



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256

Ron DeSantis  
Governor

Jeanette Nuñez  
Lt. Governor

Noah Valenstein  
Secretary

August 14, 2020

Sent electronically to: [mmullin@nassaucountyfl.com](mailto:mmullin@nassaucountyfl.com)

Mr. Michael Mullin, County Manager  
Nassau County  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

**SUBJECT: Department of Environmental Protection v. Nassau Amelia Utilities WWTF**  
**OGC File No. 20-0714**  
**Facility ID No. FLA011688**  
**Nassau County**

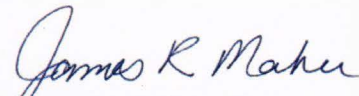
Dear Mr. Mullin:

Enclosed is a copy of the executed Settlement Agreement to resolve Case Number 20-0714. The effective date of this Agreement is August 14, 2020, and all timeframes will be referenced from this date.

As a reminder, a Settlement Agreement is a binding legal document and was voluntarily entered into by both parties.

Should you have any questions concerning the Settlement Agreement, please contact Chris Azcuy, at [Chris.Azcuy@FloridaDEP.gov](mailto:Chris.Azcuy@FloridaDEP.gov), or by phone at (904) 256-1529. Your continued cooperation in the matter is appreciated.

Sincerely,

  
James R. Maher, PE  
Assistant Director

Enclosure: Executed Consent Order

ec: FDEP-OGC: Lea Crandall, Agency Clerk  
FDEP-NED: Chris Azcuy, Arlene Wilkinson, DEP\_NED  
Sam Cain, [scain@govmserv.com](mailto:scain@govmserv.com)  
William Fontaine, [wfontaine@govmserv.com](mailto:wfontaine@govmserv.com)



# FLORIDA DEPARTMENT OF Environmental Protection

Northeast District  
8800 Baymeadows Way West, Suite 100  
Jacksonville, Florida 32256

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

July 23, 2020

Sent electronically to: [mmullin@nassaucountyfl.com](mailto:mmullin@nassaucountyfl.com)

Mr. Michael Mullin, County Manager  
Nassau County  
96135 Nassau Place, Suite 6  
Yulee, Florida 32097

**SUBJECT: Department of Environmental Protection v. Nassau Amelia Utilities WWTF**  
**OGC File No. 20-0714**  
**Facility ID No. FLA011688**  
**Nassau County**

Dear Mr. Mullin,

Enclosed is the revised Settlement Agreement to resolve the issues in the subject OGC File. Please review the revised Settlement Agreement and, if you find it acceptable, sign and return the original document to this office within 14 days of receipt.

If you wish to modify the revised Settlement Agreement, please respond to this office in writing within 14 days, explaining your concerns including any proposed changes.

If you have any questions concerning the revised Settlement Agreement, please contact Chris Azcuy, at (904) 256-1529, or at [Chris.Azcuy@FloridaDEP.gov](mailto:Chris.Azcuy@FloridaDEP.gov). Your continued cooperation in the matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "James R. Maher".

James R. Maher, PE  
Assistant Director

ec: FDEP-NED: Chris Azcuy, Herndon Sims, Matthew Kershner, Monique Jordan, DEP\_NED  
Sam Cain, [scain@govmserv.com](mailto:scain@govmserv.com)  
William Fontaine, [wfontaine@govmserv.com](mailto:wfontaine@govmserv.com)

BEFORE THE STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

STATE OF FLORIDA DEPARTMENT	)	IN THE OFFICE OF THE
OF ENVIRONMENTAL PROTECTION	)	NORTHEAST DISTRICT
	)	
v.	)	OGC FILE NO. 20-0714
	)	
NASSAU AMELIA UTILITIES	)	
_____	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (Agreement) is entered into between the State of Florida Department of Environmental Protection (Department) and Nassau Amelia Utilities (Respondent) to reach settlement of 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 (Fla. Stat.), and the rules promulgated and authorized in Title 62, Florida Administrative Code (Fla. Admin. Code). The Department has jurisdiction over the matters addressed in this Agreement.

2. Respondent is a person within the meaning of Section 403.031(5), Fla. Stat.

3. Respondent is the owner and is responsible for the operation of the Nassau Amelia Utilities Wastewater Treatment Facility (WWTF), an existing 0.950 million gallon per day (MGD) annual average daily flow (AADF) permitted capacity two-stage advanced secondary activated sludge domestic WWTF with biological nutrient removal (BNR) (Facility). The Facility is operated under Wastewater Permit No. FLA011688 (Permit), which was issued on June 4, 2014 and expired on June 3, 2019. The Facility is located at 5390 First Coast Highway, Fernandina Beach, Florida 32034-5422, and further identified by Nassau County Property Appraiser Parcel ID No. 14-2N-28-0000-0009-0010 (Property). Respondent owns the Property on which the Facility is located.

4. The Department finds that the following violations occurred:

a) Between October 2018 and June 2020, the Facility exceeded the effluent and groundwater limits of its Permit in violation of Rules 62-600.410(1) and 62-550.320(1), Fla. Admin. Code, and Section 403.161(1)(b), Fla. Stat.

The Department acknowledges that location MWC-7 – which the Respondent intends to relocate in the future – is frequently inundated during significant rainfall events and storm surges, but the exceedances at MWC-7 are noted below. Effluent quality was out of compliance from October 2018 to December 2019 for Fecal Coliform (Single Sample and Percent Less than Detection) and during April 2020 for Total Suspended Solids; and groundwater quality was out of compliance from December 2018 to June 2020 for Total Dissolved Solids, Chloride, Total Recoverable Sodium, and pH, as shown in Tables 1 through 6, below:

**Table 1: Total Dissolved Solids Exceedances**

<b>Date</b>	<b>Location</b>	<b>Description</b>	<b>Result</b>	<b>Limit</b>	<b>Units</b>	<b>Statistical Base</b>
6/30/2020	MWC-2	Solids, Total Dissolved	944	500	mg/L	MB - Maximum
3/31/2020	MWC-2	Solids, Total Dissolved	1050	500	mg/L	MB – Maximum
12/31/2019	MWC-2	Solids, Total Dissolved	1020	500	mg/L	MB – Maximum
9/30/2019	MWC-2	Solids, Total Dissolved	1080	500	mg/L	MB – Maximum
6/30/2019	MWC-2	Solids, Total Dissolved	1150	500	mg/L	MB – Maximum
3/31/2019	MWC-2	Solids, Total Dissolved	1130	500	mg/L	MB - Maximum
12/31/2018	MWC-2	Solids, Total Dissolved	1090	500	mg/L	MB - Maximum
6/30/2020	MWC-3	Solids, Total Dissolved	920	500	mg/L	MB - Maximum
3/31/2020	MWC-3	Solids, Total Dissolved	974	500	mg/L	MB – Maximum
12/31/2019	MWC-3	Solids, Total Dissolved	974	500	mg/L	MB – Maximum
9/30/2019	MWC-3	Solids, Total Dissolved	1110	500	mg/L	MB – Maximum
6/30/2019	MWC-3	Solids, Total Dissolved	1120	500	mg/L	MB – Maximum
3/31/2019	MWC-3	Solids, Total Dissolved	1100	500	mg/L	MB - Maximum
12/31/2018	MWC-3	Solids, Total Dissolved	852	500	mg/L	MB - Maximum
6/30/2020	MWC-4	Solids, Total Dissolved	826	500	mg/L	MB - Maximum
3/31/2020	MWC-4	Solids, Total Dissolved	908	500	mg/L	MB – Maximum
12/31/2019	MWC-4	Solids, Total Dissolved	1030	500	mg/L	MB – Maximum
9/30/2019	MWC-4	Solids, Total Dissolved	1020	500	mg/L	MB – Maximum

6/30/2019	MWC-4	Solids, Total Dissolved	1130	500	mg/L	MB – Maximum
3/31/2019	MWC-4	Solids, Total Dissolved	1100	500	mg/L	MB - Maximum
12/31/2018	MWC-4	Solids, Total Dissolved	1220	500	mg/L	MB - Maximum
6/30/2020	MWC-5	Solids, Total Dissolved	782	500	mg/L	MB - Maximum
3/31/2020	MWC-5	Solids, Total Dissolved	557	500	mg/L	MB – Maximum
12/31/2019	MWC-5	Solids, Total Dissolved	552	500	mg/L	MB – Maximum
9/30/2019	MWC-5	Solids, Total Dissolved	804	500	mg/L	MB – Maximum
6/30/2019	MWC-5	Solids, Total Dissolved	796	500	mg/L	MB – Maximum
3/31/2019	MWC-5	Solids, Total Dissolved	640	500	mg/L	MB - Maximum
6/30/2020	MWC-7	Solids, Total Dissolved	836	500	mg/L	MB - Maximum
3/31/2020	MWC-7	Solids, Total Dissolved	890	500	mg/L	MB – Maximum
12/31/2019	MWC-7	Solids, Total Dissolved	896	500	mg/L	MB – Maximum
9/30/2019	MWC-7	Solids, Total Dissolved	986	500	mg/L	MB – Maximum
6/30/2019	MWC-7	Solids, Total Dissolved	786	500	mg/L	MB – Maximum
3/31/2019	MWC-7	Solids, Total Dissolved	1170	500	mg/L	MB - Maximum
12/31/2018	MWC-7	Solids, Total Dissolved	1080	500	mg/L	MB - Maximum

**Table 2: Chloride Exceedances**

<b>Date</b>	<b>Location</b>	<b>Description</b>	<b>Result</b>	<b>Limit</b>	<b>Units</b>	<b>Statistical Base</b>
6/30/2020	MWC-2	Chloride (as Cl)	349	250	mg/L	MB - Maximum
3/31/2020	MWC-2	Chloride (as Cl)	418	250	mg/L	MB – Maximum
12/31/2019	MWC-2	Chloride (as Cl)	403	250	mg/L	MB – Maximum
9/30/2019	MWC-2	Chloride (as Cl)	397	250	mg/L	MB – Maximum
6/30/2019	MWC-2	Chloride (as Cl)	475	250	mg/L	MB – Maximum
3/31/2019	MWC-2	Chloride (as Cl)	459	250	mg/L	MB - Maximum
12/31/2018	MWC-2	Chloride (as Cl)	470	250	mg/L	MB - Maximum

6/30/2020	MWC-3	Chloride (as Cl)	317	250	mg/L	MB - Maximum
3/31/2020	MWC-3	Chloride (as Cl)	288	250	mg/L	MB - Maximum
12/31/2019	MWC-3	Chloride (as Cl)	358	250	mg/L	MB - Maximum
9/30/2019	MWC-3	Chloride (as Cl)	458	250	mg/L	MB - Maximum
6/30/2019	MWC-3	Chloride (as Cl)	471	250	mg/L	MB - Maximum
3/31/2019	MWC-3	Chloride (as Cl)	459	250	mg/L	MB - Maximum
12/31/2018	MWC-3	Chloride (as Cl)	342	250	mg/L	MB - Maximum
6/30/2020	MWC-4	Chloride (as Cl)	286	250	mg/L	MB - Maximum
3/31/2020	MWC-4	Chloride (as Cl)	331	250	mg/L	MB - Maximum
12/31/2019	MWC-4	Chloride (as Cl)	393	250	mg/L	MB - Maximum
9/30/2019	MWC-4	Chloride (as Cl)	380	250	mg/L	MB - Maximum
6/30/2019	MWC-4	Chloride (as Cl)	455	250	mg/L	MB - Maximum
3/31/2019	MWC-4	Chloride (as Cl)	437	250	mg/L	MB - Maximum
12/31/2018	MWC-4	Chloride (as Cl)	524	250	mg/L	MB - Maximum
9/30/2019	MWC-5	Chloride (as Cl)	263	250	mg/L	MB - Maximum
6/30/2019	MWC-5	Chloride (as Cl)	253	250	mg/L	MB - Maximum
3/31/2019	MWC-7	Chloride (as Cl)	316	250	mg/L	MB - Maximum
12/31/2018	MWC-7	Chloride (as Cl)	347	250	mg/L	MB - Maximum

**Table 3: Total Recoverable Sodium Exceedances**

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2020	MWC-2	Sodium, Total Recoverable	224	160	mg/L	MB - Maximum
3/31/2020	MWC-2	Sodium, Total Recoverable	313	160	mg/L	MB - Maximum
12/31/2019	MWC-2	Sodium, Total Recoverable	279	160	mg/L	MB - Maximum
9/30/2019	MWC-2	Sodium, Total Recoverable	297	160	mg/L	MB - Maximum
6/30/2019	MWC-2	Sodium, Total Recoverable	314	160	mg/L	MB - Maximum

3/31/2019	MWC-2	Sodium, Total Recoverable	303	160	mg/L	MB - Maximum
12/31/2018	MWC-2	Sodium, Total Recoverable	251	160	mg/L	MB - Maximum
6/30/2020	MWC-3	Sodium, Total Recoverable	209	160	mg/L	MB - Maximum
3/31/2020	MWC-3	Sodium, Total Recoverable	313	160	mg/L	MB - Maximum
12/31/2019	MWC-3	Sodium, Total Recoverable	288	160	mg/L	MB - Maximum
9/30/2019	MWC-3	Sodium, Total Recoverable	317	160	mg/L	MB - Maximum
6/30/2019	MWC-3	Sodium, Total Recoverable	314	160	mg/L	MB - Maximum
3/31/2019	MWC-3	Sodium, Total Recoverable	283	160	mg/L	MB - Maximum
12/31/2018	MWC-3	Sodium, Total Recoverable	206	160	mg/L	MB - Maximum
6/30/2020	MWC-4	Sodium, Total Recoverable	188	160	mg/L	MB - Maximum
3/31/2020	MWC-4	Sodium, Total Recoverable	242	160	mg/L	MB - Maximum
12/31/2019	MWC-4	Sodium, Total Recoverable	280	160	mg/L	MB - Maximum
9/30/2019	MWC-4	Sodium, Total Recoverable	286	160	mg/L	MB - Maximum
6/30/2019	MWC-4	Sodium, Total Recoverable	334	160	mg/L	MB - Maximum
3/31/2019	MWC-4	Sodium, Total Recoverable	313	160	mg/L	MB - Maximum
12/31/2018	MWC-4	Sodium, Total Recoverable	346	160	mg/L	MB - Maximum
3/31/2020	MWC-7	Sodium, Total Recoverable	171	160	mg/L	MB - Maximum
9/30/2019	MWC-7	Sodium, Total Recoverable	182	160	mg/L	MB - Maximum
6/30/2019	MWC-7	Sodium, Total Recoverable	202	160	mg/L	MB - Maximum
3/31/2019	MWC-7	Sodium, Total Recoverable	199	160	mg/L	MB - Maximum
12/31/2018	MWC-7	Sodium, Total Recoverable	212	160	mg/L	MB - Maximum

**Table 4: pH Exceedances**

Date	Location	Description	Result	Limit	Units	Statistical Base
6/30/2019	MWC-2	pH	6.4	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-2	pH	6.2	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-3	pH	6.2	6.5-8.5	s.u.	RG - Range
6/30/2019	MWC-5	pH	6.3	6.5-8.5	s.u.	RG - Range
3/31/2019	MWC-5	pH	6.2	6.5-8.5	s.u.	RG - Range
12/31/2018	MWC-5	pH	6.2	6.5-8.5	s.u.	RG - Range

**Table 5: Fecal Coliform Exceedances**

Date	Location	Description	Result	Limit	Units	Statistical Base
12/31/2019	EFA-1	Coliform, Fecal, % less than detection	59.1	75	percent	TM – Minimum Total Monthly
11/30/2019	EFA-1	Coliform, Fecal, % less than detection	57.1	75	percent	TM – Minimum Total Monthly
10/31/2019	EFA-1	Coliform, Fecal, % less than detection	52.2	75	percent	TM – Minimum Total Monthly
12/31/2018	EFA-1	Coliform, Fecal, % less than detection	66.7	75	percent	TM – Minimum Total Monthly
11/30/2018	EFA-1	Coliform, Fecal, % less than detection	54.5	75	percent	TM – Minimum Total Monthly
10/31/2018	EFA-1	Coliform, Fecal, % less than detection	56.5	75	percent	TM – Minimum Total Monthly
10/31/2019	EFA-1	Coliform, Fecal	170	25	#/100mL	MB – Maximum
11/20/2018	EFA-1	Coliform, Fecal	37	25	#/100mL	MB – Maximum
10/31/2018	EFA-1	Coliform, Fecal	160	25	#/100mL	MB – Maximum



**Table 6: Total Suspended Solids Exceedances**

Date	Location	Description	Result	Limit	Units	Statistical Base
4/30/2020	EFB-1	Solids, Total Suspended	8.8	5	mg/L	MB – Maximum

b) Between October 31, 2018 and March 12, 2020, Respondent reported four (4) sanitary sewer overflows (SSOs). The individual SSOs are listed in Table 7 below. The SSOs were from manholes and lift stations located in several parts of the Respondent’s utility system. When appropriate, Respondent lined the areas, sampled impacted water bodies, and placed public notice signs near the areas affected by the spills. The total amount of spilled wastewater reported for these four (4) SSOs was approximately 1,300 gallons.

**Table 7: Sanitary Sewer Overflows**

Item No.	Date	Spill Location	Affected Area	Volume Spilled (gallons)
1	10/31/2018	Lift Station #27: Marsh Point Road	Roadside	< 100
2	11/16/2018	Manhole south of 63 Sea Marsh Road	Drainage Ditch	900
3	7/2/2019	Lift Station #27: Marsh Point Road	Manholes & Roadside	< 100
4	3/12/2020	Manhole on Scott Road off Amelia Island Parkway	Dry Retention Pond & Driveway Area	200

Each of the discharges listed in Table 7 is a violation of Rule 62-604.130(1), Fla. Admin. Code, which prohibits the release of sewage without providing proper treatment approved by the Department. The Department further finds that each discharge is also a violation of Section 403.161(1)(a), Fla. Stat.

c) Before the execution of this Settlement Agreement, the Respondent successfully completed the following:

1. Corrected fecal coliform exceedances through a revised sampling protocol implemented by the Facility, and as a result there have not been any reported single sample exceedances since October 31, 2019.
2. Ensured that the reported sanitary sewer overflows did not impact surface waters, and the proper spill protocol was completed by the Facility in a timely manner.
3. An application to renew the wastewater treatment facility permit was submitted on December 26, 2018. The Permit was administratively extended due to additional information requested by the Department's permitting section.

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

**ORDERED:**

5. Respondent shall comply with the following corrective actions within the stated time periods:
  - a) **Within 30 days of the effective date of this Agreement,** Respondent shall retain the services of a professional engineer, registered in the State of Florida, to accomplish all of the requirements of subparagraphs (b)-(h).
  - b) **Within 180 days of the execution date of this Agreement,** Respondent shall perform and complete a lift station/infiltration and inundation/groundwater study.
  - c) **Within 270 days of the execution date of this Agreement,** Respondent shall submit the results of the lift station/infiltration and inundation/groundwater study. This shall include a corrective action plan that includes the proposed corrective actions that will need to be taken by the Respondent to address the groundwater and effluent exceedances, as well as any modifications of the Facility, effluent disposal system, and collection system (Plan). This Plan shall also include the estimated time of completion for the proposed corrective actions and the estimated costs borne by the Respondent for implementation of the proposed corrective actions. The Department shall review the Plan and provide the Respondent with its findings within 30 days of receiving the Plan. The Department may request revisions in writing to the Plan or request additional information until the Plan is deemed sufficient and approved by the Department for the purpose of correcting any deficiencies. The Respondent shall replay in writing to any Department requests for revision or additional information within 30 days of receipt.

Any modifications or repairs of the Facility, effluent disposal system, and collection systems shall ensure the Facility and effluent disposal system will function in full and consistent compliance with all applicable rules of the Department.

d) Upon Department written approval, the Plan shall be incorporated herein and made a part of this Agreement and Respondent shall implement the proposed corrective actions pursuant to the schedule in the approved Plan.

e) If a permit is required to construct any proposed modifications included in the Plan required under subparagraph (c), such permit application **shall be submitted no later than 30 days after the Department's written approval of the Plan.**

f) In the event the Department requires additional information to process the permit application described in subparagraph (e) of this paragraph, Respondent shall provide a written response containing the information requested by the Department within 30 days of the date of the request.

g) Overseeing the construction of any modifications to the Facility, effluent disposal system, or collection system.

h) Submitting 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.

6. **Every calendar quarter after the effective date of this Agreement,** Respondent shall submit in writing to the Department a report containing information concerning the status and progress of projects being completed under this Agreement, information as to 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 to be performed pursuant to this Agreement during the 12-month period which will follow the report. These reports shall be submitted to the Department on the last Friday of the month following each quarter. The reports will be due: July 31, 2020, October 30, 2020, January 29, 2021, April 30, 2021, July 30, 2021, October 29, 2021, January 28, 2022, April 29, 2022 (to be continued accordingly if the schedule included in the Plan submitted pursuant to Paragraph 5(c) above is greater than 2 years).

7. **No later than 2 years from the execution date of this Agreement, or in accordance with the schedule included in the Plan submitted pursuant to Paragraph 5(c) above if greater than 2 years,** all proposed corrective actions shall be completed by the Respondent and a final report shall be submitted to the Department for review.

8. All written correspondence shall be sent by email to [DEP\\_NED@FloridaDEP.gov](mailto:DEP_NED@FloridaDEP.gov), cc: [Herndon.Sims@FloridaDEP.gov](mailto:Herndon.Sims@FloridaDEP.gov), or by mail to FDEP-Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

9. Notwithstanding the time periods described in the paragraphs above, Respondent shall complete all corrective actions required by paragraphs 5-7 **no later than 2 years after the effective date of this Agreement, or in accordance with the schedule included in the Plan submitted pursuant to Paragraph 5(c) above if greater than 2 years,** and be in full compliance with Chapters 62-4, 62-600, 62-620, and 62-621, Fla. Admin. Code, regardless of any intervening events or alternative time frames imposed in this Agreement other than those excused delays agreed to by the Department, as described in Paragraph 18.

10. **Within 30 days of the effective date of this Agreement,** Respondent shall pay the Department \$7,500.00 in settlement of the regulatory matters addressed in this Agreement. This amount includes \$7,000.00 for administrative penalties and \$500.00 for costs and expenses incurred by the Department during the investigation of this matter and the preparation and tracking of this Agreement. The administrative penalties are apportioned as follows: \$2,000.00 for effluent quality exceedances that do not result in surface water quality violations per Rule 62-600.410(1), Fla. Admin. Code, \$5,000.00 for effluent quality exceedances that do result in groundwater quality violations per Rule 62-550.320(1), Fla. Admin. Code.

11. Respondent agrees to pay the Department stipulated penalties in the amount of \$100.00 per day for each and every day Respondent fails to timely comply with any of the requirements of paragraphs 5-9 of this Agreement. 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 12, below. Nothing in this paragraph shall prevent the Department from filing suit to specifically enforce any terms of this Agreement. Any stipulated penalties assessed under this paragraph shall be in addition to the civil penalties agreed to in Paragraph 10 of this Agreement.

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

13. Except as otherwise provided, all submittals and payments required by this Agreement shall be sent to the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

14. In lieu of making cash payment of \$7,000.00 in administrative penalties as set forth in Paragraph 10 above, Respondent may elect to off-set this amount by implementing an in-kind penalty project, which must be approved by the Department. An in-kind project must be either an environmental enhancement, environmental restoration or a capital/facility improvement project and may not be a corrective action requirement of the Agreement or otherwise required by law. The Department may also consider the donation of environmentally sensitive land as an in-kind project. The value of the in-kind penalty project shall be one and a half times the civil penalty off-set amount, which in this case is the equivalent of at least \$10,500.00. If Respondent chooses to implement an in-kind project, Respondent shall notify the Department of its election by certified mail within 15 days of the effective date of this Settlement Agreement. Notwithstanding the election to implement an in-kind project, payment of the remaining \$500.00 in costs must be paid within 30 days of the effective date of the Settlement Agreement. If Respondent elects to implement an in-kind project shall comply with all the requirements and time frames in Exhibit A entitled In-Kind Projects.

15. In the event that Respondent elects to off-set civil penalties including stipulated penalties by implementing an in-kind penalty project which is approved by the Department, during the period that this Agreement remains in effect or during the effective date of any Department issued Permit to Respondent whichever is longer (Prohibited Transfer Duration), Respondent shall not transfer or use funds obtained by the Respondent from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System (hereinafter, Prohibited Transfer). Respondent shall annually certify to the Department using the Annual Certification Form located on Exhibit A to this Agreement that no Prohibited Transfer

has occurred. In the event of any Prohibited Transfer, the in-kind project option shall be forfeited, and entire civil penalty shall immediately become due and owing to the Department irrespective of any expenditures by the Respondent in furtherance of the in-kind project.

16. 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.

17. In the event of a sale or conveyance of the Facility or of the Property upon which the Facility is located, if all of the requirements of this Agreement have not been fully satisfied, Respondent shall, at least 30 days prior to the sale or conveyance of the Facility or Property, (a) notify the Department of such sale or conveyance, (b) provide the name and address of the purchaser, operator, or person(s) in control of the Facility, and (c) provide a copy of this Agreement with all attachments to the purchaser, operator, or person(s) in control of the Facility. The sale or conveyance of the Facility or the Property does not relieve Respondent of the obligations imposed in this Agreement.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 \$10,000.00 per day per violation, and criminal penalties.

23. Respondent acknowledges and waives its right to an administrative hearing pursuant to sections 120.569 and 120.57, Fla. Stat., 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, Fla. Stat.

24. 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.

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

26. This Settlement Agreement is a final order of the Department pursuant to section 120.52(7), Fla. Stat., 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, Fla. Stat.. Upon the timely filing of a petition, this Settlement Agreement will not be effective until further order of the Department.

27. Respondent shall publish the following notice in a newspaper of daily circulation in Nassau County, Florida. The notice shall be published one time only within 14 days of the effective date of the Agreement. Respondent shall provide a certified copy of the published notice to the Department within 10 days of publication.



**STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**  
**NOTICE OF SETTLEMENT AGREEMENT**

The Department of Environmental Protection (Department) gives notice of agency action of entering into a Settlement Agreement with NASSAU AMELIA UTILITIES, pursuant to section 120.57(4), Florida Statutes (Fla. Stat.): The Settlement Agreement addresses multiple sanitary sewer overflows and effluent/groundwater exceedances at the wastewater treatment facility located at 5390 First Coast Highway, Fernandina Beach, Florida, 32034-5422. The Settlement Agreement is available for public inspection during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except legal holidays, at the Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida, 32256.

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

The petition for administrative hearing must contain all of the following information:

- a) The OGC Number assigned to this Settlement Agreement;
- b) The name, address, and telephone number of each petitioner; 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;
- c) An explanation of how the petitioner's substantial interests will be affected by the Settlement Agreement;
- d) A statement of when and how the petitioner received notice of the Settlement Agreement;
- e) Either a statement of all material facts disputed by the petitioner or a statement that the petitioner does not dispute any material facts;
- f) A statement of the specific facts the petitioner contends warrant reversal or modification of the Settlement Agreement;

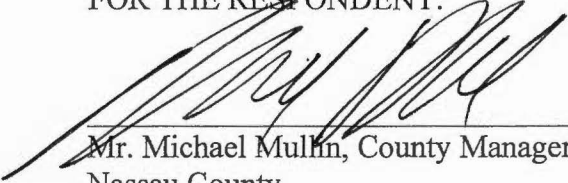
- g) A statement of the rules or statutes the petitioner contends require reversal or modification of the Settlement Agreement; and
- h) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Settlement Agreement.

The petition must be filed (received) at the Department's Office of General Counsel, 3900 Commonwealth Boulevard, MS# 35, Tallahassee, Florida 32399-3000 or received via electronic correspondence at [Agency\\_Clerk@floridadep.gov](mailto:Agency_Clerk@floridadep.gov), within 21 days of receipt of this notice. A copy of the petition must also be mailed at the time of filing to the District Office at Florida Department of Environmental Protection, Northeast District, 8800 Baymeadows Way West, Suite 100, Jacksonville, Florida 32256. Failure to file a petition within the 21-day period constitutes a person's waiver of the right to request an administrative hearing and to participate as a party to this proceeding under sections 120.569 and 120.57, Fla. Stat. Before the deadline for filing a petition, a person whose substantial interests are affected by this Settlement Agreement may choose to pursue mediation as an alternative remedy under section 120.573, Fla. Stat. Choosing mediation will not adversely affect such person's right to request an administrative hearing if mediation does not result in a settlement. Additional information about mediation is provided in section 120.573, Fla Stat. and Rule 62-110.106(12), Florida Administrative Code.

28. Rules referenced in this Agreement are available at:

<http://www.dep.state.fl.us/legal/Rules/rulelist.htm>

FOR THE RESPONDENT:

  
 \_\_\_\_\_  
 Mr. Michael Mulhin, County Manager  
 Nassau County

8-12-20  
 \_\_\_\_\_  
 Date

**FOR DEPARTMENT USE ONLY**

DONE AND ORDERED this 14th day of August 2020, in Duval, Florida.

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



\_\_\_\_\_  
Gregory J. Strong  
District Director  
Northeast District

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



\_\_\_\_\_  
Clerk

August 14, 2020

\_\_\_\_\_  
Date

Copies furnished to:

- Lea Crandall, Agency Clerk, Mail Station 35 (executed copy)
- Kirk S. White, Deputy General Counsel Litigation (executed copy)
- Kathryn E. Lewis, Assistant General Counsel (executed copy)
- Arlene Wilkinson, Alisha Simpson, FDEP – Jacksonville (executed copy)
- Christopher Azcuy, Herndon Sims, FDEP – Jacksonville (executed copy)
- Adrienne Pennington, Mike Tanski, FDEP – Tallahassee (executed copy)

Exhibit A

**In-Kind Projects**

I. **Introduction**

**Proposal**

a. **Within 60 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable,** Respondent shall submit, by certified mail, a detailed in-kind project proposal to the Department for evaluation. The proposal shall include a summary of benefits, proposed schedule for implementation and documentation of the estimated costs which are expected to be incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the in-kind project.

**Proposal Certification Form**

b. The proposal shall also include a Certification by notarized affidavit from a senior management official for \_\_\_\_\_ (insert name of Respondent) who shall testify as follows:

My name is \_\_\_\_\_ (print or type name of senior management official) and do hereby testify under penalty of law that:

A. I am a person with management responsibilities for \_\_\_\_\_ (print or type name of Respondent) budget and finances. During the eighteenth month period prior to the effective date of Settlement Agreement

OGC Case No.: \_\_\_\_\_ there has not been any transfer or use of funds obtained by the \_\_\_\_\_ (print or type name of Respondent) from the collection of sewer rates for any purpose not related to the management, operation, or maintenance of the Sewer System or to any capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowingly submitting false information in this certification.

Sworn to and subscribed before me, by means of  physical presence or  online notarization,  
this \_\_\_ day of \_\_\_\_\_ 2020, by

\_\_\_\_\_

Personally, known or by Production of the following Identification \_\_\_\_\_

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: \_\_\_\_\_

Commission/Serial No.: \_\_\_\_\_

**Annual Certification Form**

My name is \_\_\_\_\_ (print or type name of senior management official) and do hereby  
testify under penalty of law that:

A. I am a person with management responsibilities for \_\_\_\_\_ (print or type name of  
Respondent) budget and finances. During the twelve month period immediately preceding the  
notary date on this Certification, there has not been any transfer or use of funds obtained by the  
\_\_\_\_\_ (print or type name of Respondent) from the collection of sewer rates for any  
purpose not related to the management, operation, or maintenance of the Sewer System or to any  
capital improvement needs of the Sewer System.

B. I am aware that there are significant penalties for submitting false information, including  
the possibility of fine and imprisonment for knowingly submitting false information in this  
certification.

Sworn to and subscribed before me, by means of  physical presence or  online notarization,  
this \_\_\_\_ day of \_\_\_\_\_ 2020, by

\_\_\_\_\_

Personally, known or by Production of the following Identification \_\_\_\_\_

Notary Public, State of Florida

Printed/typed or stamped name:

My Commission Expires: \_\_\_\_\_

Commission/Serial No.: \_\_\_\_\_

c. If the Department requests additional information or clarification due to a partially incomplete in-kind project proposal or requests modifications due to deficiencies with Department guidelines, Respondent shall submit, by certified mail, all requested additional information, clarification, and modifications within 15 days of receipts of written notice.

d. If upon review of the in-kind project proposal, the Department determines that the project cannot be accepted due to a substantially incomplete proposal or due to substantial deficiencies with minimum Department guidelines; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the proposal. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new proposal within 30 days of receipt of written notice. In the event that the revised proposal is not approved by the Department, Respondent shall make cash payment of the civil penalties as set forth in Paragraph 10 above, within 30 days of Department notice.

e. Within 120 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable Respondent shall obtain approval for an in-kind project from the Department. If an in-kind project proposal is not approved by the Department within 120 days of the effective date of this Settlement Agreement, or, of the Department's notification that applying stipulated penalties to an in-kind project is acceptable then Respondent shall make cash payment of the civil penalties as set forth in Paragraph 10 above, within 30 days of Department notice.

f. Within 180 days of obtaining Department approval for the in-kind proposal or in accordance with the approved schedule submitted pursuant to paragraph 2(a) above, Respondent shall complete the entire in-kind project.

g. During the implementation of the in-kind project, Respondent shall place appropriate sign(s) at the project site indicating that Respondent's involvement with the project is the result of a Department enforcement action. Respondent may remove the sign(s) after the project has been completed. However, after the project has been completed Respondent shall not post any sign(s) at the site indicating that the reason for the project was anything other than a Department enforcement action.

h. In the event, Respondent fails to timely submit any requested information to the Department, fails to complete implementation of the in-kind project or otherwise fails to comply with any provision of this paragraph, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalties shall be due from the Respondent to the Department within 30 days of Department notice. If the in-kind penalty project is terminated and Respondent timely remits the \$7,000.00 administrative penalty, no additional penalties shall be assessed under Paragraph 11 for failure to complete the requirement of this paragraph.

i. Within 15 days of completing the in-kind project, Respondent shall notify the Department, by certified mail, of the project completion and request a verification letter from the Department. Respondent shall submit supporting information verifying that the project was completed in accordance with the approved proposal and documentation showing the actual costs incurred to complete the project. These costs shall not include those incurred in developing the proposal or obtaining approval from the Department for the project.

j. If upon review of the notification of completion, the Department determines that the project cannot be accepted due to a substantially incomplete notification of completion or due to substantial deviations from the approved in-kind project; Respondent shall be notified, in writing, of the reason(s) which prevent the acceptance of the project. Respondent shall correct and redress all the matters at issue and submit, by certified mail, a new notification of completion within 15 days of receipt of the Department's notice. If upon review of the new submittal, the Department determines that the in-kind project is still incomplete or not in accordance with the approved proposal, the in-kind penalty project option shall be forfeited, and the entire amount of civil penalty shall be due from the Respondent to the Department within 30 days of Department notice.

FDEP vs. Nassau Amelia Utilities  
Settlement Agreement, OGC File No. 20-0714  
Page 22 of 22

If the in-kind penalty project is terminated and Respondent timely remits the \$7,000.00, no additional penalties shall be assessed under Paragraph 11 for failure to complete the requirements of this paragraph.