

MEMORANDUM

TO: Naomi S. Duerr, P.G., Deputy Executive Director, Water Resources Management

FROM: Ed Rectenwald, Staff Hydrogeologist, Water Supply

THROUGH: Ken Ammon, Deputy Division Director, Water Supply

DATE: May 23, 2001

SUBJECT: Acceptance of a Right of Entry Agreement from Florida Water Services – Burnt Store

RECOMMENDATION

Approve the acceptance of a Right of Entry Agreement from Florida Water Services – Burnt Store, Punta Gorda, Florida, to perform monthly water level and quarterly water quality monitoring on two of this facilities existing Floridan aquifer monitor wells.

BACKGROUND

The District is entering into a Right of Entry agreement with Florida Water Services – Burnt Store to enhance its Floridan Aquifer System (FAS) monitor well network throughout the south Florida region. This monitoring effort is intended as a long-term initiative, so that sufficient information can be obtained to reduce data gaps in the development and calibration of a regional aquifer model. The model will be used to evaluate competing uses of the FAS as a water supply source, and identify appropriate Consumptive Use Permitting (CUP) rulemaking criteria.

Enhancing the present FAS monitoring network is a direct result of the District's Water Supply Plan Initiatives. Both the Lower East Coast (LEC) and Lower West Coast (LWC) Regional Water Supply Plans recommend the Floridan Aquifer as an "alternative water supply source" through implementation of Aquifer Storage and Recovery (ASR) techniques and reverse osmosis technology. The Water Supply Plans also recommend developing a regional FAS ground water flow model using aquifer data collected from District sponsored projects, as well as individual facilities/utilities currently utilizing and monitoring the Floridan aquifer.

STAFF RECOMMENDATION

Approve the acceptance of a Right of Entry Agreement from Florida Water Services – Burnt Store, Punta Gorda, Florida, to perform monthly water level and quarterly water quality monitoring on two of this facilities existing Floridan aquifer monitor wells.

EER

RIGHT OF ENTRY

Project: FLORIDAN AQUIFER MONITORING WELL ACCESS AGREEMENT

FLORIDA WATER SERVICES ("Property Owner"), whose mailing address is 17430 BURNT STORE RD. PUNTA GORDA FL. 33955, and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida ("District"), whose principal office is located at 3301 Gun Club Road, West Palm Beach, Florida, hereby agrees that District, its agents, contractors, employees and assigns, are hereby granted the right to enter upon that certain real property (the "Property") owned by Property Owner, located at 17430 BURNT STORE RD. (street address), in CHARLOTTE County, Florida, as depicted on Exhibit "A" attached hereto (site map) and incorporated herein by reference, for the purposes described below:

Project Description

I. Purpose

The District desires to enter into this agreement to enhance its Floridan Aquifer System (FAS) monitor well network throughout the south Florida region. This monitoring effort is intended as a long term initiative, so that sufficient information can be obtained to reduce data gaps in the development and calibration of a regional aquifer model. The model will be used to evaluate competing uses of the FAS as a water supply source, and identify appropriate Consumptive Use Permitting (CUP) rulemaking criteria.

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II. Activities

District activities conducted on the Property will focus exclusively on obtaining water-level and water-quality data. All monitoring will be passive in nature and will be conducted in a manner so as to minimize disruption to normal facility operations.

The major activities proposed at each monitoring site consist of: (a) equipment installation, and (b) data collection. It is agreed that the District shall incur all costs associated with installation, including without limitation well-head modifications and any associated minor permit modification fees, and collection activities as described herein.

II. Activities - continued

The District shall also be responsible for the maintenance of any and all equipment installed on the Property pursuant to this Right of Entry.

a. Equipment installation. Staff from the District's Electronic Support and Data Acquisition (ESDA) Division, or an approved contractor will install data-logger housings, and automated electronic water-level recording equipment on selected wells. All monitor well pads will be surveyed to National Geodetic Vertical Datum (NGVD) by District staff.

b. Data collection. Water-level data from the monitor wells will be collected digitally in real-time or downloaded periodically by District staff or an approved contractor for archiving. Typically, one to two field technicians using a portable computer will download the electronic data-loggers monthly as well as perform routine maintenance on the equipment. During the first few months following installation, data-loggers may be downloaded twice per month to troubleshoot equipment problems and ensure that all installations are performing as intended. Separate site visits may be scheduled during the course of the year to maintain, repair or upgrade equipment as deemed necessary. Access to the Property during these visits will be coordinated with the Facility/Utility Director.

On a quarterly basis, District staff or an approved contractor will collect a groundwater sample for chemical analysis from selected wells. To ensure a representative sample from the monitor zone of interest, it will be necessary to purge the well before obtaining the water sample. As a result (and to minimize any inconvenience), the District/contractor will notify the Facility/Utility Director before sampling to assure proper facility protocols are met. The District-operated laboratory will analyze the Floridan aquifer samples for chloride and total dissolved solid concentrations.

The Property Owner and the District hereby agree as follows:

1. The Property Owner hereby acknowledges that (i) any equipment or physical structure (i.e. water well) placed on the Property by the District shall remain the property of the District, and (ii) all such equipment shall be removed from the Property, and any wells capped or filled in, by the District on or before the termination of this Right of Entry.
2. The District agrees that upon completion of the activities proposed in this Right of Entry, any portion of the Property which is damaged as a result of activities conducted by the District pursuant to this Right of Entry will be returned to substantially the same condition that it was in on the date hereof.

3. The Property Owner shall allow all authorized representatives of the District, their vehicles and equipment access to the Property on reasonable notice in order to implement and carryout the activities described herein.
4. This Right of Entry does not convey any property rights or equipment to the Property Owner nor any rights and privileges, other than those specified herein.
5. Entry into this Right of Entry does not relieve the Property Owner's need to comply with other federal, state or local laws, regulations or ordinances, or the requirements of District issued water-use permit(s).
6. This Right of Entry may be modified only upon the mutual consent of both parties, submitted in writing.
7. Prior to any sale, transfer or conveyance of the Property, the District requests notification so that alternative agreements or arrangements may be made, if necessary.
8. Provided this Right of Entry has not otherwise been terminated by either party, the term of this Right of Entry shall automatically be extended for up to five (5) successive renewal terms of five (5) years each. All terms, conditions, covenants and provisions of this Right of Entry shall apply during all renewal terms, if any.

Witness our hands and seals this 9 day of MAY, 2004.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: _____

Naomi S. Duerr, P.G., Deputy Executive Director, Water Resources Management

PROPERTY OWNER

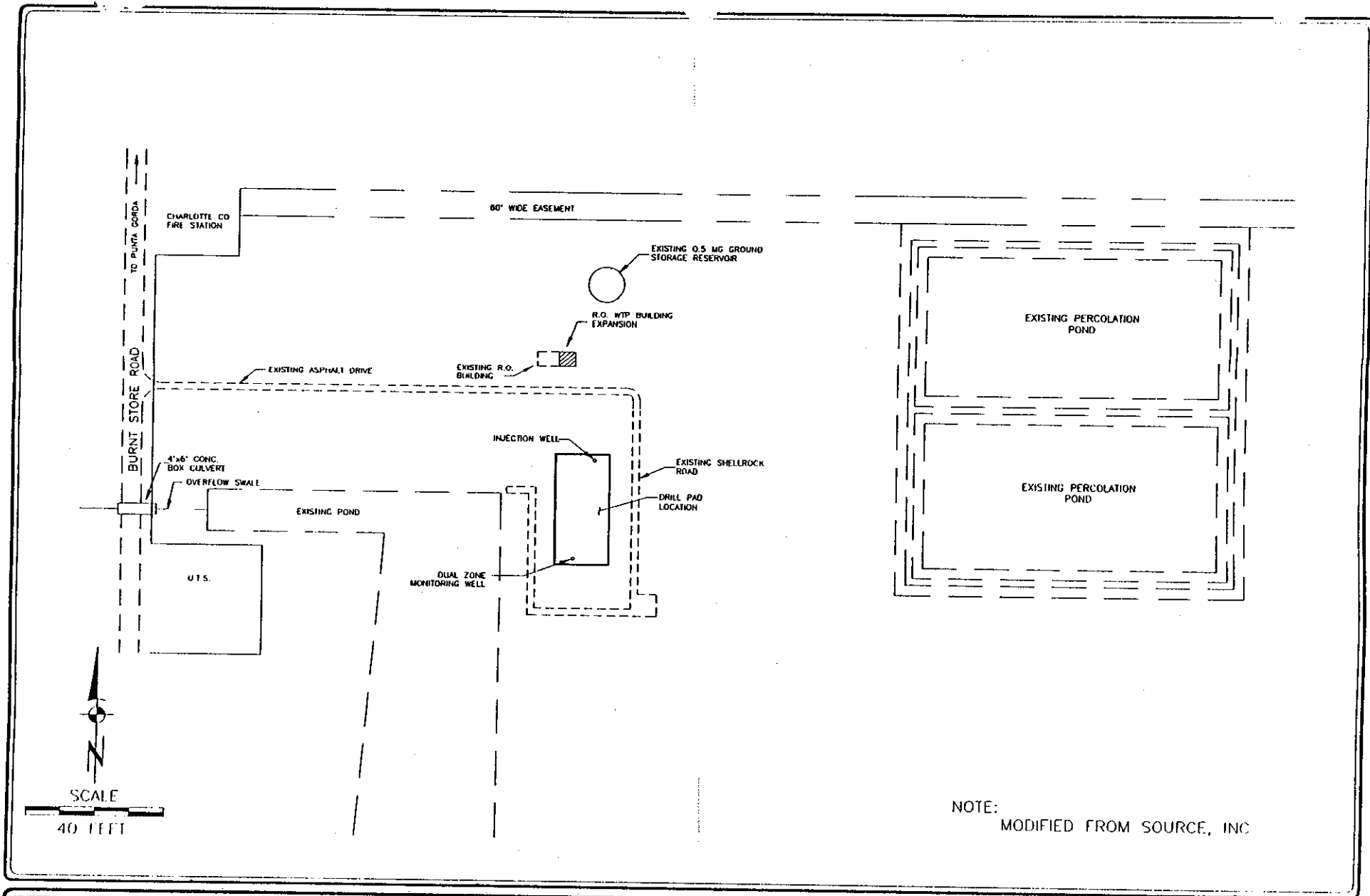
Facility: FL. WATER SERVICES - BUANT STORE

By: John Rohrich

Print Name: John Rohrich

Title: South Region Mgr

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DRN. BY: CAM DWG NO. A-013244KA-1 DATE: 10/25/95

PROJECT NAME: BURNI STORE IW

PROJECT NUMBER: 01-03244-00

FIGURE 2-2. SITE MAP.