



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Central District Office
3319 Maguire Blvd, Suite 232
Orlando Florida 32803

July 10, 2025

Tony Cunningham, Director
Marion County Utilities
450 Emerald Road
Ocala, Florida 34472
Tony.Cunningham@marionfl.org

Re: MCUD/Oak Run WWTF
DW Facility ID # FLA012697
OGC Case No: 25-1090
Marion County

Dear Mr. Cunningham:

Enclosed is a Settlement Agreement("Agreement") prepared by the Department for resolution of the referenced enforcement case. Please review this document and within 20 days of receipt, either: 1) return a signed copy to the Department or 2) provide comments and suggested changes. Once fully executed, a copy of the final document will be forwarded to you.

Should you have any questions or comments, please contact Hannah VanBuren at 407-897-4146 or via e-mail at Hannah.VanBuren@FloridaDEP.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Aaron Watkins".

Aaron Watkins, Director
Central District

Enclosure: Settlement Agreement

cc: Hannah VanBuren & David Smicherko, FDEP
MCUD, sean.mcfarland@marionfl.org

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT)
OF ENVIRONMENTAL PROTECTION)
)
v.)
)
MARION COUNTY BOARD OF COUNTY)
COMMISSIONERS)
_____)

IN THE OFFICE OF THE
CENTRAL DISTRICT

OGC FILE NO. 25-1090

SETTLEMENT AGREEMENT

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

The Department finds and Respondent admits the following:

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

4. The Department finds that the following violations occurred:
 - a) During a complaint site visit conducted on February 10, 2025, Department personnel confirmed excessive odors at multiple locations throughout the collection system and biosolids and liquid were leaving the boundaries of the plant, in violation of Permit Condition VIII.2 and 62-604,130, F.A.C. The biosolids were addressed at the time of the compliance evaluation inspection conducted on February 18, 2025 and no further action is needed at this time.
 - b) During a compliance evaluation inspection conducted on February 18, 2025, Department personnel noted multiple Total Dissolved Solids exceedances were noted at groundwater monitoring well, MWC-2, in violation of Permit Condition III.B.7. This was addressed on April 4, 2025 and no further action is required at this time.

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

AGREED:

5. Respondent shall comply with the following corrective actions within the stated time periods:
 6. Within 90 days of the effective date of this Agreement, Respondent shall, in accordance with Rule 62-600.705(2), F.A.C., develop and submit to the Department a Collection System Action Plan.
 7. Within 270 days of the effective date of this Agreement, Respondent shall submit a final report regarding the effectiveness of the addition Thioguard to the collection system as an odor reduction measure.
 8. Within 30 days of the submission of the report referenced in Paragraph 7, and if the Department determines the report does not exhibit significant reduction of odor causing compounds, Respondent shall submit to the Department an evaluation conducted by a professional engineer registered in the state of Florida, of the Facility, including the effluent

disposal system and associated collection system, to discover the cause or causes of the violations identified in paragraph 4 above.

9. Within 30 days of the due date for submission of the evaluation in paragraph 8, Respondent shall submit to the Department Facility design modifications, prepared and submitted under seal by a professional engineer registered in the state of Florida, to remedy the cause or causes of the violations identified in paragraphs 4 above and ensure the Facility and effluent disposal system will function in full and consistent compliance with all applicable rules.

10. Within 60 days of the due date for submission of the design modification(s) in paragraph 9, Respondent shall submit a complete application for a Department wastewater permit to construct the modifications submitted pursuant to paragraph 9, if such a permit is required. In the event the Department requires additional information to process the permit application Respondent shall provide a written response containing the information requested by the Department 15 days of the date of the request.

11. Within 270 days after issuance of the wastewater permit referenced in paragraph 10 above, or if no permit is required, within 270 days of the approval of the design modification(s) in paragraph 9, Respondent shall complete construction of the modification(s) submitted pursuant to paragraph 10.

12. Within 30 days after completion of the construction, Respondent shall submit to the Department a Certification of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if no Permit is required the design modification(s) submitted pursuant to paragraph 9.

13. Every quarter after the effective date of this Agreement and continuing until all corrective actions have been completed, Respondent shall submit to the Department a written report containing information about the status and progress of projects being completed under this Agreement, information about compliance or noncompliance with the applicable

requirements of this Agreement, including construction requirements and effluent limitations, and any reasons for noncompliance. These reports shall also include a projection of the work Respondent will perform pursuant to this Agreement during the 12-month period which will follow the report. Respondent shall submit the reports to the Department within 30 days of the end of each quarter.

14. Respondent's completion of all corrective actions required by paragraphs 5-13 within the respective deadlines specified thereunder shall constitute full compliance with Rule 62-604,130, F.A.C.

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

16. Respondent agrees to pay the Department stipulated penalties in the amount of \$1,000.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraph 7-14 of this Agreement. Additionally, Respondent shall pay the Department stipulated penalties for any discharges of wastewater from the WWTF and/or collection/transmission system. Respondent shall pay penalties as follows:

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

The Department may demand stipulated penalties at any time after violations occur. Respondent shall pay stipulated penalties owed within 30 days of the Department's issuance of written demand for payment, and shall do so as further described in paragraph 17 , below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Agreement.

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

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

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

20. If any event, including administrative or judicial challenges by third parties unrelated to Respondent, occurs which causes delay or the reasonable likelihood of delay in complying with the requirements of this Agreement, Respondent shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of Respondent and could not have been or cannot be overcome by Respondent's due diligence. Neither economic circumstances nor the failure of a contractor, subcontractor, materialman, or other agent (collectively referred to as "contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines shall be considered circumstances beyond the control of Respondent (unless the cause of the contractor's late performance was also beyond the contractor's control). Upon occurrence of an event causing delay, or upon becoming aware of a potential for delay, Respondent shall notify the Department by the next working day and shall, within seven calendar days notify the Department in writing of (a) the anticipated length and cause of the delay, (b) the measures taken or to be taken to prevent or minimize the delay, and (c) the timetable by which Respondent intends to implement these

measures. If the parties can agree that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of Respondent, the time for performance hereunder shall be extended. The agreement to extend compliance must identify the provision or provisions extended, the new compliance date or dates, and the additional measures Respondent must take to avoid or minimize the delay, if any. Failure of Respondent to comply with the notice requirements of this paragraph in a timely manner constitutes a waiver of Respondent's right to request an extension of time for compliance for those circumstances.

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

22. This Agreement is a settlement of the Department's civil and administrative authority arising under Florida law to resolve the matters addressed herein. This Agreement is not a settlement of any criminal liabilities which may arise under Florida law, nor is it a settlement of any violation which may be prosecuted criminally or civilly under federal law. Entry of this Agreement does not relieve Respondent of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

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

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

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

acknowledges and waives its right to appeal the terms of this Agreement pursuant to section 120.68, F.S.

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

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

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

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

FOR THE RESPONDENT:

Craig Curry
Chair, Marion County Board of County Commissioners

Date

FOR DEPARTMENT USE ONLY:

DONE AND AGREED this _____ day of _____, 2025, in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Aaron Watkins
District Director
Central District

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

Clerk

Date

Copies furnished to:

Lea Crandall, Agency Clerk
Mail Station 35