



Memo

To: Delray Beach Community Redevelopment Agency
From: RES (Jeff Peters & Kathryn Eisnor)
cc: Project File PRJ113967
Date: 3/17/2026
Re: Unique Oil #8, located at 805 West Atlantic Avenue, Delray Beach Florida

RES has prepared this memo to assist the City of Delray Beach Community Redevelopment Agency (CRA) Board with the cleanup of the property known as Unique Oil #8, located at 805 West Atlantic Avenue, Delray Beach Florida, FDEP Facility Number 50/8514474. Specific items discussed in this memo include:

1. Status of current remediation efforts
2. Status of next Purchase Order (PO)
3. Potential PO rejection by County/State
4. Potential paths forward including no further action, conditional closure, brownfield designation
5. Potential effects on future development, how property can be developed with on-going assessment/remediation, next steps/pathways, future conditions that may affect development
6. A short summary (in layman's terms) for CRA use based on the quarterly report
7. Similar projects that we have participated in and outcomes

1. Status of current remediation efforts
 - Onsite soil and groundwater petroleum contamination has been remediated to below applicable FDEP cleanup target levels
 - Offsite groundwater, petroleum contamination remains beneath Atlantic Avenue which is to the south of the site. The contamination beneath Atlantic Avenue has historically been linked to this site
 - 2025-10-12 Supplemental Site Assessment Report (SSAR) submitted to Palm Beach County Environmental Resources Management (PBC-ERM). Pertinent figures from this report are provided in **Attachment 1**.
 - 2025-12-01 SSA SSAR approved by PBC-ERM
 - Additional monitoring wells and sampling proposed and approved, also provided in **Attachment 1**.
2. Status of next PO
 - As of 3/15/2026, a PO has not been issued for a new Scope of Work (SOW) by PBC-ERM
3. Potential PO rejection by County/State
 - Not probable that the SOW will be rejected by the County/State
4. Potential paths forward including no further action, conditional closure, brownfield designation
 - Site Rehabilitation Completion Order (SRCO) – not likely
 - i. An SRCO is typically for all contamination associated with the petroleum discharge, whether off-site or not, so this designation will probably not occur in the near future
 - No Further Action with Conditions (NFAC) – most probable outcome
 - i. This designation will require the FDOT to accept the condition that contamination is under their road. The FDOT and FDEP have a Memorandum of Understanding (MOU) for this scenario



- Brownfield designation closure – possible
 - i. The same closure options are available, so there is not an immediate advantage in pursuing a brownfield designation and forfeit the FDEP funding. A site can only be in 1 funding program, so if a brownfield designation is pursued, the FDEP funding goes away.
- FDEP Petroleum Restoration Program – slow, but pays 100%
 - i. You do have the option to reject one Agency Term Contractor (ATC), so if PI Environmental does not meet your requirements, you can select another. This option is available through the Site Access Agreement, Item 21. C. (**Attachment 2**). RES is an ATC
- FDEP Brownfield Program – faster, but requires payment and tax credit issuance for costs incurred
 - i. The CRA will need to pay for closure, so there is no advantage at this time in switching programs from the FDEP PRP program to the brownfield program

5. Potential effects on future development

- Most properties can be redeveloped during any phase of site rehabilitation
- Unique Oil #8 can be developed during additional assessment activities
- May have to treat effluent if dewatering is required
- Other limitations should not be an issue (soil/vapor/etc.)
- May have to place some monitoring wells within the redevelopment for a short period of time
- The Site Access Agreement (SAA) allows some flexibility on assignment and access (**Attachment 2**)
- Investigating Marathon facility across the street

6. Site Status Summary

The onsite soil and groundwater petroleum contamination has been remediated to below applicable FDEP cleanup target levels. Offsite groundwater petroleum contamination remains beneath Atlantic Avenue which is to the south of the site. The contamination beneath Atlantic Avenue has historically been linked to this site and additional monitoring wells are proposed for further delineation purposes.

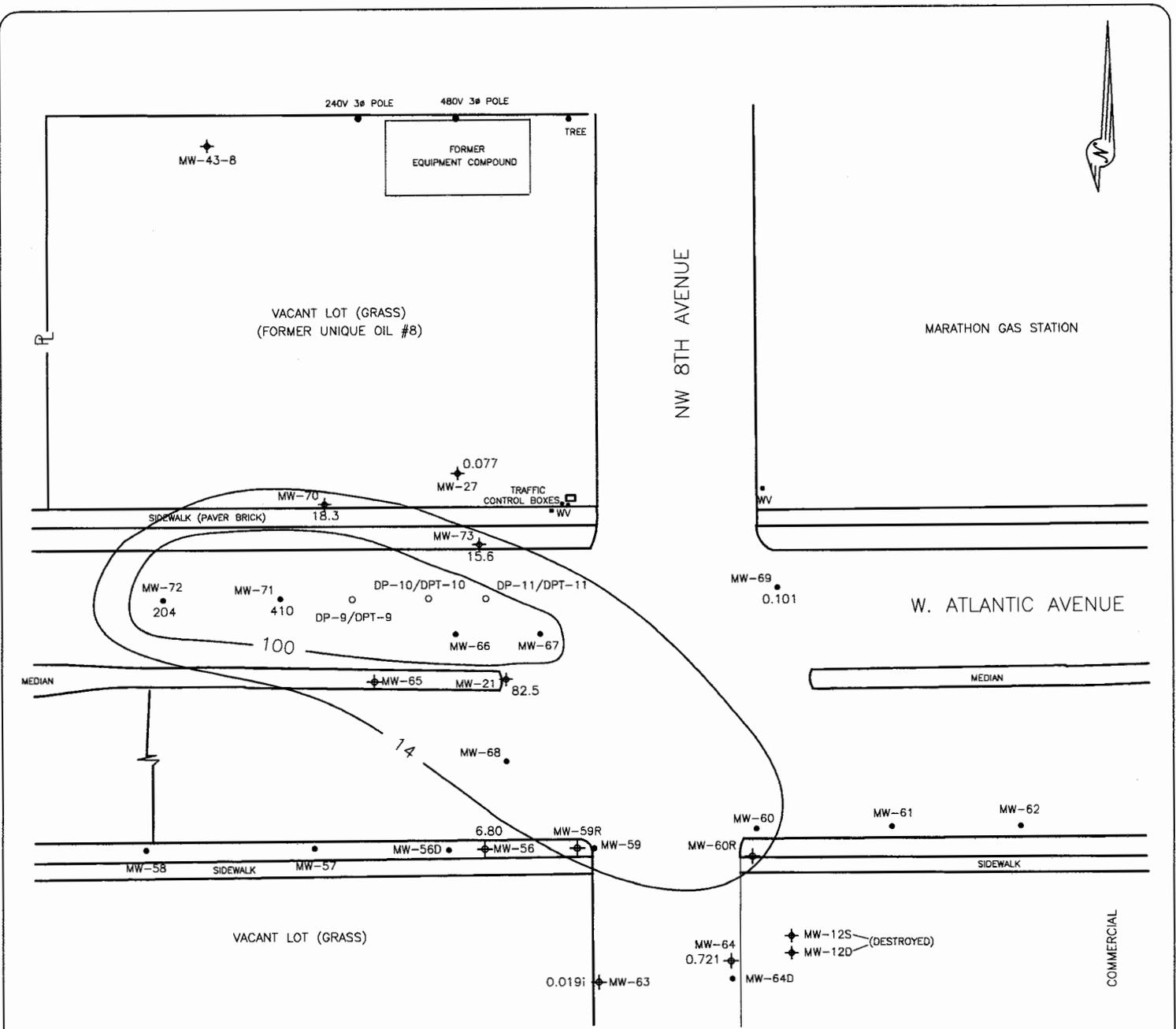
7. Similar Projects (**Attachment 3**)

- Lakewood Point – Housing + Open Space – Tampa
 - i. This property was the site of an illicit landfill that was developed through the brownfield program into an apartment complex, offering work-force housing and open spaces for a pool and pond. Project highlights included the installation of a vapor barrier and passive gas collection system, an institutional control of 2 feet of clean soil, impervious barriers such as roads and parking areas, and the submittal of over \$500K in VCTCs and Affordable Housing Tax Credits
- Ameila Court – Mixed-Use (Ground Floor Commercial + Housing) – Orlando
 - i. This project is currently under construction in downtown Urban Orlando, on the location of a former Department of Agriculture testing site. It will provide ground-floor commercial retail with apartment housing above. It is located near a Sunrail train station, taking advantage of transportation options, along with walking access to UCF and FL A&M colleges
- Former J&S Garage – Commercial Use - Pompano Beach CRA
 - i. This project is similar to Unique Oil #8, with petroleum contamination migrating off-site under a road, and the site is ready for redevelopment of the new Pompano Beach Courthouse. However, this site is not eligible for an FDEP cleanup program, so the brownfield program is being investigated for assistance with assessment/remediation of the off-site plume and any remnant contamination that may still exist on the site.



Attachment 1

- *Figures from Supplemental Site Assessment Report*



LEGEND:

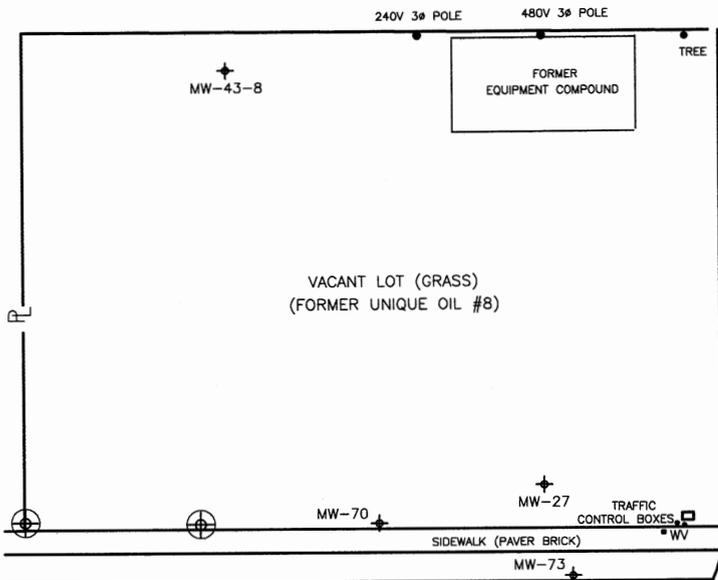
- ◆ MONITORING WELL
- TEMPORARY MONITORING WELL
- DPT SOIL BORING

- NOTES:**
- 1) MONITORING WELLS MW-56 THROUGH MW-73 ARE 1 INCH DIAMETER, WITH SCREEN FROM 3 TO 18 FEET. MW-57 THROUGH MW-62, MW-56D, MW-64D, MW-66, MW-67, MW-68, MW-69, MW-71, AND MW-72 WERE TEMPORARY WELLS FOR ONE TIME SAMPLING EVENT. MW-56D AND MW-64D WERE TEMPORARY 1 INCH DIAMETER WELL POINTS WITH SCREEN FROM 25 TO 30 FEET.
 - 2) SOIL BORINGS DP-9/DPT-9, DP-10/DPT-10, AND DP-11/DPT-11 ARE WITHIN THE NORTHERNMOST LANE OF ATLANTIC AVENUE. EACH OF THE THREE BORINGS IS 18 FEET BELOW GRADE.
 - 3) CONCENTRATIONS ARE IN PARTS PER BILLION (PPB).
 - 4) LAB DATA IS FROM AUGUST 2025 SAMPLING EVENTS. SEE FIGURE 5 FOR SAMPLING DATES.

PI ENVIRONMENTAL, INC.
 CONSULTING * ENGINEERING * CONSTRUCTION
 P.O.Box 11983 * Ft. Lauderdale, FL 33339-1983
 Phone: (954) 565-2301

GROUNDWATER PLUME MAP
NAPHTHALENE
UNIQUE OIL #8
 805 WEST ATLANTIC AVENUE
 DELRAY BEACH, FLORIDA

SCALE:
 0 20' 40'
 1" = 40'

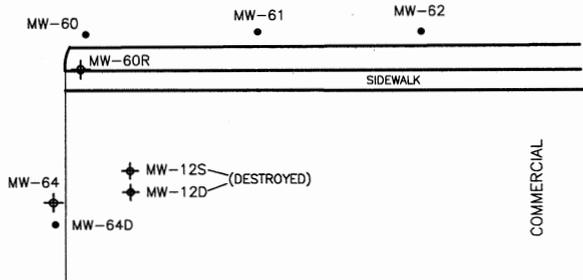
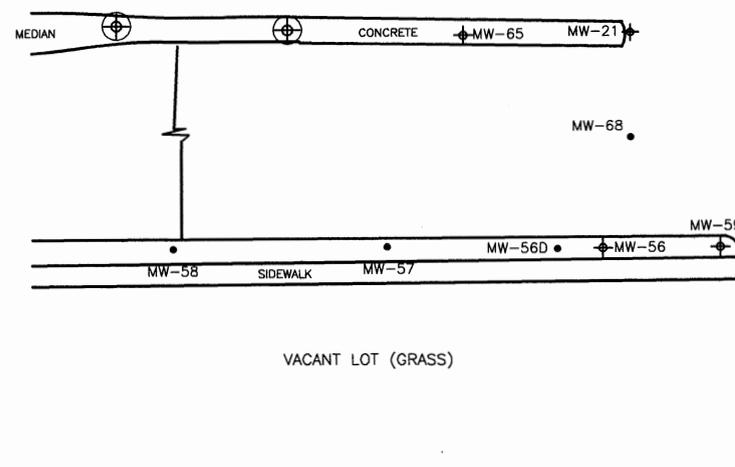


NW 8TH AVENUE

MARATHON GAS STATION



W. ATLANTIC AVENUE



LEGEND:

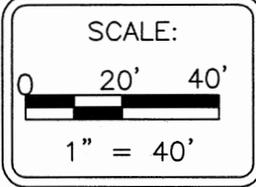
- ⊕ MONITORING WELL
- TEMPORARY MONITORING WELL
- DPT SOIL BORING
- ⊕⊕ RECOMMENDED MONITORING WELL
- ⊕⊕● RECOMMENDED TEMPORARY MONITORING WELL

NOTES:

- 1) MONITORING WELLS MW-56 THROUGH MW-73 ARE 1 INCH DIAMETER, WITH SCREEN FROM 3 TO 18 FEET. MW-57 THROUGH MW-62, MW-56D, MW-64D, MW-66, MW-67, MW-68, MW-69, MW-71, AND MW-72 WERE TEMPORARY WELLS FOR ONE TIME SAMPLING EVENT. MW-56D AND MW-64D WERE TEMPORARY 1 INCH DIAMETER WELL POINTS WITH SCREEN FROM 25 TO 30 FEET.
- 2) SOIL BORINGS DP-9/DPT-9, DP-10/DPT-10, AND DP-11/DPT-11 ARE WITHIN THE NORTHERNMOST LANE OF ATLANTIC AVENUE. EACH OF THE THREE BORINGS IS 18 FEET BELOW GRADE.
- 3) ONE ADDITIONAL TEMPORARY AND FOUR PERMANENT MONITORING WELLS ARE RECOMMENDED FOR DELINEATION OF THE OFFSITE DISSOLVED HYDROCARBON PLUME.

PI ENVIRONMENTAL, INC.
 CONSULTING * ENGINEERING * CONSTRUCTION
 P.O.Box 11983 * Ft. Lauderdale, FL 33339-1983
 Phone: (954) 565-2301 * Fax: (954) 566-5609

SITE PLAN
 (ADDITIONAL ASSESSMENT)
 UNIQUE OIL #8
 805 WEST ATLANTIC AVENUE
 DELRAY BEACH, FLORIDA



#508514474\2025\SEPT\8.DWG

DRAWN BY:
MYH

DATE:
9/27/2025

DEP FAC #:
508514474

FIGURE: 8



Attachment 2

- *Site Access Agreement*

SITE ACCESS AGREEMENT

1. The Parties. The undersigned real property owner, Delray Beach Community Redevelopment Agency, ("**Owner**"), hereby give(s) permission to the State of Florida, Department of Environmental Protection ("**Department**") and it's Agency Term Contractor, subcontractors, and vendors ("**Contractor**"), to enter the Owner's property ("the Property") located at 805 W. Atlantic Avenue, Delray Beach, Florida, 8514474.

2. The Property. Owner owns the certain parcel(s) 12-43-46-17-22-001-0090 of real property located at 20 N. Swinton Avenue, Delray Beach, Florida (the "**Property**"), depicted on the attached legal description as Exhibit "A." FENNOS J G SUB, LT 9 (LESS E 25 FT NW 8TH AVE R/W), LT 10 (LESS W 20 FT), LTS 11 THRU 14 (LESS W 20 FT, E 25 FT NW 8TH A.

3. Permissible Activities. This Site Access Agreement ("Agreement") is limited to activities which may be performed by the Department or its Contractors pursuant to Chapter 62-780, Florida Administrative Code (F.A.C.), without cost to the Owner (unless required in a separate agreement) to locate contamination, determine contamination levels and, when necessary, remove and remediate contamination which may be performed by the Department and its Contractor. This access is provided only for the contamination either eligible for a state-funded cleanup or is being investigated pursuant to a consent order with the Department. The following activities are included in this Agreement but are not limited to this list:

- conduct soil, surface, subsurface, and groundwater investigations, including but not limited to entry by a drill rig vehicle and/or support vehicles;
- install and remove groundwater monitoring wells;
- use geophysical equipment;
- use an auger for collecting soil and sediment samples;
- locate existing wells;
- collect waste, soil, and water samples;
- remove, treat and/or dispose of contaminated soils and water;
- remove contaminated soil by digging with backhoes, large diameter augers and similar equipment;
- install, operate, and remove remedial equipment;
- install and remove utility connections;
- trenching for connection of remediation wells to equipment; and
- conduct surveys, prepare site sketches, and take photographs.

4. Duration and Termination of Access. This Agreement is granted, without any fee or charge to the Department or Contractor, for so long as is necessary to assess, remove, monitor and remediate the contamination on the Property. Access shall be allowed for the Department (including its employees and contracted site managers with Teams 5 and 6 or local government, if applicable) immediately upon the execution of this Agreement.

However, access for a Contractor can be contingent upon the Owner timely entering into a separate site access agreement with the Contractor (if the Owner wants a separate agreement with the Contractor please check the appropriate box at the end of this document). Such agreement with a Contractor is not binding upon the Department. This Agreement shall continue until the Department's entry of a site rehabilitation completion order pursuant to Rule 62-780.680, Florida Administrative Code, or low-scored site initiative no further action order pursuant to Section 376.3071(12)(b), Florida Statutes ("Order"). At which time the Owner shall be provided a copy of the Order and this Agreement shall be automatically terminated.

5. Work Performed during Business Hours. The Department and Contractor may enter the Property during normal business hours and may also make arrangements to enter the Property at other times after agreement from the Owner.
6. Activities Comply with Applicable Laws. The Department and Contractor agree that any and all work performed on the Property and in association with this Agreement shall be done in a good, safe, workmanlike manner, and in accordance with applicable federal and state statutes, rules and regulations.
7. Proper Disposal of Contaminated Media. The Department and Contractor shall ensure that soil cuttings, any work materials, and water generated shall be disposed of in accordance with Environmental Laws. All soil cuttings, waste materials and development water generated shall be promptly removed from the Property.
8. Property Restoration. The Department shall pay the reasonable costs of restoring the Property as nearly as practicable to the conditions which existed before activities associated with contamination assessment or remedial action were taken.
9. Owner's Non-Interference. The Owner shall not interfere with the Department or Contractor when performing the Permissible Activities. Owner shall not damage any equipment including wells, piping, and remediation system that may be located on the Property. Owner shall notify the Department 90 days prior to commencement of any construction, demolition or other work on the Property that may damage or destroy any part of the equipment installed under this Agreement. If the Department anticipates that the remediation equipment will not be used for over one calendar year, the Owner can request removal of the remediation equipment if it is interfering with the operation of the business or with planned construction activities.
10. Non-revocable. If Property is the source of the discharge that is eligible for State funded remediation pursuant to Chapter 376, Florida Statutes, access to the Property is required and Owner may not revoke this Agreement with the Department until the appropriate site rehabilitation completion order is issued under Chapter 62-780.680 or a low-scored site initiative order issued pursuant to Section 376.3071(12)(b), Florida Statutes, is final.

11. No Admission. The granting of this Agreement by the Owner is not intended, nor should it be construed, as an admission of liability on the part of the Owner for any contamination discovered on the Property.
12. Owner's Use of Property. The Owner retains the right to use the Property, and the Department and its Contractors will work with the Owner regarding minimizing activities that may interfere with the Owner's management and use of the Property. However, neither the Department nor the Contractor are responsible for any inconvenience, economic injury, or business damage that Owner may suffer due to the performance of any Permissible Activity. This agreement does not modify any legal right the parties may have regarding negligent acts.
13. Owner's Release of Claim. If Owner selected a qualified contractor (not an agency term contractor), the Owner hereby releases the Department from any and all claims against the Department performed by the Owner's selected contractor arising from or by virtue of, the Permissible Activities.
14. Injury to Department. The Owner shall not be liable for any injury, damage or loss on the Property suffered by the Department, Department employees or Contractors not caused by the negligence or intentional acts of the Owner's agents or employees.
15. Indemnification. The Department does not indemnify the Owner, see paragraph 16. The Contractor has indemnified the Department. However, if the Owner chooses to enter into a separate access agreement with the Contractor, the Contractor is not prohibited from indemnifying Owner as long as such indemnification does not conflict with the Contractor's indemnification of the Department. Where no conflicts exist, any subsequent indemnification by the Contractor to any party associated with the Permissible Activities is subservient and subordinate to the Contractor's indemnification of the Department.
16. Sovereign Immunity. The Department acknowledges and accepts its responsibility under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees while on the Property.
17. Public Records. All documents created or received associated with the Permissible activities are a public record pursuant to Chapter 119, Florida Statutes. The Owner may retrieve any documents or other information related to the Permissible Activities online using the facility number reference above.
<http://depedms.dep.state.fl.us/Oculus/servlet/login?action=login>
18. Entire Agreement. This Agreement shall constitute the entire agreement between the Department and the Owner regarding this grant of access to the Department as stated herein. No modification, amendment or waiver of the terms and conditions of this Agreement shall be binding upon Department unless approved in writing by an authorized representative of Owner and Department.

19. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action or proceeding arising from or relating to this Agreement shall be in the appropriate Florida court having jurisdiction located in Leon County, Florida.

20. Severability. Any provision of this Agreement that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

21. No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action or other right.

A. Are additional requirements attached to this agreement? Note: Additional requirements must be on a separate page titled Exhibit B and include the facility ID#, owner signature and date on the page.

YES

NO

B. Do you wish to participate or provide input with respect to rehabilitation of this facility?

YES

NO

C. Do you wish to exercise the option to reject one Agency Term Contractor prior to assignment of work?

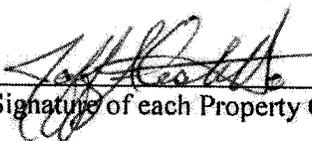
YES

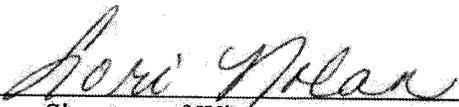
NO

D. Do you want the Contractor to contact you to obtain a separate site access agreement? Note: Additional site access agreements must be completed between the owner and ATC within ninety (90) calendar days.

YES

NO


Signature of each Property Owner

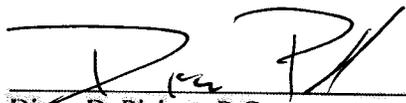

Signature of Witness

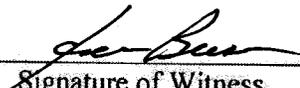
JEFFREY A. COSTELLO 11/5/15
Print Name Date

LORI NOLAN
Print Name Date

20 N. SWINTON AVENUE, DELRAY BEACH, FL 33444
Property Owner Mailing Address
(561) 276-8640
Property Owner Telephone or Cell Phone Number
costelloj@mydelraybeach.com
Property Owner E-mail Address

Accepted by the State of Florida Department of Environmental Protection:


Diane D. Pickett, P.G.
Program Administrator
Petroleum Restoration Program


Signature of Witness

11/30/15
Date

Ken Busen 11/30/15
Print Name Date

Attachments: Exhibit A- Legal description of the Property.

FDEP Coordinates (Degrees Minutes Seconds) for Facility Id.#:

Latitude 26° 27' 42.8486"

Longitude 80° 4' 53.3018

Exhibit A –Legal Description

**FENNOS J G SUB, LT 9 (LESS E 25 FT NW 8TH AVE R/W), LT 10 (LESS W 20 FT), LTS 11 THRU 14
(LESS W 20 FT, E 25 FT NW 8TH A**



Attachment 3

- *Lakewood Pointe*
- *Amelia Court*
- *Former J&S Garage*



Lakewood Pointe Workforce Housing Brownfield Redevelopment

RES completed a Phase I ESA for the Site in May 2008 on behalf of Lakewood Pointe, Ltd. (LPL). The purpose of this Phase I ESA was to support purchase of the property for redevelopment as a workforce housing rental community in Hillsborough County, Florida. During completion of this Phase I ESA, historical aerial photographs were reviewed to obtain information concerning historical land use.

Evaluation of these aerial photographs indicated site disturbance activities in the 1970s. Phase II ESA activities revealed a 2.5-acre area where roadway debris had been used as fill material. LPL pursued the completion of the Site Assessment in order to receive funding through their lending institution. Contaminants of concern identified within this debris area include arsenic, chromium, and petroleum. The 144-unit workforce housing community consists of 1-, 2-, 3- and 4-bedroom units with a full benefit of amenities and services to accommodate the lifestyle of all residents. This high-quality development includes two nature preserve areas, and a community pool and clubhouse, along with a toddler play area.

Deep-dynamic compaction (DDC) was implemented for building foundation stabilization purposes. Once the DDC was completed, the Site Assessment Report (SAR) was prepared and submitted to FDEP Southwest District for approval. The SAR was approved in July 2009, and the RAP was approved in December 2009. Engineering Controls and Institutional Controls are used within the debris area to ensure the safety of the residents of Lakewood Pointe. These controls were implemented and are maintained in accordance with current FDEP policies and procedures. The Brownfield Site Rehabilitation Agreement (BSRA) was signed in December 2009.

RES integrated cost-savings measures into the assessment and remedial planning throughout the project. For example, the selected remedial alternative of soil and landfill gas management combined with Engineering/Institutional Controls has saved LPL millions of dollars over conventional remedial methods.





Amelia Court at Creative Village

RES completed a Phase I Environmental Site Assessment (ESA) on a proposed multi-family residential property, located within the City of Orlando's Creative Village Brownfield Area in Downtown Orlando. The Phase I ESA report identified recognized environmental conditions in connection with the property related to potential on and off-site petroleum storage tanks and identified pesticides impacts to soils in the area. Direct push sampling conducted during the Phase II assessment identified petroleum impacts to the groundwater and Dieldrin impacts to the soil and groundwater. A Site Assessment, including additional soil sampling, well installation and groundwater sampling was conducted to delineate the nature and extent of these impacts. The petroleum impacts were determined to originate from an off-site source, thus the Orange County Environmental Protection Division has been notified and requested initiate assessment activities at this off-site facility. Dieldrin impacts have been delineated and an interim remedial action, consisting of a soil excavation and disposal is planned. Delineation of the Dieldrin impacts to the groundwater is currently under negotiation with the Florida Department of Environmental Protection (FDEP).





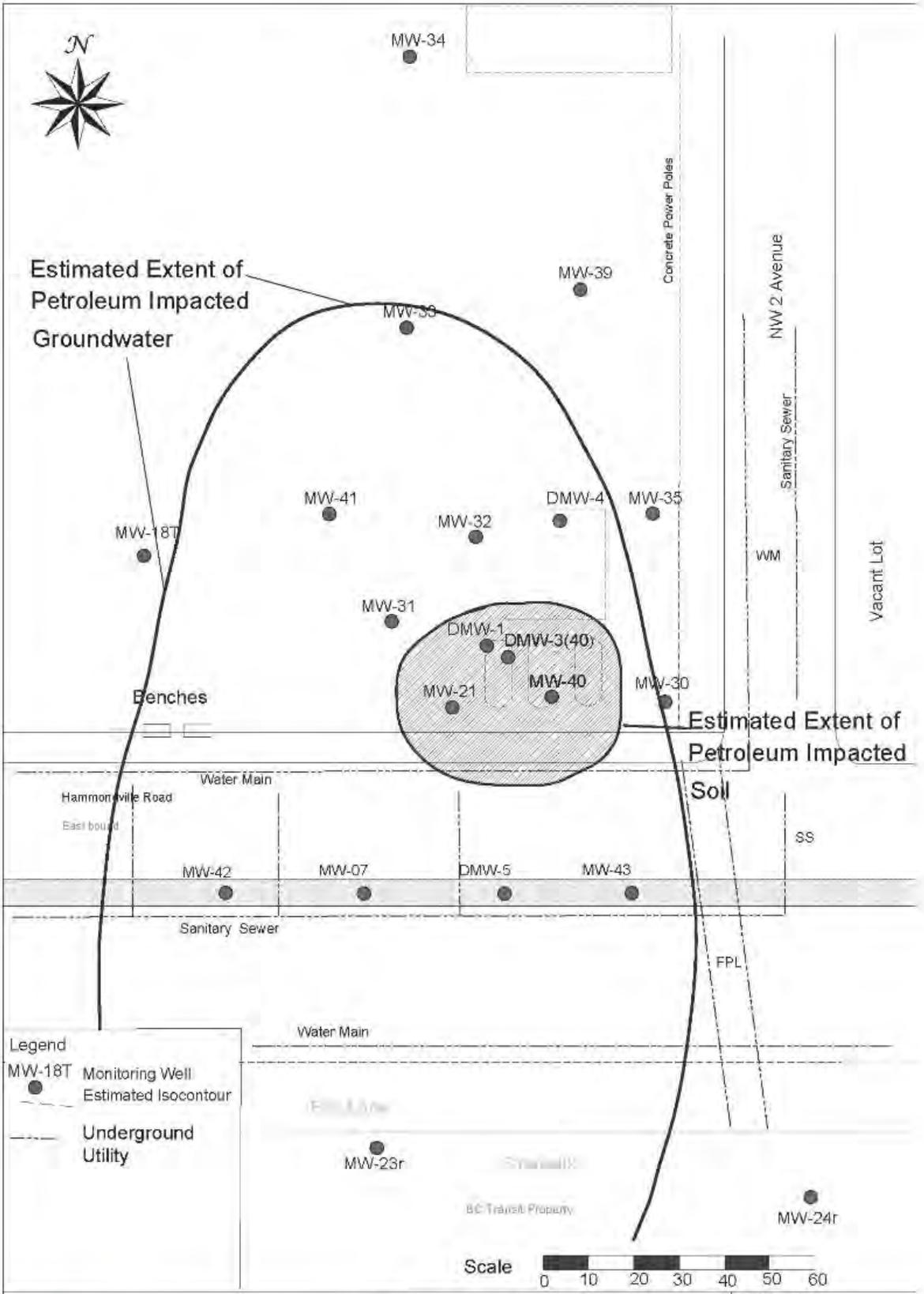
Gateway Property (Former J&S Garage)

RES is actively coordinating with the Pompano Beach Community Redevelopment Agency (CRA) for development of properties by early 2027. The former J&S Garage facility, located at 324 NW 2nd Avenue, Pompano Beach, FL (Site) was historically a gasoline retail facility that was in operation from the middle to late 1950's until the late 1980's or early 1990's. In August 2005, a Tank Closure Assessment Report (TCAR) was submitted by Anders Environmental, Inc. Two 5,000-gallon Underground Storage Tanks (USTs) containing diesel and gasoline, were removed from the site in 2006. One empty 500-gallon UST was also removed. The Florida Department of Environmental Protection (FDEP) Facility number for the Former J&S Garage is 06/9807181.

In 2011, Sphere Environmental Services, LLC (Sphere) completed a Site Assessment Report (SAR), documenting additional soil and groundwater sampling activities. An area near the southeast corner of the facility was identified that may require in-situ remediation or excavation. Groundwater impacts were documented migrating off-site to the south and vertically, to a depth of at least 40 feet below land surface (ft bls). Sphere concluded that "additional efforts will be required to finalize the estimation of the magnitude and the horizontal and vertical extent of the affected area. Upon completion of the assessment, the party responsible will be required to prepare a remedial action plan that incorporates an engineering document to describe the methodologies proposed to remediate the subsurface groundwater and soil impacts. The remedial action plan will be submitted to BCEPGMD for approval prior to implementation.

No site assessment activities have occurred at the J&S Garage facility since 2011. The J&S Garage facility is listed as "ineligible" for cleanup funding through the State of Florida Petroleum Restoration Program (PRP).





Estimated Extent of Petroleum Impacted Soil and Groundwater

Former BT Oil Facility
 324 NW 2 Avenue
 Pompano Beach, Florida

Figure Number	Figure 24
Date	010510 Rev
File	2010-1303

sphere
 Environmental Services, LLC

1304 SW 160 Avenue, PMB 240
 Sunrise, Florida 33326