

Wed, Nov 30, 2016 9:24 am

**RE: Cudjoe Draft permit revision**

From **Kirk Zuelch** kzuelch@fkaa.com

To **Caron Balkany** balkany@aol.com, **Robert Feldman** rfeldman@fkaa.com

Cc **Janet Coley** jcoley@fkaa.com

Good Morning Caron

I spoke to Fred Springer yesterday regarding FDEP's position on the permit language. According to Fred, FDEP's position appears to be that the FDEP permit and the Settlement Agreement are separate and distinct legal documents. They do not appear interested in combining them or parts thereof. Each are able to be enforced through the appropriate legal process. I have advised them we have no objection to placing provisions from the Settlement Agreement in the permit, but that is their decision.

The letter I sent to them already addressed your requests in paragraph 2(a). Your language in paragraph 2(b) and (c) is a correct statement from the Settlement Agreement with the exception of your references to the provisions of Section 403.086(10)(3), F.S. which are not applicable to the permit nor were agreed upon by the parties to the Settlement Agreement. I do not concur with the use of the provisions of this Statute that are not applicable to our facility. Your concerns in Paragraph (d) were also addressed in my letter to FDEP.

Monroe County, the FCAA and all the Parties to the Settlement Agreement are bound by its provisions. The primary purpose of that agreement was to provide for a deep well as the sole method of primary disposal of effluent **with the shallow wells only to be used for backup disposal.** The deep well is almost complete and the FCAA will operate the facility pursuant to the requirements of the FDEP permit and the terms of the Settlement Agreement.