with the Clerk of the Department unless a Petition for Administrative Hearing is filed in accordance with Chapter 120, F.S. Upon the timely filing of a petition, this Settlement Agreement will not be effective until further order of the Department.

35. Respondent shall publish the following notice in a newspaper of daily circulation in Marion County, Florida. The notice shall be published one time only within 30 days of the effective date of the Agreement. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication. The notice to be published shall provide as follows:

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NOTICE
OF SETTLEMENT AGREEMENT

The Department of Environmental Protection (“Department”) gives notice of agency action of entering into a Settlement Agreement with MARION COUNTY BOARD OF COUNTY COMMISSIONERS pursuant to section 120.57(4), Florida Statutes. The Settlement Agreement addresses the findings discussed in the Compliance Evaluation and Complaint Inspections conducted at 11400 SW 90th Terrace. The Settlement Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Central District 3319 Maguire Boulevard Suite 232 Orlando, FL 32803.

Persons who are not parties to this Settlement Agreement, but whose substantial interests are affected by it, have a right to petition for an administrative hearing under sections 120.569 and 120.57, Florida Statutes. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition concerning this Settlement Agreement means that the Department’s final action may be different from the position it has taken in the Settlement Agreement.

The petition for administrative hearing must contain all of 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.

The petition 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 at 3319 Maguire Boulevard Suite 232 Orlando, FL 32803. **Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Florida Statutes.** Within 10- days after filing a petition, a person whose substantial interests are affected by this Settlement Agreement may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes. Choosing mediation will not adversely affect such person's right to an administrative hearing if mediation does not result in a settlement.

Additional information about the mediation process and procedure is provided in section 120.573, Florida Statutes and Rule 62-110.106(12), Florida Administrative Code.

36. Rules referenced in this Agreement are available at <https://floridadep.gov/ogc/ogc/content/rules>.

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

ATTEST:

By: _____
Carl Zalak, III as Chairman

Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only,
approved as to form and legal sufficiency:


Matthew Guy Minter, County Attorney

FOR DEPARTMENT USE ONLY:

DONE AND AGREED this _____ day of _____, 2026, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director
Central District

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

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35

Attachment I

1. The Oak Run wastewater system is also supported by a comprehensive, industry best practice, maintenance and monitoring program encompassing daily, monthly, annual, and long-term inspection schedules.
 - a. On a daily basis, lift station operations are monitored using SCADA systems, which provide detailed insights into pump run times, pressure anomalies, signs of infiltration and inflow, and other abnormal behaviors. This real-time data allows technicians to detect and resolve potential issues proactively. Daily operations at the wastewater treatment facility include SCADA data logging and visual inspections of critical systems.
 - b. Monthly activities involve preventive maintenance visits to all lift stations, where technicians verify electrical performance, inspect pump and valve function, and remove grease and debris from wet wells and master stations. Plant operations include regulatory sampling, compliance reporting, and mechanical assessments such as amperage testing to monitor equipment wear.
 - c. Annually, all lift station components undergo a thorough inspection and servicing process. This includes tightening of electrical connections, valve exercises, cooling oil replacement, and impeller and wear ring assessments to ensure mechanical integrity and extend equipment lifespan.
 - d. Every five years, Marion County Utilities conducts a full acoustic inspection of the gravity sewer lines using the SL-RAT tool. The 2025 assessment revealed that the vast majority of the system is in good to excellent condition, with only a small portion requiring cleaning. Cleaning operations based on these findings are currently underway and integrated into the routine maintenance schedule.
 - e. At the Water Reclamation Facility, MCU staff conducts daily monitoring of treatment processes and operations. Operators, plant mechanics, electricians and

instrumentation techs operate and maintain the facility including continuous monitoring of plant operations, monitoring odor control system, visual inspections, sample collection and preventative maintenance.

- f. Marion County Utilities undertook a range of targeted infrastructure and operational improvements. Among the infrastructure upgrades were the installation and replacement of carbon canisters at high-odor locations, the procurement of Hi-vent systems for key lift stations, and the rehabilitation of critical manholes. Noise attenuation measures were also implemented to reduce community disturbances. The installation of Hi-vent systems were completed at lift stations OKR-001 and OKR-002. Operational practices were modified to address odor sources more effectively. Digester aeration protocols were revised to limit the formation of odor-causing compounds.
- g. Manual blow-offs of air release valves, which previously contributed to odor spikes, were discontinued. Biosolids hauling routes were adjusted to minimize disruptions to the community, and utility staff underwent training to improve responsiveness to odor complaints.
- h. Chemical odor mitigation efforts centered around the introduction of Thioguard injection at strategic locations throughout the system. This treatment resulted in an approximately 90 percent reduction in H₂S concentrations at key monitoring points, including OKR-008 and the Oak Run Wastewater Treatment Plant. Additional injection sites are being evaluated for future implementation.
- i. Community and stakeholder engagement were prioritized throughout the process. Residents were invited to participate in plant tours, public meetings, and Q&A sessions to build trust and transparency. Vendor partnerships played a key role in optimizing odor control units, piloting odor monitoring technologies, and tailoring chemical treatment strategies to the unique needs of the Oak Run system.
- j. Monitoring and evaluation activities were expanded through the use of the Sewer

Line Rapid Assessment Tool (SL-RAT), which acoustically inspected the gravity collection system. The assessment covered 96 percent of the system, or approximately 222,028 linear feet, and determined that only 3.4 percent required cleaning. Additionally, SmartCover H₂Scents loggers were installed to enable real-time tracking of H₂S levels, significantly enhancing response capabilities. Manhole rehabilitation began in October is continuing with a third-party vendor.

k. As part of the continuing efforts to address odors at the treatment plant and in the collection system, MCU has been working with consulting engineers with extensive experience in odor monitoring and mitigation to assist with an assessment of the system and develop additional strategies to mitigate odor.

2. For clarification purposes, the existing center ring is operated as a surge tank. This center ring is covered and connected to the existing odor control system. This project was completed in 2019/20. The outer ring of this tank will be converted to an Equalization Basin as part of the expansion of the plant. At that time, the design of the conversion to an Equalization Basin includes covering and connecting it to the odor control system. The Southwest Regional Water Reclamation Facility expansion is currently in design. The construction of the plant expansion is anticipated to be completed in 2029.

Exhibit 1

P2 Project Plan (Plan)

(Note: Provide the information specified and delete existing text within parentheses)

(Facility Name)

(Address)

(Telephone)

(Preparer Name/Title)

A. **Project Description:** (Summarize P2 Projects selected. Describe the processes or operations to be modified, and the specific changes to be made. Include details such as the specific equipment to be installed, materials to be substituted, and the actual changes to be made to processes or operations. Include manufacturer or vendor information, and specifications.)

B. **Environmental and Economic Benefits:** (Explain why and how each Project proposed constitutes P2.

Specify how each material, chemical, water and energy is saved, and from which processes or operations. Specify how each solid and hazardous waste, industrial wastewater and air emissions are generated, the waste type, and from which processes or operations. **Describe generally in paragraph format.**

Estimate the *annual* savings in *resources* - raw materials, chemicals, water, and energy at the process or operation front end. Estimate the *annual* reductions in *wastes* - solid and hazardous waste, wastewater, and air emission reductions at the process or operation back end.

Figures quoted should represent weights or volumes annually, and should be equalized for production rate changes. Associated cost savings should be included. **Describe specifically using the tables provided.**

Complete the first table for each per Project individually. Add or average corresponding figures from each Project table to complete the Plan table, *for multiple Projects.*)

<i>(Project Name)</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							

Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

<i>Summary of All P2 Projects</i>							
Annual Resource Consumption Comparison							
Item	Quantity Used (gal/lb/kwh-specify)			Purchasing Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Water							
Chemicals							
Materials							
Energy							
Total Annual Cost Savings =							
Annual Waste Generation Comparison							
Item	Quantity Generated (gal/lb/tons-specify)			Disposal Cost (\$)			Percent (%) Reduction
	Before	After	Reduction	Before	After	Reduction	
Hazardous Waste							
Industrial Wastewater							
Solid Waste							
Air Emissions							
Total Annual Cost Savings =							
Total Annual Avoided Cost Savings =							

C. **Project Cost:** (Include per Project the itemized, subtotal and Project total costs. A projected payback period in months or years needs to be included.)

Provide a grand total cost for all Projects and an averaged projected payback period, *for multiple Projects. Use list or table format for all.*)

D. **Implementation Schedule:** (Provide a brief discussion of the steps necessary to implement the Projects and expected time frames for completion. A table or list format is

preferred. The schedule shall include a list of milestones with dates, or timeframes based on Plan approval date, including Progress and Final Report submittals. Provide a description of any anticipated problems and options. *The implementation should take no longer than six months to complete.*)

E. Project Reporting:

1. Within 90 days of approval of the Project Plan, the Respondent shall submit a P2 Project Progress Report to the Department that describes the Respondent's progress in implementing the P2 Project and meeting the requirements in the Plan, and includes a list of equipment ordered, purchased, and/or installed.
2. Within 180 days of approval of the Plan, the Respondent shall submit to the Department a P2 Project Final Report that includes the following.
 - a. A confirmation that the information presented in Sections A-C of the Summary is unchanged, or an updated version with the sections changed appropriately. A statement that the Project(s) was/were implemented successfully. An explanation of any problems encountered and corrections applied.
 - b. Attached expense reports, receipts, purchasing instruments and other documents itemizing costs expended on preparing and implementing the Project.
3. The Department shall review the Final Report and determine:
 - a. Whether the project was properly implemented; and
 - b. Which expenses apply toward pollution prevention credits.
4. A \$1.00 pollution prevention credit for each \$1.00 spent on applicable costs will be applied against the portion of the civil penalty that can be offset.
 - a. The following costs are allowable to offset the allowable amount of the civil penalty:
 - i. Preparation of the P2 Project;
 - ii. Design of the P2 Project;
 - iii. Installation of equipment for the P2 Project;
 - iv. Construction of the P2 Project;
 - v. Testing of the P2 Project;
 - vi. Training of staff concerning the implementation of the P2 Project; and
 - vii. Capital equipment needed for the P2 Project.
 - b. The following costs shall not apply toward P2 credit:
 - i. Costs incurred in conducting a waste audit;
 - ii. Maintenance and operation costs involved in implementing the P2 Project;
 - iii. Monitoring and reporting costs;
 - iv. Salaries of employees who perform their job duties;
 - v. Costs expended to bring the facility into compliance with current law, rules and regulations;
 - vi. Costs associated with a P2 Project that is not implemented;
 - vii. Costs associated with a P2 Project that has not been approved by the Department; and
 - viii. Legal costs.
 - c. If any balance remains after the entire P2 credit is applied to the allowable portion of the civil penalty, Respondent shall pay the difference within 30 days of written notification by the Department to the Respondent that the balance is due.

5. The Department may terminate the P2 Project at any time during the development or implementation of it, if the Respondent fails to comply with the requirements in this document, act in good faith in preparing and implementing the project, or develop and implement the P2 Project in a timely manner. The Respondent may terminate the P2 Project at any time during its development or implementation.