

MEMORANDUM

Agenda Item No. 14(A)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving and authorizing the County Mayor to execute a Revised Settlement Agreement between Miami-Dade County and the State of Florida Department of Environmental Protection ("FDEP") for OGC Case No. 20-1298/DOAH Case No. 23-2931, which Revised Settlement Agreement replaces the Settlement Agreement previously approved through Resolution No. R-319-25; and authorizing the County Mayor to exercise any rights contained within the Settlement Agreement and to carry out the Multi-Agency Science Plan ("MASP") at an estimated cost to the County of \$30,000,000.00

Resolution No. R-889-25

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

MDC001

Memorandum



Date: September 3, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Authorizing the Execution of a Settlement Agreement with the Florida Department of Environmental Protection for a High-Level Disinfection Exemption for the Central District Wastewater Treatment Plant

Executive Summary

This item seeks approval from the Board of County Commissioners (the Board) to authorize the execution of a revised settlement agreement (the Revised Settlement Agreement) between Miami-Dade County (the County) and the State of Florida Department of Environmental Protection (FDEP) for OGC Case No. 20-1298 (the Case), related to an exemption the County sought from a requirement by FDEP to provide High-Level Disinfection (HLD) at the Miami-Dade Water and Sewer Department's (WASD) Central District Wastewater Treatment Plant (CDWWTP or the Plant). The Revised Settlement Agreement is attached hereto as Exhibit 1.

On April 1, 2025, via Resolution No. R-319-25, the Board approved the original Settlement Agreement for the Case; however, following notification of the Board's approval, and after consultation with the United States Environmental Protection Agency (EPA), FDEP made further revisions to the Settlement Agreement. The revisions made included removing provisions extending hydrogeologic evaluations beyond a three-mile radius around Virginia Key and adding provisions for using existing regulatory relief mechanisms (e.g., an aquifer exemption or reclassification of the wells) prior to removal of the HLD requirement. Accordingly, the Revised Settlement Agreement is now being presented to the Board for approval. Notably, this item for the Board's consideration now includes a commitment from FDEP that the Revised Settlement Agreement addresses the EPA's comments and provides an appropriate path forward. A copy of the letter from FDEP is attached hereto as Exhibit 2.

Under the Revised Settlement Agreement, the County will have up to six (6) years to work on a Multi-Agency Science Plan (MASP) to determine whether, when the CDWWTP's Injection Well System is operating at full injection capacity, there is sufficient pathogenic micro-organism inactivation before any fluid migration occurs that could impact drinking water and, therefore, necessitate the need for HLD at the Plant (the Project). If the County establishes that there is, in fact, sufficient pathogen micro-organism inactivation, it can seek removal of any HLD requirement in the permits for the CDWWTP. The elimination of this additional treatment will save the County approximately \$250,000,000 in construction, operation, and maintenance costs that would otherwise be required to implement HLD at the CDWWTP.

The Revised Settlement Agreement reflects the kind of innovative and forward-thinking investment that supports my Administration's WISE 305 agenda—enhancing government efficiency, promoting fiscal responsibility, and ensuring every taxpayer dollar is spent for maximum impact. This effort will reduce operational costs for the CDWWTP in the long-term and will support WASD's ongoing efforts to become a future-ready utility that provides uninterrupted critical services to our community, even in the face of emergencies and evolving environmental conditions.

Recommendation

It is recommended that the Board authorize the execution of the Revised Settlement Agreement between the County and FDEP and direct the County Mayor or the County Mayor's designee to prepare and implement the MASP within the designated timeframes as required in the Revised Settlement Agreement.

Scope

The CDWWTP is located at 3989 Rickenbacker Causeway, Miami, Florida 33160, located in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

Delegation of Authority

Upon approval of this item, the County Mayor or County Mayor's designee shall have the authority to execute the Revised Settlement Agreement on behalf of the County and to exercise all provisions contained therein.

Fiscal Impact / Funding Source:

The fiscal impact to the County includes an estimated \$30,000,000 to complete the MASP and will be funded out of WIFIA Loans, Wastewater Special Construction Fund, Wastewater Connection Charges, WASD Subordinate Debt, and Future Subordinate Debt. The Project is in WASD's FY 2024-25 Adopted Budget and Multi-Year Capital Plan- Ocean Outfall Legislation Program, Program #962670, Volume #3, Page #94.

This is a decrease from the \$50,000,000 that had been estimated as the cost of the MASP based on the requirements of the the original Settlement Agreement. The reduction in the estimated cost for the MASP in the Revised Settlement Agreement is the direct result of a narrowing of the area that the FDEP has requested to be studied, which is now limited to a three-mile radius from the CDWWTP. Assuming the MASP successfully demonstrates that pathogens are inactivated without the need for HLD within this narrower area, the County will not have to build HLD facilities at CDWWTP, which will mean a cost savings to the County of over \$250,000,000.

Track Record/Monitor:

WASD's Deputy Director of Planning, Regulatory Compliance and Capital Infrastructure, Marisela Aranguiz-Cueto, P.E., will oversee the implementation of the Revised Settlement Agreement.

Background:

The CDWWTP is a 143-million-gallon-per-day treatment facility that discharges treated effluent through an existing ocean outfall. To comply with Section 403.086 of the Florida Statutes, the County has constructed nine (9) Class I Municipal Injection Wells on Virginia Key. These wells are being supplemented by two existing Class I Non-Municipal, Non-Hazardous (Industrial) Injection Wells. Collectively, this injection well system is designed to dispose of treated wastewater approximately 3,000 feet below land surface into the confined saline Lower Floridan Aquifer.

In August 2020, the County submitted an Aquifer Exemption Application to FDEP, seeking an exemption from the requirement that WASD implement HLD on its injection well system at the CDWWTP. The Application included a detailed technical justification to support a substantial aquifer exemption for the Floridan Aquifer within a three-mile radius of the CDWWTP.

Approval of an Aquifer Exemption—requiring concurrence from both FDEP and the EPA—was requested solely to remove the HLD requirement, which was estimated to cost more than \$250,000,000 and, in the County's view, would offer no measurable benefit to public health, drinking water safety, or the surrounding environment. Once an aquifer is exempted, it is no longer classified as an Underground Source of Drinking

Water (USDW) and is not subject to the Underground Injection Control program requirements, including HLD. Accordingly, if both FDEP and EPA approve the County's Application, the HLD mandate would no longer apply, and the related treatment requirements could be removed through an FDEP permit modification.

On August 29, 2022, FDEP issued a Notice of Denial in response to the County's Application. FDEP's Denial alleged that the County had not met certain substantial aquifer exemption criteria set forth in Rule 62-528.300(3), Florida Administrative Code (F.A.C.).

In response to FDEP's Denial, on January 20, 2023, the County filed a petition for an administrative hearing before the Department of Administrative Hearings (DOAH) on FDEP's Denial, which was later amended on March 17, 2023 (Petition). The County's Petition outlined the reasons HLD was not necessary for the CDWWTP injection well system and demonstrated that the criteria for an Aquifer Exemption were satisfied. Specifically, the Petition explained that the Floridan Aquifer in the vicinity of the CDWWTP neither currently serves nor is anticipated to serve as a source of drinking water. Among other factors, the salinity levels in groundwater in this area make it unsuitable for development as a water supply.

After over a year of negotiations, the County and FDEP resolved the County's DOAH proceeding through the Settlement Agreement initially approved by the Board on April 1, 2025. Subsequent to this approval, FDEP, in consultation with EPA, proposed additional revisions, which have been successfully negotiated with the County over the past several months. The Revised Settlement Agreement reduces the County's anticipated financial investment in the MASP.

The Revised Settlement Agreement, in both the previously approved and revised iterations, provides a science-based alternative to the Aquifer Exemption. If the MASP demonstrates that injection activities do not cause a primary drinking water standard violation in a USDW, the County may apply to remove the HLD treatment requirement for the facility. Eliminating HLD would result in cost savings to the County of over \$250,000,000 and deliver significant environmental benefits. The energy consumption savings alone are estimated to be equivalent to nearly 5,300 passenger vehicles driven for one year, more than 4,400 homes' electricity use for one year, or almost 3 trillion smartphones charged.

Attachments



Roy Coley
Chief Utilities and Regulatory Services Officer

Exhibit 1

STATE OF FLORIDA DIVISION OF ADMINISTRATIVE HEARINGS

MIAMI-DADE COUNTY,

Petitioner,

vs.

OGC CASE NO.: 20-1298

DOAH CASE NO.: 23-2931

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION,

Respondent.

_____ /

SETTLEMENT AGREEMENT

1. The Florida Department of Environmental Protection ("Department") is the administrative agency of the State of Florida having the power and duty to administer and enforce the provisions of Chapter 403, Florida Statutes, ("F.S."), and Chapter 62-528, Florida Administrative Code, ("F.A.C."), applicable to the regulation of Class I underground injection wells. The Department has jurisdiction over the matters addressed in this Agreement.

2. Miami-Dade County ("County") owns and operates the Central District Wastewater Treatment Plant ("CDWWTP") located on Virginia Key in Miami, Florida. The CDWWTP is a 143 million gallon per day treatment facility discharging treated effluent through an existing ocean outfall. The County also operates two other wastewater treatment plants, the South District Wastewater Treatment Plant ("SDWWTP") and the North District Wastewater Treatment Plant ("NDWWTP").

3. To dispose of wastewater from the CDWWTP, in compliance with section 403.086, Florida Statutes, the County is in the process of constructing nine (CDIW-3 – CDIW-11) Class I municipal injection wells on Virginia Key. These wells are being augmented by two existing Class I non-municipal non-hazardous (industrial) injection wells (CDIHW-1, CDIHW-2). Collectively, these Class I injection wells and the associated monitoring wells comprise the “System”. The System is designed to dispose of treated wastewater approximately 3,000 feet below land surface (bls) into the Lower Floridan Aquifer.

4. On December 17, 2015, the Department issued a Construction Permit (0317749-003-004-UC/1X) for the construction and operational testing of CDIHW-1 and CDIHW-2. On September 24, 2018, the Department issued a Construction and Testing Permit (0317749-006-012-UC/1M and 0317749-017-018-UC/1M) for CDIW-3 through CDIW-11 (cumulatively “Municipal Construction Permits”).

5. Rule 62-528.440(2)(c), F.A.C., prohibits the authorization of any underground injection activity where a Class I well causes or may cause movement of fluid into underground sources of drinking water (“USDW”), if such fluid may cause a violation of any primary drinking water standard under 40 CFR 141 (1994), or may otherwise adversely affect the health of persons.

6. Pursuant to Rule 62-528.200(66), F.A.C., USDW means an "aquifer" or its portion: (a) Which supplies drinking water for human consumption, is classified by Rule 62-520.410(1), F.A.C., as Class F-I, G-I or G-II ground water, or contains a total dissolved solids concentration of less than 10,000 mg/L.

7. 40 CFR 146.16 allows for Class I municipal disposal wells in certain parts of Florida, including Miami-Dade County, when the injectate is treated to high-level disinfection (“HLD”) standards before injection. HLD is an additional treatment and disinfection requirement aimed at the reduction of pathogenic micro-organisms under Rule 62-600.440(6), F.A.C. Pursuant to 40 CFR 146.16, the Municipal Construction Permits only authorize disposal of secondary treated domestic wastewater treated with HLD. The underground injection control permits for the SDWWTP injection systems and NDWWTP injection well system, Permit No. 0557792-025-029-UC/1M also includes the requirement for HLD treatment prior to injection. The NDWWTP injection well system UIC Permit 057792-021-024-UO/1M does not require HLD prior to injection.

8. On August 25, 2020, the County filed an application with the Department to designate a 3-mile portion of the Floridan Aquifer System (“FAS”) as an exempted aquifer (“Application”) to eliminate the HLD treatment requirement for the System.

9. On August 29, 2022, the Department issued a Notice of Denial, which denied the County’s Application (“Denial”). On January 20, 2023, the County timely filed a Petition for Formal Administrative Hearing (OGC 20-1298) (“Petition”) challenging the Denial.

In order to settle the matters raised in the Petition, the Parties have agreed to the following:

10. Within 10 days of the Effective Date of this Agreement, the County shall withdraw its Petition, and the Parties will submit a Joint Motion to Relinquish Jurisdiction to the Division of Administrative Hearings.

11. Within 10 days of an Order Closing File from the Administrative Law Judge, the Department will withdraw its Denial. The Parties agree that the Application will be held in abeyance pending the outcome of this Agreement.

12. Within 365 days of the Effective Date of this Agreement, the County will submit a Multi-Agency Science Plan ("MASP") to the Department for approval. The MASP will, at a minimum, include:

- a. A peer review panel to review and provide recommendations for the development of and execution of activities under the MASP. The Parties will seek the participation of at least three individuals from at least three agencies from the following list:
 - i. Miami-Dade Water and Sewer Department
 - ii. Miami-Dade Regulatory and Economic Resources Department of Environmental Resource Management
 - iii. Florida Department of Environmental Protection Underground Injection Control Program
 - iv. Florida Geological Survey
 - v. South Florida Water Management District
 - vi. U.S. Geological Survey
 - vii. U.S. Environmental Protection Agency
 - viii. Florida International University Department of Earth and Environment
- b. Siting, design, permitting, construction and testing of distal (at or beyond 3 miles of the CDWWTP), and intermediate (within 3 miles of the CDWWTP) monitoring wells in the FAS at depths within the Avon Park Formation and/or in other formations within the FAS USDW to improve the hydrogeologic characterization of the FAS and better understand the fate and transport of injected effluent at the permitted injection capacity of the System. The MASP will also include the siting, drilling, testing, and

construction of wells, test borings and/or evaluation of existing data sufficient to determine the presence and extent of the USDW below Virginia Key and unsubmerged land within, at least, the 3-mile radius.

- c. Refinement or updating of the United States Geological Survey Miami-Dade Floridan Aquifer System Model (USGS MDFAS Model) using the data obtained. The update and refinement of the USGS MDFAS Model should utilize existing hydraulic and concentration data taken from Virginia Key as well as additional data collected under the MASP.
 - d. A proposal for the modeling study of the vertical, horizontal, and temporal inactivation of pathogenic micro-organisms in the FAS at full injection capacity of the System. The study should show attenuation and potential inactivation of concentrations of pathogens at 1, 5, and 20 years from the western-most point of injection based on hydrogeologic modeling and data collected during the initial phases of the MASP.
 - e. A timeline for completion of all activities from the date of the Department's approval of the MASP, not to exceed 6 years. The activities and timelines in the approved MASP are enforceable by this Agreement.
13. Within 180 days of completion of all of the activities in the approved MASP, the County will submit a Final Report, for Department approval, which includes all data, interpretations, findings, and conclusions from the studies described in paragraph 12 and will provide the following:

- a. Demonstration of whether, and the extent to which, pathogenic micro-organism inactivation, equivalent to HLD treatment as provided in Rule 62-528.440, F.A.C., occurs with operation of the System at full injection capacity at the 1, 5, and 20 year intervals;
 - b. Demonstration of whether pathogenic micro-organism inactivation, equivalent to HLD treatment as provided in Rule 62-528.440, F.A.C., occurs at or before any fluid movement into any USDW within the Upper Floridan Aquifer (“UFA”) with operation of the System at full injection capacity at the 1, 5, and 20 year intervals; and
 - c. Demonstration of whether operation of the System at full injection capacity causes or allows for movement of fluid which may cause a violation, other than pathogenic micro-organisms, of any primary drinking water maximum contaminant limit (“MCL”) within any USDW or portions thereof.
14. The Final Report shall also include a proposal and schedule for corrective actions, if necessary, for the following scenarios:
- a. If the Final Report demonstrates that the System’s injection activities cause or allow for movement of fluid into a USDW, which may cause a violation, other than pathogenic micro-organisms, of any primary drinking water standard under 40 CFR 141, then, within two years of the Department’s approval of the Final Report, the County shall re-route non-municipal wastes through the CDWWTP headworks or discontinue its injection and

apply to reclassify the Class I non-municipal non-hazardous wells to Class I municipal injection wells in accordance with Rule 62-528.200(45), F.A.C.

- b. If the Final Report demonstrates that the System's injection activities do not cause or allow for movement of fluid into a USDW, which may cause a violation of any primary drinking water standard under 40 CFR 141, and demonstrates there is no USDW within, at least, the 3-mile radius of the injection activity, or that such USDW should be exempt; then upon application, the Department may:
 - i. Issue an aquifer exemption under Rule 62-528.300, F.A.C., based on the information provided in the Final Report or,
 - ii. Reclassify the wells as Class V if the Final Report demonstrates that the ground water between the surface and the injection zone within one-quarter mile of the point of injection would be a designated non-potable water use classification pursuant to Rule 62-520.410, F.A.C.
- c. Upon issuance of the exemption or reclassification referenced in paragraph 14.b. above, the additional treatment required under 40 CFR 146.15(d)(2), will not apply.
- d. If the Final Report does not provide the information necessary under paragraph 14.b to exempt the USDW or reclassify the wells, then the County shall implement HLD treatment within a period not exceeding five (5) years, from the approval of the Final Report by the Department.

15. Unless otherwise specified herein, the County has the right to challenge any determination by the Department with regards to the approval of the MASP or Final Report, pursuant to Chapter 120, F.S. At the election of either the County or the Department, the County and the Department shall schedule an informal meeting to attempt a good faith resolution of any disputes that may arise as a result of decisions made hereunder; thereafter, to the extent the County or the Department remains aggrieved, the aggrieved party may elect mediation proceedings before a neutral arbitrator selected by the County and the Department. Should mediation not result in resolution of any such dispute, the County reserves the right to proceed pursuant to Chapter 120, F.S.

16. Every calendar quarter until all activities under this Agreement are completed, the County shall submit to the Department a written report regarding the status and progress of the activities being completed ("Quarterly Report"). The Quarterly Report shall also include a projection of the activities the County expects to complete over the next 12-month period. The County shall submit the Quarterly Report to the Department within 30 days of the end of each quarter.

17. During the implementation of this Agreement, the Department and the County agree to the use of secondarily treated wastewater for the purposes of operational testing of the System. This does not relieve the County from obtaining written approval from the Department to conduct operational testing as required by Rule 62-528.450(3)(b), F.A.C., or providing the documentation required by Rule 62-528.450(3)(a), F.A.C. The two-year time limitation under Rule 62-528.450, F.A.C., for operational testing will be

waived to provide for the implementation of this Agreement. The Parties agree to hold any future operational permit applications by the County for the System in abeyance until the submission of the Final Report as required by Paragraph 13.

18. Nothing in this Agreement shall be construed to relieve the County from any obligation to acquire permits, licenses, certificates, or other authorizations for the System from any applicable local, state or federal regulatory agencies, including but not limited to, any authorization under Chapter 62-520, F.A.C.

19. The current underground injection control permits at the SDWWTP and NDWWTP, permit no. 057792-025-029-UC/1M, and subsequent operation permit, require implementation of HLD prior to injection. The County agrees that it will not seek to remove the HLD requirement for these systems, excluding a change in law or regulation.

20. If any event, including administrative or judicial challenges by third parties unrelated to the County, occurs which causes delay or the reasonable likelihood of delay, in complying with the requirements of this Agreement, the County shall have the burden of proving the delay was or will be caused by circumstances beyond the reasonable control of the County and could not have been or cannot be overcome by the County's due diligence. Economic circumstances shall not be considered circumstances beyond the control of the County, nor shall the failure of a contractor, subcontractor, materialman or other agency (collectively referred to as "Contractor") to whom responsibility for performance is delegated to meet contractually imposed deadlines, be a cause beyond the control of the County, 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, the County shall notify the Department orally or via email, within 48 hours and shall, within seven (7) calendar days of oral or email notification to the Department, notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to prevent or minimize the delay, and the timetable by which the County intends to implement these measures. If the County demonstrates that the delay or anticipated delay has been or will be caused by circumstances beyond the reasonable control of the County, the time for performance hereunder shall be extended for a period equal to the agreed delay resulting from such circumstances or other period agreed upon by the Department. The Parties agree to use good faith efforts to informally negotiate such issues. Such agreement shall adopt all reasonable measures necessary to avoid or minimize delay. Failure of the County to comply with the notice requirements of this Paragraph in a timely manner shall constitute a waiver of the County's right to request an extension of time for compliance with the requirements of this Agreement.

21. This Agreement may not be modified, amended, waived or terminated orally, but only by an instrument in writing signed by both the County and the Department.

22. 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 the County and the Department, and filed with the clerk of the Department.

23. This Agreement is a final order of the Department pursuant to section 120.52(7), F.S., and is subject to the provisions of Chapter 120, F.S.

24. The County 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. The County acknowledges its right to appeal the terms of this Agreement pursuant to section 120.68, F.S., and waives that right upon signing this Agreement. Nothing in this paragraph waives the County's ability to challenge any agency action by the Department with regards to the approval of the MASP or Final Report in accordance with Paragraph 15.

25. The Parties agree that the terms and conditions of this Agreement will be enforceable by a court of competent jurisdiction pursuant to sections 120.69 and 403.121, F.S. The Department hereby expressly reserves the right to initiate appropriate administrative or legal action to address any violations of statutes or rules administered by the Department that are not specifically resolved by this Agreement or to prevent a violation of a primary drinking water standards in a USDW.

26. In accordance with section 120.52, F.S., the effective date of this Agreement is the date filed with the Department's designated agency clerk.

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SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date of year appearing by their respective signatures.

ATTEST:

**Juan Fernandez-Barquin,
Clerk of the Court and Comptroller**

**MIAMI-DADE COUNTY, a political
subdivision of the State of Florida**

By: _____
Deputy Clerk

By: _____
County Mayor

Print Name Date

Print Name Date

Approved for form and legal sufficiency

Assistant County Attorney

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

John A. Coates, P.E., Director
Division of Water Resource Management
Florida Department of Environmental Protection

FILED ON THIS DATE PURSUANT TO § 120.52, FLORIDA STATUTES, WITH THE DESIGNATED DEPARTMENT CLERK, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED.

Deputy Clerk

Date



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Alexis A. Lambert
Secretary

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

Exhibit 2

July 25, 2025

Virginia Walsh, P.G., Ph.D.
Senior Project Manager
Miami-Dade Water and Sewer Department
3071 SW 38th Ave
Room 554-10
Miami, Florida 33146

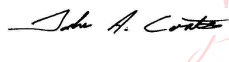
Re: Proposed Settlement for Miami-Dade County v. Department of Environmental Protection
DEP Application No.: 0317749-016-UC/A1
OGC File No. 20-1298 and DOAH Case No. 23-2931

Dr. Walsh,

Please find the enclosed copy of the Department's proposed settlement agreement for the referenced Miami-Dade County Central District Wastewater Treatment Plant (Central District Facility) aquifer exemption application and denial. The Department appreciates the County's thoughtful and constructive engagement during this important process.

We also appreciate the additional collaboration working through the U.S. Environmental Protection Agency's comments on the draft proposed settlement. The Department believes this revised attachment addresses those comments and provides an appropriate path forward to ensure that long-term operations at your Central District Facility are protective of underground sources of drinking water.

Sincerely,

 Digitally signed by John
Coates
Date: 2025.07.25 10:26:47
-04'00'

John A. Coates, P.E., Director
Division of Water Resource Management

Enclosure: As Noted.

cc: Matt Knoll, FDEP
Richard Lobinske, Ph.D., FDEP
Jay Fink, P.E., MDWASD

MDC017

Memorandum



Date:

To: Honorable Chairman Anthony Rodriguez
Board of County Commissioners

From: Jay J. Fink, Director
Water and Sewer Department

Subject: Request to Process Late Departmental Agenda Item

A handwritten signature in blue ink, appearing to be "Jay J. Fink", written over the "From:" line.

I am requesting that the following item be placed on the September 3, 2025, Board of County Commissioners (the Board) meeting.

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A REVISED SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") FOR OGC CASE NO. 20-1298/DOAH CASE NO. 23-2931, WHICH REVISED SETTLEMENT AGREEMENT REPLACES THE SETTLEMENT AGREEMENT PREVIOUSLY APPROVED THROUGH RESOLUTION NO. R-319-25; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED WITHIN THE SETTLEMENT AGREEMENT AND TO CARRY OUT THE MULTI-AGENCY SCIENCE PLAN ("MASP") AT AN ESTIMATED COST TO THE COUNTY OF \$30,000,000.00.

Although this item has not met the noticed deadline, it is critical that this item proceed within the requested timeline in order to comply with the Order by Administrative Law Judge E. Gardy Early of the State of Florida, Division of Administrative Hearings. As outlined in the Order, attached hereto as Attachment 1, the County has been granted a final extension until September 12, 2025, for the Board to approve the Revised Settlement Agreement. Failure to secure approval by that date will result in the Judge proceeding with scheduling a final hearing and advancing the trial.

Therefore, I respectfully request to process the item notwithstanding that the Three-Day Rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the Chairman of the Board, and review by the Office of the County Attorney.

A handwritten signature in black ink, appearing to be "Roy Coley", written over the "Approved by Mayor or Mayor's Designee" line.
Approved by Mayor or Mayor's Designee

Roy Coley
Print Name

A handwritten signature in black ink, appearing to be "Demetria Henderson", written over the "Approved by Legislative Director or Designee" line.
Approved by Legislative Director or Designee

Demetria Henderson
Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

**STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS**

MIAMI-DADE COUNTY,

Petitioner,

vs.

Case No. 23-2931

DEPARTMENT OF ENVIRONMENTAL
PROTECTION,

Respondent.

**ORDER EXTENDING ABEYANCE
AND REQUIRING STATUS REPORT**

This cause has come before the undersigned on a Joint Status Report and Motion to Extend Abeyance, which indicates that a settlement agreement has been approved by Miami-Dade County's Board of County Commissioners, and requires only final approval by the Department of Environmental Protection. That was the status on April 4, 2025. A final extension will be granted, but if the settlement is not approved by the requested September 12, 2025, date, a final hearing will be scheduled. Therefore it is,

ORDERED that the parties shall confer and advise the undersigned in writing no later than September 12, 2025, as to the status of the approval of the settlement agreement. If the settlement agreement has not been approved, the parties shall provide dates in October or November 2025, for a final hearing.

DONE AND ORDERED this 11th day of June, 2025, in Tallahassee, Leon County, Florida.


Case No. 23-2931

E. GARY EARLY
Administrative Law Judge
DOAH Tallahassee Office

Division of Administrative Hearings
1230 Apalachee Parkway
Tallahassee, Florida 32301-3060
(850) 488-9675
www.doah.state.fl.us

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Geri Bonzon-Keenan, Esquire
(eServed)

Angela Freda Benjamin, Esquire
(eServed)

Kathryn Marx Horst, Esquire
(eServed)

Jose Ignacio Ortega, Esquire
(eServed)

John Ryen Morgan-Ring, Esquire
(eServed)



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: September 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 14(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☒ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Daniella Lencina* Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(1)
9-3-25

RESOLUTION NO. R-889-25

RESOLUTION APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A REVISED SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") FOR OGC CASE NO. 20-1298/DOAH CASE NO. 23-2931, WHICH REVISED SETTLEMENT AGREEMENT REPLACES THE SETTLEMENT AGREEMENT PREVIOUSLY APPROVED THROUGH RESOLUTION NO. R-319-25; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY RIGHTS CONTAINED WITHIN THE SETTLEMENT AGREEMENT AND TO CARRY OUT THE MULTI-AGENCY SCIENCE PLAN ("MASP") AT AN ESTIMATED COST TO THE COUNTY OF \$30,000,000.00

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

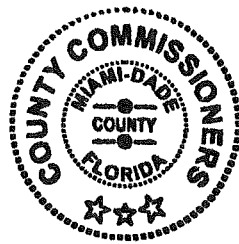
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves and authorizes the County Mayor or County Mayor's designee to execute a Revised Settlement Agreement between Miami-Dade County (the "County") and FDEP related to the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant ("CDWWTP"), in substantially the form attached to the accompanying memorandum as Exhibit 1. The Revised Settlement Agreement replaces the Settlement Agreement previously approved by this Board through Resolution No. R-319-25. Under the Revised Settlement Agreement, the County has up to six years to develop the MASP to assess whether the CDWWTP's Injection Well System sufficiently inactivates pathogenic microorganisms before fluid migration impacts drinking water and, therefore, does not require HLD. The MASP is estimated to cost \$30,000,000.00 to complete;

however, if, as anticipated, it demonstrates that HLD is not needed at CDWWTP, it will result in a savings to the County of approximately \$250,000,000.00 because the County will not have to add HLD at the Plant. The Board further authorizes the County Mayor or County Mayor's designee to exercise any rights contained within the Settlement Agreement.

The Prime Sponsor of the foregoing resolution is Commissioner **Raquel A. Regalado** . It was offered by Commissioner **Eileen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	absent
Sen. René García	absent	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of September, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

MDC023