

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT IN AND FOR  
POLK COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

vs.

CASE NO.: 2019-CA-003451 <sup>003541</sup>

CROOKED LAKE PARK SEWERAGE  
COMPANY,

Defendant.

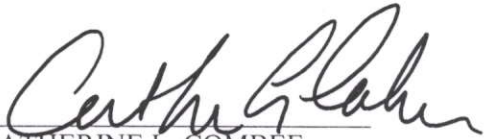
AGREED ORDER ADMINISTRATIVELY CLOSING CASE

THIS CAUSE came before the Court upon the settlement agreement among the parties. This Court having considered the same, pleadings, and the agreement, and is otherwise fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that:

1. The Settlement Agreement is hereby approved and adopted by the Court.
2. The above-styled case is hereby administratively closed, subject to being re-opened on ex-parte motion filed by Plaintiff in the event that the Defendant defaults in its obligations under the Settlement Agreement.
3. The Court reserves jurisdiction in this case to enter any further and additional orders that may be necessary or appropriate.

DONE AND ORDERED in Bartow, Polk County, Florida this 11<sup>th</sup> day of August, 2021.

  
CATHERINE L. COMBEE  
CIRCUIT JUDGE

Copies provided to all counsel  
of record via e-filing portal.

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR POLK COUNTY, FLORIDA**

**STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION**

**Plaintiff,**

**v.**

**CASE NO.: 2019-CA-003541**

**CROOKED LAKE PARK SEWERAGE  
COMPANY,**

**Defendant.**

\_\_\_\_\_ /

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made and entered into this 2 day of August 2021, by and between Plaintiff, **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION** and Defendant, **CROOKED LAKE PARK SEWERAGE COMPANY,**

**RECITALS**

**WHEREAS:**

The Department of Environmental Protection ("Department") is the administrative agency within 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, and the rules promulgated and authorized in Title 62, Florida Administrative Code;

Crooked Lake Park Sewerage Company ("Crooked Lake Sewerage") is a registered Florida for profit corporation which owns and operates a domestic wastewater treatment facility as well as a sewerage collection and transmission system located in Polk County, Florida ("Facility") pursuant to permit number FLA013038. Crooked Lake Sewerage is a person within the meaning

of Section 403.031(5), and 403.703(22), Florida Statutes, and rules 62-604.500(3), 62-610(6), 62-600.410, and 62-302.700(1), Florida Administrative Code.

On October 23, 2020, the Court granted the Department's Motion for Summary Judgment in the above styled case, finding that Crooked Lake Sewerage is liable to the Department for Counts I through V of the Department's Amended Complaint. The Court in that Order reserved jurisdiction as to the proper amount of penalties and costs.

On June 7, 2021, the Department filed a Motion for Final Judgment seeking the Court assess such penalties and costs against Crooked Lake Sewerage. Prior to the July 28, 2021, Final Hearing on the Department's Motion the parties agreed to resolve the matter amicably consistent with the terms herein.

**NOW, THEREFORE:**

In consideration of the above premises and other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be mutually bound, hereby agree as follows:

1. The above recitals are true and correct and are hereby incorporated into this Agreement as legally binding provisions.
2. This Agreement is effective on the date of execution by the last party to execute this Agreement, which date shall be entered above ("Effective Date").
3. As part of the settlement of the disputes hereunder, Crooked Lake Sewerage shall pay the Department the total sum of \$100,000.00. This total sum payment shall be paid as (1) \$35,000.00 within 3 business days of the Effective Date of this Agreement and (2) the remaining \$65,000.00 to be paid in 10 equal monthly installments of \$6,500.00 no later than the third calendar



day of each month starting September 2021. Each payment shall be made by Cashier's check or money order and shall be made payable to the "Department of Environmental Protection" and shall include the notation "OGC File No. 19-1474" and "Water Quality Assurance Trust Fund." Payment(s) shall be mailed to the Florida Department of Environmental Protection, Southwest District, 13051 N Telecom Parkway, Suite 101, Temple Terrace, FL 33637. Online payments by e-check are also acceptable and can be made by going to the Department's Business Portal at: <http://www.fldepportal.com/go/pay/>.

4. Upon timely payment in full of \$100,000 in accordance with paragraph 3 hereof, the Department shall within five (5) days file with the Court a notice of voluntary dismissal with prejudice of this matter.

5. Crooked Lake Sewerage's failure to timely make a scheduled payment shall make the entire unpaid balance immediately due and payable without further notice required to Crooked Lake Sewerage. If Crooked Lake Sewerage does default on any payment, Crooked Lake Sewerage consents to the ex-parte entry of a Consent Final Judgment against it for the outstanding penalty amount consistent with the terms of the Agreed Order Administratively Closing Case.

6. This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties.

7. But for the amount paid by Crooked Lake Sewerage to the Department as required under this Agreement, each party shall bear its own costs and attorney's fees with regard to this action, including fees and costs associated with any appeal related to or arising from this Agreement.

8. This Agreement is binding on the parties, their successors and assigns.

9. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

10. This Agreement is a settlement of the Department's authority to seek civil penalties 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 Crooked Lake Sewerage of the need to comply with applicable federal, state, or local laws, rules, or ordinances.

11. 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.

12. 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 Department and Crooked Lake Sewerage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized and lawful representative on the date or dates set forth below.

Executed by PLAINTIFF on this 9 day of August, 2021:

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION SOUTHWEST DISTRICT

By: Kelley M. Bortwright

Its: FDEP Southwest District Director

Executed by DEFENDANT on this 2<sup>nd</sup> day of August, 2021:

CROOKED LAKE PARK SEWERAGE COMPANY

By: Louis F. Garrard

Name: Louis F. Garrard, V

Its: President