



**CITY OF SANIBEL**

**WASTEWATER BIOSOLIDS HAULING AND  
DISPOSAL SERVICES  
BID NO. RFP-UT-25-001/BS**



**Appalachian Material Service, Inc.  
a Florida Corporation  
1250 Vigiron Road, Fort Meade, FL33841  
P.O. Box 12, Bartow, FL 33831  
FEIN 58-1849283**

**Office: 941-776-8706**

**March 12, 2025**

# CITY OF SANIBEL

## REQUEST FOR PROPOSAL SPECIFICATIONS

### **WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES**

**RFP-UT-25-001/BS**

February 10, 2025



*Public Works Department  
800 Dunlop Road, Sanibel, FL 33957  
(239)472-6397*

**PROPOSALS DUE BY:** 2:30 PM, (ET) March 13, 2025

**PRE-BID CONFERENCE:** NONE

**NO QUESTIONS WILL BE ACCEPTED AFTER:** 5:00 PM, (ET) March 3, 2025 all questions must be submitted in writing to [jason.goodrich@mysanibel.com](mailto:jason.goodrich@mysanibel.com) and received by stated time.

**SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME  
AND ADDRESS OF THE BIDDER.**

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Request for Proposal Title and the Request for Proposal Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.



City of Sanibel

**CITY OF SANIBEL, FLORIDA**  
**REQUEST FOR PROPOSALS**

**CITY OF SANIBEL, FLORIDA ADVERTISEMENT FOR REQUEST FOR PROPOSAL**

Legal Notice is hereby given that sealed proposals will be received at the City of Sanibel, Public Works Department, 750 Dunlop Rd., Sanibel, Florida 33957 until 2:30 P.M., on Thursday, March 13, 2025. Any proposal presented later than the above time, or at another location, will be refused or, if received by mail, will be returned. Facsimile proposals will not be accepted.

**WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES**

Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

Any firm interested in providing wastewater residual disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of residuals; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection

Proposals shall be properly and completely executed on a standard proposal form. No proposer may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than sixty (60) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities. Specifications, scope of work and proposal forms for the work may be downloaded from DemandStar Corporation at [www.demandstar.com](http://www.demandstar.com), or <https://www.mysanibel.com/government/public-works-department/useful-links/city-bids>. Contact Jason.Goodrich@mysanibel.com with questions.

AFFIDAVIT REQUESTED  
PUBLISH ONE TIME  
Fort Myers News-Press  
February 10, 2025





## SECTION I

### INFORMATION & INSTRUCTIONS

#### City of Sanibel

- 1.0 Submission Requirements:** The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All proposals shall be marked **Wastewater Biosolids Hauling and Disposal Services**. Proposers shall file all documents necessary to support their proposal and include them with their proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.
- 1.1 Proposal Format:** Proposals shall include the following information, at a minimum:
- This Request for Proposal Document signed by the responsible party.
  - Detailed description of capabilities as requested.
  - Fee Proposals per instructions in Section III.
  - Description of vendor's staff location, capabilities, and roles.
  - References (municipal agencies and/or local businesses) with contact names and phone numbers.
  - All information requested in the request for proposal document.
- 1.2** It is the sole responsibility of the proposer to assure that they have received the entire Request for Proposal.
- 1.3** Proposers will be notified in writing of any change in the specifications contained in this RFP through an addendum.
- 1.4** No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Sanibel.
- 1.5 Right of Rejection and for Additional Information:**
- Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.
  - Proposals received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all proposals from any proposer. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.



- c. Prior to the final selection, proposers may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the proposer's qualifications.

- 1.6 Requests for Clarification:** Any and all questions of proposers regarding this RFP, whether technical, procedural or otherwise, must be submitted in writing to [jason.goodrich@mysanibel.com](mailto:jason.goodrich@mysanibel.com) or by mail at the address designated in Section 1.14 below and must be received within TEN (10) days of the RFP due date. Only the interpretation or correction issued in writing by the City of Sanibel, through an Addendum to this RFP, shall be binding. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Addenda document page.
- 1.7 Denial of Reimbursement:** The City of Sanibel will not reimburse proposers for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
- 1.8 Right of Withdrawal:** A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.
- 1.9 Right of Negotiation:** The City of Sanibel reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
- 1.10 Exceptions to the RFP:** Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantages to be gained or disadvantages to be incurred by the City as a result of these exceptions.
- 1.11 Rights to Submitted Materials:** All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Sanibel when received.
- 1.12 Basis of Award:** Proposals will be evaluated according to the following criteria at a minimum:

1.	Qualifications on Similar Sized Projects– 25 points.
2.	Municipal Experience – 10 points.
3.	Key Staff Project Understanding and Approach, Staff Ability, Location of Firm – 20 points.
4.	Technical Capabilities / Reporting Systems - 20 points
5.	Cost Proposal – 25 points.

- 1.13 Copies:** An original of the proposal and supporting documents must be submitted in response to the RFP including a digital copy on a flash drive.

- 1.14 Contacts:** Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. Questions regarding this request for proposal should be directed to:

City of Sanibel  
Public Works Department  
Jason Goodrich, Deputy Utilities Director  
800 Dunlop Road  
Sanibel, FL 33957  
Phone (239) 472-6397

- 1.15 Contract:** Fee for services will be negotiated with the selected Contractor, and the Contractor will be required to enter into a formal contract with the City of Sanibel based solely on the Scope of Services provided in this RFP or through any Addendums to this RFP.
- 1.16 Contract Term:** This Contract will be in-place for a five (5) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than seven years maximum without City Council approval.
- 1.17 Termination of Contract:** The City of Sanibel may cancel the contract at any time for breach of contractual obligations by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for cause, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider.
- 1.18 Cooperative Purchasing:** Other government agencies may be allowed to piggyback on this contract.
- 1.19 Compliance with Laws:** In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal and State laws, regulations, and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.
- 1.20 Public Records:** Unless specifically exempted by Florida law, in whole or in part, Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:



- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**SANIBEL CITY CLERK**

**800 DUNLOP ROAD**

**SANIBEL, FLORIDA 33957**

**(239) 472-3700**

**[scotty.kelly@mysanibel.com](mailto:scotty.kelly@mysanibel.com)**

**1.21 E-Verify:** In compliance with Section 448.095, Fla. Stat., CONTRACTOR, and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- a. CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- b. The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section



may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- e. Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

#### **1.22 QUALIFICATIONS OF THE FIRM: (unless otherwise noted)**

- A. Contractor shall provide a description and history of the firm on previous governmental experience using the following guidelines:

1. Proposers will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein.
2. Recent experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal.
3. Must have a minimum of 5 years' experience providing Wastewater Biosolids Hauling and Disposal for the municipal / governmental industry.
4. Proposers shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to the City.

\*The City Reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation indicates an inability of the proposer to perform.

- B. Provide at least three (3) references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

#### **1.23 QUALIFICATIONS OF THE STAFF: Provide an organizational chart, resumes if available, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager / supervisor, personnel, etc.) must be full-time employees of the proposed firms and have experience in the following:**

1. Experience demonstrating current capacity and current expertise in Wastewater Biosolids Hauling and Disposal. The proposer must demonstrate experience managing Wastewater Biosolids Hauling and Disposal for at least three (3) entities.

2. The awarded vendor's supervisory personnel will routinely be dealing with designated City personnel. The vendor will ensure these supervisors are conversant in English. Moreover, any of the awarded vendor's personnel who have regular interaction with City staff, take direction from City staff, and / or perform their duties in the absence of the vendor's supervisory personnel, will also be conversant in English.

**1.24 INSURANCE:** Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

**A. Types:** The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.
2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

**B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

**C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

D. **Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

**1.25 INDEMNIFICATION:** Proposer, at its own expense and without exception, in consideration of the first One Hundred Dollars (\$100.00) to be paid under this contract, the receipt and sufficiency of which is accepted, shall indemnify, defend, and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City of Sanibel, its employees, and agents, from all suits, actions or any other liability of any nature or kind, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed hereunder.

**1.26 TECHNICAL CAPABILITIES AND REPORTING:** Provide a description of the proposer's approach to the project, to include startup procedures/requirements, daily operations and overall management plans for City Wastewater Biosolids Hauling and Disposal, billing/invoices reporting procedures to the City.

**1.27 COST PROPOSAL:** Each proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the unit rates submitted by the Contractor for the first five (5) years and submitted on the cost proposal form for the services listed. This Contract will be automatically extended for (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract.





## **SECTION II**

### **SCOPE OF WORK**

#### **City of Sanibel**

##### **2.0 INTRODUCTION**

The City of Sanibel, Florida, (the "City") is seeking Bids from qualified firms to perform the hauling and disposal of approximately 1.5 million gallons of liquid wastewater biosolids (sludge) annually, to enable the City to fully comply with all applicable requirements defined in the current operating permit issued by the Florida Department of Environmental Protection. Hauling will be on an as-needed basis from the City's Donax Wastewater Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s). The City is seeking a firm or firms willing to accept the appropriate responsibility as defined in the current operating permit issued by the Florida Department of Environmental Protection

##### **2.1 SCOPE OF WORK**

Successful Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).

The City of Sanibel is currently permitted by the Florida Department of Environmental Protection to transfer biosolids generated by the Donax WRF to the Lee/Hendry County Regional Solid Waste Disposal Facility or a Class I solid waste landfill.

Any firm interested in providing wastewater biosolids hauling and disposal services to the City should submit a bid outlining at a minimum, the following information: 1) Charges (per gallon of liquid wastewater biosolids) for hauling and disposing of wastewater biosolids; 2) Evidence of FDEP approved disposal site in full compliance with the applicable provisions of the Florida Administrative Codes and Code of Federal Regulations as defined in the current operating permit issued by the Florida Department of Environmental Protection;

The selected firms will be required to enter into a one-time hauling contract with the City, which will include but not be limited to acceptance of responsibility for proper disposal of wastewater biosolids in full compliance with the applicable provisions presently written or modified in the current operating permit issued by the Florida Department of Environmental Protection.

No amount of work is or will be guaranteed or implied. The contract(s) to be awarded under this RFP will be utilized only in the event of specified tasks being issued. As such, no compensation will accrue to the VENDOR unless and until the contract is utilized in anticipation of a requested task. Potential VENDORS are solely responsible for their own costs of developing the proposal associated with this RFP.

##### **2.2 LEGAL REQUIREMENTS**

Successful Contractor(s) must conform to all applicable statutes, regulations, and ordinances

of the Federal, State, and Local Governments, including all Florida Department of Transportation (FDOT) regulations.

### **2.3 ESTIMATED ANNUAL REQUIREMENTS**

The City's Donax WRF currently generates approximately 1.5 million gallons of liquid wastewater biosolids annually, held under aerobic conditions, at a total solids concentration of 3.5% or less.

### **2.4 COORDINATION WITH PLANT ACTIVITIES**

Contractor shall remove and haul wastewater biosolids from the Donax WRF during normal business hours (Monday through Friday 7AM-5PM). All activities performed by the Contractor shall be conducted in such a manner as to not disrupt the operation of the wastewater treatment facilities. The Contractor shall coordinate its activities with those of the City at the Wastewater Treatment Facilities. Contractor shall provide wastewater biosolids hauling and disposal services within seven (7) working days of the request.

### **2.5 RELIABILITY**

The City expects that the services proposed will be highly reliable in all weather conditions. Reliability criteria shall apply to all equipment, transportation, sub-agreements, and systems and shall apply to all disposals. Bidders shall address reliability in their proposal to show how the operation will meet the reliability standards when key equipment is out of service.

### **2.6 PRICES**

Bid prices will include all transportation and disposal fees, tipping fees, environmental and licensing fees, etc., if necessary. The City of Sanibel is a Municipality and, therefore, is tax exempt.

### **2.7 LIABILITY**

The successful Contractor will be responsible for the immediate cleanup of all spills, regardless of location or time. In addition, the successful Contractor will be responsible for any damage to City of Sanibel property or any designated vendor sites caused by the Contractor.

### **2.8 LICENSES AND PERMITS**

All equipment operated by & disposal site(s) used by the successful Contractor will be properly licensed and permitted. Licenses may be required by the State of Florida, Lee County, or the City of Sanibel to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

At a minimum, vendors must submit the following:

1. Certified and or qualified to complete the project per project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.

4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

### **3 CITY AUTHORIZED DISPOSAL OF BIOSOLIDS (WASTEWATER SLUDGE)**

The Contractor shall submit a per gallon cost for the hauling and disposal of each form of wastewater biosolid (sludge) listed below. It is the Contractor's responsibility to understand and adhere to what is outlined and mandated in Chapter 62-640 F.A.C. This includes providing disposal site(s) throughout the length of this contract that are permitted by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. **At no time will City of Sanibel Wastewater sludge be hauled and disposed out of the State of Florida.**

1. The City is required to keep hauling records to track the transport of biosolids. Therefore, the Contractor shall provide the following information on each of the delivery tickets submitted daily:

#### **Source Facility**

1. Date and time shipped
2. Amount of biosolids shipped
3. Name and ID Number of treatment facility
4. Signature of responsible party at source facility
5. Signature of hauler and name of hauling firm

#### **Biosolids Treatment Facility or Treatment Facility**

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility.

### **3.1INSURANCE**

Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in Lee County, Florida.

- A. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workers' Compensation, Commercial General Liability, and Automobile Liability as detailed in the following specifications:

1. Workers Compensation Insurance in compliance with Chapter 440, Florida Statutes, for all employees working under the contract. If any work is sublet, Contractor shall require subcontractors to provide the same statutorily required Workers' Compensation Insurance.



2. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
  3. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of Contractor pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.
- B. Evidence:** As evidence of specified insurance coverage, the City may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without thirty (30) days' notice in writing to be delivered by registered mail to the City. Should any policy be canceled before final payment by the City to the Contractor and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. Adequacy of Performance:** Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the City reserves the right to procure such insurance and to charge the cost thereof to the Contractor.
- D. Payment of Damages:** Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.



City of Sanibel

### SECTION III COST PROPOSAL

#### BID TABULATION RFP UT25-001/BS

#### Wastewater Treatment Plant – Wastewater Biosolids Hauling and Disposal Services

Contractor(s) shall remove, haul/transport, and dispose of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax St., Sanibel, Florida 33957, to the designated (and properly permitted) Contractor site(s).

#### Wastewater Biosolids Hauling and Disposal

Task	DESCRIPTION	COST	UNIT
1	<b>Wastewater Biosolids Hauling and Disposal Services</b>  Provide all labor, equipment, permits, tipping fees, and all other associated costs to properly remove, transport, and dispose of liquid wastewater biosolids to the designated (and properly permitted) Contractor site(s).	Year One \$ 340	/1,000 Gallons Wet
		Year Two \$ 360	/1,000 Gallons Wet
		Year Three \$ 380	/1,000 Gallons Wet
		Year Four \$ 400	/1,000 Gallons Wet
		Year Five \$ 420	/1,000 Gallons Wet

ADDENDA

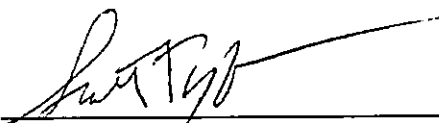
Receipt of Addenda No's. 1, 1a and 2 is hereby acknowledged.

Respectfully submitted,  
Appalachian Material Service  
Vendor Name

Individual ( ☐ ) Partnership ( ☐ ) Corporation ( ☒ )

(Please select type of business above)

(SEAL)

Signed 

Name (print) Scott Taylor

Title Owner/Chairman

Address PO Box 12,

City/State/Zip Bartow, FL 33831

Telephone 941 776-8706

Fax N/A

Email admin@amsinc.services

DATE:

March 11, 2025

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.



## SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "OWNER") and \_\_\_\_\_, (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, OWNER and CONTRACTOR hereby agree as follows:

1. Contractor(s) shall be responsible for the removal, hauling, and disposal of liquid wastewater biosolids (sludge) from the City of Sanibel Donax Water Reclamation Facility (WRF) located at 930 Donax Street, Sanibel, Florida, 33957, to the designated (and properly permitted) Contractor(s) site(s).
2. The CONTRACTOR agrees to perform all of the work described in the attached Hauling and Disposal Services and the Contract Documents for the total sum of \$\_\_\_\_\_ per 1000 gallons for year one, \$\_\_\_\_\_ per 1000 gallons for year two, \$\_\_\_\_\_ per 1000 gallons for year three, \$\_\_\_\_\_ per 1000 gallons for year four and , \$\_\_\_\_\_ per 1000 gallons for year five, and said amount being the yearly price as listed on the Contractor's bid proposal form as submitted for this project.
3. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
  - A. Request for Proposal
  - B. Section I – Information & Instructions
  - C. Section II – Scope of Work
  - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

4. The OWNER shall pay CONTRACTOR for such hauling and disposal services in the manner and at such times as set forth in the General Conditions for Bid.
5. The term of this Agreement shall be from \_\_\_\_\_, 2025, to \_\_\_\_\_, 2030. This Contract will be in-place for a five (5) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index for All Urban Consumers (CPI-U), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise

terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than seven years maximum without City Council approval.

6. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
  - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
  - B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
  - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
7. OWNER shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the OWNER is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the OWNER shall be added as an additional insured for purposes of all insurance coverage.
8. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall always be employees of the CONTRACTOR and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
9. CONTRACTOR hereby agrees to indemnify and hold OWNER, OWNER's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient. This indemnity obligation shall not extend to any damages, costs, expenses, claims, suits, actions, or other liability related to or arising out of the negligent or more culpable conduct of the OWNER, its employees, and agents.
10. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.
11. This Contract may be terminated by OWNER in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by OWNER.

12. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of OWNER, such consent to be at the sole discretion of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST:

OWNER: CITY OF SANIBEL

\_\_\_\_\_  
Scotty Lynn Kelly, MMC City Clerk

BY: \_\_\_\_\_  
Dana Souza, City Manager

\_\_\_\_\_  
Witness #1 Signature

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
Witness #1 Printed Name

BY: \_\_\_\_\_  
Owner / Authorized Agent Signature

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Owner / Authorized Agent Printed Name

\_\_\_\_\_  
Witness #2 Printed Name

EMAIL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
John Agnew, City Attorney

\_\_\_\_\_  
Date



City of Sanibel

**ADDENDUM NO. 1**  
**February 26, 2025**

RE: Wastewater Biosolids Hauling and Disposal Services (RFP-UT-25-001/BS) Proposal due date:  
March 13, 2025 @ 2:30PM

FROM: City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

**A. Questions and Answers**

Question No. 1: What is the anticipated frequency and volume of hauling for this service? I assume the volume varies seasonally.

Response No. 1: No amount of work is or will be guaranteed or implied. The City's Donax Water Reclamation Facility (WRF) currently produces approximately 1.5 million gallons of liquid wastewater biosolids annually. The volume and frequency of biosolid hauling vary throughout the year, with weekly hauling during peak season and intervals extending up to eight weeks during the off-season. Weekly hauling volumes can range from 18,000 gallons during the off-season to 114,000 gallons during peak season, depending on operational requirements. Average hauling is approximately 58,000 gallons every other week.

Question No. 2: On average, how many gallons per week in season and off season do you anticipate needing to be hauled off and disposed.

Response No. 2: See Response No. 1.


Question No. 3: I would like to have a copy of the current pricing contract for your wastewater treatment plant - wastewater biosolids hauling and disposal services.

Response No. 3: The City's current pricing through Karle Enviro Organic Recycling for wastewater biosolids and disposal services is \$0.17/gallon (wet).



**A. ACKNOWLEDGEMENT OF ADDENDA**

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of ITB-UT-0-2025/SK remain the same.
- c. Receipt acknowledged by:

 09 March 25

Authorized Signature & Date Signed

OWNER / CHAIRMAN

Title

APPALACHIAN MATERIAL SERVICE

Name of Firm



City of Sanibel

**ADDENDUM NO.  
1 Revised  
February 26, 2025**

**RE:** Wastewater Biosolids Hauling and Disposal Services (RFP-UT-25-001/BS) Proposal due date:  
March 13, 2025 @ 2:30PM

**FROM:** City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

**TO:** Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

**A. Questions and Answers**

**Question No. 1:** What is the anticipated frequency and volume of hauling for this service? I assume the volume varies seasonally.

**Response No. 1:** No amount of work is or will be guaranteed or implied. The City's Donax Water Reclamation Facility (WRF) currently produces approximately 1.5 million gallons of liquid wastewater biosolids annually. The volume and frequency of biosolid hauling vary throughout the year, with weekly hauling during peak season and intervals extending up to eight weeks during the off-season. Weekly hauling volumes can range from 18,000 gallons during the off-season to 114,000 gallons during peak season, depending on operational requirements. Average hauling is approximately 58,000 gallons every other week.

**Question No. 2:** On average, how many gallons per week in season and off season do you anticipate needing to be hauled off and disposed.

**Response No. 2:** See Response No. 1.

**Question No. 3:** I would like to have a copy of the current pricing contract for your wastewater treatment plant - wastewater biosolids hauling and disposal services.

**Response No. 3:** The City's current pricing through Karle Enviro Organic Recycling for wastewater biosolids and disposal services is \$0.17/gallon (wet).

**A. ACKNOWLEDGEMENT OF ADDENDA**

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of RFP-UT-25-001/BS remain the same.
- c. Receipt acknowledged by:

 09 March 25

Authorized Signature & Date Signed

OWNER / CHAIRMAN

Title

APPALACHIAN MATERIAL SERVICE

Name of Firm



City of Sanibel

**ADDENDUM NO. 2**  
**March 3, 2025**

RE: Wastewater Biosolids Hauling and Disposal Services (RFP-UT-25-001/BS) Proposal due date:  
March 13, 2025 @ 2:30PM

FROM: City of Sanibel  
800 Dunlop Road  
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

**A. Questions and Answers**


Question No. 1: The City of Sanibel is currently permitted by the FDEP to transfer biosolids generated by the Donax WRF to the Lee/Hendry County Regional Solid Waste Disposal Facility or a Class I solid waste landfill. Can Compost USA of Highlands County Permit #FLAB07164 be put on the permit?

Response No. 1: Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]. This agreement shall be established between the awarded Contractor(s) and the designated alternative biosolids treatment facility. However, if the awarded Contractor(s) also serve as the alternative biosolids treatment facility, the agreement shall be between the awarded Contractor(s) and the City.



**A. ACKNOWLEDGEMENT OF ADDENDA**

- a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
- b. All other terms, conditions and specifications of RFP-UT-25-001/BS remain the same.
- c. Receipt acknowledged by:

 09 March 25

Authorized Signature & Date Signed

OWNER / CHAIRMAN

Title

APPALACHIAN MATERIAL SERVICE

Name of Firm



## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and Hugo Carter of Carter's 7C's Inc., (Lessor), issued on April 14, 2024, is for the annual usage of the DEP Permit FLA290131 for the 7C Carter Ranch Biosolids Land Application Site..

This contract gives Appalachian Material Service, Inc. the ability to utilize the permit to land apply treated biosolids in accordance with the terms and conditions of the permit. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability with regard to hours and labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.

The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the permit expiration date of April 23, 2028 if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60 day written notice.

Signed on

3/11/24

By:

Date

Bernie L. Thompson III

Bernie L. Thompson III  
President

Maria A. Flores

Maria Flores  
Witness

Notarized by:

William D. Hauser

William D. Hauser General Manager  
Stamp

3/11/24

Date

Signed on

3/11/24

By:

Date

Hugo Carter

Hugo Carter  
Owner

CLAUDE B. CARTER

Witness

Notarized



William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary

William D. Hauser General Manager  
Stamp

3/11/2024

Date



## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and John Melton of Jack Melton Family Inc., (Lessor), issued on April 24, 2018, is for the annual usage of the DEP Permit FLA287709 for the Melton Biosolids Land Application Site and the sum charged for this agreement will be agreed upon annually.

This contract gives Appalachian Material Service, Inc. the ability to utilize the permit to land apply treated biosolids in accordance with the terms and conditions of the permit. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability with regard to hours and labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.

The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the permit expiration date of April 23, 2028 if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60 day written notice.

Signed on 3-11-2024

By: \_\_\_\_\_ Date

Bernie L. Thompson III  
Bernie L. Thompson III  
President

Maria Flores  
Maria Flores  
Witness

Notarized by: \_\_\_\_\_  
William D. Hauser General Manager  
Stamp



3-11-2024  
Date

Signed on 3-11-2024

By: \_\_\_\_\_ Date

Johnny Melton  
Johnny Melton  
Owner

Matt Sullens  
Matt Sullens  
Witness

Notarized by: \_\_\_\_\_  
William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonder thru Aaron Notary  
Stamp



3-11-2024  
Date

William D. Hauser





## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219

Phone: 941-776-8706

P.O. Box 97 Terra Ceia, FL 34250

[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

This agreement made between Appalachian Material Service, Inc., (Lessee) and Karlene Nordgren, (Lessor), is for the annual usage of the DEP Permit FLA280348 for the Nordgren Biosolids Treatment Facility (hereby known as the BTF), issued on May 15, 2017, and the Biosolids Land Application Site FLA287717, (hereby known as the BLAS) issued on April 10, 2018. The sum charged for this agreement will be agreed upon annually.

This contract gives Appalachian Material Service, Inc. the ability to utilize the BTF permit and the BLAS permit to operate and manage both in accordance with the terms and conditions of the permits. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability regarding licensed operator hours, labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.


The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the permit expiration date of April 10, 2028, if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60-day written notice.

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Bernie L. Thompson III  
Bernie L. Thompson III  
President

Maria Flores  
Maria Flores  
Witness


Notarized  William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary  
William D. Hauser  
William D. Hauser  
Stamp

3-11-2024  
Date

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Karlene Nordgren  
Karlene Nordgren  
Owner

Earl Nordgren  
Earl Nordgren  
Witness

Notarized  William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary  
William D. Hauser  
William D. Hauser  
Stamp

3-11-2024  
Date





## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and Dale Albritton of Hart Pasture, LLC, (Lessor), issued on May 8, 2022, is for the annual usage of the DEP Permit FLA288233 for the Hart Albritton Biosolids Land Application Site, (BLAS).

This contract gives Appalachian Material Service, Inc. the ability to utilize the permit to land apply treated biosolids in accordance with the terms and conditions of the permit. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability with regard to hours and labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.

The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the renewed permit expiration date of May 07, 2032, if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60 day written notice.

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Bernie L. Thompson II  
Bernie L. Thompson II  
President

Maria Flores  
Maria Flores  
Witness

Notarized



William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary

William D. Hauser  
William D. Hauser General Manager  
Stamp

3-11-2024  
Date

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Dale Albritton  
Dale Albritton  
Owner

Sabrina A. Smithers  
Witness

Notarized by:



William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary

William D. Hauser  
William D. Hauser General Manager  
Stamp

3-11-2024  
Date

ANTONIO A. BARRERA

10124 DAYBREAK GLN

PARRISH, FL 34219

PHONE -719-246-7162

DOH: 05/23/2024

DOB: 06/24/1971

DRL: B660-001-71-224-0

SS#: 522-45-7950

EMERGENCY CONTACT: ELNA BARRERA WIFE -719-360-5702

FULL TIME DRIVER /HOURLY

HIRE: 05/23/2024 FOR \$24.50/HR

INCREASES:

07/23/24: 90 DAY SERVICE INCREASE TO \$ /HOUR.

BONUS HISTORY:





## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and Karlene Nordgren, (Lessor), is for the annual usage of the DEP Permit FLA280348 for the Nordgren Biosolids Treatment Facility (hereby known as the BTF), issued on May 15, 2017, and the Biosolids Land Application Site FLA287717, (hereby known as the BLAS) issued on April 10, 2018. The sum charged for this agreement will be agreed upon annually.

This contract gives Appalachian Material Service, Inc. the ability to utilize the BTF permit and the BLAS permit to operate and manage both in accordance with the terms and conditions of the permits. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability regarding licensed operator hours, labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.


The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the permit expiration date of April 10, 2028, if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60-day written notice.

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Bernie L. Thompson III  
Bernie L. Thompson III  
President

Maria Flores  
Maria Flores  
Witness


Notarized   
William D. Hauser  
William D. Hauser  
Stamp

3-11-2024  
Date

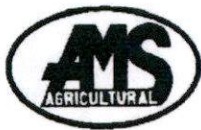
Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Karlene Nordgren  
Karlene Nordgren  
Owner

Earl Nordgren  
Earl Nordgren  
Witness

Notarized   
William D. Hauser  
William D. Hauser  
Stamp

3-11-2024  
Date



## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and Dale Albritton of Hart Pasture, LLC, (Lessor), issued on May 8, 2022, is for the annual usage of the DEP Permit FLA288233 for the Hart Albritton Biosolids Land Application Site, (BLAS).

This contract gives Appalachian Material Service, Inc. the ability to utilize the permit to land apply treated biosolids in accordance with the terms and conditions of the permit. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability with regard to hours and labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.


The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the renewed permit expiration date of May 07, 2032, if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60 day written notice.

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Bernie L. Thompson III  
Bernie L. Thompson III  
President

Maria Flores  
Maria Flores  
Witness

Notarized by:   
William D. Hauser  
William D. Hauser General Manager  
Stamp

William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary

3-11-2024  
Date

Signed on 3-11-2024  
By: \_\_\_\_\_ Date

Dale E. Albritton  
Dale Albritton  
Owner

Lickenna H. Smythers  
Witness

Notarized by:   
William D. Hauser  
William D. Hauser General Manager  
Stamp

William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonded Thru Aaron Notary

3-11-2024  
Date



ANTONIO A. BARRERA

10124 DAYBREAK GLN

PARRISH, FL 34219

PHONE -719-246-7162

DOH: 05/23/2024

DOB: 06/24/1971

DRL: B660-001-71-224-0

SS#: 522-45-7950

EMERGENCY CONTACT: ELNA BARRERA WIFE -719-360-5702

FULL TIME DRIVER /HOURLY

HIRE: 05/23/2024 FOR \$24.50/HR

INCREASES:

07/23/24: 90 DAY SERVICE INCREASE TO \$ /HOUR.

BONUS HISTORY:



## Appalachian Material Service, Inc.

9321 Moccasin Wallow Rd. Parrish, Florida 34219  
P.O. Box 97 Terra Ceia, FL 34250  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

Phone: 941-776-8706

This agreement made between Appalachian Material Service, Inc., (Lessee) and Hugo Carter of JMC Ranch, LLC, (Lessor), issued on April 24, 2018, is for the annual usage of the DEP Permit FLA290386 for the JMC Ranch BLAS (Biosolids Land Application Site).

This contract gives Appalachian Material Service, Inc. the ability to utilize the permit to land apply treated biosolids in accordance with the terms and conditions of the permit. The term of this agreement is from April 1, 2024, through March 31, 2025. AMS shall assume all responsibility and liability with regard to hours and labor, reporting requirements and inspections as required by the Southwest District of the Department of Environmental Protection.

The Lessee shall indemnify and hold Lessor harmless for and against any claims, suits, damages, actions or causes of actions arising during the term of this lease for any personal injury, loss of life or damages sustained in, on or about the Biosolids Treatment Facility because of operations.

This contract is automatically renewed annually until the permit expiration date of April 23, 2028 if agreed upon by both the lessor and lessee. Either party may opt out of this agreement by delivering a 60 day written notice.

Signed on 3/11/24  
By: \_\_\_\_\_ Date

Bernie L. Thompson III  
Bernie L. Thompson III  
President

Maria Flores  
Maria Flores  
Witness

Notarized by:

William D. Hauser  
William D. Hauser General Manager  
Stamp

3/11/24  
Date

Signed on 3/11/24  
By: \_\_\_\_\_ Date

Hugo Carter  
Hugo Carter  
Owner  
CLAUDE B CARTER

\_\_\_\_\_  
Witness

Notarized by:

William D. Hauser  
Comm. #GG987807  
Expires: June 2, 2024  
Bonds Thru Aaron Notary  
William D. Hauser General Manager  
Stamp

3/11/2024  
Date



## Florida Department of Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

January 11, 2016

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Stevenson  
Secretary

In the Matter of an  
Application for Permit by:

A. Jon Wimpy, President  
Appalachian Material Services, Inc.  
P. O. Box 97  
Terra Ceia, FL 34250  
(941) 776-8706  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

File Number: FLA467049-004-DW2S/NRL  
Polk County  
AMS, Inc. Central BTF

### NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA467049 to operate the AMS, Inc. Central BTF, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.



A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (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 determination;
- (c) A statement of when and how the petitioner received notice of the Department's 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 Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department'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 Department to take with respect to the Department's proposed action.

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


Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
Pamala Vazquez  
Interim Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District



FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

Rhonda Hughes

[Clerk]

January 11, 2016

[Date]

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on January 11, 2016 to the listed persons.

Rhonda Hughes

Name

January 11, 2016

Date

Copies furnished to:

Ramandeep Kaur, PhD, FDEP SWD, [Ramandeep.Kaur@dep.state.fl.us](mailto:Ramandeep.Kaur@dep.state.fl.us)

Elaine Gracik, FDEP SWD, [Elaine.Gracik@dep.state.fl.us](mailto:Elaine.Gracik@dep.state.fl.us)

Bekkah Marshall, FDEP SWD, [Bekkah.Marshall@dep.state.fl.us](mailto:Bekkah.Marshall@dep.state.fl.us)



# Florida Department of Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA BIOSOLIDS TREATMENT FACILITY PERMIT

**PERMITTEE:**

Appalachian Material Services, Inc.

**RESPONSIBLE OFFICIAL:**

A. Jon Wimpy, President  
P. O. Box 97  
Terra Ceia, FL 34250  
(941) 776-8706  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

**PERMIT NUMBER:**

FLA467049

**FILE NUMBER:**

FLA467049-004-DW2S/NRL

**EFFECTIVE DATE:**

May 25, 2016

**EXPIRATION DATE:**

May 24, 2026

**FACILITY:**

AMS, Inc. Central BTF  
State Road 17 and Vigiron Road  
Fort Meade, FL 33880  
Polk County  
Latitude: 27° 47' 58" N Longitude: 81° 48' 41" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

**BIOSOLIDS TREATMENT:**

To operate, an existing Type II, 1,625 dry tons/year Biosolids Treatment Facility (BTF) consisting of two grit removal tanks, one hopper of 6,000 gallons, one lime-slurry tank of 10,000 gallons, one water tank of 25,000 gallons, and five mixing/stabilization tanks of 207,000 gallons total volume. This facility is operated to provide Class B lime stabilization of domestic wastewater biosolids for land application.

**BIOSOLIDS LAND APPLICATION OR DISPOSAL:**

Lime stabilized Class B biosolids will be land applied at a permitted Biosolids Land Application Site (BLAS), in accordance with agronomic rates at land-application zones specified in the BLAS's Nutrient Management Plan (NMP). Other methods of disposal include being transferred to another BTF or disposed of in a Class I solid waste landfill.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 17 of this permit.

PERMITTEE: Appalachian Material Service, Inc.  
FACILITY: AMS, Inc. Central BTF

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## I. BIOSOLIDS LIMITATIONS AND MONITORING REQUIREMENTS

### A. Class B Biosolids Quantity Limitations and Monitoring Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, domestic wastewater biosolids, septage and food-service establishment sludges shall be treated by lime stabilization to produce Class B biosolids at the BTF. The BTF shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.16:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Monitoring	Sample Type	Monitoring Site Number	Notes
Biosolids Quantity (Received)	dry tons	Max Max	Report 1,625	Daily Total Annual Total	Daily; Every 24 hours	Calculated	RMP-01	
Biosolids Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02	
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02	
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-02	

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2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-01	Influent prior to treatment.
RMP-02	After final treatment prior to disposal.

3. Biosolids generated by this facility may be land applied at a permitted BLAS, transferred to a BTF or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids.
4. The permittee shall monitor and keep records of the quantities of biosolids received from source facilities, treated, land applied, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]



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**B. Class B Biosolids Treatment and Monitoring Requirements**

1. During the period beginning on the effective date and lasting through the expiration date of this permit, domestic wastewater biosolids, septage and food-service establishment sludges shall be treated by lime stabilization to produce Class B biosolids at the BTF. The BTF shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.16:

			Reclaimed Water Limitations		Monitoring Requirements			
Parameter	Units	Max/Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
pH, initial reading	s.u.	Min	12.0	Single Sample	Each Batch	Grab	RMP-03	See I.B.6
Temperature at initial reading	Degrees Celsius	Min	25.0	Single Sample	Each Batch	Grab	RMP-04	See I.B.5
pH, after 2 hours	s.u.	Min	12.0	Single Sample	Each Batch	Grab	RMP-03	See I.B.6
Temperature at 2 hour reading	Degrees Celsius	Min	25.0	Single Sample	Each Batch	Grab	RMP-04	See I.B.5
pH, after 24 hours	s.u.	Min	11.5	Single Sample	Each Batch	Grab	RMP-03	See I.B.6
Temperature at 24 hour reading	Degrees Celsius	Min	25.0	Single Sample	Each Batch	Grab	RMP-04	See I.B.5
Lime	Pounds	Max	Report	Single Sample	Each Batch	Grab	RMP-05	See I.B.6

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2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.A.5. and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-03	pH reading at any stabilization tank during stabilization.
RMP-04	Temperature reading at any stabilization tank during stabilization.
RMP-05	Lime added to mixing/stabilization tank(s)

3. The permittee is authorized to produce Class B biosolids.
4. The permittee shall achieve Class B pathogen reduction by meeting the pathogen reduction requirements in section 503.32(b)(3) (Use of PSRP (Processes to Significantly Reduce Pathogens- Lime Stabilization) of Title 40 CFR Part 503. Sufficient lime is added to the biosolids, septage and food-service establishment sludge to raise the pH of the mixture to 12.0 S.U. after 2 hours of lime addition. [62-640.600(1)(b)]
5. The permittee shall achieve vector attraction reduction for Class B biosolids by meeting the vector attraction reduction requirements in section 503.33(b)(6) (Add alkaline materials to raise the pH under specified conditions) of Title 40 CFR Part 503. Sufficient alkaline material is added to raise the pH of the biosolids, septage and food-establishment sludge mixture to at least 12.0 S.U., measured at 25°C, and without addition of more alkaline material, maintain a pH of at least 12.0 S.U. for 2 hours, and maintain a pH of at least 11.5 S.U. without addition of more alkaline material for an additional 22 hours. [62-640.600(2)(a)]
6. Time, temperature and pH readings shall be routinely monitored to demonstrate compliance with pathogen reduction requirements and vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. [62-640.600(2)(c)2] [62-640.650(3)(a)2]
7. Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the permitted facility. [62-640.400(7)]
8. Sufficient lime shall be incorporated into all incoming wastes to maintain a minimum pH of at least 12.0 S.U. for a minimum duration of 2 hours without any further addition of lime. The pH for each batch shall be measured after the initial lime mixing period and again after a minimum 2 hour contact time for pathogen reduction, followed by a minimum pH of 11.5 for a minimum duration of 22 hours for vector attraction reduction. In order to adequately assess if the treated biosolids have met the required pH values for the associated duration, the pH and temperature shall be measured at the following time increments: zero (t=0), two (t=2), and twenty-four (t=24) hours, and each pH reading should be corrected for 25°C. The zero hour is the start of the time clock, that is, when the mixture initially reaches a pH of 12.0 S.U. All other time increments are relative to the zero hour. For this batch operation process, the permittee shall maintain a biosolids log sheet for Department review. The biosolids log will include pH reading, temperature reading, and corrected pH for each time the pH measurement is required at t=0 hr, t=2 hr, and t=24 hr. [62-640.600(1)(c) and (2)]
9. All thermometric devices shall be checked semi-annually against a National Institute of Standards and Technology (NIST) precision thermometer. [62-640.600]
10. Lime shall be the only stabilization material allowed for use in the treatment process. No other material is allowed by this permit for mixture with domestic wastewater biosolids, solids from restaurants or septage at this facility. A high alkalinity pH probe must be used for all pH levels exceeding 11 S.U. Use of pH paper as a measurement method is not satisfactory. The pH meter must be calibrated to a known high pH standard solution, or to a fresh saturated solution of calcium hydroxide in distilled water to pH 12.454 S.U. All pH readings for pathogen reduction must be taken at 25°C, or corrected to 25°C. At other than 25°C, a conversion calculation may be used to correct the pH reading to the standard temperature of 25°C [Correction Factor (CF) = 0.03 pH units X (T measured - 25°C)], or by using the correction factors in the following table:

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pH Temperature Correction Factors at Varying Temperatures from Standard		
Temperature [°C]	pH Meter Reading [S.U.]	Correction Factor (CF)
30	12.304	+ 0.15
29	12.334	+ 0.12
28	12.364	+0.09
27	12.394	+ 0.06
26	12.424	+ 0.03
25	12.454*	0.00
24	12.484	- 0.03
23	12.514	- 0.06
22	12.544	- 0.09
21	12.574	- 0.12
20	12.604	- 0.15

\* pH of a saturated lime solution @ 25°C

11. Class B biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report in accordance with Permit Condition I.B.16. Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:

Parameter	Units	Max/Min	Biosolids Limitations		Monitoring Requirements		
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
pH	s.u.	Max	Report	Single Sample	Bi-monthly; every 2 months	Grab	RMP-06
Solids, Total, Sludge, Percent	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06
Calcium Carbonate Equivalent	percent	Max	Report	Single Sample	Bi-monthly; every 2 months	Composite	RMP-06



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12. Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. [62-640.650(3)(a)1]
13. All samples shall be representative and shall be taken after final treatment of the biosolids but before land application or distribution and marketing. [62-640.650(3)(a)5]
14. Biosolids samples shall be taken at the monitoring site locations listed in Permit Condition I.B.11 and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-06	Class B Biosolids after final treatment but before land application or disposal.

15. Parameters which must be monitored shall be collected and analyzed in accordance with Chapter 62-601, F.A.C. and in accordance with the requirements of Part II of this permit. Properly executed Discharge Monitoring Reports (DMR's) and incoming load manifests shall be maintained on-site and be readily available for Department inspection. These reports shall address total quantity processed each day, the number of individual batches that were treated, the amount of lime used per batch, the pH(s) of each batch and the atmospheric temperature and time of each pH reading. [62-620.610(18) and 62-640.210]
16. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Mail or Electronically Submit by
Monthly	first day of month - last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31 April 1 - June 30 July 1 - September 30 October 1 - December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee may submit either paper or electronic DMR forms. If submitting paper DMR forms, the permittee shall make copies of the attached DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed DMR forms to the Department's Southwest District Office at the address specified in Permit Condition I.B.17 by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic DMR forms, the permittee shall use the electronic DMR system(s) approved in writing by the Department and shall electronically submit the completed DMR forms to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper DMR forms.

[62-620.610(18)][62-601.300(1), (2), and (3)]

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17. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection  
Southwest District Office  
13051 N Telecom Pkwy  
Temple Terrace, Florida 33637-0926  
Email Address: [swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)  
Phone Number - (813) 470-5700  
FAX Number - (813) 470-5996

[62-620.305]

18. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

### C. Land Application

1. Land application of biosolids at the permitted site shall be in accordance with the site permit, the Nutrient Management Plan, and the requirements of Chapter 62-640, F.A.C. [62-640]
2. The biosolids from this facility shall only be land applied at sites identified on the Treatment Facility Biosolids Plan, Form 62-640.210(2)(a), submitted with the permit application or revised in accordance with condition II.18 below, which is incorporated as part of this permit. [62-640.300(2)]
3. The permittee shall notify the Department at least 24 hours before beginning biosolids application at a site not listed in the Treatment Facility Biosolids Plan Form 62-640.210(2)(a). The facility's Treatment Facility Biosolids Plan shall be revised to include the new site and submitted to the Department within 30 days of using the site. The revised Treatment Facility Biosolids Plan shall become part of the treatment facility permit. [62-640.300(2)(c) & 62-640.650(6)(a)]
4. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Nutrient Management Plan(s) approved for the site where the other solids will be applied. [62-640.860]
5. The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

Treatment Facility Permittee	Site Permittee
1. Date and time shipped and shipment ID	1. Date and time received and shipment ID
2. Amount of biosolids shipped	2. Name and ID number of treatment facility from which biosolids are received
3. Concentration of parameters & date of analysis	3. Signature of hauler
4. Name and ID number of permitted application site	4. Signature of site manager
5. Class of biosolids shipped	
6. Signature of certified operator or designee	
7. Signature of hauler and name of hauling firm	

A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids site manager. The permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the

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permitted application site. Treatment facility permittees shall notify the Department, site manager, and site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site.

*[62-640.650(4) & (5)]*

6. The permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. *[62-640.650(4)(d)]*
7. The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Southwest District Office on Department Form 62-640.210(2)(b). The summary shall include all biosolids shipped during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. *[62-640.650(5)(c)]*

#### **D. Disposal**

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. *[62-640.100(6)(b) & (c)]*

#### **E. Transfer**

1. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility. *[62-640.880(4)]*

#### **F. Receipt**

1. The permittee shall be responsible for proper treatment, management, and disposition of biosolids accepted from source facilities. *[62-640.880(1)(a)]*
2. The permittee shall enter into a written agreement with each source facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee. The agreement shall include a statement, signed by the permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the permittee will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee shall submit a copy of this agreement to the Department's Northeast District Office at least 30 days before transporting biosolids from the source facility to the permittee. *[62-640.880(1)(c)]*

## **II. GROUND WATER REQUIREMENTS**

1. Section II is not applicable to this facility.



### III. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

1. Section III is not applicable to this facility.

### IV. OPERATION AND MAINTENANCE REQUIREMENTS

#### A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Type II, Class B facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class B or higher operator 1 hour/day for 3 days/week. The lead operator must be a Class B operator, or higher. In addition to the above staffing requirements, other personnel that are trained in the treatment process and equipment being used, working under the direction of a certified operator, shall be present at the BTF during loading and unloading operations and during other operating hours as recommended in the preliminary design report. [62-640.880]

2. An operator meeting the lead/chief operator class for the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. [62-699.311(1)]

#### B. Operation and Maintenance Performance Report Requirement

1. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. [62-600.735(1)]

#### C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
  - e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - h. Copies of the licenses of the current certified operators;
  - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3),

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F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and

- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

*[62-620.350, 62-602.650, 62-640.650(4)]*

## V. SCHEDULES

1. The permittee is not authorized to operate this facility under this permit after the expiration date of this permit, unless:
  - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
  - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

*[62-620.335(1) - (4)]*

## VI. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

## VII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(8) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or

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- d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
- e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

*[62-604.130(5)]*

- 5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-610.518(1) and 62-600.400(2)(b)]*
- 6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
- 7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
- 8. The permittee shall provide verbal notice to the Department's Southwest District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southwest District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
- 9. The permittee shall provide notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

*[62-620.625(2)]*

#### **VIII. GENERAL CONDITIONS**

- 1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
- 2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
- 3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not



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a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]

4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.[62-620.610(9)]
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the

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Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. *[62-620.610(13)]*
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. *[62-620.610(14)]*
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. *[62-620.610(15)]*
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. *[62-620.610(16)]*
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.*[62-620.610(17)]*
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-601, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for

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parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

*[62-620.610(18)]*

- 19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*

- 20. The permittee shall report to the Department's Southwest District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- a. The following shall be included as information which must be reported within 24 hours under this condition:

- (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
- (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
- (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
- (4) Any unauthorized discharge to surface or ground waters.

- b. Oral reports as required by this subsection shall be provided as follows:

- (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
  - (a) Name, address, and telephone number of person reporting;
  - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
  - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
  - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
  - (e) Estimated amount of the discharge;
  - (f) Location or address of the discharge;
  - (g) Source and cause of the discharge;
  - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
  - (i) Description of area affected by the discharge, including name of water body affected, if any; and
  - (j) Other persons or agencies contacted.
- (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southwest District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southwest District Office shall waive the written report.

*[62-620.610(20)]*

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21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]

22. Bypass Provisions.

- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
  - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
  - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
- (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
- (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
  - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]



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Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

*Stephen L. Thompson*  
For

Pamala Vazquez  
Interim Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N. Telecom Parkway, Temple Terrace, FL 33637-0926, [swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

PERMITTEE NAME: Appalachian Material Services, Inc.  
A. Jon Wimpy, President  
MAILING ADDRESS: P. O. Box 97  
Terra Ceia, FL 34250

FACILITY: AMS, Inc. Central BTF  
LOCATION: State Road 17 and Vigiron Road  
Fort Meade, FL 33880

COUNTY: Polk  
OFFICE: Southwest District

PERMIT NUMBER: FLA467049-004-DW2S/NRL

LIMIT: Final  
CLASS SIZE: N/A  
MONITORING GROUP NUMBER: RMP-Q  
MONITORING GROUP DESCRIPTION: Biosolids Quantities  
RE-SUBMITTED DMR: ☐  
NO DISCHARGE FROM SITE: ☐  
MONITORING PERIOD From: \_\_\_\_\_ To: \_\_\_\_\_

REPORT FREQUENCY: Monthly  
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Received)	Sample Measurement										
PARM Code B0002 + Mon. Site No. RMP-01	Permit Requirement	Report (Daily Total)	Report (Annual Total)	dry tons						Daily, Every 24 hours	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement										
PARM Code B0006 + Mon. Site No. RMP-02	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-02	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-02	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):



**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office, Compliance Assurance Program, Attn: Domestic Wastewater, 13051 N. Telecom Parkway, Temple Terrace, FL 33637-0926, [swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

PERMITTEE NAME: Appalachian Material Services, Inc.  
A. Jon Wimpy, President  
MAILING ADDRESS: P. O. Box 97  
Terra Ceia, FL 34250

PERMIT NUMBER:

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FACILITY: AMS, Inc. Central BTF  
LOCATION: State Road 17 and Vigiron Road  
Fort Meade, FL 33880

LIMIT:  
CLASS SIZE:  
MONITORING GROUP NUMBER:  
MONITORING GROUP DESCRIPTION:  
RE-SUBMITTED DMR: ☐  
NO DISCHARGE FROM SITE: ☐  
MONITORING PERIOD

Final  
N/A  
RMP-B  
Class B Biosolids

REPORT FREQUENCY: Bi-Monthly  
PROGRAM: Domestic

COUNTY: Polk  
OFFICE: Southwest District

From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement										
PARM Code 78470 + Mon. Site No. RMP-06	Permit Requirement		Report (Max.)	percent						Bi-Monthly	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement										
PARM Code 78478 + Mon. Site No. RMP-06	Permit Requirement		Report (Max.)	percent						Bi-Monthly	Composite
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement										
PARM Code 78472 + Mon. Site No. RMP-06	Permit Requirement		Report (Max.)	percent						Bi-Monthly	Composite
Solids, Total, Sludge, Percent	Sample Measurement										
PARM Code 61553 + Mon. Site No. RMP-06	Permit Requirement					Report (Max.)	percent			Bi-Monthly	Composite
Arsenic Total, Dry Weight, Sludge	Sample Measurement										
PARM Code 49565 + Mon. Site No. RMP-06	Permit Requirement					75.0 (Max.)	mg/kg			Bi-Monthly	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement										
PARM Code 78476 + Mon. Site No. RMP-06	Permit Requirement					85.0 (Max.)	mg/kg			Bi-Monthly	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement										
PARM Code 78475 + Mon. Site No. RMP-06	Permit Requirement					4300.0 (Max.)	mg/kg			Bi-Monthly	Composite
Lead, Dry Weight, Sludge	Sample Measurement										
PARM Code 78468 + Mon. Site No. RMP-06	Permit Requirement					840.0 (Max.)	mg/kg			Bi-Monthly	Composite
Mercury, Dry Weight, Sludge	Sample Measurement										
PARM Code 78471 + Mon. Site No. RMP-06	Permit Requirement					57.0 (Max.)	mg/kg			Bi-Monthly	Composite

## DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: AMS, Inc. Central BTF

MONITORING GROUP

RMP-B

PERMIT NUMBER: FLA467049-004-DW2S/NRL

NUMBER:

MONITORING PERIOD

From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Molybdenum, Dry Weight, Sludge	Sample Measurement										
PARM Code 78465 + Mon. Site No. RMP-06	Permit Requirement					75.0 (Max.)	mg/kg			Bi-Monthly	Composite
Nickel, Dry Weight, Sludge	Sample Measurement										
PARM Code 78469 + Mon. Site No. RMP-06	Permit Requirement					420.0 (Max.)	mg/kg			Bi-Monthly	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. RMP-06	Permit Requirement					100.0 (Max.)	mg/kg			Bi-Monthly	Composite
Zinc, Dry Weight, Sludge	Sample Measurement										
PARM Code 78467 + Mon. Site No. RMP-06	Permit Requirement					7500.0 (Max.)	mg/kg			Bi-Monthly	Composite
pH	Sample Measurement										
PARM Code 00400 + Mon. Site No. RMP-06	Permit Requirement					Report (Max.)	s.u.			Bi-Monthly	Grab
Calcium Carbonate Equivalent*	Sample Measurement										
PARM Code B0010 + Mon. Site No. RMP-06	Permit Requirement					Report (Max.)	percent			Bi-Monthly	Composite

\*Required for alkaline stabilized biosolids

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):



## DAILY SAMPLE RESULTS - PART B (Quantities)

Permit Number:  
Monitoring Period

FLA467049-004-DW2S/NRL  
From: \_\_\_\_\_

To: \_\_\_\_\_

Facility: AMS, Inc. Central BTF

	Biosolids Quantity (Received)	Biosolids Quantity (Land-Applied)	Biosolids Quantity (Transferred)	Biosolids Quantity (Landfilled)
Code	B0002	B0006	B0007	B0008
Mon. Site	RMP-01	RMP -02	RMP -02	RMP -02
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				
31				
Total				
Mo. Avg.				

**PLANT STAFFING:**

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

## DAILY SAMPLE RESULTS - PART B (Stabilization)

Permit Number:  
Monitoring Period

FLA467049-004-DW2S/NRL  
From: \_\_\_\_\_  
To: \_\_\_\_\_

Facility: AMS, Inc. Central BTF

Tank ID: \_\_\_\_\_  
Tank Volume (gal): \_\_\_\_\_

Day of Month	Amount of Lime added to Biosolids (Pounds)	Initial pH Reading after adding Lime	Time of Initial pH reading after adding Lime (t = 0)	pH after 2 Hours (t = 2 hr)	Temp after 2 Hours (t = 2 hr)	Adjusted pH After Temperature Correction Factor (t = 2 hr)	pH after 24 Hours (t = 24 hr)	Temp after 24 Hours (t = 24 hr)	Adjusted pH After Temperature Correction Factor (t = 24 hr)
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
Total									
Mo. Avg.									

**PLANT STAFFING:**

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

## INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28<sup>th</sup> of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shut down so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

- Results greater than or equal to the PQL shall be reported as the measured quantity.
- Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
- Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. <0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

### PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

**Resubmitted DMR:** Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

**No Discharge From Site:** Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Sample Measurement:** Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

**No. Ex.:** Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

**Frequency of Analysis:** The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

**Sample Type:** The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comment and Explanation of Any Violations:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

## PART B - DAILY SAMPLE RESULTS

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Daily Monitoring Results:** Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

## PART D - GROUND WATER MONITORING REPORT

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Date Sample Obtained:** Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

**Time Sample Obtained:** Enter the time the sample was taken.

**Sample Measurement:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

**Detection Limits:** Record the detection limits of the analytical methods used.

**Analysis Method:** Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Sampling Equipment Used:** Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

**Samples Filtered:** Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comments and Explanation:** Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

## SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

**Flow (Limited Wet Weather Discharge):** Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).  
**Flow (Upstream):** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Actual Stream Dilution Ratio:** To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**No. of Days the SDF > Stream Dilution Ratio:** For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (\*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "\*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in duration of discharge.

**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

**Actual Rainfall:** Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

**Rainfall During Average Rainfall Year:** On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

**No. of Days LWWD Activated During Calendar Year:** Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

**Reason for Discharge:** Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



**STATEMENT OF BASIS  
FOR  
STATE OF FLORIDA BIOSOLIDS TREATMENT FACILITY PERMIT**

PERMIT NUMBER: FLA467049-004  
FACILITY NAME: AMS, Inc. Central BTF  
FACILITY LOCATION: State Road 17 and Vigiron Road, Fort Meade, FL 33880  
Polk County  
NAME OF PERMITTEE: Appalachian Material Services, Inc.  
PERMIT WRITER: Ryan Curll

**1. SUMMARY OF APPLICATION**

**a. Chronology of Application**

Application Number: FLA467049-004-DW2S/NRL  
Application Submittal Date: December 4, 2015

**b. Type of Facility**

Domestic Wastewater Biosolids Treatment Facility  
Ownership Type: Private  
SIC Code: 4952

**c. Facility Capacity**

Existing Permitted Capacity: 1625 dry tons/year  
Proposed Increase in Permitted Capacity: 0 dry tons/year  
Proposed Total Permitted Capacity: 1625 dry tons/year

**d. Description of Biosolids Treatment**

To operate, an existing Type II, 1,625 dry tons/year Biosolids Treatment Facility (BTF) consisting of two grit removal tanks, one hopper of 6,000 gallons, one lime-slurry tank of 10,000 gallons, one water tank of 25,000 gallons, and five mixing/stabilization tanks of 207,000 gallons total volume. This facility is operated to provide Class B lime stabilization of domestic wastewater biosolids for land application.

**e. Description of Disposal and Land Application Site**

Lime stabilized Class B biosolids will be land applied at a permitted Biosolids Land Application Site (BLAS), in accordance with agronomic rates at land-application zones specified in the BLAS's Nutrient Management Plan (NMP). Other methods of disposal include being transferred to another BTF or disposed of in a Class I solid waste landfill.

**2. SUMMARY OF SURFACE WATER DISCHARGE**

This facility does not discharge to surface waters.

**3. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS**

There weren't any changes to permit limitations

**4. BIOSOLIDS MANAGEMENT REQUIREMENTS**

Biosolids generated by this facility may be land applied and transferred to a Biosolids Treatment Facility or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the Class B biosolids limits and monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
pH	s.u.	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Solids, Total, Sludge, Percent	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Calcium Carbonate Equivalent	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Monitoring Frequency	All Parameters				62-640.650(3)(a)4. FAC
Pathogen and vector attraction reduction monitoring	All Parameters				62-640.600 & 650(3)(a)1. FAC

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Received)	dry tons	Max	1546	Annual Average	62-640.650(5)(a)1. FAC
Biosolids Quantity (Land-Applied )	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

#### 5. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

#### 6. PERMIT SCHEDULES

A schedule for permit renewal items is included in the wastewater permit.

#### 7. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

#### 8. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and has not entered into a CO with the Department.

#### 9. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

10. TERM OF THE PERMIT

For this permit renewal the permittee applied for a ten-year permit renewal. Having met the requirements set forth in Section 403.087(3), Florida Statutes, the facility has been granted a ten-year permit renewal, as requested. The expiration date of the new permit will be May 24, 2026.

11. THE ADMINISTRATIVE RECORD

The administrative record including application, permit, statement of basis, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 13. Copies will be provided at a minimal charge per page.

12. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Ryan Curll, Engineer II  
FDEP Southwest District Office  
13051 N Telecom Pkwy  
Temple Terrace, FL 33637-0926  
[Ryan.Curll@dep.state.fl.us](mailto:Ryan.Curll@dep.state.fl.us)  
Telephone No.: (813) 470-5947

## Hughes, Rhonda

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**From:** Hughes, Rhonda on behalf of SWD\_WF\_Permitting (Shared Mailbox)  
**Sent:** Monday, January 11, 2016 2:52 PM  
**To:** A. Jon Wimpy (amsinc.fl@gmail.com)  
**Cc:** Kaur, Ramandeep; Gracik, Elaine; Marshall, Bekkah; Curll, Ryan; Thompson, Steve  
**Subject:** AMS, Inc. Central BTF / FLA467049-004 / Notice of Permit Issuance / 1-11-2016 / Polk County  
**Attachments:** NOPI - FLA467049-004.pdf; Permit - FLA467049-004.pdf; SOB - FLA467049-004.pdf; DMRs - FLA467049-004.pdf

Tracking:	Recipient	Delivery	Read
	A. Jon Wimpy (amsinc.fl@gmail.com)		
	Kaur, Ramandeep		
	Gracik, Elaine	Delivered: 1/11/2016 2:53 PM	Read: 1/11/2016 2:54 PM
	Marshall, Bekkah	Delivered: 1/11/2016 2:53 PM	
	Curll, Ryan	Delivered: 1/11/2016 2:53 PM	
	Thompson, Steve	Delivered: 1/11/2016 2:53 PM	
	SWD_Clerical (Shared Mailbox)		

Good afternoon,

Attached, please find the above-subject Notice of Permit Issuance documents. In an effort to reduce costs and waste, our agency is moving to electronic rather than paper correspondence. This is the only copy that you will receive, unless you request otherwise.

Acrobat Reader 6.0 or greater is required to read the document. It is available for downloading at <http://www.adobe.com/products/acrobat/readstep.html>

If you have any questions concerning the contents of the attached documents, please contact the FDEP Engineering Specialist Mr. Ryan Curll at (813) 470-5947 or via email [Ryan.Curll@dep.state.fl.us](mailto:Ryan.Curll@dep.state.fl.us).

Sincerely,

Rhonda Hughes  
Secretary Specialist  
Florida Department of Environmental Protection  
Southwest District  
13051 N. Telecom Parkway  
Temple Terrace, Florida 33637  
Phone: (813) 813-470-5718  
Fax: (813) 470-5993  
[Rhonda.Hughes@dep.state.fl.us](mailto:Rhonda.Hughes@dep.state.fl.us)



## Hughes, Rhonda

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**From:** Brantley, Anna on behalf of SWD\_Clerical (Shared Mailbox)  
**Sent:** Monday, January 11, 2016 1:32 PM  
**To:** Hughes, Rhonda  
**Subject:** FW: WF - AMS, Inc. Central BTF (FLA467049-004-DW2S/NRL)

Please process

---

**From:** Thompson, Steve  
**Sent:** Monday, January 11, 2016 1:13 PM  
**To:** SWD\_Clerical (Shared Mailbox) <SWD\_Clerical@dep.state.fl.us>  
**Cc:** Curll, Ryan <Ryan.Curll@dep.state.fl.us>  
**Subject:** FW: WF - AMS, Inc. Central BTF (FLA467049-004-DW2S/NRL)

Please process as a 10-year permit.

Thanks,  
Steve

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**From:** Curll, Ryan  
**Sent:** Friday, January 08, 2016 10:13 AM  
**To:** Thompson, Steve <Steve.Thompson@dep.state.fl.us>  
**Subject:** WF - AMS, Inc. Central BTF (FLA467049-004-DW2S/NRL)

<L:\Sites\Polk\DW\AMS, Inc. Central BTF -FLA467049\Permit\004>

Day 30 for this project is: **January 3, 2016**

**Notes to Administrative Staff:** DW 10-Year Permit – Biosolids Treatment Facility

**Send to** [SWD\\_Clerical](#) for permit issuance.

**For IW and DW individual permit, please indicate whether the permit is** **Non-NPDES**

**County:** **Polk**

### **DW Permits**

Catalog: Wastewater  
Profile: Permitting Authorization  
Document: **Permit Final**  
Permit Type: **Bio-Solids Treatment Facility**  
Facility Type: **Residuals Management Facility**  
Application Number: FLA467049004  
Document Subject: 004 DW2S/NRL Permit Documents

Thanks!  
Ryan Curll  
Engineering Specialist II  
Permitting & Waste Cleanup Program, Southwest District  
Florida Department of Environmental Protection  
[Ryan.Curll@dep.state.fl.us](mailto:Ryan.Curll@dep.state.fl.us)  
(813)470-5947



## Florida Department of Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

January 10, 2017

### ELECTRONIC DELIVERY

In the Matter of an  
Application for Permit by:

Appalachian Material Service, Inc.  
Mr. Jon A Wimpy, President  
P.O. Box 97  
Terra Ceia, Florida 34250  
941-776-8706  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

PA Number: FLA280348-007-DW2S/NRL  
Hernando County  
Appalachian Materials Systems Nordgren RMF

### NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA280348 to operate the Appalachian Materials Systems Nordgren RMF, issued under Chapter 403, Florida Statutes.

Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request an extension of the time for filing a petition for an administrative hearing. The request must be filed (received by the Clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Section 120.60(3), Florida Statutes, however, also allows that any person who has asked the Department in writing for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition or request for an extension of time within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under



Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information, as indicated in Rule 28-106.201, Florida Administrative Code:

- (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 determination;
- (c) A statement of when and how the petitioner received notice of the Department's 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 Department's proposed action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department'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 Department to take with respect to the Department's proposed action.

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

Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the Clerk of the Department unless a petition (or request for an extension of time) is filed in accordance with the above. Upon the timely filing of a petition (or request for an extension of time), this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.


STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



For Pamala Vazquez  
Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, under Section 120.52, Florida Statutes, with the designated Deputy Clerk, receipt of which is hereby acknowledged.

  
\_\_\_\_\_  
[Clerk]                      January 10, 2017  
Date]

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on January 09, 2017 , to the listed persons.

  
\_\_\_\_\_  
Name                                      January 10, 2017  
Date

Copies Furnished To:

Pedro L. Rivera, P.E., [rickleon@gmail.com](mailto:rickleon@gmail.com)  
Maurice Barker, FDEP Tallahassee, [Maurice.Barker@dep.state.fl.us](mailto:Maurice.Barker@dep.state.fl.us)  
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# Florida Department of Environmental Protection

Southwest District Office  
13051 North Telecom Parkway  
Temple Terrace, FL 33637-0926

Rick Scott  
Governor

Carlos Lopez-Cantera  
Lt. Governor

Jonathan P. Steverson  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Appalachian Material Service, Inc.

**RESPONSIBLE OFFICIAL:**

Mr. Jon A. Wimpy, President  
P.O. Box 97  
Terra Ceia, Florida 34250  
(941) 721-8787  
[amsinc.fl@gmail.com](mailto:amsinc.fl@gmail.com)

**PERMIT NUMBER:** FLA280348

**PA FILE NUMBER:** FLA280348-007-DW2S/NRL

**EFFECTIVE DATE:** May 15, 2017

**EXPIRATION DATE:** May 14, 2027

**FACILITY:**

AMS, Inc., Nordgren BTF  
16238 Powell Road  
Brooksville, Florida 34601  
Hernando County  
Latitude: 28°29' 7" N      Longitude: 82°27' 30" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

**WASTEWATER TREATMENT:**

Is an existing Type II, 1,320 dry tons/year Domestic Wastewater Biosolids Treatment Facility (BTF) consisting of one grit removal tank, one 3,000-gallon aerated lime slurry tank, four aerated and liming processing tanks of 143,000 gallons total volume, two water storage tanks of 45,000 gallons total volume, a hopper, pumps and blowers. This facility is operated to provide Class B lime stabilization of domestic wastewater biosolids for land application.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements and other conditions set forth in Pages 1 through 16 of this permit and attached Biosolids Stabilization Report (BSR) and Discharge Monitoring Reports (DMR).

PERMITTEE: Appalachian Materials Services, Inc.  
 FACILITY: AMS, Inc., Nordgren BTF

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# I. BIOSOLIDS STABILIZATION LIMITATIONS AND MONITORING REQUIREMENTS

## A. Biosolids Treatment Facilities (Chapter 62-640 F.A.C.)

- During the period beginning on the issuance date and lasting through the expiration date of this permit, the permittee is authorized to lime stabilize domestic septage, portable toilet waste, and liquid domestic wastewater biosolids and dispose of the stabilized product by land spreading. These activities shall be limited and monitored by the permittee as specified below and as required by Part II of this permit: [62-600], [62-603], [62-640]

			Limitations				Monitoring Requirements			
Parameter	Units	Max./Min	Annual Total	Monthly Average	Daily Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
Biosolids	Dry Tons	Maximum	1,320	-	3.62	-	Daily, 7 days/week	Manifest or truck volume	RMP-B1	See Cond. I.A.5
pH, initial reading	Standard Units	Minimum				$\geq 12 @ 25^{\circ}\text{C}$	Each Batch	pH Probe	RMP-B2	See Cond. I.A.4,6
Temperature at initial reading	Degrees Celsius	Report					Each Batch	Thermometer		See Cond. I.A.4
pH, after 2 hours	Standard Units	Minimum				$\geq 12 @ 25^{\circ}\text{C}$	Each Batch	pH Probe	RMP-B2	See Cond. I.A.4,6
Temperature at 2-hour reading	Degrees Celsius	Report					Each Batch	Thermometer		See Cond. I.A.4
pH, after 24 hours	Standard Units	Minimum				$\geq 11.5$	Each Batch	pH Probe	RMP-B2	See Cond. I.A.6
Lime	Gallons	Report					Each Batch	Weight	RMP-B3	See Cond. I.A.6
Nutrients and metals	See Part II of this permit									

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
RMP-B1	Influent to bar screen
RMP-B2	pH reading at any stabilization tank during and before disposal
RMP-B3	Lime added to mixing/stabilization tank(s)
RMP-B	After final treatment and before land application

3. Parameters which must be monitored shall be collected and analyzed in accordance with Chapter 62-160, 62-600 and 62-640 F.A.C. and in accordance with the requirements of Part II of this permit. Properly executed BSRs and incoming load manifests shall be maintained on-site and be readily available for Department inspection. **These reports shall address total quantity processed each day, the number of individual batches that were treated, the amount of lime used per batch, the pH(s) of each batch and the atmospheric temperature and time of each pH reading. [62-620.610(18) and 62-640.210]**
4. A high alkalinity pH probe must be used for all pH levels exceeding pH 11. Use of pH paper as a measurement method is not satisfactory. The pH meter must be calibrated to a known high pH standard solution, or to a fresh saturated solution of calcium hydroxide in distilled water to pH 12.454. All pH readings for pathogen reduction must be taken at 25°C, or corrected to 25°C. At other than 25°C, a conversion calculation may be used to correct the pH reading to the standard temperature of 25°C [Correction Factor (CF) = 0.03 pH units X (T measured - 25°C)], or by using the correction factors in the following table:

pH Temperature Correction Factors at Varying Temperatures from Standard		
Temperature Measured oC	nH Meter Reading	Correction Factor (CF)
30	12.304	+ 0.15
29	12.334	+ 0.12
28	12.364	+ 0.09
27	12.394	+ 0.06
26	12.424	+ 0.03
25	12.454*	0.00
24	12.484	- 0.03
23	12.514	- 0.06
22	12.544	- 0.09
21	12.574	- 0.12
20	12.604	- 0.15

\* pH of a saturated lime solution @ 25°C

5. The daily flow of the combination of all incoming wastes shall not exceed 0.092 MG, which is based on the actual tank capacities. Measured daily flow shall be the sum of all loads discharged into the mechanical screen(s) recorded from the incoming load manifests or truck(s) volume. [62-4.070(3)]
6. Sufficient lime shall be incorporated into all incoming waste to maintain a minimum pH of 12 (without the addition of more lime) for a minimum duration of two (2) hours. The pH shall be measured after the initial lime mixing period and again after a minimum two (2) hour contact time at a pH of 12, or greater, to insure proper stabilization for pathogen reduction prior to land application of the biosolids or transfer to the finishing tanks for further stabilization. For vector attraction reduction, the stabilized biosolids must be maintained at a pH of at least 11.5 (without the addition of more lime) for an additional 22 hours, minimum. [62-640.600(2)(b)]

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#### B. Other Monitoring and Reporting Requirements

1. The permittee shall provide safe access points for obtaining representative (influent, effluent, septage, etc.) samples which are required by this permit. [62-600.650(2)]
2. Florida water quality criteria and standards shall not be violated as a result of any discharge or land application of reclaimed water or biosolids from this facility. [62-610.850(1)(a) and (2)(a)] [62-640.700(2)(b)]
3. Monitoring requirements under this permit are effective on the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department's Southwest District Office BSRs and DMRs in accordance with the frequencies specified by the REPORT type (i.e., monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the BSR and DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated BSR and DMR due dates below.

Report Type	Monitoring Period	Due Date
Monthly	First day of month – last day of month	28th day of following month
Quarterly	January 1 - March 31 April 1 – June 30 July 1 – September 30 October 1 – December 31	April 28 July 28 October 28 January 28
Semiannual	January 1 – June 30 July 1 – December 31	July 28 January 28
Annual	January 1 – December 31	January 28

The permittee may submit either paper or electronic BSR and DMR forms. If submitting paper BSR and DMR forms, the permittee shall make copies of the attached BSR and DMR forms, without altering the original format or content unless approved by the Department, and shall mail the completed BSR and DMR forms to the Department's Southwest District Office at the address specified in Permit Condition I.B.4. by the twenty-eighth (28th) of the month following the month of operation.

If submitting electronic BSR and DMR forms, the permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed BSR and DMR forms using the DEP Business Portal at <http://www.fldepportal.com/go/>. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation. Data submitted in electronic format is equivalent to data submitted on signed and certified paper BSR and DMR forms. [62-620.610(18)] [62-600-680]

4. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Southwest District Office at the address specified below:

Florida Department of Environmental Protection Southwest District Office  
Compliance Assurance Program, Attention: Domestic Wastewater  
13051 N Telecom Pkwy  
Temple Terrace, Florida 33637-0926  
Phone Number - (813) 470-5700  
FAX Number - (813) 470-5996  
email: [swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)



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All FAX copies shall be followed by original copies. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

5. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

## II. BIOSOLIDS MANAGEMENT REQUIREMENTS

### A. Basic Requirements

1. Biosolids generated by this facility may be land applied or disposed of in a Class I solid waste landfill. [62-620.320(6), 62-640.880(1)]
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.B.3.

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max/ Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-2
Biosolids Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-3

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Quantity of biosolids received.
RMP-2	Quantity of biosolids transferred to landfill.
RMP-3	Quantity of biosolids land-applied.

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]
6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

### B. Treatment and Monitoring Requirements

8. The permittee is authorized to produce Class B biosolids.
9. The permittee shall achieve Class B pathogen reduction by meeting the pathogen reduction requirements in section 503.32(b)(3) (Use of PSRP (Processes to Significantly Reduce Pathogens)-Lime Stabilization) of Title 40 CFR Part 503. [62-640.600(1)(b)]

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10. The permittee shall achieve vector attraction reduction for Class B biosolids by meeting the vector attraction reduction requirements in section 503.33(b)(6) (*Add alkaline materials to raise the pH under specified conditions*) of Title 40 CFR Part 503. [62-640.600(2)(a)]
11. Time and Temperature, number of windrow turnings, pH readings shall be routinely monitored to demonstrate compliance with pathogen reduction and vector attraction reduction requirements specified in Rule 62-640.600, F.A.C. [62-640.650(3)(a)2]
12. Treatment of liquid biosolids or septage for the purpose of meeting the pathogen reduction or vector attraction reduction requirements set forth in Rule 62-640.600, F.A.C., shall not be conducted in the tank of a hauling vehicle. Treatment of biosolids or septage for the purpose of meeting pathogen reduction or vector attraction reduction requirements shall take place at the permitted facility. [62-640.400(7)]
13. Class B biosolids shall comply with the limits and be monitored by the permittee as specified below. Results shall be reported on the permittee's DMR in accordance with Permit Condition I.B.3. **Biosolids shall not be land applied if a single sample result for any parameter exceeds the following:**

			Biosolids Limitations		Monitoring Requirements		
Parameter	Units	Max /Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Single Sample	Every 2 months	Composite	RMP-B
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Single Sample	Every 2 months	Composite	RMP-B
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Single Sample	Every 2 months	Composite	RMP-B
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Every 2 months	Composite	RMP-B
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	Every 2 months	Composite	RMP-B
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	Every 2 months	Composite	RMP-B
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	Every 2 months	Composite	RMP-B
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	Every 2 months	Composite	RMP-B
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	Every 2 months	Composite	RMP-B
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	Every 2 months	Composite	RMP-B
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	Every 2 months	Composite	RMP-B
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	Every 2 months	Composite	RMP-B
pH	s.u.	Max	Report	Single Sample	Every 2 months	Grab	RMP-B
Solids, Total, Sludge, Percent	percent	Max	Report	Single Sample	Every 2 months	Composite	RMP-B
Calcium Carbonate Equivalent	percent	Max	Report	Single Sample	Every 2 months	Composite	RMP-B

[62-640.650(3)(a)(3) and 62-640.700(5)(a)]

14. Sampling and analysis shall be conducted in accordance with 40 CFR Part 503.8 and the U.S. Environmental Protection Agency publication - POTW Sludge Sampling and Analysis Guidance Document, August 1989. In cases where conflicts exist between 40 CFR 503.8 and the POTW Sludge Sampling and Analysis Guidance Document, the requirements in 40 CFR Part 503.8 will apply. [62-640.650(3)(a)1]

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15. All samples shall be representative and shall be taken after final treatment of the biosolids but before land application or distribution and marketing. *[62-640.650(3)(a)5]*
16. Biosolids samples shall be taken at the monitoring site locations listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site
RMP-B	After final treatment and before land application disposal.

**C. Land Application at Permitted Sites**

17. Land application of biosolids at the site shall be in accordance with the site permit, the Nutrient Management Plan, and the requirements of Chapter 62-640, F.A.C. *[62-640]*
18. The biosolids from this facility shall only be land applied at sites identified on the Treatment Facility Biosolids Plan, Form 62-640.210(2)(a), submitted with the permit application or revised in accordance with condition II.C.19 below, which is incorporated as part of this permit. *[62-640.300(2)]*
19. The permittee shall notify the Department at least 24 hours before beginning biosolids application at a site not listed in the Treatment Facility Biosolids Plan Form 62-640.210(2)(a). The facility's Treatment Facility Biosolids Plan shall be revised to include the new site and submitted to the Department within 30 days of using the site. The revised Treatment Facility Biosolids Plan shall become part of the treatment facility permit. *[62-640.300(2)(c) & 62-640.650(6)(a)]*
20. Land application of "other solids" as defined in Chapter 62-640, F.A.C., is only allowed if specifically addressed in the Nutrient Management Plan approved for the site where the other solids will be applied. *[62-640.860]*
21. The permittee shall maintain hauling records to track the transport of biosolids between the treatment facility and the application site. The hauling records for each party shall contain the following information:

**Treatment Facility Permittee**

1. Date and time shipped and shipment ID
2. Amount of biosolids shipped
3. Concentration of parameters & date of analysis
4. Name and ID number of permitted application site
5. Class of biosolids shipped
6. Signature of certified operator or designee
7. Signature of hauler and name of hauling firm

**Site Permittee**

1. Date and time received and shipment ID
2. Name and ID number of treatment facility from which biosolids are received
3. Signature of hauler
4. Signature of site manager

A copy of the treatment facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids site manager. The permittee shall report to the Department within 24 hours of discovery of any discrepancy in the delivery of biosolids leaving the treatment facility and arriving at the permitted application site. Treatment facility permittees shall notify the Department, site manager, and site permittee within 24 hours of discovery of sending biosolids that did not meet the requirements of Rule 62-640.600, F.A.C., or subsection 62-640.700(5), F.A.C., to a land application site.

*[62-640.650(4) & (5)]*

22. The permittee shall maintain copies of the Biosolids Application Site Annual Summaries, received from site permittees in accordance with 62-640.650(5)(e), F.A.C., indefinitely. *[62-640.650(4)(d)]*
23. The permittee shall submit a Treatment Facility Biosolids Annual Summary to the Department's Southwest District Office on Department Form 62-640.210(2)(b). The summary shall include all biosolids shipped during the period January 1 through December 31 and shall be submitted to the Department by February 19 of the year following the year of application. *[62-640.650(5)(c)]*

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#### **D. Disposal**

24. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

#### **E. Transfer**

25. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility	Biosolids Treatment Facility or Treatment Facility
1. Date and time shipped	1. Date and time received
2. Amount of biosolids shipped	2. Amount of biosolids received
3. Degree of treatment (if applicable)	3. Name and ID number of source facility
4. Name and ID Number of treatment facility	4. Signature of hauler
5. Signature of responsible party at source facility	5. Signature of responsible party at treatment facility
6. Signature of hauler and name of hauling firm	

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

#### **F. Receipt**

26. The permittee shall be responsible for proper treatment, management, and disposition of biosolids accepted from source facilities. [62-640.880(1)(a)]
27. The permittee shall enter into a written agreement with each source facility that it intends to receive biosolids from. The agreement shall address the quality and quantity of the biosolids accepted by the permittee. The agreement shall include a statement, signed by the permittee, as to the availability of sufficient permitted capacity to receive the biosolids from the source facility, and indicating that the permittee will continue to operate in compliance with the requirements of its permit. The agreement shall also address responsibility during transport of biosolids between the facilities. The permittee shall submit a copy of this agreement to the Department's Southwest District Office at least 30 days before transporting biosolids from the source facility to the permittee. [62-640.880(1)(c)]

### **III. GROUND WATER REQUIREMENTS**

1. Section III is not applicable to this facility.

### **IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS**

1. Section IV is not applicable to this facility.

### **V. OPERATION AND MAINTENANCE REQUIREMENTS**

#### **A. Staffing Requirements**

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter



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62-640.880(2)(j), F.A.C., this facility is a Type II, Class B facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class B or higher operator 1 hour/day, 3 days/week. The lead operator must be a Class B operator, or higher. In addition to the above staffing requirements, other personnel that are trained in the treatment process and equipment being used, working under the direction of a certified operator, shall be present at the BTF during loading and unloading operations and during other operating hours as recommended in the preliminary design report. [62-640.880]

2. A certified operator shall be on call during periods the plant is unattended. [62-699.311(1)]

#### **B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements**

1. Biosolids treatment facilities shall be exempt from the capacity analysis report (CAR) requirements of Chapter 62-600.405, F.A.C. [62-640.880(2)(h)]
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735(1), F.A.C., and shall address all process components, such as digesters, holding tanks, pumps, mixers, chemical feed equipment and safety requirements. [62-640.880(2)(g)]
3. The application to renew the permit shall identify sites where the treatment facility's biosolids are permitted to be land applied on the Treatment Facility Biosolids Plan, DEP Form 62-640.300(2)(b). [62-640.880(3)]

#### **C. Recordkeeping Requirements**

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
  - e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of any required record drawings;
  - h. Copies of the licenses of the current certified operators;
  - i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
  - j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

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FACILITY: AMS, Inc., Nordgren BTF

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*[62-620.350, 62-602.650, 62-640.650(4)]*

## VI. SCHEDULES

1. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
  - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
  - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

*[62-620.335(1) - (4)]*

## VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

1. This facility is not required to have a pretreatment program at this time. *[62-625.500]*

## VIII. OTHER SPECIFIC CONDITIONS

1. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. *[62-600.410(5) and 62-640.400(6)]*
2. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
3. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
4. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

*[62-604.130(5)]*

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5. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. *[62-600.400(2)(b)]*
6. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. *[62-701.300(1)(a)]*
7. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. *[62-620.310(4)]*
8. The permittee shall provide verbal notice to the Department's Southwest District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Southwest District Office in a written report within 7 days of the sinkhole discovery. *[62-620.320(6)]*
9. The permittee shall provide notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C., if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

*[62-620.625(2)]*

#### IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. *[62-620.610(1)]*
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. *[62-620.610(2)]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor

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does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*

6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. *[62-620.610(11)]*
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. *[62-620.610(12)]*



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13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
  - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
  - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

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19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department's Southwest District Office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
- a. The following shall be included as information which must be reported within 24 hours under this condition:
- (1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
  - (2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
  - (3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
  - (4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
- (1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
    - (a) Name, address, and telephone number of person reporting;
    - (b) Name, address, and telephone number of permittee or responsible person for the discharge;
    - (c) Date and time of the discharge and status of discharge (ongoing or ceased);
    - (d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
    - (e) Estimated amount of the discharge;
    - (f) Location or address of the discharge;
    - (g) Source and cause of the discharge;
    - (h) Whether the discharge was contained on-site, and cleanup actions taken to date;
    - (i) Description of area affected by the discharge, including name of water body affected, if any; and
    - (j) Other persons or agencies contacted.
  - (2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southwest District Office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southwest District Office shall waive the written report.
- [62-620.610(20)]*
21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. *[62-620.610(21)]*
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
- b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
- (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and

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- (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
- c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
- e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
  - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
  - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
  - (2) The permitted facility was at the time being properly operated;
  - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
  - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.
- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Temple Terrace, Florida.

PERMITTEE: Appalachian Materials Services, Inc.  
FACILITY: AMS, Inc., Nordgren BTF

PA FILE NUMBER: FLA280348-007-DW2S/NRL

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

A handwritten signature in blue ink, reading "Stephen G. Thompson". To the left of the signature is a small, stylized blue mark that appears to be the letters "for".

Pamala Vazquez  
Program Administrator  
Permitting & Waste Cleanup Program  
Southwest District



# DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
Compliance Assurance Program,  
**Attn:** Domestic Wastewater,  
13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

PERMITTEE NAME: Appalachian Material Services, Inc.  
MAILING ADDRESS: PO Box 97  
Terra Ceia, Florida 34250-97

PERMIT NUMBER: FLA280348-007-DW2S/NRL

LIMIT: Final REPORT FREQUENCY: Monthly

FACILITY: AMS, Inc. Nordgren BTF  
LOCATION: 16238 Powell Road  
Brooksville, FL 34601-

CLASS SIZE: N/A  
MONITORING GROUP NUMBER: RMP-B  
MONITORING GROUP DESCRIPTION:  
RE-SUBMITTED DMR: ☐  
NO DISCHARGE FROM SITE: ☐  
MONITORING PERIOD From: To:

COUNTY: Hernando  
OFFICE: Southwest District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Sludge, Tot, Dry Wt (as N)	Sample Measurement							
PARM Code 78470 + Mon. Site No. RMP-B	Permit Requirement	Report (Max.)	percent				Every two months	Composite
Phosphorus, Sludge, Tot, Dry Wt (as P)	Sample Measurement							
PARM Code 78478 + Mon. Site No. RMP-B	Permit Requirement	Report (Max.)	percent				Every two months	Composite
Potassium, Sludge, Tot, Dry Wt (as K)	Sample Measurement							
PARM Code 78472 + Mon. Site No. RMP-B	Permit Requirement	Report (Max.)	percent				Every two months	Composite
Arsenic Total, Dry Weight, Sludge	Sample Measurement							
PARM Code 49565 + Mon. Site No. RMP-B	Permit Requirement			75.0 (Max.)	mg/kg		Every two months	Composite
Cadmium, Sludge, Tot, Dry Weight (as Cd)	Sample Measurement							
PARM Code 78476 + Mon. Site No. RMP-B	Permit Requirement			85.0 (Max.)	mg/kg		Every two months	Composite
Copper, Sludge, Tot, Dry Wt. (as Cu)	Sample Measurement							
PARM Code 78475 + Mon. Site No. RMP-B	Permit Requirement			4300.0 (Max.)	mg/kg		Every two months	Composite

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

## DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: AMS, Inc. Nordgren BTF

MONITORING GROUP NUMBER: RMP-B

PERMIT NUMBER: FLA280348-007-DW2S/NRL

MONITORING PERIOD From: \_\_\_\_\_

To: \_\_\_\_\_

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Dry Weight, Sludge	Sample Measurement										
PARM Code 78468 + Mon. Site No. RMP-B	Permit Requirement					840.0 (Max.)		mg/kg		Every two months	Composite
Mercury, Dry Weight, Sludge	Sample Measurement										
PARM Code 78471 + Mon. Site No. RMP-B	Permit Requirement					57.0 (Max.)		mg/kg		Every two months	Composite
Molybdenum, Dry Weight, Sludge	Sample Measurement										
PARM Code 78465 + Mon. Site No. RMP-B	Permit Requirement					75.0 (Max.)		mg/kg		Every two months	Composite
Nickel, Dry Weight, Sludge	Sample Measurement										
PARM Code 78469 + Mon. Site No. RMP-B	Permit Requirement					420.0 (Max.)		mg/kg		Every two months	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. RMP-B	Permit Requirement					100.0 (Max.)		mg/kg		Every two months	Composite
Zinc, Dry Weight, Sludge	Sample Measurement										
PARM Code 78467 + Mon. Site No. RMP-B	Permit Requirement					7500.0 (Max.)		mg/kg		Every two months	Composite
pH	Sample Measurement										
PARM Code 00400 + Mon. Site No. RMP-B	Permit Requirement					Report (Max.)		s.u.		Every two months	Grab
Solids, Total, Sludge, Percent	Sample Measurement										
PARM Code 61553 + Mon. Site No. RMP-B	Permit Requirement					Report (Max.)		percent		Every two months	Composite
Calcium Carbonate Equivalent	Sample Measurement										
PARM Code B0010 + Mon. Site No. RMP-B	Permit Requirement					Report (Max.)		percent		Every two months	Composite

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

**When completed mail this report to:** Department of Environmental Protection, Southwest District Office,  
Compliance Assurance Program,  
**Attn:** Domestic Wastewater,  
13051 N Telecom Pkwy, Temple Terrace, Florida 33637  
[swd\\_dw@dep.state.fl.us](mailto:swd_dw@dep.state.fl.us)

PERMITTEE NAME: Appalachian Material Services, Inc..

PERMIT NUMBER:

FLA280348-007-  
DW2S/NRL

MAILING ADDRESS: PO Box 97  
Terra Ceia, Florida 34250-97

LIMIT:

Final

REPORT FREQUENCY:

Monthly

FACILITY: AMS, Inc. Nordgren BTF  
LOCATION: 16238 Powell Road  
Brooksville, FL 34601-

CLASS SIZE:

N/A

PROGRAM:

Domestic

MONITORING GROUP NUMBER:

RMP-Q

MONITORING GROUP DESCRIPTION:

Biosolids Quantity

RE-SUBMITTED DMR: ☐

NO DISCHARGE FROM SITE: ☐

MONITORING PERIOD

From:

To:

COUNTY:

Hernando

OFFICE:

Southwest District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Received)	Sample Measurement										
PARM Code B0002 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-2	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Land-Applied)	Sample Measurement										
PARM Code B0006 + Mon. Site No. RMP-3	Permit Requirement		Report (Mo. Total)	dry tons						Monthly	Calculated

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

## HAULING RECORD SUMMARY - PART B

Permit Number:  
Monitoring Period

FLA280348-007-DW2S/NRL

From: \_\_\_\_\_ To: \_\_\_\_\_

Facility: AMS, Inc. Nordgren BTF

[illegible]

## INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28<sup>th</sup> of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

### PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

**Resubmitted DMR:** Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

**No Discharge From Site:** Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Sample Measurement:** Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

**No. Ex.:** Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

**Frequency of Analysis:** The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

**Sample Type:** The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comment and Explanation of Any Violations:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.



## PART B - DAILY SAMPLE RESULTS

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Daily Monitoring Results:** Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

## PART D - GROUND WATER MONITORING REPORT

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Date Sample Obtained:** Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

**Time Sample Obtained:** Enter the time the sample was taken.

**Sample Measurement:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

**Detection Limits:** Record the detection limits of the analytical methods used.

**Analysis Method:** Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Sampling Equipment Used:** Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

**Samples Filtered:** Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comments and Explanation:** Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

## SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

**Flow (Limited Wet Weather Discharge):** Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

**Flow (Upstream):** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Actual Stream Dilution Ratio:** To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**No. of Days the SDF > Stream Dilution Ratio:** For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (\*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "\*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in duration of discharge.

**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

**Actual Rainfall:** Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

**Rainfall During Average Rainfall Year:** On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

**No. of Days LWWD Activated During Calendar Year:** Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

**Reason for Discharge:** Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

# BIOSOLIDS STABILIZATION REPORT (BSR) DAILY pH READING RESULTS

PA File Number: FLA280348-007-DW2S/NRL  
Month/Year: \_\_\_\_\_

Tank Identification ID \_\_\_\_\_  
Tank Volume (gallons) \_\_\_\_\_

*AMS, Inc. Nordgren BTF*

	Volume of Residuals Treated (gallons)	Initial pH Reading after adding Lime	Time of Initial pH reading after adding Lime	pH Reading after (2) Hours	Time of pH reading after 2-hour processing	Adjusted pH After Temperature Correction Factor Applied	pH Reading after (24) Hours	Time of pH reading after 24-hour processing	Adjusted pH After Temperature Correction Factor Applied	Quantity of Lime Added (Gallons)
Day of Month										
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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28										
29										
30										
31										

**PLANT STAFFING:**

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

This form shall be submitted to the Department no later than the 28<sup>th</sup> day of the month following the month being reported on for each tank every month.

**\*NOTE: Initial pH Reading prior to liming and (24) hour pH Reading CAN NOT APPEAR on the same date.**

**STATEMENT OF BASIS  
FOR  
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA280348

FACILITY NAME: AMS, Inc. Nordgren BTF

FACILITY LOCATION: 16238 Powell Road., Brooksville, Florida 34601  
Hernando County

NAME OF PERMITTEE: Appalachian Material Services, Inc.

PERMIT WRITER: Raji Ravindran

**1. SUMMARY OF APPLICATION**

**a. Chronology of Application**

Application Number: FLA280348-007-DW2S/NRL

Application Submittal Date: November 7, 2016

**b. Type of Facility**

Domestic Wastewater Treatment Plant

Ownership Type: Private

SIC Code: 4952

**c. Facility Capacity**

Existing Permitted Capacity:	1320 dry tons/year
Proposed Increase in Permitted Capacity:	0 dry tons/year
Proposed Total Permitted Capacity:	1320 dry tons/year

**d. Description of Treatment Facility**

Is an existing Type II, 1,320 dry tons/year Domestic Wastewater Biosolids Treatment Facility (BTF) consisting of one grit removal tank, one 3,000-gallon aerated lime slurry tank, four aerated and liming processing tanks of 143,000 gallons' total volume, two water storage tanks of 45,000 gallons' total volume, a hopper, pumps and blowers. This facility is operated to provide Class B lime stabilization of domestic wastewater biosolids for land application.

**e. Description of Effluent Disposal and Land Application Sites (as reported by applicant)**

Biosolids received by this facility following treatment may be land applied or disposed of in a Class I solid waste landfill.

## 2. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

### A. Biosolids Quantity Monitoring and Reporting.

In accordance with the revised biosolids rule (Chapter 62-640, F.A.C.) effective August 29, 2010, treatment facilities shall maintain a written record of the quantities landfilled, land applied or transferred on a monthly basis for a period of 5-years, [62-640.650(4)(a), F.A.C.]. Biosolids quantities shall be monitored by the permittee and reported monthly on the permittee's Discharge Monitoring Report Monitoring Group RMP-Q, as noted in item 3 below.

### B. Exemption from Capacity Analysis Report (CAR) Requirement.

Pursuant to the revised biosolids rule (Chapter 62-640, F.A.C.) effective August 2010, biosolids treatment facilities are exempt from the capacity analysis report (CAR) requirements of Chapter 62-600.405, F.A.C. [62-640.880(2)]

## 3. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be land applied in accordance with the approved respective land application site's Nutrient Management Plan (NMP) or disposed of in a Class I solid waste landfill.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Received)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Land-Applied)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

See the table below for the rationale for the Class B biosolids limits and monitoring requirements.

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Nitrogen, Sludge, Tot, Dry Wt (as N)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Phosphorus, Sludge, Tot, Dry Wt (as P)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Potassium, Sludge, Tot, Dry Wt (as K)	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Arsenic Total, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Cadmium, Sludge, Tot, Dry Weight (as Cd)	mg/kg	Max	85.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Copper, Sludge, Tot, Dry Wt. (as Cu)	mg/kg	Max	4300.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Lead, Dry Weight, Sludge	mg/kg	Max	840.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Mercury, Dry Weight, Sludge	mg/kg	Max	57.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Molybdenum, Dry Weight, Sludge	mg/kg	Max	75.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Nickel, Dry Weight, Sludge	mg/kg	Max	420.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Selenium Sludge Solid	mg/kg	Max	100.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
Zinc, Dry Weight, Sludge	mg/kg	Max	7500.0	Single Sample	62-640.650(3)(a)3. & 700(5)(a) FAC
pH	s.u.	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Solids, Total, Sludge, Percent	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Calcium Carbonate Equivalent	percent	Max	Report	Single Sample	62-640.650(3)(a)3. FAC
Monitoring Frequency	All Parameters				62-640.650(3)(a)4. FAC
Pathogen and vector attraction reduction monitoring	All Parameters				62-640.600 & 650(3)(a)1. FAC

4. GROUND WATER MONITORING REQUIREMENTS

This section is not applicable to this facility.

5. PERMIT SCHEDULES

Improvement Action	Completion Date
1. Submit an updated capacity analysis report in accordance with permit condition V.B.1.	Five years from the date of permit issuance

6. INDUSTRIAL PRETREATMENT REQUIREMENTS

At this time, the facility is not required to develop an approved industrial pretreatment program. However, the Department reserves the right to require an approved program if future conditions warrant.

7. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO and the facility has not entered into a CO with the Department.

8. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.



9. TERM

The applicant has requested, and the Department agrees, that the permit for FLA280348 be issued for a term exceeding five years. The Department has reviewed the criteria in Section 403.087(3), F.S., and determined that the requirements have been met. AMS, Inc. Nordgren BTF has been in operation for at least five years, is not operating under a permit with an accompanying administrative order, does not have any enforcement action pending against it, and has a good compliance history for at least the preceding two years. An inspection of the facility has been conducted by the Department within the preceding twelve months that documents that the facility is not exceeding its permitted capacity and is in substantial compliance.

10. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available for public inspection during normal business hours at the location specified in item 11. Copies will be provided at a minimal charge per page.

11. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Raji Ravindran  
Engineering Specialist I  
Southwest District Office  
13051 N Telecom Pkwy  
Temple Terrace, Florida 33637  
Telephone No.: 813-470-5798

[Raji.Ravindran@dep.state.fl.us](mailto:Raji.Ravindran@dep.state.fl.us)



Company ID Number: 1109997



## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Appalachian Material Service, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.





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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b> Appalachian Material Service, Inc.	
<b>Name (Please Type or Print)</b> Kathleen M Smith	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/13/2016
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/13/2016





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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Appalachian Material Service, Inc.
Company Facility Address	1250 Vigiron Road Fort Meade, FL 33841
Company Alternate Address	PO Box 12 Bartow, FL 33831
County or Parish	POLK
Employer Identification Number	581849283
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FL

1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Maria A Flores  
Phone Number 9417768706  
Fax 9417768707  
Email amsinc.fl@gmail.com

Name Scott W Tavior  
Phone Number 7573433808  
Fax  
Email amsinc.fl@gmail.com



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This list represents the first 20 Program Administrators listed for this company.



**CITY OF SANIBEL**

**WASTEWATER BIOSOLIDS HAULING AND  
DISPOSAL SERVICES  
BID NO. RFP-UT-25-001/BS**



**Appalachian Material Service, Inc.  
a Florida Corporation  
1250 Vigiron Road, Fort Meade, FL33841  
P.O. Box 12, Bartow, FL 33831  
FEIN 58-1849283**

**Office: 941-776-8706**

**March 12, 2025**



**APPALACHIAN MATERIAL SERVICES, INC.**

**P.O. BOX 12**  
**BARTOW, FL 33831**  
**OFFICE: 941.776.8706**

March 12, 2025

Re: WASTEWATER BIOSOLIDS HAULING AND DISPOSAL SERVICES - RFP-UT-25-001/BS

Dear The City of Sanibel,

Appalachian Material Service, Inc is pleased to respond to the City of Sanibel's invitation to bid for the above referenced project. Enclosed is the requested information.

We appreciate the opportunity to bid on this solicitation. We are confident that we can provide the citizens of Sanibel with an environmentally safe and reliable system to transport, process and dispose of your biosolids. Please feel free to contact me at your convenience.

Sincerely,

Scott Taylor  
Owner/Chairman  
Appalachian Material Services, Inc.



### **COMPANY INFORMATION:**

Appalachian Material Service, Inc. (AMS) is a leading provider of hauling and residual management services, serving municipalities and companies across the southeastern United States for over 35 years. With a commitment to excellence and environmental responsibility, AMS has established itself as an industry leader in biosolids management.

AMS has a long history of over 35 years in biosolids handling, treatment, and disposal, working with numerous municipalities across Southwest Florida. The company over the years has successfully executed numerous contracts with various government entities, including the Department of Corrections, Oldsmar, Zephyrhills, Bartow, and Dunedin, each for over five years. Notably, a number of these have been renewed multiple times, allowing AMS to continue serving the citizens of Southwest Florida with reliable and sustainable biosolids management solutions.

AMS has strategically expanded its operations by constructing two DEP permitted Biosolids Treatment Facilities. These facilities enable the company to offer comprehensive processing and disposal solutions across more than 3,000 acres of permitted application sites throughout Central and Southwest Florida.

Transparency and regulatory compliance are at the core of AMS's operations. The company utilizes advanced tracking systems to furnish clients and local regulatory agencies with detailed information about every load hauled, processed, and land applied. This meticulous approach ensures full accountability and adherence to environmental standards.

As a testament to its commitment to safety and professionalism, AMS maintains a drug-free workplace policy. This initiative, implemented in 2004, underscores the company's dedication to providing reliable, high-quality services while prioritizing the well-being of its employees and clients. AMS remains at the forefront of innovative and responsible biosolids management solutions.



## PROCESSING AND APPLICATION SITE INFORMATION:

### PRIMARY PROCESSING SITE:

- **AMS Central Residuals Management Facility FLA467049:** This facility was placed into operation in February of 2007. In keeping with the design of the Nordgren RMF, the AMS Central plant was initially constructed to process both liquid and cake residuals for treatment.

#### Facility Data Sheet:

Name: AMS, Inc. Central RMF

Facility ID: FLA467049

Facility Type: II

Permitted Design Capacity: 1,625 Dry Tons/year

Location: Polk County

Reliability Class: 1

### BACK-UP PROCESSING SITE:

- **AMS Nordgren Ranch Residuals Management Facility FLA280348:** Placed into operation in 2002, this facility was initially constructed to **process residuals with greater percent solids content**. For that reason, the AMS Nordgren RMF was designed, keeping utilities with dewatering capabilities in mind. This facility can handle both liquid and cake residuals for treatment.

#### Facility Data Sheet:

Name: Appalachian Material Services Nordgren Ranch RMF

Facility ID: FLA280348

Facility Type: II

Permitted Design Capacity: 1625 Dry Tons/year

Location: Hernando County

Reliability Class: 1

Other sites serviced: 6





AMS, Inc. currently maintains and operates the following application sites:

<b>Residuals Land Application Sites</b>	<b>Permit #'s</b>	<b>Applicable Acreage</b>	<b>County of Location</b>	<b>Type of Site*</b>
Hart-Albritton State Road 66 & Highlands County Line, Sebring, FL 33875	FLA288233	1512.57	Highlands	WW
JMC Ranch 3403 ABC Road, Lake Wales, FL 33853.	FLA290386	345.41	Polk	WW
Melton Ranch 21628 Lockhart Road, Dade City, FL 33523.	FLA287709	447.35	Hernando	AW
Nordgren Property 16238 Powell Road, Brooksville, FL 34601.	FLA287717	116.5	Hernando	WW
7C Carter Ranch 343 ABC Road, Lake Wales, FL 33853.	FLA290131	786	Polk	AW

***\*AW: All weather sites, WW: Wet weather sites***



### **EQUIPMENT INFORMATION:**

As part of our commitment to provide our clients with excellent quality service, AMS, Inc. currently maintains and operates a fleet of trucks, tankers, trailers and miscellaneous equipment to properly transport, process and land apply wastewater residuals in accordance with DEP regulations. Table No. 1 provides a short list of items that may be used for this project. A trailer with dimensions listed below which holds 24 tons will be placed at the facility.

**Table No. 1 Equipment List**

<b>WALK OUT TRAILERS</b>		<b>VIN</b>
2002	TRINITY	1T9SC42202B656142
2002	TRINITY	1T9SC42222B656143
2002	TRINITY	1T9SC42222B656014
2002	TRINITY L: 42' X 103" w x 64" deep - ground to side top 108 "	1T9SC42262B656050
2005	TRINITY L: 43' 3" w x 102" w x 58" deep – ground to side top 112"	1T9SC42245B656259
2005	TRINITY L: 43' 3" w X 102" w x 58" deep – ground to side top 112"	1T9SC42225B656258
2017	TRINITY L: 43' 3" w X 102" w x 58" deep – ground to side top 112"	1T9SC4223HB656273
2019	TRINITY L: 43' 3" w x 102" w x 58" deep – ground to side top 112"	1T9SC4221KB656117
<b>TRUCKS</b>		<b>VIN</b>
2001	MACK TRUCK	1M1AA18Y81W142807
2006	MACK TRUCK	1M1AJ06Y46N003834
2016	MACK TRUCK	1M1AN07Y9GM022440
2016	MACK TRUCK	1M1AN07YGM025036
2016	WEST STAR	5KJJB LD57GLHF6408
2017	MACK TRUCK	1M1AN07Y2HM025407
2017	MACK TRUCK	1M1AN07Y6HM025409
2017	MACK TRUCK	1M1AN07Y6HM025037
<b>BIOSOLIDS TREATMENT FACILITIES</b>		<b>DEP Permit #</b>
FACILITY:	APPALACHIAN MATERIAL SERV. INC. RMF	FLA268267
FACILITY:	AMS, CENTRAL RMF AND PROPERTY	FLA467049
<b>TANKER TRAILERS</b>		<b>VIN</b>
1985	FRUEHAUF	1H4T04025FL021602
1985	FRUEHAUF	1H4T04025FL021616
1981	TRIM	1T9AE14B XBF003231
1990	HEIL	1HLA3A7B5L7H54831
1987	FRUEHAUF	1H4T04223HL011005
1981	HEIL	1HLA3A7B8B7J51772
1980	POLAR	A14935
1978	HEIL	950117
1978	HEIL	950116
1978	HEIL	929915
1970	HEIL	921918
1980	HEIL	951005



## **TREATMENT PLAN FOR BIOSOLIDS FOR THE CITY OF SANIBEL:**

**1. Introduction** This Treatment Plan outlines the procedures for the storage, handling, transportation, treatment, and disposal of wastewater biosolids from the City of Sanibel in compliance with the **Florida Department of Environmental Protection (FDEP)** regulations. The biosolids will be processed using **lime stabilization** to achieve **Class B** standards.

### **2. Biosolids Handling and Storage**

- **Receiving and Inspection:** Upon arrival at our processing facility, each load of biosolids will be visually inspected and tested for moisture content, pH, and any contaminants.
- **Temporary Storage:** If immediate processing is not possible, biosolids will be stored in a dedicated holding area with impermeable containment to prevent leachate issues.
- **Wet Weather Contingency:** A covered spare trailer will be on standby to store biosolids during adverse weather conditions, ensuring operations continue uninterrupted and maintaining regulatory compliance.

### **3. Transportation Plan**

- **Hauling Process:** Biosolids will be transported in sealed, leak-proof trailers to prevent spillage during transit.
- **Routing Considerations:** Haul routes will be pre-planned to comply with all local and state regulations, avoiding environmentally sensitive areas whenever possible.
- **Spare Trailer for Wet Weather:** A backup trailer will be available to ensure storage capacity is maintained in case of delays due to inclement weather.

### **4. Lime Stabilization Process**

- **Lime Addition:** Hydrated lime ( $\text{Ca}(\text{OH})_2$ ) will be added to the biosolids at an established dosage to achieve a **pH of 12 for at least 2 hours**, ensuring pathogen reduction and vector attraction minimization per **FDEP** requirements.
- **Mixing and Monitoring:**
  - Biosolids will be blended using mechanical mixers to ensure uniform lime distribution.
  - pH will be continuously monitored and adjusted as necessary.
- **Curing Period:** Treated biosolids will be allowed to cure in a designated area before final disposal or land application.

### **5. Compliance and Quality Control**

- **Regulatory Sampling:** Samples will be collected and analyzed periodically to confirm compliance with **FDEP Class B biosolids** requirements.
- **Record Keeping:** Detailed logs of biosolids received, lime addition rates, pH readings, and treatment outcomes will be maintained for regulatory reporting.



## 6. Final Disposal

- **Land Application:** Treated biosolids will be land-applied in accordance with site-specific management plans to permitted land.

## 7. Wet Weather Contingency Plan

- **Additional Storage Capacity:** Spare trailers and covered storage bins will be available to store biosolids during periods of heavy rainfall.
- **Stormwater Management:** The facility will have stormwater controls in place to prevent runoff contamination.
- **Operational Flexibility:** Hauling schedules will be adjusted as needed to accommodate weather-related disruptions.

**8. Conclusion** This Treatment Plan ensures that biosolids received from the **City of Sanibel** are handled, processed, and disposed of in full compliance with **FDEP** regulations. Our facility's infrastructure, backup storage capacity, and operational flexibility ensure that treatment remains consistent, even under wet weather conditions





## **Billing and Invoicing Reporting Procedures for Appalachian Material Service**

Appalachian Material Service follows a structured and transparent approach to billing and invoicing to ensure accuracy, compliance, and efficiency in financial transactions. Our procedures are designed to align with best practices and regulatory requirements, including our engagements with the City of Sanibel.

### **1. Invoice Generation and Recording**

- All invoices are generated using the company's standardized billing system.
- Each invoice includes a unique invoice number, issue date, client details, and a breakdown of charges.
- Digital and physical records of all invoices are maintained for accuracy and compliance.

### **2. Submission and Tracking**

- Invoices are submitted to clients, including the City of Sanibel, through approved communication channels (email, mail, or online portal).
- The date of submission and expected payment due date are recorded in the tracking system.
- Invoice status is regularly updated (e.g., pending, paid, overdue) to ensure transparency.

### **3. Payment Collection and Reporting**

- Payments received are monitored and reconciled with issued invoices.
- Daily, weekly, and monthly reports on received payments are generated.
- Outstanding invoices are identified and categorized by aging periods (e.g., 30, 60, 90+ days overdue).

### **4. Late Payment and Follow-Up Procedures**

- Payment reminders are issued as due dates approach, with escalations handled per company policy.
- Late fees are applied if specified in contractual agreements.
- A detailed record of all follow-up communications and actions taken on overdue accounts is maintained.

### **5. Financial Reconciliation and Auditing**

- Invoices are cross-checked against financial records to ensure accuracy.
- Periodic audits of the billing system are conducted to detect and address discrepancies.
- Reports on invoicing trends, outstanding balances, and revenue projections are prepared for internal review and external reporting when required.

### **6. Compliance and Documentation**



- All invoicing and billing practices adhere to financial regulations and company policies.
- Organized records are maintained for tax filings and financial reviews.
- Regular reports on billing performance and outstanding receivables are provided to upper management and stakeholders, including the City of Sanibel, as required.

This structured approach ensures that Appalachian Material Service maintains a high level of accountability, accuracy, and efficiency in its billing and invoicing processes, particularly in its partnerships with municipal entities like the City of Sanibel.



## **Key Project staff**

### **William Hauser**

**Title:** President/Operations

**Date of hire:** April 2001

**Experience:** Served in the Army for four years, 72-G Telecommunications Center Operator Specialist E-4 with Top Security Clearance for support of troops movement, supervision of support staff, and base training instructor. Worked in the sludge industry as driver, dispatch manager, field supervisor, logistics, regulatory compliance, and subcontractor relationships during approx. 11 years prior to coming to AMS. Hired in 2001 to manage drivers and logistics ensuring customer satisfaction and profitability, works closely with ranchers and plant operators to ensure regulatory compliance, communicate with DEP personnel, and attend DEP site/treatment facility inspections, DOT compliance, aids in the overseeing of current customer pricing and assists with bids to ensure profitability of company.

### **Bernie L. Thompson III**

**Title:** Head of Maintenance

**Date of hire:** November 2002

**Experience:** Has 30+ years' management, mechanical and welding experience with basic electrical knowledge. Hired in 2002 to Shop manager, responsible for purchasing necessary items and prioritizing repair of equipment either inhouse or to external provider, create and ensure scheduled maintenance on fleet is completed to ensure safe operating standards are met, identifies what equipment requires replacement, negotiates best price fuel/oil purchasing, monitor daily dispatch for DOT compliance with hours, scheduling equipment maintenance for BTF facilities, development of contract driver pricing/load payments, oversees current customer pricing and assists with bids with Treasurer and General Manager to ensure profitability of company.

### **Ira Sturgis**

**Title:** Maintenance

**Date of hire:** November 2024.

**Experience:** Ira is a seasoned Diesel Mechanic with 20 years of fleet management experience and expertise in DOT compliance. He specializes in maintaining heavy equipment, optimizing fleet performance, and ensuring regulatory compliance.

### **Nicholas Manailovich**

**Title:** CDL Driver

**Date of hire:** October 28, 2013

**Experience:** Served in the Army for 5 years, 27 Echo, supervising and repairing anti-tank missile systems. Attended NCC Trucking Academy in 1994 and obtained CDL license. Prior to working for AMS in 2013, Nick worked for various companies as a CDL driver, hauling various materials from dry bulk, hazardous, food products and wastewater. He currently has a record of 29 years of safe driving commercial Motor vehicles.

### **Matthew Sullens**

**Title:** CDL Driver, Nordgren Operations.

**Date of hire:** November 2007

**Experience:** Worked in positions requiring CLD license since 1997 with experience driving dump trucks to semi's and was a small business owner for 6 years. Hired by



AMS in 2007 as a driver. He has 18 yrs. experience in wastewater residuals and currently has 26 years of safe driving history as a CDL driver.

**Maria Flores**

**Title:** Office Coordinator

**Date of hire:** February 2003

**Experience:** Maria is an experienced Office Manager with expertise in administrative operations, invoicing, and financial reporting. With a strong background in office coordination, Maria ensures efficient workflows, accurate billing processes, and compliance with company policies.

**Scott Taylor**

**Title:** Owner/Chairman

**Date of hire:** November 2024.

**Experience:** Scott Taylor is a businessman, former U.S. Navy SEAL, and public servant. He is the Chairman of Appalachian Material Service Inc., a waste management firm in Central Florida, TGS Global, a consulting firm specializing in international business and government relations. He also chairs The Elah Group LLC and Black Canyon Gateway LLC, which focus on defense and logistics. He holds a bachelor's and Master's degree in International Relations from Harvard University Extension School and a Master's Certificate in Government Contracting from Old Dominion University.

**Jade Stinson PhD**

**Title:** Owner/CEO

**Date of hire:** November 2024.

**Experience:** Bringing extensive expertise in chemical manufacturing, wastewater treatment plant operations, and technology commercialization. Her operations experience spans global leadership in chemical manufacturing and wastewater treatment, including serving as Head of Global Operations for BASF's Professional and Specialty Solutions business. Dr. Stinson's doctoral research was conducted for the UK's Department for Environment, Food and Rural Affairs, focusing on environmental science and analytical chemistry. She holds a Ph.D. in Analytical Chemistry from the University of Manchester, an MBA from Manchester Business School, an MS in Instrumentation and Analytical Science from UMIST, and a BS in Biomedical Science.





**References:**

Facility/Customer Name	Contract
City of Dunedin Contact: Brian Antonio (727) 298-3256 Email: bantonio@dunedinfl.net	1990 to Present
Avon Park Correctional Facility Contact: Patrick Franklin (863) 452-8917 Email: Patrick.Franklin@mail.dc.state.fl.us	2007 to Present
City of Tarpon Springs Contact: Robert Marcincuk (727) 942 5616 ext. 2301 Email: rmarcincuk@ctsfl.us	2009 to Present



**Appalachian Material Service Organizational Chart**

