

Dunn, Brandon

From: Osterhout, Thom
Sent: Thursday, February 10, 2011 9:44 AM
To: Dunn, Brandon
Cc: Wegis, Howard; Noble, Matthew; Meurer, Douglas; Hill, Thomas
Subject: FW: Villages of Pine Island Service Area Map Amendment
Attachments: RPC_Final_Package_Plant_Res_101807.pdf; Villages of Pine Island-Nordic Invest Corp 4-3-07.pdf

The LCU Pine Island WWTP is currently permitted for .492 M.G.D. annual average daily flow and the expiration date is 2/28/2014. Our monthly operating report shows that our maximum monthly average daily flow over the last 12 month period to be .16 M.G.D. during the month of March, 2010. The maximum three-month average daily flow over the last 12 month period is .148 M.G.D. ,therefore, providing .344 M.G.D. of available capacity.

The above referenced project is currently approved for 480 multifamily units @ 200 G.P.D. which equates to 96,000 G.P.D. plus 50,000 square feet (S.F.) of commercial office space at 15 G.P.D. per 100 S.F. equals 7,500 G.P.D. for a total of 103,500 G.P.D. or .103 M.G.D., leaving a total of .241 M.G.D., available capacity at our plant.

LCU has a 12" diameter sewage force main that abuts the subject property within the right-of-way of Stringfellow Road and that main has the available capacity to provide adequate service to this project at build-out as demonstrated in the approved hydraulic calculations on record with LCU.

LCU has a reuse agreement with the developer addressing disposal and we have attached that to this e-mail along with the RPC Plant Resolution for your convenience.

Should you have any further questions, or if I have not addressed all the issues, do not hesitate in contacting me.

Thom Osterhout
Senior Manager
Development
Lee County Utilities
1500 Monroe Street
Fort Myers, Florida 33901
TOsterhout@leegov.com
(239) 533-8165
Fax (239) 485-8385

Please note: Florida has a very broad public records law. Most written communications to or from County Employees and officials regarding County business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

This Instrument Prepared By:

Lee County Utilities
P. O. Box 398
Fort Myers, Florida 33902-0398

Strap Nos. 04-45-22-00-00000.0000
(Villages of Pine Island)

INSTR # 2007000153217, Pages 16
Doc Type AGR, Recorded 05/10/2007 at 04:24 PM,
Charlie Green, Lee County Clerk of Circuit Court
Rec. Fee \$137.50
Deputy Clerk AFOURNIER
#1

(THIS SPACE RESERVED FOR RECORDING) - LCU 500283

**AGREEMENT FOR THE DELIVERY
AND USE OF RECLAIMED EFFLUENT WATER**

THIS AGREEMENT is made and entered into on this 3rd day of April 2007; between Nordic Investment Corp. an Illinois Corporation and its assigns and successors in interest, hereinafter referred to as the "USER," and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY owns, maintains, and operates wastewater treatment facilities in Lee County and intends to produce treated effluent of a quality for the irrigation of grasses, woodlands, and certain crops; and

WHEREAS, the USER desires an allocated capacity at the COUNTY's wastewater treatment facility to serve it's development and the USER agrees to accept an equal amount of treated effluent to be used for irrigation purposes; and

WHEREAS the COUNTY must remain in compliance with the Florida Department of Environmental Protection Regulation by expanding it's utilization of reclaimed water within the service area of the COUNTY's wastewater treatment facility.

WHEREAS, the COUNTY desires to deliver this treated effluent for irrigation use by others as a means of effluent disposal; and

WHEREAS, the COUNTY intends to utilize a reclaimed effluent distribution system in order that delivery can be made under pressure directly to USER in a closed system; and

WHEREAS, USER now owns or otherwise controls the land upon which the reclaimed effluent water is to be used for irrigation purposes; and

WHEREAS, the County believes that it is in the best public interest to enter into this Agreement in order to further dispose of effluent water from its wastewater treatment facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the USER and COUNTY do hereby agree as follows:

BS 20070092-UTL

C10a

4-3-07

BACKGROUND

As one of the conditions to the USER obtaining their Development Order for Villages of Pine Island (DO#DOS 83-07-00300D) the development must provide a means for treatment and disposal of its generated wastewater. In order for the COUNTY's Pine Island Wastewater Treatment Facility to accept wastewater from the development there must be the ability to dispose of the treated wastewater. The intent of this agreement is to ensure the USER will be responsible for accepting at least the same amount of reclaimed water as the wastewater generated by the USER's development.

1. EASEMENTS (N/A - USING EASEMENT RECORDED 2-15-07, INSTRUMENT #2007000052176)

(a) If the Point of Delivery is within the USER'S property, the USER will grant to the COUNTY, an easement for operation and maintenance of the delivery system for the reclaimed effluent water on the USER'S property. The easement agreement itself, and the legal description of the property subject to the easement are incorporated by reference, attached hereto as Exhibit A, and made a part of this Agreement.

(b) Upon execution by both parties of Exhibit A, it shall be recorded in the appropriate record book in the official records of Lee County, Florida.

2. TERM OF THE AGREEMENT

(a) The COUNTY shall deliver and the USER shall accept and use reclaimed effluent water produced by the COUNTY from one of its wastewater treatment facilities, and this Agreement shall be effective on the date of the execution and for a term of twenty (20) years from date of Board approval. The term of this Agreement shall be renewed automatically for two (2) additional twenty (20) year terms beyond the initial twenty-year term. In the event the USER and the COUNTY mutually agree to terminate this agreement, the USER shall provide an acceptable alternative as determined by the COUNTY for the disposal of reclaimed water in the amount specified in this agreement.

3. USE OF RECLAIMED WATER: USER'S IRRIGATION SYSTEM

(a) The USER shall use reclaimed water delivered by the COUNTY for agricultural or urban irrigation; to include, but not be limited to, golf courses, lawns, and roadway right-of-way, or other purposes in any manner determined by the USER, except that use of the reclaimed water shall be consistent with all local, state, and federal regulations, and in such a manner as not to require a federal wastewater discharge permit.

(b) The USER agrees to receive reclaimed water within thirty (30) days of receipt of written notice from the COUNTY that deliveries will commence. The USER shall be solely responsible for the operation and maintenance of all portions of the USER'S irrigation system located within the boundaries of USER'S property and in accordance with the conditions established in Exhibit B of this Agreement.

4. WATER QUALITY

Reclaimed water delivered under this Agreement shall be treated to levels acceptable to meet the requirements of Chapter 62-6 Florida Administrative Code and F.D.E.P. requirements for irrigation on lands for public access.

5. **VOLUME OF WATER: DELIVERY SCHEDULE**

The COUNTY will deliver reclaimed water and the USER shall accept and use a volume of gallons of reclaimed water per day in accordance with the conditions established in Exhibit B. The COUNTY will require the USER to install appropriate meters at the Point of Delivery so that the volume of reclaimed water delivered will be monitored.

6. **POINT(S) OF DELIVERY**

The Point(s) of Delivery of reclaimed water from the COUNTY to the USER is immediately downstream of the meter. The COUNTY shall own, operate, and maintain the reclaimed water distribution system upstream of the Point(s) of Delivery. The USER shall own, operate, and maintain all works downstream of the Point(s) of Delivery.

The USER shall provide, in a manner approved by the appropriate regulatory agencies, a positive check-valve between the reclaimed water irrigation system and any other irrigation water source(s). The cost of such check-valve and its installation shall be borne by the USER, and the complete operation of the check-valve shall be the responsibility of the USER. The USER agrees to identify to the COUNTY all well(s) connected to the irrigation system. The USER may continue to use its existing well(s) and/or lake or pond water source(s) for its irrigation system, provided that the two are not operated simultaneously.

It shall be the USER'S responsibility to construct all lines, meters, etc., necessary to extend reclaimed water lines from existing COUNTY facilities. Construction shall be in accordance with COUNTY Standards. Record drawings shall be submitted to the COUNTY, as well as a Certificate of Contributory Assets, covering all facilities on the upstream side of, and including, the meter. A Release of Lien and a One-Year Warranty shall be furnished prior to the Utilities Department forwarding the project to the Board of County Commissioners for final acceptance of the portion of the line upstream of the meter.

7. **DELIVERY OF RECLAIMED WATER UNDER ADVERSE CONDITIONS**

(a) Adverse weather conditions or unforeseen circumstances may necessitate modification of the normal delivery schedule. Their USER may have the right to restrict the use of the reclaimed water to be delivered in the event of adverse weather conditions or unforeseen circumstances. The USER shall not restrict the use of reclaimed water until all alternate application sites available to the USER have been utilized to their capacity. Notice to the COUNTY of the USER'S intent to restrict the use of the reclaimed water shall be in writing and accepted by the COUNTY in advance. If advance notice to the COUNTY is not practical, then the USER shall give oral notice of the restriction to the COUNTY immediately, to be followed by a written document as soon as it is practical, fully describing the circumstances for the restriction.

(b) Both parties also recognize that adverse weather conditions or unforeseen circumstances may result in a need for reclaimed water greater than the volume set forth in Paragraph 5. Each USER shall have the right to draw additional water, subject to availability of reclaimed water supplies. During any period in which more than one USER exercises the right to draw additional reclaimed water, the COUNTY will furnish water, if available, as the transmission and delivery systems are capable of handling.

(c) If the COUNTY'S transmission or distribution system fails for reasons or events beyond the COUNTY'S control, then delivery of reclaimed water under the requirements of this Agreement may be interrupted or limited in quantity.

8. EMERGENCY SITUATIONS

The COUNTY shall not be held liable by the USER for failure to deliver reclaimed water if an emergency situation preventing such delivery exists.

If and when emergency situations occur, the COUNTY will notify the USER by telephone and follow up with a letter stating the nature of the emergency and the anticipated duration.

9. TERMINATION OR ASSIGNMENT

(a) In the event the COUNTY and the USER mutually agree to terminate this agreement subject to the limitations in paragraph two (2), the USER shall be liable for all costs and expenses that the COUNTY may incur for developing any alternate method of disposal of the effluent not taken as the result of the USER'S termination, unless such termination is mandated by a State or Federal regulatory agency.

(b) The COUNTY shall have the express right to collect from USER, all costs expended by the COUNTY that are associated with any alternate method of disposal of the effluent not taken as the result of the USER'S termination, subject to the condition in Part 9(a) above.

(c) The COUNTY shall have the right to terminate this Agreement if performance is prevented by third-party litigation or any other event beyond the control of the COUNTY.

(d) The COUNTY shall have the right to transfer all or any part of the treatment or distribution facilities to others and to assign all or any part of its rights and obligations under this Agreement to others who shall be bound by and accept, and be exclusively responsible for all applicable terms and conditions of this Agreement.

10. EXCUSE FROM PERFORMANCE BY GOVERNMENTAL ACTS

If for any reason during the term of this Agreement, Local, State or Federal governments or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission and distribution systems or the application and use of reclaimed water, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

11. TRANSFER OR MODIFICATION OF USER'S COMMITMENT

Sale of Land: The USER'S right to sell, transfer or encumber the land described in Exhibit A shall not be restricted by this Agreement, except that immediate written notice of any proposed sale or transfer must be given to the COUNTY at the address noted in Section 20 herein, and the buyer or transferee must execute and deliver to the COUNTY prior to the sale or transfer, an acknowledgement and acceptance of the prior USER'S commitment under the same terms and conditions of this Agreement. In effect, this Agreement shall run with the land, and as such, shall be properly filed with the Property Records of Lee County, Florida.

12. INDEMNIFICATION

(a) The COUNTY will be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or

employee of the County while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be held to be liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised or amended from time to time.

(b) The obligation of the COUNTY to indemnify the USER to the extent provided by Section 768.28, Florida Statutes, shall be conditioned upon the compliance of the USER with all regulatory agency requirements and regulations for the use of the reclaimed water from the point of the USER'S control, provided that the noncompliance with the said regulations by the USER is the primary or proximate cause of the alleged injury, illness or disease to persons or to property.

(c) The USER shall save and hold harmless and indemnify COUNTY, its agents, representatives, servants and employees, insofar as it legally may from all claims costs, penalties, damages and expenses (including attorney's fees) arising out of the following:

1. Claims related to the USER'S construction, erection, location, operation, maintenance, repair, installation, replacement or removal of that part of the system controlled by the USER for efficient disposal and reuse;
2. Claims arising out of USER'S negligence or omissions upon any areas controlled by COUNTY that are contained within, adjoining or abutting USER'S property, or claims arising out of USER'S negligence or omissions within an area controlled, operated, or maintained by USER;
3. Claims or demands that the use of the reclaimed irrigation water by the USER in the manner set forth in this Agreement constitutes a nuisance, or is in violation of Statutes or regulations, within or upon any areas controlled, operated, or maintained by USER.

USER'S indemnification of the COUNTY in the above listed claims are subject to the terms and conditions contained in Paragraphs 7 and 8 of this Agreement.

13. RIGHT TO SET RATES, FEES AND CHARGES

Nothing in this Agreement shall be construed as affecting in any way COUNTY'S right and obligation to set fees, rates and charges, and its authority to regulate the delivery, storage, use, or spraying of effluent. COUNTY specifically, and without limitation, reserves the right to set rates, fees and charges for the provision of treated effluent in accordance with the authority vested in COUNTY and in accordance with the rules, regulations, and procedures prescribed for COUNTY under the Laws of Florida.

14. CHARGES AND RELATED CONSIDERATIONS

The COUNTY will charge the USER monthly for the number of gallons used at the current rate per 1,000 gallons. Payment shall be made to the COUNTY within 30 days following receipt of the bill.

15. ACCESS

The COUNTY shall have the right, at any reasonable time and upon written notice to the USER in advance, to enter upon the property of the USER to review and inspect the practices of the USER with respect to conditions agreed to herein, to include compliance with any and all Local, State and Federal regulatory agencies.

Such entry shall normally be for the purpose of review of the operation of reclaimed water irrigation

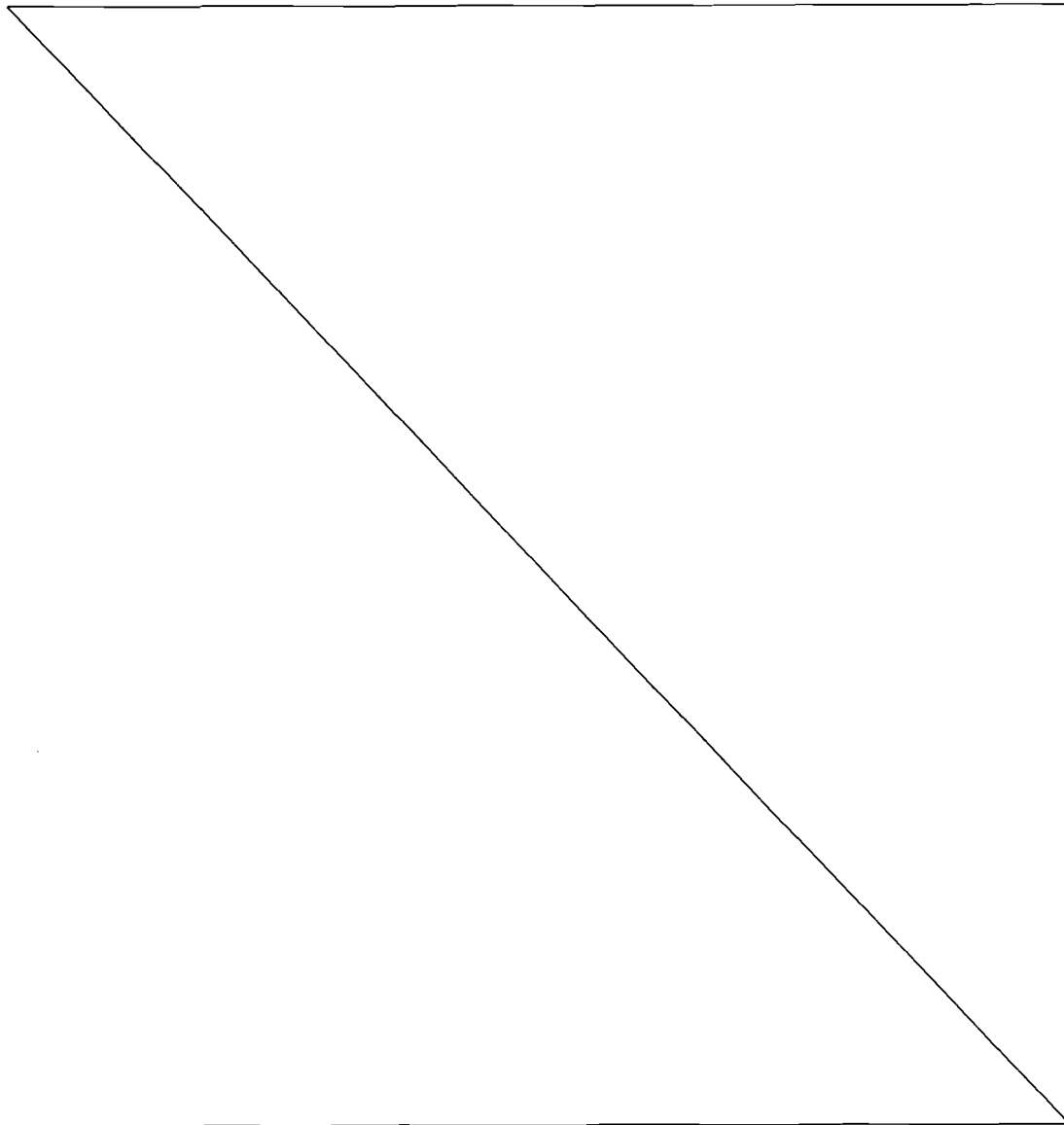
22. EXHIBITS AND ADDENDUMS

This Agreement incorporates the following exhibits and addendums which are specifically made a part of this Agreement:

- Exhibit A: Delivery and Use of Reclaimed Water Easement (Easement Not Required/Using Previously recorded Easement)
- Exhibit B: Contract Conditions between LEE COUNTY and

Nordic Investment Corp. an Illinois Corporation
(Villages of Pine Island)

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IN WITNESS WHEREOF, this AGREEMENT, with its attached Exhibits and/or Addendums, constitutes the entire Agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein. Modifications to and waivers of the provisions herein shall be made in writing by the parties hereto.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

WITNESS:

[Signature]
[1st Witness' Signature]

John N. Bruyer
[Type or Print Name]

[2nd Witness' Signature]

[Type or Print Name]

Robert Smejka
["User's" Signature]

Robert Smejka
[Type or Print Name]

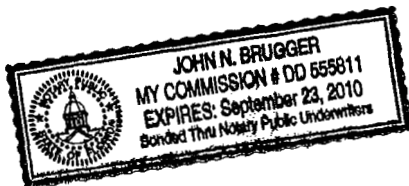
trustee
[Title]

STATE OF FLORIDA

COUNTY OF Collier

The foregoing instrument was signed and acknowledged before me this 11th day of December, 2006 by Robert B. Smejka who produced the following as identification _____ or is personally known to me, and who did/did not take an oath.

[Notary Seal]



[Signature]
[Signature of Notary]

[Typed or Printed Name]

The foregoing **AGREEMENT** was approved and accepted for and on behalf of Lee County, Florida, this 3rd day of April, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BY: Kathleen A. Metz
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA

BY: [Signature]
Chair



APPROVED AS TO FORM

BY: [Signature]
Office of the County Attorney

**EXHIBIT A
(FIGURE A-1)**

NORDIC INVESTMENT CORPORATION
(NAME OF ASSOCIATION)
(VILLAGES OF PINE ISLAND)

PUBLIC UTILITY EASEMENT (N/A)

(INSERT/ATTACH HERE, EASEMENT DESCRIPTION, AND SITE SKETCH WITH “POINT OF DELIVERY” AT METER STATION INDICATED WITHIN THE EASEMENT)

NOTE: **NO EASEMENT IS ATTACHED** FROM NORDIC INVESTMENT CORPORATION FOR VILLAGES OF PINE ISLAND BECAUSE THE POINT OF DELIVERY IS IN THE SAME EASEMENT PREVIOUSLY RECORDED ON 2-15-07 UNDER INSTRUMENT NO. 2007000052176, FOR THE WINDJAMMER POINT DEVELOPMENT-

(SEE ATTACHED SITE SKETCH SHOWING POINT OF DELIVERY)

EXHIBIT A
FIGURE A-1

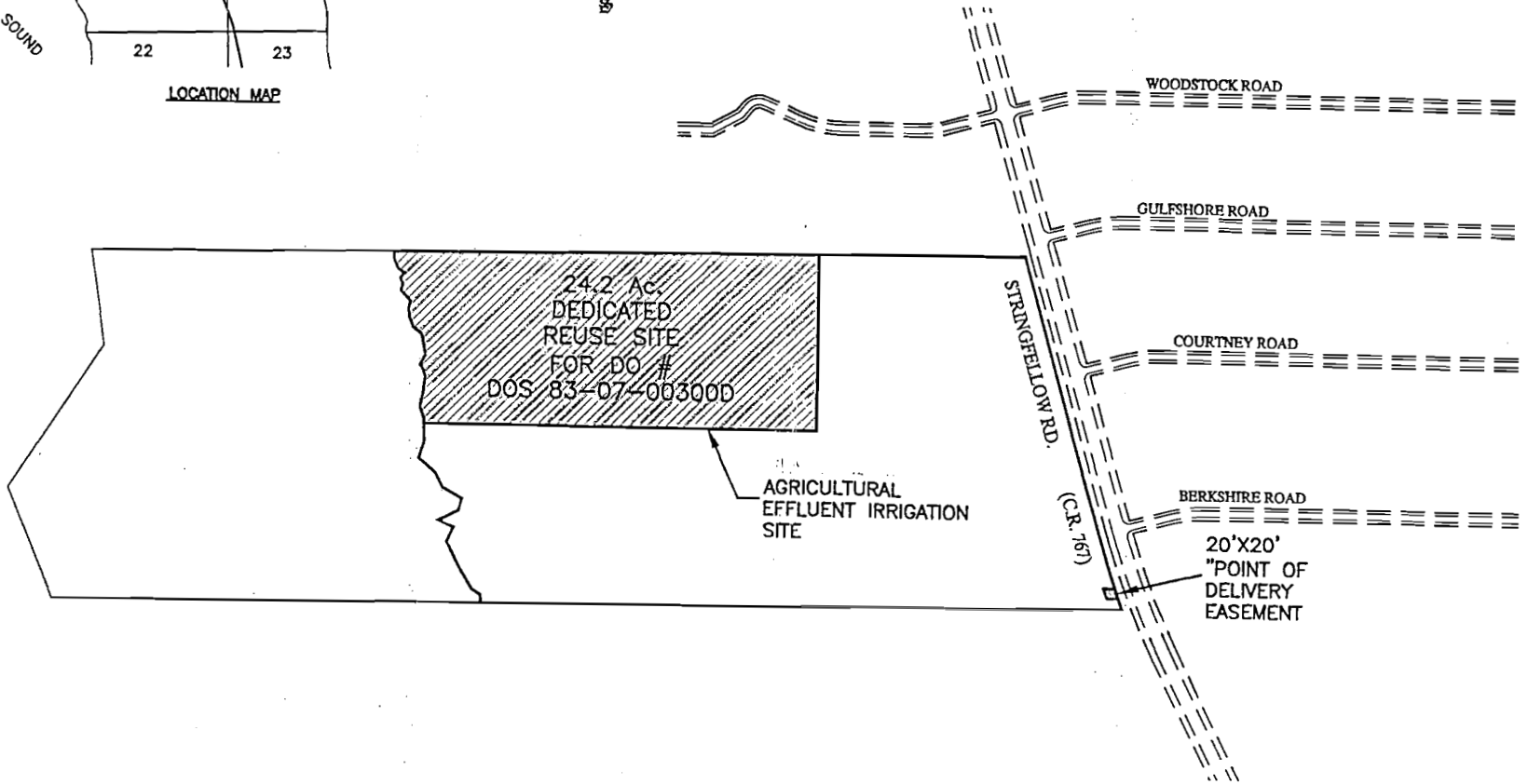
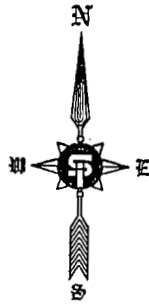
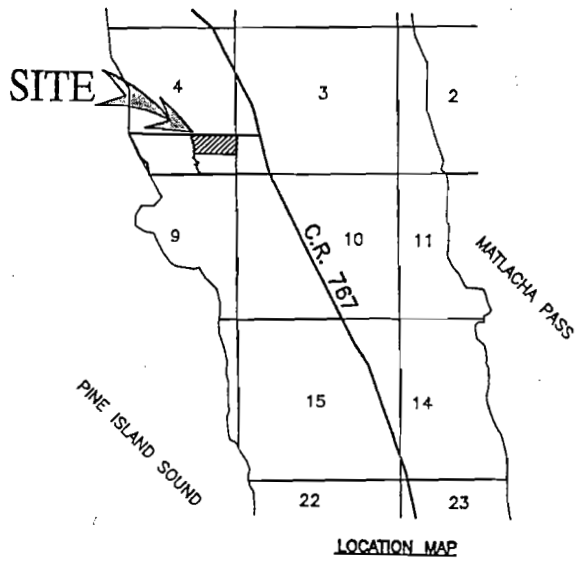
NORDIC INVESTMENT CORP., an Illinois Corporation
(NAME OF ASSOCIATION)

PUBLIC UTILITY EASEMENT

LEGAL DESCRIPTION OF POINT-OF-DELIVERY EASEMENT
(EASEMENT PREVIOUSLY RECORDED)

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 45 SOUTH, RANGE 22 EAST, AND RUNNING THENCE ALONG THE SOUTH LINE OF SECTION 3 N89°27'37"E FOR 784.66'; THENCE BY A CURVE TO THE RIGHT OF RADIUS 1942.86', AN ARC DISTANCE OF 21.29', SAID ARC BEING SUBTENDED BY A CHORD BEARING N20°34'41"W FOR 21.29' TO THE POINT OF BEGINNING; THENCE S89°27'37"W FOR 21.23'; THENCE N19°44'45" W FOR 21.18'; THENCE N89°27'37" E FOR 21.15' TO THE SOUTHWEST RIGHT OF WAY OF STRINGFELLOW ROAD; THENCE BY A CURVE TO THE LEFT OF RADIUS 1942.86', AN ARC DISTANCE OF 21.21', SAID ARC BEING SUBTENDED BY A CHORD BEARING S19°57'05" E FOR 21.21' TO THE POINT OF BEGINNING. CONTAINING 424 SQUARE FEET OR 0.01 ACRES +/-.

7/1/96



(VILLAGES OF PINE ISLAND)

SITE SKETCH
FIGURE A-1

EXHIBIT A



SOURCE, INC.
ENGINEERS - PLANNERS
Engineering Business #2627

**EXHIBIT A
(FIGURE A-2)**

Nordic Investment Corp. an Illinois Corporation
(NAME OF ASSOCIATION)

LEGAL DESCRIPTION OF PROPERTY TO BE SERVED:

(INSERT/ATTACH LEGAL DESCRIPTION HERE OF PROPERTY WHICH IS
SUBJECT TO IRRIGATION WITH RECLAIMED WATER)

EXHIBIT A
FIGURE A-2

NORDIC INVESTMENT CORP., an Illinois Corporation
(NAME OF ASSOCIATION)

LEGAL DESCRIPTION OF PROPERTY TO BE SERVED

DESCRIPTION:

AGRICULTURAL REUSE SITE FOR DOS83-07-00300D
SECTIONS 3 & 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST
PINE ISLAND, LEE COUNTY, FLORIDA

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 45 SOUTH, RANGE 22 EAST, AND RUNNING THENCE; N00°24'02" 1353.90'; THENCE S89°19'49" W 379.92' TO THE POINT OF BEGINNING; THENCE S00°34'34" E 652.03'; THENCE S89°25'26" W 1586.96'; THENCE N17°25'44" W 50.88'; THENCE N09°54'38" E 85.06'; THENCE N10°25'35" E 27.76'; THENCE N12°55'09" W 30.02'; THENCE N43°14'51" W 21.78'; THENCE N27°30'38" E 16.96'; THENCE N29°04'50" E 32.13'; THENCE N07°25'20" W 31.24'; THENCE N12°53'28" W 53.08'; THENCE N50°01'26" W 39.76'; THENCE N18°41'36" W 39.57'; THENCE N06°27'47" W 35.73'; THENCE N19°45'12" E 29.66'; THENCE N48°38'05" W 37.29'; THENCE N37°06'08" W 29.26'; THENCE N15°54'53" E 24.90'; THENCE N24°48'58" W 19.33'; THENCE N07°26'17" E 11.51'; THENCE N46°39'56" E 20.88'; THENCE N56°57'00" W 26.12'; THENCE N18°41'45" W 40.77'; THENCE N05°56'57" W 29.79'; THENCE N89°19'48" E 1688.09' TO THE POINT OF BEGINNING.

CONTAINING 24.2 ACRES +/-

7/1/96

EXHIBIT B
CONTRACT CONDITIONS BETWEEN
USER AND LEE COUNTY

THE FOLLOWING conditions are agreed to by Nordic Investment Corp. an Illinois Corporation, (hereinafter referred to as "USER"), and LEE COUNTY (hereinafter referred to as "COUNTY"), for the use of reclaimed effluent water. Conditions set forth in this Exhibit B are in accordance with the Agreement and are meant to meet the specific needs of the individual USER and the COUNTY.

All conditions of this Exhibit B are specifically added to and made part of this Agreement.

Location of Distribution Point and Property:

The distribution point (or Point of Delivery) to the meter station where the County is to deliver the reclaimed water shall be considered a point inside the easement shown in Figure A-1, of Exhibit A of the Agreement.

The property identified by the USER to receive reclaimed water is described in Exhibit A of the Agreement, and shown in Figure A-2 of Exhibit A of the Agreement.

Quantity of Reclaimed Water:

The COUNTY will deliver and the USER shall accept a monthly average flow of 0.110465 million gallons per day (MGD) reclaimed water. Availability of the reclaimed water shall be determined by the COUNTY based upon: flow into the treatment facility, quality of the reclaimed water, and/or priority level as established in the Agreement. The maximum rate available to the USER, pursuant to adverse conditions under Section 7 (b) will be twice the average daily flow rate of 0.110465 MGD, or 0.22093 MGD.

Operation and Maintenance Practices:

The USER will apply reclaimed water in accordance with all appropriate Local, State, and Federal rules and regulations.

Reclaimed water irrigation systems shall protect human health and the environment, which includes, but is not limited to, the following:

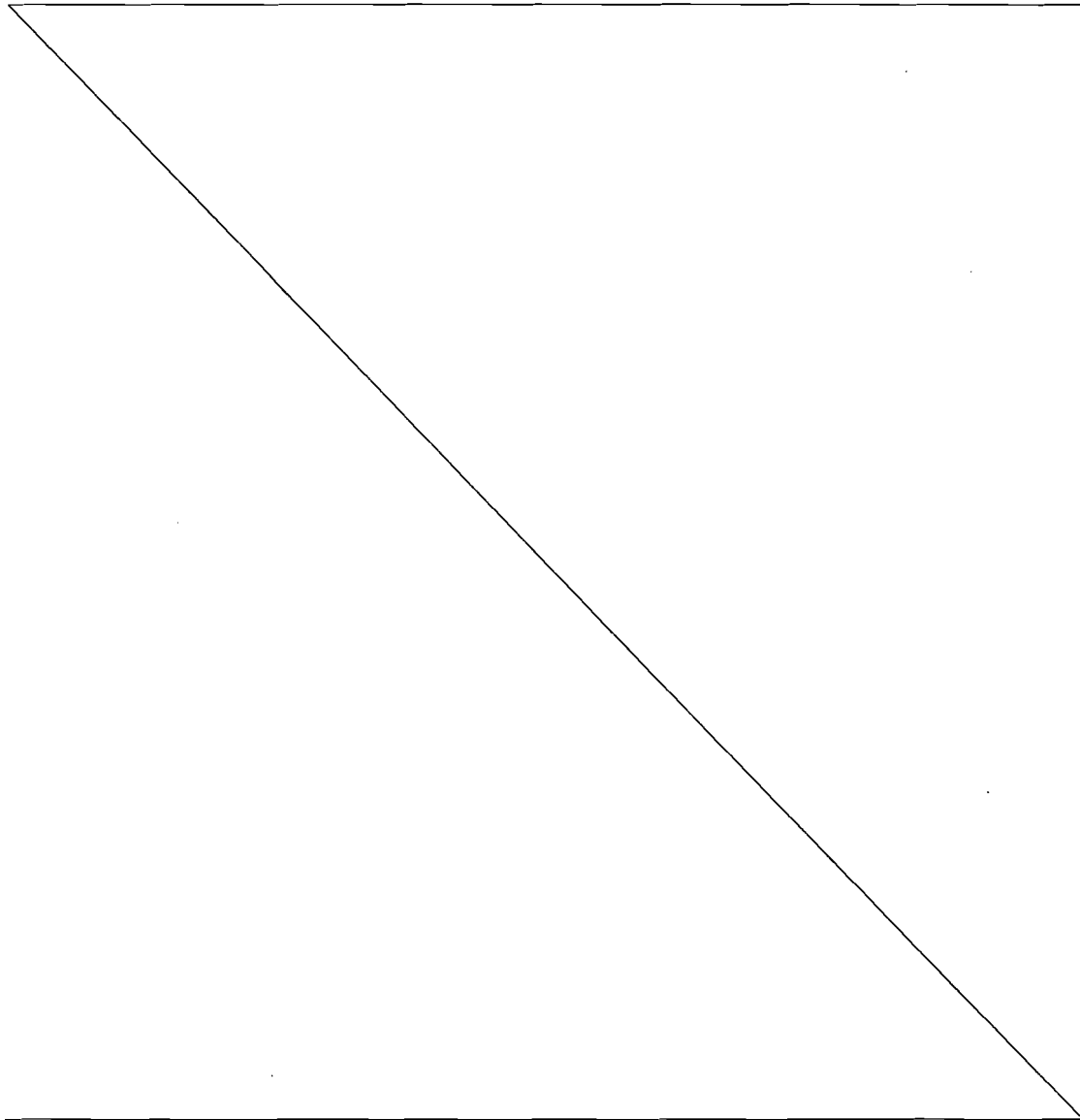
1. Appropriate warning signs shall be posted around the sites utilizing reclaimed water by the USER to designate the nature of the water and its non-potability.
2. The USER will also take all reasonable precautions, including signs and labeling, to clearly identify reclaimed water systems to prevent inadvertent human consumption.
3. The USER shall ensure that no inter-connections are made between the reclaimed water system and other water systems, which includes the installation of irrigation check valves on existing wells that are to remain connected to the irrigation system for reclaimed water.
4. A distance of 500 feet should be maintained between the periphery of the reclaimed water irrigation system application site and any existing or approved (but not yet constructed) shallow drinking water wells.
5. A distance of 1,000 feet shall be maintained between potable water wells and holding ponds which are incorporated into the irrigation system.

6. The USER shall give approval to the COUNTY to conduct soil borings and locate monitoring wells at the perimeter of the property in areas agreeable to the USER so as not to interfere with USER'S operations. These monitoring wells shall be installed and sampled at periodic intervals by the COUNTY at the COUNTY'S expense.

COST ALLOCATION

All costs for operating and maintaining the USER'S irrigation distribution system shall be exclusively paid by the USER.

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**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20070092-UTL

1. ACTION REQUESTED/PURPOSE:

Authorize Chair, on behalf of the BOCC, to execute and approve recording of the "Agreement for the Delivery and Use of Reclaimed Effluent Water" between Lee County and Nordic Investment Corp. to serve the Villages of Pine Island development. The property is located on Stringfellow Road between Pine Island Center and Saint James City.

2. FUNDING SOURCE:

No funds required.

3. WHAT ACTION ACCOMPLISHES:

Provides for beneficial reuse of treated effluent from the Pine Island Wastewater Treatment Plant.

4. MANAGEMENT RECOMMENDATION: Approval.

5. Departmental Category: 10 - Utilities **CIDA** **6. Meeting Date:** APR 03 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify)		9. Request Initiated:
	<input type="checkbox"/> Statute	<input type="checkbox"/> Ordinance	Commissioner
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/> Other	Department <u>Pub. Works</u>
	<input checked="" type="checkbox"/> Approval		Division <u>Utilities</u>
			By: <u>Douglas L. Meurer</u> 3-20-2007 Douglas L. Meurer, P.E., Director

10. Background:

Nordic Investment Corp. desires reclaimed water from Lee County's Pine Island Wastewater Treatment Plant and has agreed to receive reclaimed water, which will provide for disposal capacity at the Pine Island Wastewater Treatment Plant.

No Easement is included in this Agreement as Villages of Pine Island will be using the same reuse meter station in the same easement as the Windjammer Point development, previously recorded 2-15-07 under Instrument No. 2007000052176.

Funds are available for document recording fees in:

Account No. OD5360748700.504930
(Util-Util Eng-Dep Clerk Fees for Recording & Filing)

Attachments: Project Location Map
Effluent Reuse Agreement (w/o Easement) – 1 Original

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Res.	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>G. Lavender</u> Date: 3-21-07	N/A Date:	N/A Date:	<u>KPW</u> Date: 3/21/07	<u>Andrew Paver</u> S/Cooper Date: 3/21/07	<u>RK</u> 3/21	<u>MR</u> 3/21/07	<u>M</u> 3/21/07	<u>3-21-07</u>	<u>G. Lavender</u> Date: 3-21-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN: lf
3/21/07
3:30pm
COUNTY ADMIN
FORWARDED TO:

Rec. by CoAtty
Date: 3/21/07
Time: 3:30PM

Noted for
3:30pm
3/21/07

SWFRPC Resolution #2007-05

Wastewater Package Plant Resolution

Plants with Less than 100,000GPD Capacity

Southwest Florida Regional Planning Council

A RESOLUTION SUPPORTING THE REDUCTION AND ELIMINATION OF SURFACE WATER DISCHARGES FROM SMALL WASTEWATER TREATMENT FACILITIES, PROVIDING RECOMMENDED EXEMPTIONS;

WHEREAS, Southwest Florida is a region where the water quality of the bays, estuaries, rivers, lakes wetlands, bayous and the Gulf of Mexico is critical to the region's environmental, economic, and recreational prosperity and to the health, safety and welfare of the citizens of this region, and

WHEREAS, recent increased frequency and duration of red tide blooms and increased accumulation of red drift algae on local beaches and other algae and water related problems have heightened community concerns about water quality and cultural eutrophication of surrounding waters; and

WHEREAS, this resolution is part of a multi-pronged effort by the Southwest Florida Regional Planning council to reduce nutrient leaching and runoff problems by actions including, but not limited to, stormwater management, water conservation, septic systems, central sewage treatment, public education, restoration of surface and groundwater levels, and regional drainage of native habitats; and

WHEREAS, nutrients are essential elements for plant growth and are constituents in treated wastewater effluent; and

WHEREAS, nutrients from treated wastewater effluent can contribute to nitrogen and phosphorus loading within Southwest Florida's water resources;

NOW, THEREFORE, BE IT RESOLVED by the Southwest Florida Regional Planning council that the following provisions are recommended to local government jurisdictions in Southwest Florida as a basis for reducing and eliminating discharges of treated wastewater effluent nutrient constituents to open waters and to areas with groundwater transport of constituents of nutrients to open waters or conveyance to same.

SECTION 1: PURPOSE AND INTENT

- A. The Southwest Florida Regional Planning council declares its support for the reasonable regulation and control of surface water and adjacent area discharges of treated wastewater effluent containing nitrogen and phosphorus and hereby provides specific guidance for treatment and disposal of its disposal in order to minimize the negative environmental effects said discharges have in and on Southwest Florida lakes, canals, estuaries, interior wetlands, rivers and near shore waters of the Gulf of Mexico. Collectively these water bodies are a natural asset, which are critical to the environmental, recreational, cultural and economic well being of this region and the surrounding areas and contribute to the general health and welfare of the public. Recent red tide blooms, accumulation of red drift algae on local beaches, and the freshwater releases from Lake Okeechobee via the Caloosahatchee River have heightened community concerns about water quality and eutrophication of estuary, bay, river and coastal waters. Reduction of nutrients within the treated wastewater stream and or reduction of the stream itself into water bodies and adjacent areas affected by groundwater transport are a crucial step towards improving and maintaining water and habitat quality.
- B. The purpose of this Resolution is to provide specific recommendations and guidelines to be considered by local government jurisdictions in Southwest Florida for the regulation and control of treated wastewater discharges containing nitrogen and/or phosphorus.

SECTION 2: RECOMMENDED DEFINITIONS

The following are the minimum recommended definitions and the words; terms and phrases when used in this Resolution shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

AA residuals - "Class AA residuals" means Class A residuals that meet all the requirements of Rule 62-640.850, F.A.C. § 62-640.200(9), F.A.C.

Advanced Wastewater Treatment (AWT) - Advanced Wastewater Treatment (AWT) means treatment of Domestic Wastewater to achieve an effluent after disinfection containing not more than are 5 mg/l Biochemical Oxygen Demand (BOD), 5 mg/l of Total Suspended Solids (TSS), 3 mg/l Total Nitrogen, and 1 mg/l Total Phosphorus. § 403.086(4), F.S.

Application Site - "Application site" means a property (such as a farm, a ranch or a mining property) where residuals are applied to land. Application sites are identified as either agricultural sites or reclamation sites. § 62-640.200(5)

Department – "Department" means the Florida Department of Environmental Protection.

Disposal System - "Disposal system" means injection wells, effluent outfalls, subsurface drain systems, and other facilities utilized for the release of effluents into the environment. § 62-600.200(22), F.A.C.

Domestic Wastewater - "Domestic wastewater" means wastewater derived principally from dwellings, business buildings, institutions, and the like; sanitary wastewater; sewage. Where wastewater from sources other than typical domestic sources (e.g., industrial sources) is combined and treated with wastes from

domestic sources, the determination of whether or not the wastewater treatment plant is designated as “domestic” shall be made by the Department considering any or all of the following: residuals classification; whether wastewaters have been pretreated or contain constituents within 50-150%, by concentration, of typical domestic wastewater; and whether the permittee, when not required to provide more stringent or otherwise specific levels of treatment, can provide assurance of facility compliance with domestic wastewater treatment standards contained in Chapter 62-600, F.A.C. § 62-600.200(25), F.A.C.

Effluent - “Effluent”, unless specifically stated otherwise, means water that is not reused after flowing out of any wastewater treatment facility or other works used for the purpose of treating, stabilizing, or holding wastes. § 62-600.200(27), F.A.C.

Effluent Limitation - “Effluent limitation” means any restriction established by the Department on quantities, rates, or concentrations of chemical, physical, biological, or other constituents which are discharged from sources into waters of the State. § 62-600.200(28), F.A.C.

Holding Pond - “Holding pond” means a storage tank or artificial impoundment or pond constructed above, on, below, or partly below the ground surface that is designed and maintained to store a specific volume of fluid and minimize fluid losses other than those primarily occurring by evaporation; generally, holding ponds are not intended to provide a mechanism for pollutant reduction. When used in conjunction with rapid-rate land application systems or other systems described in Chapter 62-610, F.A.C., holding ponds can also provide a mechanism to accomplish nitrogen reduction. § 62-600.200(36), F.A.C.

Loading Capacity - “Loading capacity” is the greatest amount of a pollutant loading (in terms of mass per time or mass per volume) that a water body can receive without violating water quality standards. Such loading shall be established at a level necessary to implement the applicable water quality standards with a margin of safety which takes into account any lack of knowledge concerning the relationship between effluent limitations and water quality. § 62-600.200(40), F.A.C.

Nitrate - “Nitrate (NO₃)” means the nitrogen content present in water or wastewater attributable to the nitrate (NO₃) ion and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(53), F.A.C.

Nitrite - “Nitrite (NO₂)” means the nitrogen content present in water or wastewater attributable to the nitrite (NO₂) ion and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(54), F.A.C.

Total Ammonia - “Total ammonia” means the sum of nitrogen content present as un-ionized ammonia (NH₃) and the nitrogen content present as ammonium (NH₄⁺) and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(77), F.A.C.

Land Application - “Land application” means the reuse of reclaimed water or the disposal of effluent on, above, or into the surface of the ground through spray irrigation, other irrigation techniques, rapid-rate systems, absorption fields, overland flow systems, or other methods. § 62-600.200(39), F.A.C.

Ocean Outfall - “Ocean outfall” means the outlet or structure through which effluent is finally discharged to the marine environment which includes the territorial sea, contiguous zone and the ocean. § 62-600.200(55), F.A.C.

Outfall - “Outfall” means the outlet or structure through which effluent is finally discharged to receiving water. § 62-600.200(58), F.A.C.

Percolation Pond - “Percolation pond” means an artificial impoundment similar to a holding pond for which the design and operation provides for fluid losses through percolation/seepage in addition to evaporative losses. § 62-610.200(38), F.A.C.

Pollution - "Pollution" means the presence in the outdoor atmosphere or waters of the state of any substances, contaminants, noise, or man-made or man-induced alteration of the chemical, physical, biological, or radiological integrity of air or water in quantities or levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, including outdoor recreation. § 62-600.200(65), F.A.C.

Reclaimed Water - "Reclaimed water" means water that has received at least secondary treatment and is reused after flowing out of a wastewater treatment facility. § 62-600.200(67), F.A.C.

Residuals - "Residuals" or "domestic wastewater residuals" means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility. Not included is the treated effluent or reclaimed water from a domestic wastewater treatment plant. Also not included are solids removed from pump stations and lift stations, screenings and grit removed from the preliminary treatment components of domestic wastewater treatment facilities, other solids as defined in Rule 62-640.200(24), F.A.C., and ash generated during the incineration of residuals. § 62-640.200(31), F.A.C.

Reuse - "Reuse" means the deliberate application of reclaimed water, in compliance with Department and District rules, for a beneficial purpose. § 62-600.200(68), F.A.C.

(a) Where appropriate, said uses may encompass:

1. Landscape irrigation (such as irrigation of golf courses, cemeteries, highway medians, parks, playgrounds, school yards, retail nurseries and residential properties);
2. Agricultural irrigation (such as irrigation of food, fiber, fodder and seed crops, wholesale nurseries, sod farms, and pastures);
3. Aesthetic uses (such as decorative ponds and fountains);
4. Ground water recharge (such as slow-rate, rapid-rate, and absorption field land application systems) but not including disposal methods described in paragraph (b), below;
5. Industrial uses (such as cooling water, process water, and wash waters);
6. Environmental enhancement of surface waters resulting from discharge of reclaimed water having received at least advanced wastewater treatment or from discharge of reclaimed water for wetlands restoration;
7. Fire protection; or
8. Other useful purpose.

(b) Overland flow land application systems, rapid-rate land application systems providing continuous loading to a single percolation cell, other land application systems involving less than secondary treatment prior to application, septic tanks, and ground water disposal systems using Class I wells injecting effluent or wastes into Class G-IV waters shall be excluded from the definition of reuse.

Secondary Treatment - "Secondary Treatment" means treatment of Domestic Wastewater to achieve an effluent after disinfection containing not more than 20 mg/L CBOD₅ and 20 mg/L TSS, or 90% removal of each of these pollutants from the wastewater influent, whichever is more stringent. These facilities shall be subject to provisions of Rule 62-600.110, F.A.C., regarding the applicability of the above requirements, and Rules 62-600.440, 62-600.445 and 62-600.740, F.A.C., regarding compliance with these requirements. Appropriate disinfection and pH control of effluents is also required. § 62-600.200(69), F.A.C.

Treatment - "Treatment" means any method, technique, or process which changes the physical, chemical, or biological character or composition of wastewater and thereby reduces its potential for polluting waters of the state. § 62-600.200(85), F.A.C.

Total Kjeldahl Nitrogen - "Total Kjeldahl nitrogen (TKN)" means the sum of free ammonia and organic nitrogen compounds in water or wastewater and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(80), F.A.C.

Total Nitrogen - "Total nitrogen (TN)" means the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite present in water or wastewater and expressed as elemental nitrogen, N, as determined using approved methods. § 62-600.200(81), F.A.C.

Total Phosphorus - “Total phosphorus (TP)” means the total phosphate content of water or wastewater including all of the orthophosphates and condensed phosphates, both soluble and insoluble, and organic and inorganic species and expressed as elemental phosphorus, P, as determined using approved methods. § 62-600.200(83), F.A.C.

Underground injection - “Underground injection” means effluent disposal or reuse by well injection into underground geologic formations. § 62-600.200(91), F.A.C.

Wastewater treatment facility - “Wastewater facility” or “facility” means any facility which discharges wastes into waters of the State or which can reasonably be expected to be a source of water pollution and includes any or all of the following: the collection and transmission system, the wastewater treatment works, the reuse or disposal system, and the residuals management facility. § 62-600.200(96), F.A.C.

Water Quality-Based Effluent Limitations (WQBELs). – “Water Quality-Based Effluent Limitations (WQBELs)” means an effluent limitation, which may be more stringent than a technology-based effluent limitation, that has been determined necessary by the Department to ensure that water quality standards in a receiving body of water will not be violated. § 62-600.200(99), F.A.C.

SECTION 3: RECOMMENDATIONS RELATING TO REDUCTION OF NUTRIENT LEVELS AND VOLUME OF THE DISCHARGE OF TREATED EFFLUENT TO OPEN WATERS.

Municipal wastewater treatment facilities represent many advantages over package plants: 24-hour supervision, secondary and tertiary treatment levels, consistency, and varied disposal methods. Enhanced effluent monitoring capacity allows for greater environmental compliance.

Existing Standards provides that type III domestic wastewater facilities are required, at a minimum, to provide Secondary Treatment of wastewater. Secondary Standard Requirements are dependent upon disposal type (see attachment #1), but absolute minimum standards are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5

Standards can be significantly higher, as in the Florida Keys 2010 requirements: Any new type III facilities located in the Monroe County are required to meet Best Available Technology (BAT) standards and all type III facilities must meet BAT standards by July 2010. The BAT requirements are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	10	12.5	15	20
BOD (mg/l)	10	12.5	15	20
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)	10	12.5	15	20
Total Phosphorus (mg/l)	1	1.25	1.50	2.0

Type III facilities discharge effluent to ground surface, percolation ponds, and shallow wells. Nutrient loading can exceed the assimilative capacity for soil types commonly found on barrier islands, bay islands, sand islands, pass islands or the like.

Treatment shall be provided such that effluent limitations are met prior to disinfection (paragraph 62-600.440(5) (e), F.A.C., shall be achieved before disinfection regardless of the actual reclaimed water or effluent compliance monitoring location).

Package plants are generally located near the back of the development they serve, often bordering wetlands. The collection system lines are typically gravity flow oriented towards the plant. This development profile increases costs for the residents of the development when central wastewater collection lines become available at the entry to the development.

In addition, there have been instances where the collection system and plant ownership has in itself caused issues in later conversion to a municipal facility.

RECOMMENDATIONS

- A. No new package plants should be permitted on Barrier Islands, Bay Islands, Sound Islands, Pass Islands or the like
- B. No new package plants should be permitted on the mainland unless there is no available connection to a centralized sewer system. In the event that a new package plant is constructed it shall meet Best Available Technology (BAT) Standards.

- C. When centralized wastewater collection systems are in or come into contact with package plants, the package plant service area will hook up to the Central Wastewater Treatment System.
- D. Existing package plants within the service area of an existing Central Wastewater Treatment System will hook up to that Central Wastewater Treatment System.
- E. Where existing package plants are not within or adjacent to a central wastewater treatment system, substandard plants will be replaced or improved to Best Available Technology (BAT) Standards with no discharge to surface waters.
- F. Post development ownership of collection systems shall be passed to the homeowners in a given service area. Developers shall be held liable for engineering and construction shortfalls of these systems, up until the point of this transfer.
- G. Ownership of collection systems shall be passed to the Utility upon the hook up of the system to the Utilities centralized sewer. The homeowners shall be held liable for maintenance of these systems up until the point of this transfer.
- H. New facilities will be constructed in such a way as to minimize the cost and logistical problems for later hook-ups to centralized systems at such time as this option becomes available. New developments will run dry pipe for force main from the main lift station to the service front, or locate the treatment plant at the service front of the development.
- I. New facilities and modifications of existing facilities shall be designed to achieve an effluent prior to disinfection containing not more than 20 mg/L CBOD5 and 20 mg/L TSS (single sample parameter), or 90% removal of each of these pollutants from the wastewater influent, whichever is more stringent. All facilities shall be operated to achieve, at a minimum, the specified effluent limitations (20 mg/L). All facilities shall be subject to provisions of Rule 62-600.110, F.A.C., regarding the applicability of the above requirements, and Rules 62-600.440, 62-600.445 and 62-600.740, F.A.C., regarding compliance with these requirements. Appropriate disinfection and pH control of effluents shall also be required.

Attachment #1

Existing Standards provides that type III domestic wastewater facilities are required, at a minimum, to provide secondary treatment and basic disinfection. Secondary standards are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5

The following adjustments are made to the above regulations based on disposal type.

Absorption fields/Drain fields

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)*				5
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)*				12

Percolation Ponds

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	20	30	45	60
BOD (mg/l)	20	30	45	60
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)*				12

*adjustments made from Secondary Standards

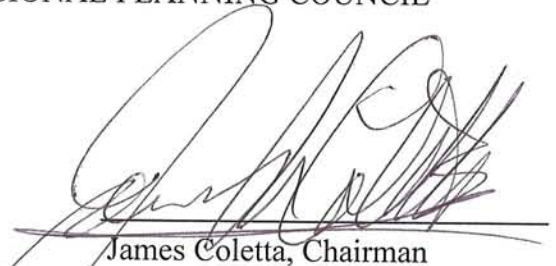
Existing Type III facilities located in the Monroe County discharging via Class V injection wells are required to meet secondary standards and basic disinfection requirements. Any new type III facilities are required to meet Best Available Technology

(BAT) standards and all type III facilities must meet BAT standards by July 2010. The BAT requirements are as follows:

Parameter	Annual Average	Monthly Average	Weekly Average	Single Sample Max.
TSS (mg/l)	10	12.5	15	20
BOD (mg/l)	10	12.5	15	20
Basic Disinfection (mg/l)				0.5
Total Nitrogen (mg/l)	10	12.5	15	20
Total Phosphorus (mg/l)	1	1.25	1.50	2.0

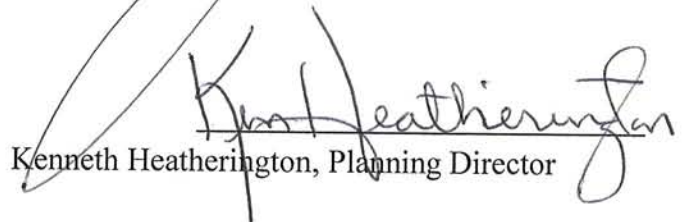
PASSED AND DULY ADOPTED BY THE SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL this 18th day of October, 2007.

SOUTHWEST FLORIDA REGIONAL PLANNING COUNCIL



James Coletta, Chairman

ATTEST:

Kenneth Heatherington, Planning Director