December [●], 2022

Comprehensive Agreement

for the Prospect Lake Clean Water Center in Fort Lauderdale, Florida

between

Prospect Lake Water, L.P. in its capacity as the Project Company,

Prospect Lake Holdings, L.P. and IDE PLCWC, Inc. in their capacity as Equity Providers

and

The City of Fort Lauderdale

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This Comprehensive Agreement (this "**Agreement**") is entered into this ____ day of December, 2022 by and between the CITY OF FORT LAUDERDALE, FLORIDA, a Florida municipal corporation (the "**City**"), PROSPECT LAKE WATER, L.P., a limited partnership formed under the laws of the State of Delaware (the "**Project Company**"), and PROSPECT LAKE HOLDINGS, L.P. and IDE PLCWC, INC. (each, an "**Equity Provider**" and collectively the "**Equity Providers**" and together with the City and the Project Company, the "**Parties**" and each a "**Party**"), pursuant to Section 255.065(7), Florida Statutes.

WITNESSETH:

WHEREAS on December 21, 2020, the City received the Unsolicited Proposal from Affiliates of the Project Company pursuant to Section 255.065(3), Florida Statutes, to design, construct, operate and maintain an advanced water treatment facility known as the Prospect Lake Clean Water Center (the "**Project**"):

WHEREAS, pursuant to Resolution No. 21-108, the City Commission, at its meeting of June 1, 2021, determined that the Unsolicited Proposal serves a public purpose as a water treatment plant to produce clean drinking water which will be consumed by the public at large and, as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes;

WHEREAS, the City Commission, at its meeting of March 1, 2022, selected the Unsolicited Proposal as the preferred and first ranked proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the City to commence negotiation of a comprehensive agreement with the Project Company in respect of the Project;

WHEREAS, on May 16, 2022, the City, Ridgewood and IDE entered into an Interim Agreement (the "**Interim Agreement**") regarding access to the Site prior to execution of this Agreement; and

WHEREAS, the City Commission, at its meeting of December [●], 2022, adopted Resolution No. [●] authorizing the execution and delivery of this Agreement by the City.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01 Definitions.

Definitions used in this Agreement have the meanings specified in Annex A (*Definitions*).

Section 1.02 Interpretation. Unless the context clearly requires otherwise:

- (a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (b) Whenever the context may require, any pronouns shall include the corresponding masculine, feminine, and neuter terms;
- (c) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (d) The verb "will" shall be construed to have the same meaning and effect as the verb "shall";

- (e) Any definition of or in reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
- (f) Any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person's successors and assigns or such Person's successors in such capacity, as the case may be;
- (g) The words "herein," "hereunder," "hereof" and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;
- (h) All references herein to Sections, Parts, and Annexes shall be construed to refer to Sections, Parts, and Annexes of this Agreement. The Annexes to this Agreement are an integral part hereof. The provisions of this Agreement shall prevail over the provisions of the Annexes to the extent of any inconsistency; and
- (i) References to this Agreement or to any other agreement or document relating to the Project shall include a reference to this Agreement, or, as the case may be, such other agreement or document as amended from time to time.

Section 1.03 <u>Headings</u>.

The captions of the articles, sections and subsections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

ARTICLE II

TERM

Section 2.01 <u>Effective Date and Term.</u>

- (a) <u>Effective Date</u>. This Agreement shall be in full force and effect, and shall be binding upon the Parties, as of the date of signature hereof by all Parties hereto ("**Effective Date**"), and is specifically intended to comply with the provisions of Section 8.17 of the City Charter. The Parties acknowledge that, as of the Effective Date, (i) the City and the O&M Contractor have entered into the Labor Services Agreement and such agreement is in full force and effect and (ii) the City has delivered to the Project Company a legal opinion of its external counsel Nabors, Giblin & Nickerson, P.A. in the form attached hereto as <u>Annex R</u> (*Form of Legal Opinion of Nabors, Giblin & Nickerson, P.A.*).
- (b) <u>Term.</u> The term of this Agreement ("**Term**") shall commence on the Effective Date and shall continue to the Termination Date.
- Company shall deliver written notice to the City confirming that the Project Company has obtained (i) the Project Company Required Insurance that is required to be in effect for the DB Period in accordance with Annex K (*Required Insurance*) and Section 9.01(a) (*Required Insurance Policies and Coverage*) as of the Conditions Subsequent Date and (ii) the payment and performance bonds from the DB Contractor in accordance with Section 4.06(b) (*DB Performance Security*). Such written notice shall attach certificates of insurance evidencing that the provisions of Annex K (*Required Insurance*) have been complied with in full in connection with such Project Company Required Insurance and evidence (which may be in the form of a letter from the applicable insurance broker) that the relevant premiums for such Project Company Required Insurance have either been paid or reasonable arrangements for payment of such premiums have

been made, as well as copies of the DB Contractor's payment and performance bonds demonstrating that such bonds satisfy the requirements of <u>Section 4.06(b)</u> (*DB Performance Security*).

ARTICLE III

SITE

Section 3.01 Description of Site; Ownership; Rate Setting.

- (a) The City hereby represents and warrants that:
- (i) A true, correct and complete description of the Site is attached hereto as Annex E-1 (*Site Description*).
- (ii) (A) the Site is available for the purposes of this Agreement and (B) the City has good and valid title to the Site, free and clear of all Liens other than Permitted Liens, sufficient in all respects to grant to the Project Company-Related Entities the Right to Utilize the Site under this Agreement, subject only to the terms and conditions of this Agreement.
- (b) Notwithstanding anything else in this Agreement, the City shall retain legal ownership of the Site and the Project throughout the Term. The Site and the Project shall constitute a part of the System as defined in and for purposes of the Bond Resolution, and the City shall retain all rights to set rates with respect to customers of the System as contemplated by Section 8.16 of the City Charter.

Section 3.02 License to Use the Site.

- (a) The City hereby grants the Project Company-Related Entities, effective as of the Effective Date, and agrees that thereafter throughout the Term the Project Company-Related Entities shall enjoy, the Right to Utilize the Site, subject to the terms and conditions of this Agreement, and free and clear of all Liens other than Permitted Liens. The Parties agree that the Right to Utilize the Site is granted in consideration for the terms and conditions of this Agreement, and no other fee, payment, tax, or other consideration is or shall be necessary to maintain the Right to Utilize the Site throughout the Term. Except as expressly set forth in this Agreement, the foregoing right and license is exclusive to the Project Company-Related Entities and irrevocable by the City during the Term.
- (b) The City shall ensure that, as of the Conditions Subsequent Date, the Site is in a condition so that the Project Company-Related Entities are able to commence promptly and thereafter continue the DB Work. Prior to the Commercial Operation Date, the City shall ensure access to the Site via the roads and access points existing on the Effective Date. The Project Company shall implement the roadway access improvements that constitute part of the DB Work as specified in Annex M (Design Requirements and Construction Standards). Following the Commercial Operation Date, the City shall ensure access to the Site via roads and access points appropriate for the number and type of vehicles and equipment to be used at the Site consistent with the Site Access Plan and such roadway access improvements implemented by the Project Company. Throughout the Term, the City shall ensure that such access is continued uninterrupted. The City shall respond promptly to any notification from a Project Company-Related Entity that access to the Site has been interrupted in any manner (any such interruption being an "Interruption Event") and cause the source of such Interruption Event to be removed or eliminated.
- (c) The City agrees that the Project Company-Related Entities, subject to the terms and conditions of this Agreement, shall be entitled to undisturbed use and access to, and shall have the right of quiet and peaceful enjoyment of, the entire Site throughout the Term free of any act or acts of the City or anyone claiming by, through or under the City, except as expressly agreed upon in this Agreement. The City shall, at all times during the Term, defend (a) the City's title in the Site and (b) the Right to Utilize the

Site granted by the City hereunder, or any portion thereof, in each case, against any Person claiming any fee, leasehold or other interest adverse to the City or the Project Company in the Site, or any portion thereof, as applicable, except where such adverse interest arises as a result of the act or omission by the Project Company or any other Project Company-Related Entity in breach of the provisions of this Agreement or the negligence, willful misconduct or violation of Applicable Law by the Project Company or any other Project Company-Related Entity in any material respect.

- (d) The Project Company-Related Entities shall not use the Site for any purpose other than in furtherance of the Right to Utilize the Site and otherwise for the purposes of carrying out its obligations under this Agreement and the Key Contracts to which it is a party with respect to the Project.
- (e) Following the grant by the City of the Right to Utilize the Site in accordance with subsection (a) above and subject to the City's obligations under subsection (b) above, the Project Company shall have the sole responsibility for the Site and the ongoing maintenance thereof (including cleaning and securing the Site and, to the extent necessary, moving or removing any construction thereon) (in each case, other than with respect to the City facilities identified on Annex E-1 (Site Description) as "City Facilities"), subject to the terms and conditions of this Agreement, including the right of the City to conduct Oversight and the City's right, if the City reasonably expects an emergency to be imminent that threatens human life or safety, to reasonably access the Project Site to mitigate any such emergency. Any costs and expenses incurred by the Project Company in relation to such responsibilities for the Site shall be borne by the Project Company.
- (f) Notwithstanding the foregoing, on the date when Final Acceptance is achieved, the Project Company shall be deemed to have relinquished the Right to Utilize the Site in connection with the Construction Access and Laydown Areas, and such Construction Access and Laydown Areas shall cease to constitute part of the Site for all purposes of this Agreement (other than with respect to any areas subject to a Required Access Right pursuant to Section 3.06 (License to Use)).

Section 3.03 Taxes.

- (a) Except as provided in subsection (c) below, the City agrees that it shall not impose, and shall not assert that the Project Company is required to pay, any Taxes with respect to the Project or the Site, including:
 - (i) any property Tax on the Project or the Site;
 - (ii) any Tax on or related to Feedstock Water or Product Water;
 - (iii) any possessory interest or similar Tax imposed with respect to the Project;

and

- (iv) any Tax with respect to selling water to the City.
- (b) The Project Company agrees not to claim depreciation or other Tax ownership of the Project or the Site.
- (c) The Project Company shall be required to pay certain Taxes imposed in connection with the construction or operation of the Project in accordance with Applicable Law, including any sales or use tax imposed on building materials incorporated in the Project, operating or maintenance supplies and services, whether any such Tax exists on the Effective Date or is imposed at any time during the Term. For the avoidance of doubt, the Project Company shall not pay any Taxes associated with Chemicals or electricity provided by the City pursuant to Section 14.03 (Coordination and Payment of Electricity and Chemical Supply), which Taxes, if any, shall be paid by the City.

(d) Except as described above, there shall be no adjustment of the Availability Payment, and no relief from any obligation of the Project Company hereunder on account of (i) any ability of the Project Company to fully utilize any income tax credits which may have been assumed on account of the transactions contemplated hereby or (ii) any application of or change in accounting standards to the transactions contemplated hereby which may be inconsistent with the accounting standards or application thereof which may have been assumed by the Project Company in connection with such transactions.

Section 3.04 Site Conditions.

- (a) If the Project Company encounters any Archeological Remains prior to or following commencement of the Work, other than Excluded Site Conditions, the Project Company shall notify the City as soon as practicable. The Project Company shall then follow the reasonable directions of the City in relation to the activities to be taken in response to the discovery of such Archeological Remains, subject to the Project Company's rights under Article X (Relief Events), and if so directed shall allow the City to enter the relevant part of the Site for purposes of such response.
- (b) If either Party discovers any Environmental Condition prior to or following commencement of the Work, such Party shall notify the other Party as soon as practicable. The Project Company shall then carry out all Work related to removal, remediation and clean-up of Environmental Conditions in accordance with the provisions of this Agreement and the Project Requirements, subject to the Project Company's rights under Article X (Relief Events) in connection with Third Party Environmental Conditions. Neither the Project Company nor the DB Contractor shall be deemed to be the generator of any Hazardous Material relating to Third Party Environmental Conditions. If any Project Company Environmental Condition arises, the Project Company shall (i) pay any resulting fines, assessments, levies, impositions, penalties and other charges imposed by any Governmental Authority on the Project Company, (ii) indemnify, defend and hold harmless the City in accordance with Section 18.08 (Indemnification) of this Agreement from any loss and expense incurred by the City in connection therewith and (iii) comply with any corrective action plan filed with or mandated by any Governmental Authority in order to remedy a failure of the Project Company, DB Contractor or any subcontractor to comply with Applicable Law.
- (c) If the Project Company discovers any Geological Obstructions or Endangered Species prior to or following commencement of the Work, other than Excluded Site Conditions, it shall notify the City as soon as practicable. The Project Company shall then carry out all Work notwithstanding the discovery of any Geological Obstructions or Endangered Species in accordance with the provisions of this Agreement and the Project Requirements, subject to the Project Company's rights under Article X (Relief Events).
- (d) At any time during the Term, the Project Company may submit a Relief Event Claim in accordance with <u>Article X</u> (*Relief Events*) if the discovery of any Adverse Site Condition delays or increases the cost of, , completion of the Work, causes the Project Company to undertake any Extra Work, or if the City carries out, or engages third-party contractors to carry out, any remediation work that materially interrupts or interferes with the Project Company's performance of the Work.

Section 3.05 Safety and Security of Site.

The Project Company shall maintain the safety of the Site during the Project Company's performance of the Work in accordance with the terms of this Agreement, consistent with Applicable Law and otherwise in accordance with the Project Requirements. Without limiting the foregoing, the Project Company shall:

(a) take reasonable precautions for the safety of, and provide reasonable protection to prevent damage, injury or loss by reason of or related to the Work to, (A) all employees performing the Work and other Persons who may be directly affected thereby, (B) all visitors to the Site, (C) all materials

and equipment under the care, custody or control of the Project Company on the Site, (D) other property constituting part of the Project, and (E) any property of the City affected by the Work;

- (b) give all notices and comply with Applicable Law relating to the safety of Persons or property or their protection from damage, injury or loss while on the Site;
- (c) designate a qualified and responsible management-level employee of the Project Company (or, during the DB Period, the DB Contractor or, during the Operations Period, the O&M Contractor; provided, that the O&M Contractor may designate a City Employee in accordance with the Labor Services Agreement) whose duty shall be the development and implementation of safety and health requirements at the Site, the prevention of fires and accidents and the coordination of such activities, with federal, State, and City officials;
- (d) operate all equipment in a manner consistent with the manufacturer's safety requirements;
- (e) develop and implement a health and safety program that includes a written Site-specific health and safety plan designed to implement the requirements of this <u>Section 3.05</u> (*Safety and Security of Site*);
- (f) prepare, and keep current throughout the Term, a security plan for the Project in accordance with the requirements of <u>Annex Q</u> (*Site Security and Cybersecurity Plan*) (the "**Security Plan**"); and
- (g) purchase, transport, install, operate, maintain, repair and replace all surveillance and other security equipment and assets constituting fixtures of the Project, and conduct vulnerability assessments, in accordance with the Security Plan.

Section 3.06 <u>License to Use</u>.

The City agrees to provide the Project Company-Related Entities with licenses to access and use and vacant possession of certain parcels of land outside the Site (after the Construction Access and Laydown Areas cease to constitute part of the Site pursuant to Section 3.02(f) (License to Use the Site)), the locations and intended uses of which are listed on Annex E-3 (Required Access Rights) (such licenses constituting the "Required Access Rights"). The Project Company shall determine the scope of such parcels of land as being adequate based on the Design Requirements and Construction Standards and the O&M Standards, and the Parties agree to modify Annex E-3 (Required Access Rights) from time to time to reflect the final dimensions and boundaries of such parcels of land as necessary. The City hereby acknowledges and agrees that the parcels of land described in the final Annex E-3 (Required Access Rights) shall constitute part of the Site and automatically included in the Right to Utilize the Site granted in Section 3.02 (License to Use the Site) of this Agreement. The Project Company shall coordinate with applicable Utility Owners regarding any Utilities and Utility Adjustment Work on land over which the Project Company has been granted access pursuant to this Section 3.06 (License to Use) and Annex E-3 (Required Access Rights).

ARTICLE IV DESIGN-BUILD PERIOD

Section 4.01 <u>City DB Period Rights and Responsibilities.</u>

(a) <u>Utilities</u>. The City shall provide or cause to be provided to the Project Company an adequate supply of electricity, water, sewer and other Utility services required for the performance of the DB Work in the amounts and by the dates specified in <u>Annex B</u> (*City Infrastructure Obligations*). The Project Company shall pay for the costs related to the use of such Utilities prior to the Commercial

Operation Date, other than the supply of electricity and the supply of potable water, which supply the City shall pay for.

- (b) <u>City Infrastructure Obligations</u>. The City shall undertake and complete the City Infrastructure Obligations in accordance with the schedule and other requirements specified in <u>Annex B</u> (*City Infrastructure Obligations*). The City shall not modify the schedule or any other aspect of the City Infrastructure Obligations specified in <u>Annex B</u> (*City Infrastructure Obligations*) without the Project Company's prior written consent.
- (c) <u>City-Managed Approvals</u>. The City shall (i) no later than 60 days after the Effective Date, cause Section 47-10.10 of the Florida Unified Land Development Regulations List of Permitted and Conditional Uses Commerce Center (CC) District to be amended to add a water treatment plant to the use table as described in the City's Planning and Zoning Board Case Number UDP-T22004 and (ii) until Final Acceptance has occurred, obtain and maintain light and noise variances from the City Building Department (<u>provided</u>, that the Project Company has submitted to the City the applicable waiver request), in each case of (i) and (ii) on terms and conditions reasonably acceptable to the Project Company.

- (a) <u>Commencement and Prosecution of the DB Work.</u>
- (i) Following the Effective Date, the Project Company shall promptly proceed to undertake, perform and complete the DB Work in accordance with the Project Requirements. Notwithstanding the foregoing, the Project Company shall not commence any construction work at the Site prior to the delivery of the written notice specified in Section 2.01(c) (Conditions Subsequent). If the Project Company fails to deliver such written notice or as a result of the Project Company being late delivering such notice, within the period specified in Section 2.01(c) (Conditions Subsequent), the Project Company shall not be entitled to the remedies set forth in Article X (Relief Events) in connection with any Relief Event that occurs in the period during which the Project Company was late in delivering such written notice, to the extent such Relief Event would have been insured by the Project Company Required Insurance for the DB Period or such Relief Event would not have occurred if the written notice had been timely delivered.
- (ii) Without prejudice to the City's express obligations under this Agreement, the City shall have no responsibility to perform and complete the DB Work for the Project.
- (b) <u>Design Build Subcontractor(s)</u>. The Project Company is permitted to subcontract the performance of the DB Work. The Project Company shall not be relieved of any of its obligations, liabilities or responsibilities under this Agreement by reason of its obligations being carried out by any subcontractor, and the Project Company shall require any such subcontractor to comply with the Project Requirements applicable to the portion of the DB Work being performed by such subcontractor. The provision of consent by the City to the appointment of any subcontractor (if such consent is required) shall not relieve the Project Company of any of its obligations, liabilities or responsibilities under this Agreement or render the City liable in any way to such Person or in any way bound by the terms of any subcontract or replacement thereof.
- **Section 4.03** Project Schedule. On the Effective Date, the Project Company has delivered to the City a Project Schedule demonstrating that the Project Company is projected to achieve the Commercial Operation Date on or before the Commercial Operation Longstop Date. The Project Company shall, as required from time to time until the Commercial Operation Date, but no less than once per calendar month, update the Project Schedule so that it is at all times an accurate, reasonable and realistic representation of the Project Company's plans for the completion of the DB Work in accordance with the requirements of this Agreement.

Section 4.04 Design Submittals.

- (a) The Project Company shall, at its sole cost, prepare and submit each Design Submittal to the City within the time period set out in the Design Submittal Requirements and in accordance with the other requirements set out therein. The Project Company shall prepare the Design Submittals in compliance with the Design Requirements and Construction Standards, Applicable Law and Governmental Approvals so as to ensure that the Project, when commissioned, is capable of operating in compliance with the O&M Standards. In accordance with and to the extent required by the Design Submittal Requirements, the City shall review, comment and approve each such Design Submittal.
- (b) Any Dispute arising between the City and the Project Company in relation to the compliance of any Design Submittal with the requirements of this Agreement may be referred by either such Party for resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any response or approval in connection with such Design Submittal pending the resolution of such Dispute pursuant to the Dispute Resolution Procedure.

Section 4.05 Governmental Approvals.

- (a) Each of the City and the Project Company shall obtain and maintain all Governmental Approvals required by Applicable Law to be obtained by such Party for the performance of the Work, including those in respect of which such Party is indicated as the signing party on Annex I (Governmental Approvals); provided, that the Project Company shall also obtain and maintain those Governmental Approvals in respect of which the City is indicated as the signing party but the Project Company is indicated as the responsible party (or the "permit application generator") on Annex I (Governmental Approvals) (the "Project Company-Managed Approvals"). The City shall pay the costs of all Governmental Approvals to be obtained by the City (excluding the Project Company-Managed Approvals) and except to the extent arising in connection with a Relief Event, the Project Company shall pay the costs of all Governmental Approvals to be obtained by the Project Company hereunder (including Project Company-Managed Approvals).
- (b) Each of the City and the Project Company shall provide the other Party with copies of all Governmental Approvals for which the first Party is responsible, and related applications.
- (c) Each of the City and the Project Company shall manage the process of obtaining such Party's applicable Governmental Approvals in a manner which affords the other Party a reasonable opportunity, in advance of submittal, to review and comment upon all material documentation submitted to and issued by the Governmental Authority in connection therewith. Notwithstanding the foregoing, no such opportunity for review by such other Party shall shift responsibility from the Party obligated to obtain the applicable Governmental Approval. Provided that the Project Company has satisfied its obligations under this Section 4.05(c) (Governmental Approvals), the City shall promptly (and, in any event, within -ten Business Days of receipt of a complete application or submittal) execute any application or other submittal provided by the Project Company to the City for purposes of obtaining or maintaining a Project Company-Managed Approval. The Project Company shall not, unless required by Applicable Law, knowingly take any action in connection with any Governmental Approvals under the Project Company's responsibility that would impose an unreasonable cost or material burden on the City in its capacity as a recipient of Product Water under this Agreement.
- (d) Each of the City and the Project Company shall provide reasonable assistance to the other Party in connection with the other Party's obligation to obtain and maintain the applicable Governmental Approvals, including attending public hearings and meetings of the Governmental Authorities charged with issuing such Governmental Approvals, and providing the other Party with existing relevant data and documents that are within the first Party's custody or control or are reasonably obtainable by such Party and which are required for such purpose. Any such assistance shall be provided only upon

the request of one Party made directly to the other, and neither the City nor the Project Company shall have any affirmative obligation independently to initiate such assistance. Neither the City nor the Project Company shall take any action which seeks to cause the denial or delay of any application for any Governmental Approval.

Section 4.06 DB Warranties and Performance Security.

- (a) <u>DB Warranties</u>. The Project Company shall obtain from the DB Contractor representations, warranties and guarantees with respect to design, materials, workmanship, equipment, tools and supplies furnished by the DB Contractor. The warranties from the DB Contractor shall be for a period of not less than one year from the Commercial Operations Date. All representations, warranties, guarantees and obligations of the DB Contractor (a) shall be written so as to survive all City inspections, tests and approvals and (b) shall provide that such representations, warranties, guarantees and obligations shall also be for the benefit of and enforceable by the City and its successors and assigns; <u>provided</u>, that, except upon the occurrence and continuance of a Project Company Default, the City shall agree to forbear from enforcing such warranties to the extent that the Project Company is already enforcing such warranties.
- (b) <u>DB Performance Security</u>. In accordance with Section 205.065(5)(b) and (7)(a)(1), Florida Statutes, no later than 30 days after the Effective Date, the Project Company shall obtain from the DB Contractor performance and payment bonds substantially in the form of <u>Annex T</u> (*Forms of Payment and Performance Bonds*) in an amount equal to the DB Contract price. Such bonds shall be written by a surety licensed to do business in the State that is rated, at the time such bonds are issued, as "A-1" or better as to general policy holders rating as reported in the then most current Best Key Rating Guide, published by A.M. Best Company, Inc. the Project Company shall (or shall cause the DB Contractor to) record such bonds in the Public Records of Broward County, Florida prior to the commencement of any DB Work on the Site. Such bonds (including any multiple obligee rider in respect thereof) shall expressly name the City as an additional obligee or other applicable type of beneficiary of such bonds with the right to enforce such bonds if this Agreement is terminated and the City succeeds to the position of the Project Company as a party to the DB Contract in accordance with <u>Section 16.08(c)</u> (*Treatment of Key Contracts*).

Section 4.07 <u>City Oversight During DB Period</u>.

(a) Oversight Generally. Subject to (1) reasonable safety precautions and execution of waivers of liability acceptable to the Project Company on the part of all visitors to the Site and (2) reasonable prior notice requirements, the City shall have the right at all times to conduct Oversight of the DB Work to the extent the City deems necessary or advisable, in its sole discretion; provided, that the City shall conduct any such Oversight in a manner that does not interfere with the DB Work. The City may, in its sole discretion, designate any Person or entity to carry out such Oversight on its behalf.

(b) <u>Periodic Meetings</u>.

- (i) Throughout the DB Period, the Project Company shall conduct regular monthly progress meetings, in which the Project Company shall invite the City to participate. At the City's request, the Project Company shall require relevant Contractors or other subcontractors of the Project Company to attend such meetings.
- (ii) In addition to such meetings, the City and the Project Company shall, through their respective Authorized Representatives, meet from time to time at the other Party's request to discuss and resolve matters relating to the DB Work.
- (iii) The Project Company shall use commercially reasonable efforts to schedule all regular monthly progress meetings at a date, time and place reasonably convenient to both

Parties and, except in cases of urgency, shall provide the City with written notice and a meeting agenda at least five Business Days in advance of each meeting.

(c) <u>Periodic Reporting</u>. The Project Company shall provide the City with monthly construction progress reports no later than 15 days following the end of each Contract Month during the DB Period substantially in the form attached hereto as <u>Annex D-1</u> (*Form of Construction Progress Report*).

Section 4.08 Commissioning and Performance Testing.

Commissioning Work. At least 120 days before the date on which Commissioning (a) Work is scheduled to commence in accordance with the Project Schedule, the Project Company shall deliver to the City a detailed schedule and plan for the performance of the Commissioning Work (the "Commissioning Plan"). The Commissioning Plan shall set out the Project Company's Feedstock Water Requirements for the performance of the Commissioning Work. The City shall, within 30 days of receiving the Commissioning Plan, provide the City's approval of the Commissioning Plan (such approval not to be unreasonably withheld, conditioned or delayed) or provide any objections the City may have in writing to the Project Company. If the City does not respond within such 30 day period the Commissioning Plan shall be deemed complete and correct and approved by the City. If the Project Company does not agree with such objections, the Project Company may refer the disagreement to the Technical Panel in accordance with the Dispute Resolution Procedure. The City shall supply, at the Feedstock Water Delivery Point, all Feedstock Water required by the Project Company for the performance of the Commissioning Work, in the amounts, at the flow rates and on the dates specified in the Commissioning Plan, and otherwise satisfying the quality, pressure and other requirements set out in Annex G (Feedstock Water Specifications) (as verified by the Feedstock Water Flow Meter), it being understood that the Design Requirements and Construction Standards do not take into account any substance in or condition of the Feedstock Water that is not specifically identified in Annex G (Feedstock Water Specifications) and, as such, if the Feedstock Water provided by the City contains any substance that is not specifically identified in Annex G (Feedstock Water Specifications), the presence of such substance shall be considered a Feedstock Water Deviation. The City shall also undertake and complete the activities in connection with the Commissioning Work specified as obligations of the City in Annex C-1 (Commissioning Obligations) in accordance with the requirements set forth therein and otherwise in accordance with the Commissioning Plan.

(b) <u>Performance Testing</u>.

- (i) The Parties agree that the plan for conducting the Performance Test Work (the "**Performance Test Plan**") is specified in <u>Annex C-2</u> (*Performance Testing*) and has been developed by the Parties taking into account the limitations on the City's ability to supply sufficient Feedstock Water for the Project Company to carry out a single performance test in respect of the entirety of the Project and the Project Company's ability to dispose of the entire amount of treated water that would arise from such a single performance test.
- Protocol in accordance with Annex C-2 (Performance Testing), in which the Project Company shall set out the Feedstock Water Requirements for the performance of the Performance Test Work. The City shall supply, at the Feedstock Water Delivery Point, all such Feedstock Water required by the Project Company for the performance of the Performance Test Work, in the amounts, at the flow rates and on the dates specified in the Performance Test Protocol, and otherwise satisfying the quality, pressure and other requirements set out in Annex G (Feedstock Water Specifications) (as verified by the Feedstock Water Flow Meter), it being understood that the Design Requirements and Construction Standards do not take into account any substance in or condition of the Feedstock Water that is not specifically identified in Annex G (Feedstock Water Specifications), the presence of

such substance shall be considered a Feedstock Water Deviation. The City shall undertake and complete the other activities in connection with the Performance Test Work specified as obligations of the City in Section 3 of Annex C-2 (Performance Testing) in accordance with the requirements set forth therein and otherwise in accordance with the Performance Test Protocol (including the City's obligation to make available qualified and authorized representatives to observe the Performance Tests). The Parties may mutually agree on modifications to the requirements of the Performance Test Work set out in Annex C-2 (Performance Testing).

The City shall not interfere with the conduct of any Performance Test. The (iii) Project Company shall deliver Performance Test Reports in respect of the iterations of the Performance Test set out in Annex C-2 (Performance Testing) within the times and otherwise in accordance with the requirements specified in <u>Annex C-2</u> (*Performance Testing*). Within five days following the City's receipt of a Performance Test Report, the City shall provide written notice to the Project Company either acknowledging that such Performance Test Report is complete and correct, or specifying the deficiencies of the Performance Test Report. If the Project Company does not agree with such written notice provided by the City, the Project Company may refer the disagreement to resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any comments or approval in connection with a disputed Performance Test pending the resolution of such dispute pursuant to the Dispute Resolution Procedure. If the City does not respond within the aforementioned five day period the Performance Test Report shall be deemed complete, correct and approved by the City. When the City has sent its final acknowledgement in respect of the Performance Test Report relating to the final iteration of the Performance Test as set forth above, or when a final resolution has been reached in accordance with the Dispute Resolution Procedure in respect of such Performance Test Report or such Performance Test Report is otherwise deemed complete, correct and approved as set forth above, the Project Company shall deliver to the City a Performance Test Certificate confirming that the Project is fit for commercial operation.

Section 4.09 Conditions to Commercial Operation Date.

- (a) <u>Conditions to Commercial Operation Date</u>. The "**Commercial Operation Date**" shall occur when all of the following conditions have been satisfied:
- (i) <u>Performance Testing</u>. The Project Company shall have completed the Performance Test Work and shall have delivered to the City Performance Test Reports demonstrating that the Process Trains have achieved the applicable Performance Criteria, as evidenced by the Project Company's delivery of the Performance Test Certificate.
- (ii) <u>FDEP Clearance</u>. The Project Company shall have received confirmation of clearance to place the Project into operation in accordance with Section 62-555.900(9) of the Florida Administrative Code from FDEP, and shall have provided evidence of the same to the City.
- (iii) <u>Warranties</u>. The Project Company shall have delivered to the City electronic copies of the warranties referenced in <u>Section 4.06(a)</u> (*DB Warranties*) and all other warranties of equipment constituting a part of the Project received from the equipment suppliers, together with copies of all related operating manuals supplied by the equipment suppliers.
- (iv) <u>Training of City Employees</u>. The Project Company and the City shall have each received a certification from the O&M Contractor that the required City Employees have been trained to the specifications set forth in the training plan provided to the City pursuant to Section 3.05 of the Labor Services Agreement (the "**Training Plan**"). The Project Company shall have set out in an attachment to the Notice of Commercial Operation Date any additional required City Employees who have not been fully trained to the Training Plan specifications, and shall have specified a reasonable time period in which such training is to be completed (such period to be agreed between the Project Company and the City).

- (v) <u>O&M Manuals</u>. The Project Company shall have delivered to the City electronic copies of any operations and maintenance manuals supplied by the DB Contractor to the Project Company.
- (vi) <u>Physical Completion</u>. Except with respect to Punch List Work, the Project Company shall have completed all DB Work in accordance with the provisions of this Agreement and the Project Requirements. The Project Company shall have set out in an attachment to the Notice of Commercial Operation Date the Punch List Work which has not been completed in full and shall have specified a reasonable time period in which such Work is to be completed (such period to be approved by the City, such approval not to be unreasonably withheld, conditioned or delayed).
- (vii) <u>Operations Period Approvals</u>. The Project Company shall have obtained all O&M Governmental Approvals required under Applicable Law to be obtained by the Project Company as of the Commercial Operation Date and such O&M Governmental Approvals shall be in full force and effect. The Project Company shall have delivered to the City true and correct copies of all such O&M Governmental Approvals (to the extent not in the City's possession).
- (viii) No Liens. The Site and the Project shall be free and clear of any and all Liens arising out of or in connection with the performance of the DB Work, except for Permitted Liens.
- (ix) Insurance. The Project Company shall have delivered to the City certificates of insurance with respect to the Required Insurance required to be in effect on the Commercial Operation Date and specified as the Project Company's or the O&M Contractor's responsibility on Annex \underline{K} (Required Insurance), evidencing that the provisions of Annex \underline{K} (Required Insurance) have been complied with in full, and evidence (which may be in the form of a letter from the applicable insurance broker) that the relevant premiums for such Required Insurance have either been paid or reasonable arrangements for payment of such premiums have been made.

(b) Achievement of Commercial Operation.

- (i) Approximately 30 days prior to the date on which the Project Company expects to achieve the Commercial Operation Date, the Project Company shall provide written notice to the City of the date on which the Project Company is expected to achieve the Commercial Operation Date consistent with the conditions set forth in Section 4.09(a) (Conditions to Commercial Operation Date) (together with any request for a waiver by the City of any such condition) so as to allow the City to promptly commence its review of those conditions to the Commercial Operation Date capable of being reviewed at the time of such notice.
- When the Project Company believes that it has achieved the Commercial (ii) Operation Date, the Project Company shall deliver to the City a written notice thereof (the "Notice of Commercial Operation Date"). Within three Business Days following delivery of the Notice of Commercial Operation Date, the City shall (A) deliver to the Project Company its written acknowledgment that the Commercial Operation Date has been achieved, or (B) notify the Project Company in writing that the Commercial Operation Date has not been achieved, stating in detail the reasons therefor. In the case of (B), the Project Company may withdraw the Notice of Commercial Operation Date and resubmit such notice at a later date; provided, that if the Project Company does not agree with such written notice provided by the City, the Project Company may refer the disagreement for resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any comments or approval in connection with a disputed Commercial Operation Date pending the resolution of such dispute pursuant to the Dispute Resolution Procedure. If the City does not provide timely notice of objection to the initial or any resubmitted Notice of Commercial Operation Date within three Business Days of receipt thereof, the City shall be conclusively deemed to have delivered a written acknowledgment that the Commercial Operation Date has been achieved.

(iii) The Commercial Operation Date shall be the date on which the conditions in <u>Section 4.09(a)</u> (*Conditions to Commercial Operation Date*) have been met by the Project Company or waived by the City.

Section 4.10 Delayed Commercial Operation.

- (a) <u>Scheduled Commercial Operation Date</u>. If the Project Company does not achieve the Commercial Operation Date by the Scheduled Commercial Operation Date, such failure shall not constitute a Project Company Default and the Project Company shall pay the Liquidated Damages Amount for each day of delay in achieving the Commercial Operation Date from the six month anniversary of the Scheduled Commercial Operation Date through the Commercial Operation Longstop Date. Each of the Parties acknowledges that the monetary deductions assessed in accordance with this <u>Section 4.10(a)</u> (*Scheduled Commercial Operation Date*) are reasonable liquidated damages in order to compensate the City for, and shall constitute the City's sole remedy in respect of, the Project Company's failure to achieve the Commercial Operation Date on or before the Scheduled Commercial Operation Date. The Liquidated Damages Amount shall be paid on a monthly basis as accrued within 20 Business Days after the end of the applicable month.
- (b) <u>Commercial Operation Longstop Date</u>. If the Project Company does not achieve the Commercial Operation Date within 18 months following the Scheduled Commercial Operation Date (the "Commercial Operation Longstop Date"), such failure shall result in an immediate Project Company Default and the City may terminate this Agreement in accordance with the provisions of <u>Section 16.02</u> (*Termination by City for Project Company Default*).

Section 4.11 Conditions to Final Acceptance.

- (a) <u>Conditions to Final Acceptance</u>. "**Final Acceptance**" shall occur when all of the following conditions have been satisfied:
- (i) <u>Commercial Operation Date</u>. The Project Company has achieved the Commercial Operation Date in accordance with <u>Section 4.09</u> (*Conditions to Commercial Operation Date*);
- (ii) <u>DB Work Completed</u>. The Project Company has completed all DB Work described in the Punch List delivered pursuant to <u>Section 4.09(a)(vi)</u> (*Physical Completion*) and performed all cleanup and removal of construction materials and demolition debris in compliance with this Agreement;
- (iii) <u>Record Drawings</u>. The Project Company has delivered to the City a final and complete set of as-built construction record drawings, prepared in accordance with the Project Requirements, and signed and sealed by a Florida registered professional engineer; and
- (iv) <u>DB Contractor</u>. The Project Company has certified to the City in writing (and provided such documentary evidence as the City may reasonably require) that no amounts owing to the DB Contractor remain unpaid (except disputed amounts for which the Project Company has established adequate reserves in accordance with GAAP) and final settlement (other than any such disputed amounts) of the DB Contract has occurred.
- (b) When the Project Company believes that it has achieved Final Acceptance, the Project Company shall deliver to the City a written notice thereof (the "Notice of Final Acceptance"). The Notice of Final Acceptance shall contain a report in a form reasonably acceptable to the City demonstrating the achievement by the Project Company of all conditions to Final Acceptance set forth in Section 4.11(a) (Conditions to Final Acceptance).
- (c) The City shall, within 20 days following receipt of the Notice of Final Acceptance, inspect the Project, review the report submitted by the Project Company and either (i) deliver to the Project

Company the City's written acknowledgment that the Project Company has achieved Final Acceptance, or (ii) notify the Project Company in writing that Final Acceptance has not been achieved, stating in detail the reasons therefor. In the case of (ii), the foregoing procedure shall be repeated or the report withdrawn; provided, that if the Project Company does not agree with such written notice provided by the City, the Project Company may refer the disagreement for resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any comments or approval in connection with a disputed Final Acceptance pending the resolution of such dispute pursuant to the Dispute Resolution Procedure. If the City does not provide timely notice of objection to the initial or any resubmitted Notice of Final Acceptance within 20 days of receipt thereof, the City shall be conclusively deemed to have delivered a written acknowledgment that the Final Acceptance has been achieved.

ARTICLE V

OPERATIONS PERIOD

- (a) Operation and Management Responsibility. Commencing on the Commercial Operation Date, the Project Company shall operate and manage the Project, treat Feedstock Water and deliver Product Water to the City, provide all information necessary to secure and maintain all Governmental Approvals required by Applicable Law to be obtained by the Project Company for the performance of the O&M Work (the "O&M Governmental Approvals") to the extent required under this Agreement and otherwise operate and manage the Project so as to comply with Applicable Law and the other Project Requirements applicable to such activities. Except to the extent arising in connection with a Relief Event, the Project Company shall pay the cost of all O&M Governmental Approvals.
- Operation and Management Standards. The Project Company shall carry out the O&M Work in accordance with (i) Good Management Practice, (ii) the requirements, terms and conditions set forth in this Agreement (including the O&M Standards), (iii) all Applicable Law (subject to the provisions of Article X (Relief Events) with respect to any Change in Law) and (iv) the requirements, terms and conditions set forth in the O&M Governmental Approvals. In the event and to the extent of a conflict between subsections (i)-(iv), the Project Company shall comply first with Applicable Law, then Governmental Approvals, then the terms and conditions of this Agreement (including O&M Standards) and then Good Management Practice. If a Governmental Authority takes any regulatory action against the City arising from a breach of Applicable Law by the Project Company in connection with the Project Company's performance of the O&M Work, and such breach is not excused pursuant to the terms of this Agreement, the Project Company shall pay to the City any fines imposed by such Governmental Authority on the City. The City intends to treat the O&M Work as a "qualified management contract" pursuant to the Code, and the Project Company agrees to, at the City's request, make adjustments hereto to maintain such status, without derogation of the rights of the Project Company, if any, pursuant to Article X (Relief Events); provided, that (i) the actions required for such adjustment are commercially reasonable and (ii) such adjustments do not adversely and materially impact the business arrangement of the Parties made pursuant hereto.

(c) <u>O&M Governmental Approvals</u>.

(i) <u>Applications and Submittals</u>. The Project Company shall make all filings, applications and reports necessary to obtain and maintain the O&M Governmental Approvals. Except to the extent arising in connection with a Relief Event, the Project Company shall pay all permit and filing fees required in order to obtain and maintain such O&M Governmental Approvals, regardless of the identity of the applicant.

- (ii) Data and Information. The Project Company shall supply all data and information and take all action required to be supplied or taken in connection with the O&M Governmental Approvals in accordance with Applicable Law. The data and information supplied by the Project Company to the City and all regulatory agencies in connection therewith shall be correct and complete in all material respects. The Project Company shall provide all material documentation to be submitted to a Governmental Authority in connection with the O&M Governmental Approvals for the City's review and comment at least seven days prior to submission to the applicable Governmental Authority. If the Project Company submits any materially incorrect or incomplete information, the Project Company shall be responsible for any schedule and cost consequences which may result therefrom. Unless required under Applicable Law, the Project Company shall not knowingly take any action in any application, data submittal or other communication with any Governmental Authority regarding O&M Governmental Approvals or the terms and conditions thereof that would impose an unreasonable cost or material burden on the City in its capacity as a recipient of Product Water under this Agreement. The Project Company shall make available for review and copying by the City, upon request, copies of the O&M Governmental Approvals and related applications. The City shall promptly execute any applications, prepared by the Project Company, for O&M Governmental Approvals in respect of which the applicable Governmental Authority requires the signature of the owner of the Project.
- (iii) Non-Compliance and Enforcement. The Project Company shall comply in all material respects with the O&M Governmental Approvals, and shall report to the City, promptly following knowledge thereof, all notices or communications that the Project Company receives with respect to violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Project. The City, as the owner of the Project, shall report to the Project Company, promptly following knowledge thereof, all notices or communications that the City receives with respect to violations of the terms and conditions of any Governmental Approval or Applicable Law pertaining to the Project.
- (iv) Reports to Governmental Authorities. The Project Company shall, in accordance with the Project Requirements, (i) prepare all periodic reports, make all information submittals and provide all notices to all Governmental Authorities to the extent required by any O&M Governmental Approvals and under Applicable Law with respect to the Project, including sampling and testing results and (ii) as promptly as practicable following the City's request therefor, provide the City with all information and data necessary for the City to satisfy the City's reporting obligations under Applicable Law. Such reports referred to in clause (i) shall contain all information expressly required by the applicable Governmental Authority, and may be identical to comparable reports prepared for the City, if such are acceptable to such Governmental Authority. The Project Company first shall provide the City with copies of any such regulatory reports referred to in clause (i) prior to their filing as and to the extent required pursuant to Section 5.01(c)(ii) (Data and Information).
- (d) <u>Guaranteed Maximum Monthly Electricity and Chemical Consumption</u>. The Project Company shall use commercially reasonable efforts to comply with the Guaranteed Maximum Monthly Electricity Consumption and Guaranteed Maximum Monthly Chemical Consumption each month ending after the end of the Transition Period set forth in <u>Section 6.03(b)</u> (*Transition Period*). If such Guaranteed Maximum Monthly Electricity Consumption or Guaranteed Maximum Monthly Chemical Consumption is exceeded, the Project Company shall compensate the City for such excess consumption in accordance with Section 7.04 (*Settlement*).
- (e) O&M Subcontractor(s). The Project Company is permitted to subcontract the performance of the O&M Work. The Project Company shall not be relieved of any of its obligations, liabilities or responsibilities under this Agreement by reason of its obligations being carried out by any subcontractor. The provision of consent by the City to the appointment of the O&M Contractor or any subcontractor thereof (if such consent is required) shall not relieve the Project Company of any of its obligations, liabilities or responsibilities under this Agreement or render the City liable in any way to such

Person or in any way bound by the terms of the O&M Contract or any other subcontract. The Project Company shall make all payments, and incur any other liabilities, to the O&M Contractor, and the City shall have no responsibility in relation thereto other than to the extent expressly set forth in the O&M Contract.

(f) <u>O&M Contractor Replacement</u>.

- (i) The O&M Contract shall contain provisions granting the Project Company the right to terminate the O&M Contract if (A) the City is required pursuant to Applicable Law to issue any "boil water" notice with respect to Product Water, (B) the O&M Contractor thereunder fails to meet the same parameter of the Contract Standards for a period of 180 consecutive days or (C) the O&M Contractor thereunder fails to meet any of the "Primary Drinking Water Standards" (as specified on Annex H-1 (*Product Water Legal Standards*)) for a period of 90 consecutive days, in each case (A) and (B), resulting from the action or omission of the O&M Contractor and not caused by a Relief Event. Upon the occurrence of any such event as specified in sub-clauses (A), (B) or (C) of this Section 5.01(f)(i) (O&M Contractor Replacement), or upon early termination of the Labor Services Agreement due to an event of default under the Labor Services Agreement applicable to the O&M Contractor, the City may deliver a written request to the Project Company requiring the Project Company to terminate the O&M Contract and enter into a replacement O&M Contract pursuant to the requirements of Section 5.01(f)(ii) (O&M Contractor Replacement) below. The Project Company shall not have the ability to replace the O&M Contractor absent a default by the O&M Contractor under the O&M Contract.
- (ii) If the Project Company seeks to replace the O&M Contractor at any time (for the reasons specified in Section 5.01(f)(i) (O&M Contractor Replacement) or otherwise), the new O&M Contractor shall be subject to the consent and approval of the City Commission, not to be unreasonably withheld, conditioned or delayed; provided, that the City may reasonably withhold, condition or delay its consent if the proposed replacement O&M Contractor does not have at least five years of experience operating water infrastructure projects utilizing membrane-based technology. If this criteria is met but the City Commission does not approve of the new O&M Contractor proposed by the Project Company, the parties shall use commercially reasonable efforts to agree on a replacement O&M Contractor within 90 days after the City Commission's rejection of the initially proposed new O&M Contractor, during which period the City shall continue to pay the Availability Payment to the Project Company. If the City and the Project Company cannot agree on a replacement O&M Contractor, either Party may submit such Dispute for resolution in accordance with the Dispute Resolution Procedure.
- Access to Project. Subject to (i) reasonable safety precautions and execution of (g) waivers of liability on the part of all visitors to the Site, (ii) reasonable prior notice requirements required by the Project Company, (iii) reasonable limitations imposed by the Project Company for purposes of assuring minimum disruption to operations of the Project (in all cases to be established in the O&M Standards) and (iv) the provisions of the Labor Services Agreement, the City and its Authorized Representatives shall have the right at any time to visit and inspect the Project and related records and observe the Project Company's performance of the O&M Work in order to determine compliance with Applicable Law or Good Management Practice, including the Project Company's obligations under Section 5.03 (Maintenance, Repairs and Replacement); provided, that unless a Project Company Default shall have occurred and be continuing arising directly from an alleged failure of the Project Company to act in accordance with Applicable Law or Good Management Practice, or other exigent circumstances exist which, in the City's reasonable opinion, create an imminent risk to health and safety, any such visitation rights shall be limited to normal business hours, except for visits in and around the Product Water Delivery Point. The City shall give reasonable prior notice to the Project Company of any visit outside the immediate vicinity of the Product Water Delivery Point and afford the Project Company a reasonable opportunity to enable an Authorized Representative of the Project Company to accompany any visit by City personnel. To the extent City personnel visit or inspect the Project unaccompanied, such City personnel (including

Authorized Representatives, agents and contractors) shall announce themselves to the staff and O&M Contractor employees that may be present at or near each location visited. The Project Company shall permit and facilitate access to the Project for such purposes by City personnel and by agents and contractors designated by the City. All visitors to the Site and on-Site City personnel shall comply with the Site-specific health and safety plan and rules created by the Project Company pursuant to Section 3.05(e) (Safety and Security of Site), and shall not interfere with the Project Company's operation of the Project.

- (h) <u>Duty to Maintain Records</u>. The Project Company shall retain and maintain all the records (including superseded records) required by Applicable Law or pursuant to the terms of this Agreement to be kept by the Project Company, in chronological order and in a form that is capable of audit. The Project Company shall make such records (other than books of account) available to the City and the City's employees, agents and representatives for inspection, at the City's expense, during normal business hours upon reasonable notice of not less than ten Business Days.
- (i) Wherever practical and unless otherwise agreed, the Project Company shall retain and maintain original records in electronic form and, to the extent legally required, in hard copy form. True copies of the original records may be kept by the Project Company if it is not practicable to retain original records.
- (ii) The Project Company shall retain and maintain all such records for the duration of this Agreement, or such longer period as may be required by Applicable Law; <u>provided</u>, that the Project Company may dispose of any such records so long as (A) such records are more than ten years old, (B) the Project Company first notifies the City in writing and (C) the City consents to such disposal or elects to receive delivery of such records within thirty days of such notification.
- (iii) On the expiration of such period or at the earlier request of the City, the Project Company shall deliver such records (or, if such records are required by statute to remain with the Project Company or any Contractor, copies thereof) to the City in the manner and at the location as the City specifies, acting reasonably. The City shall make available to the Project Company for inspection during normal business hours all records the Project Company delivers pursuant to this Section 5.01(h) (Duty to Maintain Records) upon reasonable notice.
- (iv) All records of the City and the Project Company in connection with a matter that has been referred to the Dispute Resolution Procedure shall be maintained by the relevant Party until the final resolution of such Dispute.

(i) Reporting.

- (i) <u>Monthly Operations Report</u>. The Project Company shall provide the City (separate from any reports the Project Company is required by Applicable Law to provide to any Governmental Authority) with monthly operations reports no later than 15 days following the end of each Contract Month ending after the Commercial Operations Date, in the form attached hereto as <u>Annex D-2</u> (*Form of Operations Period Report*).
- (ii) <u>Default Reports</u>. The Project Company shall provide to the City, promptly following the receipt thereof, copies of any written notice of a material default, breach or noncompliance received or sent under or in connection with any Key Contract entered into by the Project Company in connection with the O&M Work.
- (iii) <u>Cityworks-Required Data</u>. After the Commercial Operations Date, the Project Company shall provide the City with monthly reports regarding the scheduled and unscheduled maintenance activities performed by the Project Company. The Project Company shall provide such reports electronically in Excel file to enable the City to update the City's asset management system.

- (iv) <u>Financial Statements</u>. The Project Company shall provide to the City copies of its annual audited financial statements within 200 days after the end of each fiscal year of the Project Company ending on or after the Commercial Operation Date.
- (v) Other Information. The Project Company shall provide to the City, in electronic format, (A) together with each monthly operations report delivered pursuant to Section 5.01(i)(i) (Monthly Operations Report), any supporting data that the Project Company has utilized to prepare such report and (B) within a reasonable time following the City's written request therefor, membrane normalization data. The Project Company shall deliver to the City, following expiration or early termination of this Agreement, all data referred to in the preceding clauses (A) and (B), in electronic files in native format.
- (j) Releases, Leaks and Spills. The Project Company shall operate the Project in accordance with this Agreement in such a manner that Feedstock Water following the Feedstock Water Delivery Point, Product Water prior to the Product Water Delivery Point and any Product Water by-products and chemicals utilized by the Project Company to treat Feedstock Water shall not contaminate, or be released, leaked or spilled on or into, or discharged to the environment, to the extent prohibited by Applicable Law. The Project Company shall fulfill all notification and reporting requirements established by Applicable Law related to any such unauthorized release. The Project Company shall provide to the City copies of documents provided to the relevant Governmental Authority regarding any such unauthorized release.
- (k) <u>Disposal of Wastewater</u>. The Project Company shall manage all process wastewater produced at the Project, as well as any Product Water or residuals that require discharge before reaching the Product Water Delivery Point for any reason, in accordance with Applicable Law. The City shall have no obligation to receive, treat or dispose of any such process wastewater.
- (1) No Nuisance Covenant. The Project Company shall ensure that the operation of the Project does not create any material odor, litter, noise, rust, corrosion, fugitive dust, excessive light or other adverse environmental condition that is prohibited by Applicable Law. Should any such condition arise (and subject to the Project Company's rights under Article X (Relief Events) in the case of a Change in Law, it being understood and agreed that a Change in Law shall be deemed to occur if residential housing is built closer than 500 feet to the Site, which results in more stringent standards relating to such conditions being applied to the Site pursuant to Applicable Law than the standards applicable on the Effective Date, notwithstanding that Applicable Law has not changed), the Project Company shall, within the time required by Applicable Law, remedy such condition and pay any fines or penalties imposed by any Governmental Authority as a result of such condition, make all commercially reasonable capital investments, improvements or modifications in operating and management practices necessary to prevent a recurrence of such condition, and indemnify and hold harmless the City from any loss or expense related thereto in the manner set forth in Section 18.08 (Indemnification) hereof.
- (m) <u>Utilities</u>. The Project Company shall pay for the use of gas, water and sewer and other Utility services required for the performance of the O&M Work, other than Feedstock Water and electricity service, which shall be governed by the provisions of <u>Section 5.02(a)</u> (*Feedstock Water*) and <u>Section 14.03</u> (*Coordination and Payment of Electricity and Chemical Supply*); <u>provided</u>, that the City must perform the work necessary to bring such Utilities to the applicable Tie-In Points as specified in <u>Annex B</u> (*City Infrastructure Obligations*).
- (n) <u>Emergency Plan</u>. Within 90 days prior to the Scheduled Commercial Operation Date, the Project Company shall provide the City with a plan of action to be implemented in the event of an emergency (an "**Emergency Plan**"), including fire, weather, environmental, health, safety, power outage and other potential emergency conditions. Such Emergency Plan shall (i) provide for appropriate

notifications to the City and all other Governmental Authorities having jurisdiction over the Project or the Site and for measures which facilitate coordinated emergency response actions by the City and all other applicable Governmental Authorities, (ii) specifically include spill and response measures, and (iii) assure the timely availability of all Project Company personnel required to respond to any emergency (no later than one hour during nights, weekend and holidays). The City and the Project Company shall review the Emergency Plan annually as part of the review of the annual operations report, and the Project Company shall update the Emergency Plan when necessary.

City-Directed Curtailments and Shutdowns. The Project Company acknowledges that, notwithstanding Sections 6.03(c)(i) and 6.03(c)(ii) (Requested Quantities; Daily Plan), operating conditions in the City's water distribution system may require the City to immediately curtail receipt of Product Water, and that such conditions may therefore necessitate the issuance by the City of a written directive requiring the immediate curtailment or cessation of ordinary operations at the Project. Such conditions may occur as a result of mechanical or structural failure within the City distribution system, emergency conditions originating in the City distribution system or other unexpected factors. The issuance of any such directive shall constitute a Relief Event. In responding to any curtailment or shutdown directive issued by the City under this Section 5.01(o) (City-Directed Curtailments and Shutdowns), the Project Company shall use reasonable efforts to meet the curtailed water delivery level directed by the City in accordance with all of the other requirements of this Agreement; provided, however, that the Project Company shall be under no obligation to do so unless such requirements can be met while operating the Project in accordance with the Project Requirements. The Project Company shall resume full operations of the Project (i) in case the City has directed the Project Company to curtail or shutdown operations for less than 48 hours, within 24 hours of receipt by the Project Company of a written directive issued by the City and (ii) in case the City has directed the Project Company to curtail or shutdown operations for more than 48 hours and Project equipment is undergoing preventive maintenance, as promptly as the Project Company can reasonably do so in compliance with Applicable Law after receipt by the Project Company of a written directive issued by the City.

Section 5.02 <u>City Operations Period Obligations Generally.</u>

- (a) <u>Feedstock Water</u>. The City shall supply feed water to the Project (the "**Feedstock Water**") on and after the Commercial Operation Date:
- (i) at the designated delivery point identified as TP-01 on Annex E-1 (*Site Description*) (the "Feedstock Water Delivery Point");
- (ii) (A) prior to the end of the Transition Period specified in Section 6.03(b) (Transition Period), in accordance with the requirements specified in Section 6.03(b) (Transition Period) and (B) thereafter, in sufficient quantity and flow rate each day to allow the Project to produce the Required Quantity plus any applicable Make-Up Units, as verified by the Feedstock Water Flow Meter and in accordance with the Feedstock Water Daily Plan; and
- (iii) in compliance with the water quality, pressure and other criteria set forth on Annex G (Feedstock Water Specifications), as verified by the Feedstock Water Flow Meter to be furnished, installed and maintained by the Project Company in accordance with this Agreement, it being understood that the Design Requirements and Construction Standards do not take into account any substance in or condition of the Feedstock Water that is not specifically identified in Annex G (Feedstock Water Specifications); and as such, if the Feedstock Water provided by the City contains any substance that is not specifically identified in Annex G (Feedstock Water Specifications), the presence of such substance shall be a Feedstock Water Deviation.
- (b) <u>Risk of Loss of Feedstock Water</u>. The Project Company shall be responsible for any lost Feedstock Water between the Feedstock Water Delivery Point and the Project during the

Operations Period; <u>provided</u>, that discharge from the nanofiltration stream and water used for regeneration of the ion exchange system, process equipment cleaning routines and other process effluent and other maintenance and testing activities, shall not constitute lost Feedstock Water.

- (c) <u>City Labor Specialist</u>. The City shall at all times during the Operations Period maintain a City Labor Specialist (as defined in the Labor Services Agreement) to serve as the primary point of contact between the City and the O&M Contractor.
- (d) <u>Labor Services Agreement</u>. The City shall comply with all provisions of the Labor Services Agreement at all times throughout the Term. Upon any replacement of the O&M Contractor pursuant to <u>Section 5.01(f)</u> (*O&M Contractor Replacement*), the new O&M Contractor shall assume the rights and responsibilities of the previous O&M Contractor under the existing Labor Services Agreement on the effective date of such replacement, and the City shall promptly execute any documentation reasonably requested by the Project Company to implement such assumption. The City shall negotiate in good faith (taking into account any union or collective bargaining requirements), and may agree to amendments to the Labor Services Agreement with respect to any deviations reasonably requested by the new O&M Contractor that are not adverse to the Project Company.

(e) <u>City Storage Tanks</u>.

- (i) The City acknowledges and agrees that it shall make the City Storage Tanks available to the Project Company in accordance with Section 6.03(e) (Failure to Deliver Product Water) as a source of replacement Product Water to enable the Project Company to perform maintenance activities while satisfying its Product Water delivery obligations set out in Section 6.03 (Product Water Quantity). At any time the City Storage Tanks are filled to less than 90% capacity, the City shall request the Project Company to deliver additional Product Water in accordance with terms of Section 6.03(c) (Requested Quantities; Daily Plan) and Section 6.03(d) (Changes to Daily Plan), promptly and as many times as necessary, to replenish the City Storage Tanks to at least 90% capacity.
- (ii) The City shall operate and maintain the City Storage Tanks in accordance with Applicable Law and those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, construction, operation, maintenance and management of drinking water treatment facilities as observed in the State.

Section 5.03 Maintenance, Repairs and Replacement.

(a) <u>Maintenance, Repairs and Replacement Generally.</u>

- (i) Ordinary Maintenance, Repairs and Replacements. During the Operations Period, the Project Company shall perform all ordinary maintenance of the machinery, equipment, structures, improvements and all other property constituting the Project and shall keep the Project in good working order, condition and repair and in a neat and orderly condition and in accordance with Applicable Law and the O&M Standards. The Project Company shall provide or make provisions for all materials, supplies, equipment, spare parts, and services which are necessary for the ordinary maintenance of the Project and shall conduct predictive, preventive and corrective maintenance of the Project as required by the Project Requirements. The Project Company shall keep maintenance logs in accordance with the O&M Standards.
- (ii) <u>Major Maintenance, Repairs and Replacements</u>. The Project Company shall perform all major maintenance, repair and replacement of the machinery, equipment, structures, improvements and all other property constituting the Project during the Operations Period, including all maintenance, repair and replacement which may be characterized as "major" or "capital" in nature, in

accordance with the O&M Standards. The obligations of the Project Company under this <u>Section 5.03(a)(ii)</u> (*Major Maintenance, Repairs and Replacements*) are intended to assure that the Project is properly and regularly maintained, repaired and replaced in order to preserve the long-term reliability, durability and efficiency of the Project.

(b) <u>Periodic Maintenance Inspections</u>.

- (i) <u>Annual Maintenance Inspection</u>. The City may, at its own expense and upon reasonable prior written notice (and otherwise in all respects in accordance with the O&M Standards and the access requirements set out in <u>Section 5.01(g)</u> (*Access to Project*)), perform an inspection of the Project and relevant records of the Project Company each Contract Year following the Commercial Operation Date to assess compliance with the O&M Standards. The City's annual inspection may include the inspection of: (1) the Project and the Site; (2) all areas where Chemicals are stored or used; and (3) all operations, maintenance, repair and replacement records kept by the Project Company.
- (ii) <u>Non-Interference</u>. The Project Company shall cooperate fully with all inspections conducted pursuant to this <u>Section 5.03(b)(ii)</u> (*Non-Interference*), which shall not materially interfere with the Project Company's performance of the Work and shall not impose any costs on the Project Company.

ARTICLE VI

DELIVERY OF PRODUCT WATER

Section 6.01 Product Water Quality Standards.

- (a) <u>Legal Standards</u>. Following the Commercial Operation Date, the Project Company shall deliver to the City at the Product Water Delivery Point, Feedstock Water that has been treated by the Project ("**Product Water**") that meets the quality standards and requirements for drinking water imposed by Applicable Law (including those enacted by the Florida Department of Environmental Protection and the U.S. Environmental Protection Agency), as specified in <u>Annex H-1</u> (*Product Water Legal Standards*) hereto (the "**Legal Standards**"), subject to the provisions of <u>Section 5.01(o)</u> (*City-Directed Curtailments and Shutdowns*), <u>Section 6.01(c)</u> (*Conflicting Standards*), <u>Section 6.03</u> (*Product Water Quantity*) and <u>Article X</u> (*Relief Events*).
- (b) <u>Contract Standards</u>. Following the Commercial Operation Date, the Project Company shall deliver to the City at the Product Water Delivery Point, Product Water meeting the additional quality standards and requirements described in <u>Annex H-2</u> (*Product Water Contract Standards*) hereto (the "**Contract Standards**", and together with the Legal Standards, the "**Product Water Quality Guarantee**"), subject to the provisions of <u>Section 5.01(o)</u> (*City-Directed Curtailments and Shutdowns*), <u>Section 6.03</u> (*Product Water Quantity*) and <u>Article X</u> (*Relief Events*).
- (c) <u>Conflicting Standards</u>. The City acknowledges that the Project Company's compliance with certain Contract Standards set out in <u>Annex H-2</u> (*Product Water Contract Standards*) could result in the Product Water delivered by the Project Company failing to meet certain Legal Standards set out in <u>Annex H-1</u> (*Product Water Legal Standards*). The City agrees to protect, defend, indemnify and hold harmless the Project Company and its Affiliates and the Project Company's and such Affiliates' members, officers, directors, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or losses and liabilities of every kind, nature or degree arising out of or in connection with any third-party claims related to a failure of the Project Company to deliver Product Water satisfying any Legal Standard to the extent such Product Water satisfies any similar and higher Contract Standard required under this Agreement. The City and the

Project Company agree that, for all purposes of this Agreement and notwithstanding anything in this Agreement to the contrary, any Product Water delivered by the Project Company to the City that fails to satisfy any Legal Standard but that satisfies the Contract Standard applicable to the same parameter shall be conclusively deemed to satisfy the Product Water Quality Guarantee and shall not constitute Non-Conforming Product Water.

Section 6.02 Failure to Meet Quality Standards.

(a) If the Project Company delivers any Non-Conforming Product Water to the City and is not otherwise excused from its obligation to deliver Product Water in compliance with the Product Water Quality Guarantee pursuant to Section 5.01(o) (City-Directed Curtailments and Shutdowns), Section 6.03 (Product Water Quantity) or Article X (Relief Events), the City shall have the right to impose deductions on the O&M Payment in accordance with Annex H-3 (Non-Conforming Product Water Deductions). The Project Company shall pay (or reimburse the City for) any fines or penalties of any Governmental Authority resulting from the Project Company delivering Non-Conforming Product Water to the City. Without prejudice to the City's rights under Article XVI (Termination), each of the Parties acknowledges that the monetary penalties assessed in accordance with this Section 6.02(a) (Failure to Meet Quality Standards) are reasonable liquidated damages in order to compensate the City for, and shall constitute the City's sole remedy in respect of, the Project Company's failure to achieve to deliver Product Water meeting the Product Water Quality Guarantee, subject to the provisions of Section 15.03 (Project Company Default).

(b) <u>Testing</u>.

- (i) Notwithstanding any of the other provisions of this Agreement, if the Project produces Non-Conforming Product Water the Project Company shall notify the City promptly after obtaining knowledge of such Non-Conforming Product Water.
- Product Water in accordance with the Project Requirements and in accordance with Annex F (O&M Standards), at testing locations meeting the requirements and with samples taken from the locations specified in Annex F (O&M Standards). The City shall have the right to request that such testing be conducted at a State-certified testing lab selected by the City; provided, that if such request is made, the Project Company shall have the right to conduct parallel testing at the Project Company's own NELAP-certified testing lab. In the case of a material conflict in the results of such parallel tests, the City and the Project Company agree to conduct confirmatory testing at a mutually agreed third-party testing lab selected within five Business Days of the City's receipt of written notice from the Project Company, and the results of this confirmatory test shall apply for all purposes under this Agreement. In the case of a conflict in the results of such parallel tests that is not material, the results of the tests conducted at the State-certified testing lab selected by the City shall apply for all purposes under this Agreement.
- (iii) The City shall have no obligation, prior to or following taking delivery of any Product Water, to conduct tests to determine whether such Product Water meets the Product Water Quality Guarantee or is Non-Conforming Product Water. The City may, however, conduct tests to make such a determination by independently testing Product Water samples taken at the Product Water Delivery Point or such other applicable sampling point specified in <u>Annex F</u> (*O&M Standards*).

Section 6.03 Product Water Quantity.

(a) <u>Delivery Point.</u> On and after the Commercial Operation Date, the Project Company shall deliver, to the designated delivery point as marked on <u>Annex E-1</u> (*Site Description*) (the "**Product Water Delivery Point**"), such quantity of Product Water that the Project Company is required to deliver to the City in accordance with this Section 6.03 (*Product Water Quantity*). The City hereby grants (or shall

cause the grant of, as the case may be) any necessary access rights, licenses or permits for use of the interconnection system as may be required for any interconnections at the Product Water Delivery Point. The City shall be solely responsible for any lost Product Water following delivery by the Project Company at the Product Water Delivery Point. At the Project and prior to the Product Water Delivery Point, the Project Company shall bear the risk of loss of Product Water; provided, that discharge from the nanofiltration stream and water used for regeneration of the ion exchange system, process equipment cleaning routines and other process effluent and other maintenance and testing activities, shall not constitute lost Product Water; provided, further, that any Product Water delivered by the Project Company at the Product Water Delivery Point that the City is unable to take or the City directs the Project Company to divert or dispose shall not constitute lost Product Water.

Transition Period. The Project Company shall deliver the Transition Plan to the City at the time specified and satisfying the other requirements set out in Annex C-3 (Transition Plan). During the Transition Period specified in the Transition Plan, the City shall deliver Feedstock Water to the Project Company at the Feedstock Water Delivery Point that satisfies the quality, pressure and other requirements set out in Annex G (Feedstock Water Specifications) (it being understood that the Design Requirements and Construction Standards do not take into account any substance in or condition of the Feedstock Water that is not specifically identified in Annex G (Feedstock Water Specifications) and, as such, if the Feedstock Water provided by the City contains any substance that is not specifically identified in Annex G (Feedstock Water Specifications), the presence of such substance shall be considered a Feedstock Water Deviation), and the Project Company shall deliver Product Water to the City at the times and in the flow rates and quantities specified in the Transition Plan. The City shall undertake and complete the other activities in connection with such Transition Period specified as obligations of the City in Section 3 of Annex C-3 (Transition Plan) in accordance with the requirements set forth therein and otherwise in accordance with the Transition Plan. Following the end of such Transition Period, the Project Company shall deliver to the City the daily quantities of Product Water requested by the City pursuant to the procedures set out in Section 6.03(c) (Requested Quantities; Daily Plan) and Section 6.03(d) (Changes to Daily Plan).

(c) Requested Quantities; Daily Plan.

(i) Two months in advance of the date on which the Commercial Operation Date is expected to occur in accordance with the Project Schedule, in respect of the remaining months in the calendar year in which the Commercial Operation Date occurs which follow the end of the Transition Period set forth in Section 6.03(b) (Transition Period), and three months in advance of each calendar year thereafter, the City shall deliver to the Project Company a daily plan schedule (as such plan may be updated pursuant to Section 6.03(d)(iii) (Changes to Daily Plan), the "Daily Plan") specifying the daily quantities of Product Water that the City is requiring the Project Company to deliver in the upcoming calendar year in accordance with this Section 6.03 (Product Water Quantity) (for each day, the "Daily Quantity Requested").

(ii) The City shall not require the Project Company to deliver any Daily Quantity Requested that exceeds 50 MGD (the "Maximum Daily Requirement") or is less than 17 MGD (the "Minimum Daily Requirement"); provided, that the Project Company shall use reasonable efforts to deliver any such Daily Quantity Requested. On any day that the Project Company delivers a Daily Quantity Requested falling outside of the preceding limits in accordance with this Section 6.03(c)(ii) (Requested Quantities; Daily Plan), (A) the Project Company shall be excused from its obligation under this Agreement to satisfy the Subject Parameters listed on Annex H-2 (Product Water Contract Standards) and (B) in the case of any Daily Quantity Requested that exceeds the Maximum Daily Requirement, the amount of Chemicals and electricity consumed by the Project Company shall be disregarded for purposes of the calculation of Actual Monthly Chemical Consumption and Actual Monthly Electricity Consumption.

(iii) The City shall not retroactively adjust any Daily Quantity Requested pursuant to a Daily Plan.

(d) <u>Changes to Daily Plan</u>.

- Product Water delivery is scheduled to occur pursuant to the Daily Plan, the City may submit a request to the Project Company (with a copy to the O&M Contractor) to deliver a different quantity of Product Water than the Daily Quantity Requested (the "Revised Daily Quantity Requested") for such following day. The Project Company shall not be required (but shall use reasonable efforts) to deliver any Revised Daily Quantity Requested that is (A) more or less than 15% of the initial Daily Quantity Requested, (B) less than the Minimum Daily Requirement or (C) in excess of the Maximum Daily Requirement. On any day that the Project Company delivers all or any part of a Revised Daily Quantity Requested falling outside of any of the preceding limits in accordance with this Section 6.03(d)(i) (Changes to Daily Plan), (1) the amount of Chemicals and electricity consumed by the Project Company shall be disregarded for purposes of the calculation of Actual Monthly Chemical Consumption and Actual Monthly Electricity Consumption and (2) the Project Company shall be excused from its obligation under this Agreement to satisfy the Subject Parameters listed on Annex H-2 (Product Water Contract Standards).
- (ii) If the City requests the Project Company to deliver a Revised Daily Quantity Requested on the same day, the Project Company shall use reasonable efforts to deliver the Revised Daily Quantity Requested. If the Project Company delivers all or any part of a Revised Daily Quantity Requested in accordance with this Section 6.03(d)(ii) (Changes to Daily Plan), (A) the amount of Chemicals and electricity consumed by the Project Company shall be disregarded for purposes of the calculation of Actual Monthly Chemical Consumption and Actual Monthly Electricity Consumption and (B) the Project Company shall be excused from its obligation under this Agreement to satisfy the Subject Parameters listed on Annex H-2 (Product Water Contract Standards).
- (iii) At least five Business Days before the beginning of any calendar month and subject to the limitations set out in <u>Sections 6.03(c)(ii)</u> and <u>(iii)</u> (*Requested Quantities; Daily Plan*), the City may deliver to the Project Company a revised Daily Plan specifying modified Daily Quantities Requested in respect of such calendar month and the remainder of the calendar year thereafter.
- Failure to Deliver Product Water. If the Project Company fails to deliver in full (i) during the Transition Period set forth in Section 6.03(b) (Transition Period), the quantity set forth in the Transition Plan for such day or (ii) after the Transition Period set forth in Section 6.03(b) (Transition Period), (A) the Daily Quantity Requested that the Project Company is required to deliver pursuant to Section 6.03(c) (Requested Quantities; Daily Plan) or (B) if applicable, the Revised Daily Quantity Requested that the Project Company is required to deliver pursuant to Section 6.03(d) (Changes to Daily Plan) (each of (i) and (ii), the "Required Quantity") and, in either case of (i) and (ii), the Project Company is not otherwise excused from its obligation to deliver the Required Quantity pursuant to Section 5.01(o) (City-Directed Curtailments and Shutdowns) or Article X (Relief Events), the City shall draw the deficiency from the City Storage Tanks. The Project Company shall use reasonable efforts to deliver Make-Up Units as promptly as reasonably practicable (and in any event within ten days following the day on which the deficiency occurred, or such longer period agreed to by the City) in an aggregate amount equal to such deficiency in order to replenish the City Storage Tanks. If the Project Company complies with its obligation with respect to the City Storage Tanks as set forth in this Section 6.03(e) (Failure to Deliver Product Water), the Project Company shall have been deemed to have delivered the entire Required Quantity, and the deduction set forth in Section 7.02(b)(ii) (Product Water Shortfalls) shall not be assessed with respect to such deficiency.

- Feedstock Water Daily Plan. Within 30 days of the Project Company's receipt of the Daily Plan, the Project Company shall deliver to the City a daily plan schedule (as such plan may be updated in accordance with this Section 6.03(f) (Feedstock Water Daily Plan), the "Feedstock Water Daily Plan") specifying the daily quantities of Feedstock Water that the Project Company shall require the City to deliver in the upcoming calendar year in order for the Project Company to produce the Daily Quantity Requested. The Project Company may update the Feedstock Water Daily Plan and request the City to deliver a different quantity of Feedstock Water than that set out in the initial Feedstock Water Daily Plan (i) no later than 11:59 pm EST or EDT (as applicable) on the day before a Feedstock Water delivery is scheduled to occur, (A) if the City has requested the Project Company to deliver a different quantity of Product Water than that set out in the Daily Plan for such following day in accordance with Section 6.03(d)(i) (Changes to Daily Plan), (B) if the Project Company is required to comply with Section 6.03(e) (Failure to Deliver Product Water) regarding the delivery of Make-Up Units or (C) if the Project Company is undertaking any scheduled or unscheduled maintenance activities and (ii) as promptly as practicable, after the City has requested the Project Company to deliver a different quantity of Product Water than that set out in the Daily Plan for the day of the City request in accordance with Section 6.03(d)(ii) (Changes to Daily Plan). Within 30 days of the Project Company's receipt of a revised Daily Plan from the City in accordance with Section 6.03(d)(iii) (Changes to Daily Plan), the Project Company shall deliver to the City an updated Feedstock Water Daily Plan taking into account the City's revised Daily Plan.
- that the City shall permit the Project Company to draw Feedstock Water from the City Wellfield with the purpose of satisfying the City's obligation to provide Feedstock Water to the Project Company in accordance with the Feedstock Water Daily Plan. Notwithstanding the foregoing, the City shall be exclusively responsible for the operation and maintenance of the City Wellfield and shall bear any and all risks and liabilities related to any direction the City issues to the Project Company in connection with the drawing of Feedstock Water from the City Wellfield, including, any direction to change or rotate wells or to draw Feedstock Water from wells that do not produce sufficient Feedstock Water to meet the Feedstock Water Daily Plan or that supply Feedstock Water that does not meet the standards set out in Annex G (Feedstock Water Specifications), all of which shall be a Relief Event. At least 120 days before the date on which the Commercial Operation Date is scheduled to occur in accordance with the Project Schedule, the Project Company shall deliver to the City a protocol for the communications between the Project Company and the City in connection with the drawing of Feedstock Water from the City Wellfield, which protocol shall comply with the principles set out in Annex V (Communications Protocol).

Section 6.04 Metering.

- (a) <u>Project Meters</u>. The Project Company shall design, calibrate, test, and install the Project Meters in accordance with the Design Requirements and Construction Standards. Following Final Acceptance, the Project Company shall conduct the routine servicing and maintenance of the Project Meters and appurtenant field mounted instruments, and all major maintenance, repairs and replacements with respect thereto.
- (b) <u>Meter Inspections</u>. The Project Company shall engage a qualified third-party inspection firm to confirm the accurate calibration and proper functioning of the Project Meters within 60 days following each calendar year ending after the Commercial Operation Date. The Project Company shall instruct the inspection firm to perform quarterly inspections and provide copies of the inspection reports promptly to the City and to the Project Company.
- (c) <u>Project Company Estimates During Meter Incapacitation or Testing</u>. To the extent any Project Meter is incapacitated or is being tested (a "**Meter Outage**"), the Project Company shall estimate, as accurately as practicable, based on all available relevant information, the data required by the Project Company to perform the O&M Work and to invoice the City. The Project Company shall utilize

such estimate to perform the O&M Work in accordance with the O&M Standards and shall indicate the basis for such estimate in any invoices delivered to the City.

(d) <u>Extended Project Meter Incapacitation</u>. The Project Company shall repair or replace the relevant Project Meter as soon as practicable if a Meter Outage occurs. If any Meter Outage extends beyond 24 hours, and if the City (i) believes the estimate provided by the Project Company pursuant to <u>Section 6.04(c)</u> (*Project Company Estimates During Meter Incapacitation or Testing*) is inaccurate, and (ii) provides measurements from any City-owned meter that show a difference of not more than 5 MGD from the Project Company's estimate, the City's measurement shall prevail and the Project Company shall revise and re-issue any associated invoices covering any time periods during such Meter Outage. If the City's measurements show a difference of more than 5 MGD from the Project Company's estimate, the Parties shall submit such Dispute for resolution in accordance with the Dispute Resolution Procedure.

ARTICLE VII

PAYMENT FOR PRODUCT WATER

Section 7.01 Availability Payment and Its Components.

(a) <u>Availability Payment</u>.

- (i) Following the Commercial Operation Date, the City shall pay the Project Company (A) for the period between the Commercial Operation Date and the start of the next Contract Month, a *pro rata* amount of the Availability Payment Amount due for the first Contract Month following the Commercial Operation Date in respect of the number of days in such month that the Project was operational, and (B) starting with the first full Contract Month following the Commercial Operation Date, an amount per Contract Month (each such payment, an "Availability Payment") equal to the Availability Payment Amount for such Contract Month in accordance with Section 7.01(b) (O&M Payment and Separate Payment) below.
- (ii) The Availability Payment is a limited obligation of the City, to be paid solely from and secured by Revenues or Net Revenues (each as defined in the Bond Resolution) as and to the extent described in Section 7.01(b) (O&M Payment and Separate Payment). The Project Company shall not have the right to require the City to pay the Availability Payment from other sources available to the City or to require the City to levy ad valorem taxes to make any payment under this Agreement; provided, that the City acknowledges and agrees that all payment obligations of the City under this Agreement consisting of the Separate Payment described below and the City's obligation to pay the Termination Payment pursuant to Section 16.07 (Termination Payments), [shall constitute Subordinated Indebtedness under and as defined in the Bond Resolution and amounts required to be deposited into the Subordinated Indebtedness Account (as defined in the Bond Resolution) pursuant to the Bond Resolution (other than the O&M Payment, which shall constitute Current Expense under and as defined in the Bond Resolution, as set forth in Section 7.01(b) (O&M Payment and Separate Payment))]. 1

(b) O&M Payment and Separate Payment.

(i) The Parties agree that each Availability Payment is comprised of an O&M Payment and a Separate Payment. The "Separate Payment" consists of the scheduled payments of principal and interest pursuant to the Subordinate Bond. The "O&M Payment" consists of the remainder of the Availability Payment.

¹ **NTD:** Source of funds for payment obligations of the City in respect of claims made under the City's self-insurance policies to be confirmed by City.

- (ii) The City shall treat the O&M Payment in all respects as a Current Expense under and as defined in the Bond Resolution and shall pay the O&M Payment from Revenues (as defined in the Bond Resolution) on the same basis as other Current Expenses (as defined in the Bond Resolution) of the City's Water and Sewer System (as defined in the Bond Resolution). The City shall pay the Project Company the O&M Payment, subject to the provisions of Section 7.02 hereof, so long as the Project is operational and the Project Company is delivering Product Water in accordance with the terms of this Agreement (or the Project Company is excused from performing its obligations under this Agreement in accordance with the provisions of Section 5.01(o) (City-Directed Curtailments and Shutdowns), Section 6.01(c) (Conflicting Standards), Section 6.03 (Product Water Quantity) or Article X (Relief Events)).
- (iii) The City shall treat the Separate Payment in all respects as Subordinated Indebtedness under and as defined in the Bond Resolution and shall pay the Separate Payment on the same basis as other Subordinated Indebtedness (as defined in the Bond Resolution) of the City.
- On the Commercial Operation Date, the City shall deliver to the Project Company (A) a duly authorized and executed bond substantially in the form of Annex P (Form of Subordinate Bond) (the "Subordinate Bond") evidencing the City's obligation to repay the Separate Payment, (B) a duly authorized and adopted resolution, which shall serve as a series resolution pursuant to the Bond Resolution (such resolution to be substantially in the standard form of such series resolutions previously adopted by the City, authorizing the issuance of the Subordinate Bond (the "Supplemental **Bond Resolution**") and (C) an opinion of bond counsel to the City, in the standard form of bond counsel opinion previously issued by such bond counsel in connection with other series resolutions adopted by the City pursuant to the Bond Resolution, with respect to the City's authority to issue the Subordinate Bond, the legal, valid and enforceable nature thereof, and (if any portion of the Subordinate Bond is issued as a tax-exempt instrument in accordance with the terms thereof) that the interest on such portion of the Subordinate Bond shall be excluded from the gross income of the holder thereof for U.S. federal income tax purposes. The Parties acknowledge and agree that (1) the Bond Resolution, together with this Agreement, shall constitute a Subordinated Indebtedness Instrument under and as defined in the Bond Resolution that benefits from the pledge of the Net Revenues (as defined in the Bond Resolution) of the City's Water and Sewer System (as defined in the Bond Resolution) pursuant to the Bond Resolution, (2) the Separate Payment shall be a limited obligation of the City payable and secured solely by Net Revenues (as defined in the Bond Resolution) of the City's Water and Sewer System (as defined in the Bond Resolution), (3) the faith and credit of the City shall not be pledged to the payment of the Separate Payment and (4) the issuance of the Subordinate Bond shall not obligate the City to levy or pledge any taxes or to make any appropriation for the payment of the Separate Payment, except as provided in the Bond Resolution and herein.
- (c) <u>Covenants of the City in respect of the Separate Payment</u>. For as long as the Subordinate Bond remains outstanding, the City shall:
- (i) provide notice to the Project Company of any proposed amendment to the Bond Resolution;
- (ii) not modify or rescind the Bond Resolution in a manner that would be materially adverse to the interests of the Project Company as a payee of Current Expenses and Subordinated Indebtedness (each as defined in the Bond Resolution); <u>provided</u>, that if the Project Company has not objected to a proposed amendment on the grounds that such proposed amendment is materially adverse to the interests of the Project Company within 30 days of the City's delivery of such notice, such amendment shall be deemed not to be materially adverse to the interests of the Project Company for purposes of this Section 7.01(c)(ii) (Covenants of the City in respect of the Separate Payment); and

- fix, charge and collect reasonable rates and charges for the use of the services and facilities furnished by the Water and Sewer System (as defined in the Bond Resolution) and, from time to time and as often as it shall appear necessary, to adjust such rates and charges so that, in each case, the Net Revenues (as defined in the Bond Resolution) received in each Fiscal Year (as defined in the Bond Resolution) (excluding from the computation of Current Expenses (as defined in the Bond Resolution) for any Fiscal Year (as defined in the Bond Resolution) any amount received from any source other than Revenues (as defined in the Bond Resolution) and applied to the payment of Current Expenses (as defined in the Bond Resolution) in such Fiscal Year) are sufficient to provide an amount in such Fiscal Year (as defined in the Bond Resolution) at least equal to (A) 125% of the Principal and Interest Requirements (as defined in the Bond Resolution) for such Fiscal Year (as defined in the Bond Resolution) on account of the Bonds (as defined in the Bond Resolution) then Outstanding (as defined in the Bond Resolution) and (B) 100% of all amounts required to be deposited to the Reserve Account (as defined in the Bond Resolution), the Rate Stabilization Account (as defined in the Bond Resolution), the Subordinated Indebtedness Account (as defined in the Bond Resolution) (after taking into account all amounts required to be deposited into the Subordinated Indebtedness Account (as defined in the Bond Resolution) pursuant to Section 7.01(a)(ii) (Availability Payment) of this Agreement) and the Renewal, Replacement and Improvement Account pursuant to clauses (c), (d), (e) and (f) of Section 505 of the Bond Resolution, respectively, for such Fiscal Year (as defined in the Bond Resolution).
- (d) <u>Covenants of the Project Company in respect of the Separate Payment</u>. The Project Company shall not transfer the Subordinate Bond other than as expressly permitted by the terms of the Subordinate Bond.

Section 7.02 <u>Deductions</u>.

- (a) <u>O&M Payment Deductions</u>. Without prejudice to <u>Section 7.07</u> (*Set-off*), the City shall assess deductions to the O&M Payment in respect of any Contract Month as follows:
- (i) in respect of shortfalls in the quantity of Product Water delivered by the Project Company in such Contract Month, as calculated pursuant to <u>Section 7.02(b)</u> (*Product Water Shortfalls*);
- (ii) in respect of Non-Conforming Product Water, to the extent set forth in Section 6.02(a) (Failure to Meet Quality Standards) and as calculated pursuant to Annex H-3 (Non-Conforming Product Water Deductions); and
- (iii) in respect of any other final and undisputed amount the City is owed by the Project Company under this Agreement (excluding, for the avoidance of doubt, any amounts owed by the Project Company to the City pursuant to the terms of the Subordinate Bond).

(b) Product Water Shortfalls.

- (i) If the daily quantity of Product Water made available at the Product Water Delivery Point ("**Daily Quantity Delivered**") meets the Required Quantity, the City shall pay the O&M Payment to the Project Company in full.
- (ii) If the Daily Quantity Delivered is less than the Required Quantity and the Project Company has failed to meet its obligation with respect to the City Storage Tanks in accordance with Section 6.03(e) (Failure to Deliver Product Water), the City shall pay to the Project Company a percentage of the O&M Payment calculated according to the ratio between the Daily Quantity Delivered and the Maximum Daily Requirement.

Section 7.03 Invoicing.

- (a) The Project Company shall provide the City with an invoice for each partial or full Contract Month in respect of amounts due by the City pursuant to Section 7.01 (Availability Payment and Its Components) by the fifteenth Business Day following the end of such Contract Month; provided, that the City's receipt of an invoice from the Project Company shall not be a condition to the payment by the City of the Separate Payment in accordance with the terms of the Subordinate Bond. The invoice shall set forth the Availability Payment Amount (or pro rata portion thereof) due with respect to such Contract Month, calculations of any deductions from the O&M Payment assessed pursuant to Section 7.02 (Deductions) and the aggregate amount of the O&M Payments incurred by the City in the then-current Contract Year to the date of such invoice. The Project Company shall also deliver such other documentation or information as the City may reasonably require to determine the accuracy and appropriateness of the amounts related to the O&M Payment included in such invoice in accordance with this Agreement. The City shall pay the invoice in full within 45 days after the Project Company delivers such invoice to the City, except as provided in Section 7.05 (Billing Statement Disputes).
- (b) If the City fails to make an invoiced Availability Payment when due under <u>Section 7.03(a)</u> (*Invoicing*), interest shall accrue and be payable thereon, as and to the extent provided in <u>Section 7.06</u> (*Interest on Overdue Amounts*).

Section 7.04 Settlement.

- (a) Monthly Tracking Accounts; Annual Settlement.
- Monthly Tracking and Annual Settlement of Electricity Consumption. Subject to Section 5.01(o) (City-Directed Curtailments and Shutdowns), Section 6.03(c) (Requested Quantities; Daily Plan), Section 6.03(d) (Changes to Daily Plan), Section 10.04(a) (Availability Payment Impacts; Monetary Compensation) and the other express terms of this Agreement, the Project Company shall, within ten Business Days following the end of each month ending after the Transition Period set forth in Section 6.03(b) (Transition Period), calculate the Actual Monthly Electricity Consumption and the Guaranteed Maximum Monthly Electricity Consumption for the immediately preceding month. If, in any such month, the Actual Monthly Electricity Consumption is greater than the Guaranteed Maximum Monthly Electricity Consumption, the Project Company shall record a deficit in the Electricity Consumption Tracking Account in the amount of such excess consumption and, conversely, if the Guaranteed Maximum Monthly Electricity Consumption is greater than the Actual Monthly Electricity Consumption, the Project Company shall record a credit in the Electricity Consumption Tracking Account in the amount of such savings; provided, that at the end of each Contract Year, if the balance of the Electricity Consumption Tracking Account is negative, the Project Company shall pay the City an amount calculated in accordance with Annex L-1 (Guaranteed Maximum Electricity Consumption) to compensate the City for such excess consumption. The Electricity Consumption Tracking Account shall be cleared and its balance shall be deemed to be zero at the start of each Contract Year.
- (ii) <u>Monthly Tracking and Annual Settlement of Chemical Consumption.</u> Subject to <u>Section 5.01(o)</u> (*City-Directed Curtailments and Shutdowns*), <u>Section 6.03(c)</u> (*Requested Quantities; Daily Plan*), <u>Section 6.03(d)</u> (*Changes to Daily Plan*), <u>Section 10.04(a)</u> (*Availability Payment Impacts; Monetary Compensation*) and the other express terms of this Agreement, the Project Company shall, within five Business Days following the end of each month ending after the Transition Period set forth in <u>Section 6.03(b)</u> (*Transition Period*), calculate the Actual Monthly Chemical Consumption and the Guaranteed Maximum Monthly Chemical Consumption for the immediately preceding month in respect of each Chemical. If, in any such month, the Actual Monthly Chemical Consumption is greater than the Guaranteed Maximum Monthly Chemical Consumption for any Chemical, the Project Company shall record a deficit in the Chemical Consumption Tracking Account in the amount of such excess consumption

and, conversely, if the Guaranteed Maximum Monthly Chemical Consumption for any Chemical is greater than the Actual Monthly Chemical Consumption, the Project Company shall record a credit in the Chemical Consumption Tracking Account in the amount of such savings; <u>provided</u>, that at the end of each Contract Year, if the balance of the Chemical Consumption Tracking Account is negative, the Project Company shall pay the City an amount calculated in accordance with <u>Annex L-2</u> (*Guaranteed Maximum Chemical Consumption*) to compensate the City for such excess consumption. The Chemical Consumption Tracking Account shall be cleared and its balance shall be deemed to be zero at the start of each Contract Year.

Annual Settlement Statement and Overall Settlement. Within 60 days following the end of each Contract Year, the Project Company shall deliver an annual settlement statement (the "Annual Settlement Statement") to the City setting forth (i) the actual aggregate O&M Payment payable with respect to such Contract Year in accordance with Section 7.02 (Deductions) and a reconciliation of such amount with the amounts actually paid by the City with respect to such Contract Year and (ii) the balances of the Electricity Consumption Tracking Account and the Chemical Consumption Tracking Account at the end of each Contract Month of such Contract Year and at the end of such Contract Year and any amount owed by the Project Company to the City in accordance with Section 7.04(a)(i) (Monthly Tracking and Annual Settlement of Electricity Consumption) or Section 7.04(a)(ii) (Monthly Tracking and Annual Settlement of Chemical Consumption). If any amount is not known definitively at the time the Annual Settlement Statement is due (other than by reason of a dispute pursuant to Section 7.05 (Billing Statement Disputes) that remains unresolved), the Project Company shall include a good faith estimate by the Project Company of such amount. The City or the Project Company, as appropriate, shall pay all amounts not disputed in good faith within 60 days following receipt or delivery, respectively, of the Annual Settlement Statement. Section 7.05 (Billing Statement Disputes) shall apply if the City disputes in good faith any amount included in the Annual Settlement Statement as payable by the City.

Section 7.05 <u>Billing Statement Disputes.</u>

If the City disputes in good faith any amount billed by the Project Company, the City shall pay all undisputed amounts when due but may withhold payment of the disputed amount, and shall provide the Project Company with a written objection indicating the amount being disputed and the reasons then known to the City for the dispute. When any billing dispute is finally resolved, if payment by the City to the Project Company of amounts withheld is required, such payment shall be made within 45 days of the date of resolution of the dispute, together with interest thereon, from the date originally due, determined as provided in Section 7.06 (*Interest on Overdue Amounts*).

Section 7.06 Interest on Overdue Amounts.

If payment of any amount payable by the City or the Project Company under this Agreement is not made when due, simple interest shall be payable on such amount at the Overdue Rate and shall be calculated on the basis of a 365-day year from the date such payment is due (or was determined to have been due, in the case of amounts being disputed by the City) under this Agreement until paid. The Party to whom payment is owed and overdue shall notify the Party liable for such payment at least quarterly of the overdue amount.

Section 7.07 Set-off.

Each of the City and the Project Company may set off any amount due and payable by the other Party under this Agreement against any amount due and payable to such Party under this Agreement; provided, that any amounts so deducted and set off shall not be the subject of a Dispute. Each such Party shall provide the other Party prior written notice of its intention to deduct and set off any amounts in accordance with this Section 7.07 (Set-off). For the avoidance of doubt, the City may not set off any amounts due and payable by the Project Company to the City pursuant to the terms of the Subordinate Bond against any amount due and payable to the City under this Agreement.

ARTICLE VIII

CHANGES IN THE WORK.

Section 8.01 <u>Required Scope Items</u>.

- Pre-Treatment and Booster Pumps Work. Each of the Parties hereby acknowledges and agrees that: (i) the Feedstock Water from the City Wellfield may not meet the specifications (including the minimum flow rate and pressure) set out in Annex G (Feedstock Water Specifications) that are necessary to enable the Project Company to produce Product Water from such Feedstock Water at the quantity and quality specified in Section 6.01 (Product Water Quality Standards) and Section 6.03 (Product Water *Quantity*) on the basis of the existing Design Requirements and Construction Standards, (ii) the City has instructed the Project Company to arrange for the testing of the quality and pressure of the Feedstock Water available from the City Wellfield during [normal City Wellfield operating conditions]² (the "Project Company Feedstock Water Analysis") by a qualified consultant acceptable to the City and at the City's own cost and expense, (iii) the Parties agree that any Revised Feedstock Water Specifications established pursuant to the Project Company Feedstock Water Analysis shall supersede going forward the corresponding values set out as of the Effective Date in Annex G (Feedstock Water Specifications), and (iv) in accordance with and as set forth in Section 8.01(d) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work), the Project Company shall submit to the City certain deliverables to establish the amount of any Extra Work necessary to (1) add pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) add booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G (Feedstock Water Specifications) ((1) and (2), the "Pre-Treatment and Booster Pumps Work").
- OCCT Work. Each of the Parties hereby acknowledges and agrees that: (i) one of the Project Company-Managed Approvals is a permit to construct issued by FDEP pursuant to Chapter 62-555.900, Florida Statutes ("FDEP Construction Permit"), (ii) to obtain such FDEP Construction Permit, Applicable Law requires the Project Company to submit to FDEP an optimal corrosion control treatment study in respect of the Feedstock Water available from the City Wellfield, (iii) the City has instructed the Project Company to arrange for the performance of such study (the "Project Company OCCT Study") by a qualified consultant acceptable to the City and at the City's own cost and expense, (iv) the Parties agree that any Revised Contract Standards established pursuant to the Project Company OCCT Study shall supersede going forward the corresponding values set out as of the Effective Date in Annex H-2 (Product Water Contract Standards), and (v) in accordance with and as set forth in Section 8.01(e) (Procedure for Implementing Changes Related to the OCCT Work), the Project Company shall submit to the City certain deliverables to establish the amount of any Extra Work necessary to treat Feedstock Water from the City Wellfield to the optimal specifications recommended by the Project Company OCCT Study (as reflected in the revised draft of Annex H-2 (Product Water Contract Standards) delivered to the City by the Project Company pursuant to Section 8.01(e) (Procedure for Implementing Changes Related to the OCCT Work)) as required to obtain the FDEP Construction Permit (the "OCCT Work" and, together with the Pre-Treatment and Booster Pumps Work, the "Required Scope Work").
- (c) <u>Schedule and Cost Relief.</u> The City shall be responsible for any Extra Work Costs, the cost of the Project Company Feedstock Water Analysis, the cost of the Project Company OCCT Study and any changes to the Project Schedule deriving from the Required Scope Work as reflected in the Required Scope Work Deliverables; <u>provided</u>, that the City shall only be responsible for any Extra Work Costs related to the DB Costs associated with the Pre-Treatment and Booster Pumps Work (other than the cost of the Project Company Feedstock Water Analysis) up to the Pre-Treatment and Booster Pumps Work

² **NTD:** Under the Sponsors' review and subject to refinement.

Funding Amount Cap. Project Company shall have no responsibility for any deficiency or inaccuracy in the Project Company Feedstock Water Analysis or Project Company OCCT Study as performed by the applicable City-approved qualified consultant. If the City believes the Project Company Feedstock Water Analysis report or Project Company OCCT Study report prepared by the applicable City-approved qualified consultant contains inaccuracies or deficiencies, the City may elect to engage a new qualified consultant, at the City's own cost and expense, to audit the initial Project Company Feedstock Water Analysis or Project Company OCCT Study (respectively), or complete a new Project Company Feedstock Water Analysis or Project Company OCCT Study.

(d) <u>Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work.</u>

- Within 30 days of the Project Company's receipt of relevant data from the (i) Project Company Feedstock Water Analysis, the Project Company shall deliver to the City: (A) a basis of design that provides a description of the changes to the Design Requirements and Construction Standards necessary to produce Product Water meeting the Product Water Quality Guarantee based on the Revised Feedstock Water Specifications ("Partially Revised Design Requirements and Construction Standards"), which, following approval thereof by the City in accordance with this Section 8.01(d) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) and implementation of the amendment to this Agreement set out in Section 8.01(d)(v) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work), shall thereafter constitute the Design Requirements and Construction Standards for all purposes of this Agreement, (B) a description of the changes to Annex G (Feedstock Water Specifications) reflecting the Revised Feedstock Water Specifications, (C) a description of the changes to Annex L-1 (Guaranteed Maximum Electricity Consumption) and Annex L-2 (Guaranteed Maximum Chemical Consumption) arising from the Pre-Treatment and Booster Pumps Work (together, the "Partially Revised Electricity and Chemicals Consumption Calculations") and (D) a description of the incremental increase in O&M Costs associated with the Pre-Treatment and Booster Pumps Work ("PTBPW Incremental O&M Costs" and, together with the Partially Revised Design Requirements and Construction Standards and the Partially Revised Electricity and Chemicals Consumption Calculations, the "Pre-Treatment and Booster Pumps Work Initial Deliverables").
- (ii) The City shall have a period of 14 days from receipt of the Pre-Treatment and Booster Pumps Work Initial Deliverables to approve the same or notify the Project Company in writing of any comments the City may have. The Project Company shall revise such Pre-Treatment and Booster Pumps Work Initial Deliverables and re-submit the same to the City for review of such revisions; provided, that the Project Company shall only be required to incorporate the City's comments to the extent such comments comply with the limitations set out in Section 8.02(b) (City-Initiated Changes) (other than with respect to Section 8.02(b)(v)(C) (City-Initiated Changes), solely to the extent the City agrees to bear such cost). If the City has not provided notice of its approval or any comments to the Project Company prior to the expiry of the aforementioned 14-day period, or in the case of resubmissions of a Pre-Treatment and Booster Pumps Work Initial Deliverable, no later than seven days following such resubmission, the Pre-Treatment and Booster Pumps Work Initial Deliverables shall be deemed to have been approved by the City.
- (iii) Within 14 days of the City's approval (or deemed approval) of the Pre-Treatment and Booster Pumps Work Initial Deliverables, the Project Company shall deliver to the City: (A) a revised Project Schedule updated to reflect the additional time necessary to complete the additional DB Work related to the Pre-Treatment and Booster Pumps Work (the "Partially Revised Project Schedule") and (B) a description of the incremental increase in DB Costs associated with the Pre-Treatment and Booster Pumps Work ("PTBPW DB Costs" and, together with the Partially Revised Project Schedule, the "Pre-Treatment and Booster Pumps Work Subsequent Deliverables"; the Pre-Treatment and Booster Pumps

Work Initial Deliverables and the Pre-Treatment and Booster Pumps Work Subsequent Deliverables being referred to collectively as the "**Pre-Treatment and Booster Pumps Work Deliverables**").

(iv) The City shall have a period of 14 days from receipt of the Pre-Treatment and Booster Pumps Work Subsequent Deliverables to approve the same or notify the Project Company in writing of any comments the City may have. The Project Company shall revise the Pre-Treatment and Booster Pumps Work Subsequent Deliverables and re-submit the same to the City for review of such revisions; provided, that the Project Company shall only be required to incorporate the City's comments to the extent such comments comply with the limitations set out in Section 8.02(b) (City-Initiated Changes) (other than with respect to Section 8.02(b)(v)(C) (City-Initiated Changes), solely to the extent the City agrees to bear such cost). If the City has not provided notice of its approval or any comments to the Project Company prior to the expiry of the aforementioned 14-day period, or in the case of resubmissions of a Pre-Treatment and Booster Pumps Work Subsequent Deliverable, no later than seven days following such resubmission, the Pre-Treatment and Booster Pumps Work Subsequent Deliverables shall be deemed to have been approved by the City.

Within 45 days of the City's approval (or deemed approval) of the Pre-Treatment and Booster Pumps Work Subsequent Deliverables, the Parties shall execute an amendment to this Agreement pursuant to the requirements of Section 18.01(a) (Amendments and Waivers), which shall set forth (A) a revised definition of Scheduled Commercial Operation Date and a revised definition of Commercial Operation Longstop Date, each consistent with the approved Partially Revised Project Schedule, (B) a revised definition of Pre-Treatment and Booster Pumps Work Funding Amount specifying the amount thereof consistent with the approved PTBPW DB Costs, (C) a replacement Annex W (Availability Payment Amount) providing for revised amounts of the Availability Payment consistent with the approved PTBPW Incremental O&M Costs, (D) a replacement Annex L-1 (Guaranteed Maximum Electricity Consumption) and a replacement Annex L-2 (Guaranteed Maximum Chemical Consumption), each consistent with the approved Partially Revised Electricity and Chemicals Consumption Calculations, (E) a replacement Annex M (Design Requirements and Construction Standards) consistent with the approved Partially Revised Design Requirements and Construction Standards, (F) a replacement Annex G (Feedstock Water Specifications) consistent with the Revised Feedstock Water Specifications and (G) any other changes to the terms and conditions this Agreement mutually acceptable to the Parties necessary to enable the Project Company to perform the Pre-Treatment and Booster Pumps Work in accordance with the terms of this Agreement in a manner consistent with the approved Pre-Treatment and Booster Pumps Work Deliverables. The Parties shall also utilize the amendment to this Agreement specified in this Section 8.01(d)(v) (*Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work*) to revise this Section 8.01 (Required Scope Items) so to eliminate the change process set out herein with respect to the Treatment and Booster Pumps Work and all related defined terms.

(e) Procedure for Implementing Changes Related to the OCCT Work.

(i) Within 75 days of the Project Company's receipt of relevant data from the Project Company OCCT Study, the Project Company shall deliver to the City: (A) a further update to the Partially Revised Design Requirements and Construction Standards that provides a description of the additional changes to the PTBPW Design Requirements and Construction Standards necessary to address the recommendations of the Project Company OCCT Study ("Fully Revised Design Requirements and Construction Standards"), which, following approval thereof by the City in accordance with this Section 8.01(e) (Procedure for Implementing Changes Related to the OCCT Work) and implementation of the amendment to this Agreement set out in Section 8.01(e)(v) (Procedure for Implementing Changes Related to the OCCT Work), shall thereafter constitute the Design Requirements and Construction Standards for all purposes of this Agreement, (B) a description of the changes to Annex H-2 (Product Water Contract Standards) reflecting the Revised Contract Standards, (C) a further update to the Partially Revised Electricity and Chemicals Consumption Calculations that provides a description of the additional changes

- to <u>Annex L-1</u> (Guaranteed Maximum Electricity Consumption) and <u>Annex L-2</u> (Guaranteed Maximum Chemical Consumption) arising from the OCCT Work ("Fully Revised Electricity and Chemicals Consumption Calculations") and (D) a description of the incremental increase in O&M Costs associated with the OCCT Work ("OCCTW Incremental O&M Costs" and, together with the Fully Revised Design Requirements and Construction Standards and the Fully Revised Electricity and Chemicals Consumption Calculations, the "OCCT Work Initial Deliverables").
- (ii) The City shall have a period of 14 days from receipt of the OCCT Work Initial Deliverables to approve the same or notify the Project Company in writing of any comments the City may have. The Project Company shall revise such OCCT Work Initial Deliverables and re-submit the same to the City for review of such revisions; provided, that the Project Company shall only be required to incorporate the City's comments to the extent such comments comply with the limitations set out in Section 8.02(b) (City-Initiated Changes) (other than with respect to Section 8.02(b)(v)(C) (City-Initiated Changes), solely to the extent the City agrees to bear such cost). If the City has not provided notice of its approval or any comments to the Project Company prior to the expiry of the aforementioned 14-day period, or in the case of resubmissions of an OCCT Work Initial Deliverable, no later than seven days following such resubmission, the OCCT Work Initial Deliverables shall be deemed to have been approved by the City.
- (iii) Within 14 days of the City's approval (or deemed approval) of the OCCT Work Initial Deliverables, the Project Company shall deliver to the City: (A) a further update to the Partially Revised Project Schedule that reflects the additional time necessary to complete the additional DB Work related to the Pre-Treatment and Booster Pumps Work (the "Fully Revised Project Schedule") and (B) a description of the incremental increase in DB Costs associated with the OCCT Work ("OCCTW DB Costs" and, together with the Fully Revised Project Schedule, the "OCCT Work Subsequent Deliverables"; the OCCT Work Initial Deliverables and the OCCT Work Subsequent Deliverables being referred to collectively as the "OCCT Work Deliverables").
- (iv) The City shall have a period of 14 days from receipt of the OCCT Work Subsequent Deliverables to approve the same or notify the Project Company in writing of any comments the City may have. The Project Company shall revise the OCCT Work Subsequent Deliverables and resubmit the same to the City for review of such revisions; provided, that the Project Company shall only be required to incorporate the City's comments to the extent such comments comply with the limitations set out in Section 8.02(b) (City-Initiated Changes) (other than with respect to Section 8.02(b)(v)(C) (City-Initiated Changes), solely to the extent the City agrees to bear such cost). If the City has not provided notice of its approval or any comments to the Project Company prior to the expiry of the aforementioned 14-day period, or in the case of resubmissions of an OCCT Work Subsequent Deliverable, no later than seven days following such resubmission, the OCCT Work Subsequent Deliverables shall be deemed to have been approved by the City.
- Work Subsequent Deliverables, the Parties shall execute an amendment to this Agreement pursuant to the requirements of Section 18.01(a) (Amendments and Waivers), which shall set forth (A) a revised definition of Scheduled Commercial Operation Date and a revised definition of Commercial Operation Longstop Date, each consistent with the approved Finally Revised Project Schedule, (B) a revised definition of OCCT Work Funding Amount specifying the amount thereof consistent with the approved OCCTW DB Costs, (C) a replacement Annex W (Availability Payment Amount) providing for revised amounts of the Availability Payment consistent with the approved OCCTW Incremental O&M Costs, (D) a replacement Annex L-1 (Guaranteed Maximum Electricity Consumption) and a replacement Annex L-2 (Guaranteed Maximum Chemical Consumption), each consistent with the approved Fully Revised Electricity and Chemicals Consumption Calculations, (E) a replacement Annex M (Design Requirements and Construction Standards) consistent with the approved Fully Revised Design Requirements and Construction Standards, (F) a replacement Annex H-2 (Product Water Contract Standards) consistent with the Revised Contract

Standards and (G) any other changes to the terms and conditions this Agreement mutually acceptable to the Parties necessary to enable the Project Company to perform the OCCT Work in accordance with the terms of this Agreement in a manner consistent with the approved OCCT Work Deliverables. The Parties shall also utilize the amendment to this Agreement specified in this Section 8.01(e)(v) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) to delete this Section 8.01 (Required Scope Items) in its entirety and all associated defined terms.

(f) Open Book Basis; Disputes. The Project Company shall conduct all discussions with the City with respect to the Required Scope Work Deliverables and shall share with the City all data, documents and information pertaining thereto, on an Open Book Basis. Any Dispute arising between the City and the Project Company in relation to any Required Scope Work Deliverable may be referred by either Party for resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any comments or approval in connection with a disputed Required Scope Work Deliverable pending the resolution of such Dispute pursuant to the Dispute Resolution Procedure.

Section 8.02 <u>City-Initiated Changes.</u>

- (a) The City shall have the right to make, at any time prior to or during the progress of the Work, alterations or changes in the Work as the City may find reasonably necessary to ensure proper functionality of the Project (each, a "City Change"), subject to the limitations set forth in Section 8.02(b) (City-Initiated Changes). The City shall compensate the Project Company for any such City Changes and the Project Company shall be entitled to an extension of the Scheduled Commercial Operation Date and the Commercial Operation Longstop Date in connection with any delays in the performance of the DB Work associated with the implementation of any such City Changes, in each case in accordance with Article X (Relief Events). Such City Changes shall not constitute a breach of or invalidate this Agreement. The Project Company agrees to perform the Work, as altered or changed, as if the same had been a part of this Agreement originally. Any such City Change shall be the subject of a written Change Proposal in accordance with Section 8.04 (Procedures for Implementing Changes to the Work).
- (b) The City shall not, in the exercise of any of its rights hereunder, at any time during the Term require, and the Project Company may refuse to implement, a City Change which: (i) would be contrary to Applicable Law or Good Management Practice; (ii) would render any policy of Required Insurance void or voidable (unless the City agrees to provide replacement insurance or other security reasonably satisfactory to the Project Company); (iii) would cause the revocation of any Governmental Approval required for the Project Company to perform its obligations under this Agreement; (iv) would require a new Governmental Approval for the Project Company to perform the Project Company's obligations under this Agreement which Governmental Approval would not, using reasonable efforts, be obtainable; or (v) would materially and adversely affect (A) the risk allocation among the Parties under this Agreement, (B) the Project Company's ability to perform (including any material increase in the risk of non-performance of) the Project Company's obligations under this Agreement or (C) the Project Company's cost of performance under this Agreement with respect to the Work.
- (c) The City shall enter into any agreement reasonably requested by the Project Company to protect the Project Company's rights under this <u>Section 8.02</u> (*City-Initiated Changes*) in connection with a proposed City Change.

(a) At any time during the Term, the Project Company may request the City to approve modifications to the Design Requirements and Construction Standards or the O&M Standards that, in the Project Company's opinion, would improve the efficiency or value of the Project, enable the Project Company to better manage the risks assumed by it under this Agreement or otherwise benefit the City (each,

- a "**Project Company Change**"). Any such Project Company Change shall be the subject of a written Change Proposal in accordance with <u>Section 8.04</u> (*Procedures for Implementing Changes to the Work*).
- (b) The City, in its sole discretion may accept or reject any Project Company Change. If such Project Company Change is accepted by the City, the Project Company shall implement the change in accordance with all applicable Project Requirements (as amended pursuant to <u>Section 8.04</u> (*Procedures for Implementing Changes to the Work*), if applicable, to reflect the City-approved Project Company Change).
- (c) Unless agreed otherwise, the Project Company shall be solely responsible for payment of any increased DB Costs, additional risks and any Project Schedule delays or other impacts resulting from a Project Company Change accepted by the City.

Section 8.04 <u>Procedures for Implementing Changes to the Work.</u>

- (a) When either the City or the Project Company requests a change as set forth in Section 8.02 (City-Initiated Changes) or Section 8.03 (Project Company-Initiated Changes), the Project Company shall prepare a written notice of such change in a Change Proposal, and submit such Change Proposal to the City to allow reasonable opportunity to review and comment upon, such Change Proposal. The Change Proposal shall contain:
- (i) sufficient information for the City and the Project Company to determine that the applicable change: (1) does not diminish the capacity of the Project to be operated so as to meet the Product Water delivery obligations set forth in <u>Article VI</u> (*Delivery of Product Water*); (2) does not impair the safety, quality, integrity, durability and reliability of the Project; and (3) is technically feasible;
- (ii) in the case of any proposed City Change, (x) sufficient information for the City and the Project Company to determine that the applicable change meets the limitations set forth in Section 8.02 (City-Initiated Changes) and (y) the Project Company's detailed estimate of the cost impact of the requested change; and
- (iii) details of how the proposed change will impact the Project, including any schedule impact with respect to a change that is proposed prior to the Commercial Operations Date.
- (b) The Parties shall negotiate each Change Proposal in good faith until each Party is satisfied that the conditions of Section 8.04(a) (Procedures for Implementing Changes to the Work) and (in the case of a proposed City Change) Section 8.02 (City-Initiated Changes) are satisfied. Any such Change Proposal, as accepted or modified by the City and the Project Company and any related change in the terms and conditions of this Agreement, shall be memorialized in a signed writing pursuant to the requirements of Section 18.01(a) (Amendments and Waivers).

ARTICLE IX

INSURANCE

Section 9.01 Required Insurance Policies and Coverage.

(a) The Project Company shall obtain and maintain, or cause the DB Contractor and the O&M Contractor to obtain and maintain, during the Term, insurance for the Project at its sole cost and expense, and strictly in accordance with the minimum coverage requirements and terms of coverage as set out in Parts 1 and 2 of Annex K (Required Insurance) (the "Project Company Required Insurance"). The Project Company shall obtain the Project Company Required Insurance as set forth on Annex K (Required Insurance) by the dates set forth therein; provided, that the Project Company must obtain the Project Company Required Insurance in respect of the DB Period within 30 days after the Effective Date.

- (b) The City shall obtain and maintain during the Term, insurance for the Project at its sole cost and expense, and strictly in accordance with the minimum coverage requirements and terms of coverage (including in respect of any permitted self-insurance) as set out in <u>Annex K</u> (*Required Insurance*) as the City's responsibility (the "City Required Insurance"). The City shall obtain the City Required Insurance as set forth on <u>Annex K</u> (*Required Insurance*) by the dates set forth therein.
- (c) The Insurance Providing Party shall bear the risk that the premiums payable or the terms and conditions for insuring the risks to be covered thereby in connection with Required Insurance required to be obtained and maintained hereunder by such Insurance Providing Party are to any degree in excess or more burdensome than the premiums, terms and conditions existing on the date of this Agreement.
- (d) If an Insurance Providing Party fails to pay or cause to be paid any premium for Project Company Required Insurance or City Required Insurance, as applicable, or if any Insurer cancels a Required Insurance policy and the Insurance Providing Party fails to obtain replacement coverage within 15 days after notice from the Non-Insurance Providing Party, the Non-Insurance Providing Party may pay such premium or procure similar insurance coverage from another Insurer, by providing simultaneous notice of such action to the Insurance Providing Party, and upon such payment and notice the amount thereof shall be immediately reimbursable to the Non-Insurance Providing Party from the Insurance Providing Party. The failure of the City or the Project Company to obtain and maintain any Required Insurance shall not relieve such Party of its liability for any losses, be a satisfaction of any liability hereunder or in any way limit, or modify or satisfy such Party's obligations hereunder.

Section 9.02 <u>Prosecution of Claims</u>.

- (a) Unless otherwise directed by the Non-Insurance Providing Party in writing with respect to the Non-Insurance Providing Party's insurance claims, each Insurance Providing Party shall be responsible for reporting and processing all potential claims by such Insurance Providing Party or by the Non-Insurance Providing Party against the Required Insurance required to be obtained and maintained hereunder by such Insurance Providing Party. Each Insurance Providing Party agrees to report timely to the Insurers any and all matters which may give rise to an insurance claim by such Insurance Providing Party or the Non-Insurance Providing Party and to promptly and diligently pursue such insurance claims in accordance with the claims procedures specified in such policies, whether for defense or indemnity or both. Each Insurance Providing Party shall enforce all legal rights against the Insurer under the applicable Required Insurance and Applicable Law in order to collect thereon, including pursuing necessary litigation and enforcement of judgments; provided, that the Insurance Providing Party shall be deemed to have satisfied this obligation if a judgment is not collectible through the exercise of lawful and diligent means.
- (b) Each Non-Insurance Providing Party agrees to promptly notify the Insurance Providing Party of incidents, potential claims and matters which may give rise to an insurance claim under Required Insurance under the responsibility of such Insurance Providing Party, to tender to the Insurer the Non-Insurance Providing Party's defense of the claim (if applicable) under such Required Insurance and to cooperate with the Insurance Providing Party as necessary for the Insurance Providing Party to fulfill its duties hereunder.
- (c) If the Project Company has not performed its obligations with respect to insurance coverage set forth in this Agreement or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the Required Insurance or to prosecute claims diligently, then for purposes of determining the Project Company's liability and the limits thereon or determining reductions in compensation due from the City to the Project Company on account of available insurance, the Project Company shall be treated as if the Project Company has elected to self-insure up to the full amount of insurance coverage which would have been available had the Project Company performed such obligations.

- (d) If an Insurer providing any of the Required Insurance required by this Agreement becomes the subject of bankruptcy proceedings, becomes insolvent or is the subject of an order or directive limiting its business activities given by any Governmental Authority, including the State Office of Insurance Regulation, the applicable Insurance Providing Party shall exercise best efforts to promptly and at its own cost and expense secure alternative coverage in compliance with the insurance requirements contained in Annex K (Required Insurance) so as to avoid any lapse in insurance coverage.
- (e) If in any instance the Insurance Providing Party has not promptly performed its obligation to report to applicable Insurers and process any potential insurance claim tendered by the Non-Insurance Providing Party, then the Non-Insurance Providing Party may report the claim directly to the Insurer and thereafter seek coverage under the relevant policy.
- (f) If the Project Company makes a claim against the City under any City Required Insurance that the City has elected to self-insure in accordance with Annex K (Required Insurance), the City shall pay to the Project Company, promptly after the City's receipt of the Project Company's claim, the covered amount in respect of such claim owed by the City to the Project Company in accordance with Annex K (Required Insurance).

Section 9.03 Application of Insurance Proceeds.

- Subject to Section 9.03(b) (Application of Insurance Proceeds), all insurance proceeds received by the Project Company for physical property damage to the Project under any Required Insurance under Annex K (*Required Insurance*), other than any business interruption or delay in startup insurance maintained by the Project Company whether or not as part of such Required Insurance, shall be first applied by the Project Company to repair, reconstruct, rehabilitate, restore, renew, reinstate and replace each part or parts of the Project in respect of which such proceeds were received. In such event, if the Project suffers damage or destruction that is likely to cost more than \$5,000,000 to repair and restore, the Project Company shall produce a plan to repair and restore the Project to at least the character or condition thereof existing immediately prior to the damage or destruction, in compliance with Applicable Law, which plan shall be subject to the City's review and approval. Subject to the arrangements in Section 9.02(c) (Prosecution of Claims) (insofar as the Project Company is obligated to maintain property insurance for the Project as part of the Project Company Required Insurance), any obligation the Project Company may have under this Agreement to repair and restore the Project shall apply only if, when and to the extent that the Project Company receives the proceeds of property insurance covering the Project under any Required Insurance under Annex K (Required Insurance), other than any business interruption or delay in startup insurance maintained by the Project Company whether or not as part of such Required Insurance, are made available to the Project Company. In the event any such insurance proceeds are received following and during the continuance of a Project Company Default, such proceeds shall be (i) retained by the Project Company, to be applied within 60 days of receipt to restore the Project and remediate any outstanding Project Company Default and, to the extent not so applied, (ii) paid to the City.
- (b) If the Project Company receives proceeds of Required Insurance in connection with a Relief Event (other than any business interruption or delay in startup insurance maintained by the Project Company whether or not as part of such Required Insurance) and the City has already funded the Extra Work Costs arising from such Relief Event in accordance with Section 10.04 (Consequences of Relief Event), the Project Company shall, promptly following receipt of such Required Insurance proceeds, turn over such proceeds to the City.

Section 9.04 Property Damage Caused by Named Windstorm or Terrorism.

(a) Subject to the provisions in this <u>Section 9.04</u> (*Property Damage Caused by Named Windstorm or Terrorism*) the City shall, in addition to any obligation the City may have under this <u>Article IX</u> (*Insurance*) to timely report and submit any claim of the City or the Project Company against Required

Insurance maintained by the City in accordance with this Agreement, as of the Completion Date and continuing throughout the Term, pay for the Extra Work Costs to repair or replace tangible property damage to the Project caused by a Named Windstorm or Terrorism. However, the City shall not be required to pay for the Extra Work Costs to repair or replace tangible property damage to any tools, machinery, equipment, protective fencing, job trailers or other items used in the performance of the Work but not intended for permanent installation into the Project that is caused by a Named Windstorm or Terrorism.

If tangible property damage to the Project is caused by a Named Windstorm or Terrorism, the Project Company shall, within five Business Days of such occurrence, submit to the City written notice thereof. Together with any Relief Event Claim the Project Company is required to submit in accordance with Section 10.02(d) (Relief Event Claims), or within a longer period of time as the City and the Project Company agree is reasonable under the circumstances notwithstanding the terms of Section 10.02(d) (Relief Event Claims), the Project Company shall submit to the City complete written and photographic documentation supporting its Relief Event Claim, and provide detailed quantification of the damages caused thereby. Such written documentation shall include detailed identification of the tangible property damage, the scope of necessary repair work, the proposed approach to performing the necessary repair work, and the projected costs of repair together with a supporting cost-loaded repair schedule. The City shall within 21 days, or such extended period of time as the City and the Project Company agree is reasonable under the circumstances, evaluate the documentation supplied by the Project Company and, without prejudice to the Project Company's rights under Section 10.04 (Consequences of Relief Event), provide the City's provisional determination of the cost to repair the tangible property damage to the Project. The Project Company shall comply with any City request for explanation, elaboration or additional information reasonably necessary to facilitate the City's analysis.

ARTICLE X

RELIEF EVENTS

Section 10.01 General Responsibilities of the Parties.

Wherever this Agreement expressly provides that the Project Company is entitled to seek additional compensation, time extension or other relief in respect of a Relief Event, the provisions of this Article X (Relief Events) shall apply. The Project Company unconditionally and irrevocably waives the right to any claim against the City and its successors, assigns, agencies, divisions, officeholders, officers, directors, commissioners, agents, representatives, consultants and employees, for any monetary compensation, schedule or other relief with respect to the occurrence of Relief Events except in accordance with this Article X (Relief Events). The provisions of this Section 10.01 (General Responsibilities of the Parties) shall not limit the Project Company's rights under Article XVII (Governing Law; Dispute Resolution); provided, that no award of compensation or damages shall be duplicative and, except as set forth in Section 10.04(a)(ii) (Availability Payment Impacts; Monetary Compensation), no change to the Availability Payment shall occur.

Section 10.02 Relief Event Claims.

(a) The Project Company shall comply with the claims procedures and requirements set forth in Sections 10.02(b) and (d) (Relief Event Claims). The Project Company's compliance with Sections 10.02(b) and (d) (Relief Event Claims) shall be a condition precedent to the Project Company's right to receive any compensation, time extension or other relief under Section 10.04 (Consequences of Relief Event) in connection with such Relief Event, and failure by the Project Company to comply with Sections 10.02(b) or (d) (Relief Event Claims) shall constitute a full, complete, absolute and irrevocable waiver by the Project Company of its right to receive any such relief in connection with such Relief Event; provided, that any delay in providing the required notices shall not constitute a waiver of the Project

Company's rights under this <u>Article X</u> (*Relief Events*) to the extent the City's rights hereunder are not prejudiced by such delay.

- (b) Within twenty Business Days of the Project Company first becoming aware of the occurrence of a Relief Event, the Project Company shall notify the City in writing (a "Claim Notice") of the Project Company's intention to make a claim with respect to such Relief Event, setting forth in reasonable detail, to the extent such information is then available: (i) the nature and date of occurrence of the Relief Event; (ii) the nature of any Extra Work resulting or anticipated to result therefrom; (iii) the commencement date of any delay and the key workstreams affected by such delay; (iv) the Project Company's preliminary estimate of Extra Work Costs, and length of delay of key workstreams, including any extension sought of any Completion Deadline; and (v) a description of any other relief sought from the Project Company's obligations under this Agreement. The Project Company shall provide the City periodic updates, together with further details and supporting documentation, as it receives or develops additional information pertaining to a Relief Event. In particular, the Project Company shall notify the City as soon as the Relief Event has ceased and of the time performance of the Project Company's affected obligations can be resumed.
- (c) Upon submitting a Claim Notice, the Project Company shall keep daily records of all labor, material and equipment costs incurred for operations affected by the Relief Event. The Project Company shall identify in such daily records each operation and specific location affected by the Relief Event. The City may also keep records of all labor, material and equipment used on the operations affected by the Relief Event. The Project Company shall provide to the City a copy of the Project Company's daily records on a weekly basis and shall be entitled to receive a copy of the City's daily records upon written request. Copies of daily records to be provided hereunder shall be provided at no cost to the recipient.
- (d) As a condition precedent to any entitlement of the Project Company to additional compensation, time extension or other relief under Article X (Relief Events), the Project Company shall submit a written claim, certified by an Authorized Representative of the Project Company (a "Relief Event Claim") to the City with respect to the Relief Event that is the subject of the Claim Notice not later than the date which is the earliest to occur of the following: (x) 30 days following elimination of the subject delay, if applicable; (y) 180 days following Final Acceptance, if the Relief Event Claim arises out of DB Work; and (z) if applicable, expiry of the statutory limitations set out in Florida Statutes § 255.05(10). The Project Company shall include in the Relief Event Claim, at a minimum, the following information:
- (i) a detailed description of the Relief Event, including the date(s) on which the Relief Event occurred or when conditions resulting in the Relief Event Claim became evident, and dates, locations and items of Work affected by the Relief Event;
- (ii) identification of all pertinent documents and the substance of any material oral communications relating to such Relief Event Claim and the name of the Persons making such material oral communications;
- (iii) identification of the provisions of this Agreement which support the Relief Event Claim and a statement of the reasons why such provisions support the Relief Event Claim;
- (iv) if the Project Company is seeking relief for the City's alleged breach of this Agreement, the Project Company shall identify the provisions of this Agreement which allegedly have been breached and the actions constituting such breach;
- (v) a detailed compilation of the amount of any compensation sought and a breakdown of the amount sought as follows: (A) documented additional cost of materials and supplies; (B) a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each; (C) to the extent applicable, documented costs of idle equipment cost and indirect costs, expenses

and profit thereon; (D) any other additional direct costs or damages and the documentation in support thereof; and (E) any additional indirect costs or damages and the documentation in support thereof;

- (vi) any effect of the Relief Event on the Project Company's ability to perform any of its obligations under this Agreement that would otherwise result in a Project Company Default, assessment of monetary deductions for Non-Conforming Product Water or other O&M Payment adjustments under Section 7.02(a) (O&M Payment Deductions) or assessment of liquidated damages under Section 4.10(a) (Scheduled Commercial Operation Date), as applicable, and include details of the relevant obligations, the effect on each such obligation, the duration of that effect and the relief sought under Section 10.04 (Consequences of Relief Event);
- (vii) an explanation of the measures the Project Company has taken to mitigate the consequences of the Relief Event, including steps taken in accordance with Good Management Practice; and
- (viii) the type and amount of insurance applicable and amounts that have been or are anticipated to be collected under such insurance.
- (e) If the City disagrees with the Project Company's entitlement to a Relief Event or the amount of time or cost relief claimed in the Relief Event Claim by the Project Company, the City shall notify the Project Company in writing of such disagreement within 30 days following the delivery of the Relief Event Claim and the Project Company and the City shall commence good faith negotiations to resolve the Dispute within 120 days following the delivery of the City's notice of disagreement. If the Dispute cannot be resolved within such 120 days, either Party may submit the Dispute for resolution pursuant to Article XVII (Governing Law; Dispute Resolution); provided, that the City shall proceed to make payment to the Project Company of the undisputed portion of the Relief Event Claim (if applicable) in accordance with Section 10.04(a) (Availability Payment Impacts; Monetary Compensation) and any undisputed schedule extension shall be granted, in each case without regard to the Dispute Resolution Procedure.

Section 10.03 Mitigation; Insurance.

- (a) The Project Company shall take all steps necessary on a commercially reasonable basis to mitigate the consequences of any Relief Event, including all steps that would generally be taken in accordance with Good Management Practice.
- (b) Any entitlement of the Project Company to compensation with respect to a Relief Event shall be net of: (i) all insurance proceeds received by the Project Company pursuant to any Required Insurance (inclusive of the Project Company's obligation to pay any applicable deductible with respect to Required Insurance under the Project Company's responsibility but not under the City's responsibility hereunder); (ii) any amounts which the Project Company is deemed to have self-insured pursuant to Section 9.02(c) (Prosecution of Claims) and (iii) any Extra Work Costs that can reasonably be mitigated by the Project Company acting in accordance with Section 10.03(a) (Mitigation; Insurance).

Section 10.04 Consequences of Relief Event.

- (a) Availability Payment Impacts; Monetary Compensation.
- (i) If a Relief Event occurs, the City shall pay an amount equal to Extra Work Costs actually incurred by the Project Company as a result of the Relief Event in the performance of the Project Company's contractual obligations, including due to undertaking Extra Work (as specifically set forth in the Relief Event Claim).

- (ii) In addition to any compensation to which the Project Company is entitled under Section 10.04(a)(i) (Availability Payment Impacts; Monetary Compensation), in the case where the Commercial Operation Date is delayed due to a Relief Event, from and after the Commercial Operation Date the Availability Payment Amount shall be increased by an amount equal to the return that the Project Company would have earned, assuming a 6% rate of return, on the Availability Payments that the Project Company would otherwise have invoiced the City (pursuant to Section 7.03 (Invoicing)) for each Contract Month (or portion thereof) following the date on which the Commercial Operation Date would otherwise have occurred but for the Relief Event until the date when the Commercial Operation Date is achieved and payment of such increased Availability Payment is made, as reflected on a revised Annex W (Availability Payment Amount) provided to the City by the Project Company, such revision subject to approval by the City, such approval not to be unreasonably delayed or withheld, and applicable hereunder thereafter.
- (iii) In addition to any compensation to which the Project Company is entitled under Sections 10.04(a)(i) or (ii) (Availability Payment Impacts; Monetary Compensation), on any day that a Relief Event has occurred and is continuing and during the period necessary for the Project Company to resume normal operation of the Project in compliance with Applicable Law after such Relief Event has abated, the amount of Chemicals and electricity utilized by the Project Company in the performance of its obligations under this Agreement on such day shall be disregarded for purposes of the calculation of Actual Monthly Chemical Consumption and Actual Monthly Electricity Consumption, respectively. In the case where a Relief Event results in a permanent increase in the amount of electricity or Chemicals required, the Guaranteed Maximum Monthly Electricity Consumption or Guaranteed Maximum Monthly Chemical Consumption (as applicable) shall be increased by the amount of such permanent increase, which increased amount shall be applicable hereunder thereafter.
- (iv) The City shall compensate the Project Company for Extra Work Costs as progress payments invoiced as such Extra Work is completed. The Project Company shall provide the City with an invoice for each Contract Month in which such Extra Work is completed by the fifteenth Business Day following the end of such Contract Month, and the City shall pay such invoice in full within 45 days after the Project Company delivers the invoice to the City.
- (b) <u>Extension of Scheduled Deadlines; Damages for Delay.</u> If a Relief Event occurs during the DB Period, the Parties agree that the Scheduled Commercial Operation Date and the Commercial Operation Longstop Date, as specifically set out in the relevant Relief Event Claim, shall be extended day-for-day for any delays in the performance of the DB Workt.
- (c) Exemption from Legal Standards and Contract Standards. If a Relief Event occurs that would impact the Project Company's ability to comply with Legal Standards or Contract Standards with respect to its delivery of Product Water, the Project Company shall be excused for its inability to comply with such obligations resulting from the Relief Event and no deductions pursuant to Section 7.02(a) (O&M Payment Deductions) shall be assessed for the duration of the Relief Event or the consequences thereof (as such is specifically set out in the Relief Event Claim).
- (d) <u>Exemption from Daily Quantities</u>. If a Relief Event occurs that would impact the Project Company's ability to deliver the Required Quantity for any given day during the continuation of the Relief Event (or the effects thereof), the Project Company shall be excused for its inability to comply with such obligations resulting from the Relief Event and no deductions pursuant to <u>Section 7.02(b)</u> (*Product Water Shortfalls*) shall be assessed for the duration of the Relief Event or the consequences thereof (as such is specifically set out in the Relief Event Claim).
- (e) <u>Other Exemptions</u>. The Parties agree that the Project Company shall be excused from complying with any of its other obligations under this Agreement that is directly affected by the occurrence of a Relief Event, and no deductions shall be assessed, or other remedies enforced, on account

of such noncompliance (to the extent specifically set out in the Relief Event Claim); <u>provided</u>, that the occurrence of a Relief Event shall not excuse the Project Company or the City from timely payment of monetary obligations pursuant to this Agreement or, except as set forth in <u>Section 10.04</u> (*Consequences of Relief Event*), from compliance with the Project Requirements.

(f) <u>Feedstock Water Deviations</u>.

- (i) <u>Significant Modification; Corrective Measures</u>. If, following a Feedstock Water Deviation, the Project Company is not able to operate the Project and produce Product Water as required by this Agreement without the City implementing a Significant Modification:
 - (A) City may elect to implement such Significant Modification at its own cost and shall be entitled to interrupt or suspend the operation of the Project and production of Product Water as shall be reasonably necessary for effecting the Significant Modification; <u>provided</u>, that City shall pay to the Project Company (1) the reasonably documented preservation, demobilization and remobilization costs arising from such interruption or suspension and (2) a *pro rata* portion of the Availability Payment Amount applicable to the relevant Contract Month for each day of interruption or suspension; or
 - (B) City may elect not to implement any Significant Modification, and the Project Company shall continue to operate the Project, taking all such reasonable steps and measures (including the implementation of variations and/or additions to the Project equipment), whether temporary, permanent, continuous or recurring, as shall be required for eliminating, reducing or overcoming the adverse effect of such Feedstock Water Deviation on the Project's equipment and for achieving production of Product Water as required by this Agreement ("Corrective Measures"). The Corrective Measures proposed to be taken by the Project Company shall require the prior approval of City, which approval shall not be unreasonably withheld, conditioned or delayed. The City shall compensate the Project Company for such Corrective Measures, including the cost of any additional equipment required in order to implement the Corrective Measures, as Extra Work Costs pursuant to Section 10.04(a)(i) (Availability Payment Impacts; Monetary Compensation).
 - (C) Following the occurrence of a Feedstock Water Deviation and, subsequently, following the implementation of such Corrective Measures and/or Significant Modification pursuant to Sections 10.04(f)(i)(A) and/or (B) (Significant Modification; Corrective Measures), the City and the Project Company shall mutually agree the testing procedure that the Project Company shall undertake to verify and reestablish the Project's performance.
- (ii) If the operation of the Project following the occurrence of a Feedstock Water Deviation could reasonably be expected to cause significant damage to the Project's equipment, the Project Company may suspend the operation of the Project until the potential of such damage is removed or ameliorated (so long as such action is justified in light of the extent of such reasonably-expected damage). If the Parties disagree on the reasonableness of the Project Company's determination to suspend the operation of the Project, either Party may refer the disagreement to resolution in accordance with the Dispute Resolution Procedure (and the operation of the Project shall remain halted until a final resolution is obtained in accordance with the Dispute Resolution Procedure). The City shall pay to the Project Company (1) the reasonably documented preservation, demobilization and remobilization costs arising from such interruption or suspension and (2) a *pro rata* portion of the Availability Payment Amount applicable to the relevant Contract Month for each day of such suspension of operations. Any suspension of operation of the Project where the Feedstock Water Deviation is outside the manufacturer's recommended parameters for the membranes shall be deemed to be reasonable.

ARTICLE XI

FINANCING PLAN

Section 11.01 Project Company Funding. The Project Company shall request and the Equity Providers shall make, in response to any such request from the Project Company and on a *pro rata* basis according to each Equity Provider's Percentage Interest, from time to time, Capital Contributions in an aggregate amount equal to the Project Company Funding Amount (the "**Equity Provider Funding Contributions**"). The Project Company shall apply such Equity Provider Funding Contributions toward the payment of Project Costs. The Project Company shall notify the City at least 15 days in advance of the Project Company Funding Amount being fully spent on Project Costs, and shall deliver to the City such back-up documentation and detail as the City may reasonably request.

Section 11.02 City Funding.

- (a) The City shall make available to the Project Company, from sources available to the City, an aggregate amount equal to 75% of the Aggregate Project Costs (the "Base City Funding"). Any increase in Aggregate Project Costs shall be the Project Company's responsibility, subject to the Project Company's entitlement to Extra Work Costs following the occurrence of a Relief Event pursuant to Article X (Relief Events).
- (b) In addition to the amounts set forth in Section 11.02(a) (City Funding), the City shall pay, from Net Revenues (as defined in the Bond Resolution) or other non-ad valorem sources legally available to the City, 100% of each of the Modified Water Standards Funding Amount (subject to the Modified Water Standards Funding Amount Cap), the Pre-Treatment and Booster Pumps Work Funding Amount Cap), the OCCT Work Funding Amount and the Second Disposal Well Funding Amount. The remainder of the Modified Water Standards Funding Amount above the Water Standards Funding Amount Cap and the Pre-Treatment and Booster Pumps Work Funding Amount Cap shall be paid by the Project Company.
- (c) All City Funding Amounts shall be made available to the Project Company on a progress payment basis at such times and in such amounts as the Project Company may request in accordance with Section 11.03 (City Funding Amount Payments). The City shall be entitled to apply any grants, subsidies or other aids in contractions that it receives in its discretion, provided, that the application of any such grants, subsidies or other aids towards the City's obligation to provide City Funding Amounts shall not adversely affect the Project Schedule or impose additional Work costs on the Project Company.

Section 11.03 City Funding Amount Payments.

- (a) As a condition to any payment by the City of City Funding Amounts, the Project Company shall first submit to the City a funding request substantially in the form attached hereto as <u>Annex U</u> (*Form of Funding Request*) (the "**Funding Request**"). The Project Company may submit a Funding Request to the City at a frequency not to exceed once every month per type of City Funding Amount; <u>provided</u>, that the Project Company may not submit any Funding Request in respect of the Base City Funding until the Project Company Funding Amount has been fully spent.
- (b) Each Funding Request shall (i) be signed by two Authorized Representatives of the Project Company, (ii) include certifications from the Project Company that (A) requested amounts shall be used only to pay or reimburse the Project Company for a prior payment of Project Costs in accordance with Section 11.02 (City Funding), (B) no Project Company Default has occurred and is continuing under this Agreement, (C) the Project Company has used all payments of City Funding Amounts of the same type as indicated on such Funding Request prior to the

submission of such Funding Request for payment of Project Costs in accordance with <u>Section 11.02</u> (*City Funding*) and (C) that the DB Work associated with the Funding Request has been performed in compliance with the requirements of this Agreement, (iii) attach (A) conditional waivers and releases upon payment from DB Contractor and all subcontractors under the DB Contract with respect to subcontracts with a value of at least \$1,000,000, from whom the Project Company has obtained such releases pursuant to the DB Contract, in the amount of the requested payment and (B) an unconditional waiver and release upon payment from the DB Contractor and all subcontractors under the DB Contract with respect to subcontracts with a value under \$1,000,000, from whom the Project Company has obtained such releases pursuant to the DB Contract, for DB Work billed and paid through the date of the Funding Request and (iv) specify the account of the Project Company for payment of the requested amounts.

Funding Request, the City shall notify the Project Company of the City's approval or disapproval of the Funding Request, stating in detail the reasons for any disapproval. If the Project Company does not agree with any written notice of disapproval provided by the City, the Project Company may refer the Dispute to resolution in accordance with the Dispute Resolution Procedure. The City shall not be required to provide any comments or approval in connection with a disputed Funding Request pending the resolution of such dispute pursuant to the Dispute Resolution Procedure. If the City does not respond within the aforementioned five Business Days the Funding Request shall be deemed approved by the City. Within two Business Days of the City's approval or deemed approval of the Funding Request, the City shall transfer the requested amounts to the account of the Project Company by wire transfer of immediately available funds. Any disapproved amounts shall be made available in a subsequent payment if the reasons for disapproval are satisfied or if it is determined pursuant to the Dispute Resolution Procedure that the City was not entitled to disapprove such amounts.

ARTICLE XII

ASSIGNMENT AND CHANGE OF CONTROL

Section 12.01 <u>Restrictions on Assignment of Agreements.</u>

- (a) The Project Company shall not assign, transfer or otherwise dispose of any interest in this Agreement except:
- (i) until the second anniversary of the Commercial Operation Date, with the City's consent, as evidenced by action of the City Commission, in the City's sole discretion; or
- (ii) from and after the second anniversary of the Commercial Operation Date, with the City's consent, as evidenced by action of the City Commission, which shall not be unreasonably withheld, conditioned or delayed, it being understood that it shall be reasonable for the City to withhold its consent if the proposed transferee does not satisfy the requirements set out in <u>Section 12.02(b)</u> (*Restrictions on Changes of Control*);

provided, that in the case of any assignment under this <u>Section 12.01(a)</u> (*Restrictions on Assignment of Agreements*), the assignee assumes all of the obligations of the Project Company under this Agreement.

- (b) The City shall not assign, transfer, or otherwise dispose of any interest in this Agreement except with the Project Company's prior written consent, in its sole discretion.
- (c) Any purported assignment of this Agreement in violation of this <u>Section 12.01</u> (*Restrictions on Assignment of Agreements*) is void.

Section 12.02 <u>Restrictions on Changes of Control.</u>

- (a) Until the second anniversary of the Commercial Operation Date, no Change of Control shall be permitted without the City's consent, as evidenced by action of the City Commission.
- (b) From and after the second anniversary of the Commercial Operation Date, a Change of Control shall be permitted; <u>provided</u>, that:
 - (i) the proposed transferee is not a Restricted Person; and
- (ii) (A) the proposed transferee, together with its Affiliates, has a net worth of at least \$100 million or (B) if such proposed transferee is a private equity fund or another investment vehicle, then such proposed transferee, or Affiliates of, or any investment funds advised or managed by, such proposed transferee, has drawn and/or undrawn funding commitments from its investors or assets under management of at least \$100 million.
- (c) Notwithstanding anything to the contrary in this <u>Section 12.02</u> (*Restrictions on Changes of Control*), the equity interests in any direct holder of equity interests in the Project Company (an "**Equity Member**") may be pledged as security for any indebtedness of such Equity Member, and any transfer pursuant to the enforcement by any lender to such Equity Member of such pledge of security shall not constitute a Change of Control under this Agreement if the proposed transferee satisfied the requirements of Section 12.02(b) (*Restrictions on Changes of Control*).
- (d) The Project Company shall pay the City's reasonable internal administrative and personnel costs and all out-of-pocket costs incurred by the City in connection with the City's consideration of any request for consent submitted by the Project Company pursuant to <u>Section 12.01</u> (*Restrictions on Assignment of Agreements*) or Section 12.02 (*Restrictions on Changes of Control*).

ARTICLE XIII

REPRESENTATIONS AND WARRANTIES

Section 13.01 Representations and Warranties of Project Company.

- (a) The Project Company is a limited partnership duly organized and validly existing under the laws of the State of Delaware, has the requisite power and all required licenses to carry on its present and proposed activities, and has full power, right and authority to execute and deliver this Agreement and each Key Contract to which the Project Company is a party and to perform each and all of the obligations of the Project Company provided for herein and therein. The Project Company is duly qualified to do business, and is in good standing, in the State, and shall remain in good standing throughout the Term and for as long thereafter as any obligations remain outstanding under this Agreement.
- (b) The execution, delivery and performance of this Agreement and each Key Contract to which the Project Company is a party have been duly authorized by all necessary partnership action of the Project Company; each Person executing this Agreement and each Key Contract to which the Project Company is a party on the Project Company's behalf has been duly authorized to execute and deliver this Agreement and such Key Contract on the Project Company's behalf; and this Agreement and such Key Contract have been duly executed and delivered by the Project Company.
- (c) Neither the execution and delivery by the Project Company of this Agreement or any Key Contract to which the Project Company is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or has resulted or shall result in a default under or a violation of the organizational documents of the Project Company or any other agreements or instruments to which the Project Company is a party or by which the Project Company is bound.

- (d) This Agreement and each Key Contract to which the Project Company is a party constitute the legal, valid and binding obligation of the Project Company, enforceable against the Project Company in accordance with their respective terms, subject only to applicable bankruptcy, insolvency and similar laws affecting the enforceability of the rights of creditors generally and the general principles of equity.
- (e) There is no material action, suit, proceeding, investigation or litigation pending and served on the Project Company which challenges the Project Company's authority to execute, deliver or perform, or the validity or enforceability against the Project Company of, this Agreement or any Key Contract to which the Project Company is a party, or which challenges the authority of the Project Company's representative executing this Agreement or such Key Contract; and the Project Company has disclosed to the City any material pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the Project Company is aware.
- (f) The Project Company owns, or has sufficient rights in, all Intellectual Property necessary for the Project without any known material conflict with the rights of others.

Section 13.02 Representations and Warranties of City.

- (a) The City is a municipal corporation, duly formed and validly existing under the laws of the State, and has full status, power, right and authority to execute, deliver and perform this Agreement, the Labor Services Agreement and any other related agreements to which the City is a party and to perform each and all of the obligations of the City provided for herein and therein.
- (b) This Agreement, the Labor Services Agreement and the other related documents to which the City is a party have each been duly authorized by the City, and each constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.
- (c) Each Person executing this Agreement, the Labor Services Agreement and the other related documents to which the City is a party has been duly authorized to execute and deliver each such document on behalf of the City; and this Agreement, the Labor Services Agreement and the other related documents to which the City is a party have been duly executed and delivered by the City.
- (d) Neither the execution and delivery by the City of this Agreement, the Labor Services Agreement and the other related documents to which the City is a party nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or shall result in a default under or violation of the City's organizational documents or any other agreements or instruments to which the City is a party or by which the City is bound.
- (e) This Agreement, the Labor Services Agreement and the other related documents to which the City is a party have each been duly authorized by the City, and each constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.
- (f) There is no action, suit, proceeding, investigation or litigation pending and served on the City which challenges the City's authority to execute, deliver or perform, or the validity or enforceability against the City of, this Agreement, the Labor Services Agreement or the other related documents to which the City is a party, or which challenges the authority of the City official executing this Agreement, the Labor Services Agreement or the other related documents to which the City is a party; and the City has disclosed to the Project Company any pending and un-served or threatened action, suit, proceeding, investigation or litigation with respect to such matters of which the City is aware.
- (g) The City owns the Project, the Site, the City Wellfield and the associated wells and intake and outfall structures, free and clear of all Liens, except for Permitted Liens.

ARTICLE XIV

ADDITIONAL COVENANTS

Section 14.01 Maintenance of Existence.

The Project Company shall (a) preserve, renew and maintain in full force and effect its legal existence and good standing under the laws of the jurisdiction of its organization except in a transaction permitted under Article XII (Assignment and Change of Control); (b) take all reasonable action to maintain all rights, licenses, permits, privileges and franchises necessary or desirable in the ordinary conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a material and adverse effect on the Project Company's ability to perform its obligations under this Agreement, and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a material and adverse effect on the Project Company's ability to perform its obligations under this Agreement.

Section 14.02 <u>Compliance with Laws</u>.

The Project Company shall comply in all material respects with the requirements of Applicable Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except to the extent that the failure to do so could not reasonably be expected to have a material and adverse effect on the Project Company's ability to perform its obligations under this Agreement.

Section 14.03 Coordination and Payment of Electricity and Chemical Supply.

- (a) The City shall supply all of the Project's electricity requirements starting on the date and in accordance with the quantity and other requirements as specified in Annex B (City Infrastructure Obligations). The City shall have the exclusive right and obligation during the Term to enter into contracts or other arrangements for the supply of electricity to the Project, to determine the electricity supplier, and to negotiate and establish electricity rates with the electricity supplier, subject to the approval of the Project Company, acting reasonably, and shall pay all electricity bills related to the Project directly to the electricity supplier during the Term in a timely manner. Notwithstanding the foregoing, the City shall meet and confer with the Project Company to determine the optimal number of meters and electricity rates to minimize the amount of electricity consumed during the Commissioning Work or operation of the Project.
- The City shall supply all of the Project's requirements for Chemicals. The City shall have the exclusive right and obligation during the Term to enter into contracts or other arrangements for the supply of Chemicals to the Project, and to negotiate and establish prices with each Chemical supplier, subject to the approval of the Project Company, acting reasonably, and shall pay all invoices for Chemicals related to the Project directly to the applicable Chemical supplier during the Term in a timely manner. At least 90 days prior to the date when the Project Company is expected to begin the Commissioning Work in accordance with the Project Schedule, the City shall deliver to the Project Company an amount of each Chemical equal to the Guaranteed Maximum Monthly Chemical Consumption for such Chemical (the "Chemical Storage Amount"). The Project Company shall notify the City in writing when the amount of any Chemical it has in storage reduces to 15 days. Within seven days after receipt of the Project Company's notification, the City shall arrange for the delivery to the Project Company of a sufficient quantity of such Chemical as necessary to replenish the Project Company's storage to the applicable Chemical Storage Amount. The Project Company may from time to time undertake a review of the supply of Chemicals to the Project and recommend to the City variations to the protocol described in this Section 14.03(b) (Coordination and Payment of Electricity and Chemical Supply) for the purpose of optimizing such supply and reducing the related expenditures of the City. The Parties shall document in a written instrument satisfying the requirements of Section 18.01 (Amendments and Waivers) any variations to the procedures

described in this <u>Section 14.03(b)</u> (*Coordination and Payment of Electricity and Chemical Supply*) agreed between the City and the Project Company.

(c) The City shall supply all of the Project's diesel requirements. At least 30 days prior to the date when the Commercial Operation Date is expected to occur in accordance with the Project Schedule, the City shall arrange for the delivery of diesel to the Project Company in an amount equal to five days of the Project's diesel requirements (the "**Diesel Storage Amount**"). The Project Company shall notify the City in writing within 48 hours of any use of the stored diesel, or when unutilized diesel in storage requires replacement. The City shall arrange for the removal of any unused diesel the Project Company has in storage and the delivery of replacement diesel in an amount equal to the Diesel Storage Amount within 30 days (but in any event, as soon as reasonably practical) after receipt of the Project Company's notification; provided, that any Project shutdown due to inadequate diesel fuel supplies occurring between the delivery of the Project Company's notification and the City's delivery of replacement diesel in an amount equal to the Diesel Storage Amount shall constitute a Relief Event pursuant to clause (xvi) of the definition thereof.

ARTICLE XV

EVENTS OF DEFAULT

Section 15.01 <u>City Default</u>. The City shall be in breach of this Agreement upon the occurrence of any one or more of the following events or conditions (each a "City Default"):

- (a) The City fails to make any payment (including any payment pursuant to <u>Section 11.03</u> (*City Funding Amount Payments*)) due to the Project Company under this Agreement when due; <u>provided</u>, that such payment is not subject to a dispute;
- (b) The City fails to deliver the Subordinate Bond, the Supplemental Bond Resolution or the opinion of bond counsel, in each case as required under Section 7.01(b)(iv) (O&M Payment and Separate Payment);
- (c) The City breaches any other term, covenant or undertaking to the Project Company, the consequence of which is (i) a material adverse effect on the performance of the Work or (ii) any material provision of this Agreement being unenforceable against the City to the extent that the Project Company is reasonably likely to be materially deprived of the benefit of this Agreement;
- (d) The authorized filing by the City of a petition seeking relief under the Bankruptcy Law, as applicable to political subdivisions which are insolvent or unable to meet their obligations as they mature; <u>provided</u>, that the appointment of a financial control or oversight board by the State for the City shall not in and of itself constitute a City Default hereunder;
- (e) Any representation or warranty made by the City under this Agreement is false or materially misleading or inaccurate when made in any material respect or omits material information when made;
- (f) The City or any other Governmental Authority confiscates, sequesters, condemns or appropriates the Project or all right, title, interest and property of the Project Company in, to, under or derived from this Agreement, or any material part of any of the foregoing, excluding a Termination for Convenience or any other exercise of a right of termination set forth in this Agreement; or
- (g) The City fails to maintain the Required Insurance required to be maintained by it as set forth on Annex K (Required Insurance).

Section 15.02 Cure Periods; Project Company Remedies for City Default.

- (a) The City shall have the following cure periods with respect to the following City Defaults:
- (i) For a City Default under Sections 15.01(c), (e) or (g) (City Default), a period of 60 days after the Project Company delivers to City written notice of the City Default; provided, that if the City Default is of such a nature that the cure cannot with diligence be completed within such time period and the City has commenced meaningful steps to cure promptly after receiving the default notice, the City shall have such additional period of time, up to a maximum cure period of 180 days, as is reasonably necessary to diligently effect cure.
- (ii) For a City Default under <u>Sections 15.01(a)</u> or <u>(b)</u> (*City Default*), a period of 30 days after the Project Company delivers to the City written notice of the City Default.
- (iii) For a City Default under <u>Section 15.01(d)</u> (*City Default*), a period of 60 days after the Project Company delivers to the City written notice of the City Default.
- (b) Upon the occurrence of a City Default, and following the expiration of any applicable cure period set out in <u>Section 15.02(a)</u> (*Cure Periods; Project Company Remedies for City Default*), the Project Company shall have the right to terminate the Agreement as set forth in <u>Section 16.01</u> (*Termination by the Project Company for City Default*) and may exercise any other rights and remedies available under this Agreement or available under Applicable Law.

Section 15.03 Project Company Default.

- (a) Subject to <u>Section 15.03(b)</u> (*Project Company Default*), the Project Company shall be in breach of this Agreement upon the occurrence of any one or more of the following events or conditions (each a "**Project Company Default**"):
- (i) The Project Company fails to satisfy all of the conditions to the Commercial Operation Date that the Project Company is responsible for satisfying by the Commercial Operation Longstop Date;
- (ii) (A) The Project Company fails to make any payment due to the City under this Agreement when due or (B) any Equity Provider shall fail to make an Equity Provider Funding Contribution in accordance with <u>Section 11.01</u> (*Project Company Funding*); <u>provided</u>, that such payment or Equity Provider Funding Contribution, as the case may be, is not subject to a dispute;
- (iii) The Project Company breaches any term, covenant or undertaking to the City, the consequence of which is (i) a material risk to the health or safety of the public; (b) a risk of material liability of the City to third parties; (c) an adverse effect on the performance of the Work to the extent that the City is reasonably likely to be materially deprived of the benefit of this Agreement; or (d) any material provision of this Agreement being unenforceable against the Project Company;
- (iv) A Bankruptcy-Related Event has occurred with respect to the Project Company;
- (v) Any representation or warranty made by the Project Company under this Agreement is false or materially misleading or inaccurate when made in any material respect or omits material information when made:
- (vi) The Project Company voluntarily abandons the Project or discontinues its performance of the Work for a period of 30 or more consecutive days;

- (vii) The Project Company fails to maintain the Required Insurance required to be maintained by it, or to comply with its obligation to name the City as an insured party;
- (viii) The Project Company breaches <u>Section 12.01</u> (*Restrictions on Assignment of Agreements*) relating to assignments by the Project Company or a Change of Control occurs which is prohibited by Section 12.02 (*Restrictions on Changes of Control*); or
- (ix) With respect to the Product Water Quality Guarantee, (A) the City is required pursuant to Applicable Law on two separate occasions, to issue a "boil water" notice with respect to Product Water, (B) the Project Company fails to meet the same parameter of the Contract Standards for a period of 360 consecutive days or (C) the Project Company fails to meet any of the "Primary Drinking Water Standards" (as specified on Annex H-1 (*Product Water Legal Standards*)) for a period of 180 consecutive days.
- (b) Notwithstanding <u>Section 15.03(a)</u> (*Project Company Default*), no Project Company Default shall arise where a default by the Project Company under this Agreement arises as a result of:
- (i) actions or omissions by the City where the Project Company is otherwise in compliance with its obligations under this Agreement in respect of which the Project Company Default has arisen;
 - (ii) a Relief Event; or
- (iii) where such default was otherwise excused pursuant to <u>Section 5.01(o)</u> (*City-Directed Curtailments and Shutdowns*) or <u>Section 6.03</u> (*Product Water Quantity*).

Section 15.04 Cure Periods; City Remedies for Project Company Default.

- (a) The Project Company shall have the following cure periods with respect to the following Project Company Defaults:
- (i) For a Project Company Default under <u>Sections 15.03(a)(ii)</u>, <u>(iv)</u> or <u>(vi)</u> (*Project Company Default*), a period of 60 days after City delivers to the Project Company written notice of the Project Company Default.
- (ii) For a Project Company Default under Sections 15.03(a)(iii), (v), (vii) or (viii) (Project Company Default), a period of 60 days after City delivers to the Project Company written notice of the Project Company Default; provided, that if the Project Company Default is of such a nature that the cure cannot with diligence be completed within such time period and the Project Company has commenced meaningful steps to cure promptly after receiving the default notice, the Project Company shall have such additional period of time, up to a maximum cure period of 180 days, as is reasonably necessary to diligently effect cure.
- (b) Upon the occurrence of a Project Company Default, and following the expiration of any applicable cure period set out in Section 15.04(a) (Cure Periods; City Remedies for Project Company Default), the City shall have the right to terminate the Agreement as set forth in Section 16.02 (Termination by City for Project Company Default) and may exercise any other rights and remedies available under this Agreement or available under Applicable Law.

Section 15.05 Additional Provisions on Remedies.

(a) To the extent permitted by Applicable Law, no Party shall be liable to the other Party for punitive damages or indirect, incidental or consequential damages, whether arising out of a breach

by such Party, tort (including negligence) or any other theory of liability, and each Party releases the other Party from any such liability.

- (b) The foregoing limitation on each Party's liability for damages shall not apply to or limit the other Party's right of recovery respecting the following:
- (i) Losses (including defense costs) to the extent covered by the proceeds of Required Insurance;
- (ii) Losses arising out of fraud, criminal conduct, intentional misconduct, recklessness or bad faith;
- (iii) Any amounts a Party liable may owe or be obligated to reimburse to the other Party under the express provisions of this Agreement; or
- (iv) Interest, late charges, fees, transaction fees and charges, penalties and similar charges that this Agreement expressly states are due from the Party liable to the other Party.
- (c) Notwithstanding anything contained herein to the contrary, the City, by execution of this Agreement, hereby fully and expressly waives to the fullest extent permitted by Applicable Law the protections of sovereign immunity, *except* that the City makes no waiver of the protections of sovereign immunity that are not already waived in Section 768.28, Florida Statutes, with respect to actions in tort or as a result of negligence. The City also expressly agrees that it shall be responsible for all payments owed to the Project Company pursuant to the specific terms of this Agreement.
- (d) No failure to exercise, and no delay in exercising any right or remedy of either Party hereunder shall be deemed to be a waiver by such Party of that right or remedy. No waiver of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that provision or of any similar provision. Except as set forth in Section 4.10(a) (Scheduled Commercial Operation Date) and Section 6.02(a) (Failure to Meet Quality Standards), the rights and remedies of each Party under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by either Party of any right or remedy hereunder precludes or otherwise affects the exercise of any other right or remedy to which such Party is entitled. The exercise by the City of any of its rights hereunder shall not reduce or effect in any way the Project Company's responsibility to perform the Work.

ARTICLE XVI

TERMINATION

Section 16.01 Termination by the Project Company for City Default.

In the event of a City Default under <u>Section 15.01</u> (*City Default*) that remains uncured following notice and expiration of the applicable cure period under <u>Section 15.02</u> (*Cure Periods; Project Company Remedies for City Default*), the Project Company shall have the right to terminate this Agreement, effective upon delivery of written notice of termination to the City.

Section 16.02 Termination by City for Project Company Default.

In the event of a Project Company Default under <u>Section 15.03</u> (*Project Company Default*) that remains uncured following notice and expiration of the applicable cure period under <u>Section 15.04</u> (*Cure Periods; City Remedies for Project Company Default*), City shall have the right to terminate this Agreement, effective promptly upon delivery of written notice of termination to the Project Company.

Section 16.03 Termination by City for Convenience.

The City may, in its sole discretion, terminate this Agreement solely in its entirety if the City Commission determines that a termination is in the City's best interest (a "**Termination for Convenience**"). The City Manager shall deliver to the Project Company a written notice specifying the election to terminate and the effective Termination Date thereof.

Section 16.04 <u>Termination for Extended Relief Events.</u>

Either Party may deliver to the other Party written notice of the notifying Party's election to terminate this Agreement based on a Relief Event (other than a Relief Event related to a City Default, which is governed by <u>Section 16.01</u> (*Termination by the Project Company for City Default*) above) under the following circumstances:

- (a) A Relief Event has occurred and:
- (i) The Relief Event (i) during the DB Period, shall result in a delay in achieving the Commercial Operation Date for more than 180 days beyond the original Commercial Operation Longstop Date; or (ii) during the Operations Period, shall result in the inoperability of the Project for a period of 360 days or more;
- (ii) The Project Company could not have mitigated or cured such result through the exercise of diligent efforts;
 - (iii) Such result is continuing at the time of delivery of the written notice; and
- (iv) The written notice sets forth in reasonable detail the Relief Event, a description of the result and its duration, and the notifying Party's intent to terminate this Agreement.
- (b) The Termination Date shall be effective on the date set forth in the written notice of termination delivered by the notifying Party.

Section 16.05 Termination by Court Ruling.

A termination by order of a court ("**Termination by Court Ruling**") shall become effective upon, (a) issuance of a final order by a court of competent jurisdiction following exhaustion of all appeals to the effect that this Agreement is void, voidable and/or unenforceable as a matter of law (other than by reason of the Project Company's representations under <u>Section 13.01</u> (*Representations and Warranties of Project Company*) hereof being false or inaccurate or the Project Company otherwise failing to comply with the terms of this Agreement) or (b) issuance of a final order by a court of competent jurisdiction following exhaustion of all appeals upholding the binding effect on the Project Company of a Change in Law that causes impossibility of performance of a fundamental obligation by the Project Company or the City under this Agreement or impossibility of exercising a fundamental right of the Project Company or the City under this Agreement. The final court order shall be treated as the City's notice of termination with immediate effect.

- (a) This Agreement shall terminate automatically, without any need for further action from either Party, at the end of the Term.
- (b) On the Expiration Date, the Project Company shall have complied with the End of Term Performance Evaluation Requirements and the Handback Requirements in accordance with <u>Annex S</u> (*End of Term Handback Requirements*).

Section 16.07 Termination Payments.

- (a) In the case of early termination of this Agreement (i) by the Project Company due to a City Default pursuant to Section 16.01 (Termination by the Project Company for City Default), (ii) by the City for convenience pursuant to Section 16.03 (Termination by City for Convenience), (iii) by either Party pursuant to Section 16.04 (Termination for Extended Relief Events) or (iv) pursuant to a Termination by Court Ruling, the City shall make a Termination Payment to the Project Company in an amount equal to the sum of:
- (i) (A) if the Termination Date occurs prior to the date of issuance of the Subordinate Bond, the Pre COD Termination Amount or (B) if the Termination Date occurs after the date of issuance of the Subordinate Bond, the sum of the Accelerated O&M Payment Amount plus the Make-Whole Amount (as defined in the Subordinate Bond) due to the Project Company under the Subordinate Bond as a result of the mandatory redemption of the Subordinate Bond; in either case of (A) and (B) plus
- (ii) any Contractor Breakage Costs (<u>provided</u>, that, if the City elects to assume the Project Company's rights and obligations under the O&M Agreement in accordance with the terms thereof, the Termination Payment shall not include Contractor Breakage Costs incurred by the Project Company under the O&M Contract); *plus*
- (iii) any Employee Payments and other reasonable costs incurred by the Project Company as a result of termination of this Agreement, including costs incurred in terminating and winding up the Project Company's business.
- (b) The Termination Payment shall be made promptly, and in any case within 90 days, following delivery of the applicable notice of termination delivered pursuant to <u>Section 16.01</u> (*Termination by the Project Company for City Default*) through <u>Section 16.04</u> (*Termination for Extended Relief Events*).
- (c) The City acknowledges and agrees that, notwithstanding that only the Separate Payment shall be documented in the form of a bond issued by the City pursuant to Section 7.01(b)(iv) (O&M Payment and Separate Payment), all payment obligations of the City under this Agreement, including the City's obligation to pay the Termination Payment (including the Pre COD Termination Amount, the Accelerated O&M Payment Amount, Contractor Breakage Costs and Employee Payments) pursuant to Section 16.07 (Termination Payments), shall constitute Subordinated Indebtedness under and as defined in the Bond Resolution.
- (d) In the case of early termination of this Agreement by the City due to a Project Company Default pursuant to Section 16.02 (Termination by City for Project Company Default), the Project Company shall make a payment to the City in an amount equal to the City's reasonable and documented costs and damages arising from such Project Company Default.

Section 16.08 Handover Period.

(a) Handover Plan.

- (i) Within three days following receipt of a notice of early termination, the Parties shall meet and confer for the purpose of developing a handover plan (the "Handover Plan") for the orderly transition of Work, and transfer of control of the Project and Site to City. The City and the Project Company shall use diligent efforts to complete preparation of the Handover Plan within 30 days following the date the relevant Party receives the notice of termination.
- (ii) The Handover Plan shall be in form and substance reasonably acceptable to the City and shall include and be consistent with the other provisions and procedures set forth in this Section 16.08 (Handover Period), all of which procedures the Project Company shall promptly follow,

regardless of any delay in preparation or acceptance of the Handover Plan. The Handover Plan shall include an estimate of costs and expenses to be incurred by both Parties in connection with implementation of the Handover Plan.

(b) Relinquishment of Possession of Project. On the Termination Date or, in the case of early termination of this Agreement, as soon thereafter as is possible as provided in the Handover Plan, the Project Company shall relinquish and surrender full control and possession of the Project and Site to City or City's Authorized Representative, and shall cause all Persons claiming under or through the Project Company to do likewise. In the case of early termination of this Agreement after the Commercial Operation Date, the Project Company shall relinquish and surrender the Project in at least the condition required by the Transfer Condition Requirements (as defined in Annex S (End of Term Handback Requirements)).

(c) Treatment of Key Contracts.

- In the case of termination of this Agreement, other than pursuant to Section 16.06 (Expiration of Term; Handback Requirements), and following payment by the City of any applicable Termination Payment in accordance with Section 16.07 (Termination Payments), the City may elect, by written notice to the Project Company, to assume the Project Company's rights and obligations under the DB Contract, the O&M Contract and/or the Interface Agreement or to require their termination. To elect such assumption, the City must deliver to the Project Company and the applicable Contractor(s) a notice of the City's election to assume such Key Contract ("Notice of Election") on or prior to the date of termination of the Comprehensive Agreement. On and after the date of receipt of such Notice of Election by the Project Company and the applicable Contractor(s) (the "Notice of Election Effective Date"), (A) the Project Company shall cease to be a party to such Key Contract and all references to the Project Company thereunder shall be deemed to be references to the City, (B) the Project Company shall be automatically released of all of the Project Company's rights and obligations under such Key Contract and (C) the City shall assume all of the Project Company's rights and obligations thereunder (including any outstanding parent company guarantee, bonds or other performance security delivered to the Project Company thereunder). Each such Key Contract shall state that (x) the Project Company is obligated to assign such Key Contract to the City upon the City's election in accordance with this Section 16.08(c) (Treatment of Key Contracts), and (y) the City is an express third party beneficiary of the applicable provision of such Key Contract and may enforce such provision against the Project Company and the applicable Contractor(s) directly. If the City does not deliver a Notice of Election in accordance with the requirements above, the City's right to assume the Project Company's right, title and interest in and to any Key Contract pursuant to this Section 16.08(c) (Treatment of Key Contracts) shall expire and the Project Company shall be permitted to terminate the applicable Key Contract in accordance with the terms thereof.
- (ii) Regardless of the City's prior actual or constructive knowledge thereof, no contract or agreement to which the Project Company is a party as of the Termination Date shall bind the City, unless the City elects to assume such contract or agreement in writing. Except in the case of the City's express written assumption, no such contract or agreement shall entitle the contracting party to continue performance of work or services respecting the Project following the Project Company's relinquishment to the City of possession and control of the Project, or to any claim, legal or equitable, against the City.

(d) Other Effects.

(i) Within 30 days after notice of early termination is delivered or no later than 30 days prior to the natural expiration of the Term (as applicable), the Project Company shall provide the City with a true and complete list of all materials, goods, machinery, equipment, parts, supplies and other property in inventory or storage (whether held by the Project Company or any Person on behalf of or for the account of the Project Company) for use in or respecting the Work or the Project, or on order or previously completed but not yet delivered from suppliers for use in or respecting the Work or the Project,

and on or about the Termination Date shall transfer title and deliver to the City or the City's Authorized Representative, through bills of sale or other documents of title, as directed by the City all such materials, goods, machinery, equipment, parts, supplies and other property.

(ii) The Project Company shall take all action that may be necessary, or that the City may direct, for the protection and preservation of the Project, the Work and such materials, goods, machinery, equipment, parts, supplies and other property between the date of the delivery of the notice of termination and the Termination Date.

ARTICLE XVII

GOVERNING LAW; DISPUTE RESOLUTION

Section 17.01 Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State.

Section 17.02 <u>Disputes</u>.

- (a) Except as expressly set out in this Agreement, any dispute, difference or disagreement (each, a "**Dispute**") between or among the Parties arising under, out of or in connection with or relating to this Agreement, including, but not limited to, any question regarding its existence, validity or termination, shall be resolved in accordance with the provisions of this <u>Article XVII</u> (*Governing Law; Dispute Resolution*).
- (b) The Parties shall not be precluded from attempting to reach an amicable settlement at the same time as a Dispute is being referred for resolution pursuant to Section 17.02(a) (Disputes); provided, that, other than as set out in Section 17.03 (Designated Senior Representatives), any such efforts to reach a settlement shall not have the effect of suspending the procedure or any time limits set out under this Article XVII (Governing Law; Dispute Resolution), unless agreed otherwise by the Parties during the procedure for attempting to reach an amicable settlement and prior to the settlement of the relevant Dispute under this Article XVII (Governing Law; Dispute Resolution).

Section 17.03 Designated Senior Representatives.

- (a) Except as expressly set out in this Agreement, upon the referral by any Party of any Dispute for resolution in accordance with the Dispute Resolution Procedure, the Designated Senior Representative of each Party involved in the Dispute shall meet (in-person or virtually as agreed among the relevant Designated Senior Representatives) and use all reasonable efforts to resolve the Dispute for a period of at least 15 days. Statements made by representatives of the Parties involved in the Dispute during any such meetings and documents specifically prepared for such meetings shall be considered part of settlement negotiations and shall not be admissible as evidence in any proceeding between the Parties of any kind without the mutual written consent of the Parties involved in the Dispute.
- (b) If the relevant Parties succeed in resolving a Dispute through their Designated Senior Representatives, they shall memorialize the resolution in writing, and promptly perform their respective obligations in accordance therewith.
- (c) If the Designated Senior Representatives of the relevant Parties are unable to resolve the Dispute within such 15-day period, unless such Parties agree to extend the period for negotiation between the Designated Senior Representatives, any such relevant Party may refer the Dispute:

- (i) if such Dispute is within the categories of Disputes which may be resolved by a Dispute Resolution Panel in accordance with <u>Section 17.04</u> (*Dispute Resolution Panel*), for resolution by the appropriate Dispute Resolution Panel; or
- (ii) if such Dispute is not within the categories of Disputes which may be resolved by a Dispute Resolution Panel in accordance with <u>Section 17.04</u> (*Dispute Resolution Panel*), or if no Party involved in the Dispute has elected to refer such Dispute to resolution by a Dispute Resolution Panel in accordance with the preceding clause (i), for resolution by court proceedings in accordance with Section 17.05 (*Court Proceedings*).

Section 17.04 Dispute Resolution Panel.

- (a) Referring a Dispute. Any Party may refer any Dispute of a technical, engineering, construction or operational nature for resolution by the Technical Panel and any Dispute of a financial nature for resolution by the Financial Panel; provided, that no Party shall refer Disputes with respect to the legal validity of this Agreement to either Panel for determination nor shall either Panel make any determination relating to the legal validity of this Agreement; provided, further, that if a Party refers a Dispute to a Dispute Resolution Panel in accordance with this Section 17.04(a) (Referring a Dispute), the other Parties involved in the Dispute shall comply with the provisions of this Section 17.04 (Dispute Resolution Panel) and cooperate fully with the referring Party in regard to all procedural actions and timelines. In the event of any Dispute where a Party has elected resolution by a Dispute Resolution Panel, such Party shall refer the matter to the applicable Dispute Resolution Panel by, and on the date of, service of a notice of reference to the applicable Dispute Resolution Panel by the referring Party upon each other Party involved in the Dispute. The referring Party shall comply with the requirements of Section 18.04 (Notices and Communications) in delivering such notice to each other Party involved in the Dispute.
- (b) Forming the Panel. Each Panel shall consist of between three and five Persons who shall be qualified experts who are independent of the Parties and impartial. In the case of each Panel, no later than 15 days after a Party has referred a Dispute to a Panel, each Party involved in the Dispute shall appoint one Person as a member of that Panel (each, an "Initial Panel Member"). Such Panel shall, unless otherwise specified in an opinion of counsel to the City, be subject to the provisions of Chapter 286, Florida Statutes. The Initial Panel Members shall jointly appoint a Person (the "Chairperson") by mutual agreement no later than ten days after the appointment of the final Initial Panel Member. If any Party involved in the Dispute fails to timely appoint an Initial Panel Member, or if the Initial Panel Members fail to timely agree on the appointment of the Chairperson, any Party involved in the Dispute may request that the International Institute for Conflict Prevention and Resolution appoint the relevant Initial Panel Member or Chairperson.
- (c) Upon the appointment of the Chairperson, the referring Party shall serve upon the Chairperson a copy of the notice of reference that the referring Party originally served on the other Party or Parties involved in the Dispute. Each Party involved in the Dispute may, within 14 days after the appointment of the Chairperson, deliver to the Panel (i) a concise summary of the nature and background of the Dispute, of the facts relevant to the Dispute and of the issues to be decided; (ii) a statement of the relief which the referring Party is seeking; and (iii) a file of copy correspondence, reports and such other documents to which the Party wishes to refer or upon which it relies. Each Party involved in the Dispute shall promptly deliver such other information as the applicable Dispute Resolution Panel may from time to time reasonably require for the purposes of resolving the Dispute.
- (d) If a Dispute involves issues of a technical nature and issues of a financial nature, the Parties involved in the Dispute, acting reasonably, may refer such Dispute to the Technical Panel and the Financial Panel jointly. In such case, the two Panels shall cooperate in determining such Dispute;

<u>provided</u>, that each Panels shall render any decision solely with respect to technical or financial matters (that are within such Panel's purview, as applicable).

- (i) The fees and expenses payable to the members of each Panel shall be agreed by the Parties. Responsibility for the fees of the Panel members shall be determined by the Panel and shall be aligned with the determination of the Dispute by the Panel.
- (ii) In the event of death, resignation or inability or refusal to act by one of the members of either Panel, the new member of the Panel shall be appointed by the Person(s) who appointed the original member (including with respect to the Chairperson).
- (e) Each Dispute Resolution Panel shall fix its own rules of procedure, either generally or on an ad hoc basis, and shall notify the Parties involved in the Dispute of such rules of procedure; provided, that each Dispute Resolution Panel shall have the following powers:
- (i) the Chairperson shall decide whether or not to convene a hearing or otherwise to take oral evidence or whether the Panel shall determine the Dispute based solely on the submissions provided by the Parties involved in the Dispute pursuant to <u>Section 17.04(c)</u> (*Dispute Resolution Panel*);
- (ii) the Chairperson may order the evidence of a witness to be presented in written form by way of a signed statement and may order the production of any drawing, certificate, specification, report, study, written information and data and any other document (including a record of such document in software form) (or copies thereof) in the possession of any Party involved in the Dispute; and
- (iii) the Chairperson of the Technical Panel may request any samples of materials to be taken and analyzed or tests to be made on site by experts.
- (f) The Chairperson shall fix the date, time and place of any hearing (which shall be in the City of Fort Lauderdale) before such Dispute Resolution Panel and the rules of procedure of the hearing, and shall require the attendance of the Parties involved in the Dispute. Each Party involved in the Dispute may appear before such Dispute Resolution Panel accompanied by or represented by legal, technical or financial consultants.
- (g) In determining any Dispute referred to it, each Dispute Resolution Panel shall act fairly and impartially as between the Parties involved in the Dispute, shall afford each Party involved in the Dispute a reasonable opportunity to present its case and respond to the case of the other Party or Parties involved in the Dispute, and shall adopt procedures appropriate to the circumstances of the particular case avoiding unnecessary delay, so as to provide a fair and expeditious means for determination of the Dispute.
- (h) The decision of a Dispute Resolution Panel shall be final when a simple majority of members agree. Each Dispute Resolution Panel shall render its final decision and notify the Parties in writing of its decision and the reasons for such decision within 60 days after the appointment of the applicable Chairperson or such other period of time as the Parties involved in the Dispute may agree. If a Dispute Resolution Panel fails to render a decision within the 60-day or other mutually agreed period, such Dispute Resolution Panel shall be deemed to have failed to reach a decision in the matter and any decision of such Dispute Resolution Panel notified to the Parties involved in the Dispute after such period shall be ineffective. Immediately upon expiry of such period, or otherwise upon the delivery of final decisions by all Dispute Resolution Panels that considered the Dispute, any Party involved in the Dispute may refer the Dispute to court proceedings in accordance with Section 17.05 (Court Proceedings). Either Party may introduce the final decision of a Dispute Resolution Panel as evidence in a court proceeding instituted in accordance with Section 17.05 (Court Proceedings).

- (i) Each Dispute Resolution Panel shall state in its decision whether such decision is a unanimous decision of the Dispute Resolution Panel. If the decision is not unanimous, the dissenting member may provide reasons for such dissenting opinion.
- (j) Following such 60-day or other mutually agreed period referred to in <u>Section 17.04(h)</u> (*Dispute Resolution Panel*), the Parties involved in the Dispute shall dissolve the applicable Dispute Resolution Panel by mutual agreement. The Parties may constitute new Dispute Resolution Panel(s) at any time thereafter (i) in the case of a new Dispute or (ii) with respect to the part in the event that the dissolved Dispute Resolution Panel did not timely render a decision, with reference to the existing Dispute, in each case subject to the provisions of this <u>Section 17.04</u> (*Dispute Resolution Panel*) as to the constitution and functioning of such Dispute Resolution Panel.
- (k) Neither Dispute Resolution Panel shall be deemed to be arbitrators, but both shall render their decisions as experts.

Section 17.05 Court Proceedings.

- Resolution Panel in accordance with the preceding provisions of this Article XVII (Governing Law; Dispute Resolution), or if no Party involved in the Dispute elects to refer a Dispute to a Dispute Resolution Panel, the Parties involved in the Dispute may bring an action exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which such Parties involved in the Dispute may claim by virtue of such Party's residency or other jurisdictional device. Each Party hereto hereby irrevocably submits to the jurisdiction of such state courts with regard to any such Dispute, and irrevocably waives, to the fullest extent permitted by Applicable Law (i) any objection it may have at any time to the laying of venue of any such action or proceeding in such state courts; (ii) any claim that any such action or proceeding brought in any such state courts has been brought in an inconvenient forum; and (iii) the right to object, with respect to any such action or proceeding that such court does not have any jurisdiction over such Party.
- (b) Each Party irrevocably consents to service of process by personal delivery, certified mail, postage prepaid or overnight courier. Nothing in this Agreement shall affect the right of any Party to serve process in any other manner permitted by law. Without prejudice to any other mode of service allowed under any relevant law, (i) the Project Company and each Equity Provider irrevocably and separately appoint CT Corporation System (1200 South Pine Island Road, Plantation, Florida 33324) as agent for service of process in relation to any proceedings in connection with this Agreement involving at least one of the Project Company and either Equity Provider; and each such Party agrees that failure by the process agent to notify the relevant Party of the process shall not invalidate the proceedings concerned and (ii) the City irrevocably appoints [_____]³ as agent for service of process in relation to any proceedings in connection with this Agreement involving the City; and agrees that failure by the process agent to notify the City of the process shall not invalidate the proceedings concerned. Each Party shall maintain such agent for service of process throughout the Term. If any Person appointed as process agent hereunder is unable for any reason to so act, the applicable Party or Parties must immediately (and in any event within five Business Days of such Party gaining knowledge thereof) appoint another process agent on terms acceptable to the other Parties.

(c) BY ENTERING INTO THIS AGREEMENT, CITY AND THE PROJECT COMPANY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A

³ **NTD:** City to confirm.

TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT OR ANY ACTS OR OMISSIONS IN RELATION THERETO.

ARTICLE XVIII

MISCELLANEOUS

Section 18.01 Amendments and Waivers.

- (a) Except as otherwise provided in <u>Article VIII</u> (*Changes in the Work*), this Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.
- (b) Either Party's waiver of any breach or to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding.

Section 18.02 Successors and Assigns.

Subject to <u>Article XII</u> (Assignment and Change of Control), this Agreement shall be binding upon and inure to the benefit of the City and the Project Company and their permitted successors, assigns and legal representatives.

Section 18.03 Limitation on Third-Party Beneficiaries.

It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the warranty and indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this Section 18.03 (Limitation on Third-Party Beneficiaries), the duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by Applicable Law. This Agreement shall not be construed to create a contractual relationship of any kind between the City and a Contractor or any Person other than the Project Company and the Equity Providers.

Section 18.04 Notices and Communications.

- (a) Each notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given, or delivered as follows: (x) if delivered personally or sent by overnight carrier, when received, (y) if sent by certified mail, return receipt requested, the day noted on the return receipt (or the day delivery is refused) and if (z) electronic mail, to the following addresses (or to such other address as may from time to time be specified in writing by such Person); provided, that electronic mail shall not constitute notice hereunder if the electronic mail is returned as undeliverable:
 - (i) If to the Project Company:

FL Prospect Lake Water, L.P. c/o Ridgewood Infrastructure 14 Philips Parkway Montvale, NJ 07645

Attn: Legal Department Phone: 201-447-9000

Email: mhaggerty@ridgewood.com

With a copy to:

Prospect Lake Holdings, L.P. c/o Ridgewood Infrastructure 14 Philips Parkway Montvale, NJ 07645-1811

Attn: Legal Department Phone: 201-447-9000

Email: mhaggerty@ridgewood.com

and

White & Case LLP 1221 Avenue of the Americas New York, NY 10020 Attn: Dolly Mirchandani

Email: dolly.mirchandani@whitecase.com

and

PLCWC O&M, LLC c/o IDE Americas Inc. 5050 Avenida Encinas, Suite 250 Carlsbad, CA 92008 Attn: Lihy Teuerstein

Phone: 6194870760

Email: Lihyt@ide-tech.com

With a copy to:

IDE Americas Inc. 5050 Avenida Encinas, Suite 250 Carlsbad, CA 92008 Attn: Lihy Teuerstein Phone: 6194870760

Email: Lihyt@ide-tech.com

(ii) If to City:

City of Fort Lauderdale, Florida

100 N Andrews Ave

Fort Lauderdale, FL 33301-1016

Phone: 954-828-5000

Attention: City Manager and Public Works Director

With a copy to:

Same as above, but Attention: City Attorney

(iii) If to Ridgewood in its capacity as Equity Provider:

Prospect Lake Holdings, L.P. c/o Ridgewood Infrastructure 14 Philips Parkway Montvale, NJ 07645-1811

Attn: Legal Department Phone: 201-447-9000

Email: mhaggerty@ridgewood.com

(iv) If to IDE in its capacity as Equity Provider:

IDE PLCWC, Inc. c/o IDE Americas Inc. 5050 Avenida Encinas, Suite 250 Carlsbad, CA 92008

Attn: Lihy Teuerstein Phone: 6194870760

Email: Lihyt@ide-tech.com

Section 18.05 Severability.

If any clause, provision, section or part of this Agreement is ruled invalid by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including applicable compensation to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, and to the extent permitted by Applicable Law, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

Section 18.06 Findings; Entire Agreement.

This Agreement supersedes the Interim Agreement and the Unsolicited Proposal, together with all prior correspondence, conversations, agreements and understandings applicable to the matters contained herein, and all discussions and negotiations related thereto following selection of the Unsolicited Proposal, which discussions and negotiations reflected the City's determination that the City requested in light of changed economic circumstances to provide for reimbursement by the City of certain constructions costs for the Project and that the remainder of the Unsolicited Proposal remains in the best interest of the City and continues to best meet the objects of the request for proposals issued by the City in respect of the Project. The Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or, in the case of the City, the Labor Services Agreement. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 18.07 Counterparts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or scanned electronic transmission shall be effective as delivery of a manually executed

counterpart of this Agreement. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms reasonably approved by the City (and, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform shall be deemed approved), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, Florida Statutes § 668.50, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the Parties further agrees that it shall not raise receipt of an electronic signature as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense.

Section 18.08 Indemnification.

- The Project Company shall protect, defend, indemnify and hold harmless the City, (a) its officials, officers, employees and agents from and against any and all claims, demands, causes of action, lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses, including reasonable attorney's fees and costs through trial and the appellate level, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of the Project Company under this Agreement, to the extent caused by the breach or default by the Project Company, its agents, servants, employees or contractors of any covenant or provision of this Agreement, the grossly negligent acts or omission or willful misconduct of the Project Company or its agents, servants, employees or contractors except for (i) any occurrence arising out of or resulting from the intentional torts or negligence of City, its officers, employees, agents, servants or contractors and (ii) any contamination discovered by the Project Company or its agents, servants, employees or contractors, in the performance of its obligations hereunder on any portion of the Site; provided, that such contamination was not the fault of either the Project Company or their agents, servants, employees, contractors and subcontractors. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right by the Project Company, its agents, servants, employees or contractors or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court by the Project Company, its agents, servants, employees or consultants is included in the indemnity.
- (b) The Project Company further agrees that upon proper and timely notice to investigate, handle, respond to, provide defense for, and defend any such claims set forth in Section 18.08(a) (Indemnification) at its sole expense and agrees to bear all other costs and expenses related thereto even if the claim is groundless, false or fraudulent and if called upon by City, the Project Company shall assume and defend not only themselves but also the City in connection with any claims, suits or causes of action, and any such defense shall be at no cost or expense whatsoever to the City. The Project Company, at its own expense and through counsel chosen by it (which counsel shall be reasonably acceptable to the City), shall defend any claim; provided, that if, in the City's and the Project Company's reasonable judgment at any time, either a conflict of interest arises between the City and the Project Company or if there are defenses which are different from or in addition to those available to the Project Company and/or the City and the representation of both parties by the same counsel would be inappropriate, then the City shall have the right to employ a law firm as separate counsel ("Separate Counsel") to represent the City, and in that event: (a) the reasonable fees and expenses of such Separate Counsel shall be paid by the Project Company; and (b) the Project Company shall have the right to conduct its own defense in respect of such claim. If the Project Company does not defend against any such claim, the City may defend, compromise and settle such claim (provided, that, with respect to any claim covered by a policy of Required Insurance, the City shall obtain the relevant Insurer's approval prior to any settlement or compromise of the claim) and shall be

entitled to indemnification hereunder. Notwithstanding the foregoing, the Project Company shall not, and without the prior written consent of the City (which consent shall not be unreasonably withheld, conditioned or delayed), settle or compromise any such claim or consent to the entry of any judgment in respect of such claim unless (x) there is no finding or admission of any violation of law or any violation of the rights of any Person and no effect on any other claims that may be made against the City; and (y) the sole relief provided is monetary damages that are paid in full by the Project Company. This indemnification shall survive termination, revocation or expiration of this Agreement and shall cover any acts or omissions occurring during the Term, including any period following termination, revocation or expiration of this Agreement while any curative acts hereunder are undertaken and is not limited by insurance coverage.

- (c) Subject to the limitations contained in <u>Section 18.08(d)</u> (*Intentional, Reckless, or Willful Acts*) and <u>Section 18.08(e)</u> (*Indemnification*) the City expressly agrees to release, save, indemnify, hold harmless, and defend the Project Company and its Affiliates, related parties, contractors and subcontractors, and their respective officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants (the "**Project Company Indemnified Parties**"), from and against any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination or cost (including, but not limited to, reasonable attorney's fees, administrative costs, and court costs), arising out of, or in connection with:
 - any disciplinary and/or adverse employment action taken by the City with respect to a City Employee. This includes, but is not limited to, any claim that is asserted by, or arises in favor of, any City Employees against the Project Company (and/or any Project Company Indemnified Party), arising out of, or in connection with, any alleged disciplinary and/or adverse employment action. This indemnification provision is intended to be construed broadly, and expressly intended to cover any claim, demand, petition, charge, complaint, lawsuit, liability, penalty, judgment, or costs by any City Employee, whether in court, before an administrative agency, or otherwise, arising out of, or in connection with any disciplinary and/or adverse employment action taken by the City including claims by City Employees relating to: (A) the Project, the O&M Work, and any other provision of the Labor Services Agreement or this Agreement: (B) the City, its employees and/or contractors, their use, and the performance of the services contemplated in the Labor Services Agreement and this Agreement; (C) violations of local, state, and federal employment and labor laws, rules, statutes, orders, regulations or ordinances, and/or any other any other law, rule, statute, order, regulation or ordinance relating to any applicable collective bargaining agreement(s), including claims under the National Labor Relations Act, Florida's Public Employees Relations Act, and any other federal, state, or local employment law, rule, statute, order, regulation or ordinance; (D) any breach of representation, warranty or other obligation or provision arising out of, or relating to, the Labor Services Agreement or this Agreement; (E) any allegation of libel, slander, defamation, invasion of the right of privacy, or any other allegation arising out of the Labor Services Agreement or this Agreement and/or the Labor Services or Management Services (as defined in the Labor Services Agreement) furnished by the City; (F) a negligent or tortious act of the City, its employees, agents, licensees, officers and assigns; and/or (G) any taxing authority, regardless of whether relating to income, payroll, and/or employment taxes, or any services provided by the City Employees. Notwithstanding anything to the contrary in this Section 18.08(c)(i) (Indemnification), the Project Company may waive (in writing and subject to the notice provisions set forth in Section 18.04 (Notices and Communications), its right to indemnification with respect to a particular disciplinary and/or adverse employment action, in instances where the Project Company insists that a particular disciplinary and/or adverse employment action be taken that the City does not wish to take, and the Project Company agrees to waive its right to indemnification prior to the City taking any such disciplinary and/or adverse employment action. The Parties agree that any waiver of indemnification under this Section 18.08(c)(i) (Indemnification) on any single instance shall not

operate as, or be deemed, a waiver of the Project Company's right to otherwise seek indemnification under this Agreement on any other occasion.

- (ii) any alleged bodily injury, death, or loss of / damage to property wherein the action of a City Employee and/or the City are alleged to have been the proximate cause of such event.
- (d) <u>Intentional, Reckless, or Willful Acts</u>. Notwithstanding any provision to the contrary in this Agreement, the City shall not be obligated to indemnify Project Company for:
 - (i) Any claims or losses arising solely out of the intentional, grossly negligent, reckless, or willful misconduct of a Project Company or O&M Contractor employee (that is not a City Employee). For example, the City shall not be obligated to indemnify the Project Company for claims of assault, battery, intentional infliction of emotional distress, and defamation, if the Project Company and/or its agent (and not a City Employee) is alleged to have engaged in such torts.
- (ii) Any employment related claims or losses wherein it is alleged that a Project Company or O&M Contractor manager and/or supervisory personnel (that is not also a City Employee) engaged in acts giving rise to the alleged cause of actions. However, to the extent that any such employment related claims are based upon an adverse employment action taken by the City with respect to a City Employees, Section 18.08(c) (Indemnification) shall apply.
- (e) Notwithstanding anything herein to the contrary, each of the Project Company and the City assumes responsibility for and shall save, indemnify, hold harmless and defend (with counsel selected by the indemnified Party), the other Party from and against all claims, actions, judgments or other liabilities arising out of bodily injury to, or death of, any third party, or third party's property damage or loss, when such injury, death, damage or loss is caused by the willful misconduct or negligent act or omission of the indemnitor, its employees, agents, or subcontractors. When such injury, death, damage or loss is caused by the joint or concurrent negligence of the indemnitor, the indemnitee, and/or any third party, then the indemnitor's liability hereunder shall be equal to the degree that the injury, death, damage or loss was caused by the negligence of the indemnitor, its employees, agents or subcontractors.

Section 18.09 Further Assurances.

The Parties shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and obligations of this Agreement.

Section 18.10 Agents and Representatives.

- (a) The City, each Equity Provider and the Project Company shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Agreement ("Authorized Representative"). Annex O (Authorized Representatives) of this Agreement specifies the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Section 18.04 (Notices and Communications).
- (b) In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to the City Manager, the City, any Authorized Representative or any of their respective employees or agents, no Authorized Representative, employee, officer or official of the City shall be personally liable. In all such matters such individuals shall act solely as agents and representatives of the City.

- (c) In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to the Project Company, any Authorized Representative or any of the Project Company's respective employees or agents, no Authorized Representative, employee or agent of the Project Company shall be personally liable. In all such matters such individuals shall act solely as agents and representatives of the Project Company.
- (d) In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to an Equity Provider, any Authorized Representative or any of an Equity Provider's respective employees or agents, no Authorized Representative, employee or agent of an Equity Provider shall be personally liable. In all such matters such individuals shall act solely as agents and representatives of such Equity Provider.

Section 18.11 Survival.

The Project Company's and the City's representations and warranties, Article XVII (Governing Law; Dispute Resolution), the indemnifications and releases contained in Section 18.08 (Indemnification), the rights to compensation contained in Article VII (Payment for Product Water) and any other obligations to pay amounts hereunder, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement and/or completion of the Work under this Agreement, shall survive the expiration or earlier termination of this Agreement and/or the completion of the Work under this Agreement. The City's obligation to pay compensation to the Project Company upon the early termination of this Agreement as provided in Article XVI (Termination) and any other payment obligations of the City arising prior to expiration or early termination of this Agreement shall survive the expiration or earlier termination of this Agreement.

Section 18.12 Public Records Law.

- The Project Company acknowledges and agrees that, except as provided by the (a) Florida Statutes, all Design Submittals, records, documents, drawings, plans, specifications and other materials in the City's possession are subject to the provisions of the Public Records Law. If the Project Company believes information or materials submitted to the City constitute trade secrets, proprietary information or other information excepted from disclosure, the Project Company shall be solely responsible for specifically and conspicuously designating that information by placing "CONFIDENTIAL" in the center header of each such page affected, as it determines to be appropriate and placing the materials in a folder or binder clearly labeled with the citation to the specific Florida Statute that exempts the material from the Public Records Law. Any specific proprietary information, trade secrets or confidential commercial and financial information shall be clearly identified as such, and shall be accompanied by a concise statement of reasons supporting the claim including the specific Florida Statute that authorizes the confidentiality and the specific Florida Statute that exempts the material from the Public Records Law. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the City by the Public Records Law or other Applicable Law, and the provisions of the Public Records Law or other Applicable Laws shall control in the event of a conflict between the procedures described above and the Applicable Law. The Project Company is advised to contact legal counsel concerning such Applicable Law and its application to the Project Company.
- (b) If the City receives a request for public disclosure of materials marked "CONFIDENTIAL," the City shall use reasonable efforts to notify the Project Company of the request and give the Project Company an opportunity to assert, in writing and at its sole expense, a claimed exception under the Public Records Law or other Applicable Law within the time period specified in the notice issued by the City and allowed under the Public Records Law. Under no circumstances, however, shall the City be responsible or liable to the Project Company or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by Applicable Law, or court order, or occurs through

inadvertence, mistake or negligence on the part of the City or its officers, employees, contractors or consultants.

(c) If any legal action is filed against the City to enforce the provisions of the Public Records Law in relation to confidential information, the City agrees to promptly notify the Project Company of such action, and the City's sole involvement in such proceedings or litigation shall be as the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the Project Company shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole cost and risk; provided, however, that the City reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. The Project Company shall pay and reimburse the City within 30 days after receipt of written demand and reasonable supporting documentation for all costs and fees, including attorneys' fees and costs, the City incurs in connection with any litigation, proceeding or request for disclosure.

Section 18.13 Non-Discrimination.

The Project Company shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Section 18.14 **Joint Preparation**.

Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language in this Agreement expresses the mutual intent of each Party and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one Party than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

Section 18.15 <u>Scrutinized Companies</u>.

As a condition precedent to the effectiveness of this Agreement, the Project Company certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Project Company is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes, as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes, as may be amended or revised.

Section 18.16 Public Entity Crimes.

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a Person or Affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for "category two" purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Project Company shall result in termination of this Agreement and may result in the Project Company debarment.

Section 18.17 Recourse to Equity Providers. Notwithstanding anything to the contrary in this Agreement, the obligations of the Project Company under this Agreement and the Key Contracts are

obligations of the Project Company and do not constitute a debt or obligation of (and no Person shall have recourse with respect thereto to) any Equity Provider or any of the direct or indirect holders of the Capital Stock of the Equity Providers or any of their respective Affiliates. The obligations of the Equity Providers under this Agreement are several, and not joint and several.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date set forth on the first page hereof.

CITY OF FORT LAUDERDALE

By:	
PROSPECT LAKE WATER, L.P.	
By:	
By:	
Solely in their capacities as Equity Providers under <i>Funding</i>):	and in respect of <u>Section 11.01</u> (<i>Project Compan</i>
PROSPECT LAKE HOLDINGS, L.P.	
By:	
IDE PLCWC, INC.	
By: Name: [] Title: []	

Annex A to Comprehensive Agreement

Definitions

- "Accelerated O&M Payment Amount" means an amount equal to the net present value calculated utilizing discounted cash flow methodology, on a quarterly basis and at a 6.00% discount rate, of the future O&M Payments through the remaining term of this Agreement.
- "Actual Monthly Chemical Consumption" means, in respect of each Contract Month ending after the Commercial Operation Date, the actual quantity of Chemicals utilized by the Project Company in the performance of its obligations under this Agreement in such Contract Month, calculated in accordance with Annex L-2 (*Guaranteed Maximum Chemical Consumption*).
- "Actual Monthly Electricity Consumption" means, in respect of each Contract Month ending after the Commercial Operation Date, the actual quantity of electricity utilized by the Project Company in the performance of its obligations under this Agreement in such Contract Month, calculated in accordance with Annex L-1 (Guaranteed Maximum Electricity Consumption).
- "Adverse Site Conditions" means any condition or characteristic of the Site, or any substance, item or organism found at, near or on the Site or such location that could reasonably be expected to materially and adversely impact the performance of the Project Company's obligations, including (i) sinkholes or other defects in the underlying soil at the Site; (ii) the discovery at, near or on the Site or such location of Archeological Remains, Geological Obstructions, Third Party Environmental Conditions or Endangered Species; (iii) the discovery of existing utilities or structures on the Site or such location not identified in the Project Company Studies or in a condition different to that specified in the Project Company Studies or (iv) performance of work in or adjacent to the Site or such location that materially disrupts the Project Company's use of the Site or such location; provided, that Adverse Site Conditions shall not include Excluded Site Conditions.
- "Affiliate" means, in respect of a Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first Person, where "control" means, with respect to the relationship between or among two or more Persons, the possession, directly or indirectly or as trustee, personal representative or executor, of the power to direct or cause the direction of the affairs or management of a Person, whether through the ownership of voting securities, as trustee, personal representative or executor, by statute, contract, credit arrangement or otherwise including the ownership, directly or indirectly, of securities having the power to elect a majority of the board of trustees or similar body governing the affairs of such Person.
 - "Agreement" has the meaning given to such term in the preamble of this Agreement.
- "Aggregate Project Costs" means \$485,000,000, which is the sum of the aggregate costs and expenses, including DB Costs, related to the Project (but excluding the Pre-Treatment and Booster Pumps Work Funding Amount, the OCCT Work Funding Amount, the Modified Water Standards Funding Amount and the Second Disposal Well Funding Amount) which are not funded with the proceeds of any Availability Payment and expected to be incurred by the Project Company on or prior to Final Acceptance as set out in the Project Company's Effective Date base case cost model in the form provided to the City as of the Effective Date.
- "Annual Settlement Statement" has the meaning given to such term in Section 7.04(b) (Annual Settlement Statement and Overall Settlement) of this Agreement.
- "Applicable Law" means any statute, law, code, regulation, ordinance, by-law, rule, common law, judgment, judicial or administrative order, decree, directive, guideline, policy requirement or other

governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority, which is applicable to or has an impact on the Project or the Work, other than Governmental Approvals.

- "Archeological Remains" means antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites and human remains and other similar remains of archeological interest discovered on any part of the Site.
- "Authorized Representative" has the meaning given to such term in <u>Section 18.10</u> (Agents and Representatives) of this Agreement.
- "Availability Payment" has the meaning given to such term in Section 7.01(a) (Availability Payment) of this Agreement.
- "Availability Payment Amount" means the amount of the Availability Payment for each Contract Month starting with the Contract Month in which the Commercial Operation Date occurs, as set out in Annex W (Availability Payment Amount) and as such amount may be adjusted pursuant to Section 10.04(a)(ii) (Availability Payment Impacts; Monetary Compensation).
- "Bankruptcy Law" means the United States Bankruptcy Code, 11 U.S.C. 101 et seq., as amended from time to time, and any successor statute thereto. "Bankruptcy Law" also includes any similar state law relating to bankruptcy, insolvency, the rights and remedies of creditors, the appointment of receivers or the liquidation of companies and estates that are unable to pay their debts when due.
- "Bankruptcy-Related Event" means any of the following events: (a) a receiver, receiver manager or other encumbrance holder taking possession of or being appointed over, or any distress, execution or other process being levied or enforced upon, the whole or any material part of the assets of the Project Company; or (b) any proceedings with respect to the Project Company being commenced under the Bankruptcy Law and if such proceedings are commenced against the Project Company and are disputed by the Project Company, such proceedings are not discontinued, withdrawn, dismissed or otherwise remedied within 90 days of such proceedings being instituted; or (c) the Project Company making an assignment for the benefit of its creditors, being declared bankrupt or committing an act of bankruptcy, becoming insolvent, making a proposal or otherwise taking advantage of provisions for relief under the Bankruptcy Law or similar legislation in any jurisdiction, or any other type of insolvency proceedings being commenced by or against the Project Company under the Bankruptcy Law or otherwise and, if proceedings are commenced against the Project Company and are disputed by the Project Company, such proceedings are not stayed, dismissed or otherwise remedied within 90 days of such proceedings being instituted; or (d) the Project Company ceasing to carry on business.
- "Base City Funding" has the meaning given to such term in Section 11.02(a) (City Funding) of this Agreement.
- "Bond Resolution" means Resolution No. 03-29 adopted by the City Commission of the City on February 18, 2003, as modified, amended or supplemented from time to time (other than any modification, amendment or supplement in contravention of or resulting in a breach by the City of this Agreement).
- "Business Day" means a day other than a Saturday, Sunday, or official federal, State or City holiday.
- "Capital Contribution" means an amount of cash contributed to the Project Company by any Equity Provider.

- "Capital Expenditure" means an expenditure related to the Project, which is treated as a capital expenditure in accordance with GAAP.
- "Capital Stock" means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing.
- "Chairperson" has the meaning given to such term in <u>Section 17.04(b)</u> (Forming the Panel) of this Agreement.
- "Change in Law" means, following the Effective Date, (a) adoption of any new Applicable Law (including Applicable Law in respect of the Legal Standards but excluding Applicable Laws of general application with respect to Taxes, it being understood that any change in Applicable Laws with respect to Taxes shall not be deemed of general application if it is solely directed at, and the effect of which is solely borne by, the Project Company or operators of water assets in the State), (b) imposition of new requirements by Governmental Authorities in connection with required Governmental Approvals, including in connection with any change in permitted land use or zoning classification of the Site or (c) change in the nature or severity of the actions typically taken by a Governmental Authority in compliance with Applicable Law.
- "Change of Control" means an event or series of events by which any Person or group other than Ridgewood (or any entity controlling, controlled, by or under common control with Ridgewood) (i) owns or controls, directly or indirectly, more than 50% of the equity interests of the Project Company; (ii) has the ability to appoint more than 50% of the members of the Board of Directors of the Project Company; or (iii) otherwise has the power to direct or cause the direction of the management or policies of the Project Company whether through the ability to exercise voting power (other than customary minority interest voting rights), by contract or otherwise.
- "Change Proposal" means a written proposal submitted to City by the Project Company in connection with a City Change or a Project Company Change, as the case may be, pursuant to Section 8.04 (Procedures for Implementing Changes to the Work) of this Agreement.
- "Chemical Consumption Tracking Account" means the records maintained by the Project Company in respect of the utilization of Chemicals by the Project Company in accordance with Section 7.04(a) (Monthly Tracking Accounts; Annual Settlement) and Annex L-2 (Guaranteed Maximum Chemical Consumption).
- "Chemical Storage Amount" has the meaning given to such term in Section 14.03(b) (Coordination and Payment of Electricity and Chemical Supply) of this Agreement.
- "Chemicals" means each chemical additive used at the Project, as set forth in <u>Annex L-2</u> (Guaranteed Maximum Chemical Consumption).
 - "City" has the meaning given to such term in the preamble to this Agreement.
- "City Change" has the meaning given to such term in <u>Section 8.02</u> (City-Initiated Changes) of this Agreement.
 - "City Commission" means the Fort Lauderdale City Commission.
- "City Default" has the meaning given to such term in <u>Section 15.01</u> (City Default) of this Agreement.

- "City Employee" means each employee of the City provided to the O&M Contractor by the City in accordance with the Labor Services Agreement.
- "City Funding Amount" means the aggregate of the Base City Funding, the Modified Water Standards Funding Amount (up to the Modified Water Standards Funding Amount Cap),, the Pre-Treatment and Booster Pumps Work Funding Amount (up to the Pre-Treatment and Booster Pumps Work Funding Amount Cap), the OCCT Work Funding Amount, and the Second Disposal Well Funding Amount.
- "City Infrastructure Obligations" means the obligations of the City in connection with the provision of enabling services and infrastructure for the benefit of the Project as set forth in more detail in Annex B (City Infrastructure Obligations).
- "City Manager" means, as of any date of determination, the individual then serving as the City Manager or interim City Manager of the City.
- "City Required Insurance" has the meaning given to such term in <u>Section 9.01(b</u>) (Required Insurance Policies and Coverage) of this Agreement.
- "City Storage Tanks" means [the three potable water storage tanks of the City located at the Fiveash Water Treatment Plant, which tanks have an aggregate capacity of 17 million gallons, and the potable water storage tank of the City located at [____] with a capacity of three million gallons].⁴
 - "City Wellfield" means the [wellfield owned and operated by the City located at [•]].5
- "Claim Notice" has the meaning given to such term in <u>Section 10.02(b)</u> (*Relief Event Claims*) of this Agreement.
 - "Code" means the Internal Revenue Code of 1986, as amended.
- "Commercial Operation Date" has the meaning given to such term in <u>Section 4.09</u> (Conditions to Commercial Operation Date) of this Agreement.
- "Commercial Operation Longstop Date" has the meaning given to such term in Section 4.10(b) (Commercial Operation Longstop Date) of this Agreement, as such date may be extended in accordance with Article X (Relief Events).
- "Commissioning Plan" has the meaning given to such term in <u>Section 4.08</u> (Commissioning and Performance Testing) of this Agreement.
- "Commissioning Work" means the activities to be undertaken by the Project Company pursuant to Annex C-1 (Commissioning Obligations) for the commissioning of the Project in preparation for the performance by the Project Company of the Performance Test Work.
- "Completion Deadline" means either of the Scheduled Commercial Operation Date or the Commercial Operation Longstop Date, as applicable.
- "Conditions Subsequent Date" means the earlier of (i) the date on which the Project Company delivers to the City the written notice specified in Section 2.01(c) (Conditions Subsequent) and (ii) the date that is 30 days after the Effective Date.

⁴ Note to City: Please confirm description.

⁵ Note to City: Please provide legal description of the City Wellfield.

- "Construction Access and Laydown Areas" means the Property described on <u>Annex E-1</u> (*Site Description*) to this Agreement as "Construction Access and Laydown Areas" and "Construction Road/Right of Way Access".
- "Contract Month" means each of: (1) the period from the Effective Date to and including the 31st of that month; (2) each subsequent calendar month during the Term; and (3) the period from the first of the applicable month in which the Termination Date occurs to and including the Termination Date.
- "Contract Standards" has the meaning given to such term in <u>Section 6.01(b)</u> (*Contract Standards*) of this Agreement.
- "Contract Year" means each of: (1) the period from the Effective Date to and including the next September 30; (2) each subsequent period of 12 calendar months commencing on October 1; and (3) the period from October 1 in the year in which this Agreement expires or is terminated (for whatever reason) to and including the Termination Date.
- "Contractor" means each of the DB Contractor and the O&M Contractor, and each of their contractors and subcontractors, as applicable.
- "Contractor Breakage Costs" means any losses reasonably incurred by the Project Company under the O&M Contract or the DB Contract as a result of the termination of this Agreement, including (a) in the case of the DB Contract, the DB Contractor's actual and documented costs in relation to all DB Work performed following the last progress payment made by the Project Company until the Termination Date, all reasonable, actual demobilization costs (including the cancellation of subcontracts and purchase orders) and the termination fee payable under the DB Contract and (b) in the case of the O&M Contract, the documented costs of spare parts inventory maintained by the O&M Contractor on the Termination Date and the termination fee payable under the O&M Contract.
- "Corrective Measures" has the meaning given to such term in Section 10.04(f)(i)(B) (Significant Modification; Corrective Measures) of this Agreement.
- "Daily Plan" has the meaning given to such term in Section 6.03(c)(i) (Requested Quantities; Daily Plan) of this Agreement.
- "Daily Quantity Delivered" has the meaning given to such term in Section 7.02(b) (Product Water Shortfalls) of this Agreement.
- "Daily Quantity Requested" has the meaning given to such term in <u>Section 6.03(c)(i)</u> (*Requested Quantities*; *Daily Plan*) of this Agreement.
- "DB Contract" means a design, engineering and procurement contract with respect to the Project entered into by and between the Project Company and DB Contractor on or about the Effective Date.
 - "DB Contractor" means Kiewit Water Facilities Florida Co., a Florida corporation.
- "DB Costs" means, without duplication, costs and expenses incurred by the Project Company on or prior to the date on which Final Acceptance has occurred in connection with the development, design, engineering, permitting, construction, installation, equipping, assembly, inspection, start-up and testing (including performance of Commissioning Work and Performance Test Work) of the Project, which costs and expenses shall include all amounts payable under the DB Contract and the other Key Contracts relating to any of the foregoing activities, any state sales taxes on equipment or other goods or services, and all project development expenses and fees incurred by the Project Company or any of its Affiliates.

- "DB Period" means the period of time from and including the Effective Date to and including the Commercial Operation Date.
- "DB Work" means everything required to be furnished and done for and relating to the development, design, engineering, permitting, construction, installation, equipping, assembly, inspection, start-up and testing (including performance of Commissioning Work and Performance Test Work) of the Project by the Project Company pursuant to this Agreement prior to the date of Final Acceptance.
- "Delay" means any unanticipated event, action, force or factor during the performance of this Agreement occurring prior to the date of Final Acceptance, which extends the Project Company's time of performance of the DB Work. The term "Delay" is intended to cover all such events, actions, forces or factors, whether styled "delay," "disruption," "interference," "impedance," "hindrance," or otherwise, which are beyond the control of and not caused by the Project Company, or its agents and contractors.
- "Design Requirements and Construction Standards" means the design requirements and construction standards applicable to the Project specified in Annex M (Design Requirements and Construction Standards).
- "Design Submittal Requirements" means the requirements for the submission of Design Submittals and provisions relating to procedures and time periods for the review and agreement of Design Submittals by the City set out in Exhibit M-1 (Design Deliverables) of Annex M (Design Requirements and Construction Standards).
- "Design Submittals" means each drawing, design, specification, calculation, report, plan, procedure and other items and other information to be submitted related to the design of the Project in accordance with the Design Requirements and Construction Standards and the Design Submittal Requirements.
- "Designated Senior Representative" means, in the case of the Project Company or any Equity Provider, an Authorized Representative of such Party and, in the case of the City, the City Manager.
- "Diesel Storage Amount" has the meaning given to such term in <u>Section 14.03(c)</u> (Coordination and Payment of Electricity and Chemical Supply) of this Agreement.
- "Disposal Well(s)" means either or both of the deep-injection wells located at TP-06 and TP-07 as marked on Annex E-1 (Site Description).
 - "Dispute" has the meaning given to such term in Section 17.02(a) (Disputes) of this Agreement.
- "Dispute Resolution Panel" or "Panel" means the Financial Panel or the Technical Panel referred to in Section 17.04 (*Dispute Resolution Panel*) of this Agreement.
- "Dispute Resolution Procedure" means the procedure for the resolution of Disputes set out in Article XVII (*Governing Law; Dispute Resolution*) of this Agreement.
- "Effective Date" has the meaning given to such term in Section 2.01(a) (Effective Date) of this Agreement.
- "Electricity Consumption Tracking Account" means the records maintained by the Project Company in respect of the utilization of electricity by the Project Company in accordance with Section 7.04(a) (Monthly Tracking Accounts; Annual Settlement) and Annex L-1 (Guaranteed Maximum Electricity Consumption).
- "Emergency Plan" has the meaning given to such term in Section 5.01(n) (Emergency Plan) of this Agreement.

- "Employee Payments" means any losses reasonably incurred by the Project Company in relation to the Project Company's employees as a result of the termination of this Agreement under Applicable Law, collective bargaining agreements, employment agreements or any other agreements with employees of the Project Company, including severance (whether accrued or not) and vacation pay accrued.
- "End of Term Performance Evaluation Requirements" means those requirements listed in Section 1.1 of Annex S (End of Term Handback Requirements).
- "Endangered Species" means any species of animal or plant wildlife listed as endangered under [Florida Statutes 379.2291 (Florida Endangered and Threatened Species Act)] or 15 USC § 1531 et seq (Endangered Species Act of 1973).
- **"Environmental Condition"** means a Project Company Environmental Condition or a Third Party Environmental Condition, as the case may be.
 - "Equity Provider(s)" means one or both of Ridgewood and IDE, as the context may provide.
- "Equity Provider Funding Contributions" has the meaning given to such term in <u>Section 11.01</u> (*Project Company Funding*) of this Agreement.
- "Excluded Site Conditions" means any condition or characteristic of the Site, or any substance, item or organism found at, near or on the Site, identified in any of the Project Company Studies.
- **"Expiration Date"** means the date that is 30 years following the first day of the first Contract Month following the calendar month in which the Commercial Operation Date occurs.
- "Extra Work" means any Work in the nature of additional work, altered work, delayed work or deleted work, which is directly attributable to the occurrence of a Relief Event or the performance of the Required Scope Work and absent the Relief Event or the Required Scope Work would not be otherwise required by this Agreement, including any additional Work to address the Relief Event or the Required Scope Work.
- "Extra Work Costs" means the incremental increase in costs attributable to Extra Work, including DB Costs, Capital Expenditures, Corrective Measures and O&M Costs (as applicable).
 - "FDEP" means the Florida Department of Environmental Protection.
- "FDEP Construction Permit" has the meaning given to such term in <u>Section 8.01(a)</u> (*Pre-Treatment and Booster Pumps Work*) of this Agreement.
- "Feedstock Water" has the meaning given to such term in <u>Section 5.02(a)</u> (Feedstock Water) of this Agreement.
- "Feedstock Water Daily Plan" has the meaning given to such term in <u>Section 6.03(f)</u> (Feedstock Water Daily Plan) of this Agreement.
- "Feedstock Water Delivery Point" has the meaning given to such term in <u>Section 5.02(a)(i)</u> (Feedstock Water) of this Agreement.
- "Feedstock Water Deviation" means the delivery by the City of Feedstock Water that does not meet the quantity, quality or other parameters set forth in Section 4.08(a) (Commissioning Work) or Section 5.02(a) (Feedstock Water) of this Agreement, as applicable.

⁶ Note to City: Please confirm reference to Florida ETSA.

- "Feedstock Water Flow Meter" means the flow meter built and installed in accordance with the Design Requirements and Construction Standards for measuring the volume and quality of Feedstock Water that the City has delivered to the Project, and located at the Feedstock Water Delivery Point or at another location agreed to by the City and the Project Company.
- "Feedstock Water Requirements" means the daily quantities of Feedstock Water that the City is required to deliver to the Project Company for completion of (a) the Commissioning Work, as set forth in the Commissioning Plan and (b) the Performance Tests, as set forth in the Performance Test Protocol.
- "Final Acceptance" has the meaning given to such term in <u>Section 4.11(a)</u> (Conditions to Final Acceptance) of this Agreement.
- "Financial Panel" means the Financial Panel referred to in <u>Section 17.04</u> (*Dispute Resolution Panel*) of this Agreement.
- "Fiveash Water Treatment Plant" means the 70 MGD capacity Charles W. Fiveash Water Treatment Plant owned and operated by the City as of the date hereof.
- "Force Majeure Event" means the occurrence of any reasonably unforeseen event beyond the control of the Project Company that materially and adversely affects performance of the Project Company's obligations; provided, that such event (or the effects of such event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by the Project Company or its agents and contractors, including: (a) war (including civil war and revolution), invasion, armed conflict, violent act of foreign enemy, or military or armed blockade, or military or armed takeover of the Project or other facility or location having an impact on the Project Company or the Project; (b) any act of riot, insurrection, civil commotion, Terrorism or sabotage; (c) nuclear explosion, radioactive or chemical contamination of the Site, unless the source of the explosion or contamination is brought to or near the Site by the Project Company or its agent or contractors; (d) fire, explosion, earthquake, floods caused by natural events, water spout, tornados, gradual inundation caused by natural events or landslides caused by natural events; (e) a Named Windstorm; (f) pandemic or epidemic; (g) strike, lockout, work stoppage or other labor dispute (other than any such strike, lockout, work stoppage or other labor dispute by or involving employees of the Project Company or the Contractors); (h) the failure of any supplier to furnish services, materials, chemicals or equipment as and when agreed (x) due to an act, circumstance or event that would constitute a Force Majeure Event under this Agreement if applicable to the Project Company or (y) to the extent the Project Company would not have been able to obtain alternative supply under substantially similar terms with the implementation of Good Management Practice; provided, that the events indicated in this subsection (h) which are caused by general economic circumstances shall not constitute a Force Majeure Event unless such issues are the direct result of a Force Majeure Event; and (i) any state of emergency declared by the governor of the State which includes any part of the Site.
- "Fully Revised Design Requirements and Construction Standards" has the meaning given to such term in Section 8.01(e)(i) (Procedure for Implementing Changes Related to the OCCT Work) of this Agreement.
- "Fully Revised Electricity and Chemicals Consumption Calculations" has the meaning given to such term in Section 8.01(e)(i) (Procedure for Implementing Changes Related to the OCCT Work) of this Agreement.
- "Fully Revised Project Schedule" has the meaning given to such term in <u>Section 8.01(e)(iii)</u> (*Procedure for Implementing Changes Related to the OCCT Work*) of this Agreement.

- "GAAP" means generally accepted accounting principles in effect and consistently applied in the United States (including the accounting recommendations published in the Handbook of the American Institute of Certified Public Accountants).
- "Geological Obstructions" means the geological make-up of any Site or the location and/or size of any natural foundations, infrastructures, or manmade obstructions on any Site which disrupt the progress of the Work.
- "Good Management Practice" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, construction, operation, maintenance and management of membrane and ion exchange drinking water treatment facilities as observed in the State, including the standards and manuals published by the AWWA Standards Council of the American Water Works Association from time to time and Florida Administrative Code Chapter 62.555.
- "Governmental Approval" means any permit, license, consent, concession, grant, franchise, authorization, waiver, variance or other approval, guidance, protocol, mitigation agreement, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by any Governmental Authority including State, City, local, or federal regulatory agencies, agents, or employees, which authorize or pertain to the Project or the Work.
- "Governmental Authority" means any federal, state or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity or any agents or employees thereof.
- "Guaranteed Maximum Monthly Chemical Consumption" means, in respect of each Contract Month ending after the Commercial Operation Date, the maximum amount of Chemicals that the Project Company may utilize in the performance of its obligations under this Agreement in such Contract Month, for which the City is responsible, calculated in accordance with Annex L-2 (Guaranteed Maximum Chemical Consumption).
- "Guaranteed Maximum Monthly Electricity Consumption" means, in respect of each Contract Month ending after the Commercial Operation Date, the maximum amount of electricity that the Project Company may utilize in the performance of its obligations under this Agreement in such Contract Month, for which the City is responsible, calculated in accordance with Annex L-1 (Guaranteed Maximum Electricity Consumption).
- "Handback Requirements" means those requirements set forth in Section 2.2 of <u>Annex S</u> (End of Term Handback Requirements).
 - "Handover Plan" has the meaning given to such term in Section 16.08(a)(i) (Handover Plan).
- "Hazardous Environmental Condition" means the presence on, in or under the Site, of Hazardous Material (or environmental media contaminated with Hazardous Material) and/or the presence on, in or under any adjacent off-Site area of Hazardous Material (or environmental media contaminated with Hazardous Material) that shall have migrated to or from the Site, in each case at concentration levels:
 - (a) at which any relevant Governmental Authority requires investigation, monitoring, reporting, institutional control, engineering control, removal, remedial action, disposal or management of such Hazardous Material as a hazardous or solid waste;
 - (b) which exceed State or other relevant Governmental Authority standards or screening levels, or exceed naturally-occurring or background concentrations; or

(c) which would require personnel protective equipment, monitoring, disposal or training in excess of two hours to comply with Applicable Law governing such Hazardous Material.

"Hazardous Material" means any and all substances, chemicals, wastes or other materials now or from time to time hereafter:

- (a) Defined or characterized as pollutants, contaminants, wastes, or hazardous or toxic materials or substances under any and all Applicable Law related to the environment or human health and safety, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) ("CERCLA"), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.) ("RCRA"), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.) and/or the Florida Administrative Code Chapter 62-730 and any federal, state or local regulations and associated guidance promulgated thereunder;
- (b) Regulated, subject to permitting or warning requirements, or for which removal, remediation or disposal is required or regulated under any and all Applicable Law related to the environment or human health and safety, including without limitation CERCLA, RCRA, the Hazardous Materials Transportation Act (49 U.S.C. § 1801 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and/or the Florida Administrative Code Chapter 62-730 and any federal, state or local regulations and associated guidance promulgated thereunder; or
- (c) Otherwise posing a present or potential risk to human health, welfare or the environment, including asbestos, asbestos-containing materials, flammable materials, explosive materials, corrosive materials, radioactive materials, gasoline, oil, motor oil, waste oil, petroleum (including crude oil or any component thereof), petroleum products, petroleum byproducts, petroleum breakdown products, paints, volatile organic compounds, semi-volatile organic compounds, solvents, lead, lead-based paint, cyanide, DDT and other pesticides, per- or polyfluoroalkyl substances, and polychlorinated biphenyls.

"IDE" means IDE PLCWC, Inc., a Delaware corporation.

"Initial Panel Member" has the meaning given to such term in Section 17.04(b) (Forming the Panel).

"Insurance Providing Party" means, as the context may require, (i) the Project Company, with respect to the Project Company Required Insurance or (ii) the City, with respect to the City Required Insurance.

"Insurer" means each insurance company providing any Required Insurance.

"Intellectual Property" means all current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, plant varieties, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Project, Project design data or Project capacity data. Intellectual Property includes flow rate algorithms, and software used in connection with the Project (including software used for daily operation of the Project), and software source code.

"Interface Agreement" means an interface agreement with respect to the Project entered into by and among the Project Company, DB Contractor and the O&M Contractor on or about the Effective Date.

- "Interim Agreement" has the meaning given to such term in the recitals.
- "Interruption Event" has the meaning given to such term in <u>Section 3.02(b)</u> (*License to Use the Site*) of this Agreement.
- "**Key Contracts**" means (a) the DB Contract, (b) the O&M Contract, (c) the Interface Agreement and (d) the Labor Services Agreement.
- "Labor Services Agreement" means a labor services agreement substantially in the form of $\underline{\text{Annex}}$ $\underline{\text{N}}$ (Form of Labor Services Agreement) hereto, entered into by and between the City and the O&M Contractor on or about the Effective Date.
- "Legal Standards" has the meaning given to such term in $\underline{\text{Section } 6.01(a)}$ (Legal Standards) of this Agreement.
- "Lien" means any lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Project, including mechanics', materialmen's, laborers' and lenders' liens.
 - "Liquidated Damages Amount" means \$8,000.
- "Make-Up Units" means the amount of Product Water made available by the Project Company at the Product Water Delivery Point that exceeds the Required Quantity on any day.
- "Maximum Daily Requirement" has the meaning given to such term in Section 6.03(c)(ii) (Requested Quantities; Daily Plan) of this Agreement.
- "Meter Outage" has the meaning given to such term in Section 6.04(c) (Project Company Estimates During Meter Incapacitation or Testing) of this Agreement.
 - "MGD" means million gallons per day.
- "Minimum Daily Requirement" has the meaning given to such term in <u>Section 6.03(c)(ii)</u> (Requested Quantities; Daily Plan) of this Agreement.
- "Modified Water Standards Funding Amount" means the aggregate amount that the City shall make available to the Project Company to fund DB Costs associated with the Modified Water Standards Work.
 - "Modified Water Standards Funding Amount Cap" means \$8,000,000.
- **Modified Water Standards Work**" means the Work necessary to design and construct the Project in conformity with the values set forth in <u>Annex G</u> (*Feedstock Water Specifications*) and <u>Annex H-2</u> (*Product Water Contract Standards*) as compared to the values initially between the Parties as set forth on <u>Annex J</u> (*Baseline Water Specifications*).
- "Named Windstorm" means (a) a storm or weather disturbance that is named by the National Oceanic and Atmospheric Administration's National Hurricane Center or similar body; and (b) any associated flood or storm surge.
- "Non-Conforming Product Water" means Product Water that does not meet the Product Water Quality Guarantee, subject to Section 6.01(c) (Conflicting Standards) of this Agreement.
 - "Non-Insurance Providing Party" means the Party that is not the Insurance Providing Party.

- "Notice of Commercial Operation Date" has the meaning given to such term in <u>Section</u> 4.09(b)(ii) (*Achievement of Commercial Operation*) of this Agreement.
- "Notice of Election" has the meaning given to such term in Section 16.08(c) (*Treatment of Key Contracts*) of this Agreement.
- "Notice of Election Effective Date" has the meaning given to such term in Section 16.08(c) (Treatment of Key Contracts) of this Agreement.
- "Notice of Final Acceptance" has the meaning given to such term in <u>Section 4.11(b)</u> (*Conditions to Final Acceptance*) of this Agreement.
- "O&M Contract" means an agreement with respect to the Project entered into by and between the Project Company and the O&M Contractor on or about the Effective Date in accordance with Section 5.01(e) (O&M Subcontractor(s)) pursuant to which the O&M Contractor agrees to operate and maintain the Project in accordance with this Agreement.
- "O&M Contractor" means (a) initially, PLCWC O&M, LLC, a Delaware limited liability company and (b) after any replacement O&M Contract is entered into by the Project Company, the contractor approved by the City pursuant to Section 5.01(f) (O&M Contractor Replacement) party to such replacement O&M Contract.
- "O&M Costs" means without duplication, costs and expenses incurred by the Project Company from and excluding the date on which the Commercial Operation Date has occurred in connection with the operation, management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal or replacement of the Project or any portion thereof, which costs and expenses shall include all amounts payable under the O&M Contract and the other Key Contracts relating to any of the foregoing activities and any state sales taxes on equipment or other goods or services.
- "O&M Governmental Approvals" has the meaning given to such term in <u>Section 5.01(a)</u> (Operation and Management Responsibility) of this Agreement.
- "O&M Payment" has the meaning given to such term in Section 7.01(b) (O&M Payment and Separate Payment) of this Agreement.
- "O&M Standards" means the standards for the operation, maintenance and management of the Project as specified in Annex F (O&M Standards).
- "O&M Work" means any and all operation, management, administration, maintenance, repair, preservation, modification, reconstruction, rehabilitation, restoration, renewal and replacement of any portion of the Project.
 - "OCCT Work" has the meaning given to such term in Section 8.01(b) (OCCT Work).
- "OCCT Work Deliverables" has the meaning given to such term in <u>Section 8.01(e)(iii)</u> (Procedure for Implementing Changes Related to the OCCT Work).
- "OCCT Work Funding Amount" means the aggregate amount that the City shall make available to the Project Company to fund the OCCT Work, determined in accordance with Section 8.01(e) (Procedure for Implementing Changes Related to the OCCT Work) and Section 8.01(f) (Open Book Basis; Disputes).
- "OCCT Work Initial Deliverables" has the meaning given to such term in Section 8.01(e)(i) (Procedure for Implementing Changes Related to the OCCT Work) of this Agreement.

- "OCCT Work Subsequent Deliverables" has the meaning given to such term in <u>Section</u> 8.01(e)(iii) (*Procedure for Implementing Changes Related to the OCCT Work*) of this Agreement.
- "OCCTW DB Costs" has the meaning given to such term in Section 8.01(e)(iii) (Procedure for Implementing Changes Related to the OCCT Work) of this Agreement.
- "OCCTW Incremental O&M Costs" has the meaning given to such term in Section 8.01(e)(i) (Procedure for Implementing Changes Related to the OCCT Work) of this Agreement.
- "Open Book Basis" means, with respect to any Required Scope Work, allowing the City to review the underlying assumptions and data associated with the Extra Work Costs, schedule impact and electricity and Chemicals utilization related to such Required Scope Work and reasonably required by the City to satisfy itself as to the reasonableness and accuracy of such items.
- "**Operations Period**" means the period of time from and excluding the Commercial Operation Date through the Termination Date.
- "Overdue Rate" means the lower of 7.50% and the maximum rate of interest permitted by the laws of the State, if applicable.
- "Oversight" means monitoring, inspecting, sampling, measuring, auditing, attending, observing, testing, investigating and conducting any other oversight in respect of any part or aspect of the Project or the DB Work.
- "Partially Revised Design Requirements and Construction Standards" has the meaning given to such term in Section 8.01(d)(i) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
- "Partially Revised Electricity and Chemicals Consumption Calculations" has the meaning given to such term in Section 8.01(d)(i) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
- "Partially Revised Project Schedule" has the meaning given to such term in Section 8.01(d)(iii) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
 - "Party" has the meaning given to such term in the preamble of this Agreement.
- "Percentage Interest" means (a) with respect to Ridgewood, 75% and (b) with respect to IDE, 25%.
 - "Performance Criteria" has the meaning given to such term in Annex C-2 (*Performance Testing*).
 - "Performance Test" has the meaning given to such term in Annex C-2 (Performance Testing).
- "Performance Test Certificate" means the certificate specified in Item 7 of Table 1 (*Performance Testing Sequence*) in Annex C-2 (*Performance Testing*).
- "Performance Test Protocol" has the meaning given to such term in <u>Annex C-2</u> (*Performance Testing*).
- "Performance Test Report" has the meaning given to such term in <u>Annex C-2</u> (Performance Testing).

"Performance Test Work" means the activities to be undertaken by the Project Company pursuant to Annex C-2 (Performance Testing) to test the performance of the Project for the achievement of the Commercial Operation Date.

"Permitted Liens" means, as of any particular time, any one or more of the following:

- (a) Liens for Utility charges, taxes, rates and assessments not yet delinquent or, if delinquent, the validity of which is being contested diligently and in good faith by the Project Company and against which the Project Company has established appropriate reserves in accordance with GAAP;
- (b) Any Lien arising out of any judgment rendered which is being contested diligently and in good faith by the Project Company the execution of which has been stayed or against which the applicable Party has posted a bond or bonds in the aggregate principal amount equal to such judgments with a financially-sound insurer and which does not have a material and adverse effect on the ability of the Project Company to construct the Project or operate the Project;
- (c) Any Lien arising in the ordinary course of business imposed by law dealing with materialmen's, mechanics', workmen's, repairmen's, warehousemen's, landlords', vendors' or carriers' encumbrances created by law, or deposits or pledges which are not yet due or, if due, the validity of which is being contested diligently and in good faith by the Project Company and against which the Project Company has established appropriate reserves or bonded against, at the City's request;
- (d) Those items which are (i) servitudes, licenses, leases, easements, restrictions, rights-of-way, rights in the nature of easements, (ii) any other Lien other than Liens arising (a) in the ordinary course of business during construction, or (b) in connection with worker's compensation or unemployment insurance or social security or pension obligations, (iii) Liens or other encumbrances subordinate to this Agreement, (vi) similar items which, in each case shall not individually or in the aggregate materially and adversely impair the construction of the Project or operation of the Project by the Project Company;
- (e) Applicable zoning and building bylaws and ordinances, municipal bylaws and regulations, and restrictive covenants which individually or in the aggregate do not materially and adversely affect the performance of the Work by the Project Company, or the value or operation of the Project for the purposes for which the Project is or may reasonably be expected to be used;
- (f) Any Lien that does not materially interfere with the use or operation of the Project, with respect to which the City has given its consent, not to be unreasonably withheld, conditioned or delayed;
- (g) Undetermined Liens and charges incident to construction or maintenance, and Liens and charges incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to final judgment (and for which all applicable periods for appeal or review have not expired); <u>provided</u>, that the Project Company has established appropriate reserves or bonded against, at the City request;
- (h) Notices of *lis pendens* or other notices of or Liens with respect to pending actions which are being contested in good faith and have not proceeded to final judgment (and for which all applicable periods for appeal or review have not expired) and against which the Project Company has established appropriate reserves or bonded against, at the City's request;
- (i) Liens for taxes, assessments, or other governmental charges which are not delinquent, or if delinquent are payable without penalty or are being contested in good faith;

- <u>provided</u>, that, with respect to any taxes, assessments or other governmental charges which are being contested the Project Company established appropriate reserves or bonded against, at the City's request;
- (j) Liens securing indebtedness for the payment, redemption or satisfaction of which the applicable Party has deposited money (or evidences of indebtedness) in the necessary amount in trust with a trustee or other holder of such indebtedness; and
 - (k) Liens created as a result of a Change in Law.
- "Person" means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, limited partnership, trust, unincorporated organization or Governmental Authority.
- "Pre COD Termination Amount" means an amount equal to the net present value calculated utilizing discounted cash flow methodology, on a quarterly basis and at a 6.00% discount rate, of the future Availability Payments payable through the remaining term of this Agreement in the absence of termination.
- "Pre-Treatment and Booster Pumps Work" has the meaning given to such term in <u>Section</u> 8.01(a) (*Pre-Treatment and Booster Pumps Work*) of this Agreement.
- "Pre-Treatment and Booster Pumps Work Deliverables" has the meaning given to such term in Section 8.01(d)(iii) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
- "Pre-Treatment and Booster Pumps Work Funding Amount" means the aggregate amount necessary to fund the Pre-Treatment and Booster Pumps Work, determined in accordance with Section 8.01(d) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) and Section 8.01(f) (Open Book Basis; Disputes).
 - "Pre-Treatment and Booster Pumps Work Funding Amount Cap" means up to \$53,000,000.
- "Pre-Treatment and Booster Pumps Work Initial Deliverables" has the meaning given to such term in Section 8.01(d)(i) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
- "Pre-Treatment and Booster Pumps Work Subsequent Deliverables" has the meaning given to such term in Section 8.01(d)(iii) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
 - "Process Train" has the meaning given to such term in Annex C-2 (Performance Testing).
- "**Product Water**" has the meaning given to such term in <u>Section 6.01(a)</u> (*Legal Standards*) of this Agreement.
- "Product Water Delivery Point" has the meaning given to such term in <u>Section 6.03(a)</u> (*Delivery Point*) of this Agreement.
- "Product Water Flow Meter" means the flow meter built and installed in accordance with the Design Requirements and Construction Standards for measuring the volume of Product Water that the Project Company has made available to the City, to be located at the Product Water Delivery Point specified on Annex E-1 (*Site Description*).
- "Product Water Quality Guarantee" has the meaning given to such term in <u>Section 6.01(b)</u> (Contract Standards) of this Agreement.

- "Project" has the meaning given to such term in the recitals to this Agreement.
- "Project Company" has the meaning given to such term in the recitals to this Agreement.
- "Project Company Change" has the meaning given to such term in <u>Section 8.03</u> (*Project Company-Initiated Changes*) of this Agreement.
- "Project Company Default" has the meaning given to such term in Section 15.03(a) (Project Company Default) of this Agreement.
- "Project Company Environmental Condition" means a Hazardous Environmental Condition in connection with Hazardous Materials that have been released by the Project Company or a Project Company-Related Entity.
- "Project Company Feedstock Water Analysis" has the meaning given to such term in <u>Section</u> 8.01(a) (*Pre-Treatment and Booster Pumps Work*) of this Agreement.
 - "Project Company Funding Amount" means 25% of the Aggregate Project Costs.
- "Project Company Indemnified Parties" has the meaning given to such term in <u>Section 18.08(c)</u> (*Indemnification*) of this Agreement.
- "Project Company-Managed Approvals" has the meaning given to such term in <u>Section 4.05(a)</u> (Governmental Approvals) of this Agreement.
- "Project Company OCCT Study" has the meaning given to such term in Section 8.01(b) (OCCT Work) of this Agreement.
- "Project Company-Related Entity" means (a) the Project Company, (b) any Person that owns a direct equity interest in the Project Company, (c) the Contractors, (d) any other Persons performing any of the Work and for whom the Project Company is legally or contractually responsible and (e) the employees (excluding, for the avoidance of doubt, City Employees), agents, officers, directors, representatives and consultants of the Project Company.
- "Project Company Required Insurance" has the meaning given to such term in Section 9.01(a) (Required Insurance Policies and Coverage) of this Agreement.
- "Project Company Studies" means the following documents: (a) Listed Species Assessment Report, dated as of June 7, 2022, prepared by Terracon Consultants, Inc.; (b) Hazard Analysis, dated as of June 13, 2022, conducted by Environmental Data Resources, Inc.; (c) Existing Raw Water Pipeline drawing with FAA restrictions noted; (d) Geotechnical Data Report, dated as of June 8, 2022, prepared by Terracon Consultants, Inc.; (e) Map of Specific Purpose Topographic Survey, dated as of June 13, 2022, issued by Suarez Surveying & Mapping, Inc.; and (f) Map of Specific Purpose Topographic Survey with aerial image, dated as of June 13, 2022, issued by Suarez Surveying & Mapping, Inc., each of which is attached as Annex E-2 (Site Studies and Inspections) to this Agreement.
 - "Project Costs" means DB Costs and O&M Costs.
- "Project Meters" means, collectively, the Feedstock Water Flow Meter and the Product Water Flow Meter.

"Project Requirements" means

- (d) Applicable Law and Governmental Approvals;
- (e) the Design Requirements and Construction Standards;

- (f) Good Management Practice; and
- (g) the O&M Standards.
- "Project Schedule" means the indicative schedule, delivered by the Project Company to the City pursuant to Section 4.03 (*Project Schedule*), showing the planned construction milestones to be achieved during the DB Period, as updated from time to time by the Project Company in accordance with such Section 4.03 (*Project Schedule*).
- "Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible.
- "PTBPW DB Costs" has the meaning given to such term in Section 8.01(d)(iii) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
- "PTBPW Incremental O&M Costs" has the meaning given to such term in Section 8.01(d)(i) (Procedure for Implementing Changes Related to the Pre-Treatment and Booster Pumps Work) of this Agreement.
 - "Public Records Law" means Chapter 119, Florida Statutes, as amended.
- "Punch List" means an itemized list of DB Work which remains to be completed after the Commercial Operation Date has been achieved and before Final Acceptance, the existence, correction and completion of which shall have no material adverse effect on the ordinary course, uninterrupted and safe use and operation of the Project or the quality or quantity of Product Water made available by the Project.
 - "Punch List Work" means the DB Work reflected on the Punch List.
 - "Relief Event" means any of the following events or circumstances:
 - (i) a Force Majeure Event;
 - (i) a Change in Law;
 - (ii) an Interruption Event or Utility Owner Delay;
 - (iii) City delay or failure to respond to proposed schedules, plans, Design Submittals or other communications or matters within the time periods specified in this Agreement or, if no time period is specified, within a reasonable time, taking into consideration the nature, importance and complexity of the communication or matter:
 - (iv) Adverse Site Conditions;
 - (v) issuance of a temporary restraining order or any other form of injunction or legal order by a court that prohibits prosecution of any portion of the Work by the Project Company or any of the material terms and conditions hereunder;
 - (vi) issuance of a rule, order or directive from the U.S. Department of Homeland Security or any Governmental Authority regarding specific security threats to the Project or the region in which the Project is located or which the Project serves, to the extent such rule, order or directive requires specific changes in the Project Company's design, construction, operation or maintenance procedures in order to comply;

- (vii) the implementation of any City Change pursuant to Section 8.02 (City-Initiated Changes) or any adjustment to this Agreement pursuant to Section 5.01(b) (Operation and Management Standards) to maintain the status of this Agreement as a "qualified management contract" pursuant to the Code;
- (viii) any failure of the City to perform the City Infrastructure Obligations in accordance with the requirements (including the schedule for performance thereof) specified in <u>Annex B</u> (City Infrastructure Obligations);
- (ix) a Feedstock Water Deviation, or any failure of the City to deliver to the Project Company Feedstock Water satisfying the requirements of <u>Annex G</u> (Feedstock Water Specifications) in the quantities and at the times required under this Agreement;
- (x) City directives affecting delivery of Product Water issued pursuant to Section 5.01(o) (City-Directed Curtailments and Shutdowns) or in violation of Sections 6.03(b), (d), (f), or (g) (Product Water Quantity);
- (xi) (A) breach by the City of its obligations under the Labor Services Agreement, which has remained uncured after the expiration of any applicable cure period thereunder, (B) willful misconduct or negligence of a City Employee, (C) an amendment to the Labor Services Agreement agreed by the parties thereto or (D) the execution, termination or modification of any collective bargaining agreement with respect to the City Employees;
- (xii) breach by the City of its obligations under <u>Section 14.03</u> (Coordination and Payment of Electricity and Chemical Supply);
- (xiii) any failure of the City to obtain or maintain the Governmental Approvals specified in Section 4.01(c) (City-Managed Approvals) at the times and in accordance with the requirements set forth therein or any other Governmental Approval required by Applicable Law to be obtained by it for the performance of the Work (other than Project Company-Managed Approvals);
- (xiv) any breach by the City of its obligations under this Agreement not otherwise described above;
- (xv) a defect, flaw, error, inoperability, inadequacy or other adverse condition or aspect of the design, construction or condition of the Feedstock Water intake feeding the Project;
- (xvi) any negligence, violation of law or willful misconduct of (A) the City; and
- (xvii) any curtailment or shut down of the Project's operation for maintenance and repair work that is a direct result of operating the Project at full capacity in the period of 60 days after the Commercial Operation Date;

except, in each case, to the extent arising from any breach by the Project Company of its obligations under this Agreement or any negligent act or omission of the Project Company or any Project Company-Related Entity.

"Relief Event Claim" has the meaning given to such term in Section 10.02(d) (Relief Event Claims) of this Agreement.

- "Required Access Rights" means the access rights necessary for the Project Company to access infrastructure and utilities built by the Project Company as part of the DB Work outside of the Property described on Annex E-1 (Site Description) to this Agreement as "Permanent Facilities", as generally described in Annex E-3 (Required Access Rights).
- **"Required Insurance"** means each of the insurance policies or self-insurance, as applicable, that the Project Company or the City, as applicable, is required to provide (or, in the case of the Project Company, require the Contractors to provide) pursuant to <u>Section 9.01</u> (*Required Insurance Policies and Coverage*) of this Agreement as set forth on <u>Annex K</u> (*Required Insurance*).
- "Required Quantity" has the meaning given to such term in <u>Section 6.03(e)</u> (Failure to Deliver Product Water) of this Agreement.
- "Required Scope Work" has the meaning given to such term in <u>Section 8.01(b)</u> (OCCT Work) of this Agreement.
- "Required Scope Work Deliverables" means, collectively, the Pre-Treatment and Booster Pumps Work Deliverables and the OCCT Work Deliverables.
- "Restricted Person" means a Person that has been disbarred or committed crimes against the public administration as defined in Florida Statutes [Florida Statutes 287.133 (Public Crimes Act)]⁷.
- "Revised Contract Standard" means, in respect of any Contract Standard, any optimal specification recommended by the Project Company OCCT Study for such Contract Standard.
- "Revised Daily Quantity Requested" has the meaning given to such term in Section 6.03(d)(i) (Changes to Daily Plan) of this Agreement.
- "Revised Feedstock Water Specifications" means the different values (as compared to the values set out in Annex G (Feedstock Water Specifications) as of the Effective Date), if any, for total suspended solids, turbidity, sand, oxidation-reduction potential, silt density index, differential pressure increase and fine particulate fouling potential, as applicable, identified during the cartridge filter testing and particle size distribution testing performed as part of the Project Company Feedstock Water Analysis.
 - "Ridgewood" means Prospect Lake Holdings, L.P., a Delaware limited liability company.
- "Right to Utilize the Site" means the sole exclusive right to access and use, and vacant possession of, the Site for the Work in respect of the Project and for the enjoyment and utilization of the Site for all purposes not expressly prohibited by this Agreement, all in accordance with the provisions of this Agreement.
- "Scheduled Commercial Operation Date" means the date that is 42 months following the Conditions Subsequent Date, as such date may be extended in accordance with the provisions of Article X (Relief Events).
- "Second Disposal Well Funding Amount" means \$20,000,000, which is the aggregate amount that the City shall make available to the Project Company to fund DB Costs associated with the second Disposal Well contemplated by the Design Requirements and Construction Standards.
- "Security Plan" has the meaning given to such term in <u>Section 3.05(f)</u> (*Safety and Security of Site*) of this Agreement

⁷ Note to City: Please confirm reference to Public Crimes Act.

- "Separate Counsel" has the meaning given to such term in <u>Section 18.08(b)</u> (*Indemnification*) of this Agreement.
- "Separate Payment" has the meaning given to such term in Section 7.01(b) (O&M Payment and Separate Payment) of this Agreement.
- "Significant Modification" means a variation or addition to the Project equipment made by the City in response to a Feedstock Water Deviation.
- "Site" means (i) subject to Section 3.02(e) (License to Use the Site), the Construction Access and Laydown Areas and (ii) the Property described on Annex E-1 (Site Description) to this Agreement as "Permanent Facilities".
- "Site Access Plan" means the plan for enabling access to the Site by the Project Company, the Contractors and any other Persons performing Work on the Site, as delivered by the Project Company within thirty days following the date of this Agreement.
 - "State" means the State of Florida.
- "Subject Parameters" means (a) in the case of any Daily Quantity Requested that is less than the Minimum Daily Requirement, (i) alkalinity (ii) total hardness, (iii) iron and (iv) turbidity and (b) in the case of any Daily Quantity Requested that is greater than the Maximum Daily Requirement, (i) alkalinity, (ii) total hardness, (iii) LSI (Langlier Saturation Index) and (iv) CCPP (Calcium Carbonate Precipitation Potential).
- "Subordinate Bond" has the meaning given to such term in Section 7.01(b)(iv) (O&M Payment and Separate Payment) of this Agreement.
- "Supplemental Bond Resolution" has the meaning given to such term in <u>Section 7.01(b)(iv)</u> (O&M Payment and Separate Payment) of this Agreement.
- "Taxes" means federal, state, local or foreign income, gross receipts, sales, use, excise, transfer, consumer, license, payroll, employment, severance, stamp, business, occupation, premium, windfall profits, environmental, customs, permit, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, registration, value added, alternative or add-on minimum, estimated or other taxes, levies, imposts, duties, fees or charges imposed, levied, collected, withheld or assessed at any time, whether direct or indirect, relating to, or incurred in connection with, the Project, the performance of the Work or act, business, status or transaction of the Project Company, including any interest, penalty or addition thereto, and including Utility rates or rents, in all cases whether disputed or undisputed.
- "Technical Panel" means the Technical Panel referred to in Section 17.04 (Dispute Resolution Panel) of this Agreement.
 - "Term" has the meaning given to such term in Section 2.01(b) (Term) of this Agreement
- "Termination by Court Ruling" has the meaning given to such term in <u>Section 16.05</u> (*Termination by Court Ruling*) of this Agreement.
- "**Termination Date**" means the earlier of the Expiration Date and the effective date of early termination of this Agreement pursuant to the provisions of Article XVI (*Termination*) of this Agreement.
- "**Termination for Convenience**" has the meaning given to such term in <u>Section 16.03</u> (*Termination by City for Convenience*) of this Agreement.

- "**Termination Payment**" means any payment to be made by the City on the Termination Date pursuant to <u>Section 16.07</u> (*Termination Payments*) of this Agreement.
- "Terrorism" means activities against Persons or property of any nature (a) that involve the following or preparation for the following: (i) use or threat of force or violence, including without limitation any act of sabotage or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance, or (ii) commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and (b) when one or both of the following applies: (i) the effect is to intimidate or coerce a Governmental Authority, the City, or the civilian population or any segment thereof, or to disrupt any segment of the economy or (ii) it appears that the intent is to intimidate or coerce a Governmental Authority or the City, or to further a political, ideological, religious, social or economic objective or to express (or express opposition to) a philosophy or ideology.
- "Third Party Environmental Condition" means a Hazardous Environmental Condition in connection with Hazardous Materials that have been released by Persons other than any Project Company-Related Entity, other than Excluded Site Conditions.
- "Tie-In-Point" means a location in an existing process or system that is designed to serve as a connection point to a newly built process or system.
- "Training Plan" has the meaning given to such term in Section 4.09(a)(iv) (Training of City Employees).
 - "Transition Period" has the meaning given to such term in Annex C-3 (Transition Plan).
 - "Transition Plan" has the meaning given to such term in Annex C-3 (Transition Plan).
- "Unsolicited Proposal" means that certain Unsolicited Proposal for the Replacement of the Fiveash Water Treatment Plant submitted by Ridgewood and IDE to the City on December 21, 2020.
- "Utility(ies) or utility(ies)" means a privately, publicly or cooperatively owned line, facility or system for transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including wireless telecommunications, television transmission signals and publicly owned fire and police signal systems, which directly or indirectly serve the public. The necessary appurtenances to each Utility facility shall be considered part of such Utility.
- "Utility Adjustment" means any relocation (temporary or permanent), abandonment, protection in place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Project or the Work.
- "Utility Adjustment Work" means all efforts necessary to accomplish the required Utility Adjustments during the DB Period, including all coordination, design, design review, permitting, construction, inspection and maintenance of records, whether provided by Project Company or by the Utility Owners.
- "Utility Agreement" means an agreement between Project Company and a Utility Owner that provides information and terms affecting a Utility Adjustment; such an agreement may be general or comprehensive or may address only certain aspects of a Utility Adjustment.
- "Utility Owner" means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

"Utility Owner Delay" means a Delay directly attributable to a Utility Owner failing to (a) perform its obligations under a Utility Agreement in accordance with its terms, (b) perform any Utility Adjustment Work in the manner and within the time periods requested by the Project Company or (c) otherwise respond to proposed schedules, plans, access requests or other communications or matters submitted by the Project Company to such Utility Owner in connection with any Utility Adjustment Work within a reasonable time, taking into consideration the nature, importance and complexity of the communication or matter.

"Work" means all of the work, services and obligations required to be furnished, performed, provided or discharged by the Project Company under this Agreement, including all administrative, design, engineering, construction, payment to third parties, support services, operations, maintenance and management services relating to the Project, and the production and delivery of Product Water by the Project Company to the Product Water Delivery Point, except for those obligations which this Agreement expressly specifies shall be performed by Persons other than Project Company-Related Entities.

Annex B to Comprehensive Agreement

City Infrastructure Obligations

[Attached]

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
Feedstock Water Delivery and Feedstock Water Connection at Project boundary	SW Corner of the Site boundary as indicated by TP-01 in Annex E-1.	600 days from Effective Date	54 inch	Designed for 59MGD (Maximum Load = 65 MGD plus requests from Fiveash Water Treatment Plant)	The City shall complete construction of all Feedstock Water piping and valves and begin to deliver to the Project Company at least 59 MGD (in the ordinary course) but not more than 65 MGD (in the event replenishment of the City Storage Tanks is required under this Agreement) of Feedstock Water in compliance with the requirements of Annex G (Feedstock Water Specifications) in accordance with the terms of the Comprehensive Agreement. The City shall be responsible for making the connection to the Project Company's pipe. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point.
Product Water Transmission to Fiveash Water Treatment Plant	East Site boundary as indicated by TP-05 in Annex E-1.	400 days from the Effective Date for the City to furnish 60% design information 912 days from Effective Date for completion of installation	City shall furnish 48 inch connection to the City Feedstock Water pipeline to Fiveash Water Treatment Plant	50 MGD	The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the Prospect Lake Wellfield to Fiveash and be available to begin to receive Product Water from the Project in accordance with this Agreement. City is responsible for permitting, pressure testing, disinfection and clearance of its pipeline prior to connection at the Tie-In Point. The City shall make the final connection to the Project Company's pipe. The City shall provide a copy of its design documents to the Project Company so that the Project Company may design and construct a surge protection system if necessary.
Fiveash Improvements	Fiveash Water Treatment Plant	912 days from Effective Date	N/A	50 MGD	The City shall complete any necessary improvements to the infrastructure at the existing Fiveash Water Treatment Plant and communications with other City

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details control centers or with Project controls as necessary to enable the City to take Product Water delivered by the
					Project Company in accordance with this Agreement, and the City shall be available to begin to receive Product Water from the Project in accordance with this Agreement.
Florida Power & Light Power Feeds	Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1.	600 days from Effective Date	13.2 kV	12.5 MVA (mega volt amperes).1	The City shall supply electricity to the Project. The City shall cause Florida Power & Light to furnish and install the Florida Power & Light main service entrance equipment (according to Florida Power & Light's standards and requirements) for two power feed connections to the Project. The City shall complete all designing, permitting, bidding and construction of any necessary structures for housing the Florida Power & Light main service entrance equipment. The City shall cause Florida Power & Light to install the main service entrance equipment at the locations identified by the Project Company. The Project Company shall pull the cable from the Project's switchgear to the Florida Power & Light main service entrance equipment. Florida Power & Light shall terminate the Project Company's cables at the Florida Power & Light main service entrance equipment.
Wastewater/ Sewer connection	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1.	912 days from Effective Date	4 inch	50 GPM (gallons per minute)	The City shall supply wastewater and sewage services to the Project Company. The City shall complete a 4-inch sanitary sewer force main with the capacity to receive 50 GPM. The City's sewer force main shall start at TP-02 (as indicated on Annex E-1) and convey the sanitary waste to a

¹ NTD: Increase reflects changes to Annexes G (Feedstock Water Specifications) and H-2 (Product Water Contract Standards)

		City's			
	Location of	City's Completion	Size /		
Item	Tie-In Point	Deadline	Quantity	Capacity	Type/Details
		20	- Camaras	eupuon,	discharge connection with Broward County's existing wastewater collection system.
Temporary Potable Water Connection During Construction	Existing City fire hydrant located approximately at: Latitude: 26.199790°N Longitude: 80.196151°W	60 days from Effective Date	6 inch	1,000 GPM at 20 psig (pounds per square inch gauge)	The City shall supply potable water to the Project Company. The City shall make available for use by Project Company an existing fire hydrant within approximately 400 feet of the Site and at the latitude and longitude specified in the column to the left hereof. The City shall provide a temporary water meter to record water usage by the Project Company-Related Entities. The City shall supply potable water at no cost to the Project Company.
Permanent Potable Water Connection	Northwest corner of the Site boundary as indicated by TP-04 in Annex E-1.	912 days from Effective Date	12 inch	3500 GPM	The City shall complete a 12-inch potable water main connecting to the Project Company's Tie-In Point, and the City shall supply potable water to the Project Company on a permanent basis at such Tie-In Point. The City is permitted to provide a potable water main with a smaller size and/or capacity to the extent such smaller values are approved by the Project Company and the City's Fire Prevention Bureau / Fire Marshal in accordance with Article 18.4.3.1 of the Florida Fire Prevention Code based on the needed fire flow (NFF) capacity for the Project.
Communications Connections to Existing City Systems	TP-08 as indicated in Annex E-1	912 days from Effective Date	N/A	N/A	The City shall ensure an adequate supervisory control and data acquisition (SCADA) system isavailable for the Project Company to draw Feedstock Water from the City Wellfield in accordance with Section 6.03(g) (Controls and Communications with the City Wellfield) of the Comprehensive Agreement.

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
					The City shall complete the work to connect the City's East Well Field Generator Building to the control equipment in the control room at the Project. City shall run conduit to a pull box at the Project boundary (located at TP-08 as indicated on Annex E-1 (Site Description)) and shall pull the fiber optic cable to the pull box leaving the excess cable that the Project Company will need to connect to the Project controls in the control room coiled at the pull box. Project Company shall install raceway to connect to the pull box and pull the City-provided cable to the Project controls in the control room. City shall complete the cable terminations at the City control panel in the East Well Field Generator Building. Project Company shall complete the cable terminations at the Project Company's control equipment.
Laboratory Services	N/A	912 days from Effective Date	N/A	N/A	The City shall make available to the Project Company (at no cost to the Project Company) one or more State-and NELAP-certified laboratories capable of performing all Feedstock Water and Product Water testing required to support the Wet Commissioning (as defined in Annex C-1 (Commissioning Obligations)) and Performance Testing of the Project based on the testing parameters set out in Annex F (O&M Standards).

Annex C-1 to Comprehensive Agreement Commissioning Obligations

[Attached]

1. Commissioning Activities

1.1 Commissioning Work

- (a) The Project Company shall undertake Commissioning Work consisting of Dry Commissioning and Wet Commissioning (each as defined below) of the Project Components (as defined below) and the delivery of Training to Project operations and maintenance personnel. The Project Company shall perform Dry Commissioning and Wet Commissioning with the purpose of ensuring that each Project Component meets all applicable operational requirements set forth in the Design Requirements and Construction Standards. The Project Company shall undertake Dry Commissioning and Wet Commissioning for all Project Components in a predefined sequence to be specified in the Commissioning Plan.
- (b) Commissioning Work consists of:
 - (i) Scheduling equipment manufacturers' visits to the Site;
 - (ii) Confirmation of instrument and controls calibration;
 - (iii) Performing required testing, adjusting, and balancing of Project Components;
 - (iv) Scheduling and coordinating Training, Training materials and testing activities;
 - (v) Conducting operation and maintenance Training (DB Contractor's personnel); and
 - (vi) Successfully demonstrating readiness for operation of each Project Component in accordance with the Design Requirements and Construction Standards.

1.2 Definitions

- (a) **Commissioning Period**: the period of time identified in the Project Schedule that the Project Company is scheduled to perform the Commissioning Work.
- (b) **Dry Commissioning**: testing the Project Components to demonstrate that the installed equipment or system meets the design requirements of the Design Requirements and Construction Standards; satisfying manufacturer's installation and adjustment requirements; and executing activities, including alignment, related to the proper operation of electrical equipment, mechanical equipment and instrumentation and control equipment. The Project Company shall perform Dry Commissioning activities without flowing water in any Project Component.
- (c) **Wet Commissioning**: testing the Project Components with water flowing in the system, undertaking pipeline cleaning, adjusting and balancing equipment, and performing initial operation of equipment items.
- (d) **Training**: providing classroom instruction, manuals and "hands-on" field/equipment demonstration in connection with the operation and maintenance of each Project Component.

(e) **Project Component**: each Unit Process and Process Train, as defined in Section 5.1 of Annex C-2 (*Performance Testing*), provided that the lists of the Unit Processes and Process Trains set out in Section 5 of Annex C-2 (*Performance Testing*) may be revised by the Project Company in its discretion based on the final design of the Project.

1.3 City Responsibilities And Activities During Commissioning

- (a) Prior to the date on which the Project Company is scheduled to commence the Commissioning Work in accordance with the Project Schedule, the City shall have completed all City Infrastructure Obligations in accordance with the requirements of this Agreement, including those set out in Annex B (*City Infrastructure Obligations*), so as as to allow the Project to perform the Commissioning Work and produce the Maximum Daily Requirement.
- (b) The City shall furnish all Feedstock Water required for the Commissioning Work in the quantities and at the flow rates and times specified in the Commissioning Plan, and shall ensure that such Feedstock Water meets the standards specified in Annex G (Feedstock Water Specifications).
- (c) The City shall furnish the City Employees that shall operate the Project pursuant to the terms of the Labor Services Agreement.
- (d) The City shall furnish all Chemicals required throughout the Commissioning Period in accordance with Section 14.03(b) (*Coordination and Payment of Electricity and Chemical Supply*) of this Agreement.
- (e) The City shall furnish all electricity required throughout the Commissioning Period in accordance with the electricity supply requirements set out in Annex B (*City Infrastructure Obligations*).

1.4 Training

- (a) During the Commissioning Period, the City shall make available the City Employees that must receive Training pursuant to the Labor Services Agreement. The Project Company shall arrange for such Training to be provided by the DB Contractor.
- (b) Training sessions shall take place on the Site and shall be recorded. Training shall include classroom and hands-on components. The City Employees shall participate in the Training as part of the Commissioning Work at both Dry Commissioning and Wet Commissioning stages. The Project Company shall provide to the City copies of Training materials at least ten (10) Business Days prior to the relevant Training session.

2. Execution of the Dry Commissioning Work

2.1 Overview

The Project Company shall conduct and complete the Commissioning Work in accordance with the Commissioning Plan promptly following the completion of construction of each Project Component.

The Project Company shall conduct Dry Commissioning for each Project Component prior to conducting Wet Commissioning of such Project Component.

2.2 Dry Commissioning

- (a) Dry Commissioning shall comprise the following tasks:
 - (i) Cleaning equipment, devices and connected piping so they are free of foreign material.
 - (ii) Lubricating equipment in accordance with manufacturer's instructions.
 - (iii) Turning rotating equipment manually.
 - (iv) Opening and closing valves manually, and operating other devices to check for binding, interference, or improper functioning.
 - (v) Checking for proper rotation, adjustment, alignment, balancing, mechanical and electrical connections, and any other conditions that may damage or impair proper functioning of equipment.
 - (vi) Inspecting and verifying adequate anchorage.
 - (vii) Execution of electrical tests to demonstrate compliance of the electrical installation with the specification in the Design Requirements and Construction Standards and Applicable Law. This includes:
 - (1) Checking connections, wiring, and drive status conditions of all control systems;
 - (2) Electrical termination checks of all inputs/outputs and cables; and
 - (3) Conducting electrical protection studies and implementing cables/motors isolation resistance and electrical protection programming according to such protection studies.
 - (viii) Operating tests for all valves and gates, including torque switch setting and functional tests of each electric/pneumatic valve and gate actuator.
 - (ix) Testing of overhead cranes and other lifting equipment in accordance with manufacturer's standards to ensure proper operation and establish safe working load.
 - (x) Functional testing of all protective devices and setting of protection relays and timers.
 - (xi) Confirming that the Project is mechanically complete and ready for initial operations, adjustment and testing.
 - (xii) Checking that Project instrumentation provides accurate readings, within manufacturers' tolerances, as applicable to the systems and subsystems commissioned.

- (xiii) Ensuring that the programmable logic controller (PLC) and related instruments and control loops (other than any proportional-integral-derivative (PID) loops that will be tuned in Wet Commissioning) have been set and tested.
- (xiv) Checking of equipment safety devices and interlocks.
- (xv) Checking for correct fabrication and assembly for process equipment, against piping & instrumentation diagrams (P&IDs).
- (xvi) For electrical and electrically driven Project equipment, cable end-to-end tests, cable insulation, integrity checks, earth continuity, earth loop resistance, relay settings and operation, direction of rotation, running current and functionality tests.
- (xvii) Checking instrument loop integrity, functionality and calibration of instrumentation.
- (xviii) Checking adequacy and security of fixing arrangements for machinery and pipework.
- (xix) Interfacing with related Project equipment and facilities.
- (xx) Installation of antivirus software on Project control systems and other computer systems.

3. Execution of the Wet Commissioning Work

3.1 Overview

- (a) Wet Commissioning is the process of commissioning a complete Project Component with running Feedstock Water. The objective of Wet Commissioning is to prove hydraulic continuity and operational control of the Project Component being tested, without engaging in production. As the Project shall discharge all Feedstock Water by-product produced during Wet Commissioning to the deep injection wells, the Project Company must obtain the approval of the Underground Injection Control department of the Florida Department of Environmental Protection (FDEP) for the operational testing of the deep injection wells prior to the start of Wet Commissioning.
- (b) The Project Company shall carry out Wet Commissioning of each Project Component using Feedstock Water supplied by the City as the process fluid, at an instantaneous flow rate of up to 16,000 gallons per minute (gpm) and an average daily volume (over a one-month measurement period) of up to 23 MGD.

3.2 Wet Commissioning

- (a) Wet Commissioning shall comprise the following tasks:
 - (i) Leak tests on Project tanks in accordance with FDEP requirements.
 - (ii) Pressure testing of all pressurized equipment where required under Annex M (Design Requirements and Construction Standards).
 - (iii) Pressure testing of Project pipe work in accordance with FDEP requirements.

- (iv) Testing for local operation of all pumps, blowers, compressor, and other rotating machinery to check bearing temperature, leaks, vibrations and noise against the Design Requirements and Construction Standards.
- (v) Checking for absence of undue vibration or stress.
- (vi) Verifying key electrical parameters including power factor, harmonic distortion, power consumption.
- (vii) Checking for correct interfacing with related Project Components and facilities.
- (viii) Ensuring that all PID loops have been set and tested.
- (ix) Removal of nuisance alarms from the Project control system.
- (x) Confirmation of communications and controls with the City Wellfield.
- (xi) Confirmation of communications and controls with the City Storage Tanks.

Annex C-2 to Comprehensive Agreement

Performance Testing

[Attached]

1. General

Following completion of the Commissioning Work set out in Annex C-1 (Commissioning Obligations), the Project Company shall conduct readiness tests of each Project Component (as defined in Annex C-1 (Commissioning Obligations)) as the Project Company deems necessary to confirm that the Project Company can submit such Project Component (as defined in Annex C-1 (Commissioning Obligations)) to a Performance Test (as defined in item 3 of Table 1 below). Thereafter, the Project Company shall conduct the Performance Tests (as defined in item 3 of Table 1 below) in accordance with this Annex C-2 (Performance Testing). Each Performance Test shall consist of the continuous operation of each complete Process Train for 48 hours. The Project Company shall conduct as many Performance Tests as necessary to cause all Process Trains to successfully complete a Performance Test. If the deep-injection wells have sufficient capacity available such that the Project Company may test more than one Process Train simultaneously, the Project Company may reduce the number of Performance Test iterations.

The Project Company shall deliver to the City a detailed Performance Test Protocol (as defined below) 60 days in advance of the start of the first Performance Test in accordance with Section 7 (*Protocols and Reports*) of this Annex C-2 (*Performance Testing*), which Performance Test Protocol (as defined below) shall be subject to review and approval by the City, such approval not to be unreasonably withheld, conditioned or delayed. If the City does not provide such approval or comments otherwise within two weeks of such delivery, the Performance Test Protocol (as defined below) shall be deemed approved by the City. The Performance Test Protocol (as defined below) shall provide for (a) the number of Performance Tests the Project Company shall perform, (b) the sequence and schedule of such Performance Tests and (c) in respect of each such Performance Test, (i) the specific Process Train(s) that shall be tested, (ii) the applicable Performance Criteria (as defined below), (iii) data recording needs, (iv) sampling procedures, points and frequencies, (v) sampling and data parameters and (vi) registered laboratory information for testing of Feedstock Water and Product Water. The City shall permit the Project Company to use City-provided laboratory services in accordance with Annex B (*City Infrastructure Obligations*) or other State-and NELAP-certified laboratories.

2. Purpose

The purpose of the Performance Test is to verify (a) the functionality and operability of each Process Train up to the limits of the capacity of the Disposal Wells (22 MGD in aggregate), (b) the ability of the Project to produce Product Water derived from the Process Trains operating together as contemplated in Annex F (*O&M Standards*), that meets the requirements of Annex M (*Design Requirements and Construction Standards*), Annex H-1 (*Product Water Legal Standards*) and Annex H-2 (*Product Water Contract Standards*) and (c) that the relevant Process Trains meet the Performance Criteria (as defined below).

3. Performance Test Preconditions

The City must satisfy the following obligations prior to the Project Company conducting the Performance Tests. If the City does not satisfy the following obligations before the applicable deadlines set forth in Annex B (*City Infrastructure Obligations*) or the Performance Test Protocol (as defined below), as applicable, a Relief Event shall occur pursuant to subclause (x) of the definition thereof in this Agreement.

- (a) The City shall make available a qualified and authorized representative to witness each iteration of the Performance Test at such dates and times as the Project Company shall specify in the Performance Test schedule included in the Performance Test Protocol (as updated pursuant to Item 1 of Table 1 of this Annex below), and shall notify the Project Company of the identity and qualifications of the representative at least three Business Days before the relevant Performance Test.
- (b) The City shall furnish Feedstock Water meeting the specifications set out in Annex G (Feedstock Water Specifications) at the flow rates, volumes and times specified in the Performance Test Protocol (as defined below). The maximum instantaneous flow rate required shall not exceed 16,000 gallons per minute (gpm) and the average daily volume required shall not exceed 23 MGD (over each one-month measurement period).
- (c) The City shall furnish laboratory services as specified in Annex B (City Infrastructure Obligations).
- (d) The City shall furnish the City Employees that shall operate the Project pursuant to the terms of the Labor Services Agreement.
- (e) The City shall furnish all Chemicals required through completion of all Performance Tests in accordance with Section 14.03(b) (Coordination and Payment of Electricity and Chemical Supply) of this Agreement.
- (f) The City shall furnish all electricity required through completion of all Performance Tests in accordance with the electricity supply requirements set out in Annex B (City Infrastructure Obligations).

4. Standards Applicable To Performance Tests

During each Performance Test, the Project Company shall (a) test the resulting Product Water to demonstrate that such Product Water satisfies the Legal Standards set out in Annex H-1 (*Product Water Legal Standards*) and the Contract Standards set out in Annex H-2 (*Product Water Contract Standards*) (Item 4 of Table 1 below) and (b) perform bacteriological testing on such Product Water as necessary for the Project Company to obtain clearance from FDEP to place the Project into operation pursuant to Section 62-555 F.A.C. (Item 5 of Table 1 below). After the Project Company has completed the preceding tests successfully, the Project Company shall submit to the City a Performance Test Report in connection with the relevant iteration of the Performance Test (Item 6 of Table 1 below). The condition to the Commercial Operation Date set out in Section 4.09(a)(i) (*Performance Testing*) of this Agreement shall occur on the date City countersigns the Performance Test Certificate following the last iteration of the Performance Test

(Item 7 of Table 1 below). After the City countersigns the Performance Test Certificate, the Project Company shall submit to FDEP a request for clearance to place the Project into operation in accordance with Section 62-555 F.A.C. (Item 8 of Table 1 below). The condition to the Commercial Operation Date set out in Section 4.09(a)(ii) (*FDEP Clearance*) of this Agreement shall be satisfied on the date that FDEP confirms that the Project is "cleared for operations" (Item 9 of Table 1 below) ("**FDEP Approval**").

On and after the Commercial Operation Date, the City shall take Product Water produced by the Project and distribute such Product Water in accordance with Section 6.03 (*Product Water Quantity*) of the Comprehensive Agreement.

5. Unit Processes and Process Trains

Prior to conducting the Performance Test, the Project Company shall test the Project for Performance Test readiness by conducting individual and sequential tests of each Unit Process and each Process Train. The Parties acknowledge that the Unit Processes and Process Trains identified in the list below are subject to change based on the final design of the Project. The Project Company shall include a final list of Unit Processes and Process Trains in the Performance Test Protocol (as defined below).

5.1 Definitions:

- (a) **Unit Process**: an individual stage in the overall treatment system performing a discrete identified step in the treatment process.
- (b) **Process Train**: a modularization of the overall treatment system that enables part of the Project to be removed from service (e.g. for maintenance) without impacting the performance or capacity of the overall treatment system or the Product Water quality. The Project is anticipated to have six separate Process Trains, each with a capacity of 10 MGD and comprised of the main Unit Processes as set out below in Section 5.2 (*Unit Processes*) of this Annex C-2.

5.2 Unit Processes. Unit Processes comprise:

- (a) Deep-injection wells
- (b) Each set of process tanks & pumps
- (c) Each Chemical storage and feed system
- (d) Nanofiltration (NF) Trains (without pretreatment)
- (e) Ion Exchange (IX) Vessels (without pretreatment)
- (f) Pretreatment Units: Pretreatment media pressure filters (NF & IX) (to the extent required pursuant to Section 8.01 (*Required Scope Items*) of this Agreement)
- (g) Degasifiers (IX pretreatment and NF post-treatment)
- (h) NF clean-in-place system

- (i) IX regeneration system
- **Process Trains.** Unit Processes are grouped together into Process Trains. Each Process Train that the Project Company shall test is comprised of at least one of each of the following sets of combined Unit Processes:
 - (a) NF Train (Pretreatment Unit, one NF Train)
 - (b) IX Train (Pretreatment Unit, three IX Vessels)
 - (c) Post Treatment Train (two degasifiers, NF/IX water blending, disinfection and transfer pumping)

6. Performance Test Sequence

The Project Company shall perform the Performance Test in accordance with the sequence set out below.

	Table 1: Performance Testing Sequence				
	Stage	Project Company Action	Duration or point in time		
1	Readiness for Performance Test of a Unit Process or Process Train (recurring)	Project Company to test each Unit Process and Process Train to demonstrate readiness for Performance Test.	As required to demonstrate readiness for Performance Testing.		
2	Preparation of Performance Test Protocol and schedules	Deliver to the City Performance Test Protocol and indicative schedule for the Performance Test.	At least 30 days before conducting the first iteration of the Performance Test. The Project Company shall update the testing schedule weekly throughout the duration of all iterations of the Performance Tests.		
3	Performance Test (recurring)	Conduct Performance Tests to demonstrate compliance with the Agreement.	After completion of all readiness testing; continuous and simultaneous operation of each complete Process Train for 48 hours (under City observation). Project Company to provide City at least 48 hours' notice of the exact date and time of the Performance Test for each complete Process Train.		

	Table 1: Performance Testing Sequence				
	Stage	Project Company Action	Duration or point in time		
4	Product Water Quality Demonstration (recurring)	Sample treated water produced during each Performance Test for and, within the period required by Section 62-555 F.A.C, submit analytical test results demonstrating compliance with the standards in Annexes H-1 (<i>Product Water Legal Standards</i>) and H-2 (<i>Product Water Contract Standards</i>).	During Performance Test; prior to requesting FDEP Approval.		
5	Bacteriological Testing (recurring)	Within the period required by Section 62-555 F.A.C, sample treated water produced during Performance Test each calendar day (allowing at least six hours between each sampling) until negative tests on two consecutive calendar days achieved.	During Performance Test; prior to requesting FDEP Approval.		
6	Performance Test Report (recurring)	Deliver to the City a Performance Test Report for each iteration of the Performance Test.	Within 72 hours of receipt of successful Product Water quality test results and successful bacteriological test results.		
7	Performance Test Certificate (Section 4.09(a)(i) (Performance Testing) of this Agreement)	Project Company and City sign the Performance Test Certificate.	Within 72 hours after delivery of the Performance Test Report for the last Performance Test.		
8	Request for Clearance to Place New Treatment Components Into Operation	Submit Form 62-555.900(9) with supporting test information to FDEP.	After Performance Test Certificate has been signed.		

	Table 1: Performance Testing Sequence					
	Stage	Project Company Action	Duration or point in time			
9	Completion of Performance Test activities required for achievement of the Commercial Operation Date (Sections 4.09(a)(i) (Performance Testing) and 4.09(a)(ii) (FDEP Clearance) of this Agreement)	Notify the City of FDEP Approval and readiness to deliver Product Water to the City at the Product Water Delivery Point.	Upon receipt of FDEP Approval.			

7. Protocols and Reports

- **7.1 Performance Test Protocol:** As required pursuant to Item 2 of Table 1 above and Section 1 (*General*) of this Annex C-2, the Project Company shall submit to the City, in electronic PDF format, a Performance Test Protocol setting out a description of each planned Performance Test activity, including:
 - (a) Sequence of each iteration of the Performance Test
 - (b) Statement of the Performance Criteria (as defined below) in accordance with the Design Requirements and Construction Standards.
 - (c) The measurements that the Project Company shall take and the methods the Project Company shall use, including:
 - (i) Monitoring process operating data for each area of the Project.
 - (ii) A list of data that the Project Company shall collect and monitor continuously at the supervisory control and data acquisition (SCADA) system.
 - (iii) A list of data that the Project Company shall subject to daily laboratory analysis during the Performance Tests.
 - (d) Identification of services and materials that the City is required to provide.
 - (e) A description of any field adjustments that the Project Company may make.
 - (f) Form of Performance Test Certificate
- **7.2 Performance Test Report:** The Project Company shall submit a Performance Test Report after successful completion of each iteration of the Performance Test, as required in accordance with Item 6 of Table 1 above. The Project Company shall submit the Performance Test Report in electronic PDF format. The Performance Test Report shall include the following information:
 - (a) A cover page with:
 - (i) Name of test;

- (ii) Dates of each iteration; and
- (iii) Revision number (the first test shall be revision "00"; the second test "01" and so on).
- (b) A complete description of the Performance Test procedures with emphasis on any deviations from the relevant sections of the Performance Test Protocol previously submitted.
- (c) Complete hydraulic and electrical testing results.
- (d) A description of any faults or failures as categorized in Section 8 (*Faults and Failures*) of this Annex, the required adjustments and the results of any required retesting.
- (e) An attachment listing water quality analytical performance test data (in electronic excel spreadsheet format)
- (f) A certification section verifying the authenticity of the report with the signature of the representative of the Project Company.

8. Faults and Failures

Project Component (as defined in Annex C-1 (*Commissioning Obligations*)) failures and faults are divided into three categories:

- **8.1 Mechanical Faults**: Mechanical Faults include piping and mechanical equipment faults such as major leaks and pump failures.
- **8.2 Minor Mechanical Faults**: Minor Mechanical Faults include piping and mechanical equipment faults due to minor leak repair or vibrations, a faulty transmitter or signal, or another item that does not require a shutdown to address.
- **8.3 Process Faults**: Process Faults include all measurement faults such as high pressure, low flow, high conductivity and signal faults.
- **8.4 External Faults**: Faults that are outside the responsibility of the Project Company such as power outage, Feedstock Water unavailability and any other matter outside of the Project Company's responsibilities under this Agreement that prevents normal Project operation.

If during any Performance Test a failure or fault causes a Process Train to shut down, the Project Company shall halt the Performance Test and delay completion of the Performance Test until the failure or fault is fixed and the Process Train is restarted.

If the Project Company halted a Performance Test due to a Mechanical Fault or a Process Fault, once the Process Train is restarted, the Project Company shall restart the Performance Test for a new required period of the same duration as the original Performance Test that was halted.

If the Project Company halted a Performance Test due to an External Fault, once the External Fault is remedied and the Process Train is restarted, the Project Company shall continue the Performance Test from the point at which it was stopped.

If during any Performance Test the Project Company observes a Minor Mechanical Fault, the Project Company shall remedy the Minor Mechanical Fault and shall continue the Performance Test uninterrupted.

The Project Company shall record the reason for and duration of any suspension of any Performance Test iteration in the applicable Performance Test Report.

9. Measuring Points and Counters

During each Performance Test, the Project Company shall record all Process Train flows, pressures and analytical readings and include the same as part of the applicable Performance Test Report in accordance with the Performance Test Protocol.

10. Performance Testing

- **10.1 Performance Test Duration**: Each iteration of the Performance Test shall run for 48 hours.
- 10.2 Performance Criteria: The relevant Process Trains being tested shall be deemed to have passed the Performance Test if the conditions in paragraphs (a), (b), and (c) below are met (together, the "Performance Criteria"):
 - (a) The Product Water meets the standards in Annexes H-1 (*Product Water Legal Standards*) and H-2 (*Product Water Contract Standards*).
 - (b) The quantity of Product Water meets the requirements at the full rated capacity of the applicable number of complete Process Trains involved in such iteration.
 - (c) The Project Company has recorded and provided continuous measurements for flow, pressure and Product Water quality for the on-line instrumentation included within the design of the relevant Process Train(s).
- **10.3 Sampling Protocol:** As the Project Company shall further detail in the Performance Test Protocol, the Project Company shall record the following parameters every eight hours during each iteration of the Performance Test (Item 4 of Table 1 above):
 - (a) Feedstock Water (at the Feedstock Water Delivery Point):
 - (i) Color
 - (ii) pH
 - (iii) Alkalinity
 - (iv) Total Hardness
 - (v) Calcium hardness
 - (vi) Iron
 - (vii) Chloride
 - (viii) H2S

- (ix) Conductivity
- (x) Total dissolved solids (TDS) calculation
- (b) Product Water (at the discharge to the Product Water transfer pumps):
 - (i) Color
 - (ii) Alkalinity
 - (iii) Total Hardness
 - (iv) Calcium hardness
 - (v) Iron
 - (vi) Chlorides
 - (vii) Conductivity
 - (viii) Total dissolved solids (TDS) calculation

If the Project Company and the City mutually agree to add additional parameters to the sampling protocol included in the Performance Test Protocol, the Project Company shall also record such additional parameters during the Performance Test.

Annex C-3 to Comprehensive Agreement Transition Plan

[Attached]

1. General

On the Commercial Operation Date, the Project Company shall deliver Product Water to the City. For at least 15 days thereafter (the "**Transition Period**"), the City shall transition its primary source of Product Water from the Fiveash Water Treatment Plant to the Project. During such Transition Period, the City shall deliver Feedstock Water to the Project Company and accept Product Water delivered by the Project Company at the times and in the quantities that the Project Company shall specify in accordance with this Annex C-3 (*Transition Plan*).

At least 60 days prior to the date on which the Commercial Operation Date is scheduled to occur in accordance with the Project Schedule, the Project Company shall deliver to the City a detailed plan for this transition (the "Transition Plan") as set out in this Annex C-3 (*Transition Plan*). The Project Company shall specify in the Transition Plan (a) the timing, flow rate and amounts of the incremental increase in Product Water produced by the Project and taken by the City, in conjunction with reduced production at the Fiveash Water Treatment Plant, (b) the timing, flow rate and amounts of the incremental increase in Feedstock Water delivered by the City to the Project Company, in conjunction with reduced deliveries of Feedstock Water by the City to the Fiveash Water Treatment Plant and (c) the timing, categories and number of City Employees that the City must provide in accordance with the Labor Services Agreement. The Transition Plan shall be subject to review and approval by the City, such approval not to be unreasonably withheld, conditioned or delayed. If the City does not respond within two weeks of such delivery, the Transition Plan shall be deemed approved by the City.

2. Basis and Purpose for Facility Transition

The purpose of the Transition Plan is to introduce Product Water delivered by the Project Company into the City's distribution system gradually while incrementally shifting Feedstock Water delivery and City Employees from the Fiveash Water Treatment Plant to the Project. Pursuant to the Transition Plan, the City shall increase the amount of Feedstock Water delivered by the City to the Project Company, and the Project Company shall increase the amount of Product Water delivered by the Project Company to the City, in increments over the Transition Period. The Transition Plan shall provide for an established minimum time for continuous operation of the Project at each production increment so that the Project Company can verify the adequate performance of the Project and the quality of Product Water delivered at such production increment, until reaching the rated capacity of the Project. During the Transition Period, the Project Company and the City shall cooperate and coordinate to reduce production at the Fiveash Water Treatment Plant and the 12 MGD capacity Peele Dixie Water Treatment Plant owned and operated by the City to allow continuous operation of the Project at consistent flow.

After the end of the Transition Period, the Project Company shall commence normal Product Water deliveries in the quantities specified in the Daily Plan delivered by the City in accordance with Section 6.03 (*Product Water Quantity*) of this Agreement. Project Company shall not be required to meet the Guaranteed

Maximum Monthly Electricity Consumption and Guaranteed Maximum Monthly Chemical Consumption during the Transition Period.

3. Facility Transition Preconditions

Following the Commercial Operation Date, the Project Company shall operate the Project in accordance with the Transition Plan.

City Obligations. The City must satisfy the following obligations during the Transition Period. If the City does not satisfy the following obligations before the applicable deadlines set forth in Annex B (*City Infrastructure Obligations*) or the Transition Plan (as applicable), a Relief Event shall occur pursuant to subclause (x) of the definition thereof in this Agreement.

- (a) The City shall furnish all Feedstock Water required for the Transition Period at the times and in the quantities and flow rates specified in the Transition Plan and shall ensure that such Feedstock Water meets the water quality, flow rate and other requirements specified in Annex G (Feedstock Water Specifications).
- (b) The City shall furnish City Employees to operate the Project pursuant to the terms of the Labor Services Agreement.
- (c) The City shall ensure that, prior to the anticipated Commercial Operation Date, the City Storage Tanks are capable of receiving in an uninterrupted way all of the Product Water that the Project Company shall produce during the Transition Period.

4. Transition Plan Sequence

Table 1 below sets forth the sequence of the Transition Plan steps.

	Table 1: Transition Plan Schedule					
	Activity	Action	Duration or point in time			
1	Begin Product Water Deliveries to the City	Project Company begins to deliver Product Water to the Product Water Delivery Point at 10 MGD	On the Commercial Operation Date; for up to 72 hours of continuous operation.			
2	Incremental Increase in Product Water Quantities Delivered to the City (increments of 10 MGD)	Operation at 20 MGD Operation at 30 MGD	Up to 72 hours of continuous operation at each production capacity increment. Project Company may temporarily decrease production to a lower			
		Operation at 40 MGD Operation at 50 MGD	capacity increment during the Transition Period in response to a City request or otherwise as necessary to adjust any Unit			
		Operation at 30 MOD	Process.			

	Table 1: Transition Plan Schedule					
	Activity	Action	Duration or point in time			
3	Commence Normal Product Water Deliveries	Project Company to commence operation of the Project in accordance with the Daily Plan requirements.	Up to 30 days after the Commercial Operation Date as required to confirm Project performance at each incremental production capacity.			

W&C Draft: November 22, 2022

Annex D-1 to Comprehensive Agreement

Form of Construction Progress Report

MONTHLY CONSTRUCTION PROGRESS REPORT

[DATE]

Status Overview: DB Work required under the Comprehensive Agreement continues to progress. The details of DB Work performed in [INSERT MONTH] are listed below.

- 1. Permitting Status
- 2. Engineering Progress
 - a. Current Status of each Engineering/Design Package.¹
 - Status of submitted/reviewed items
- 3. Procurement Update (Materials/Subcontracts/Fabrication/Delivery)²
- 4. Construction Progress
 - a. Status on work activities and review of progress on previous meeting's.³ Three-week Schedule
- 5. Upcoming DB Work Activities
 - a. Three-week Schedule (outlining activities scheduled over the next three weeks and noting relevant anticipated milestones)
- 6. Critical Path Method Schedule Update
- 7. City and Project Company Coordination⁴
- 8. Critical Issues.⁵

The estimated date on which the Commercial Operation Date will be achieved is [insert Scheduled Commercial Operation Date here].

¹ NTD: "Packages" include design packages that will generally include the plans and specifications for a defined scope or work. There may also be a structural package, mechanical package, or package for the Nano Filtration Building (the make-up of the packages will be defined by DB Contractor team and will be driven by the overall Project Schedule).

² NTD: This refers to the procurement of primarily engineered equipment, but may also include discussions on permanent materials purchasing or subcontracts for goods and services.

³ NTD: This refers to the mandatory construction progress meetings under Section 4.07(b) of this Agreement.

⁴ NTD: This will include discussion of any activities that would require the City to participate or facilitate (e.g., provide access, attend inspections/walk-downs, etc.).

⁵ NTD: While Item 6 is the comprehensive Project Schedule update, this Item 8 will include discussion of any issues that could impact the progress of construction from a cost or schedule perspective.

There have been [no material][the following] delays encountered to date [list applicable delays, if any].

Annex D-2 to Comprehensive Agreement

Form of Operations Period Report

[See attached]

Prospect Lake WTP Monthly Report

Contents

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3.	Produ	ct Water Quality	3
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6.	Compl	aints and communications and unusual events	4
7.	Prima	ry Maintenance, Repair and Replacement activities	4
8.	Partial	l/full plant shutdowns	4
9.	Enviro	onmental conditions	4
10.	Result	s of any Regulatory or Insurance Inspections	4
11.	Utilitie	es and Utility Outages	4
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13.	Notice	s of material violations	4
14.	Injury	/Illness	4
15.	Training Program		
Append Append Append	dix 2 dix 3	Product Water and Feedstock Water Quantities Product Water Quality Actual Monthly Electricity Consumption Actual Monthly Chemical Consumption	
- PP		The state of the s	

	Date of Report: [], 20[] (Contract Month []
1.	Executive Summary
2.	Daily and Monthly Water Quantity
millio	The aggregate Daily Quantity Delivered by the Project Company for this Contract Month was [on gallons.
gallon	The aggregate Daily Quantity Requested by the City for this Contract Month was [] millions.
day of	The table below indicates the Daily Quantity Delivered and the Daily Quantity Requested for each f the Contract Month of [].
	[table – Daily Quantity Delivered v. Daily Quantity Requested]
to date	The table below indicates the aggregate amount of Product Water delivered for the Contract Yea e, divided by the aggregate amount of Product Water delivered for this Contract Month.
[ta	able – aggregate amount of Product Water delivered for the Contract Year to date, divided by the aggregate amount of Product Water delivered for this Contract Month]
	ndix 1 (<i>Product Water and Feedstock Water Quantities</i>) provides complete details of Product Water ction and Feedstock Water quantities in Excel format.
3.	Product Water Quality
	[] million gallons of Product Water delivered met the Product Water Quality Guarantee for this act Month according to Annexes H-1 (<i>Product Water Legal Standards</i>) and H-2 (<i>Product Water Standards</i>) of the Comprehensive Agreement.
	Appendix 2 (Product Water Quality) provides complete details of Product Water quality data collected.
4.	Electricity Consumption
	The Actual Monthly Electricity Consumption for this Contract Month was [].
Consu	[table – Guaranteed Maximum Monthly Electricity Consumption v. Actual Monthly Electricity umption]
	Appendix 3 (Actual Monthly Electricity Consumption) provides a more detailed description o electricity consumption.
5.	Chemical Consumption
	The Actual Monthly Chemical Consumption for this Contract Month was [].
Consu	[table –Guaranteed Maximum Monthly Chemical Consumption v. Actual Monthly Chemical Imption]

Chem	nical consumption.		
6.	Complaints and communications and unusual events		
	During this Contract Month, [] complaints were received.		
7.	Primary Maintenance, Repair and Replacement activities		
8.	Partial/full plant shutdowns		
	[] plant shutdowns occurred during this Contract Month.		
9.	Environmental conditions		
based	[] adverse conditions, including Named Windstorms, were expected in this Contract Month on the available local weather forecasts or reports.		
the av	adverse weather or other environmental conditions occurred in this Contract Month based or vailable local data.		
10.	Results of any Regulatory or Insurance Inspections		
11.	Utilities and Utility Outages		
	There were [] utility outages during this month at the Project.		
12.	Reports and Submittals to/from Governmental Authorities		
	[To the extent that any of the below reports are submitted to any Governmental Authority, in accordance with the frequency required by Applicable Law, in this Contract Month, then they shal be included as attachments hereto.		
	o FDEP Reports		
	o South Florida Water Management District Reports		
	o FDEP Underground Injection Control Reports		
	o Other]		
13.	Notices of material violations		
Gove	During this Contract Month there were [] notices of material violation received from any rnmental Authority with jurisdiction over the Project.		
14.	Injury/Illness		
15.	Training Program		
	Г		

Appendix 4 (Actual Monthly Chemical Consumption) provides a more detailed description of

Appendices

Appendix 1: Product Water and Feedstock Water Quantities

Appendix 2: Product Water Quality

Appendix 3: Actual Monthly Electricity Consumption

Appendix 4: Actual Monthly Chemical Consumption



CONSTRUCTION ACCESS AND LAYDOWN AREA

CONSTRUCTION ROAD/ROGHT OF WAY ACCESS

PERMANENT UNDERGROUND UTILITIES (INSTALLED BY PROJECT COMPANY, OUTSIDE OF CAMPUS BOUNDARY)

PERMANENT FACILITIES

	TIE-IN LOCATIONS
TP-01	RAW WATER - PROSPECT WELLFIELD SUPPLY
TP-02	SEWER DISCHARGE
TP-03	FIRE WATER SUPPLY
TP-04	POTABLE WATER
TP-05	PRODUCT WATER
TP-06	DEEP WELL INJECTIONS
TP-07	ELECTRICAL SUPPLY
TP-08	COMMUNICATIONS

NOTES:

CONSTRUCTION

1. EXCESS SOIL WILL BE DISTRIBUTED WITHIN THIS AREA 2. PROJECT COMPANY REQUIRES RIGHT TO ACCESS/OCCUPY/MODIFY/USE ALL OR PORTIONS OF THE PROPERTIES LISTED BELOW, INCLUDING, BUT NOT NECESSARILY LIMITED TO: CONSTRUCTION OF BOTH PERMANENT AND TEMPORARY ABOVE GROUND STRUCTURES (INCLUDING CONSTRUCTION OFFICES AND STORAGE AREAS); PERMANENT AND TEMPORARY BELOW GROUND STRUCTURES; ACCESS (INCLUDING WITHIN

UTILITY EASEMENTS AND RIGHTS OF WAY); WORK WITHIN

RIGHTS OF WAY AND EASEMENTS INCLUDING UTILITY

EASEMENT REQUIREMENTS: THE CITY WILL EXECUTE ALL REQUIRED TEMPORARY AND PERMANENT EASEMENTS (INCLUDING THOSE AS DEFINED IN ANNEX XXX) THAT ARE NEEDED FOR THE PROJECT COMPANY TO INSTALL AND ACCESS INFRASTRUCTURE THAT PROJECT COMPANY CONSRUCTS THAT IS OUTSIDE OF THE BOUNDARY OF THE PLCWC CAMPUS.

PROJECT COMPANY REQUIRES RIGHTS TO SECURE AND LIMIIT ACCESS TO PROJECT COMPANY'S AREAS OF OPERATIONS AND TEMPORARY AND PERMANENT FACILITIES.

PROJECT COMPANY REQUIRES RIGHTS TO CONDUCT MAINTENANCE OF TRAFFIC IN AREAS OF ROADWAYS IMPACTED BY PROJECT COMPANY'S CONSTRUCTION ACTIVITIES.

3317 NW 56 ST (Parcel ID: 9207000110) 5701 NW 31 AVE (Parcel ID: 9207000180) 5701 NW 31 AVE (Parcel ID: 9207000190) 5701 NW 31 AVE (Parcel ID: 9207000170) 5701 NW 31 AVE (Parcel ID: 9207000200) 5900 HAWKINS RD (Parcel ID: 9207000100) 6000 HAWKINS RD (Parcel ID: 9207061630) 6000 HAWKINS RD (Parcel ID: 9207061620) 6001 HAWKINS RD (Parcel ID: 9207010160) 6001 HAWKINS RD (Parcel ID: 9207010160) 5825 NW 31 AVE (Parcel ID: 9207000162) 5815 NW 31 AVE (Parcel ID: 9207000160) 5807 NW 31 AVE (Parcel ID: 9207000163) 5733 NW 31 AVE (Parcel ID: 9207070010) 5709 NW 31 AVE (Parcel ID: 9207000150) NW 35 AVE R/W W PROSPECT RD R/W NW 31 AVE R/W

(INCLUDING ANY SETBACKS OR EASEMENTS ASSOCIATED WITH EACH PROPERTY LISTED)

3. ALL BOUNDARIES AND PHYSICAL FEATURE LOCATIONS ARE APPROXIMATE

4. NOT ALL PHYSICAL FEATURES ARE IDENTIFIED/ INDICATED ON THIS DRAWING

5. CITY WILL MAINTAIN OPERATION AND MAINTENANCE RESPONSIBILITY FOR ALL CITY WELLS AND FACILITIES (INCLUDING THE GENERATOR BUILDING AND SPENT LIME PONDS). DURING CONSTRUCTION, PROJECT COMPANY WILL COORDINATE ACCESS TO THESE FACILITIES WITH THE CITY.

- PRELIMINARY -NOT FOR CONSTRUCTION

PRELIMINARY LAYOUT L. LITTLE J. SOLAR DATE **DESIGN BY** CHECKED BY CITY OF FORT LAUDERDALE

PROSPECT LAKE CLEAN WATER CENTER (PLCWC)

® Kiewit

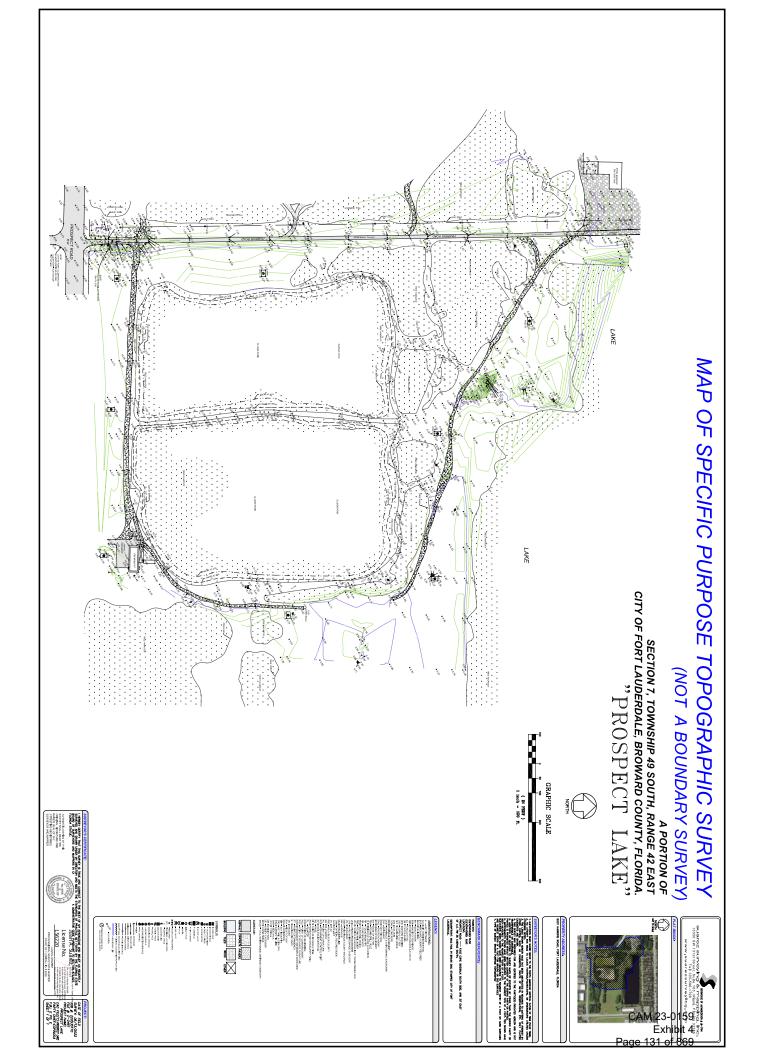
SCALE IN FEET

SCALE: 1" = 100'-0"

SITE PLAN

DRAWING NUMBER 20036124-SP-001 K. STEICHEN







PLCWC

3501 West Prospect Road Fort Lauderdale, FL 33309

Inquiry Number: 7016287.2s

June 13, 2022

The EDR Radius Map™ Report with GeoCheck®



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800.352.0050 www.edrnet.com

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Thank you for your business.Please contact EDR at 1-800-352-0050 with any questions or comments.

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A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E1527-21), the ASTM Standard Practice for Environmental Site Assessments for Forestland or Rural Property (E 2247-16), the ASTM Standard Practice for Limited Environmental Due Diligence: Transaction Screen Process (E 1528-14) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

3501 WEST PROSPECT ROAD FORT LAUDERDALE, FL 33309

COORDINATES

Latitude (North): 26.1969610 - 26 ^ 11' 49.05" Longitude (West): 80.1935540 - 80 ^ 11' 36.79"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 580575.2 UTM Y (Meters): 2897583.0

Elevation: 1 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property Map: 11496427 FORT LAUDERDALE NORTH, FL

Version Date: 2018

AERIAL PHOTOGRAPHY IN THIS REPORT

Portions of Photo from: 20151013 Source: USDA

MAPPED SITES SUMMARY

Target Property Address: 3501 WEST PROSPECT ROAD FORT LAUDERDALE, FL 33309

Click on Map ID to see full detail.

Onor on map 12 to occ full detail.						
MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION	
A1	FIVEASH WELL #37	3301 WEST PROSPECT R	AST, BROWARD CO. HM, TIER 2	Higher	1 ft.	
A2	CITY OF FORT LAUDERD	3301 W PROSPECT RD	UST, AST, Financial Assurance	Higher	1 ft.	
3	AMERICAN AUTO MACHIN	5800 NW 35 AVE	Enforcement	Higher	5, 0.001,	
B4	TRIVIDIA HEALTH, INC	3230 W PROSPECT RD	BROWARD CO. HM	Higher	104, 0.020, SE	
B5	AVIALL SERVICES, INC	3200 W PROSPECT RD	BROWARD CO. HM, NPDES	Higher	118, 0.022, SE	
B6	AVIALL	3200 W PROSPECT RD	RCRA NonGen / NLR	Higher	118, 0.022, SE	
7	FLORIDA COMMERCIAL D		US MINES	Higher	266, 0.050, NW	
C8	PROSPECT PARK III, I	5535 NW 35TH AVE	BROWARD CO. HM	Higher	340, 0.064, SW	
C9	ANVIL AMERICA	5535 NW 35TH AVE	BROWARD CO. HM	Higher	340, 0.064, SW	
D10	BRINKS HOME SECURITY	3327 NW 55TH ST	BROWARD CO. HM	Higher	444, 0.084, South	
D11	PINNACLE ONE PRICE D	3305 NW 55TH ST	EDR Hist Cleaner	Higher	444, 0.084, SSE	
D12	NAVTELL	3331 NW 55 STREET	SEMS-ARCHIVE	Higher	444, 0.084, South	
D13	SERVICE WORKS	3331 NW 55TH ST	DWM CONTAM, BROWARD CO. HM, RESP PARTY	Higher	444, 0.084, South	
D14	SPACELABS	3313 NW 55 ST.	SEMS-ARCHIVE	Higher	444, 0.084, South	
E15	CARDNO, INC.	3427 NW 55TH ST	BROWARD CO. HM	Higher	444, 0.084, SSW	
D16	USIC LOCATING SERVIC	3337 NW 55TH ST	BROWARD CO. HM	Higher	444, 0.084, South	
D17	AFL TELECOMMUNICATIO	3349 NW 55TH ST	BROWARD CO. HM	Higher	445, 0.084, South	
C18	TERMINIX COMMERCIAL	3467 NW 55TH ST	BROWARD CO. HM	Higher	445, 0.084, SSW	
C19	GEMINI AIRCRAFT	3469 NW 55TH STREET	DWM CONTAM, RESP PARTY	Higher	445, 0.084, SSW	
C20	GEMINI AIRCRAFT	3469 NW 55 ST	SEMS-ARCHIVE	Higher	445, 0.084, SSW	
E21	PROSPECT PARK II, IN	3445 NW 55TH ST	BROWARD CO. HM	Higher	445, 0.084, SSW	
E22	GLOBAL ALLIANCE LABS	3447 NW 55TH ST	DWM CONTAM, RESP PARTY	Higher	445, 0.084, SSW	
E23	GLOBAL ALLIANCE LABS	3447 NW 55 STREET	SEMS-ARCHIVE	Higher	445, 0.084, SSW	
24	EXECUTIVE AIRPORT CE	3150 W PROSPECT RD	BROWARD CO. HM	Higher	546, 0.103, SE	
F25	DESIGNER SIGN SYSTEM	3540 NW 56TH ST	BROWARD CO. HM	Higher	561, 0.106, WSW	
F26	MCQUAY INTERNATIONAL	3540 NW 56TH ST STE	RCRA NonGen / NLR	Higher	561, 0.106, WSW	
F27	POWELL ELECTRONICS I	3540 NW 56TH ST STE	RCRA NonGen / NLR, FINDS, ECHO	Higher	561, 0.106, WSW	
F28	ORKIN PEST CONTROL (3540 NW 56TH ST	BROWARD CO. HM	Higher	561, 0.106, WSW	
F29	MCQUAY INTERNATIONAL	3540 W PROSPECT RD	BROWARD CO. HM	Higher	561, 0.106, WSW	
F30	TRM COPY CENTERS COR	3540 NW 56TH ST	RCRA NonGen / NLR, FINDS, ECHO	Higher	561, 0.106, WSW	
G31	FUTURE METALS, INC.	5400 NW 35TH AVE	BROWARD CO. HM	Higher	655, 0.124, SSW	
G32	GA TELESIS TURBINE T	5400 NW 35TH AVE	BROWARD CO. HM	Higher	655, 0.124, SSW	
G33	FUTURE METALS INC	5400 NW 35TH AVE	UST	Higher	655, 0.124, SSW	
F34	SPG PALM CROSSING, L	3520 NW 56TH ST	BROWARD CO. HM	Higher	706, 0.134, SW	
F35	FALCON CREST AVIATIO	3520 NW 56TH ST	BROWARD CO. HM	Higher	706, 0.134, SW	
H36	HEMACARE BIOSCIENCE,	5440 NW 33RD AVE	BROWARD CO. HM	Higher	752, 0.142, SSE	
H37	Z COMMUNICATIONS INC	5450 NW 33RD AVE STE	RCRA NonGen / NLR, FINDS, ECHO	Higher	753, 0.143, SSE	
H38	INTEGRATED REGIONAL	5361 NW 33RD AVE	BROWARD CO. HM, HW GEN	Higher	792, 0.150, South	
H39	SPG PALM CROSSING, L	5361 NW 33RD AVE	BROWARD CO. HM	Higher	792, 0.150, South	

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MAPPED SITES SUMMARY

Target Property Address: 3501 WEST PROSPECT ROAD FORT LAUDERDALE, FL 33309

Click on Map ID to see full detail.

Click on Map ID to see full detail.					
MAP ID	SITE NAME	ADDRESS		RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
H40	INTEGRATED REGIONAL	5361 NW 33RD AVE	RCRA-VSQG	Higher	792, 0.150, South
H41	GAMBRO HEALTHCARE LA	5361 NW 33RD AVE	RCRA-VSQG	Higher	792, 0.150, South
H42	OTIS ELEVATOR COMPAN	5381 NW 33RD AVE	BROWARD CO. HM	Higher	793, 0.150, South
H43	OAKWOOD WORLDWIDE	5371 NW 33RD AVE	BROWARD CO. HM	Higher	793, 0.150, South
F44	WEBSTER'S TEAM SPORT	3560 W PROSPECT RD	BROWARD CO. HM	Higher	821, 0.155, WSW
145	3580 & 3590 BUILDING	3580 NW 56TH ST	AST	Higher	1030, 0.195, WSW
146	3580 & 3590 BUILDING	3580 NW 56TH ST	BROWARD CO. HM	Higher	1030, 0.195, WSW
147	BROWARD CNTY WWS 1A1	3596 W PROSPECT RD	AST	Higher	1080, 0.205, WSW
148	3580 & 3590 BUILDING	3580 W PROSPECT RD	AST, Financial Assurance, BROWARD CO. HM	Higher	1080, 0.205, WSW
49	TOWNE PLACE SUITES	3100 W PROSPECT RD	BROWARD CO. HM	Higher	1099, 0.208, ESE
J50	VERTIV CORPORATION	3590 NW 54TH ST	BROWARD CO. HM	Higher	1159, 0.220, SW
51	CHEMSTATION OF FLORI	5350 NW 35TH TER	AST, BROWARD CO. HM, TIER 2	Higher	1163, 0.220, SSW
J52	RAM TOOL CONSTRUCTIO	3585 NW 54TH ST	BROWARD CO. HM	Higher	1185, 0.224, SW
K53	ENVIRO CARE INC	5410 NW 33RD AVE STE	RCRA NonGen / NLR, FINDS, ECHO	Higher	1209, 0.229, South
K54	UNIVERSAL PROPERTY &	5341 NW 33RD AVE	UST, Financial Assurance, BROWARD CO. HM	Higher	1236, 0.234, South
K55	UNIVERSAL INSURANCE	5341 NW 33RD AVE	AST	Higher	1236, 0.234, South
L56	LAKEVIEW PLAZA, INC.	5901 NW 31ST AVE	BROWARD CO. HM	Higher	1258, 0.238, ENE
L57	HYPOWER, INC.	5913 NW 31ST AVE	BROWARD CO. HM	Higher	1278, 0.242, ENE
L58	SUNALEX CORP	5955 NW 31ST AVE	SEMS-ARCHIVE, RCRA-VSQG	Higher	1296, 0.245, ENE
L59	SUNALEX CORPORATION	5955 NW 31ST AVE	CLEANUP SITES, DWM CONTAM, BROWARD CO. HM, R	ESP.Higher	1296, 0.245, ENE
L60	EXPOSE YOURSELF	5967 NW 31ST AVE	BROWARD CO. HM	Higher	1302, 0.247, ENE
L61	WELDON PAINTING	5973 NW 31 AVENUE	SEMS-ARCHIVE	Higher	1304, 0.247, ENE
L62	LITEX, INC.	5985 NW 31ST AVE	BROWARD CO. HM	Higher	1310, 0.248, ENE
L63	SUPER STOP	6063 NW 31ST AVE	LUST, UST, DWM CONTAM, Financial Assurance	Higher	1391, 0.263, NE
M64	7-ELEVEN FOOD STORE	5590 NW 31ST AVE	LUST, UST, DWM CONTAM, Financial Assurance	Higher	1416, 0.268, ESE
M65	FRUCHT DENTAL LAB	5578 NW 31ST AVENUE	DWM CONTAM, RESP PARTY	Higher	1418, 0.269, ESE
M66	FRUCHT DENTAL LAB	5578 NW 31 AVENUE	SEMS-ARCHIVE	Higher	1418, 0.269, ESE
N67	CLASSIC GRAPHICS INT	3067 NW 60TH STREET	DWM CONTAM, RESP PARTY	Higher	1625, 0.308, ENE
N68	CLASSIC GRAPHICS INC	3067 NW 60 STREET	SEMS-ARCHIVE	Higher	1625, 0.308, ENE
N69	A. W. INDUSTRIES	3031 NW 60TH STREET	DWM CONTAM, RESP PARTY	Higher	1790, 0.339, ENE
N70	A W INDUSTRIES INC	3031 NW 60 STREET	SEMS-ARCHIVE	Higher	1790, 0.339, ENE
O71	LONE STAR OF FLORIDA	3850 W PROSPECT RD	SEMS-ARCHIVE	Higher	1824, 0.345, WSW
072	LONE STAR OF FLORIDA	3850 W PROSPECT RD	CLEANUP SITES, DWM CONTAM, RESP PARTY	Higher	1824, 0.345, WSW
73	RUDY'S STONE COMPANY	2802 N.W.55TH COURT	SEMS-ARCHIVE	Higher	1849, 0.350, ESE
74	LINPRO LONESTAR LAND	5350-5400 NW 35TH TE	LUST, UST, DWM CONTAM	Higher	1867, 0.354, SSW
P75	THE DRYCLEANERS	3097 NW 62ND ST	PRIORITYCLEANERS, AIRS, DRYCLEANERS, BROWARI	O CO.Higher	1917, 0.363, NE
P76	DRY CLEANER	859 E COMMERCIAL BLV	RCRA NonGen / NLR, FINDS, ECHO, DWM CONTAM, RE	SP Higher	1917, 0.363, NE
P77	CYPRESS CREEK GAS ST	3091 NW 62ND ST	LUST, UST, CLEANUP SITES, DWM CONTAM, Broward C	o Higher	1935, 0.366, NE
P78	DRYCLEANER - IBRAHIM	3097 W CYPRESS CREEK	DWM CONTAM	Higher	1974, 0.374, NE

MAPPED SITES SUMMARY

Target Property Address: 3501 WEST PROSPECT ROAD FORT LAUDERDALE, FL 33309

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft. & mi.) DIRECTION
Q79	VANDATA, INC.	2944 NW 60 STREET	SEMS-ARCHIVE	Higher	2173, 0.412, ENE
Q80	VENDATA, INC M & M F	2944 NW 60 ST	DWM CONTAM, RESP PARTY	Higher	2173, 0.412, ENE
R81	BUSINESS CARDS TOMOR	5255 NW 33RD AVENUE	CLEANUP SITES, DWM CONTAM, RESP PARTY	Higher	2316, 0.439, SSE
R82	BUSINESS CARDS TOMOR	5255 NW 33 AVENUE	SEMS-ARCHIVE	Higher	2316, 0.439, SSE

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

DATABASES WITH NO MAPPED SITES

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the target property or within the search radius around the target property for the following databases:

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites					
NPL					
Proposed NPL	Proposed National Priority List Sites				
NPL LIENS	Federal Superfund Liens				
Lists of Federal Delisted NF	PL sites				
Delisted NPL	National Priority List Deletions				
Lists of Federal sites subject to CERCLA removals and CERCLA orders					
	Federal Facility Site Information listing				
SEMS	Superfund Enterprise Management System				
Lists of Federal RCRA facilities undergoing Corrective Action					
CORRACTS	Corrective Action Report				
Lists of Federal RCRA TSD facilities					
RCRA-TSDF	RCRA - Treatment, Storage and Disposal				
Lists of Federal RCRA generators					
RCRA-LQG	RCRA - Large Quantity Generators				
RCRA-SQG	RCRA - Small Quantity Generators				
Fodovol institutional controls / anginessing controls us-il-tuis-					
Federal institutional controls / engineering controls registries					
LUCIS.	Land Use Control Information System				
US ENG CONTROLS	Engineering Controls Sites List Institutional Controls Sites List				
00 mor 00mm0L0	mondional Controls Cited List				
Federal ERNS list					
ERNS	Emergency Response Notification System				
	J				

Lists of state- and tribal hazardous waste facilities

SHWS...... Florida's State-Funded Action Sites

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF..... Solid Waste Facility Database

Lists of state and tribal leaking storage tanks

LAST..... Leaking Aboveground Storage Tank Listing

INDIAN LUST..... Leaking Underground Storage Tanks on Indian Land

Lists of state and tribal registered storage tanks

FF TANKS..... Federal Facilities Listing

FEMA UST...... Underground Storage Tank Listing

INDIAN UST...... Underground Storage Tanks on Indian Land

TANKS..... Storage Tank Facility List

State and tribal institutional control / engineering control registries

ENG CONTROLS..... Institutional Controls Registry

INST CONTROL..... Institutional Controls Registry

Lists of state and tribal voluntary cleanup sites

INDIAN VCP..... Voluntary Cleanup Priority Listing

VCP...... Voluntary Cleanup Sites

Lists of state and tribal brownfield sites

BROWNFIELDS..... Brownfields Sites Database

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS..... A Listing of Brownfields Sites

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY...... Recycling Centers

INDIAN ODI...... Report on the Status of Open Dumps on Indian Lands DEBRIS REGION 9..... Torres Martinez Reservation Illegal Dump Site Locations

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL..... Delisted National Clandestine Laboratory Register

FI Sites..... Sites List

US CDL...... National Clandestine Laboratory Register

AQUEOUS FOAM..... Former Fire Training Facility Assessments Listing

Local Land Records

LIENS 2..... CERCLA Lien Information

Records of Emergency Release Reports

HMIRS..... Hazardous Materials Information Reporting System SPILLS..... Oil and Hazardous Materials Incidents

SPILLS 90 data from FirstSearch SPILLS 80 data from FirstSearch

Other Ascertainable Records

FUDS..... Formerly Used Defense Sites

US FIN ASSUR..... Financial Assurance Information

EPA WATCH LIST..... EPA WATCH LIST

2020 COR ACTION...... 2020 Corrective Action Program List TSCA..... Toxic Substances Control Act

TRIS...... Toxic Chemical Release Inventory System

SSTS..... Section 7 Tracking Systems ROD...... Records Of Decision RMP..... Risk Management Plans

RAATS_____RCRA Administrative Action Tracking System

PRP..... Potentially Responsible Parties PADS...... PCB Activity Database System

ICIS...... Integrated Compliance Information System

FTTS......FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide

Act)/TSCA (Toxic Substances Control Act)

MLTS..... Material Licensing Tracking System COAL ASH DOE..... Steam-Electric Plant Operation Data

COAL ASH EPA..... Coal Combustion Residues Surface Impoundments List

PCB TRANSFORMER_____ PCB Transformer Registration Database

RADINFO...... Radiation Information Database

HIST FTTS..... FIFRA/TSCA Tracking System Administrative Case Listing

DOT OPS..... Incident and Accident Data

CONSENT...... Superfund (CERCLA) Consent Decrees

INDIAN RESERV......Indian Reservations

FUSRAP..... Formerly Utilized Sites Remedial Action Program

UMTRA..... Uranium Mill Tailings Sites LEAD SMELTERS....Lead Smelter Sites

US AIRS..... Aerometric Information Retrieval System Facility Subsystem

ABANDONED MINES..... Abandoned Mines

FINDS Facility Index System/Facility Registry System DOCKET HWC..... Hazardous Waste Compliance Docket Listing ECHO..... Enforcement & Compliance History Information

UXO...... Unexploded Ordnance Sites

FUELS PROGRAM..... EPA Fuels Program Registered Listing

AIRS..... Permitted Facilities Listing

ASBESTOS..... ASBESTOS

CLEANUP SITES...... DEP Cleanup Sites - Contamination Locator Map Listing

DEDB..... Ethylene Dibromide Database Results

SITE INV SITES..... Site Investigation Section Sites Listing

MINES MRDS..... Mineral Resources Data System

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP..... EDR Proprietary Manufactured Gas Plants EDR Hist Auto..... EDR Exclusive Historical Auto Stations

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property.

Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in **bold italics** are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a

given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

A review of the SEMS-ARCHIVE list, as provided by EDR, and dated 04/27/2022 has revealed that there are 13 SEMS-ARCHIVE sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
NAVTELL Site ID: 0400816 EPA Id: FLD118624188	3331 NW 55 STREET	S 0 - 1/8 (0.084 mi.)	D12	25
SPACELABS Site ID: 0401112 EPA Id: FLD981026073	3313 NW 55 ST.	S 0 - 1/8 (0.084 mi.)	D14	29
GEMINI AIRCRAFT Site ID: 0400610 EPA Id: FLD032890691	3469 NW 55 ST	SSW 0 - 1/8 (0.084 mi.)	C20	33
GLOBAL ALLIANCE LABS Site ID: 0400809 EPA Id: FLD101983047	3447 NW 55 STREET	SSW 0 - 1/8 (0.084 mi.)	E23	36
SUNALEX CORP Site ID: 0400747 EPA Id: FLD076986082	5955 NW 31ST AVE	ENE 1/8 - 1/4 (0.245 mi.)	L58	97
WELDON PAINTING Site ID: 0400748 EPA Id: FLD077265882	5973 NW 31 AVENUE	ENE 1/8 - 1/4 (0.247 mi.)	L61	104
FRUCHT DENTAL LAB Site ID: 0400580 EPA Id: FLD014511786	5578 NW 31 AVENUE	ESE 1/4 - 1/2 (0.269 mi.)	M66	150
CLASSIC GRAPHICS INC Site ID: 0400588 EPA Id: FLD023835762	3067 NW 60 STREET	ENE 1/4 - 1/2 (0.308 mi.)	N68	153
A W INDUSTRIES INC Site ID: 0400619 EPA Id: FLD039261292	3031 NW 60 STREET	ENE 1/4 - 1/2 (0.339 mi.)	N70	156
LONE STAR OF FLORIDA RUDY'S STONE COMPANY Site ID: 0404304 EPA Id: FLD032286817	3850 W PROSPECT RD 2802 N.W.55TH COURT	WSW 1/4 - 1/2 (0.345 mi.) ESE 1/4 - 1/2 (0.350 mi.)	O71 73	157 161
VANDATA, INC. Site ID: 0401125 EPA Id: FLD981026495	2944 NW 60 STREET	ENE 1/4 - 1/2 (0.412 mi.)	Q79	196
BUSINESS CARDS TOMOR Site ID: 0401189 EPA Id: FLD981030166	5255 NW 33 AVENUE	SSE 1/4 - 1/2 (0.439 mi.)	R82	201

Lists of Federal RCRA generators

RCRA-VSQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

A review of the RCRA-VSQG list, as provided by EDR, and dated 02/28/2022 has revealed that there are 3 RCRA-VSQG sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
INTEGRATED REGIONAL EPA ID:: FLR000166751	5361 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H40	56
GAMBRO HEALTHCARE LA EPA ID:: FLT990063372	5361 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H41	64
SUNALEX CORP EPA ID:: FLD076986082	5955 NW 31ST AVE	ENE 1/8 - 1/4 (0.245 mi.)	L58	97

Lists of state and tribal leaking storage tanks

LUST: The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the Department of Environmental Protection's PCTO1--Petroleum Contamination Detail Report.

A review of the LUST list, as provided by EDR, and dated 01/24/2022 has revealed that there are 4 LUST sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SUPER STOP Discharge Cleanup Status: SRCR - Discharge Cleanup Status: NREQ - Facility Status: OPEN Facility-Site Id: 8502343		NE 1/4 - 1/2 (0.263 mi.)	L63	105
7-ELEVEN FOOD STORE Discharge Cleanup Status: SRCR - Facility Status: OPEN Facility-Site Id: 8501421	5590 NW 31ST AVE SRCR COMPLETE	ESE 1/4 - 1/2 (0.268 mi.)	M64	124
LINPRO LONESTAR LAND Discharge Cleanup Status: NFA - N Facility Status: CLOSED Facility-Site Id: 8735329	5350-5400 NW 35TH TE NFA COMPLETE	SSW 1/4 - 1/2 (0.354 mi.)	74	162
CYPRESS CREEK GAS ST Discharge Cleanup Status: NREQ - Discharge Cleanup Status: RA - RA Facility Status: OPEN Facility-Site Id: 9063935		NE 1/4 - 1/2 (0.366 mi.)	P77	174

Lists of state and tribal registered storage tanks

UST: The Underground Storage Tank database contains registered USTs. Shortly after the September 11 event, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned facilities and bulk storage facilities are included in that set.

A review of the UST list, as provided by EDR, has revealed that there are 3 UST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CITY OF FORT LAUDERD Database: Broward Co. UST, Date of Go Database: UST, Date of Government Ve Facility-Site Id: 8943041 Facility ID: 00152 Tank Status: 1. Installation / Modification Tank Status: B Facility Status: OPEN	ersion: 02/04/2022	0 - 1/8 (0.000 mi.)	A2	10
FUTURE METALS INC Database: UST, Date of Government Verschild Facility-Site Id: 8522047 Tank Status: B Facility Status: CLOSED	5400 NW 35TH AVE ersion: 02/04/2022	SSW 0 - 1/8 (0.124 mi.)	G33	50
UNIVERSAL PROPERTY & Database: Broward Co. UST, Date of Go Database: UST, Date of Government Ve Facility-Site Id: 9800762 Facility ID: 03471 Tank Status: B. Removed From Site Tank Status: B Facility Status: OPEN		S 1/8 - 1/4 (0.234 mi.)	K54	80

AST: Shortly after the Sept 11 event, the DEP was instructed to remove the detail about some of the storage tank facilities in the state from their reports. Federal-owned facilities and bulk storage facilities are included in that set.

A review of the AST list, as provided by EDR, has revealed that there are 7 AST sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
FIVEASH WELL #37 Database: BROWARD CO AST, BROWARD CO AST, Database: BROWARD CO AST, Database: BROWARD CO AST, Database:	3301 WEST PROSPECT R ate of Government Version: 09/15/2021 cation; Out-of-Service	0 - 1/8 (0.000 mi.)	A1	8
CITY OF FORT LAUDERD Database: AST, Date of Government Facility-Site Id: 8943041 Facility Status: OPEN Facility Status: OPEN	3301 W PROSPECT RD nt Version: 02/04/2022	0 - 1/8 (0.000 mi.)	A2	10
3580 & 3590 BUILDING Database: BROWARD CO AST, Da	3580 NW 56TH ST ate of Government Version: 09/15/2021	WSW 1/8 - 1/4 (0.195 mi.)	145	67

Facility ID: 16443

Tank Status: 1. Installation / Modification; Out-of-Service

WSW 1/8 - 1/4 (0.205 mi.) 147 **BROWARD CNTY WWS 1A1** 3596 W PROSPECT RD 68

Database: BROWARD CO AST, Date of Government Version: 09/15/2021

Database: AST, Date of Government Version: 02/04/2022

Facility-Site Id: 8622486 Facility Status: OPEN Facility Status: OPEN Facility ID: 02373

Tank Status: 1. Installation / Modification; Out-of-Service

3580 & 3590 BUILDING 3580 W PROSPECT RD WSW 1/8 - 1/4 (0.205 mi.) 148 69

Database: AST, Date of Government Version: 02/04/2022

Facility-Site Id: 9816747 Facility Status: OPEN Facility Status: OPEN

CHEMSTATION OF FLORI 5350 NW 35TH TER SSW 1/8 - 1/4 (0.220 mi.) 51 72

Database: BROWARD CO AST, Date of Government Version: 09/15/2021

Facility ID: 19830 Tank Status: U. In-Service

UNIVERSAL INSURANCE 5341 NW 33RD AVE K55 S 1/8 - 1/4 (0.234 mi.) 88

Database: BROWARD CO AST, Date of Government Version: 09/15/2021

Database: AST, Date of Government Version: 02/04/2022

Facility-Site Id: 9800762 Facility Status: OPEN Facility Status: OPEN Facility ID: 03471

Tank Status: U. In-Service

ADDITIONAL ENVIRONMENTAL RECORDS

Local Lists of Hazardous waste / Contaminated Sites

Florida Priority Cleaners list comes from the Department of Environmental Protection.

A review of the PRIORITYCLEANERS list, as provided by EDR, and dated 01/31/2022 has revealed that there is 1 PRIORITYCLEANERS site within approximately 0.5 miles of the target property.

Equal/Higher Elevation Address Direction / Distance Map ID Page THE DRYCLEANERS 3097 NW 62ND ST NE 1/4 - 1/2 (0.363 mi.) P75 167 Facility-Site Id: 9502204

Other Ascertainable Records

RCRA NonGen / NLR: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or

dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 02/28/2022 has revealed that there are 6 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
AVIALL EPA ID:: FLR000133413	3200 W PROSPECT RD	SE 0 - 1/8 (0.022 mi.)	B6	18
MCQUAY INTERNATIONAL EPA ID:: FLR000029819	3540 NW 56TH ST STE	WSW 0 - 1/8 (0.106 mi.)	F26	38
POWELL ELECTRONICS I EPA ID:: FLD982120305	3540 NW 56TH ST STE	WSW 0 - 1/8 (0.106 mi.)	F27	41
TRM COPY CENTERS COR EPA ID:: FLD982173973	3540 NW 56TH ST	WSW 0 - 1/8 (0.106 mi.)	F30	46
Z COMMUNICATIONS INC EPA ID:: FLD984184507	5450 NW 33RD AVE STE	SSE 1/8 - 1/4 (0.143 mi.)	H37	52
ENVIRO CARE INC EPA ID:: FLD984216564	5410 NW 33RD AVE STE	S 1/8 - 1/4 (0.229 mi.)	K53	76

US MINES: Mines Master Index File. The source of this database is the Dept. of Labor, Mine Safety and Health Administration.

A review of the US MINES list, as provided by EDR, has revealed that there is 1 US MINES site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
FLORIDA COMMERCIAL D Database: US MINES, Date of Government Version: 02/01/2022 Mine ID:: 0800503		NW 0 - 1/8 (0.050 mi.)	7	24

DWM CONTAM: A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working on because the agency currently does not have funding (primarily petroleum and drycleaning).

A review of the DWM CONTAM list, as provided by EDR, and dated 11/30/2021 has revealed that there are 16 DWM CONTAM sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SERVICE WORKS Program Site Id: ERIC_8664	3331 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D13	27
GEMINI AIRCRAFT Program Site Id: ERIC_10398	3469 NW 55TH STREET	SSW 0 - 1/8 (0.084 mi.)	C19	31
GLOBAL ALLIANCE LABS Program Site Id: ERIC_10311	3447 NW 55TH ST	SSW 0 - 1/8 (0.084 mi.)	E22	34
SUNALEX CORPORATION Program Site Id: ERIC_8587	5955 NW 31ST AVE	ENE 1/8 - 1/4 (0.245 mi.)	L59	101
SUPER STOP	6063 NW 31ST AVE	NE 1/4 - 1/2 (0.263 mi.)	L63	105

Program Site Id: 8502343				
7-ELEVEN FOOD STORE Program Site ld: 8501421	5590 NW 31ST AVE	ESE 1/4 - 1/2 (0.268 mi.)	M64	124
FRUCHT DENTAL LAB Program Site Id: ERIC_10403	5578 NW 31ST AVENUE	ESE 1/4 - 1/2 (0.269 mi.)	M65	148
CLASSIC GRAPHICS INT Program Site Id: ERIC_8671	3067 NW 60TH STREET	ENE 1/4 - 1/2 (0.308 mi.)	N67	151
A. W. INDUSTRIES Program Site Id: ERIC_10291	3031 NW 60TH STREET	ENE 1/4 - 1/2 (0.339 mi.)	N69	154
LONE STAR OF FLORIDA Program Site Id: ERIC_8628	3850 W PROSPECT RD	WSW 1/4 - 1/2 (0.345 mi.)	072	159
LINPRO LONESTAR LAND Program Site Id: 8735329	5350-5400 NW 35TH TE	SSW 1/4 - 1/2 (0.354 mi.)	74	162
DRY CLEANER Program Site Id: ERIC_10107	859 E COMMERCIAL BLV	NE 1/4 - 1/2 (0.363 mi.)	P76	169
CYPRESS CREEK GAS ST Program Site Id: 9063935	3091 NW 62ND ST	NE 1/4 - 1/2 (0.366 mi.)	P77	174
DRYCLEANER - IBRAHIM Program Site Id: ERIC_4181	3097 W CYPRESS CREEK	NE 1/4 - 1/2 (0.374 mi.)	P78	195
VENDATA, INC M & M F Program Site Id: ERIC_8668	2944 NW 60 ST	ENE 1/4 - 1/2 (0.412 mi.)	Q80	197
BUSINESS CARDS TOMOR Program Site Id: ERIC_8701	5255 NW 33RD AVENUE	SSE 1/4 - 1/2 (0.439 mi.)	R81	199

Broward Co. EDIEAR: Broward County Ediear.

A review of the Broward Co. EDIEAR list, as provided by EDR, and dated 02/22/2022 has revealed that there is 1 Broward Co. EDIEAR site within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CYPRESS CREEK GAS ST Facility Id: 1963	3091 NW 62ND ST	NE 1/4 - 1/2 (0.366 mi.)	P77	174

A list of hazardous waste facilities required to provide financial assurance under RCRA.

A review of the Financial Assurance list, as provided by EDR, has revealed that there is 1 Financial Assurance site within approximately 0.001 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
CITY OF FORT LAUDERD	3301 W PROSPECT RD	0 - 1/8 (0.000 mi.)	A2	10

Database: Financial Assurance 3, Date of Government Version: 02/02/2022

Facility Status: OPEN Facility ID: 8943041

HM Sites use or store greater than 25 Gallons of hazardous materials per month.

A review of the BROWARD CO. HM list, as provided by EDR, and dated 03/08/2022 has revealed that there are 38 BROWARD CO. HM sites within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
FIVEASH WELL #37 Facility ID: 00152	3301 WEST PROSPECT R	0 - 1/8 (0.000 mi.)	A1	8
TRIVIDIA HEALTH, INC Facility ID: 15573 Facility ID: 19865	3230 W PROSPECT RD	SE 0 - 1/8 (0.020 mi.)	B4	17
AVIALL SERVICES, INC Facility ID: 10905	3200 W PROSPECT RD	SE 0 - 1/8 (0.022 mi.)	B5	18
PROSPECT PARK III, I Facility ID: 04082	5535 NW 35TH AVE	SW 0 - 1/8 (0.064 mi.)	C8	24
ANVIL AMERICA Facility ID: 11543	5535 NW 35TH AVE	SW 0 - 1/8 (0.064 mi.)	C9	24
BRINKS HOME SECURITY Facility ID: 02823	3327 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D10	25
SERVICE WORKS Facility ID: 13158	3331 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D13	27
CARDNO, INC. Facility ID: 10343	3427 NW 55TH ST	SSW 0 - 1/8 (0.084 mi.)	E15	30
USIC LOCATING SERVIC Facility ID: 10342	3337 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D16	30
AFL TELECOMMUNICATIO Facility ID: 10345	3349 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D17	30
TERMINIX COMMERCIAL Facility ID: 06331	3467 NW 55TH ST	SSW 0 - 1/8 (0.084 mi.)	C18	31
PROSPECT PARK II, IN Facility ID: 04080	3445 NW 55TH ST	SSW 0 - 1/8 (0.084 mi.)	E21	34
EXECUTIVE AIRPORT CE Facility ID: 05737	3150 W PROSPECT RD	SE 0 - 1/8 (0.103 mi.)	24	37
DESIGNER SIGN SYSTEM Facility ID: 21011 Facility ID: 00975	3540 NW 56TH ST	WSW 0 - 1/8 (0.106 mi.)	F25	37
ORKIN PEST CONTROL (Facility ID: 19677 Facility ID: 10628	3540 NW 56TH ST	WSW 0 - 1/8 (0.106 mi.)	F28	45
MCQUAY INTERNATIONAL Facility ID: 10636	3540 W PROSPECT RD	WSW 0 - 1/8 (0.106 mi.)	F29	46
FUTURE METALS, INC. Facility ID: 00171	5400 NW 35TH AVE	SSW 0 - 1/8 (0.124 mi.)	G31	50
GA TELESIS TURBINE T Facility ID: 08101	5400 NW 35TH AVE	SSW 0 - 1/8 (0.124 mi.)	G32	50
SPG PALM CROSSING, L Facility ID: 10834	3520 NW 56TH ST	SW 1/8 - 1/4 (0.134 mi.)	F34	51
FALCON CREST AVIATIO	3520 NW 56TH ST	SW 1/8 - 1/4 (0.134 mi.)	F35	51

Facility ID: 10637				
HEMACARE BIOSCIENCE, Facility ID: 10626	5440 NW 33RD AVE	SSE 1/8 - 1/4 (0.142 mi.)	H36	51
INTEGRATED REGIONAL Facility ID: 10630	5361 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H38	55
SPG PALM CROSSING, L Facility ID: 10833	5361 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H39	56
OTIS ELEVATOR COMPAN Facility ID: 10627	5381 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H42	66
OAKWOOD WORLDWIDE Facility ID: 10575	5371 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H43	67
WEBSTER'S TEAM SPORT Facility ID: 10633	3560 W PROSPECT RD	WSW 1/8 - 1/4 (0.155 mi.)	F44	67
3580 & 3590 BUILDING Facility ID: 16443	3580 NW 56TH ST	WSW 1/8 - 1/4 (0.195 mi.)	146	68
3580 & 3590 BUILDING Facility ID: 02373	3580 W PROSPECT RD	WSW 1/8 - 1/4 (0.205 mi.)	<i>1</i> 48	69
TOWNE PLACE SUITES Facility ID: 03504	3100 W PROSPECT RD	ESE 1/8 - 1/4 (0.208 mi.)	49	72
VERTIV CORPORATION Facility ID: 20335	3590 NW 54TH ST	SW 1/8 - 1/4 (0.220 mi.)	J50	72
CHEMSTATION OF FLORI Facility ID: 19830	5350 NW 35TH TER	SSW 1/8 - 1/4 (0.220 mi.)	51	72
RAM TOOL CONSTRUCTIO Facility ID: 16439 Facility ID: 19635	3585 NW 54TH ST	SW 1/8 - 1/4 (0.224 mi.)	J52	76
UNIVERSAL PROPERTY & Facility ID: 03471	5341 NW 33RD AVE	S 1/8 - 1/4 (0.234 mi.)	K54	80
LAKEVIEW PLAZA, INC. Facility ID: 10336	5901 NW 31ST AVE	ENE 1/8 - 1/4 (0.238 mi.)	L56	96
HYPOWER, INC. Facility ID: 08118	5913 NW 31ST AVE	ENE 1/8 - 1/4 (0.242 mi.)	L57	96
SUNALEX CORPORATION Facility ID: 02052	5955 NW 31ST AVE	ENE 1/8 - 1/4 (0.245 mi.)	L59	101
EXPOSE YOURSELF Facility ID: 15875	5967 NW 31ST AVE	ENE 1/8 - 1/4 (0.247 mi.)	L60	104
LITEX, INC. Facility ID: 00221	5985 NW 31ST AVE	ENE 1/8 - 1/4 (0.248 mi.)	L62	105

HW GEN: Small Quantity Hazardous Waste Generators are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities greater than 100 Kg but less than 1,000 Kg in any one calendar month. Large Quantity Generators of Hazardous Waste are tracked in this coverage based on their notification to the Department of Environmental Protection as to their handler status, or based on inspections conducted at their facilities. These facilities are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities equal to or greater than 1,000 Kg in any one calendar month.

A review of the HW GEN list, as provided by EDR, and dated 08/11/2021 has revealed that there is 1 HW

GEN site within approximately 0.25 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
INTEGRATED REGIONAL	5361 NW 33RD AVE	S 1/8 - 1/4 (0.150 mi.)	H38	55

RESP PARTY: Open, inactive and closed responsible party sites

A review of the RESP PARTY list, as provided by EDR, and dated 12/01/2021 has revealed that there are 11 RESP PARTY sites within approximately 0.5 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
SERVICE WORKS Site Status: CLOSED	3331 NW 55TH ST	S 0 - 1/8 (0.084 mi.)	D13	27
GEMINI AIRCRAFT Site Status: CLOSED	3469 NW 55TH STREET	SSW 0 - 1/8 (0.084 mi.)	C19	31
GLOBAL ALLIANCE LABS Site Status: CLOSED	3447 NW 55TH ST	SSW 0 - 1/8 (0.084 mi.)	E22	34
SUNALEX CORPORATION Site Status: OPEN	5955 NW 31ST AVE	ENE 1/8 - 1/4 (0.245 mi.)	L59	101
FRUCHT DENTAL LAB Site Status: CLOSED	5578 NW 31ST AVENUE	ESE 1/4 - 1/2 (0.269 mi.)	M65	148
CLASSIC GRAPHICS INT Site Status: CLOSED	3067 NW 60TH STREET	ENE 1/4 - 1/2 (0.308 mi.)	N67	151
A. W. INDUSTRIES Site Status: CLOSED	3031 NW 60TH STREET	ENE 1/4 - 1/2 (0.339 mi.)	N69	154
LONE STAR OF FLORIDA Site Status: OPEN	3850 W PROSPECT RD	WSW 1/4 - 1/2 (0.345 mi.)	072	159
DRY CLEANER Site Status: CLOSED	859 E COMMERCIAL BLV	NE 1/4 - 1/2 (0.363 mi.)	P76	169
VENDATA, INC M & M F Site Status: CLOSED	2944 NW 60 ST	ENE 1/4 - 1/2 (0.412 mi.)	Q80	197
BUSINESS CARDS TOMOR Site Status: OPEN	5255 NW 33RD AVENUE	SSE 1/4 - 1/2 (0.439 mi.)	R81	199

TIER 2: A listing of facilities which store or manufacture hazardous materials that submit a chemical inventory report.

A review of the TIER 2 list, as provided by EDR, and dated 12/31/2020 has revealed that there is 1 TIER 2 site within approximately 0.001 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
FIVEASH WELL #37 Facility Id: 6819730 Facility Id: 6681240	3301 WEST PROSPECT R	0 - 1/8 (0.000 mi.)	A1	8

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR Hist Cleaner: EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

A review of the EDR Hist Cleaner list, as provided by EDR, has revealed that there is 1 EDR Hist Cleaner site within approximately 0.125 miles of the target property.

Equal/Higher Elevation	Address	Direction / Distance	Map ID	Page
PINNACLE ONE PRICE D	3305 NW 55TH ST	SSE 0 - 1/8 (0.084 mi.)	D11	25

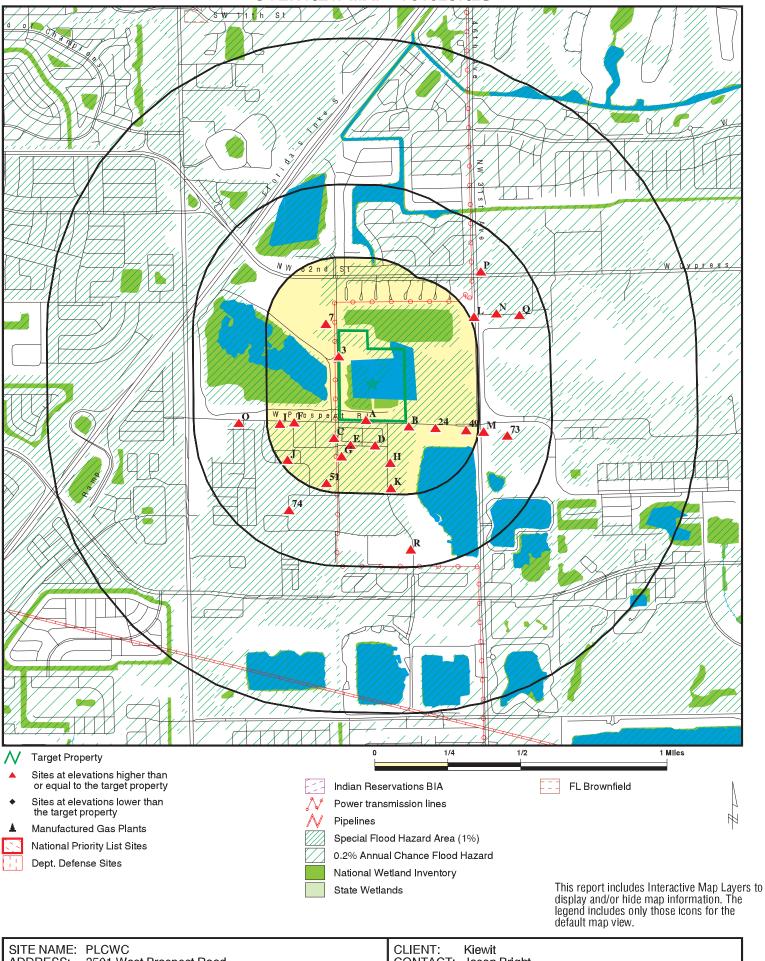
Due to poor or inadequate address information, the following sites were not mapped. Count: 4 records.

Site Name Database(s)

ELECTRONIC DEVICES & CONTROLS RALLY TIRE CORP.
BERGENE SALES
JUST TIRES & AUTO SERVICE CORP

SEMS-ARCHIVE SEMS-ARCHIVE SEMS-ARCHIVE SWF/LF

OVERVIEW MAP - 7016287.2S



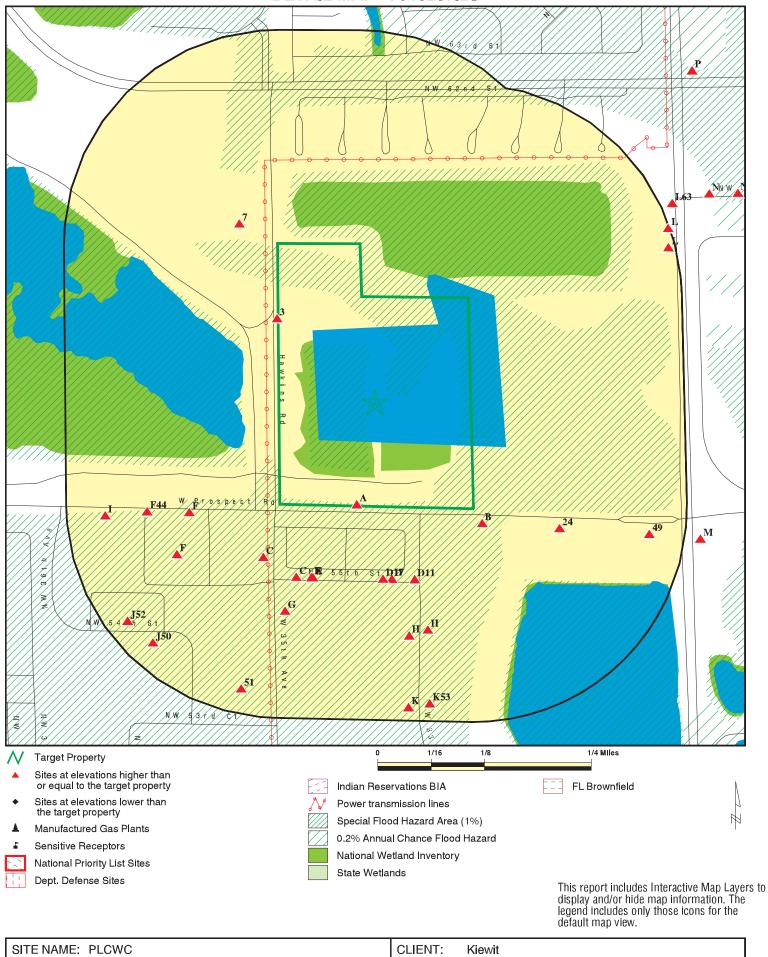
 SITE NAME:
 PLCWC
 CLIENT:
 Kiewit

 ADDRESS:
 3501 West Prospect Road
 CONTACT:
 Jason Bright

 Fort Lauderdale FL 33309
 INQUIRY #: 7016287.2s
 CAM 23-0159

 LAT/LONG:
 26.196961 / 80.193554
 DATE:
 June 13, 2022 11:59 am
 Exhibit 4

DETAIL MAP - 7016287.2S



Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	>1	Total Plotted
STANDARD ENVIRONMENT	AL RECORDS							
Lists of Federal NPL (Su	perfund) site	s						
NPL Proposed NPL NPL LIENS	1.000 1.000 1.000		0 0 0	0 0 0	0 0 0	0 0 0	NR NR NR	0 0 0
Lists of Federal Delisted	NPL sites							
Delisted NPL	1.000		0	0	0	0	NR	0
Lists of Federal sites sur CERCLA removals and C		ers						
FEDERAL FACILITY SEMS	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of Federal CERCLA	sites with N	FRAP						
SEMS-ARCHIVE	0.500		4	2	7	NR	NR	13
Lists of Federal RCRA facilities undergoing Corrective Action								
CORRACTS	1.000		0	0	0	0	NR	0
Lists of Federal RCRA To	SD facilities							
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Lists of Federal RCRA ge	enerators							
RCRA-LQG RCRA-SQG RCRA-VSQG	0.250 0.250 0.250		0 0 0	0 0 3	NR NR NR	NR NR NR	NR NR NR	0 0 3
Federal institutional con engineering controls reg								
LUCIS US ENG CONTROLS US INST CONTROLS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	0.001		0	NR	NR	NR	NR	0
Lists of state- and tribal hazardous waste facilitie	es							
SHWS	1.000		0	0	0	0	NR	0
Lists of state and tribal land solid waste disposa								
SWF/LF	0.500		0	0	0	NR	NR	0
Lists of state and tribal l	eaking storag	ge tanks						
LUST	0.500		0	0	4	NR	NR	4

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LAST INDIAN LUST	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal r	egistered sto	rage tanks						
FF TANKS FEMA UST UST AST INDIAN UST TANKS	0.250 0.250 0.250 0.250 0.250 0.250		0 0 2 2 0 0	0 0 1 5 0	NR NR NR NR NR NR	NR NR NR NR NR	NR NR NR NR NR	0 0 3 7 0
State and tribal institutio control / engineering cor		s						
ENG CONTROLS INST CONTROL	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal v	oluntary clea	anup sites						
INDIAN VCP VCP	0.500 0.500		0	0 0	0 0	NR NR	NR NR	0 0
Lists of state and tribal b	rownfield sit	es						
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	TAL RECORD	<u>s</u>						
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	olid							
SWRCY INDIAN ODI DEBRIS REGION 9 ODI IHS OPEN DUMPS	0.500 0.500 0.500 0.500 0.500		0 0 0 0	0 0 0 0	0 0 0 0	NR NR NR NR NR	NR NR NR NR NR	0 0 0 0
Local Lists of Hazardous Contaminated Sites	waste /							
US HIST CDL PRIORITYCLEANERS FI Sites US CDL AQUEOUS FOAM PFAS	0.001 0.500 1.000 0.001 TP 0.500		0 0 0 0 NR 0	NR 0 0 NR NR 0	NR 1 0 NR NR 0	NR NR 0 NR NR NR	NR NR NR NR NR	0 1 0 0 0
Local Land Records								
LIENS 2	0.001		0	NR	NR	NR	NR	0
Records of Emergency R	Release Repo	rts						
HMIRS	0.001		0	NR	NR	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
SPILLS	0.001		0	NR	NR	NR	NR	0
SPILLS 90 SPILLS 80	0.001 0.001		0 0	NR NR	NR NR	NR NR	NR NR	0 0
Other Ascertainable Rec	ords							
RCRA NonGen / NLR	0.250		4	2	NR	NR	NR	6
FUDS	1.000		0	0	0	0	NR	0
DOD	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
US FIN ASSUR	0.001		0	NR	NR	NR	NR	0
EPA WATCH LIST	0.001		0 0	NR	NR NR	NR NB	NR NB	0
2020 COR ACTION TSCA	0.250 0.001		0	0 NR	NR NR	NR NR	NR NR	0 0
TRIS	0.001		0	NR	NR	NR	NR	0
SSTS	0.001		Ö	NR	NR	NR	NR	Õ
ROD	1.000		Ö	0	0	0	NR	Ö
RMP	0.001		0	NR	NR	NR	NR	0
RAATS	0.001		0	NR	NR	NR	NR	0
PRP	0.001		0	NR	NR	NR	NR	0
PADS	0.001		0	NR	NR	NR	NR	0
ICIS	0.001		0	NR	NR	NR	NR	0
FTTS MLTS	0.001		0	NR	NR	NR	NR	0
COAL ASH DOE	0.001 0.001		0 0	NR NR	NR NR	NR NR	NR NR	0 0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
PCB TRANSFORMER	0.001		0	NR	NR	NR	NR	0
RADINFO	0.001		Ö	NR	NR	NR	NR	Ö
HIST FTTS	0.001		0	NR	NR	NR	NR	0
DOT OPS	0.001		0	NR	NR	NR	NR	0
CONSENT	1.000		0	0	0	0	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
FUSRAP	1.000		0	0	0	0	NR	0
UMTRA LEAD SMELTERS	0.500		0	0	0	NR	NR	0
US AIRS	0.001 0.001		0 0	NR NR	NR NR	NR NR	NR NR	0 0
US MINES	0.250		1	0	NR	NR	NR	1
ABANDONED MINES	0.250		Ö	0	NR	NR	NR	Ö
FINDS	0.001		Ö	NR	NR	NR	NR	Ö
DOCKET HWC	0.001		0	NR	NR	NR	NR	0
ECHO	0.001		0	NR	NR	NR	NR	0
UXO	1.000		0	0	0	0	NR	0
FUELS PROGRAM	0.250		0	0	NR	NR	NR	0
AIRS	0.001		0	NR	NR	NR	NR	0
ASBESTOS	0.001		0	NR	NR	NR	NR	0
CLEANUP SITES DEDB	0.001 0.250		0 0	NR 0	NR NR	NR NR	NR NR	0 0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
DWM CONTAM	0.500		3	1	12	NR	NR	16
Broward Co. EDIEAR	0.500		0	0	1	NR	NR	1
Financial Assurance	0.001		1	NR	NR	NR	NR	1
FL Cattle Dip. Vats	0.250		0	0	NR	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
BROWARD CO. HM	0.250		18	20	NR	NR	NR	38
HW GEN	0.250		0	1	NR	NR	NR	1
BROWARD CO. NOV	0.250		0	0	NR	NR	NR	0
RESP PARTY	0.500		3	1	7	NR	NR	11
SITE INV SITES	0.500		0	0	0	NR	NR	0
TIER 2	0.001		1	NR	NR	NR	NR	1
UIC	0.001		0	NR	NR	NR	NR	0
NPDES	0.001		0	NR	NR	NR	NR	0
MINES MRDS	0.001		0	NR	NR	NR	NR	0
EDR HIGH RISK HISTORIC	AL RECORDS							
EDR Exclusive Records	;							
EDR MGP	1.000		0	0	0	0	NR	0
EDR Hist Auto	0.125		0	NR	NR	NR	NR	Ō
EDR Hist Cleaner	0.125		1	NR	NR	NR	NR	1
EDR RECOVERED GOVER	NMENT ARCHI	VES						
Exclusive Recovered G	ovt. Archives							
RGA HWS	0.001		0	NR	NR	NR	NR	0
RGA LF	0.001		0	NR	NR	NR	NR	Ö
RGA LUST	0.001		0	NR	NR	NR	NR	0
- Totals		0	40	36	32	0	0	108

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Direction Distance

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

A1 FIVEASH WELL #37 AST U003298643

3301 WEST PROSPECT ROAD BROWARD CO. HM N/A

< 1/8 FORT LAUDERDALE, FL 33309 TIER 2

1 ft.

Site 1 of 2 in cluster A

Relative: BROWARD CO AST:
Higher Name: CITY OF FORT LAUDERDALE-FIVE ASH WELL #37

 Actual:
 Address:
 3301 W PROSPECT RD

 9 ft.
 City,State,Zip:
 FORT LAUDERDALE, FL 33309

Facility ID: 00152 Storage Tank ID: 00152-02

Tank Status: 1. Installation / Modification; Out-of-Service

Install Date:

Tank Size:

DEP Site ID:

Tank Construction:

Not reported
12000
068943041
C. Steel

Substance: G. Diesel; Emergency Generator

Tank Type: Above ground

BROWARD CO. HM:

Name: CITY OF FORT LAUDERDALE-FIVE ASH WELL #37

Address: 3301 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 00152
Alt Location: Not reported
Facility Status: OPEN

TIER 2:

Name: FIVEASH WELL #37

Address: 3301 WEST PROSPECT ROAD City, State, Zip: FORT LAUDERDALE, FL 33309

Year: 2020 Facility Id: 6819730 Active Date: Not reported Inactive Date: Not reported Sale Pending: Not reported Original Date: Not reported PLOT Source: Not reported Latitude: Not reported Longitude: Not reported LEPC District: Not reported Not reported Counties: Not reported SERC: Not reported Program Level: PRIME: Not reported SIC Code: Not reported SIC Code 2: Not reported NAICS Code: 221310 Last Modified Date: 02/18/2021 First Submit Date: 02/18/2021 Data Submitted By: Lawrence Teich Company Name: City of Fort Lauderdale

Contact:

Comments:

Contact ID: Not reported

Not reported

Map ID MAP FINDINGS
Direction

Distance

Elevation Site Database(s) EPA ID Number

FIVEASH WELL #37 (Continued)

U003298643

EDR ID Number

Year: 2020 Facility Id: 6819730

Contact Type: Owner / Operator
Contact Name: City Of Fort Lauderdale

Contact Title: Not reported 954-828-8000 Contact Phone: Contact 24Hr Phone: Not reported Contact Telephone 2: Not reported Contact Telephone 3: Not reported Contact Telephone 4: Not reported Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: srobertsjr@fortlauderdale.gov

Name: FIVEASH WELL #37

Address: 3301 WEST PROSPECT ROAD City, State, Zip: FORT LAUDERDALE, FL 33309

Year: 2019 Facility Id: 6681240 Active Date: Not reported Inactive Date: Not reported Sale Pending: Not reported Original Date: Not reported PLOT Source: Not reported Latitude: Not reported Longitude: Not reported LEPC District: Not reported Not reported Counties: SERC: Not reported Program Level: Not reported PRIME: Not reported SIC Code: Not reported SIC Code 2: Not reported NAICS Code: 221310 Last Modified Date: 02/27/2020 First Submit Date: 02/27/2020 Lawrence Teich Data Submitted By: Company Name: City of Fort Lauderdale

Comments: Not reported

Contact:

Contact ID: Not reported
Year: 2019
Facility Id: 6681240
Contact Type: Owner / Opera

Contact Type: Owner / Operator
Contact Name: City Of Fort Lauderdale

Not reported Contact Title: 954-828-8000 Contact Phone: Contact 24Hr Phone: Not reported Contact Telephone 2: Not reported Not reported Contact Telephone 3: Not reported Contact Telephone 4: Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: srobertsjr@fortlauderdale.gov

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

A2 CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 UST U001343766

3301 W PROSPECT RD AST N/A

< 1/8 FORT LAUDERDALE, FL 33309 Financial Assurance

1 ft.

Site 2 of 2 in cluster A

Relative: Broward Co. UST:

Higher Name: CITY OF FORT LAUDERDALE-FIVE ASH WELL #37

 Actual:
 Address:
 3301 W PROSPECT RD

 9 ft.
 City,State,Zip:
 FORT LAUDERDALE, FL 33309

 DEP Site Id:
 068943041

 Facility ID:
 00152

 Storage Tank ID:
 00152-01

 Tank Construction:
 E. Fiberglass

 Tank Size:
 10000

 Install Date:
 12/18/1987

Tank Status: 1. Installation / Modification; Out-of-Service

Substance: M. Fuel Oil: On-site Heating Oil only; USTs or ASTs < 30K gallons

Tank Type: Underground

UST:

Facility ID: 8943041

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9548287844
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

Depco: P
Region: STATE
Positioning Method: AGPS

Latitude/Longitude: 26 11 48 / 80 11 37

UST:

Tank ID: 1
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status: B

 Status Date:
 08/01/2021

 Install Date:
 12/1/1987

 Substance:
 D

Content Description: Vehicular Diesel

Vessel Indicator: TANK DEP Contractor: P

Owner:

Owner ID: 7911

Owner Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address 2: ATTN: LAWRENCE TEICH
Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Owner Phone: 9548287844

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Distance Elevation

ation Site Database(s) EPA ID Number

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 2
Construction Category: K

Construction Description: AST containment

Tank ID: 2
Construction Category: O
Construction Description: Tight fill

Piping:

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 2 Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2 Piping Category: 1

Piping Description: Suction piping system

Monitoring:

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

AST:

Facility ID: 8943041

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD
City,State,Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9548287844
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

Depco: P
Region: STATE
Positioning Method: AGPS

Latitude/Longitude: 26 11 48 / 80 11 37

Tank:

Tank ID: 2
Tank Capacity: 12000

Tank Location: ABOVEGROUND

Tank Status:

Status Date: 08/01/2021

EDR ID Number

U001343766

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

U001343766

Install Date: 8/1/2021 Substance: D

Content Description: Vehicular Diesel

Vessel Indicator: TANK **DEP Contractor:** Ρ

Piping:

Tank ID: 2 Piping Category:

Piping Description: Steel/galvanized metal

Tank ID: 2 Piping Category: Α

Piping Description: Abv, no soil contact

Tank ID: 2 Piping Category:

Piping Description: Suction piping system

Monitoring:

Tank ID: 2 Petro Monitoring Category:

Monitoring Description: Monitor dbl wall tank space

Tank ID: Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Owner:

Owner ID: 7911

Owner Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address 2: ATTN: LAWRENCE TEICH Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Owner Phone: 9548287844

Construction:

2 Tank ID: Construction Category: С Construction Description: Steel

2 Tank ID: Construction Category:

Construction Description: Spill containment bucket

Construction Category: Κ

Construction Description: AST containment

Tank ID: Construction Category: 0 Construction Description: Tight fill

Direction Distance

Elevation Site Database(s) EPA ID Number

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

U001343766

EDR ID Number

FL Financial Assurance 3:

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD
City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO:

Finaincial Responsibility: LOCAL GOVERNMENTS - BOND RATING TEST

Insurance Company: Not reported Effective Date: 10/01/2017 Expire Date: 09/30/2018 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3 Facility ID: 8943041

Facility Phone: 9548287776
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: LOCAL GOVERNMENTS - BOND RATING TEST

Insurance Company: Not reported Effective Date: 10/01/2019 Expire Date: 09/30/2020 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST
Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported

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Direction Distance

Elevation Site Database(s) EPA ID Number

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

U001343766

EDR ID Number

Effective Date: 01/01/2010
Expire Date: 01/01/2010
Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3 Facility ID: 8943041

Facility Phone: 9548287776
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported Effective Date: 01/01/2010 Expire Date: 01/01/2011

Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST
Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported Effective Date: 01/01/2011 Expire Date: 01/01/2012 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

Direction Distance

Elevation Site Database(s) EPA ID Number

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

U001343766

EDR ID Number

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported Effective Date: 08/04/2011 Expire Date: 08/04/2012 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 8943041
Facility Phone: 9548287776
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

DEP CO:

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported Effective Date: 10/18/2012 Expire Date: 10/18/2013 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 8943041
Facility Phone: 9548287776
Facility Status: OPEN
Facility Type: H

Type Description: Local Government

DEP CO: F

Finaincial Responsibility: LOCAL GOVERNMENTS - GUARANTEE

Insurance Company: Not reported Effective Date: 10/29/2008 Expire Date: 10/29/2009 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Direction Distance

Elevation Site Database(s) EPA ID Number

CITY OF FORT LAUDERDALE-FIVE ASH WELL #37 (Continued)

U001343766

EDR ID Number

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD
City,State,Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 02/22/2016 Expire Date: 02/22/2017

Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

Name: FT LAUDERDALE CITY-FIVEASH WELL #37

Address: 3301 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8943041

 Facility Phone:
 9548287776

 Facility Status:
 OPEN

 Facility Type:
 H

Type Description: Local Government

DEP CO: P

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 09/22/2014 Expire Date: 09/22/2015 Owner ID: 7911

Onwer Name: FT LAUDERDALE CITY PUBLIC SVCS DEPT

Owner Address: 949 NW 38TH ST

Owner Address2: ATTN: LAWRENCE TEICH
Owner City,St,Zip: FORT LAUDERDALE, FL 33309

Contact: LAWRENCE TEICH/TROY BALINT 954-828-7845

Resp Party Phone: 9548287844

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Direction Distance

Elevation Site Database(s) **EPA ID Number**

3 **AMERICAN AUTO MACHIN Enforcement** S103434709

5800 NW 35 AVE N/A

< 1/8 UNC., FL

0.001 mi. 5 ft.

Relative: **Enforcement Miami-Dade:**

Higher AMERICAN AUTO MACHIN Name:

5800 NW 35 AVE Address: Actual: UNC., FL

City,State,Zip: 7 ft. Region: DADE

> Enforcement Officer: Steve Durocher

Facility Type: Site Assessment Required

SA

Facility Status: Closed Facility Status Code: С

Facility Type Code: 1990/09/28 00:00:00+00 Status Date: Case Level: Administrative Stage Case Number: 1990071708570780

Case Description: Not reported Address Description: Not reported 431160110070 Folio: Officer Name: Steve Durocher

Case Status Level: Α Work Group: NONE Work Group Number: Not reported

B4 TRIVIDIA HEALTH, INC. **BROWARD CO. HM** S116555868 SE 3230 W PROSPECT RD N/A

< 1/8 FORT LAUDERDALE, FL 33309

0.020 mi.

104 ft. Site 1 of 3 in cluster B Relative: BROWARD CO. HM:

Higher MICRO PRINTING Name: 3230 W PROSPECT RD Address: Actual: FORT LAUDERDALE, FL 33309 City,State,Zip: 8 ft.

Region: **BROWARD** Facility ID: 15573 Alt Location: Not reported Facility Status: **OPEN**

Name: TRIVIDIA HEALTH, INC. Address: 3230 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

BROWARD Region: Facility ID: 19865 Alt Location: Not reported Facility Status: **OPEN**

EDR ID Number

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

B5 AVIALL SERVICES, INC. BROWARD CO. HM S108247462
SE 3200 W PROSPECT RD NPDES N/A

< 1/8 FORT LAUDERDALE, FL 33309

0.022 mi.

118 ft. Site 2 of 3 in cluster B

Relative: BROWARD CO. HM:

 Higher
 Name:
 AVIALL SERVICES, INC.

 Actual:
 Address:
 3200 W PROSPECT RD

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10905
Alt Location: Not reported
Facility Status: CLOSED

WASTEWATER:

Name: AVIALL SERVICES, INC. Address: 3200 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL

Facility ID: FLRNEE843

Facility Type: Stormwater No Exposure Certification

Status: Active - Existing, permitted facility/site for which effluent,

reclaimed water or wastewater residual discharge into the environment

and/or monitoring is taking place.

District Office: TLST

NPDES Permitted Site: Not reported
Environmental Interest: Not reported
Owner Type: Private

Permit Capacity: Not reported

Party Name: John Proctor, Facility Manager

Company Name: Aviall

RP Address: 3200 W Prospect Rd

RP Address 2: Ste 100

RP City,Stat,Zip: Fort Lauderdale FL 33309-2587

Telephone: Not reported
Email: Not reported
Issue Date: 05/28/2010
Effective Date: 05/28/2010
Expiration Date: 05/27/2015
DOC Description: Generic Permit

Latitude Degrees:26Latitude Minutes:11Latitude Seconds:39Longitude Degrees:80Longitude Minutes:11Longitude Seconds:28

Treatment: Not reported Decode For Fstatus: Active

 B6
 AVIALL
 RCRA NonGen / NLR
 1010315490

 SE
 3200 W PROSPECT RD
 FLR000133413

< 1/8 FORT LAUDERDALE, FL 33309

0.022 mi.

118 ft. Site 3 of 3 in cluster B

Relative: RCRA NonGen / NLR:

Higher Date Form Received by Agency: 20190722

Actual: Handler Name: AVIALL

8 ft. Handler Address: 3200 W PROSPECT RD

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

AVIALL (Continued) 1010315490

Handler City, State, Zip: FORT LAUDERDALE, FL 33309-2596

 EPA ID:
 FLR000133413

 Contact Name:
 LINDSAY MCCLENDON

 Contact Address:
 PO BOX 619048

 Contact City, State, Zip:
 DALLAS, TX 75261-0000

Contact Telephone: 972-586-5929
Contact Fax: Not reported

Contact Email: LINDSAY.MCCLENDON@AVIALL.COM

Contact Title: EHS SPECIALIST

EPA Region: 04
Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier:Not reportedBiennial Report Cycle:Not reportedAccessibility:Not reportedActive Site Indicator:Not reported

State District Owner: FL State District: SE

Mailing Address: 3200 W PROSPECT RD

Mailing City, State, Zip: FORT LAUDERDALE, FL 33309-2596

Owner Name: EAST GROUP PROPERTIES

Owner Type: Private Operator Name: **AVIALL** Operator Type: Private Short-Term Generator Activity: No Importer Activity: Nο Mixed Waste Generator: Nο Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: Nο Smelting Melting and Refining Furnace Exemption: No **Underground Injection Control:** No Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility:
Active Site Converter Treatment storage and Disposal Facility:
Active Site State-Reg Treatment Storage and Disposal Facility:
Not reported
Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: N

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type:

2018 GPRA Permit Baseline:

Not on the Baseline

2018 GPRA Renewals Baseline:

Not on the Baseline

Permit Renewals Workload Universe:

Permit Workload Universe:

Permit Progress Universe:

Post-Closure Workload Universe:

Closure Workload Universe:

Not reported

Not reported

Not reported

Not reported

 202 GPRA Corrective Action Baseline:
 No

 Corrective Action Workload Universe:
 No

 Subject to Corrective Action Universe:
 No

 Non-TSDFs Where RCRA CA has Been Imposed Universe:
 No

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

AVIALL (Continued) 1010315490

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No TSDFs Only Subject to CA under Discretionary Auth Universe: No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator:

Institutional Control Indicator:

Human Exposure Controls Indicator:

Groundwater Controls Indicator:

N/A

Controls TSDE Universes:

Notate

Operating TSDF Universe:

Full Enforcement Universe:

Not reported

Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required: Not reported Handler Date of Last Change: 20200114 Recognized Trader-Importer: No Recognized Trader-Exporter: No Importer of Spent Lead Acid Batteries: No Exporter of Spent Lead Acid Batteries: No Recycler Activity Without Storage: No Manifest Broker: No Sub-Part P Indicator: No

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Waste Code: D005 Waste Description: BARIUM

Waste Code: D006
Waste Description: CADMIUM

Waste Code: D007
Waste Description: CHROMIUM

Waste Code: D008
Waste Description: LEAD
Waste Code: D018

Waste Code: D018
Waste Description: BENZENE

Waste Code: D035

Waste Description: METHYL ETHYL KETONE

Waste Code: D039

Waste Description: TETRACHLOROETHYLENE

Waste Code: D040

Waste Description: TRICHLORETHYLENE

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL

ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL

ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT

Map ID MAP FINDINGS Direction

Distance Elevation

Site **EPA ID Number** Database(s)

AVIALL (Continued) 1010315490

> NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT

EDR ID Number

MIXTURES.

Waste Code: U002

2-PROPANONE (I) (OR) ACETONE (I) Waste Description:

Waste Code: U031

Waste Description: 1-BUTANOL (I) (OR) N-BUTYL ALCOHOL (I)

Waste Code:

Waste Description: METHANE, DICHLORO- (OR) METHYLENE CHLORIDE

Waste Code:

Waste Description: ACETIC ACID, ETHYL ESTER (I) (OR) ETHYL ACETATE (I)

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: **EAST GROUP PROPERTIES**

Legal Status: Private Date Became Current: 20061031 Date Ended Current: Not reported Owner/Operator Address: 505 MAITLAND AVE

ALTAMONTE SPRINGS, FL 32701-6341 Owner/Operator City, State, Zip:

Owner/Operator Telephone: 954-625-3910 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator Owner/Operator Name: **AVIALL** Private Legal Status: Date Became Current: 20061031 Date Ended Current: Not reported

Owner/Operator Address: 3200 W PROSPECT RD

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2596

Owner/Operator Telephone: 954-625-3910 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator Owner/Operator Name: **AVIALL** Legal Status: Private Date Became Current: 20061031 Date Ended Current: Not reported

Owner/Operator Address: 3200 W PROSPECT RD

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2596

Owner/Operator Telephone: 954-625-3910 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Distance Elevation Site

Database(s) EPA ID Number

AVIALL (Continued) 1010315490

Owner/Operator Name: EAST GROUP PROPERTIES

Legal Status:PrivateDate Became Current:20061031Date Ended Current:Not reportedOwner/Operator Address:505 MAITLAND AVE

Owner/Operator City, State, Zip: ALTAMONTE SPRINGS, FL 32701-6341

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:
Owner/Operator Name:
AVIALL
Legal Status:
Private
Date Became Current:
Date Ended Current:
Not reported

Owner/Operator Address: 3200 W PROSPECT RD

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2596

Owner/Operator Telephone: 954-625-3910
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: EAST GROUP PROPERTIES

Legal Status:PrivateDate Became Current:20061031Date Ended Current:Not reportedOwner/Operator Address:505 MAITLAND AVE

Owner/Operator City, State, Zip: ALTAMONTE SPRINGS, FL 32701-6341

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: EAST GROUP PROPERTIES

Legal Status:PrivateDate Became Current:20061031Date Ended Current:Not reportedOwner/Operator Address:505 MAITLAND AVE

Owner/Operator City, State, Zip: ALTAMONTE SPRINGS, FL 32701-6341

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:
Owner/Operator Name:
AVIALL
Legal Status:
Private
Date Became Current:
Date Ended Current:
Not reported

Owner/Operator Address: 3200 W PROSPECT RD

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2596

Owner/Operator Telephone: 954-625-3910
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported

EDR ID Number

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

AVIALL (Continued) 1010315490

Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20130410

Handler Name: **AVIALL**

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: Nο Current Record: No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

Receive Date: 20061031

Handler Name: **AVIALL**

Federal Waste Generator Description: **Small Quantity Generator**

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

20190722 Receive Date:

Handler Name: AVIALL

Federal Waste Generator Description: Not a generator, verified

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 488190

OTHER SUPPORT ACTIVITIES FOR AIR TRANSPORTATION NAICS Description:

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

No Evaluations Found Evaluations:

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

7 FLORIDA COMMERCIAL DEVELOPMENT CORP **US MINES** 1011137224 N/A

NW

< 1/8 **BROWARD (County), FL**

266 ft.

0.050 mi.

Relative: US MINES: Higher Sic Code(s): 144200 Sic Code(s): 000000 Actual: Sic Code(s): 8 ft. Sic Code(s):

000000 000000 Sic Code(s): 000000 Sic Code(s): 000000 Mine ID: 0800503 PROSPECT PIT **Entity Name:**

Company: FLORIDA COMMERCIAL DEVELOPMENT CORP

Status: Permanently Abandoned

Status Date: 19840405 Operation Class: 2 Number of Shops: 0 Number of Plants: 0 Latitude Degree: 00

Longitude Degree: 000 Latitude Minute: 00 Latitude Seconds: 00 Longitude Minutes: 00 Longitude Seconds: 00 Number of Pits: 000

C8 PROSPECT PARK III, INC. **BROWARD CO. HM** S101233467

SW **5535 NW 35TH AVE**

< 1/8 FORT LAUDERDALE, FL 33309

0.064 mi.

340 ft. Site 1 of 5 in cluster C BROWARD CO. HM: Relative:

Higher Name: PROSPECT PARK III, INC. Address: 5535 NW 35TH AVE Actual: 8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: **BROWARD** Facility ID: 04082 Alt Location: Not reported Facility Status: **OPEN**

C9 **BROWARD CO. HM** S108667438 **ANVIL AMERICA** SW **5535 NW 35TH AVE** N/A

FORT LAUDERDALE, FL 33309 < 1/8

0.064 mi.

340 ft. Site 2 of 5 in cluster C Relative: BROWARD CO. HM:

Higher Name: ANVIL AMERICA 5535 NW 35TH AVE Address: Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

BROWARD Region: Facility ID: 11543 Alt Location: Not reported Facility Status: **OPEN**

N/A

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

D10 BRINKS HOME SECURITY, INC. **BROWARD CO. HM** S107674086 South

3327 NW 55TH ST N/A

FORT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

444 ft. Site 1 of 7 in cluster D Relative: BROWARD CO. HM:

Higher Name: BRINKS HOME SECURITY, INC.

Address: 3327 NW 55TH ST Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

BROWARD Region: Facility ID: 02823 Not reported Alt Location: Facility Status: CLOSED

PINNACLE ONE PRICE DRY CLEANRS D11 **EDR Hist Cleaner** 1020063534

SSE 3305 NW 55TH ST N/A

FORT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

Site 2 of 7 in cluster D 444 ft. **EDR Hist Cleaner** Relative:

Higher

Year: Type: Actual:

PINNACLE ONE PRICE DRY CLEANRS 2002 Drycleaning Plants, Except Rugs, NEC 8 ft.

D12 **NAVTELL SEMS-ARCHIVE** 1003867625

3331 NW 55 STREET South

FT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

444 ft. Site 3 of 7 in cluster D

Relative: SEMS Archive:

Higher 0400816 Site ID: EPA ID: FLD118624188 Actual: Name: **NAVTELL** 8 ft.

> Address: 3331 NW 55 STREET

Address 2: Not reported

FT LAUDERDALE, FL 33309 City, State, Zip:

Cong District: 15 FIPS Code: 12011 FF: Ν

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 Site ID: 0400816 FLD118624188 EPA ID: Site Name: **NAVTELL** NPL: Ν FF: Ν

OU: 00 Action Code: VS Action Name:

ARCH SITE

SEQ:

Start Date: Not reported Finish Date: 1995-01-11 05:00:00 Qual: Not reported

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FLD118624188

Map ID MAP FINDINGS Direction

Distance **EDR ID Number** Elevation Site Database(s) **EPA ID Number**

NAVTELL (Continued) 1003867625

Current Action Lead: EPA Perf In-Hse

04 Region: Site ID: 0400816 FLD118624188 EPA ID: Site Name: **NAVTELL**

NPL: Ν FF: Ν OU: 00 Action Code: DS **DISCVRY** Action Name: SEQ:

Start Date: 1985-06-01 05:00:00 Finish Date: 1985-06-01 05:00:00 Not reported Qual:

EPA Perf Current Action Lead:

04 Region: 0400816 Site ID: FLD118624188 EPA ID: Site Name: **NAVTELL** NPL: Ν FF: Ν

OU: 00 Action Code: SI Action Name: SI SEQ:

1991-03-20 05:00:00 Start Date: Finish Date: 1991-10-24 04:00:00

Qual: Ν Current Action Lead: **EPA Perf**

Region: 04 0400816 Site ID: EPA ID: FLD118624188 Site Name: NAVTELL

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: РΑ SEQ:

Start Date: 1985-11-13 06:00:00 Finish Date: 1987-08-21 04:00:00

Qual:

Current Action Lead: St Perf

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

RESP PARTY

 D13
 SERVICE WORKS
 DWM CONTAM
 \$110304443

 South
 3331 NW 55TH ST
 BROWARD CO. HM
 N/A

< 1/8 FORT LAUDERDALE, FL 33309

0.084 mi.

444 ft. Site 4 of 7 in cluster D

Relative: DWM CONTAM:

 Higher
 Name:
 NAVTELL (FORMER)

 Actual:
 Address:
 3331 NW 55TH ST

 8 ft.
 City,State,Zip:
 FORT LAUDERDALE, FL

Program Site Id: ERIC_8664

 Lat DD:
 26

 Lat MM:
 11

 Lat SS:
 40.714

 Long DD:
 80

 Long MM:
 11

 Long SS:
 35.8577

 Office/ District:
 SED

Office/ District: SED Program Area: RESPONSPARTY Priority Score: Not reported Datum: NAD83 DPHO Method: Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported Not reported RP Extension:

BROWARD CO. HM:

Site Manager:

Name: SERVICE WORKS Address: 3331 NW 55TH ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Paul Wierzbicki

Region: BROWARD
Facility ID: 13158
Alt Location: Not reported
Facility Status: OPEN

RESP PARTY:

Name: NAVTELL (FORMER) Address: 3331 NW 55TH ST

Distance

Elevation Site Database(s) EPA ID Number

SERVICE WORKS (Continued)

S110304443

EDR ID Number

City,State,Zip: FORT LAUDERDALE, FL 33309

District: Southeast District Site Id: ERIC_8664 Project Id: Not reported Site Status: CLOSED Project Manager: Not reported Not reported OGC Case Number: Initial Date Received: Not reported Contaminants: Not reported Offsite Cont Impact: Not reported Priority Score: Not reported NAD83 Datum: Method ID: **DPHO** Feature: Not reported Object Of Interest: **FACIL** Proximity To Object: **APPRX** Collect Username: WIERZBICKI_P Collect Affiliation: Not reported Collect Program Id: Not reported Collect Date: Not reported

Map Series Used: IMAGERY_11_13
Map Source Scale: 2500
Interpolation Scale: 2500
Coordinate Accuracy Id: 3

Verify Method Id:

Verifier Username:

Verifier Affiliation:

Verifying Program Id:

Verification Date:

Decode for District:

Not reported

Not reported

Not reported

Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC:

Decode for V_Method:

Latitude/Longitude (deg/min/sec):

Not reported

Not reported

26 11 / 80 11

Source Facility Name: NAVTELL (FORMER)

Source Facility ID: 138857

Program: Responsible Party Cleanup

Program Type: RESPONSPARTY
Program Status: COMPLETE
WMD: SFWMD
ICR Indicator: N

Discharge Date:

GIS ALBX:

GIS ALBY:

Site Manager:

Site Phase Description:

Offsite Contamination Key:

Not reported
779766.61
249211.67

Paul Wierzbicki
Phase 0 - Discovery
CONTAMUNKNOWN

 $Documents: \\ https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8664/gis-facility!searched for the product of the pr$

Objectid: 15400

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

D14 SPACELABS SEMS-ARCHIVE 1003867782 South 3313 NW 55 ST. FLD981026073

< 1/8 FT. LAUDERDALE, FL 33309

0.084 mi.

444 ft. Site 5 of 7 in cluster D

Relative: SEMS Archive: Higher Site ID:

 Higher
 Site ID:
 0401112

 Actual:
 EPA ID:
 FLD981026073

 8 ft.
 Name:
 SPACELABS

 Address:
 3313 NW 55 ST.

 Address 2:
 Not reported

City, State, Zip: FT. LAUDERDALE, FL 33309

Cong District: 15
FIPS Code: 12011
FF: N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0401112

 EPA ID:
 FLD981026073

 Site Name:
 SPACELABS

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ: 1

Start Date:

Finish Date:

Qual:

Current Action Lead:

Not reported

Not reported

EPA Perf In-Hse

 Region:
 04

 Site ID:
 0401112

 EPA ID:
 FLD981026073

 Site Name:
 SPACELABS

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

 SEQ:
 1

 Start Date:
 1985-06-01 05:00:00

 Finish Date:
 1985-06-01 05:00:00

 Qual:
 Not reported

Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0401112

 EPA ID:
 FLD981026073

 Site Name:
 SPACELABS

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

SPACELABS (Continued) 1003867782

Start Date: Not reported 1986-02-26 05:00:00 Finish Date:

Qual: N **Current Action Lead:** St Perf

E15 CARDNO, INC. **BROWARD CO. HM** S107676981

SSW 3427 NW 55TH ST

FORT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

444 ft. Site 1 of 4 in cluster E Relative: BROWARD CO. HM:

Higher CARDNO, INC. Name: Address: 3427 NW 55TH ST Actual:

City, State, Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 10343 Alt Location: Not reported Facility Status: **OPEN**

USIC LOCATING SERVICE S107674264 D16 **BROWARD CO. HM** N/A

South 3337 NW 55TH ST

< 1/8 FORT LAUDERDALE, FL 33309

0.084 mi.

444 ft. Site 6 of 7 in cluster D BROWARD CO. HM: Relative:

Higher Name: USIC LOCATING SERVICE

Address: 3337 NW 55TH ST Actual:

City, State, Zip: FORT LAUDERDALE, FL 33309 8 ft.

> **BROWARD** Region: Facility ID: 10342 Alt Location: Not reported Facility Status: **OPEN**

D17 **AFL TELECOMMUNICATIONS BROWARD CO. HM** S107673714 N/A

South 3349 NW 55TH ST

FORT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

445 ft. Site 7 of 7 in cluster D Relative: BROWARD CO. HM:

Higher AFL TELECOMMUNICATIONS Name:

Address: 3349 NW 55TH ST Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 10345 Alt Location: Not reported Facility Status: **OPEN**

N/A

Direction Distance

Elevation Site Database(s) EPA ID Number

C18 TERMINIX COMMERCIAL BRANCH 2199 BROWARD CO. HM S107676993

3467 NW 55TH ST N/A

FORT LAUDERDALE, FL 33309

0.084 mi. 445 ft.

SSW

< 1/8

Relative: BROWARD CO. HM:

Higher Name: TERMINIX COMMERCIAL BRANCH 2199

Actual: Address: 3467 NW 55TH ST

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 06331
Alt Location: Not reported
Facility Status: CLOSED

C19 GEMINI AIRCRAFT DWM CONTAM S123347177
SSW 3469 NW 55TH STREET RESP PARTY N/A

< 1/8 FORT LAUDERDALE, FL 33309

DWM CONTAM:

Site 3 of 5 in cluster C

0.084 mi.

Relative:

445 ft. Site 4 of 5 in cluster C

HigherName:GEMINI AIRCRAFTActual:Address:3469 NW 55TH STREET8 ft.City,State,Zip:FORT LAUDERDALE, FL

Program Site Id: ERIC_10398

Lat DD: 26

Lat MM: 11

Lat SS: 38.6663

Long DD: 80

Long MM: 11

Long SS: 40.7437

Office/ District: SED

RESPONSPARTY Program Area: Priority Score: Not reported NAD83 Datum: DPHO Method: Closed Facility Status: Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Not reported Rank: Operator: Not reported Phone: Not reported

Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported

Not reported

Not reported

RP Extension:

Site Manager:

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

GEMINI AIRCRAFT (Continued)

S123347177

EDR ID Number

RESP PARTY:

Name:GEMINI AIRCRAFTAddress:3469 NW 55TH STREETCity,State,Zip:FORT LAUDERDALE, FL 33309

District: Southeast District

Site Id: 372223 Project Id: 382199 CLOSED Site Status: Project Manager: CROSS_JL OGC Case Number: Not reported 11/14/1985 Initial Date Received: Not reported Contaminants: Offsite Cont Impact: Not reported Priority Score: Not reported Datum: NAD83 DPHO Method ID: Feature: Not reported Object Of Interest: CAP_RAP SITE Proximity To Object: **APPRX** Collect Username: CROSS_JL

Collect Affiliation: Florida Department of Environmental Protection

Collect Program Id: CR
Collect Date: 01/14/2019

Map Series Used: IMAGERYWITHROADS

Map Source Scale: 4513
Interpolation Scale: 4513
Coordinate Accuracy Id: 3
Verify Method Id: DPHO
Verifier Username: CROSS_JL

Verifier Affiliation: DEPARTMENT OF ENVIRONMENTAL PROTECTION

Verifying Program Id: CR
Verification Date: 01/14/2019
Decode for District: Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method:
Decode for Off Site COC:
Decode for V_Method:
Digital Aerial Photography With Ground Control
Not reported
Digital Aerial Photography With Ground Control

Latitude/Longitude (deg/min/sec): 26 11 / 80 11 Source Facility Name: Not reported Not reported Source Facility ID: Not reported Program: Program Type: Not reported Program Status: Not reported WMD: Not reported Not reported ICR Indicator: Discharge Date: Not reported GIS ALBX: Not reported GIS ALBY: Not reported Site Manager: Not reported Not reported Site Phase Description: Not reported Offsite Contamination Key: Documents: Not reported Objectid: Not reported

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

C20 GEMINI AIRCRAFT SEMS-ARCHIVE 1003867564
SSW 3469 NW 55 ST FLD032890691

< 1/8 FT LAUDERDALE, FL 33309

0.084 mi.

445 ft. Site 5 of 5 in cluster C

Relative: SEMS Archive: Higher Site ID:

 Higher
 Site ID:
 0400610

 Actual:
 EPA ID:
 FLD032890691

 8 ft.
 Name:
 GEMINI AIRCRAFT

 Address:
 3469 NW 55 ST

 Address 2:
 Not reported

City, State, Zip: FT LAUDERDALE, FL 33309

Cong District: 15
FIPS Code: 12011
FF: N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0400610

 EPA ID:
 FLD032890691

 Site Name:
 GEMINI AIRCRAFT

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ: 1

Start Date:

Finish Date:

Qual:

Current Action Lead:

Not reported

Not reported

EPA Perf In-Hse

 Region:
 04

 Site ID:
 0400610

 EPA ID:
 FLD032890691

 Site Name:
 GEMINI AIRCRAFT

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

 SEQ:
 1

 Start Date:
 1985-06-01 05:00:00

 Finish Date:
 1985-06-01 05:00:00

 Qual:
 Not reported

Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0400610

 EPA ID:
 FLD032890691

 Site Name:
 GEMINI AIRCRAFT

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

GEMINI AIRCRAFT (Continued) 1003867564

Start Date: Not reported 1986-03-17 05:00:00 Finish Date:

Qual: N **Current Action Lead:** St Perf

E21 PROSPECT PARK II, INC. **BROWARD CO. HM** S102632129

SSW 3445 NW 55TH ST N/A

FORT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

445 ft. Site 2 of 4 in cluster E Relative: BROWARD CO. HM:

Higher PROSPECT PARK II, INC. Name: Address: 3445 NW 55TH ST Actual:

City, State, Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 04080 Alt Location: Not reported Facility Status: **OPEN**

GLOBAL ALLIANCE LABS INC (FORMER) DWM CONTAM E22 S127023718 SSW **RESP PARTY** N/A

3447 NW 55TH ST < 1/8

FORT LAUDERDALE, FL 33309

0.084 mi.

445 ft. Site 3 of 4 in cluster E **DWM CONTAM:** Relative: Higher Name:

GLOBAL ALLIANCE LABS INC (FORMER) Address: 3447 NW 55TH ST Actual:

City, State, Zip: FORT LAUDERDALE, FL 8 ft.

ERIC_10311 Program Site Id:

Lat DD: 26 Lat MM: 11 Lat SS: 39.914 Long DD: 80 Long MM: 11 Long SS: 40.9392 Office/ District: SED

Program Area: RESPONSPARTY Priority Score: Not reported NAD83 Datum: **DPHO** Method: Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Not reported Rank: Operator: Not reported Phone: Not reported Name Changed: Not reported Not reported Addr Changed: Not reported Related Party ID: Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

GLOBAL ALLIANCE LABS INC (FORMER) (Continued)

S127023718

EDR ID Number

RP Address1: Not reported Not reported RP Address2: Not reported RP City: RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Not reported Contact: RP Phone: Not reported Not reported RP Extension: Site Manager: Paul Wierzbicki

RESP PARTY:

Name: GLOBAL ALLIANCE LABS INC (FORMER)

Address: 3447 NW 55TH ST

City, State, Zip: FORT LAUDERDALE, FL 33309

District: Southeast District ERIC 10311 Site Id: Project Id: Not reported Site Status: CLOSED Project Manager: Not reported Not reported OGC Case Number: Initial Date Received: Not reported Contaminants: Not reported Offsite Cont Impact: Not reported Not reported Priority Score: Datum: NAD83 Method ID: **DPHO** Feature: Not reported Object Of Interest: CAP_R APPRX Proximity To Object:

Collect Username: WIERZBICKI_P
Collect Affiliation: Not reported
Collect Program Id: Not reported
Collect Date: Not reported
Map Series Used: IMAGERY_11_13

Map Source Scale: 5000
Interpolation Scale: 5000
Coordinate Accuracy Id: 3

Verify Method Id:

Verifier Username:

Verifier Affiliation:

Verifying Program Id:

Verification Date:

Decode for District:

Not reported

Not reported

Not reported

Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: Not reported
Decode for V_Method: Not reported
Latitude/Longitude (deg/min/sec): 26 11 / 80 11

Source Facility Name: GLOBAL ALLIANCE LABS INC (FORMER)

Source Facility ID: 138593

Program: Responsible Party Cleanup

Program Type: RESPONSPARTY
Program Status: COMPLETE
WMD: SFWMD
ICR Indicator: N

Discharge Date: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

GLOBAL ALLIANCE LABS INC (FORMER) (Continued)

S127023718

GIS ALBX: 779626.6 GIS ALBY: 249182.67 Site Manager: Paul Wierzbicki Site Phase Description: Phase 0 - Discovery Offsite Contamination Key: CONTAMUNKNOWN

https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_10311/gis-facility!searcl Documents:

Objectid: 3154

E23 **GLOBAL ALLIANCE LABS INC** SEMS-ARCHIVE 1003867621 FLD101983047

SSW **3447 NW 55 STREET**

FT LAUDERDALE, FL 33309 < 1/8

0.084 mi.

445 ft. Site 4 of 4 in cluster E

SEMS Archive: Relative: Higher Site ID: 0400809 EPA ID: FLD101983047 Actual:

Name: GLOBAL ALLIANCE LABS INC 8 ft.

Address: **3447 NW 55 STREET**

Address 2: Not reported

City, State, Zip: FT LAUDERDALE, FL 33309

Cong District: 15 FIPS Code: 12011 FF: Ν

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 Site ID: 0400809 EPA ID: FLD101983047

Site Name: GLOBAL ALLIANCE LABS INC

NPL: FF: Ν OU: 00 Action Code: VS

ARCH SITE Action Name:

SEQ:

Start Date: Not reported Finish Date: 1990-12-04 05:00:00 Qual: Not reported Current Action Lead: EPA Perf In-Hse

Region: 04 Site ID: 0400809 EPA ID: FLD101983047

Site Name: GLOBAL ALLIANCE LABS INC

NPL: N FF: Ν OU: 00 Action Code: DS **DISCVRY** Action Name:

SEO:

Start Date: 1985-06-01 05:00:00 Finish Date: 1985-06-01 05:00:00 Qual: Not reported

Current Action Lead: **EPA Perf**

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

GLOBAL ALLIANCE LABS INC (Continued)

1003867621

Region: 04 Site ID: 0400809 EPA ID: FLD101983047

Site Name: GLOBAL ALLIANCE LABS INC

NPL: FF: Ν OU: 00 Action Code: SI Action Name: SI SEQ:

Start Date: Not reported Finish Date: 1990-12-04 05:00:00

Qual: **Current Action Lead: EPA Perf**

Region: 04 Site ID: 0400809 EPA ID: FLD101983047

Site Name: GLOBAL ALLIANCE LABS INC

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported Finish Date: 1986-02-26 05:00:00

Qual:

Current Action Lead: St Perf

24 **EXECUTIVE AIRPORT CENTER BROWARD CO. HM** SE 3150 W PROSPECT RD

< 1/8 FORT LAUDERDALE, FL 33309

0.103 mi. 546 ft.

Relative: BROWARD CO. HM:

Higher **EXECUTIVE AIRPORT CENTER** Name: 3150 W PROSPECT RD Address: Actual: City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

> Region: **BROWARD** Facility ID: 05737

> > Alt Location: 3150, 3200 & 3230 W Prospect Rd a.k.a. Lauderdale Commerce Center

Facility Status: **OPEN**

BROWARD CO. HM S107676303 F25 **DESIGNER SIGN SYSTEMS**

wsw 3540 NW 56TH ST

< 1/8 FORT LAUDERDALE, FL 33309

0.106 mi.

561 ft. Site 1 of 9 in cluster F Relative: BROWARD CO. HM:

Higher Name: **DESIGNER SIGN SYSTEMS**

Address: 3540 NW 56TH ST Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

N/A

S107674867

N/A

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

DESIGNER SIGN SYSTEMS (Continued)

S107676303

Region: **BROWARD** Facility ID: 21011 Alt Location: Not reported Facility Status: OPEN

POWELL ELECTRONICS Name: Address: 3540 NW 56TH ST

City,State,Zip: FORT LAUDERDALE, FL 33309

BROWARD Region: Facility ID: 00975 Not reported Alt Location: Facility Status: CLOSED

MCQUAY INTERNATIONAL 1001195697 F26 RCRA NonGen / NLR **WSW** 3540 NW 56TH ST STE 201 FLR000029819

< 1/8 FORT LAUDERDALE, FL 33309

RCRA NonGen / NLR:

0.106 mi.

Relative:

Site 2 of 9 in cluster F 561 ft.

Higher Date Form Received by Agency: 20100222

Handler Name: MCQUAY INTERNATIONAL Actual:

3540 NW 56TH ST STE 201 Handler Address: 8 ft.

> Handler City, State, Zip: FORT LAUDERDALE, FL 33309-2260

EPA ID: FLR000029819 JOHN NOVAL Contact Name: Contact Address: NW 56TH ST

Contact City, State, Zip: FORT LAUDERDALE, FL 33309-2260

954-486-4808 x 20 Contact Telephone: Contact Fax: 954-486-4822

Contact Email: JOHN.NOVAL@MCQUAY.COM

Contact Title: DISTRICT MANAGER

EPA Region: 04 Private Land Type:

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported Biennial Report Cycle: Not reported Accessibility: Not reported Active Site Indicator: Not reported

State District Owner: FL State District: SE

Mailing Address: NW 56TH ST Mailing City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner Name: COMMERCIAL PROPERTIES III LP

Owner Type: Private

Operator Name: MCQUAY INTERNATIONAL

Operator Type: Private Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: Nο Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No Underground Injection Control: No Off-Site Waste Receipt: No Universal Waste Indicator: No

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EPA ID Number

MCQUAY INTERNATIONAL (Continued)

1001195697

Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility:
Active Site Converter Treatment storage and Disposal Facility:
Not reported
Not reported
Not reported
Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: N

Sub-Part K Indicator: Not reported Commercial TSD Indicator: No

Treatment Storage and Disposal Type: Not reported 2018 GPRA Permit Baseline: Not on the Baseline 2018 GPRA Renewals Baseline: Not on the Baseline Permit Renewals Workload Universe: Not reported Permit Workload Universe: Not reported Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported Closure Workload Universe: Not reported

202 GPRA Corrective Action Baseline:

Corrective Action Workload Universe:

Subject to Corrective Action Universe:

No
Non-TSDFs Where RCRA CA has Been Imposed Universe:

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No
TSDFs Only Subject to CA under Discretionary Auth Universe:

No

Corrective Action Priority Ranking: No NCAPS ranking

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required: Not reported Handler Date of Last Change: 20110623 Recognized Trader-Importer: No Recognized Trader-Exporter: No Importer of Spent Lead Acid Batteries: No Exporter of Spent Lead Acid Batteries: No Recycler Activity Without Storage: No Manifest Broker: No Sub-Part P Indicator: Nο

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: BERGER COMMERCIAL REALTY

Legal Status:PrivateDate Became Current:20071106Date Ended Current:Not reported

Owner/Operator Address: 1600 SE 17TH ST CAUSEWAY #200
Owner/Operator City,State,Zip: FT LAUDERDALE, FL 33316-1717

Owner/Operator Telephone: 954-652-2033
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported

Distance Elevation

Site Database(s) EPA ID Number

Not reported

MCQUAY INTERNATIONAL (Continued)

1001195697

EDR ID Number

Owner/Operator Email:

Owner/Operator Indicator: Operator

Owner/Operator Name: MCQUAY INTERNATIONAL

Legal Status:PrivateDate Became Current:20100222Date Ended Current:Not reportedOwner/Operator Address:3540 NW 56TH ST

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone: 954-275-0095
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: COMMERCIAL PROPERTIES III LP

Legal Status:PrivateDate Became Current:19970417Date Ended Current:20071106Owner/Operator Address:101 W MAIN ST

Owner/Operator City, State, Zip: NORFOLK, VA 23510-1617

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: BERGER COMMERCIAL REALTY

Legal Status:PrivateDate Became Current:20071106Date Ended Current:Not reported

Owner/Operator Address: 1600 SE 17TH ST CAUSEWAY #200
Owner/Operator City, State, Zip: FT LAUDERDALE, FL 33316-1717

Owner/Operator Telephone: 954-652-2033
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: MCQUAY INTERNATIONAL

Legal Status:PrivateDate Became Current:20100222Date Ended Current:Not reportedOwner/Operator Address:3540 NW 56TH ST

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone: 954-275-0095
Owner/Operator Telephone Ext: Not reported
Owner/Operator Fax: Not reported
Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: COMMERCIAL PROPERTIES III LP

Legal Status: Private

Date Became Current: 19970417

Date Ended Current: 20071106

Owner/Operator Address: 101 W MAIN ST

Owner/Operator City, State, Zip: NORFOLK, VA 23510-1617

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

MCQUAY INTERNATIONAL (Continued)

1001195697

Owner/Operator Telephone: Not reported Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20100222

MCQUAY INTERNATIONAL Handler Name:

Federal Waste Generator Description: Not a generator, verified

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 562998

NAICS Description: ALL OTHER MISCELLANEOUS WASTE MANAGEMENT SERVICES

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Site 3 of 9 in cluster F

No Evaluations Found Evaluations:

RCRA NonGen / NLR 1000204693 **POWELL ELECTRONICS INC** wsw 3540 NW 56TH ST STE 208 **FINDS** FLD982120305

< 1/8 FORT LAUDERDALE, FL 33309 **ECHO**

0.106 mi. 561 ft.

F27

Relative: RCRA NonGen / NLR:

Higher 20130409 Date Form Received by Agency:

POWELL ELECTRONICS INC Handler Name: Actual:

Handler Address: 3540 NW 56TH ST STE 208 8 ft.

Handler City, State, Zip: FORT LAUDERDALE, FL 33309-2260

EPA ID: FLD982120305 Contact Name: **ROY MCGAIN**

Contact Address: 3540 NW 56TH ST STE 208

FORT LAUDERDALE, FL 33309-2260 Contact City, State, Zip:

Contact Telephone: 305-484-8377 Contact Fax: Not reported Contact Email: Not reported Contact Title: **GEN MANAGER**

EPA Region: 04 Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported Biennial Report Cycle: Not reported Accessibility: Not reported Active Site Indicator: Not reported

Map ID MAP FINDINGS
Direction

Distance EDR ID Number Elevation Site EDR ID Number Database(s) EPA ID Number

POWELL ELECTRONICS INC (Continued)

1000204693

State District Owner: FL State District: SE

Mailing Address: 3540 NW 56TH ST

Mailing City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner Name:ROY MCGAINOwner Type:PrivateOperator Name:Not reportedOperator Type:Not reported

Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No Underground Injection Control: Nο Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility:
Active Site Converter Treatment storage and Disposal Facility:
Active Site State-Reg Treatment Storage and Disposal Facility:
Active Site State-Reg Handler:

Not reported
Not reported

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: N

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type: Not reported 2018 GPRA Permit Baseline: Not on the Baseline 2018 GPRA Renewals Baseline: Not on the Baseline Permit Renewals Workload Universe: Not reported Permit Workload Universe: Not reported Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported Closure Workload Universe: Not reported

202 GPRA Corrective Action Baseline:

Corrective Action Workload Universe:

No Subject to Corrective Action Universe:

No Non-TSDFs Where RCRA CA has Been Imposed Universe:

No TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No TSDFs Only Subject to CA under Discretionary Auth Universe:

No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator:

Institutional Control Indicator:

No
Human Exposure Controls Indicator:

N/A
Groundwater Controls Indicator:

N/A
Operating TSDF Universe:

No repo

Operating TSDF Universe:

Full Enforcement Universe:

Not reported
Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required:
Handler Date of Last Change:
Recognized Trader-Importer:

Not reported
20180106
No

Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

POWELL ELECTRONICS INC (Continued) 1000204693

Recognized Trader-Exporter:

No Importer of Spent Lead Acid Batteries:

No Exporter of Spent Lead Acid Batteries:

No Recycler Activity Without Storage:

No Manifest Broker:

No Sub-Part P Indicator:

No

Hazardous Waste Summary:

Waste Code: F001

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING:

TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED

FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED

IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE

SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator:
Owner/Operator Name:
ROY MCGAIN
Legal Status:
Private
Date Became Current:
Date Ended Current:
Not reported

Owner/Operator Address: 3540 NW 56TH ST STE 208

Owner/Operator City,State,Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: POWELL ELECTRONICS

Legal Status:PrivateDate Became Current:19961018Date Ended Current:19961019

Owner/Operator Address: 3540 NW 56TH ST STE 208

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: POWELL ELECTRONICS

Legal Status: Private
Date Became Current: 19961018
Date Ended Current: 19961019

Owner/Operator Address: 3540 NW 56TH ST STE 208

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

POWELL ELECTRONICS INC (Continued)

1000204693

EDR ID Number

Owner/Operator Indicator:OwnerOwner/Operator Name:ROY MCGAINLegal Status:PrivateDate Became Current:19961018Date Ended Current:Not reported

Owner/Operator Address: 3540 NW 56TH ST STE 208

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:
Owner/Operator Name:
MCGAIN ROY
Legal Status:
Private
Date Became Current:
19961018
Date Ended Current:
Not reported

Owner/Operator Address: 3540 NW 56TH ST STE 208

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2260

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Historic Generators:

Receive Date: 20130409

Handler Name: POWELL ELECTRONICS INC

Federal Waste Generator Description: Not a generator, verified

State District Owner:

Large Quantity Handler of Universal Waste:

Recognized Trader Importer:

No
Recognized Trader Exporter:

No
Spent Lead Acid Battery Importer:

No
Spent Lead Acid Battery Exporter:

No
Current Record:

Non Storage Recycler Activity:

Electronic Manifest Broker:

Not reported

Not reported

Receive Date: 20130409

Handler Name: POWELL ELECTRONICS INC

Federal Waste Generator Description: Not a generator, verified

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes

Non Storage Recycler Activity:

Electronic Manifest Broker:

Not reported

Not reported

Receive Date: 19900207

Handler Name: POWELL ELECTRONICS INC

Federal Waste Generator Description: Small Quantity Generator

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

POWELL ELECTRONICS INC (Continued)

1000204693

Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

No Evaluations Found **Evaluations:**

FINDS:

Registry ID: 110002564984

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport. and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and affiliation data for the State of Florida.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000204693 Registry ID: 110002564984

DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110002564984

POWELL ELECTRONICS INC Name: Address: 3540 NW 56TH ST STE 208 City, State, Zip: FORT LAUDERDALE, FL 33309

F28 **ORKIN PEST CONTROL (COMMERCIAL) - BRANCH #685** BROWARD CO. HM **WSW** 3540 NW 56TH ST

FORT LAUDERDALE, FL 33309 < 1/8

0.106 mi.

561 ft. Site 4 of 9 in cluster F Relative:

Higher Name: ORKIN PEST CONTROL (COMMERCIAL) - BRANCH #685

Address: 3540 NW 56TH ST Actual:

BROWARD CO. HM:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

BROWARD Region: Facility ID: 19677 Alt Location: Not reported S108070501

N/A

Direction Distance

Distance Elevation Site EDR ID Number Database(s) EPA ID Number

ORKIN PEST CONTROL (COMMERCIAL) - BRANCH #685 (Continued)

S108070501

S107675619

FLD982173973

N/A

BROWARD CO. HM

FORT LAUDERDALE, FL 33309-2260

Facility Status: OPEN

Name: G E WALKER, INC. Address: 3540 NW 56TH ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10628
Alt Location: Not reported
Facility Status: CLOSED

F29 MCQUAY INTERNATIONAL WSW 3540 W PROSPECT RD

< 1/8 FORT LAUDERDALE, FL 33309

0.106 mi.

561 ft. Site 5 of 9 in cluster F

Relative: BROWARD CO. HM:

HigherName:MCQUAY INTERNATIONALActual:Address:3540 W PROSPECT RD8 ft.City,State,Zip:FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10636
Alt Location: Not reported
Facility Status: OPEN

Handler City, State, Zip:

F30 TRM COPY CENTERS CORP RCRA NonGen / NLR 1000700992

 WSW
 3540 NW 56TH ST
 FINDS

 < 1/8</td>
 FORT LAUDERDALE, FL 33309
 ECHO

0.106 mi.

561 ft. Site 6 of 9 in cluster F

Relative: RCRA NonGen / NLR:

Higher Date Form Received by Agency: 20130325

Actual: Handler Name: TRM COPY CENTERS CORP

8 ft. Handler Address: 3540 NW 56TH ST

EPA ID: FLD982173973
Contact Name: CLINT V NOY

Contact Address: 5515 SE MILWAUKIE AVE Contact City, State, Zip: PORTLAND, OR 97202-4900

Contact Telephone: 305-486-1003
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: MANAGER
EPA Region: 04
Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier:

Biennial Report Cycle:

Accessibility:

Active Site Indicator:

Not reported

Not reported

Not reported

Not reported

Not reported

State District Owner: FL State District: SE

Mailing Address: 5515 SE MILWAUKIE AVE Mailing City,State,Zip: PORTLAND, OR 97202-4900

Owner Name: CLINT NOY

Map ID Direction Distance Elevation

MAP FINDINGS

Site EDR ID Number

Database(s) EPA ID Number

TRM COPY CENTERS CORP (Continued)

Recognized Trader-Importer:

Recognized Trader-Exporter:

Manifest Broker:

Importer of Spent Lead Acid Batteries:

Exporter of Spent Lead Acid Batteries:

Recycler Activity Without Storage:

1000700992

Owner Type: Private Operator Name: Not reported Operator Type: Not reported Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: Nο Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: Nο **Underground Injection Control:** No Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No Not reported Active Site Fed-Reg Treatment Storage and Disposal Facility: Active Site Converter Treatment storage and Disposal Facility: Not reported Active Site State-Reg Treatment Storage and Disposal Facility: Not reported Active Site State-Reg Handler: Federal Facility Indicator: Not reported Hazardous Secondary Material Indicator: Ν Sub-Part K Indicator: Not reported Commercial TSD Indicator: No Treatment Storage and Disposal Type: Not reported 2018 GPRA Permit Baseline: Not on the Baseline Not on the Baseline 2018 GPRA Renewals Baseline: Permit Renewals Workload Universe: Not reported Permit Workload Universe: Not reported Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported Closure Workload Universe: Not reported 202 GPRA Corrective Action Baseline: No Corrective Action Workload Universe: No Subject to Corrective Action Universe: No Non-TSDFs Where RCRA CA has Been Imposed Universe: No TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No TSDFs Only Subject to CA under Discretionary Auth Universe: Corrective Action Priority Ranking: No NCAPS ranking **Environmental Control Indicator:** No Institutional Control Indicator: No Human Exposure Controls Indicator: N/A Groundwater Controls Indicator: N/A Operating TSDF Universe: Not reported Full Enforcement Universe: Not reported Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No Financial Assurance Required: Not reported Handler Date of Last Change: 20180106

No

No

No

No

No

No

Distance Elevation Site

Site Database(s) EPA ID Number

No

TRM COPY CENTERS CORP (Continued)

1000700992

EDR ID Number

Sub-Part P Indicator:

Hazardous Waste Summary:

Waste Code: D001

Waste Description: IGNITABLE WASTE

Handler - Owner Operator:

Owner/Operator Indicator:
Owner/Operator Name:
NOY CLINT
Legal Status:
Private
Date Became Current:
Date Ended Current:
Not reported

Owner/Operator Address: 5515 SE MILWAUKIE AVE
Owner/Operator City, State, Zip: PORTLAND, OR 97202-4900

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:
Owner/Operator Name:
CLINT NOY
Legal Status:
Private
Date Became Current:
Date Ended Current:
Not reported

Owner/Operator Address: 5515 SE MILWAUKIE AVE
Owner/Operator City, State, Zip: PORTLAND, OR 97202-4900

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:

Owner/Operator Name:

CLINT NOY

Legal Status:

Private

Date Became Current:

Date Ended Current:

Not reported

Owner/Operator Address: 5515 SE MILWAUKIE AVE
Owner/Operator City, State, Zip: PORTLAND, OR 97202-4900

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Historic Generators:

Receive Date: 20130325

Handler Name: TRM COPY CENTERS CORP

Federal Waste Generator Description: Not a generator, verified

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes

Non Storage Recycler Activity: Not reported

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site EDR ID Number

Database(s) EPA ID Number

TRM COPY CENTERS CORP (Continued)

1000700992

Electronic Manifest Broker: Not reported

Receive Date: 19890217

Handler Name: TRM COPY CENTERS CORP

Federal Waste Generator Description: Small Quantity Generator

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

FINDS:

Registry ID: 110007435016

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA. Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and affiliation data for the State of Florida.

<u>Click this hyperlink</u> while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000700992 Registry ID: 110007435016

DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110007435016

Name: TRM COPY CENTERS CORP
Address: 3540 NW 56TH STREET
City,State,Zip: FORT LAUDERDALE, FL 33309

Direction Distance

Distance Elevation Site EDR ID Number Database(s) EPA ID Number

G31 FUTURE METALS, INC. BROWARD CO. HM S107675053
SSW 5400 NW 35TH AVE N/A

5400 NW 35TH AVE
FORT LAUDERDALE, FL 33309

< 1/8 FORT I 0.124 mi.

655 ft. Site 1 of 3 in cluster G

Relative: BROWARD CO. HM:

HigherName:FUTURE METALS, INC.Actual:Address:5400 NW 35TH AVE

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 00171
Alt Location: Not reported
Facility Status: CLOSED

G32 GA TELESIS TURBINE TECHNOLOGIES, INC. BROWARD CO. HM S107675063

SSW 5400 NW 35TH AVE

< 1/8 FORT LAUDERDALE, FL 33309

0.124 mi.

655 ft. Site 2 of 3 in cluster G

Relative: BROWARD CO. HM:

Higher Name: GA TELESIS TURBINE TECHNOLOGIES, INC.

Actual: Address: 5400 NW 35TH AVE

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 08101
Alt Location: Not reported
Facility Status: CLOSED

G33 FUTURE METALS INC UST U003742729

SSW 5400 NW 35TH AVE < 1/8 FORT LAUDERDALE, FL 33309

0.124 mi.

655 ft. Site 3 of 3 in cluster G

Relative: UST:

Higher Facility ID: 8522047

Actual:Name:FUTURE METALS INC8 ft.Address:5400 NW 35TH AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 3057395350
Facility Status: CLOSED
Facility Type: C

Type Description: Fuel user/Non-retail

Depco: P
Region: STATE

Positioning Method: Not reported Latitude/Longitude: Not reported

UST:

Tank ID: 1
Tank Capacity: 2000

Tank Location: UNDERGROUND

Tank Status: B

Status Date: Not reported Install Date: Not reported

Substance: B

Content Description: Unleaded Gas

N/A

N/A

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

FUTURE METALS INC (Continued) U003742729

Vessel Indicator: TANK
DEP Contractor: P

Owner:

Owner ID: 4495

Owner Name: COMMERCE CENTER ASSOCIATES

Owner Address: 3445 NW 55TH ST Owner Address 2: Not reported

Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: LEE TOMBACK
Owner Phone: 3057331333

F34 SPG PALM CROSSING, LLC BROWARD CO. HM S108070596

SW 3520 NW 56TH ST

1/8-1/4 FORT LAUDERDALE, FL 33309

0.134 mi.

706 ft. Site 7 of 9 in cluster F **Relative:** BROWARD CO. HM:

Higher Name: SPG PALM CROSSING, LLC

Actual: Address: 3520 NW 56TH ST

8 ft. City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10834
Alt Location: Not reported
Facility Status: OPEN

F35 FALCON CREST AVIATION SUPPLY BROWARD CO. HM S108070510

SW 3520 NW 56TH ST

1/8-1/4 FORT LAUDERDALE, FL 33309

0.134 mi.

706 ft. Site 8 of 9 in cluster F **Relative:** BROWARD CO. HM:

Higher Name: FALCON CREST AVIATION SUPPLY

Actual: Address: 3520 NW 56TH ST

8 ft. City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10637
Alt Location: Not reported
Facility Status: OPEN

H36 HEMACARE BIOSCIENCE, INC. BROWARD CO. HM

H36 HEMACARE BIOSCIENCE, INC. SSE 5440 NW 33RD AVE

1/8-1/4 FORT LAUDERDALE, FL 33309

0.142 mi.

752 ft. Site 1 of 8 in cluster H Relative: BROWARD CO. HM:

Higher Name: HEMACARE BIOSCIENCE, INC.

Actual: Address: 5440 NW 33RD AVE

7 ft. City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD

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CAM 23-0159

Exhibit 4

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S108247483

N/A

N/A

N/A

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

HEMACARE BIOSCIENCE, INC. (Continued)

S108247483

Facility ID: 10626 Not reported Alt Location: CLOSED Facility Status:

RCRA NonGen / NLR H37 **Z COMMUNICATIONS INC** 1000460771 SSE 5450 NW 33RD AVE STE 100 **FINDS** FLD984184507

FORT LAUDERDALE, FL 33309 **ECHO** 1/8-1/4

0.143 mi.

Site 2 of 8 in cluster H 753 ft. Relative: RCRA NonGen / NLR:

State District:

Higher Date Form Received by Agency: 20121011

Handler Name: **Z COMMUNICATIONS INC** Actual:

5450 NW 33RD AVE STE 100 Handler Address: 7 ft. Handler City, State, Zip: FORT LAUDERDALE, FL 33309-6350

> EPA ID: FLD984184507 Contact Name: BARBARA STALTER Contact Address: 5450 NE 33RD AVE # 100

Contact City, State, Zip: FORT LAUDERDALE, FL 33308-3423

Contact Telephone: 305-735-1000 Contact Fax: Not reported Contact Email: Not reported SENIOR BUYER Contact Title:

EPA Region: 04 Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported Biennial Report Cycle: Not reported Accessibility: Not reported Active Site Indicator: Not reported State District Owner: FL

5450 NE 33RD AVE Mailing Address:

Mailing City, State, Zip: FORT LAUDERDALE, FL 33308-3423

SE

BARBARA STALTER Owner Name:

Owner Type: Private Operator Name: Not reported Operator Type: Not reported

Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: Nο Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No **Underground Injection Control:** No Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported Active Site Converter Treatment storage and Disposal Facility: Not reported Not reported Active Site State-Reg Treatment Storage and Disposal Facility: Active Site State-Reg Handler:

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator:

Sub-Part K Indicator: Not reported Map ID MAP FINDINGS
Direction

Distance EDR ID Number Elevation Site EDR ID Number Database(s) EPA ID Number

No

Z COMMUNICATIONS INC (Continued)

Commercial TSD Indicator:

1000460771

Treatment Storage and Disposal Type:

2018 GPRA Permit Baseline:

2018 GPRA Renewals Baseline:

Permit Renewals Workload Universe:

Permit Workload Universe:

Not reported

Not reported

Not reported

Not reported

Permit Workload Universe:
Permit Progress Universe:
Post-Closure Workload Universe:
Closure Workload Universe:
Not reported

Corrective Action Workload Universe:

No
Subject to Corrective Action Universe:

No
Non-TSDFs Where RCRA CA has Been Imposed Universe:

No
TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No
TSDFs Only Subject to CA under Discretionary Auth Universe:

No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator:

Institutional Control Indicator:

Human Exposure Controls Indicator:

Groundwater Controls Indicator:

N/A

Operating TSDF Universe:

Full Enforcement Universe:

Not reported

Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required:

Handler Date of Last Change:

Not reported
20180106

Recognized Trader-Importer:NoRecognized Trader-Exporter:NoImporter of Spent Lead Acid Batteries:NoExporter of Spent Lead Acid Batteries:NoRecycler Activity Without Storage:NoManifest Broker:NoSub-Part P Indicator:No

Hazardous Waste Summary:

Waste Code: F001

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING:

TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED

FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE

SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: BARBARA STALTER

Legal Status: Private
Date Became Current: 19970401
Date Ended Current: Not reported

Owner/Operator Address: 5450 NE 33RD AVE # 100

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33308-3423

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

Z COMMUNICATIONS INC (Continued)

1000460771

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: STALTER BARBARA

Legal Status:PrivateDate Became Current:19970401Date Ended Current:Not reported

Owner/Operator Address: 5450 NE 33RD AVE # 100

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33308-3423

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: BARBARA STALTER

Legal Status:PrivateDate Became Current:19970401Date Ended Current:Not reported

Owner/Operator Address: 5450 NE 33RD AVE # 100

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33308-3423

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Historic Generators:

Receive Date: 20121011

Handler Name: Z COMMUNICATIONS INC

Federal Waste Generator Description: Not a generator, verified

State District Owner:

Large Quantity Handler of Universal Waste:

No
Recognized Trader Importer:

No
Recognized Trader Exporter:

No
Spent Lead Acid Battery Importer:

No
Spent Lead Acid Battery Exporter:

No
Current Record:

Yes

Non Storage Recycler Activity:

Electronic Manifest Broker:

Not reported

Not reported

Receive Date: 19901127

Handler Name: Z COMMUNICATIONS INC

Federal Waste Generator Description: Small Quantity Generator

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

Direction Distance

EDR ID Number Elevation **EPA ID Number** Site Database(s)

Z COMMUNICATIONS INC (Continued)

1000460771

List of NAICS Codes and Descriptions:

No NAICS Codes Found NAICS Codes:

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

FINDS:

110005598120 Registry ID:

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and

corrective action activities required under RCRA.

Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and

affiliation data for the State of Florida.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000460771 Registry ID: 110005598120

DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110005598120

Z COMMUNICATIONS INC Name: 5450 NW 33RD AVE STE 100 Address: FORT LAUDERDALE, FL 33309 City, State, Zip:

BROWARD CO. HM S107675281 H38 INTEGRATED REGIONAL LABORATORIES LLP South 5361 NW 33RD AVE **HW GEN** N/A

1/8-1/4 FT LAUDERDALE, FL 33309

0.150 mi.

Site 3 of 8 in cluster H 792 ft. BROWARD CO. HM: Relative:

Higher Name: INTEGRATED REGIONAL LABORATORIES

Address: 5361 NW 33RD AVE Actual:

FORT LAUDERDALE, FL 33309 7 ft. City, State, Zip:

Region: **BROWARD** Facility ID: 10630 Alt Location: Not reported OPEN Facility Status:

HW GEN:

Site ID:

Name: INTEGRATED REGIONAL LABORATORIES LLP

Address: 5361 NW 33RD AVE

Direction Distance

Elevation Site Database(s) EPA ID Number

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

S107675281

EDR ID Number

City, State, Zip: FT LAUDERDALE, FL 33309 6313

Type: Large
Handler ID: FLR000166751
Office: SED
Notified Date: 05/17/2010
Last Inspection Date: 08/24/2021
Facility Installation: LQG-CEI
Object ID: 315

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/F

LR000166751/facility!search

H39 SPG PALM CROSSING, LLC BROWARD CO. HM S108070586

5361 NW 33RD AVE N/A

1/8-1/4 FORT LAUDERDALE, FL 33309

0.150 mi.

South

792 ft. Site 4 of 8 in cluster H **Relative:** BROWARD CO. HM:

Higher Name: SPG PALM CROSSING, LLC

Actual: Address: 5361 NW 33RD AVE

7 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10833
Alt Location: Not reported
Facility Status: OPEN

H40 INTEGRATED REGIONAL LABORATORIES LLP RCRA-VSQG 1014388826 South 5361 NW 33RD AVE RCRA-VSQG FLR000166751

1/8-1/4 FT LAUDERDALE, FL 33309

0.150 mi.

792 ft. Site 5 of 8 in cluster H

Relative: RCRA-VSQG:

HigherDate Form Received by Agency:20130328Actual:Handler Name:INTEGRATED REGIONAL LABORATORIES LLP7 ft.Handler Address:5361 NW 33RD AVE

Handler City,State,Zip: FT LAUDERDALE, FL 33309-6313

EPA ID: FLR000166751
Contact Name: VALERIE FULDAUER
Contact Address: 5361 NW 33RD AVE

Contact City, State, Zip: FT LAUDERDALE, FL 33309-6313

Contact Telephone: 954-717-0250
Contact Fax: Not reported

Contact Email: VALERIE.FULDAUER@HCAHEALTHCARE.COM

Contact Title: SAFETY OFFICER

EPA Region: 04
Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities

State District Owner: FL State District: SE

Mailing Address: 5361 NW 33RD AVE

Mailing City, State, Zip: FT LAUDERDALE, FL 33309-6313

Map ID MAP FINDINGS
Direction

Distance EDR ID Number Elevation Site EDR ID Number Database(s) EPA ID Number

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Owner Name: SGP PALM CROSSING LLC

Owner Type: Private

Operator Name: INTEGRATED REGIONAL LABORATORIES LLP

Operator Type: Private
Short-Term Generator Activity: No
Importer Activity: No
Mixed Waste Generator: No
Transporter Activity: No

Transporter Activity:

No
Transfer Facility Activity:

Recycler Activity with Storage:

Small Quantity On-Site Burner Exemption:

No
Smelting Melting and Refining Furnace Exemption:

No

Underground Injection Control:

Off-Site Waste Receipt:

Universal Waste Indicator:

Universal Waste Destination Facility:

No

Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility:
Active Site Converter Treatment storage and Disposal Facility:
Active Site State-Reg Treatment Storage and Disposal Facility:
Not reported
Not reported

Active Site State-Reg Handler: ---

Federal Facility Indicator:
Hazardous Secondary Material Indicator:
NN
NN

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type:

2018 GPRA Permit Baseline:

2018 GPRA Renewals Baseline:

Permit Renewals Workload Universe:

Permit Workload Universe:

Not reported

Not reported

Not reported

Permit Workload Universe:

Permit Progress Universe:

Post-Closure Workload Universe:

Closure Workload Universe:

Not reported
Not reported
Not reported

202 GPRA Corrective Action Baseline:

Corrective Action Workload Universe:

No Subject to Corrective Action Universe:

No Non-TSDFs Where RCRA CA has Been Imposed Universe:

No TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No

TSDFs Only Subject to CA under Discretionary Auth Universe:

No
No NCAPS ranking:

No No NCAPS ranking

Environmental Control Indicator:

Institutional Control Indicator:

No
Human Exposure Controls Indicator:

N/A
Groundwater Controls Indicator:

N/A

Operating TSDF Universe:

Full Enforcement Universe:

Not reported
Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required:
Handler Date of Last Change:

Not reported
20180106

Recognized Trader-Importer:

Recognized Trader-Exporter:

No
Importer of Spent Lead Acid Batteries:

No
Exporter of Spent Lead Acid Batteries:

No
Recycler Activity Without Storage:

No

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Manifest Broker: No Sub-Part P Indicator: Nο

Hazardous Waste Summary:

D001 Waste Code:

Waste Description: **IGNITABLE WASTE**

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL

ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL

ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT

MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Operator

Owner/Operator Name: INTEGRATED REGIONAL LABORATORIES LLP

Legal Status: Private Date Became Current: 20100406 Date Ended Current: Not reported Owner/Operator Address: 5361 NW 33RD AVE

Owner/Operator City, State, Zip: FT LAUDERDALE, FL 33309-6313

Owner/Operator Telephone: Not reported Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Operator

Owner/Operator Name: INTEGRATED REGIONAL LABORATORIES LLP

Legal Status: Private Date Became Current: 20100406 Date Ended Current: Not reported 5361 NW 33RD AVE Owner/Operator Address:

Owner/Operator City, State, Zip: FT LAUDERDALE, FL 33309-6313

Owner/Operator Telephone: Not reported Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: SGP PALM CROSSING LLC

Legal Status: Private Date Became Current: 20071101 Date Ended Current: Not reported

Owner/Operator Address: 100 FRONT ST #1370

WEST CONSHOHOCKEN, PA 19428-2898 Owner/Operator City, State, Zip:

Owner/Operator Telephone: 954-358-0900 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

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MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Owner/Operator Indicator: Operator

INTEGRATED REGIONAL LABORATORIES LLP Owner/Operator Name:

Legal Status: Private Date Became Current: 20100406 Date Ended Current: Not reported 5361 NW 33RD AVE Owner/Operator Address:

FT LAUDERDALE, FL 33309-6313 Owner/Operator City, State, Zip:

Owner/Operator Telephone: Not reported Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: SGP PALM CROSSING LLC

Legal Status: Private Date Became Current: 20071101 Date Ended Current: Not reported

100 FRONT ST #1370 Owner/Operator Address:

Owner/Operator City, State, Zip: WEST CONSHOHOCKEN, PA 19428-2898

Owner/Operator Telephone: 954-358-0900 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: SGP PALM CROSSING LLC

Legal Status: Private Date Became Current: 20071101 Date Ended Current: Not reported

Owner/Operator Address: 100 FRONT ST #1370

Owner/Operator City, State, Zip: WEST CONSHOHOCKEN, PA 19428-2898

Owner/Operator Telephone: 954-358-0900 Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Historic Generators:

Receive Date: 20130328 Handler Name: INTEGRATED REGIONAL LABORATORIES LLP

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: Nο Spent Lead Acid Battery Exporter: No Current Record: Yes Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

Receive Date: 20100503 INTEGRATED REGIONAL LABORATORIES LLP Handler Name: Federal Waste Generator Description: **Small Quantity Generator**

State District Owner: FΙ Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Spent Lead Acid Battery Importer:

Spent Lead Acid Battery Exporter:

No
Current Record:

No

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Code: 621511

NAICS Description: MEDICAL LABORATORIES

Facility Has Received Notices of Violation:

Found Violation: No Agency Which Determined Violation: Not reported Violation Short Description: Not reported Date Violation was Determined: Not reported Actual Return to Compliance Date: Not reported Return to Compliance Qualifier: Not reported Violation Responsible Agency: Not reported Scheduled Compliance Date: Not reported Enforcement Identifier: Not reported Date of Enforcement Action: Not reported Enforcement Responsible Agency: Not reported **Enforcement Docket Number:** Not reported **Enforcement Attorney:** Not reported Corrective Action Component: Not reported Appeal Initiated Date: Not reported Appeal Resolution Date: Not reported Disposition Status Date: Not reported Disposition Status: Not reported Disposition Status Description: Not reported

Consent/Final Order Sequence Number:Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person:

Enforcement Responsible Sub-Organization:

Not reported

Not reported

SEP Sequence Number: Not reported

SEP Expenditure Amount: Not reported SEP Scheduled Completion Date: Not reported SEP Actual Date: Not reported Not reported SEP Defaulted Date: SEP Type: Not reported SEP Type Description: Not reported Proposed Amount: Not reported Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State

Violation Short Description: Generators - General

Date Violation was Determined:20210824Actual Return to Compliance Date:20210929Return to Compliance Qualifier:UnverifiableViolation Responsible Agency:State

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Scheduled Compliance Date: Not reported Enforcement Identifier: Not reported Date of Enforcement Action: Not reported Enforcement Responsible Agency: Not reported **Enforcement Docket Number:** Not reported **Enforcement Attorney:** Not reported Corrective Action Component: Not reported Not reported Appeal Initiated Date: Appeal Resolution Date: Not reported Disposition Status Date: Not reported Disposition Status: Not reported Disposition Status Description: Not reported

Consent/Final Order Sequence Number:Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person: Not reported Enforcement Responsible Sub-Organization: Not reported

SEP Sequence Number: Not reported

Not reported SEP Expenditure Amount: SEP Scheduled Completion Date: Not reported SEP Actual Date: Not reported SEP Defaulted Date: Not reported SEP Type: Not reported SEP Type Description: Not reported Not reported Proposed Amount: Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State

Violation Short Description: Preparedness, Prevention, and Emergency Procedures

20210824 Date Violation was Determined: Actual Return to Compliance Date: 20210929 Unverifiable Return to Compliance Qualifier: Violation Responsible Agency: State Scheduled Compliance Date: Not reported Enforcement Identifier: Not reported Not reported Date of Enforcement Action: Enforcement Responsible Agency: Not reported **Enforcement Docket Number:** Not reported Not reported **Enforcement Attorney:** Not reported Corrective Action Component: Appeal Initiated Date: Not reported Appeal Resolution Date: Not reported Disposition Status Date: Not reported Disposition Status: Not reported Not reported Disposition Status Description:

Consent/Final Order Sequence Number:Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person:

Not reported
Enforcement Responsible Sub-Organization:

Not reported

SEP Sequence Number: Not reported

Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

SEP Expenditure Amount: Not reported SEP Scheduled Completion Date: Not reported Not reported SEP Actual Date: SEP Defaulted Date: Not reported SEP Type: Not reported SEP Type Description: Not reported Proposed Amount: Not reported Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Found Violation: Yes
Agency Which Determined Violation: State

Violation Short Description: Generators - General

Date Violation was Determined:

Actual Return to Compliance Date:

Return to Compliance Qualifier:

Violation Responsible Agency:

Scheduled Compliance Date:

Not reported

Enforcement Identifier: Not reported Date of Enforcement Action: Not reported Not reported Enforcement Responsible Agency: **Enforcement Docket Number:** Not reported **Enforcement Attorney:** Not reported Corrective Action Component: Not reported Appeal Initiated Date: Not reported Appeal Resolution Date: Not reported Disposition Status Date: Not reported Disposition Status: Not reported Disposition Status Description: Not reported

Consent/Final Order Sequence Number:Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person:

Enforcement Responsible Sub-Organization:

Not reported

Not reported

SEP Sequence Number: Not reported

SEP Expenditure Amount: Not reported SEP Scheduled Completion Date: Not reported SEP Actual Date: Not reported Not reported SEP Defaulted Date: SEP Type: Not reported SEP Type Description: Not reported Proposed Amount: Not reported Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Found Violation: Yes Agency Which Determined Violation: State

Violation Short Description: Generators - General

Date Violation was Determined:20210824Actual Return to Compliance Date:20210929Return to Compliance Qualifier:UnverifiableViolation Responsible Agency:State

MAP FINDINGS Map ID Direction

EDR ID Number Distance Elevation Site Database(s) **EPA ID Number**

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Scheduled Compliance Date: Not reported Not reported Enforcement Identifier: Not reported Date of Enforcement Action: Enforcement Responsible Agency: Not reported **Enforcement Docket Number:** Not reported Not reported **Enforcement Attorney:** Corrective Action Component: Not reported Appeal Initiated Date: Not reported Appeal Resolution Date: Not reported Disposition Status Date: Not reported Disposition Status: Not reported Disposition Status Description: Not reported

Consent/Final Order Sequence Number:Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported

Enforcement Type: Not reported

Enforcement Responsible Person: Not reported Enforcement Responsible Sub-Organization: Not reported

SEP Sequence Number: Not reported

Not reported SEP Expenditure Amount: SEP Scheduled Completion Date: Not reported SEP Actual Date: Not reported Not reported SEP Defaulted Date: SEP Type: Not reported SEP Type Description: Not reported Not reported Proposed Amount: Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Evaluation Action Summary:

Evaluation Date: 20210824

Evaluation Responsible Agency: EPA-Initiated Oversight/Observation/Training Actions

Found Violation:

COMPLIANCE EVALUATION INSPECTION ON-SITE **Evaluation Type Description:**

PMALK Evaluation Responsible Person Identifier: Evaluation Responsible Sub-Organization: **ECB** Actual Return to Compliance Date: Not reported Not reported Scheduled Compliance Date: Date of Request: Not reported Date Response Received: Not reported Request Agency: Not reported Former Citation: Not reported

20210824 **Evaluation Date:** Evaluation Responsible Agency: State Found Violation:

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Evaluation Responsible Person Identifier: **JAR** Evaluation Responsible Sub-Organization: SE Actual Return to Compliance Date: 20210929 Scheduled Compliance Date: Not reported Not reported Date of Request: Date Response Received: Not reported Request Agency: Not reported Former Citation: Not reported

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

INTEGRATED REGIONAL LABORATORIES LLP (Continued)

1014388826

Evaluation Date: 20210824 Evaluation Responsible Agency: State Found Violation: Yes

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Evaluation Responsible Person Identifier: **JAR** Evaluation Responsible Sub-Organization: SE Actual Return to Compliance Date: 20210929 Scheduled Compliance Date: Not reported Date of Request: Not reported Date Response Received: Not reported Request Agency: Not reported Former Citation: Not reported

Evaluation Date: 20210824 Evaluation Responsible Agency: State Found Violation: Yes

COMPLIANCE EVALUATION INSPECTION ON-SITE **Evaluation Type Description:**

Evaluation Responsible Person Identifier: **JAR** Evaluation Responsible Sub-Organization: SE 20210929 Actual Return to Compliance Date: Scheduled Compliance Date: Not reported Date of Request: Not reported Date Response Received: Not reported Request Agency: Not reported Former Citation: Not reported

Evaluation Date: 20210824 **Evaluation Responsible Agency:** State Found Violation: Yes

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Evaluation Responsible Person Identifier: **JAR** Evaluation Responsible Sub-Organization: SE Actual Return to Compliance Date: 20210929 Scheduled Compliance Date: Not reported Date of Request: Not reported Date Response Received: Not reported Request Agency: Not reported Former Citation: Not reported

H41 **GAMBRO HEALTHCARE LABORATORY** RCRA-VSQG 1014468595 5361 NW 33RD AVE South FLT990063372

1/8-1/4 FT LAUDERDALE, FL 33309

0.150 mi.

792 ft. Site 6 of 8 in cluster H

Relative: RCRA-VSQG:

Higher Date Form Received by Agency: 19990713 Handler Name: GAMBRO HEALTHCARE LABORATORY Actual:

5361 NW 33RD AVE Handler Address: 7 ft.

Handler City, State, Zip: FT LAUDERDALE, FL 33309-6313

EPA ID: FLT990063372 Contact Name: Not reported Contact Address: Not reported Contact City, State, Zip: Not reported Contact Telephone: Not reported Contact Fax: Not reported Contact Email: Not reported

Map ID MAP FINDINGS Direction

EDR ID Number Distance Elevation **EPA ID Number** Site Database(s)

GAMBRO HEALTHCARE LABORATORY (Continued)

1014468595

Contact Title: Not reported EPA Region: 04

Land Type: Other

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported Biennial Report Cycle: Not reported Accessibility: Not reported Active Site Indicator: Handler Activities

State District Owner: FL State District: SE

Mailing Address: Not reported Mailing City, State, Zip: Not reported Owner Name: Not reported Owner Type: Not reported Operator Name: Not reported Operator Type: Not reported

Short-Term Generator Activity: Yes Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No **Underground Injection Control:** No Off-Site Waste Receipt: Nο Universal Waste Indicator: Nο Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported Active Site Converter Treatment storage and Disposal Facility: Not reported Active Site State-Reg Treatment Storage and Disposal Facility: Not reported

Active Site State-Reg Handler:

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: NN Sub-Part K Indicator:

Not reported Commercial TSD Indicator: No

Treatment Storage and Disposal Type:

Not reported 2018 GPRA Permit Baseline: Not on the Baseline 2018 GPRA Renewals Baseline: Not on the Baseline Permit Renewals Workload Universe: Not reported Permit Workload Universe: Not reported Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported

Closure Workload Universe: Not reported 202 GPRA Corrective Action Baseline: No Corrective Action Workload Universe: No Subject to Corrective Action Universe: No Non-TSDFs Where RCRA CA has Been Imposed Universe: No

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: No TSDFs Only Subject to CA under Discretionary Auth Universe: No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator: No Institutional Control Indicator: No Human Exposure Controls Indicator: N/A Groundwater Controls Indicator: N/A

Operating TSDF Universe: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

GAMBRO HEALTHCARE LABORATORY (Continued)

1014468595

EDR ID Number

Full Enforcement Universe: Not reported

Significant Non-Complier Universe: No
Unaddressed Significant Non-Complier Universe: No
Addressed Significant Non-Complier Universe: No
Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required:
Handler Date of Last Change:
Recognized Trader-Importer:
No
Recognized Trader-Exporter:
No
Importer of Spent Lead Acid Batteries:
No
Exporter of Spent Lead Acid Batteries:
No

Recycler Activity Without Storage:

Manifest Broker:

Not reported

Not reported

Sub-Part P Indicator: No

Historic Generators:

Receive Date: 19990713 Handler Name: GAMBRO HEALTHCARE LABORATORY

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

H42 OTIS ELEVATOR COMPANY

South 5381 NW 33RD AVE

1/8-1/4 FORT LAUDERDALE, FL 33309

0.150 mi.

793 ft. Site 7 of 8 in cluster H
Relative: BROWARD CO. HM:

Higher Name: OTIS ELEVATOR COMPANY

Actual: Address: 5381 NW 33RD AVE

7 ft. City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 10627
Alt Location: Not reported
Facility Status: OPEN

S107676139

N/A

BROWARD CO. HM

Direction Distance

Elevation Site Database(s) **EPA ID Number**

H43 **OAKWOOD WORLDWIDE BROWARD CO. HM** S107676110 South N/A

5371 NW 33RD AVE

1/8-1/4 FORT LAUDERDALE, FL 33309

0.150 mi.

793 ft. Site 8 of 8 in cluster H Relative: BROWARD CO. HM:

Higher OAKWOOD WORLDWIDE Name: Address: 5371 NW 33RD AVE Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 7 ft.

BROWARD Region: Facility ID: 10575 Alt Location: w OPEN Facility Status:

F44 **WEBSTER'S TEAM SPORTS BROWARD CO. HM** S108070557 N/A

wsw 3560 W PROSPECT RD 1/8-1/4 FORT LAUDERDALE, FL 33309

0.155 mi.

Site 9 of 9 in cluster F 821 ft. BROWARD CO. HM: Relative:

Higher Name: WEBSTER'S TEAM SPORTS Address: 3560 W PROSPECT RD Actual: FORT LAUDERDALE, FL 33309 City,State,Zip: 8 ft.

> **BROWARD** Region: Facility ID: 10633 Not reported Alt Location: Facility Status: **CLOSED**

145 3580 & 3590 BUILDING LLC A100445778 N/A

WSW 3580 NW 56TH ST

1/8-1/4 FORT LAUDERDALE, FL 33309

0.195 mi.

1030 ft. Site 1 of 4 in cluster I Relative: BROWARD CO AST:

Higher 3580 & 3590 BUILDING LLC Name: 3580 NW 56TH ST Address: Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

Facility ID: 16443 Storage Tank ID: 16443-01

Tank Status: 1. Installation / Modification; Out-of-Service

Install Date: 06/27/2019 Tank Size: 1109 DEP Site ID: 069816747 Tank Construction: C. Steel

G. Diesel; Emergency Generator Substance:

Tank Type: Above ground **EDR ID Number**

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

146 3580 & 3590 BUILDING LLC **BROWARD CO. HM** S121406327 **WSW** 3580 NW 56TH ST

N/A

1/8-1/4 FORT LAUDERDALE, FL 33309

0.195 mi.

1030 ft. Site 2 of 4 in cluster I Relative: BROWARD CO. HM:

Higher 3580 & 3590 BUILDING LLC Name:

Address: 3580 NW 56TH ST Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 16443 Alt Location: Not reported Facility Status: **OPEN**

BROWARD CNTY WWS 1A1 147 **AST** A100290529 wsw 3596 W PROSPECT RD N/A

1/8-1/4 FORT LAUDERDALE, FL 33309

0.205 mi.

Site 3 of 4 in cluster I 1080 ft.

Relative: AST: Higher Facility ID: 8622486

Name: **BROWARD CNTY WWS 1A1** Actual: Address: 3596 W PROSPECT RD 8 ft. City,State,Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9548314115 Facility Status: **OPEN** Facility Type:

Type Description: County Government

Depco: D STATE Region: Positioning Method: **AGPS**

26 11 37 / 80 11 57 Latitude/Longitude:

Tank:

Tank ID: Tank Capacity: 3000

ABOVEGROUND Tank Location:

Tank Status: U

Status Date: Not reported 7/1/1982 Install Date:

Substance:

Content Description: **Emerg Generator Diesel**

TANK Vessel Indicator: DEP Contractor: D

Piping: Tank ID:

1 Piping Category: Α

Piping Description: Abv, no soil contact

Tank ID: 1 Piping Category:

Piping Description: Steel/galvanized metal

Tank ID: 1 Piping Category:

Piping Description: Suction piping system

Tank ID: 1

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

BROWARD CNTY WWS 1A1 (Continued)

A100290529

Piping Category: M

Piping Description: Double wall - pipe jacket

Monitoring:

Tank ID: 1 Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Owner:

Owner ID: 2787

BROWARD CNTY WATER SUPPLY DIV Owner Name:

2555 W COPANS RD Owner Address: Owner Address 2: ATTN: MARK DARMANIN Owner City, State, Zip: POMPANO BEACH, FL 33069

Owner Contact: MARK DARMANIN | MARLICE SEALEY | SERENE CHANG

Owner Phone: 9548310960

Construction:

Tank ID: 1 Construction Category: С Construction Description: Steel

Tank ID: Construction Category: Κ

Construction Description: AST containment

BROWARD CO AST:

Name: **BROWARD COUNTY WWS 1A1 WSF**

Address: 3580 W PROSPECT RD City, State, Zip: FORT LAUDERDALE, FL 33309

Facility ID: 02373 Storage Tank ID: 02373-01

Tank Status: 1. Installation / Modification; Out-of-Service

Install Date: 07/01/1989 Tank Size: 3000 068622486 DEP Site ID: Tank Construction: C. Steel

G. Diesel; Emergency Generator Substance:

Tank Type: Above ground

148 3580 & 3590 BUILDINGS LLC AST S122338825 **WSW** 3580 W PROSPECT RD **Financial Assurance** N/A 1/8-1/4 FORT LAUDERDALE, FL 33309 **BROWARD CO. HM**

0.205 mi.

Site 4 of 4 in cluster I 1080 ft.

Relative:

Higher Facility ID: 9816747

3580 & 3590 BUILDINGS LLC Name: Actual: Address: 3580 W PROSPECT RD 8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

> 9547980699 Facility Phone: **OPEN** Facility Status: Facility Type: С

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

3580 & 3590 BUILDINGS LLC (Continued)

Type Description:

Fuel user/Non-retail

Depco: STATE Region: Positioning Method: Not reported Latitude/Longitude: Not reported

Tank:

Tank ID: 1 Tank Capacity: 1109

Tank Location: **ABOVEGROUND**

Tank Status:

04/01/2019 Status Date: Install Date: 4/1/2019

Substance: G

Emerg Generator Diesel Content Description:

Vessel Indicator: **TANK DEP Contractor:** Ρ

Piping:

Tank ID: Piping Category:

Piping Description: Suction piping system

Tank ID: Piping Category:

Piping Description: Steel/galvanized metal

Tank ID: Piping Category:

Piping Description: Abv, no soil contact

Monitoring:

Tank ID: 1 Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 1 Petro Monitoring Category:

Monitoring Description: Visual inspection of ASTs

Owner:

Owner ID: 70469

Owner Name: 777 PROPERTIES INC 541 S SR 7, #11 Owner Address: Owner Address 2: Not reported

Owner City, State, Zip: MARGATE, FL 33068 Owner Contact: MICHAEL SHOOSTER

Owner Phone: 9543907777

Construction:

Tank ID: 1 Construction Category: С Construction Description: Steel

Tank ID: 1 Construction Category: Μ

Construction Description: Spill containment bucket

> TC7016287.2s Page 70 CAM 23-0159 Exhibit 4 Page 222 of 869

S122338825

Direction Distance

Elevation Site Database(s) EPA ID Number

3580 & 3590 BUILDINGS LLC (Continued)

Tank ID: 1
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 1
Construction Category: 1

Construction Description: Double wall

FL Financial Assurance 3:

Name: 3580 & 3590 BUILDINGS LLC
Address: 3580 W PROSPECT RD
City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3
Facility ID: 9816747
Facility Phone: 9547980699
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: COMMERCE & INDUSTRY INSURANCE CO

 Effective Date:
 02/24/2019

 Expire Date:
 02/24/2020

 Owner ID:
 70469

Onwer Name: 777 PROPERTIES INC
Owner Address: 541 S SR 7, #11
Owner Address2: Not reported
Owner City,St,Zip: MARGATE, FL 33068

Contact: MICHAEL SHOOSTER

Resp Party Phone: 9543907777

Name: 3580 & 3590 BUILDINGS LLC
Address: 3580 W PROSPECT RD
City,State,Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 9816747
Facility Phone: 9547980699
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: COMMERCE & INDUSTRY INSURANCE CO

 Effective Date:
 02/24/2020

 Expire Date:
 02/24/2021

 Owner ID:
 70469

Onwer Name: 777 PROPERTIES INC
Owner Address: 541 S SR 7, #11
Owner Address2: Not reported

Owner City,St,Zip: MARGATE, FL 33068
Contact: MICHAEL SHOOSTER

Resp Party Phone: 9543907777

BROWARD CO. HM:

EDR ID Number

S122338825

Direction Distance

Elevation Site Database(s) EPA ID Number

3580 & 3590 BUILDINGS LLC (Continued)

Name: BROWARD COUNTY WWS 1A1 WSF

Address: 3580 W PROSPECT RD City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD Facility ID: 02373

Alt Location: 6/20/03 Change facility address from 3700 W PROSPECT RD, Lauderdale

Lakes to 3598 W PROSPECT RD, Fort Lauderdale per 6/20/03 request from

Marlice Berger, OES, based on FPL billing address. SD

Facility Status: OPEN

49 TOWNE PLACE SUITES
ESE 3100 W PROSPECT RD
1/8-1/4 FORT LAUDERDALE, FL 33309

0.208 mi. 1099 ft.

08 mi.

Relative: BROWARD CO. HM: Higher Name:

HigherName:TOWNE PLACE SUITESActual:Address:3100 W PROSPECT RD8 ft.City,State,Zip:FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 03504
Alt Location: Not reported
Facility Status: OPEN

J50 VERTIV CORPORATION BROWARD CO. HM S125829134

SW 3590 NW 54TH ST

1/8-1/4 FORT LAUDERDALE, FL 33309

0.220 mi.

1159 ft. Site 1 of 2 in cluster J

Relative: BROWARD CO. HM:

HigherName:VERTIV CORPORATIONActual:Address:3590 NW 54TH ST

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 20335
Alt Location: Not reported
Facility Status: OPEN

51 CHEMSTATION OF FLORIDA AST \$123308908

SSW 5350 NW 35TH TER BROWARD CO. HM N/A 1/8-1/4 FORT LAUDERDALE, FL 33309 TIER 2

0.220 mi. 1163 ft.

Relative: BROWARD CO AST:

 Higher
 Name:
 CHEMSTATION OF FLORIDA

 Actual:
 Address:
 5350 NW 35TH TER 11

 8 ft.
 City,State,Zip:
 FORT LAUDERDALE, FL 33309

Facility ID: 19830
Storage Tank ID: 19830-01
Tank Status: U. In-Service
Install Date: Not reported
Tank Size: 4200

EDR ID Number

S122338825

S104520319

N/A

N/A

BROWARD CO. HM

Direction Distance

Elevation Site Database(s) EPA ID Number

CHEMSTATION OF FLORIDA (Continued)

S123308908

EDR ID Number

DEP Site ID: Not reported Tank Construction: Y. Polyethylene

Substance: Z. Hazardous Material (Chapter 27) Not Otherwise Listed

Tank Type: Above ground

BROWARD CO. HM:

Name: CHEMSTATION OF FLORIDA

Address: 5350 NW 35TH TER

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 19830
Alt Location: Not reported
Facility Status: OPEN

TIER 2:

Name: CHEMSTATION OF FLORIDA Address: 5350 NW 35TH TER #112 City,State,Zip: FORT LAUDERDALE, FL 33309

Year: 2020 Facility Id: 6846520 Not reported Active Date: Inactive Date: Not reported Sale Pending: Not reported Original Date: Not reported PLOT Source: Not reported Latitude: Not reported Longitude: Not reported LEPC District: Not reported Not reported Counties: SERC: Not reported Program Level: Not reported PRIME: Not reported SIC Code: Not reported SIC Code 2: Not reported NAICS Code: 325611 Last Modified Date: 03/01/2021 First Submit Date: 03/01/2021 Data Submitted By: Jim Baade

Company Name: Chemstation Of Florida

Comments: Not reported

Contact:

Contact ID: Not reported
Year: 2020
Facility Id: 6846520
Contact Type: Owner / Operator
Contact Name: Stuart Sumner

Not reported Contact Title: Contact Phone: Not reported Contact 24Hr Phone: Not reported Contact Telephone 2: 904-268-3377 Not reported Contact Telephone 3: Contact Telephone 4: Not reported Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: ssumner@chemstation.com

MAP FINDINGS Map ID Direction

Distance **EDR ID Number** Elevation Site Database(s) **EPA ID Number**

CHEMSTATION OF FLORIDA (Continued)

Contact ID:

Contact Telephone 6:

S123308908

Not reported 2020 Year: Facility Id: 6846520 Contact Type: Owner / Operator Contact Name: Stuart Sumner Contact Title: Not reported Contact Phone: Not reported Contact 24Hr Phone: Not reported Contact Telephone 2: 904-268-3377 Contact Telephone 3: Not reported Contact Telephone 4: Not reported Not reported Contact Telephone 5:

Contact Email: ssumner@chemstation.com

Not reported

CHEMSTATION OF FLORIDA Name: Address: 5350 NW 35TH TER #112 City, State, Zip: FORT LAUDERDALE, FL 33309

Year: 2019 Facility Id: 6673497 Active Date: Not reported Inactive Date: Not reported Sale Pending: Not reported Original Date: Not reported PLOT Source: Not reported Latitude: Not reported Not reported Longitude: LEPC District: Not reported Counties: Not reported SERC: Not reported Program Level: Not reported Not reported PRIME: SIC Code: Not reported SIC Code 2: Not reported NAICS Code: 325611 Last Modified Date: 02/19/2020 First Submit Date: 02/19/2020 Jim Baade Data Submitted By:

Chemstation Of Florida Company Name:

Comments: Not reported

Contact:

Contact ID: Not reported Year: 2019 Facility Id: 6673497 Contact Type: Owner / Operator Contact Name: Alan Kohn

Contact Title: Not reported Contact Phone: Not reported Contact 24Hr Phone: Not reported 954-731-4993 Contact Telephone 2: Not reported Contact Telephone 3: Contact Telephone 4: Not reported Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

CHEMSTATION OF FLORIDA (Continued)

S123308908

Contact Email: akohn@chemstation.com

Contact ID: Not reported Year: 2019
Facility Id: 6673497

Contact Type: Owner / Operator Contact Name: Alan Kohn Contact Title: Not reported Contact Phone: Not reported Contact 24Hr Phone: Not reported 954-731-4993 Contact Telephone 2: Contact Telephone 3: Not reported Contact Telephone 4: Not reported Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: akohn@chemstation.com

Name: CHEMSTATION OF FLORIDA
Address: 5350 NW 35TH TER #112
City,State,Zip: FORT LAUDERDALE, FL 33309

Year: 2018 Facility Id: 6412581 Active Date: Not reported Inactive Date: Not reported Sale Pending: Not reported Original Date: Not reported PLOT Source: Not reported Not reported Latitude: Longitude: Not reported LEPC District: Not reported Counties: Not reported Not reported SERC: Not reported Program Level: PRIME: Not reported SIC Code: Not reported SIC Code 2: Not reported NAICS Code: 325611 Last Modified Date: 03/01/2019 03/01/2019 First Submit Date: Data Submitted By: Jim Baade

Company Name: Chemstation Of Florida

Comments: Not reported

Contact:

Contact ID: Not reported Year: 2018 Facility Id: 6412581 Contact Type: Owner / Operator Contact Name: Alan Kohn Contact Title: Not reported Contact Phone: Not reported Contact 24Hr Phone: Not reported Contact Telephone 2: 954-731-4993 Contact Telephone 3: Not reported Contact Telephone 4: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CHEMSTATION OF FLORIDA (Continued)

S123308908

Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: akohn@chemstation.com

Contact ID: Not reported Year: 2018 6412581 Facility Id: Contact Type: Owner / Operator Contact Name: Alan Kohn Contact Title: Not reported Contact Phone: Not reported Not reported Contact 24Hr Phone: 954-731-4993 Contact Telephone 2: Contact Telephone 3: Not reported Contact Telephone 4: Not reported Contact Telephone 5: Not reported Contact Telephone 6: Not reported

Contact Email: akohn@chemstation.com

J52 RAM TOOL CONSTRUCTION SUPPLY COMPANY

BROWARD CO. HM S118427564 3585 NW 54TH ST

N/A

1/8-1/4 0.224 mi.

SW

FORT LAUDERDALE, FL 33309

1185 ft. Site 2 of 2 in cluster J

BROWARD CO. HM: Relative:

Higher M.O.R . PRINTING INC. Name: Address: 3585 NW 54TH ST Actual:

City, State, Zip: FORT LAUDERDALE, FL 33309 8 ft.

> **BROWARD** Region: 16439 Facility ID: Alt Location: Not reported Facility Status: **CLOSED**

RAM TOOL CONSTRUCTION SUPPLY COMPANY Name:

3585 NW 54TH ST Address:

FORT LAUDERDALE, FL 33309 City,State,Zip:

Region: **BROWARD** Facility ID: 19635 Alt Location: Not reported Facility Status: **OPEN**

K53 **ENVIRO CARE INC** RCRA NonGen / NLR 1000501525 FLD984216564 South **5410 NW 33RD AVE STE 106 FINDS**

1/8-1/4 FORT LAUDERDALE, FL 33309

0.229 mi.

1209 ft. Site 1 of 3 in cluster K Relative: RCRA NonGen / NLR:

Date Form Received by Agency: Higher 19910904

Handler Name: **ENVIRO CARE INC** Actual:

Handler Address: 5410 NW 33RD AVE STE 106 7 ft. Handler City, State, Zip: FORT LAUDERDALE, FL 33309-6347

ECHO

Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

ENVIRO CARE INC (Continued)

1000501525

EPA ID: FLD984216564
Contact Name: NON NOTIFIER

Contact Address: NW 33RD AVE STE 106

Contact City, State, Zip: FORT LAUDERDALE, FL 33309-6347

Contact Telephone: 850-245-8707
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: Not reported
EPA Region: 04
Land Type: Private

Federal Waste Generator Description: Not a generator, verified

Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Not reported
State District Owner: FI

State District Owner: FL State District: SE

Mailing Address: NW 33RD AVE

Mailing City, State, Zip: FORT LAUDERDALE, FL 33309-6347

Owner Name:

Owner Type:
Operator Name:
Operator Type:

Non NOTIFIED
Private
Not reported
Not reported
Not reported

Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: Nο Transporter Activity: Nο Transfer Facility Activity: No Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: Nο **Underground Injection Control:** No Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility:
Active Site Converter Treatment storage and Disposal Facility:
Active Site State-Reg Treatment Storage and Disposal Facility:
Active Site State-Reg Handler:

Not reported
Not reported

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator: N

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type:

2018 GPRA Permit Baseline:

2018 GPRA Renewals Baseline:

Not on the Baseline

Not on the Baseline

Permit Renewals Workload Universe:

Permit Workload Universe:

Permit Progress Universe:

Post-Closure Workload Universe:

Closure Workload Universe:

Not reported

Not reported

Not reported

Not reported

202 GPRA Corrective Action Baseline:

Corrective Action Workload Universe:

No Subject to Corrective Action Universe:

No Non-TSDFs Where RCRA CA has Been Imposed Universe:

No TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EPA ID Number

ENVIRO CARE INC (Continued)

1000501525

TSDFs Only Subject to CA under Discretionary Auth Universe: No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator:

No
Institutional Control Indicator:

No
Human Exposure Controls Indicator:

N/A
Groundwater Controls Indicator:

N/A

Operating TSDF Universe: Not reported Full Enforcement Universe: Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required: Not reported Handler Date of Last Change: 20110623 Recognized Trader-Importer: No Recognized Trader-Exporter: No Importer of Spent Lead Acid Batteries: Nο Exporter of Spent Lead Acid Batteries: No Recycler Activity Without Storage: No Manifest Broker: No Sub-Part P Indicator: No

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: NON NOTIFIED

Legal Status:PrivateDate Became Current:19961018Date Ended Current:Not reported

Owner/Operator Address: 5410 NW 33RD AVE STE 106
Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-6347

Owner/Operator Telephone Ext:

Not reported
Owner/Operator Telephone Ext:

Not reported
Not reported

Owner/Operator Felephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name:

Legal Status:

Date Became Current:

Date Ended Current:

NON NOTIFIED
Private
19961018
Not reported

Owner/Operator Address: 5410 NW 33RD AVE STE 106
Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-6347

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Historic Generators:

Receive Date: 19910904

Handler Name: ENVIRO CARE INC

Federal Waste Generator Description: Not a generator, verified

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

ENVIRO CARE INC (Continued) 1000501525

Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violation:

Found Violation: Yes
Agency Which Determined Violation: State

Violation Short Description: Listing - General 19910604 Date Violation was Determined: 19910619 Actual Return to Compliance Date: Return to Compliance Qualifier: Unverifiable Violation Responsible Agency: State Scheduled Compliance Date: Not reported Enforcement Identifier: 125 Date of Enforcement Action: 19910604 Enforcement Responsible Agency: State **Enforcement Docket Number:** Not reported **Enforcement Attorney:** Not reported

Corrective Action Component:

Appeal Initiated Date:

Appeal Resolution Date:

Disposition Status Date:

Disposition Status:

Not reported

Consent/Final Order Respondent Name: Not reported Consent/Final Order Lead Agency: Not reported Enforcement Type: DEP WARNING LETTER Enforcement Responsible Person: TBD Enforcement Responsible Sub-Organization: SE

SEP Sequence Number: Not reported

SEP Expenditure Amount: Not reported SEP Scheduled Completion Date: Not reported SEP Actual Date: Not reported SEP Defaulted Date: Not reported Not reported SEP Type: SEP Type Description: Not reported Proposed Amount: Not reported Final Monetary Amount: Not reported Paid Amount: Not reported Final Count: Not reported Final Amount: Not reported

Evaluation Action Summary:

Evaluation Date: 19910604
Evaluation Responsible Agency: State
Found Violation: Yes

Evaluation Type Description: COMPLIANCE EVALUATION INSPECTION ON-SITE

Evaluation Responsible Person Identifier: TBD
Evaluation Responsible Sub-Organization: SE
Actual Return to Compliance Date: 19910619

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

ENVIRO CARE INC (Continued) 1000501525

Scheduled Compliance Date: Not reported Not reported Date of Request: Date Response Received: Not reported Not reported Request Agency: Former Citation: Not reported

FINDS:

110005276897 Registry ID:

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and

corrective action activities required under RCRA.

Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and

affiliation data for the State of Florida.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

1000501525 Envid: Registry ID: 110005276897

DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110005276897

Name: **ENVIRO CARE INC**

5410 NW 33RD AVE STE 106 Address: City, State, Zip: FORT LAUDERDALE, FL 33309

K54 **UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY** U003434666 UST

South **5341 NW 33RD AVE Financial Assurance** N/A 1/8-1/4 FORT LAUDERDALE, FL 33309 **BROWARD CO. HM**

0.234 mi.

1236 ft. Site 2 of 3 in cluster K

Broward Co. UST: Relative:

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY Higher Name:

Actual: Address: 5341 NW 33RD AVE

FORT LAUDERDALE, FL 33309 City, State, Zip: 7 ft.

DEP Site Id: 069800762 Facility ID: 03471 Storage Tank ID: 03471-04 Tank Construction: E. Fiberglass Tank Size: 4000 Install Date: 08/25/2003

Tank Status: B. Removed From Site

Substance: G. Diesel; Emergency Generator

Underground Tank Type:

UST:

Facility ID: 9800762

UNIVERSAL INSURANCE Name: Address: 5341 NW 33RD AVE

Direction Distance Elevation

Elevation Site Database(s) EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

EDR ID Number

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

Depco: C
Region: STATE
Positioning Method: AGPS

Latitude/Longitude: 26 11 29 / 80 11 37

UST:

Tank ID: 4
Tank Capacity: 2000

Tank Location: UNDERGROUND

Tank Status:

 Status Date:
 12/01/1999

 Install Date:
 11/1/1989

Substance: G

Content Description: Emerg Generator Diesel

Vessel Indicator: TANK DEP Contractor: C

Owner:

Owner ID: 67892

Owner Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FT LAUDERDALE, FL 33309
Owner Contact: BETH WALLACE / NOEL GOMEZ

Owner Phone: 9546122689

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Tank ID: 3
Construction Category: C
Construction Description: Steel

Tank ID: 3
Construction Category: 1

Construction Description: Double wall

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: C

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

Construction Description: Steel

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: 1

Construction Description: Double wall

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Piping:

Tank ID: 2 Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: 1

Piping Description: Suction piping system

Tank ID: 3
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: I

Piping Description: Suction piping system

Tank ID: 5
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 5
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 5
Piping Category: D

Piping Description: External protective coating

Monitoring:

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Direction Distance Elevation

on Site Database(s) EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

EDR ID Number

Tank ID: 3
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: R

Monitoring Description: Monitor tank bottom space

Tank ID: 5
Petro Monitoring Category: 6

Monitoring Description: External piping monitoring

Tank ID: 1
Tank Capacity: 2000

Tank Location: UNDERGROUND

Tank Status: B

 Status Date:
 12/01/1999

 Install Date:
 12/1/1986

Substance: G

Content Description: Emerg Generator Diesel

Vessel Indicator: TANK DEP Contractor: C

Owner:

Owner ID: 67892

Owner Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FT LAUDERDALE, FL 33309
Owner Contact: BETH WALLACE / NOEL GOMEZ

Owner Phone: 9546122689

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Map ID Direction Distance

MAP FINDINGS

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

Tank ID: 3
Construction Category: C
Construction Description: Steel

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: C
Construction Description: Steel

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: 5

Construction Description: Double wall

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Piping:

Tank ID: 2 Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: I

Piping Description: Suction piping system

Tank ID: 3
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: I

Piping Description: Suction piping system

Distance

Elevation Site Database(s) EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

EDR ID Number

Tank ID: 5
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 5
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 5
Piping Category: D

Piping Description: External protective coating

Monitoring:

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 3
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: R

Monitoring Description: Monitor tank bottom space

Tank ID: 5
Petro Monitoring Category: 6

Monitoring Description: External piping monitoring

FL Financial Assurance 3:

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 9800762
Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Direction Distance

Elevation Site Database(s) EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

EDR ID Number

Type Description: Fuel user/Non-retail

DEP CO: C

Finaincial Responsibility: INSURANCE Insurance Company: ACE
Effective Date: 05/23/2018
Expire Date: 05/23/2019
Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 9800762

 Facility Phone:
 9546122689

 Facility Status:
 OPEN

Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO:

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 05/31/2010 Expire Date: 09/30/2011 Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3
Facility ID: 9800762
Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO:

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 05/31/2012 Expire Date: 05/31/2013 Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

Page 238 of 869

Direction Distance

Elevation Site Database(s) EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

EDR ID Number

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 9800762

 Facility Phone:
 9546122689

 Facility Status:
 OPEN

 Facility Type:
 C

Type Description: Fuel user/Non-retail

DEP CO:

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 06/01/2016 Expire Date: 05/31/2017 Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 9800762
Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO:

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 08/04/2009 Expire Date: 08/04/2010 Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

Name: UNIVERSAL INSURANCE Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 9800762
Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

DEP CO:

Finaincial Responsibility: SELF-INSURANCE - LETTER FROM CHIEF FINANCIAL OFFIC

Insurance Company: Not reported Effective Date: 08/27/2014

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY (Continued)

U003434666

Expire Date: 08/27/2015 Owner ID: 67892

Onwer Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address2: ATTN: STORAGE TANK REGIS
Owner City,St,Zip: FT LAUDERDALE, FL 33309
Contact: BETH WALLACE / NOEL GOMEZ

Resp Party Phone: 9546122689

BROWARD CO. HM:

Name: UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY

Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD
Facility ID: 03471
Alt Location: Not reported
Facility Status: OPEN

K55 UNIVERSAL INSURANCE AST A100290664
South 5341 NW 33RD AVE N/A

1/8-1/4 FORT LAUDERDALE, FL 33309

0.234 mi.

1236 ft. Site 3 of 3 in cluster K

 Relative:
 AST:

 Higher
 Facility ID:
 9800762

Actual:Name:UNIVERSAL INSURANCE7 ft.Address:5341 NW 33RD AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9546122689
Facility Status: OPEN
Facility Type: C

Type Description: Fuel user/Non-retail

Depco: C
Region: STATE
Positioning Method: AGPS

Latitude/Longitude: 26 11 29 / 80 11 37

Tank:

Tank ID: 2
Tank Capacity: 2000

Tank Location: ABOVEGROUND

Tank Status:

 Status Date:
 12/01/2018

 Install Date:
 11/1/1999

Substance: G

Content Description: Emerg Generator Diesel

Vessel Indicator: TANK DEP Contractor: C

Piping:

Tank ID: 2
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2 Piping Category: 1

Piping Description: Suction piping system

Map ID Direction Distance Elevation

MAP FINDINGS

nce EDR ID Number ation Site Database(s) EPA ID Number

UNIVERSAL INSURANCE (Continued)

Tank ID:

Piping Category:

3 A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: I

Piping Description: Suction piping system

Tank ID: 5
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 5
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 5
Piping Category: D

Piping Description: External protective coating

Monitoring:

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 3
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: R

Monitoring Description: Monitor tank bottom space

Distance
Elevation Site Database(s)

UNIVERSAL INSURANCE (Continued)

Petro Monitoring Category:

5 6

Monitoring Description: External piping monitoring

Owner:

Tank ID:

Owner ID: 67892

Owner Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FT LAUDERDALE, FL 33309
Owner Contact: BETH WALLACE / NOEL GOMEZ

Owner Phone: 9546122689

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Tank ID: 3
Construction Category: C
Construction Description: Steel

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID:5Construction Category:CConstruction Description:Steel

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: 1

Construction Description: Double wall

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 3

EDR ID Number

EPA ID Number

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

UNIVERSAL INSURANCE (Continued)

Tank Capacity: 2000

Tank Location: ABOVEGROUND

Tank Status:

 Status Date:
 12/01/2018

 Install Date:
 12/1/1998

Substance: G

Content Description: Emerg Generator Diesel

Vessel Indicator: TANK
DEP Contractor: C

Piping:

Tank ID: 2
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2 Piping Category: I

Piping Description: Suction piping system

Tank ID: 3
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: 1

Piping Description: Suction piping system

Tank ID: 5
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 5
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 5
Piping Category: D

Piping Description: External protective coating

Monitoring:

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 3
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 2

Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

UNIVERSAL INSURANCE (Continued)

Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: R

Monitoring Description: Monitor tank bottom space

Tank ID: 5
Petro Monitoring Category: 6

Monitoring Description: External piping monitoring

Owner:

Owner ID: 67892

Owner Name: UNIVERSAL PROPERTY & CASUALTY

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City,State,Zip: FT LAUDERDALE, FL 33309
Owner Contact: BETH WALLACE / NOEL GOMEZ

Owner Phone: 9546122689

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Tank ID:3Construction Category:CConstruction Description:Steel

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

5

C Steel

UNIVERSAL INSURANCE (Continued)

Construction Category:

Construction Description:

Tank ID:

A100290664

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: 1

Construction Description: Double wall

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 5
Tank Capacity: 590

Tank Location:
ABOVEGROUND
Tank Status:
T
Status Date:
12/01/2018

 Status Date:
 12/01/201

 Install Date:
 7/1/2011

 Substance:
 G

Content Description: Emerg Generator Diesel

Vessel Indicator: TANK DEP Contractor: C

Piping:

Tank ID: 2 Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2 Piping Category: I

Piping Description: Suction piping system

Tank ID: 3
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 2
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 3
Piping Category: I

Piping Description: Suction piping system

Tank ID: 5
Piping Category: A

Piping Description: Abv, no soil contact

Tank ID: 5

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

UNIVERSAL INSURANCE (Continued)

A100290664

Piping Category: B

Piping Description: Steel/galvanized metal

Tank ID: 5
Piping Category: D

Piping Description: External protective coating

Monitoring:

Tank ID: 2
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 3
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: Q

Monitoring Description: Visual inspection of ASTs

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: R

Monitoring Description: Monitor tank bottom space

Tank ID: 5
Petro Monitoring Category: 6

Monitoring Description: External piping monitoring

Owner:

Owner ID: 67892

Owner Name: UNIVERSAL PROPERTY & CASUALTY
Owner Address: 1110 W COMMERCIAL BLVD

Owner Address: 1110 W COMMERCIAL BLVD
Owner Address 2: ATTN: STORAGE TANK REGIS
Owner City, State, Zip: FT LAUDERDALE, FL 33309
Owner Contact: BETH WALLACE / NOEL GOMEZ

Owner Phone: 9546122689

Construction:

Tank ID: 2
Construction Category: C
Construction Description: Steel

Tank ID: 2
Construction Category: 1

Distance EDR ID Number
Elevation Site EPA ID Number

UNIVERSAL INSURANCE (Continued)

A100290664

Construction Description: Double wall

Tank ID: 3
Construction Category: C
Construction Description: Steel

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID:5Construction Category:CConstruction Description:Steel

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: 1

Construction Description: Double wall

Tank ID: 5
Construction Category: F

Construction Description: Level gauges/alarms

BROWARD CO AST:

Name: UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY

Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Facility ID:
 03471

 Storage Tank ID:
 03471-01

 Tank Status:
 U. In-Service

 Install Date:
 08/25/2003

 Tank Size:
 2000

 DEP Site ID:
 069800762

 Tank Construction:
 C. Steel

Substance: G. Diesel; Emergency Generator

Tank Type: Above ground

Name: UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY

Address: 5341 NW 33RD AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Facility ID:
 03471

 Storage Tank ID:
 03471-02

 Tank Status:
 U. In-Service

 Install Date:
 08/25/2003

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

UNIVERSAL INSURANCE (Continued)

A100290664

Tank Size: 2000 DEP Site ID: 069800762 Tank Construction: C. Steel

G. Diesel; Emergency Generator Substance:

Tank Type: Above ground

UNIVERSAL PROPERTY & CASUALITY INSURANCE COMPANY Name:

Address: 5341 NW 33RD AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Facility ID: 03471 Storage Tank ID: 03471-05 Tank Status: U. In-Service Install Date: 09/01/2011 Tank Size: 590 069800762 DEP Site ID: Tank Construction: C. Steel

G. Diesel; Emergency Generator Substance:

Tank Type: Above ground

L56 **BROWARD CO. HM** S107675443 LAKEVIEW PLAZA, INC.

N/A

ENE 5901 NW 31ST AVE 1/8-1/4 FORT LAUDERDALE, FL 33309

0.238 mi.

1258 ft. Site 1 of 8 in cluster L Relative: BROWARD CO. HM:

Higher Name: LAKEVIEW PLAZA, INC. Address: 5901 NW 31ST AVE Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

BROWARD Region: Facility ID: 10336

Bays 5901A-5985A; 6003B-6069B & 6003C-6063C NW 31 Ave Alt Location:

OPEN Facility Status:

L57 HYPOWER, INC. **BROWARD CO. HM** S107675254 N/A

ENE 5913 NW 31ST AVE

FORT LAUDERDALE, FL 33309 1/8-1/4

0.242 mi.

1278 ft. Site 2 of 8 in cluster L Relative: BROWARD CO. HM:

Higher HYPOWER, INC. Name: Address: 5913 NW 31ST AVE Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 08118 Alt Location: Not reported Facility Status: **OPEN**

Direction Distance

Elevation Site Database(s) EPA ID Number

L58 SUNALEX CORP SEMS-ARCHIVE 1003867600
ENE 5955 NW 31ST AVE RCRA-VSQG FLD076986082

1/8-1/4 FORT LAUDERDALE, FL 33309

0.245 mi.

1296 ft. Site 3 of 8 in cluster L

Relative: SEMS Archive: Higher Site ID:

 Higher
 Site ID:
 0400747

 Actual:
 EPA ID:
 FLD076986082

 8 ft.
 Name:
 SUNALEX CORP.

 Address:
 5955 NW 31ST AVENUE

Address 2: Not reported

City, State, Zip: FT. LAUDERDALE, FL 33309

Cong District: 15
FIPS Code: 12011
FF: N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0400747

 EPA ID:
 FLD076986082

 Site Name:
 SUNALEX CORP.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ: 1

Start Date:

Finish Date:

Qual:

Current Action Lead:

Not reported

Not reported

EPA Perf In-Hse

 Region:
 04

 Site ID:
 0400747

 EPA ID:
 FLD076986082

 Site Name:
 SUNALEX CORP.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

SEQ:

 Start Date:
 1985-06-01 05:00:00

 Finish Date:
 1985-06-01 05:00:00

 Qual:
 Not reported

Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0400747

 EPA ID:
 FLD076986082

 Site Name:
 SUNALEX CORP.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

EDR ID Number

Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

SUNALEX CORP (Continued) 1003867600

Start Date: Not reported Finish Date: 1986-04-16 05:00:00

Qual: L

Current Action Lead: St Perf

 Region:
 04

 Site ID:
 0400747

 EPA ID:
 FLD076986082

 Site Name:
 SUNALEX CORP.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 SI

 Action Name:
 SI

 SEQ:
 1

Start Date: Not reported

Finish Date: 1991-12-30 05:00:00

Qual: N
Current Action Lead: St Perf

RCRA-VSQG:

Date Form Received by Agency: 19930601

Handler Name: SUNALEX CORP

Handler Address: 5955 NW 31ST AVE

Handler City, State, Zip: FORT LAUDERDALE, FL 33309-2207

EPA ID: FLD076986082
Contact Name: STEVE MANGOS
Contact Address: NW 31ST AVE

Contact City, State, Zip: FORT LAUDERDALE, FL 33309-2207

Contact Telephone: 305-973-3230
Contact Fax: Not reported
Contact Email: Not reported
Contact Title: MANAGER
EPA Region: 04
Land Type: Private

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

Non-Notifier: Not reported
Biennial Report Cycle: Not reported
Accessibility: Not reported
Active Site Indicator: Handler Activities

State District Owner: FL State District: SE

Mailing Address: NW 31ST AVE

Mailing City, State, Zip: FORT LAUDERDALE, FL 33309-2207

Owner Name: STEVE MANGOS

Owner Type:PrivateOperator Name:Not reportedOperator Type:Not reported

Short-Term Generator Activity: No Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: No Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No Map ID MAP FINDINGS Direction

Distance **EDR ID Number** Elevation **EPA ID Number** Site Database(s)

SUNALEX CORP (Continued) 1003867600

Underground Injection Control: No Off-Site Waste Receipt: No Universal Waste Indicator: Nο Universal Waste Destination Facility: No Federal Universal Waste: Nο

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported Active Site Converter Treatment storage and Disposal Facility: Not reported Active Site State-Reg Treatment Storage and Disposal Facility: Not reported Active Site State-Reg Handler:

Federal Facility Indicator: Not reported Hazardous Secondary Material Indicator: NN

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type: Not reported 2018 GPRA Permit Baseline: Not on the Baseline 2018 GPRA Renewals Baseline: Not on the Baseline Permit Renewals Workload Universe: Not reported

Permit Workload Universe: Not reported Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported Closure Workload Universe: Not reported

202 GPRA Corrective Action Baseline: No Corrective Action Workload Universe: No Subject to Corrective Action Universe: No Non-TSDFs Where RCRA CA has Been Imposed Universe: No TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe: Nο TSDFs Only Subject to CA under Discretionary Auth Universe: Nο

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator: No Institutional Control Indicator: No Human Exposure Controls Indicator: N/A Groundwater Controls Indicator: N/A

Operating TSDF Universe: Not reported Full Enforcement Universe: Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required: Not reported Handler Date of Last Change: 20110623 Recognized Trader-Importer: No Recognized Trader-Exporter: No Importer of Spent Lead Acid Batteries: No Exporter of Spent Lead Acid Batteries: No

Recycler Activity Without Storage: Not reported Manifest Broker: Not reported

Sub-Part P Indicator: No

Hazardous Waste Summary:

D001 Waste Code:

Waste Description: **IGNITABLE WASTE**

Waste Code: F001

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING:

TETRACHLOROETHYLENE, TRICHLORETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE AND CHLORINATED

Map ID MAP FINDINGS
Direction

Distance EDR ID Number Elevation Site EDR ID Number Database(s) EPA ID Number

SUNALEX CORP (Continued)

1003867600

FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE

SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Waste Code: F002

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE,

METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE,

CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE,

ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2,

TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND

SPENT SOLVENT MIXTURES.

Waste Code: F003

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL

ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL

ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NONHALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS, AND A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005; AND STILL

BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT

MIXTURES.

Waste Code: F005

Waste Description: THE FOLLOWING SPENT NONHALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL

KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE,

2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NONHALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF

THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.

Handler - Owner Operator:

Owner/Operator Indicator: Owner

Owner/Operator Name: STEVE MANGOS

Legal Status:PrivateDate Became Current:19971205Date Ended Current:Not reportedOwner/Operator Address:5955 NW 31ST AVE

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2207

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator: Owner

Owner/Operator Name: MANGOS STEVE

Legal Status: Private

Date Became Current: 19971205

Date Ended Current: Not reported

Owner/Operator Address: 5955 NW 31ST AVE

MAP FINDINGS Map ID Direction

Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

SUNALEX CORP (Continued) 1003867600

Owner/Operator City, State, Zip: FORT LAUDERDALE, FL 33309-2207

Owner/Operator Telephone: Not reported Owner/Operator Telephone Ext: Not reported Owner/Operator Fax: Not reported Owner/Operator Email: Not reported

Historic Generators:

19930601 Receive Date:

Handler Name: SUNALEX CORP

Federal Waste Generator Description: Conditionally Exempt Small Quantity Generator

State District Owner: Large Quantity Handler of Universal Waste: No Recognized Trader Importer: No Recognized Trader Exporter: No Spent Lead Acid Battery Importer: No Spent Lead Acid Battery Exporter: No Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

No Evaluations Found **Evaluations:**

L59 **CLEANUP SITES SUNALEX CORPORATION** 1004368452 **ENE 5955 NW 31ST AVE DWM CONTAM** N/A

Not reported

Not reported

1/8-1/4 FORT LAUDERDALE, FL 33309

0.245 mi.

Site 4 of 8 in cluster L 1296 ft. **CLEANUP SITES:** Relative:

VSC1 Verification Status:

Collect Username:

Higher SUNALEX CORP Name: Address: 5955 NW 31ST AVE Actual: City, State, Zip: FORT LAUDERDALE, FL 8 ft.

> DEP Cleanup Site Key: 70491102 Source Database Name: Not reported Source Database Id: ERIC_8587 CPAC Program Area Id: CU CLLC Cleanup Category Key: OTHCU RSC2 Remediation Status Key: **OPEN** Data Load Date: 02/22/2022 OC3 Office Id: SED Physical Address Line 2: Not reported OIC Object Of Interest Id: **FACIL** PC2 Proximity Id: APPRX Calc Coordinates Accuracy Level Id: Not reported CMC2 Coordinate Method Id: Not reported DC4 Datum Id: Not reported

BROWARD CO. HM

RESP PARTY

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

Not reported Not reported

SUNALEX CORPORATION (Continued)

Collect Date:

Collect Affiliation:

1004368452

Map Source: Not reported Map Source Scale: Not reported Interpolation Scale: Not reported Not reported Verifier Username: Verifier Affiliation: Not reported Verification Date: Not reported Verified Coordinate Method Id: Not reported Source Database Name Code: **ERIC** CMC2 Coordinate Method ID Code: Not reported Not reported DC4 Datum ID Code: Verified Coordinate Method ID Code: Not reported Comments: Alternate ID: Latitude/Longitude (deg/min/sec): 267 / 81 31

DWM CONTAM:

Name: SUNALEX CORP
Address: 5955 NW 31ST AVE
City,State,Zip: FORT LAUDERDALE, FL

Program Site Id: ERIC_8587

 Lat DD:
 26

 Lat MM:
 7

 Lat SS:
 2

 Long DD:
 81

 Long MM:
 31

 Long SS:
 15

 Office/ District:
 SED

Program Area: RESPONSPARTY
Priority Score: Not reported
Datum: Not reported
Method: Not reported

Facility Status: Open

Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Not reported Name Changed: Not reported Addr Changed: Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported Not reported RP State: RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Site Manager: Ferda Yilmaz

Direction Distance

Elevation Site Database(s) EPA ID Number

SUNALEX CORPORATION (Continued)

1004368452

EDR ID Number

BROWARD CO. HM:

Name: SUNALEX CORPORATION

Address: 5955 NW 31ST AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD Facility ID: 02052

Alt Location: 3/1/02 CORRECTION FROM ZONE 3 TO ZONE 2. SD

Facility Status: OPEN

RESP PARTY:

Name: SUNALEX CORP
Address: 5955 NW 31ST AVE
City,State,Zip: FORT LAUDERDALE, FL
District: Southeast District

Site Id: ERIC_8587 Project Id: Not reported Site Status: **OPEN** Project Manager: Not reported OGC Case Number: Not reported Initial Date Received: Not reported Contaminants: Not reported Not reported Offsite Cont Impact: Priority Score: Not reported Not reported Datum: Method ID: Not reported Not reported Feature: Object Of Interest: **FACIL APPRX** Proximity To Object: Collect Username: Not reported Collect Affiliation: Not reported Collect Program Id: Not reported Collect Date: Not reported Map Series Used: Not reported Map Source Scale: Not reported Interpolation Scale: Not reported Coordinate Accuracy Id: Not reported Verify Method Id: Not reported Verifier Username: Not reported Verifier Affiliation: Not reported Verifying Program Id: Not reported Verification Date: Not reported

Decode for District: Southeast District Decode for Datum: Not reported Not reported Decode for Method: Decode for Off Site COC: Not reported Decode for V_Method: Not reported Latitude/Longitude (deg/min/sec): 267 / 81 31 Source Facility Name: Sunalex Corp Source Facility ID: 51396

Program: Responsible Party Cleanup

Program Type: RESPONSPARTY

Program Status: ACTIVE
WMD: SFWMD
ICR Indicator: N

Discharge Date: Not reported GIS ALBX: 647523.27

Exhibit 4 Page 255 of 869

Direction Distance

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

SUNALEX CORPORATION (Continued)

1004368452

GIS ALBY: 237245.53
Site Manager: Ferda Yilmaz
Site Phase Description: Phase 0 - Discovery
Offsite Contamination Key: CONTAMUNKNOWN

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8587/gis-facility!search

Objectid: 15323

L60 EXPOSE YOURSELF BROWARD CO. HM S116555921
ENE 5967 NW 31ST AVE BROWARD CO. HM N/A

1/8-1/4 FORT LAUDERDALE, FL 33309

0.247 mi.

1302 ft. Site 5 of 8 in cluster L

Relative: BROWARD CO. HM: Higher Name: EXPOSE YOURSELF

Actual: Address: 5967 NW 31ST AVE

8 ft. City, State, Zip: FORT LAUDERDALE, FL 33309

Region: BROWARD Facility ID: 15875

Alt Location: Business occupies units 5955-5985

Facility Status: OPEN

L61 WELDON PAINTING SEMS-ARCHIVE 1003867601
ENE 5973 NW 31 AVENUE FLD077265882

1/8-1/4 FT LAUDERDALE, FL 33309

0.247 mi.

1304 ft. Site 6 of 8 in cluster L

Relative: SEMS Archive: Higher Site ID:

 Higher
 Site ID:
 0400748

 Actual:
 EPA ID:
 FLD077265882

 8 ft.
 Name:
 WELDON PAINTING

 Address:
 5973 NW 31 AVENUE

Address 2: Not reported

City, State, Zip: FT LAUDERDALE, FL 33309

Cong District: 15
FIPS Code: 12011
FF: N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0400748

 EPA ID:
 FLD077265882

 Site Name:
 WELDON PAINTING

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

 Action Name:
 ARCH SITE

 SEQ:
 1

 Start Date:
 Not reported

 Finish Date:
 1986-02-26 05:00:00

 Qual:
 Not reported

 Current Action Lead:
 EPA Perf In-Hse

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

WELDON PAINTING (Continued)

1003867601

Region: 04 Site ID: 0400748 EPA ID: FLD077265882 Site Name: WELDON PAINTING

NPL: Ν FF: Ν OU: 00 Action Code: DS Action Name: **DISCVRY** SEQ:

Start Date: 1985-06-01 05:00:00 Finish Date: 1985-06-01 05:00:00 Qual: Not reported **Current Action Lead: EPA Perf**

Region: 04 Site ID: 0400748 EPA ID: FLD077265882 Site Name: WELDON PAINTING

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported Finish Date: 1986-02-26 05:00:00

Qual: **Current Action Lead:** St Perf

L62 LITEX, INC. **BROWARD CO. HM** S107675508

ENE 5985 NW 31ST AVE

1/8-1/4 FORT LAUDERDALE, FL 33309

0.248 mi.

1310 ft. Site 7 of 8 in cluster L BROWARD CO. HM: Relative:

Higher Name: LITEX, INC.

Address: 5985 NW 31ST AVE Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

Region: **BROWARD** Facility ID: 00221 Alt Location: Not reported CLOSED Facility Status:

LUST U001342546 L63 **SUPER STOP**

ΝE **6063 NW 31ST AVE** UST 1/4-1/2 FORT LAUDERDALE, FL 33309 **DWM CONTAM**

0.263 mi.

1391 ft. Site 8 of 8 in cluster L

Relative: LUST: Higher Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE Actual:

City,State,Zip: FORT LAUDERDALE, FL 33309 8 ft.

N/A

Financial Assurance

N/A

Direction Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Region: STATE
Facility Id: 8502343
Facility Status: OPEN

Facility Type: A - Retail Station Facility Phone: (561)352-9621

Facility Cleanup Rank: 674

District: Southeast District

Lat/Long (dms): 26 12 2.9133 / 80 11 17.0094

 Section:
 7

 Township:
 49S

 Range:
 42E

 Feature:
 Not reported

 Method:
 AGPS

 Datum:
 0

 Score:
 75

Score Effective Date: 2005-02-24 00:00:00

Score When Ranked: 75

Operator: SYED IMAM

Name Update: 2016-10-20 00:00:00 Address Update: 2020-12-04 00:00:00

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status: CMPL - COMPLETED

Contact: SYED IMAM

Contact Company: BA CORPORATION OF WPB INC

Contact Address: 6063 NW 31ST AVE

Contact City/State/Zip: FORT LAUDERDALE, FL 33309

Phone: (561)352-9621

Bad Address Ind: N State: FL

Zip: 33309, 2209

Score: 75

Score Effective Date: 2005-02-24 00:00:00

Related Party ID: 73926

Primary RP Role: ACCOUNT OWNER

 RP Begin Date:
 2016-10-20

 RP Zip:
 2209

 RP Extension:
 Not reported

Discharge Cleanup Summary:

Discharge Date: 11/12/1993
PCT Discharge Combined: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 5/13/2010
Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description:

Eligibility Indicator:

Site Manager:

Site Mgr End Date:

Not reported

E - ELIGIBLE

SINGLETON_D

5/13/2010

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Discharge Date: 12/14/1988
PCT Discharge Combined: Not reported

Cleanup Required: N - NO CLEANUP REQUIRED

Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 4/20/2010

Direction Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: CUMBER_A
Site Mgr End Date: 3/13/1998

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Petroleum Cleanup Program Eligibility:

Facility ID: 8502343
Discharge Date: 11/12/1993
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 5/13/2010
Cleanup Work Status: COMPLETED
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM

Eligibility Status: Not reported
Elig Status Date: Not reported
Letter Of Intent Date: Not reported
Redetermined: Not reported
Inspection Date: Not reported
Site Manager: SINGLETON_D
Site Mgr End Date: 5/13/2010

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount: Not reported Deductible Paid To Date: Not reported Not reported Co-Pay Amount: Co-Pay Paid To Date: Not reported Cap Amount: 1200000 Facility ID: 8502343 Discharge Date: 12/14/1988 Pct Discharge Combined With: Not reported

Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 4/20/2010
Cleanup Work Status: COMPLETED
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: E - EARLY DETECTION INCENTIVE

Eligibility Status:

Rot reported
Elig Status Date:

Not reported
Letter Of Intent Date:

Redetermined:

Inspection Date:

Not reported
Not reported
Not reported
Site Manager:

CUMBER_A
Site Mgr End Date:

Not reported
3/13/1998

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount:
Deductible Paid To Date:
Co-Pay Amount:
Co-Pay Paid To Date:
Cop Amount:
Not reported
Not reported
Not reported
Not reported
Not reported

Map ID MAP FINDINGS
Direction

Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Contaminated Media:

Discharge Date: 11/12/1993
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 5/13/2010
Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description:

Elig Indicator:

Site Manager:

Site Mgr End Date:

Not reported

E - ELIGIBLE

SINGLETON_D

5/13/2010

Tank Office: PCLP6 - BROWARD CNTY ENVIRONME

Contaminated Drinking Wells: Not reported Contaminated Monitoring Well: Not reported Contaminated Soil: Not reported Contaminated Surface Water: Not reported Contaminated Ground Water: Not reported Pollutant: B - Unleaded Gas Pollutant Other Description: Not reported Gallons Discharged: Not reported

Task Information:

District: SED
Facility ID: 8502343
Facility Status: OPEN

Facility Type: A - Retail Station -

County: BROWARD

County ID: 6
Cleanup Eligibility Status: E

Source Effective Date: 04-20-2010 Discharge Date: 11-12-1993

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 05-13-2010

SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT

SRC Submit Date: 03-15-2010 SRC Review Date: 03-17-2010 A - APPROVED SRC Completion Status: SRC Issue Date: 05-13-2010 SRC Comment: Not reported Cleanup Work Status: COMPLETED Site Mgr: SINGLETON_D Site Mgr End Date: 05-13-2010

Tank Office: PCLP6 - Broward County

SR Task ID: 87151
SR Cleanup Responsible: SR Funding Eligibility Type: -

SR Actual Cost:

SR Completion Date:

SR Payment Date:

SR Oral Date:

Not reported

SR Free Product Removal:

SR Soil Tonnage Removed:
SR Soil Treatment:

Not reported
Not reported

Map ID MAP FINDINGS Direction

Distance Elevation

Site Database(s) **EPA ID Number**

SUPER STOP (Continued) U001342546

SR Other Treatment: 194 GALS GROUNDWATER

SR Alternate Proc Received Date: Not reported SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported SA Task ID: 65650 SA Cleanup Responsible:

SA Funding Eligibility Type: SA Actual Cost: Not reported SA Completion Date: Not reported SA Payment Date: Not reported RAP Task ID: 63771

RAP Cleanup Responsible ID: RAP Funding Eligibility Type:

RAP Actual Cost: Not reported **RAP Completion Date:** Not reported RAP Payment Date: Not reported RAP Last Order Approved: Not reported RA Task ID: 64486 RA Cleanup Responsible: RA Funding Eligibility Type:

RA Years to Complete: Not reported RA Actual Cost: District: SED Facility ID: 8502343 Facility Status: **OPEN**

Facility Type: A - Retail Station -

County: **BROWARD**

County ID: Cleanup Eligibility Status:

Source Effective Date: Not reported Discharge Date: 12-14-1988

Cleanup Required: N - NO CLEANUP REQUIRED Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

0

04-20-2010 Disch Cleanup Status Date:

SRC Action Type:

SRC Submit Date: Not reported SRC Review Date: Not reported

SRC Completion Status:

SRC Issue Date: Not reported SRC Comment: Not reported COMPLETED Cleanup Work Status: Site Mgr: CUMBER_A Site Mgr End Date: 03-13-1998

Tank Office: PCLP6 - Broward County

SR Task ID: 27271 SR Cleanup Responsible: ST - STATE SR Funding Eligibility Type:

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: Not reported SR Oral Date: Not reported SR Written Date: Not reported SR Soil Removal: Not reported SR Free Product Removal: Not reported SR Soil Tonnage Removed: Not reported SR Soil Treatment: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

SR Other Treatment:

SR Alternate Proc Received Date:

SR Alternate Procedure Status:

SR Alternate Procedure Status:

SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments:

SA Task ID:

SA Cleanup Responsible:

Not reported 27272

ST - STATE

SA Funding Eligibility Type:

SA Actual Cost:

SA Completion Date:

SA Payment Date:

RAP Task ID:

RAP Cleanup Responsible ID:

Not reported
27273

ST - STATE

RAP Funding Eligibility Type: -

RAP Actual Cost: Not reported
RAP Completion Date: Not reported
RAP Payment Date: Not reported

RAP Last Order Approved: 1995-05-25 00:00:00

RA Task ID: 64487
RA Cleanup Responsible: RA Funding Eligibility Type: RA Years to Complete: 0

RA Actual Cost: Not reported

Click here for Florida Oculus:

Broward Co. UST:

Name: SUPER STOP Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 068502343 Facility ID: 02402 Storage Tank ID: 02402-01 Tank Construction: E. Fiberglass Tank Size: 10000 Install Date: 03/01/1989 Tank Status: U. In-Service Substance: B. Unleaded Gasoline

Tank Type: Underground

Name: SUPER STOP
Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 068502343 Facility ID: 02402 Storage Tank ID: 02402-02 Tank Construction: E. Fiberglass 10000 Tank Size: Install Date: 03/01/1989 Tank Status: U. In-Service B. Unleaded Gasoline Substance:

Tank Type: Underground

UST:

Facility ID: 8502343

Name: BA CORPORATION OF WPB INC

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

SUPER STOP (Continued) U001342546

Address: 6063 NW 31ST AVE

FORT LAUDERDALE, FL 33309 City,State,Zip:

Facility Phone: 5613529621 Facility Status: **OPEN** Facility Type: Α

Type Description: **Retail Station**

Depco: STATE Region: Positioning Method: **AGPS**

Latitude/Longitude: 26 12 5 / 80 11 18

UST:

Tank ID: Tank Capacity: 10000

UNDERGROUND Tank Location:

Tank Status:

Status Date: 08/22/2017 Install Date: 8/1/1976 Substance:

Content Description: Leaded Gas Vessel Indicator: **TANK DEP Contractor:** С

Owner:

Owner ID: 73926

BA CORPORATION OF WPB INC Owner Name:

Owner Address: 6063 NW 31ST AVE

Owner Address 2: Not reported

Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: SYED IMAM Owner Phone: 5613529621

Construction:

Tank ID: 3 Construction Category:

Construction Description: Ball check valve

Tank ID: Construction Category: Ε

Fiberglass Construction Description:

3 Tank ID: Construction Category:

Construction Description: Double wall

Tank ID: 3 Construction Category: Ν

Construction Description: Flow shut-Off

4 Tank ID: Construction Category: Α

Construction Description: Ball check valve

Tank ID: 4 Construction Category: Е

Construction Description: Fiberglass

Tank ID: 4

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Construction Category:

Construction Description: Double wall

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4
Construction Category: M

Construction Description: Spill containment bucket

Piping:

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 3
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 3
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 2 Tank Capacity: 2 10000

Tank Location: UNDERGROUND

Tank Status: B

Status Date: 08/22/2017
Install Date: 8/1/1976
Substance: B
Content Description: Unleaded Gas
Vessel Indicator: TANK

DEP Contractor: C

Owner:

Owner ID: 73926

Owner Name: BA CORPORATION OF WPB INC

Owner Address: 6063 NW 31ST AVE
Owner Address 2: Not reported

Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: SYED IMAM Owner Phone: 5613529621

Construction:

Tank ID: 3
Construction Category: A

Construction Description: Ball check valve

Tank ID: 3 Construction Category: E

Construction Description: Fiberglass

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 3
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: A

Construction Description: Ball check valve

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Tank ID: 4
Construction Category: E

Construction Description: Fiberglass

Tank ID: 4
Construction Category: I

Construction Description: Double wall

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4
Construction Category: M

Construction Description: Spill containment bucket

Piping:

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 3
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 3
Petro Monitoring Category: 2

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status:

 Status Date:
 08/22/2017

 Install Date:
 2/1/1989

 Substance:
 B

Content Description: Unleaded Gas
Vessel Indicator: TANK
DEP Contractor: C

Owner:

Owner ID: 73926

Owner Name: BA CORPORATION OF WPB INC

Owner Address: 6063 NW 31ST AVE

Owner Address 2: Not reported

Owner City, State, Zip: FORT LAUDERDALE, FL 33309

Owner Contact: SYED IMAM Owner Phone: 5613529621

Construction:

Tank ID: 3
Construction Category: A

Construction Description: Ball check valve

Tank ID: 3
Construction Category: E

Construction Description: Fiberglass

Tank ID: 3
Construction Category: 1

Construction Description: Double wall

Tank ID: 3

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: A

Construction Description: Ball check valve

Tank ID: 4
Construction Category: E

Construction Description: Fiberglass

Tank ID: 4 Construction Category: I

Construction Description: Double wall

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4
Construction Category: M

Construction Description: Spill containment bucket

Piping:

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 3 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

SUPER STOP (Continued) U001342546

Piping Category: Κ

Dispenser liners Piping Description:

Monitoring:

Tank ID: 3 Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3 Petro Monitoring Category:

Monitoring Description: Visual inspect dispenser liners

3 Tank ID: Petro Monitoring Category:

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4 Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 4 Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4 Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4 Tank Capacity: 10000

Tank Location: **UNDERGROUND**

Tank Status:

Status Date: 08/22/2017 Install Date: 2/1/1989 Substance: Content Description: Unleaded Gas Vessel Indicator: **TANK**

DEP Contractor: С

Owner:

Owner ID: 73926

Owner Name: BA CORPORATION OF WPB INC

Owner Address: 6063 NW 31ST AVE Not reported Owner Address 2:

FORT LAUDERDALE, FL 33309 Owner City, State, Zip:

Owner Contact: SYED IMAM Owner Phone: 5613529621

Construction:

Tank ID: 3 Construction Category:

Ball check valve Construction Description:

Tank ID: 3 Construction Category:

Fiberglass Construction Description:

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

EDR ID Number

EPA ID Number

SUPER STOP (Continued) U001342546

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Tank ID: 3
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: A

Construction Description: Ball check valve

Tank ID: 4
Construction Category: E

Construction Description: Fiberglass

Tank ID: 4
Construction Category: I

Construction Description: Double wall

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4
Construction Category: M

Construction Description: Spill containment bucket

Piping:

Tank ID: 3
Piping Category: C
Piping Description: Fiberglass

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 3
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 3
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

DWM CONTAM:

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE
City,State,Zip: FORT LAUDERDALE, FL

Program Site Id: 8502343 Lat DD: 26 Lat MM: 12 Lat SS: 5 Long DD: 80 Long MM: 11 Long SS: 18 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 75

Datum: Not reported
Method: AGPS
Facility Status: CLOSED
Facility Type: Not reported
Score Effective Date: Not reported
Score When Ranked: Not reported
Rank: Not reported

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Operator: Not reported Not reported Phone: Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Site Manager: Not reported

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE
City,State,Zip: FORT LAUDERDALE, FL

Program Site Id: 8502343 Lat DD: 26 Lat MM: 12 Lat SS: 5 Long DD: 80 Long MM: 11 Long SS: 18 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 75

Datum: Not reported Method: **AGPS** CLOSED Facility Status: Not reported Facility Type: Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Site Manager: Not reported

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

SUPER STOP (Continued) U001342546

FL Financial Assurance 3:

BA CORPORATION OF WPB INC Name:

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: Facility ID: 8502343 Facility Phone: 9547930600 Facility Status: **OPEN**

Facility Type: Α

Type Description: **Retail Station** DEP CO: C

Finaincial Responsibility: **INSURANCE**

COMMERCE & INDUSTRY Insurance Company:

Effective Date: 04/15/2011 Expire Date: 04/15/2012 Owner ID: 73926

BA CORPORATION OF WPB INC Onwer Name:

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

FORT LAUDERDALE, FL 33309 Owner City, St, Zip: MOHAMMED FARID UDDIN Contact:

Resp Party Phone: 9547960600

BA CORPORATION OF WPB INC Name:

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 8502343 9547930600 Facility Phone: **OPEN** Facility Status: Facility Type: Α

Type Description: **Retail Station** DEP CO:

Finaincial Responsibility: **INSURANCE**

Insurance Company: **COMMERCE & INDUSTRY**

04/19/2012 Effective Date: Expire Date: 04/19/2013 Owner ID: 73926

BA CORPORATION OF WPB INC Onwer Name:

1110 NW 48TH ST Owner Address: Owner Address2: Not reported

Owner City, St, Zip: FORT LAUDERDALE, FL 33309 MOHAMMED FARID UDDIN Contact:

Resp Party Phone: 9547960600

BA CORPORATION OF WPB INC Name:

Address: 6063 NW 31ST AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3 Facility ID: 8502343 Facility Phone: 9547930600 Facility Status: OPEN Facility Type:

Type Description: **Retail Station**

DEP CO:

Finaincial Responsibility: **INSURANCE**

COMMERCE & INDUSTRY Insurance Company:

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Direction Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Effective Date: 04/19/2013
Expire Date: 04/19/2014
Owner ID: 73926

Onwer Name: BA CORPORATION OF WPB INC

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 8502343
Facility Phone: 9547930600
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station
DEP CO: C
Final results | Personnel bility: | INSUBANCE

Finaincial Responsibility: INSURANCE

Insurance Company: COMMERCE & INDUSTRY

 Effective Date:
 05/30/2009

 Expire Date:
 05/30/2010

 Owner ID:
 73926

Onwer Name: BA CORPORATION OF WPB INC

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: 3
Facility ID: 8502343
Facility Phone: 9547930600
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: INSURANCE

Insurance Company: CRUM & FORSTER INDEMNITY

Effective Date: 09/15/2015 Expire Date: 09/15/2016 Owner ID: 73926

Onwer Name: BA CORPORATION OF WPB INC

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Direction Distance

Elevation Site Database(s) EPA ID Number

SUPER STOP (Continued) U001342546

Region: 3

Facility ID: 8502343
Facility Phone: 9547930600
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: INSURANCE

Insurance Company: CRUM & FORSTER SPECIALTY INS. CO.

Effective Date: 10/27/2016 Expire Date: 10/27/2017 Owner ID: 73926

Onwer Name: BA CORPORATION OF WPB INC

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 8502343
Facility Phone: 9547930600
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO:

Finaincial Responsibility: INSURANCE

Insurance Company: CRUM & FORSTER SPECIALTY INS. CO.

Effective Date: 10/27/2018
Expire Date: 10/27/2019
Owner ID: 73926

Onwer Name: BA CORPORATION OF WPB INC

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

Name: BA CORPORATION OF WPB INC

Address: 6063 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 8502343
Facility Phone: 9547930600
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO:

Finaincial Responsibility: INSURANCE Insurance Company: FPLIPA
Effective Date: 02/15/1990
Expire Date: 05/29/1991
Owner ID: 73926

Onwer Name: BA CORPORATION OF WPB INC

MAP FINDINGS Map ID

Direction Distance

Elevation Site **EPA ID Number** Database(s)

SUPER STOP (Continued) U001342546

Owner Address: 1110 NW 48TH ST Owner Address2: Not reported

FORT LAUDERDALE, FL 33309 Owner City,St,Zip: Contact: MOHAMMED FARID UDDIN

Resp Party Phone: 9547960600

BA CORPORATION OF WPB INC Name:

Address: 6063 NW 31ST AVE

FORT LAUDERDALE, FL 33309 City,State,Zip:

Α

Region: Facility ID: 8502343 Facility Phone: 9547930600 Facility Status: **OPEN**

Type Description: **Retail Station**

DEP CO:

Facility Type:

Finaincial Responsibility: **INSURANCE**

Insurance Company: LIBERTY SURPLUS INSURANCE CORP

Effective Date: 08/02/2021 Expire Date: 08/02/2022 Owner ID: 73926

BA CORPORATION OF WPB INC Onwer Name:

Owner Address: 1110 NW 48TH ST

Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309 MOHAMMED FARID UDDIN Contact:

Resp Party Phone: 9547960600

M64 **7-ELEVEN FOOD STORE #18580-33 ESE** 5590 NW 31ST AVE

1/4-1/2 FORT LAUDERDALE, FL 33309 **DWM CONTAM** 0.268 mi. **Financial Assurance**

Site 1 of 3 in cluster M 1416 ft.

LUST: Relative: 7-ELEVEN FOOD STORE #18580-33 Higher Name:

Address: 5590 NW 31ST AVE Actual:

FORT LAUDERDALE, FL 33309 City,State,Zip: 8 ft.

Region: STATE Facility Id: 8501421 Facility Status: **OPEN**

Facility Type: A - Retail Station Facility Phone: (407)405-2995

Facility Cleanup Rank: 192

District: Southeast District

Lat/Long (dms): 26 11 40.9908 / 80 11 14.7142

Section: 8 49S Township: Range: 42E Feature: Not reported Method: **AGPS** Datum: 0 Score: 76

Score Effective Date: 2005-08-01 00:00:00

Score When Ranked:

DAVID PETERSEN Operator: Name Update: 2008-04-23 00:00:00 Address Update: 2020-01-30 00:00:00

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LUST

UST

U001342244

N/A

MAP FINDINGS Map ID

Direction Distance

Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Petroleum Cleanup PCT Facility Score:

CMPL - COMPLETED Facility Cleanup Status:

DAVID PETERSEN | MILEI AVILES | JENNIFER DART Contact: Contact Company: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Contact Address: PO BOX 711 Contact City/State/Zip: Dallas, TX 75221 (407)403-2995 Phone:

Bad Address Ind: Ν State: FL Zip:

33309, 2508 Score:

76

Score Effective Date: 2005-08-01 00:00:00

Related Party ID: 20385

Primary RP Role: ACCOUNT OWNER

RP Begin Date: 1994-05-20 RP Zip: 711 RP Extension: Not reported

Discharge Cleanup Summary:

Discharge Date: 2/27/2003 PCT Discharge Combined: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 8/9/2017 Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description: Not reported Eligibility Indicator: E - ELIGIBLE Site Manager: GOMOLKA_J Site Mgr End Date: 8/9/2017

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Discharge Date: 6/20/1987 PCT Discharge Combined: Not reported

R - CLEANUP REQUIRED Cleanup Required: Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 8/9/2017 Cleanup Work Status: COMPLETED Information Source: E - EDI Other Source Description: Not reported Eligibility Indicator: E - ELIGIBLE Site Manager: GOMOLKA J Site Mgr End Date: 8/9/2017

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Petroleum Cleanup Program Eligibility:

8501421 Facility ID: Discharge Date: 6/20/1987 Pct Discharge Combined With: Not reported

R - CLEANUP REQUIRED Cleanup Required: SRCR - SRCR COMPLETE Discharge Cleanup Status:

Disch Cleanup Status Date: 8/9/2017 COMPLETED Cleanup Work Status: Information Source: Not reported Other Source Description: Not reported Application Received Date: Not reported

E - EARLY DETECTION INCENTIVE Cleanup Program:

Eligibility Status: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Elig Status Date:

Letter Of Intent Date:

Redetermined:
Inspection Date:

Site Manager:

Site Mgr End Date:

Not reported
Not reported
Not reported
SomolkA_J
Site Mgr End Date:

Not reported
Site Manager:

Site Mgr End Date:

Not reported
Site Manager:

Site Mgr End Date:

Not reported
Not reported

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount: Not reported Deductible Paid To Date: Not reported Co-Pay Amount: Not reported Co-Pay Paid To Date: Not reported Not reported Cap Amount: Facility ID: 8501421 Discharge Date: 2/27/2003 Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 8/9/2017
Cleanup Work Status: COMPLETED
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: S - SITE REHABILITATION FUNDING AGREEMENT

Eligibility Status:

Not reported
Elig Status Date:

Not reported
Letter Of Intent Date:

Redetermined:
Inspection Date:

Not reported
Not reported
Not reported
Site Manager:

GOMOLKA_J
Site Mgr End Date:

Not reported
8/9/2017

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount:

Deductible Paid To Date:

Co-Pay Amount:

Co-Pay Paid To Date:

Not reported

Contaminated Media:

Discharge Date: 2/27/2003
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 8/9/2017
Cleanup Work Status: COMPLETED

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description:

Elig Indicator:

Site Manager:

Site Mgr End Date:

Not reported

E - ELIGIBLE

GOMOLKA_J

8/9/2017

Tank Office: PCLP6 - BROWARD CNTY ENVIRONME

Contaminated Drinking Wells: Not reported Yes Contaminated Monitoring Well: Yes Contaminated Soil: Not reported Contaminated Surface Water: Not reported

Contaminated Ground Water: Yes

Pollutant: B - Unleaded Gas

Pollutant Other Description: FFP DISCOVERED IN MW

Gallons Discharged: Not reported

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Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Discharge Date: 6/20/1987
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 8/9/2017
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: GOMOLKA_J
Site Mgr End Date: 8/9/2017

Tank Office: PCLP6 - BROWARD CNTY ENVIRONME

Contaminated Drinking Wells: 0
Contaminated Monitoring Well: Yes
Contaminated Soil: Yes
Contaminated Surface Water: No
Contaminated Ground Water: Yes

Pollutant: Z - Other Non Regulated

Pollutant Other Description: Not reported Gallons Discharged: Not reported

Task Information:

District: SED
Facility ID: 8501421
Facility Status: OPEN

Facility Type: A - Retail Station - County: BROWARD

County ID: 6
Cleanup Eligibility Status: E

Source Effective Date: 05-31-2017 Discharge Date: 02-27-2003

Cleanup Required: R - CLEANUP REQUIRED
Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 08-09-2017

SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT

SRC Submit Date: 12-04-2015 SRC Review Date: 12-15-2015 SRC Completion Status: A - APPROVED SRC Issue Date: 08-09-2017 SRC Comment: Not reported Cleanup Work Status: COMPLETED Site Mgr: GOMOLKA J Site Mgr End Date: 08-09-2017

Tank Office: PCLP6 - Broward County

SR Task ID: 71879
SR Cleanup Responsible: SR Funding Eligibility Type: -

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: Not reported Not reported SR Oral Date: Not reported SR Written Date: SR Soil Removal: Not reported Not reported SR Free Product Removal: Not reported SR Soil Tonnage Removed: SR Soil Treatment: Not reported SR Other Treatment: Not reported SR Alternate Proc Received Date: Not reported Map ID MAP FINDINGS
Direction

Distance
Elevation Site Database(s)

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

EPA ID Number

SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported SA Task ID: 71880
SA Cleanup Responsible: SA Funding Eligibility Type: -

SA Actual Cost:

SA Completion Date:

SA Payment Date:

RAP Task ID:

Not reported

Not reported

Not reported

Not reported

RAP Cleanup Responsible ID: - RAP Funding Eligibility Type: -

RAP Actual Cost:

RAP Completion Date:

RAP Payment Date:

RAP Last Order Approved:

RA Task ID:

Not reported

Not reported

Not reported

74255

RA Cleanup Responsible: RP - RESPONSIBLE PARTY

RA Funding Eligibility Type: SRFA - SITE REHABILITATION FUNDING AGREEMENT

RA Years to Complete: 0

RA Actual Cost:

District:

SED
Facility ID:

Facility Status:

Not reported
SED
8501421
OPEN

Facility Type: A - Retail Station -

County: BROWARD

County ID: 6
Cleanup Eligibility Status: E

Source Effective Date: 05-31-2017 Discharge Date: 06-20-1987

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: SRCR - SRCR COMPLETE

Disch Cleanup Status Date: 08-09-2017

SRC Action Type: SRCR - SITE REHABILITATION COMPLETION REPORT

SRC Submit Date: 12-04-2015 SRC Review Date: 12-15-2015 A - APPROVED SRC Completion Status: SRC Issue Date: 08-09-2017 SRC Comment: Not reported Cleanup Work Status: COMPLETED Site Mgr: GOMOLKA_J Site Mgr End Date: 08-09-2017

Tank Office: PCLP6 - Broward County

SR Task ID: 28178

SR Cleanup Responsible: RP - RESPONSIBLE PARTY

SR Funding Eligibility Type:

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: 12-28-1990 SR Oral Date: Not reported SR Written Date: Not reported SR Soil Removal: Not reported SR Free Product Removal: Not reported SR Soil Tonnage Removed: Not reported SR Soil Treatment: Not reported SR Other Treatment: Not reported SR Alternate Proc Received Date: Not reported

Exhibit 4 Page 280 of 869

MAP FINDINGS Map ID

Direction Distance

Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported SA Task ID: 28179

RP - RESPONSIBLE PARTY SA Cleanup Responsible:

SA Funding Eligibility Type:

SA Actual Cost: \$58,064.81 SA Completion Date: 02-21-1989 SA Payment Date: 12-28-1990 RAP Task ID: 28180

RP - RESPONSIBLE PARTY RAP Cleanup Responsible ID:

RAP Funding Eligibility Type:

RAP Actual Cost: Not reported **RAP Completion Date:** 04-23-1990 **RAP Payment Date:** Not reported RAP Last Order Approved: 1990-04-23 00:00:00

RA Task ID: 28181

RP - RESPONSIBLE PARTY RA Cleanup Responsible:

RA Funding Eligibility Type: SRFA - SITE REHABILITATION FUNDING AGREEMENT

RA Years to Complete: 3

RA Actual Cost: \$40,889.56

Click here for Florida Oculus:

Broward Co. UST:

Name: 7-ELEVEN STORE #18580 Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 068501421 Facility ID: 00338 Storage Tank ID: 00338-01 Tank Construction: E. Fiberglass Tank Size: 10000 Install Date: 06/26/1987 Tank Status: U. In-Service Substance: B. Unleaded Gasoline

Tank Type: Underground

7-ELEVEN STORE #18580 Name: 5590 NW 31ST AVE Address:

City,State,Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 068501421 Facility ID: 00338 Storage Tank ID: 00338-02 Tank Construction: E. Fiberglass Tank Size: 10000 Install Date: 06/26/1987 Tank Status: U. In-Service B. Unleaded Gasoline Substance:

Tank Type: Underground

UST:

Facility ID: 8501421

Name: 7-ELEVEN FOOD STORE #18580-33

5590 NW 31ST AVE Address:

City, State, Zip: FORT LAUDERDALE, FL 33309

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MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Facility Phone: 4074052995 Facility Status: **OPEN** Facility Type: Α Type Description: **Retail Station** Depco:

STATE Region: AGPS Positioning Method:

Latitude/Longitude: 26 11 41 / 80 11 8

UST:

Tank ID: 10000 Tank Capacity:

UNDERGROUND Tank Location:

Tank Status:

Status Date: Not reported Install Date: 12/1/1976 Substance: Content Description: Gasohol Vessel Indicator: **TANK DEP Contractor:** Ρ

Owner:

Owner ID: 20385

Owner Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

ATTN: MGR-FL REGION GAS & ENVIRN COMPL Owner Address 2:

Owner City, State, Zip: Dallas, TX 75221

Owner Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Owner Phone: 4074032995

Construction:

4 Tank ID: Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: Construction Category: Μ

Spill containment bucket Construction Description:

Tank ID: Construction Category: 0 Construction Description: Tight fill

Tank ID: 5 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 5 Construction Category: Μ

Construction Description: Spill containment bucket

Tank ID: 5 Construction Category: Tight fill Construction Description:

Tank ID: 4 Construction Category: R

Double wall - tank jacket Construction Description:

Map ID MAP FINDINGS Direction

Distance Elevation Site

Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID: 5
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 5
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Piping:

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 5
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 5
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 5
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 5
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 4
Petro Monitoring Category: 1

EDR ID Number

U001342244

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Monitoring Description:

Continuous electronic sensing

Tank ID: 5
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 5
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 5
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 4
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 5
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 4
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status: U

 Status Date:
 02/01/2005

 Install Date:
 6/1/1987

 Substance:
 B

Content Description: Unleaded Gas
Vessel Indicator: TANK
DEP Contractor: P

U001342244

Distance
Elevation Site

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Database(s)

EDR ID Number

EPA ID Number

Owner:

Owner ID: 20385

Owner Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address 2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, State, Zip: Dallas, TX 75221

Owner Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Owner Phone: 4074032995

Construction:

Tank ID: 4
Construction Category: F

Construction Description: Fiberglass clad steel

Tank ID: 4
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4
Construction Category: O
Construction Description: Tigl

Construction Description: Tight fill

Tank ID: 5
Construction Category: F

Construction Description: Fiberglass clad steel

Tank ID: 5
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: O
Construction Description: Tight fill

Tank ID: 4
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 5
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 5
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 5
Construction Category: P

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Map ID MAP FINDINGS Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Construction Description: Level gauges/alarms

Piping:

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 5
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 5
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 5
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 5 Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 4
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 5
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 5
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

MAP FINDINGS Map ID

Direction Distance Elevation

Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID:

5 Petro Monitoring Category: Н

Monitoring Description: Mechanical line leak detector

Tank ID: 4 Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4 Petro Monitoring Category: Κ

Monitoring Description: Monitor dbl wall pipe space

5 Tank ID: Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 5 Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 2 Tank Capacity: 10000

Tank Location: **UNDERGROUND**

Tank Status:

Status Date: Not reported 12/1/1976 Install Date: Substance: Gasohol Content Description: Vessel Indicator: **TANK**

Owner:

DEP Contractor:

Owner ID: 20385

Owner Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Ρ

Owner Address: PO BOX 711

Owner Address 2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City,State,Zip: Dallas, TX 75221

Owner Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Owner Phone: 4074032995

Construction:

Tank ID: 4 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 4 Construction Category: Μ

Construction Description: Spill containment bucket **EDR ID Number**

U001342244

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID:

Construction Category:

Construction Description:

4 O Tight fill

Tank ID: 5
Construction Category: F

Construction Description: Fiberglass clad steel

Tank ID: 5 Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 5
Construction Category: O
Construction Description: Tight fill

Tank ID: 4
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 5
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 5
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Piping:

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 5
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 5
Piping Category: F

Piping Description: Double wall

U001342244

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 5 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 5
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 4
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 5
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 5
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 5
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 4
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 5
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

U001342244

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Tank ID: 5 Petro Monitoring Category:

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5 Petro Monitoring Category:

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 5 Tank Capacity: 10000

UNDERGROUND Tank Location:

Tank Status:

Status Date: 02/01/2005 Install Date: 6/1/1987 Substance:

Unleaded Gas Content Description: Vessel Indicator: **TANK DEP Contractor:**

Owner:

Owner ID: 20385

7-ELEVEN INC - GASOLINE COMP DEPT 0148 Owner Name:

Owner Address: PO BOX 711

ATTN: MGR-FL REGION GAS & ENVIRN COMPL Owner Address 2:

Owner City, State, Zip: Dallas, TX 75221

Owner Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Owner Phone: 4074032995

Construction:

Tank ID: 4 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 4 Construction Category:

Construction Description: Spill containment bucket

Tank ID: 4 Construction Category: 0 Construction Description: Tight fill

Tank ID: 5 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 5 Construction Category:

Construction Description: Spill containment bucket

Tank ID: 5 Construction Category: Tight fill Construction Description:

Tank ID: 4 Construction Category: R

Construction Description: Double wall - tank jacket

Exhibit 4 Page 290 of 869 Map ID MAP FINDINGS Direction

Distance Elevation Site

Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID: 5
Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 4
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 4
Construction Category: P

Construction Description: Level gauges/alarms

Tank ID: 5
Construction Category: N

Construction Description: Flow shut-Off

Tank ID: 5
Construction Category: P

Construction Description: Level gauges/alarms

Piping:

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 5
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 5
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 5
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 5
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 4
Petro Monitoring Category: 1

EDR ID Number

U001342244

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Monitoring Description:

Continuous electronic sensing

Tank ID: 5
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 5
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 5
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 4
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 4
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4
Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 5
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 5
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 5
Petro Monitoring Category: K

Monitoring Description: Monitor dbl wall pipe space

Tank ID: 3
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status: B

Status Date:Not reportedInstall Date:12/1/1976Substance:CContent Description:GasoholVessel Indicator:TANKDEP Contractor:P

U001342244

MAP FINDINGS Map ID Direction

Distance **EDR ID Number** Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Owner:

Owner ID: 20385

Owner Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address 2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, State, Zip: Dallas, TX 75221

Owner Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Owner Phone: 4074032995

Construction:

Tank ID: 4 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 4 Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 4 Construction Category: 0 Construction Description:

Tight fill

Tank ID: 5 Construction Category:

Construction Description: Fiberglass clad steel

Tank ID: 5 Construction Category: Μ

Construction Description: Spill containment bucket

Tank ID: 5 Construction Category: 0 Construction Description: Tight fill

Tank ID: 4 Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: 5 Construction Category: R

Construction Description: Double wall - tank jacket

Tank ID: Construction Category: N

Construction Description: Flow shut-Off

Tank ID: Construction Category:

Construction Description: Level gauges/alarms

Tank ID: Construction Category:

Construction Description: Flow shut-Off

Tank ID: 5 Construction Category: Ρ

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Map ID MAP FINDINGS Direction

Construction Description:

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

Level gauges/alarms

Piping:

Tank ID: 4
Piping Category: C

Piping Description: Fiberglass

Tank ID: 5
Piping Category: C

Piping Description: Fiberglass

Tank ID: 4
Piping Category: F

Piping Description: Double wall

Tank ID: 5
Piping Category: F

Piping Description: Double wall

Tank ID: 4
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 4
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 5
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 5
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 4
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 5
Petro Monitoring Category: 1

Monitoring Description: Continuous electronic sensing

Tank ID: 4
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 4
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 5
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

MAP FINDINGS Map ID Direction

Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

7-ELEVEN FOOD STORE #18580-33 (Continued)

Tank ID: 5 Petro Monitoring Category: Н

Monitoring Description: Mechanical line leak detector

Tank ID: 4 Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 4 Petro Monitoring Category: Κ

Monitoring Description: Monitor dbl wall pipe space

5 Tank ID: Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 5 Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: Petro Monitoring Category: Κ

Monitoring Description: Monitor dbl wall pipe space

DWM CONTAM:

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE City, State, Zip: FORT LAUDERDALE, FL

Program Site Id: 8501421 Lat DD: 26 Lat MM: 11 Lat SS: 41 Long DD: 80 Long MM: 11 Long SS: 8 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 76

Not reported Datum: **AGPS** Method: CLOSED Facility Status: Not reported Facility Type: Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Not reported Phone: Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported

U001342244

Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Not reported Site Manager:

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE
City,State,Zip: FORT LAUDERDALE, FL

Program Site Id: 8501421 Lat DD: 26 Lat MM: 11 41 Lat SS: Long DD: 80 Long MM: 11 Long SS: 8 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 76

Datum: Not reported Method: **AGPS** CLOSED Facility Status: Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Not reported Phone: Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported Not reported RP City: RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Site Manager: Not reported

FL Financial Assurance 3:

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Direction Distance

Elevation Site **EPA ID Number** Database(s)

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Facility ID: 8501421 Facility Phone: 4074052995 Facility Status: **OPEN** Facility Type: Α

Type Description: **Retail Station**

DEP CO:

Finaincial Responsibility: **INSURANCE**

AMERICAN INTERNATIONAL SPECIALTY LINES Insurance Company:

Effective Date: 11/24/2003 Expire Date: 11/24/2004 20385 Owner ID:

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City,State,Zip: FORT LAUDERDALE, FL 33309

Region:

3 Facility ID: 8501421 Facility Phone: 4074052995 **OPEN**

Facility Status: Facility Type: Α

Type Description: **Retail Station**

DEP CO:

Finaincial Responsibility: **INSURANCE ILLINOIS UNION** Insurance Company: Effective Date: 04/30/2009 Expire Date: 04/30/2010 Owner ID: 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

ATTN: MGR-FL REGION GAS & ENVIRN COMPL Owner Address2:

Owner City,St,Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

7-ELEVEN FOOD STORE #18580-33 Name:

5590 NW 31ST AVE Address:

City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 8501421 Facility Phone: 4074052995 Facility Status: **OPEN** Facility Type: Type Description: **Retail Station**

DEP CO: **INSURANCE** Finaincial Responsibility: Insurance Company: **ILLINOIS UNION** Effective Date: 04/30/2010 Expire Date: 04/30/2011 Owner ID: 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

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Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8501421

 Facility Phone:
 4074052995

 Facility Status:
 OPEN

 Facility Type:
 A

Type Description: Retail Station

DEP CO: P

Finaincial Responsibility: INSURANCE
Insurance Company: ILLINOIS UNION
Effective Date: 04/30/2011
Expire Date: 04/30/2012
Owner ID: 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148
Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8501421

 Facility Phone:
 4074052995

 Facility Status:
 OPEN

Facility Status: Of Facility Type: A

Type Description: Retail Station

DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: IRONSHORE SPECIALTY INSURANCE CO

 Effective Date:
 04/30/2012

 Expire Date:
 12/18/2012

 Owner ID:
 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8501421

 Facility Phone:
 4074052995

 Facility Status:
 OPEN

 Facility Type:
 A

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Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

U001342244

EDR ID Number

Type Description: Retail Station

DEP CO:

Finaincial Responsibility: INSURANCE

Insurance Company: IRONSHORE SPECIALTY INSURANCE CO

Effective Date: 12/18/2014 Expire Date: 12/18/2015 Owner ID: 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 8501421
Facility Phone: 4074052995
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: IRONSHORE SPECIALTY INSURANCE CO

 Effective Date:
 12/18/2015

 Expire Date:
 12/18/2016

 Owner ID:
 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 8501421

 Facility Phone:
 4074052995

 Facility Status:
 OPEN

 Facility Type:
 A

Type Description: Retail Station DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: IRONSHORE SPECIALTY INSURANCE CO

Effective Date: 12/18/2016 Expire Date: 12/18/2018 Owner ID: 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City,St,Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

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Direction Distance

Elevation Site Database(s) EPA ID Number

7-ELEVEN FOOD STORE #18580-33 (Continued)

Name: 7-ELEVEN FOOD STORE #18580-33

Address: 5590 NW 31ST AVE

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3
Facility ID: 8501421
Facility Phone: 4074052995
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO: P

Finaincial Responsibility: INSURANCE

Insurance Company: IRONSHORE SPECIALTY INSURANCE CO

 Effective Date:
 12/18/2018

 Expire Date:
 12/18/2020

 Owner ID:
 20385

Onwer Name: 7-ELEVEN INC - GASOLINE COMP DEPT 0148

Owner Address: PO BOX 711

Owner Address2: ATTN: MGR-FL REGION GAS & ENVIRN COMPL

Owner City, St, Zip: Dallas, TX 75221

Contact: DAVID PETERSEN | MILEI AVILES | JENNIFER DART

Resp Party Phone: 4074032995

M65 FRUCHT DENTAL LAB DWM CONTAM \$123347173
ESE 5578 NW 31ST AVENUE RESP PARTY N/A

1/4-1/2 FORT LAUDERDALE, FL 33309

0.269 mi.

1418 ft. Site 2 of 3 in cluster M

Relative: DWM CONTAM:

HigherName:FRUCHT DENTAL LABActual:Address:5578 NW 31ST AVENUE8 ft.City,State,Zip:FORT LAUDERDALE, FL

 Program Site Id:
 ERIC_10403

 Lat DD:
 26

 Lat MM:
 11

 Lat SS:
 40.3835

 Long DD:
 80

 Long MM:
 11

 Long SS:
 14.4277

Office/ District: SED Program Area: RESPONSPARTY Priority Score: Not reported Datum: NAD83 Method: **DPHO** Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Not reported Name Changed: Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported

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EDR ID Number

U001342244

Direction Distance

Elevation Site Database(s) EPA ID Number

FRUCHT DENTAL LAB (Continued)

S123347173

EDR ID Number

RP Address2: Not reported Not reported RP City: RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Not reported Contact: RP Phone: Not reported RP Extension: Not reported Site Manager: Not reported

RESP PARTY:

Name:FRUCHT DENTAL LABAddress:5578 NW 31ST AVENUECity,State,Zip:FORT LAUDERDALE, FL 33309

District: Southeast District

Site Id: 372147 Project Id: 382157 Site Status: **CLOSED** Project Manager: CROSS_JL OGC Case Number: Not reported 12/31/1985 Initial Date Received: Contaminants: Not reported Offsite Cont Impact: Not reported Priority Score: Not reported Datum: NAD83 Method ID: **DPHO** Feature: Not reported Object Of Interest: CAP RAP SITE

Proximity To Object: APPRX
Collect Username: CROSS_JL

Collect Affiliation: Florida Department of Environmental Protection

Collect Program Id: CR

Collect Date: 01/11/2019

Map Series Used: IMAGERYWITHROADS

Map Source Scale: 4513
Interpolation Scale: 4513
Coordinate Accuracy Id: 3
Verify Method Id: DPHO
Verifier Username: CROSS_JL

Verifier Affiliation: DEPARTMENT OF ENVIRONMENTAL PROTECTION

Verifying Program Id:CRVerification Date:01/11/2019Decode for District:Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: Not reported

Decode for V_Method: Digital Aerial Photography With Ground Control

Latitude/Longitude (deg/min/sec): 26 11 / 80 11 Source Facility Name: Not reported Source Facility ID: Not reported Not reported Program: Program Type: Not reported Not reported Program Status: WMD: Not reported ICR Indicator: Not reported Discharge Date: Not reported GIS ALBX: Not reported

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Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

FRUCHT DENTAL LAB (Continued)

S123347173

GIS ALBY: Not reported Not reported Site Manager: Site Phase Description: Not reported Offsite Contamination Key: Not reported Documents: Not reported Objectid: Not reported

M66 FRUCHT DENTAL LAB SEMS-ARCHIVE 1003867551 **ESE 5578 NW 31 AVENUE** FLD014511786

1/4-1/2 FT LAUDERDALE, FL 33309

0.269 mi.

1418 ft. Site 3 of 3 in cluster M

Relative: SEMS Archive: Higher Site ID: 0400580 EPA ID: FLD014511786 Actual: 8 ft.

Name: FRUCHT DENTAL LAB Address: 5578 NW 31 AVENUE

Address 2: Not reported

FT LAUDERDALE, FL 33309 City,State,Zip:

Cong District: 15 FIPS Code: 12011 FF:

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 Site ID: 0400580 EPA ID: FLD014511786 Site Name: FRUCHT DENTAL LAB

NPL: FF: Ν OU: 00 Action Code: VS

Action Name: **ARCH SITE**

SEQ:

Start Date: Not reported 1986-03-26 05:00:00 Finish Date: Qual: Not reported Current Action Lead: EPA Perf In-Hse

Region: 04 Site ID: 0400580 EPA ID: FLD014511786 Site Name: FRUCHT DENTAL LAB

NPL: Ν FF: Ν

OU: 00 Action Code: DS Action Name: **DISCVRY**

SEQ:

Start Date: 1985-06-01 05:00:00 Finish Date: 1985-06-01 05:00:00 Not reported Qual:

Current Action Lead: **EPA Perf**

04 Region:

Direction Distance

Elevation Site Database(s) EPA ID Number

FRUCHT DENTAL LAB (Continued)

1003867551

EDR ID Number

 Site ID:
 0400580

 EPA ID:
 FLD014511786

 Site Name:
 FRUCHT DENTAL LAB

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

Start Date: Not reported Finish Date: 1986-03-26 05:00:00

Qual: N
Current Action Lead: St Perf

N67 CLASSIC GRAPHICS INTERNATIONAL SCREEN PRINT CO ROT

DWM CONTAM \$127024202 RESP PARTY N/A

ENE 3067 NW 60TH STREET

1/4-1/2 FORT LAUDERDALE, FL 33309

Contact: RP Phone:

0.308 mi.

1625 ft. Site 1 of 4 in cluster N

Relative: DWM CONTAM:

Higher Name: CLASSIC GRAPHICS INTERNATIONAL SCREEN PRINT CO ROTAVA

Actual:Address:3067 NW 60TH STREET8 ft.City,State,Zip:FORT LAUDERDALE, FL

 Program Site Id:
 ERIC_8671

 Lat DD:
 26

 Lat MM:
 12

 Lat SS:
 2.1439

 Long DD:
 80

 Long MM:
 11

 Long SS:
 8.6974

 Office/ District:
 SED

Office/ District: SED
Program Area: RESPONSPARTY

Priority Score: Not reported Datum: NAD83 Method: **DPHO** Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported

Not reported

Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

CLASSIC GRAPHICS INTERNATIONAL SCREEN PRINT CO ROTAVA (Continued)

S127024202

EDR ID Number

RP Extension: Not reported
Site Manager: Paul Wierzbicki

RESP PARTY:

Name: CLASSIC GRAPHICS INTERNATIONAL SCREEN PRINT CO ROTAVA

Address: 3067 NW 60TH STREET
City, State, Zip: FORT LAUDERDALE, FL 33309

District: Southeast District Site Id: ERIC_8671 Project Id: Not reported Site Status: **CLOSED** Project Manager: Not reported Not reported OGC Case Number: Initial Date Received: Not reported Not reported Contaminants: Not reported Offsite Cont Impact: Priority Score: Not reported Datum: NAD83 Method ID: **DPHO** Feature: Not reported Object Of Interest: **FACIL**

Proximity To Object:

Collect Username:

Collect Affiliation:

Collect Program Id:

Collect Date:

Map Series Used:

Map Series Used:

APPRX

WIERZBICKI_P

Not reported

Not reported

Not reported

IMAGERY_11_13

Map Source Scale:5000Interpolation Scale:5000Coordinate Accuracy Id:3

Verify Method Id: Not reported
Verifier Username: Not reported
Verifier Affiliation: Not reported
Verifying Program Id: Not reported
Verification Date: Not reported
Decode for District: Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: Not reported
Decode for V_Method: Not reported
Latitude/Longitude (deg/min/sec): 26 12 / 80 11

Source Facility Name: CLASSIC GRAPHICS INTERNATIONAL SCREEN PRINT CO ROTAVA

Source Facility ID: 138820

Program: Responsible Party Cleanup

Program Type: RESPONSPARTY
Program Status: COMPLETE
WMD: SFWMD
ICR Indicator: N

Discharge Date:

GIS ALBX:

GIS ALBY:

Site Manager:

Site Phase Description:

Offsite Contamination Key:

Not reported

780498.6

249895.27

Paul Wierzbicki

Phase 0 - Discovery

CONTAMUNKNOWN

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8671/gis-facility!search

Objectid: 15407

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Direction Distance

Elevation Site Database(s) EPA ID Number

 N68
 CLASSIC GRAPHICS INC
 SEMS-ARCHIVE
 1003867554

 ENE
 3067 NW 60 STREET
 FLD023835762

1/4-1/2 FT LAUDERDALE, FL 33309

0.308 mi.

1625 ft. Site 2 of 4 in cluster N

Relative: SEMS Archive: Higher Site ID:

 Higher
 Site ID:
 0400588

 Actual:
 EPA ID:
 FLD023835762

 8 ft.
 Name:
 CLASSIC GRAPHICS INC

Address: 3067 NW 60 STREET
Address 2: Not reported

City, State, Zip: FT LAUDERDALE, FL 33309

Cong District: 15
FIPS Code: 12011
FF: N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0400588

 EPA ID:
 FLD023835762

Site Name: CLASSIC GRAPHICS INC

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ: 1

Start Date:

Finish Date:

Qual:

Current Action Lead:

Not reported

Not reported

EPA Perf In-Hse

 Region:
 04

 Site ID:
 0400588

 EPA ID:
 FLD023835762

Site Name: CLASSIC GRAPHICS INC

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

SEQ:

 Start Date:
 1985-06-01 05:00:00

 Finish Date:
 1985-06-01 05:00:00

 Qual:
 Not reported

Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0400588

 EPA ID:
 FLD023835762

Site Name: CLASSIC GRAPHICS INC

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 SI

 Action Name:
 SI

 SEQ:
 1

EDR ID Number

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CLASSIC GRAPHICS INC (Continued)

1003867554

1991-03-18 05:00:00 Start Date: Finish Date: 1991-09-04 04:00:00

Qual: **Current Action Lead: EPA Perf**

Region: 04 Site ID: 0400588 EPA ID: FLD023835762

Site Name: CLASSIC GRAPHICS INC

NPL: FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported

Finish Date: 1986-02-26 05:00:00

Qual:

Current Action Lead: St Perf

N69 A. W. INDUSTRIES **ENE** 3031 NW 60TH STREET

1/4-1/2 FORT LAUDERDALE, FL 33309

0.339 mi.

1790 ft. Site 3 of 4 in cluster N

Relative: DWM CONTAM:

Higher A. W. INDUSTRIES Name: Address: 3031 NW 60TH STREET Actual: 8 ft. City, State, Zip: FORT LAUDERDALE, FL

Program Site Id: ERIC_10291

Lat DD: 26 Lat MM: 12 Lat SS: 3.0331 Long DD: 80 Long MM: 11 Long SS: 11.5176 Office/ District: SED

Program Area: RESPONSPARTY Priority Score: Not reported Datum: WGS84 **DPHO** Method: Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Not reported Rank: Operator: Not reported Phone: Not reported Name Changed: Not reported Not reported Addr Changed: Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported Not reported RP Address2:

DWM CONTAM S117359193 **RESP PARTY** N/A

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Direction Distance

Elevation Site Database(s) EPA ID Number

A. W. INDUSTRIES (Continued)

S117359193

EDR ID Number

RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported Not reported RP Phone: RP Extension: Not reported Site Manager: Paul Wierzbicki

RESP PARTY:

Name: A. W. INDUSTRIES
Address: 3031 NW 60TH STREET
City,State,Zip: FORT LAUDERDALE, FL 33309

District: Southeast District

Site Id: 300203
Project Id: 321964
Site Status: CLOSED
Project Manager: WIERZBICKI_P
OGC Case Number: Not reported
Initial Date Received: 03/12/1991
Contaminants: Not reported

Offsite Cont Impact: N

Priority Score:

Datum:

WGS84

Method ID:

Peature:

Object Of Interest:

Not reported

Not reported

CAP_RAP SITE

Proximity To Object: APPRX
Collect Username: WIERZBICKI_P

Collect Affiliation: Florida Department of Environmental Protection

Collect Program Id: CL

Collect Date: 03/31/2010

Map Series Used: 2004_DOQQ

Map Source Scale: 5000

Interpolation Scale: 5000

Coordinate Accuracy Id: 3

Verify Method Id: DPHO

Verifier Username: WIERZBICKI_P

Verifier Affiliation: Florida Department of Environmental Protection

Verifying Program Id: CL

Verification Date: 03/31/2010
Decode for District: Southeast District
Decode for Datum: Geodetic Survey of 1984

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: No, the best available evidence (such as completed SAR) demonstrates

that contamination above applicable standards or criteria DOES NOT

extend offsite.

Decode for V_Method: Digital Aerial Photography With Ground Control

Latitude/Longitude (deg/min/sec): 26 12 / 80 11 Not reported Source Facility Name: Source Facility ID: Not reported Program: Not reported Program Type: Not reported Program Status: Not reported WMD: Not reported ICR Indicator: Not reported Discharge Date: Not reported

Direction Distance

Elevation Site Database(s) **EPA ID Number**

A. W. INDUSTRIES (Continued)

S117359193

EDR ID Number

GIS ALBX: Not reported GIS ALBY: Not reported Site Manager: Not reported Site Phase Description: Not reported Offsite Contamination Key: Not reported Not reported Documents: Not reported Objectid:

N70 A W INDUSTRIES INC SEMS-ARCHIVE 1003867568 FLD039261292

ENE 3031 NW 60 STREET 1/4-1/2 FT LAUDERDALE, FL 33309

0.339 mi.

1790 ft. Site 4 of 4 in cluster N

SEMS Archive: Relative: Higher 0400619 Site ID: EPA ID: FLD039261292 Actual: Name: A W INDUSTRIES INC 8 ft. Address: 3031 NW 60 STREET

> Address 2: Not reported

City,State,Zip: FT LAUDERDALE, FL 33309

Cong District: 15 FIPS Code: 12011 FF: Ν

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 Site ID: 0400619 EPA ID: FLD039261292 Site Name: A W INDUSTRIES INC

NPL: Ν FF: Ν OU: 00 Action Code: VS

ARCH SITE Action Name:

SEQ:

Start Date: Not reported Finish Date: 1996-01-23 05:00:00 Qual: Not reported Current Action Lead: EPA Perf In-Hse

Region: 04 Site ID: 0400619 EPA ID: FLD039261292 Site Name: A W INDUSTRIES INC

NPL: N FF: Ν OU: 00 Action Code: SI SI Action Name: SEQ:

Start Date: 1990-01-09 05:00:00 Finish Date: 1991-10-29 05:00:00

Qual: **EPA Perf Current Action Lead:**

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

A W INDUSTRIES INC (Continued)

1003867568

Region: 04 Site ID: 0400619 EPA ID: FLD039261292 Site Name: A W INDUSTRIES INC

NPL: Ν FF: Ν OU: 00 Action Code: DS Action Name: **DISCVRY** SEQ:

1985-06-01 05:00:00 Start Date: 1985-06-01 05:00:00 Finish Date: Qual: Not reported **Current Action Lead: EPA Perf**

Region: 04 Site ID: 0400619 EPA ID: FLD039261292 Site Name: A W INDUSTRIES INC

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported 1986-02-26 05:00:00 Finish Date:

Qual:

Current Action Lead: St Perf

071 LONE STAR OF FLORIDA SEMS-ARCHIVE 1000198738

wsw 3850 W PROSPECT RD 1/4-1/2 FT LAUDERDALE, FL 33309

0.345 mi.

1824 ft. Site 1 of 2 in cluster O

SEMS Archive: Relative: Higher Site ID: 0401172 EPA ID: FLD981029929 Actual: 8 ft.

Name: LONE STAR OF FLORIDA Address: 3850 W PROSPECT RD

Address 2: Not reported

City,State,Zip: FT LAUDERDALE, FL 33309

Cong District: 15 FIPS Code: 12011 FF: Ν

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

04 Region: Site ID: 0401172 EPA ID: FLD981029929

Site Name: LONE STAR OF FLORIDA

NPL: Ν FF: Ν OU: 00 FLD981029929

Direction Distance

Elevation Site Database(s) EPA ID Number

LONE STAR OF FLORIDA (Continued)

1000198738

EDR ID Number

Action Code: VS

Action Name: ARCH SITE

SEQ:

 Start Date:
 2017-02-13 05:00:00

 Finish Date:
 2017-02-13 05:00:00

 Qual:
 Not reported

 Current Action Lead:
 EPA Perf In-Hse

 Region:
 04

 Site ID:
 0401172

 EPA ID:
 FLD981029929

Site Name: LONE STAR OF FLORIDA

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 OO

Action Name: SITE REASS

SEQ:

Start Date: Not reported
Finish Date: 2002-03-01 05:00:00

Qual: N

Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0401172

 EPA ID:
 FLD981029929

Site Name: LONE STAR OF FLORIDA

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

SEQ:

 Start Date:
 1985-06-01 05:00:00

 Finish Date:
 1985-06-01 05:00:00

 Qual:
 Not reported

 Current Action Lead:
 EPA Perf

 Region:
 04

 Site ID:
 0401172

 EPA ID:
 FLD981029929

Site Name: LONE STAR OF FLORIDA

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 SI

 Action Name:
 SI

 SEQ:
 1

Start Date: Not reported Finish Date: 1989-08-24 04:00:00

Qual: H
Current Action Lead: EPA Perf

 Region:
 04

 Site ID:
 0401172

 EPA ID:
 FLD981029929

Site Name: LONE STAR OF FLORIDA

Direction Distance

Elevation Site Database(s) EPA ID Number

LONE STAR OF FLORIDA (Continued)

1000198738

S126411042

N/A

CLEANUP SITES

DWM CONTAM

RESP PARTY

EDR ID Number

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

Start Date: Not reported Finish Date: 1986-03-31 05:00:00

Qual: L
Current Action Lead: St Perf

O72 LONE STAR OF FLORIDA
WSW 3850 W PROSPECT RD
1/4-1/2 FORT LAUDERDALE, FL 33309

0.345 mi.

1824 ft. Site 2 of 2 in cluster O

Relative: CLEANUP SITES:
Higher Name: LONE STAR OF FLORIDA

Actual:Address:3850 W PROSPECT RD8 ft.City,State,Zip:FORT LAUDERDALE, FL 33309

DEP Cleanup Site Key: 70492141 Source Database Name: Not reported Source Database Id: ERIC_8628 CPAC Program Area Id: CU CLLC Cleanup Category Key: **OTHCU** RSC2 Remediation Status Key: **OPEN** Data Load Date: 02/22/2022 OC3 Office Id: SED

Physical Address Line 2: Not reported OIC Object Of Interest Id: FACIL PC2 Proximity Id: APPRX Calc Coordinates Accuracy Level Id: 6

CMC2 Coordinate Method Id: Not reported

DC4 Datum Id: North American Datum of 1983

VSC1 Verification Status: Not reported BARTLETT_E Collect Username: Collect Date: Not reported Not reported Collect Affiliation: Map Source: Not reported Map Source Scale: Not reported Interpolation Scale: Not reported Not reported Verifier Username: Verifier Affiliation: Not reported Verification Date: Not reported Verified Coordinate Method Id: Not reported Source Database Name Code: **ERIC** CMC2 Coordinate Method ID Code: Not reported DC4 Datum ID Code: NAD83 Verified Coordinate Method ID Code: Not reported Comments: Alternate ID:

DWM CONTAM:

Latitude/Longitude (deg/min/sec):

Name: LONE STAR OF FLORIDA Address: 3850 W PROSPECT RD

26 11 / 80 11

Direction

Elevation Site Database(s) EPA ID Number

LONE STAR OF FLORIDA (Continued)

S126411042

EDR ID Number

City, State, Zip: FORT LAUDERDALE, FL

 Program Site Id:
 ERIC_8628

 Lat DD:
 26

 Lat MM:
 11

 Lat SS:
 52

 Long DD:
 80

 Long MM:
 11

 Long SS:
 45

Office/ District: SED Program Area: RESPONSPARTY Priority Score: Not reported NAD83 Datum: Method: Not reported Facility Status: Open Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported

RESP PARTY:

RP Extension:

Site Manager:

Name: LONE STAR OF FLORIDA
Address: 3850 W PROSPECT RD
City, State, Zip: FORT LAUDERDALE, FL 33309

Not reported

Ferda Yilmaz

District: Southeast District Site Id: ERIC_8628 Project Id: Not reported Site Status: **OPEN** Project Manager: Not reported OGC Case Number: Not reported Initial Date Received: Not reported Not reported Contaminants: Offsite Cont Impact: Not reported Priority Score: Not reported Datum: NAD83 Method ID: Not reported Not reported Feature: **FACIL** Object Of Interest: Proximity To Object: **APPRX** Collect Username: BARTLETT_E

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

LONE STAR OF FLORIDA (Continued)

S126411042

Collect Affiliation: Not reported Not reported Collect Program Id: Collect Date: Not reported Map Series Used: Not reported Map Source Scale: Not reported Interpolation Scale: Not reported

Coordinate Accuracy Id:

Verify Method Id: Not reported Verifier Username: Not reported Verifier Affiliation: Not reported Verifying Program Id: Not reported Verification Date: Not reported Decode for District: Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Not reported Decode for Off Site COC: Not reported Decode for V_Method: Not reported Latitude/Longitude (deg/min/sec): 26 11 / 80 11

LONE STAR OF FLORIDA Source Facility Name:

Source Facility ID: 136846

Program: Responsible Party Cleanup

RESPONSPARTY Program Type:

Program Status: **ACTIVE** WMD: **SFWMD** ICR Indicator: Ν

Discharge Date: Not reported GIS ALBX: 779502.60927 GIS ALBY: 249551.61758 Site Manager: Ferda Yilmaz Site Phase Description: Phase 0 - Discovery CONTAMUNKNOWN Offsite Contamination Key:

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8628/gis-facility!search

Objectid:

73 **RUDY'S STONE COMPANY SEMS-ARCHIVE** 1003868847 **ESE** 2802 N.W.55TH COURT FLD032286817

1/4-1/2 0.350 mi. 1849 ft.

Relative: SEMS Archive:

Higher Site ID: 0404304 FLD032286817 EPA ID: Actual: 5 ft.

FT. LAUDERDALE, FL 33309

Name: **RUDY'S STONE COMPANY** Address: 2802 N.W.55TH COURT

Address 2: Not reported

FT. LAUDERDALE, FL 33309 City,State,Zip:

Cong District: 15 FIPS Code: 12011 FF: Ν

NPL:

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 Site ID: 0404304 EPA ID: FLD032286817

Site Name: **RUDY'S STONE COMPANY**

Page 313 of 869

Direction Distance

Distance Elevation Site EDR ID Number Database(s) EPA ID Number

RUDY'S STONE COMPANY (Continued)

1003868847

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ:

Start Date: Not reported
Finish Date: 1986-08-18 04:00:00
Qual: Not reported
Current Action Lead: EPA Perf In-Hse

 Region:
 04

 Site ID:
 0404304

 EPA ID:
 FLD032286817

Site Name: RUDY'S STONE COMPANY

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 DS

 Action Name:
 DISCVRY

SEQ:

 Start Date:
 1986-07-22 04:00:00

 Finish Date:
 1986-07-22 04:00:00

 Qual:
 Not reported

Current Action Lead: Rot report

 Region:
 04

 Site ID:
 0404304

 EPA ID:
 FLD032286817

Site Name: RUDY'S STONE COMPANY

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 PA

 Action Name:
 PA

 SEQ:
 1

Start Date: Not reported Finish Date: 1986-08-18 04:00:00

Qual: N
Current Action Lead: St Perf

LINPRO LONESTAR LAND PARTNERS LTD 5350-5400 NW 35TH TERRACE

FORT LAUDERDALE, FL 33309

UST DWM CONTAM

LUST

U003340281 N/A

1/4-1/2 0.354 mi. 1867 ft.

74 SSW

Relative: LUST: Higher Nam

Name: LINPRO LONESTAR LAND PARTNERS LTD

 Actual:
 Address:
 5350-5400 NW 35TH TERRACE

 8 ft.
 City,State,Zip:
 FORT LAUDERDALE, FL 33309

Region: STATE
Facility Id: 8735329
Facility Status: CLOSED

Facility Type: C - Fuel user/Non-retail

Facility Phone: (305)994-8778 Facility Cleanup Rank: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

LINPRO LONESTAR LAND PARTNERS LTD (Continued)

U003340281

EDR ID Number

District: Southeast District

Lat/Long (dms): 26 11 36.5082 / 80 11 56.9964

 Section:
 18

 Township:
 49S

 Range:
 42E

 Feature:
 Not reported

 Method:
 UNVR

 Datum:
 0

 Score:
 75

Score Effective Date: 1999-03-24 00:00:00

Score When Ranked: Not reported

Operator: LINPRO LONESTAR LAND PARTNERS

Name Update: 2003-11-06 00:00:00

Address Update: Not reported

Discharge Cleanup Summary:

Discharge Date: 5/26/1987
PCT Discharge Combined: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 7/2/2001
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Eligibility Indicator: E - ELIGIBLE
Site Manager: MCFARLANE_S
Site Mgr End Date: 6/22/2001

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Petroleum Cleanup Program Eligibility:

Facility ID: 8735329
Discharge Date: 5/26/1987
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 7/2/2001
Cleanup Work Status: COMPLETED
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: E - EARLY DETECTION INCENTIVE

Eligibility Status: Not reported
Elig Status Date: Not reported
Letter Of Intent Date: Not reported
Redetermined: Not reported
Inspection Date: Not reported
Site Manager: MCFARLANE_S

Site Mgr End Date: 6/22/2001

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount:
Deductible Paid To Date:
Co-Pay Amount:
Co-Pay Paid To Date:
Not reported
Not reported
Not reported
Not reported
Not reported
Not reported

Contaminated Media:

Discharge Date: 5/26/1987
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED

Page 315 of 869

Direction Distance

Elevation Site Database(s) EPA ID Number

LINPRO LONESTAR LAND PARTNERS LTD (Continued)

Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 7/2/2001
Cleanup Work Status: COMPLETED
Information Source: E - EDI
Other Source Description: Not reported
Elig Indicator: E - ELIGIBLE
Site Manager: MCFARLANE_S
Site Mgr End Date: 6/22/2001

Tank Office: PCLP6 - BROWARD CNTY ENVIRONME

Contaminated Drinking Wells: 0
Contaminated Monitoring Well: Yes
Contaminated Soil: Yes
Contaminated Surface Water: No
Contaminated Ground Water: Yes

Pollutant: Z - Other Non Regulated

Pollutant Other Description: Not reported Gallons Discharged: Not reported

Task Information:

District: SED
Facility ID: 8735329
Facility Status: CLOSED

Facility Type: C - Fuel user/Non-retail -

County: BROWARD

County ID: 6
Cleanup Eligibility Status: E

Source Effective Date: 06-22-2001 Discharge Date: 05-26-1987

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: NFA - NFA COMPLETE

Disch Cleanup Status Date: 07-02-2001

SRC Action Type: NFA - NO FURTHER ACTION

SRC Submit Date: 03-21-2001 SRC Review Date: 03-28-2001 A - APPROVED SRC Completion Status: SRC Issue Date: 07-02-2001 SRC Comment: Not reported Cleanup Work Status: COMPLETED Site Mgr: MCFARLANE_S Site Mgr End Date: 06-22-2001

Tank Office: PCLP6 - Broward County

SR Task ID: 26118
SR Cleanup Responsible: ST - STATE

SR Funding Eligibility Type:

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: Not reported SR Oral Date: Not reported SR Written Date: Not reported Not reported SR Soil Removal: SR Free Product Removal: Not reported Not reported SR Soil Tonnage Removed: SR Soil Treatment: Not reported SR Other Treatment: Not reported SR Alternate Proc Received Date: Not reported SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported

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EDR ID Number

U003340281

Direction
Distance

Elevation Site Database(s) EPA ID Number

LINPRO LONESTAR LAND PARTNERS LTD (Continued)

U003340281

EDR ID Number

SA Task ID: 26119 SA Cleanup Responsible: ST - STATE

SA Funding Eligibility Type: -

SA Actual Cost:

SA Completion Date:

SA Payment Date:

RAP Task ID:

Not reported

Not reported

Not reported

26120

RAP Cleanup Responsible ID: LP - LOCAL PROGRAM

RAP Funding Eligibility Type:

RAP Actual Cost:

RAP Completion Date:

RAP Payment Date:

RAP Last Order Approved:

RA Task ID:

Not reported

Not reported

Not reported

26121

RA Cleanup Responsible: LP - LOCAL PROGRAM

RA Funding Eligibility Type: - RA Years to Complete: 0

RA Actual Cost: Not reported

Click here for Florida Oculus:

UST:

Facility ID: 8735329

Name: LINPRO LONESTAR LAND PARTNERS LTD

Address: 5350-5400 NW 35TH TERRACE City, State, Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 3059948778
Facility Status: CLOSED
Facility Type: C

Type Description: Fuel user/Non-retail

Depco: P Region: S

Region: STATE Positioning Method: UNVR

Latitude/Longitude: 26 11 40 / 80 11 40

UST:

Tank ID: 2
Tank Capacity: 5000

Tank Location: UNDERGROUND

Tank Status: B

Status Date: 08/31/1987 Install Date: Not reported

Substance: A

Content Description:

Vessel Indicator:

DEP Contractor:

Leaded Gas

TANK

P

Tank ID: 1 Tank Capacity: 5000

Tank Location: UNDERGROUND

Tank Status:

Status Date: 08/31/1987 Install Date: Not reported

Substance: A

Content Description:

Vessel Indicator:

DEP Contractor:

Leaded Gas
TANK
P

Page 317 of 869

Distance

Elevation Site Database(s) EPA ID Number

LINPRO LONESTAR LAND PARTNERS LTD (Continued)

Tank ID: 3
Tank Capacity: 5000

Tank Location: UNDERGROUND

Tank Status:

Status Date: 08/31/1987 Install Date: Not reported

Substance:

Content Description:

Vessel Indicator:

DEP Contractor:

Leaded Gas

TANK

P

DWM CONTAM:

Name: LINPRO LONESTAR LAND PARTNERS LTD

Address: 5350-5400 NW 35TH TERRACE

City,State,Zip: FORT LAUDERDALE, FL

Program Site Id: 8735329 Lat DD: 26 Lat MM: 11 Lat SS: 40 Long DD: 80 Long MM: 11 Long SS: 40 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 75

Datum: Not reported Method: **UNVR** Facility Status: **CLOSED** Not reported Facility Type: Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Not reported Contact: RP Phone: Not reported RP Extension: Not reported Site Manager: Not reported **EDR ID Number**

Direction Distance

Relative:

EDR ID Number Elevation Site Database(s) **EPA ID Number**

P75 THE DRYCLEANERS **PRIORITYCLEANERS** S111409579

BROWARD CO. HM

NE 3097 NW 62ND ST AIRS N/A **DRYCLEANERS**

1/4-1/2 FT. LAUDERDALE, FL 33309 0.363 mi.

1917 ft. Site 1 of 4 in cluster P

PRIORITYCLEANERS: Higher Name: THE DRYCLEANERS Address: 3097 NW 62ND ST Actual:

City,State,Zip: FT. LAUDERDALE, FL 33309 8 ft.

> Rank: Issued Site Rehabilitation Completion Order

Facility ID: 9502204

140 Score: Voluntary Cleanup: Not reported

AIRS:

THE DRY CLEANER Name: Address: 3097 NW 62ND STREET City, State, Zip: FORT LAUDERDALE, FL 33309

Facility ID: 112229 Facility Status: SEBR Office: **POINT** Category: Owner Name: Ibrahim Corp SIC Code: Personal Services

Title V:

Contact Name: Not reported Contact Address: Not reported Contact Address 2: Not reported Contact City: Not reported Issue Date: 06/16/2016 Contact Zip Code: Not reported Contact Zip4: Not reported Contact Phone: Not reported Contact EMail: Not reported 0112229005AG Permit Number: **Expiration Date:** 06/16/2021 UTM Zone: 17 2898.36

UTM North: **UTM East:** 581.22 Latitude Direction: 26 Latitude Minute: 12 Latitude Second: 9 Longitude Direction: 80 Longitude Minute: 11 Longitude Second:

NAICS: Drycleaning And Laundry Services (Except Coin-Operated)

Type: Dry Cleaner Primary Resp. Official: Not reported Primary Resp. Official Address 1: Not reported Primary Resp. Official Address2: Not reported Primary Resp. Official City: Not reported Primary Resp. Official State: Not reported Primary Resp. Official Zip5: Not reported Primary Resp. Official Phone: Not reported Primary Resp. Official Email: Not reported Owner/Auth. Representative Address1: 3097 Nw 62nd St Owner/Auth. Representative Address2: Not reported Owner/Auth. Representative City: Fort Lauderdale

Distance
Elevation Site

Elevation Site Database(s) EPA ID Number

THE DRYCLEANERS (Continued)

S111409579

EDR ID Number

Owner/Auth. Representative State: FL
Owner/Auth. Representative Zip5: 33309
Owner/Auth. Representative Phone: 954-970-4020
Owner/Auth. Representative Email: monaehab@msn.com

DRYCLEANERS:

Name: THE DRY CLEANER Address: 3097 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility ID: 9502204
Facility Type: Drycleaner
Facility Status: OPEN
Facility Phone: (561)212-8723
Owner ID: 40930

Owner Role: ACCOUNT OWNER
Owner Name: IBRAHIM CORP
Owner Contact: IBRAHIM, SOBHI
Owner Address: 20843 VIA MADIERA

Owner Addr2: Not reported

Owner City,St,Zip: BOCA RATON, FL 33433

RP Phone: (561)482-7513 Start Date: 07/18/1995

Name: THE DRY CLEANER Address: 3097 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility ID: 9502204
Facility Type: Drycleaner
Facility Status: OPEN
Facility Phone: (561)212-8723

Owner ID: 40930

Owner Role: FACILITY OWNER
Owner Name: IBRAHIM CORP
Owner Contact: IBRAHIM, SOBHI
Owner Address: 20843 VIA MADIERA

Owner Addr2: Not reported

Owner City,St,Zip: BOCA RATON, FL 33433

RP Phone: (561)482-7513 Start Date: 07/18/1995

Name: THE DRY CLEANER Address: 3097 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility ID: 9502204
Facility Type: Drycleaner
Facility Status: OPEN
Facility Phone: (561)212-8723

Owner ID: 57310

Owner Role: PROPERTY OWNER
Owner Name: ROSAS PLAZA
Owner Contact: ROSA PAYAN
Owner Address: PO BOX 9327
Owner Addr2: ATTN: ROSA PAYAN
Owner City, St, Zip: CORAL SPRINGS, FL 33075

RP Phone: (954)294-5454 Start Date: 12/27/2004

Direction Distance

EDR ID Number Elevation Site **EPA ID Number** Database(s)

THE DRYCLEANERS (Continued)

S111409579

ECHO

BROWARD CO. HM:

Name: THE DRY CLEANER Address: 3097 NW 62ND ST

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: **BROWARD** Facility ID: 01702 Alt Location: Not reported Facility Status: **OPEN**

P76 **DRY CLEANER** RCRA NonGen / NLR 1000107504 FLD982129702 NE 859 E COMMERCIAL BLVD **FINDS**

1/4-1/2 OAKLAND PARK, FL 33334

DWM CONTAM 0.363 mi. **RESP PARTY** 1917 ft. Site 2 of 4 in cluster P

Relative: RCRA NonGen / NLR:

Higher Date Form Received by Agency: 20100922

DRY CLEANER Handler Name: Actual:

Handler Address: 859 E COMMERCIAL BLVD 8 ft. Handler City, State, Zip: **OAKLAND PARK, FL 33334-3241**

EPA ID: FLD982129702 Contact Name: JOEL LISS Contact Address: E COMMERCIAL BLVD

Contact City, State, Zip: **OAKLAND PARK, FL 33334-3241**

Contact Telephone: 305-772-1043 Contact Fax: Not reported Contact Email: Not reported Contact Title: **PRES** EPA Region: 04 Land Type: Private

Not a generator, verified Federal Waste Generator Description:

Non-Notifier: Not reported Biennial Report Cycle: Not reported Accessibility: Not reported Active Site Indicator: Not reported

State District Owner: FL State District: SE

Mailing Address: E COMMERCIAL BLVD

Mailing City, State, Zip: **OAKLAND PARK, FL 33334-3241**

Owner Name: **JOEL LISS** Owner Type: Private Operator Name: Not reported Operator Type: Not reported Short-Term Generator Activity: No

Importer Activity: No Mixed Waste Generator: No Transporter Activity: No Transfer Facility Activity: Nο Recycler Activity with Storage: No Small Quantity On-Site Burner Exemption: No Smelting Melting and Refining Furnace Exemption: No **Underground Injection Control:** No

Off-Site Waste Receipt: No Universal Waste Indicator: No Universal Waste Destination Facility: No Federal Universal Waste: No

Active Site Fed-Reg Treatment Storage and Disposal Facility: Not reported Map ID MAP FINDINGS
Direction

Distance EDR ID Number Elevation Site EDR ID Number Database(s) EPA ID Number

DRY CLEANER (Continued) 1000107504

Active Site Converter Treatment storage and Disposal Facility:

Not reported

Active Site State-Reg Treatment Storage and Disposal Facility:

Not reported

Active Site State-Reg Handler:

Federal Facility Indicator: Not reported

Hazardous Secondary Material Indicator:

Sub-Part K Indicator: Not reported

Commercial TSD Indicator: No

Treatment Storage and Disposal Type: Not reported 2018 GPRA Permit Baseline: Not on the Baseline 2018 GPRA Renewals Baseline: Not on the Baseline Permit Renewals Workload Universe: Not reported Not reported Permit Workload Universe: Permit Progress Universe: Not reported Post-Closure Workload Universe: Not reported Closure Workload Universe: Not reported

202 GPRA Corrective Action Baseline:

Corrective Action Workload Universe:

No Subject to Corrective Action Universe:

No Non-TSDFs Where RCRA CA has Been Imposed Universe:

TSDFs Potentially Subject to CA Under 3004 (u)/(v) Universe:

No TSDFs Only Subject to CA under Discretionary Auth Universe:

No

Corrective Action Priority Ranking: No NCAPS ranking

Environmental Control Indicator: No
Institutional Control Indicator: No
Human Exposure Controls Indicator: N/A
Groundwater Controls Indicator: N/A

Operating TSDF Universe: Not reported Full Enforcement Universe: Not reported

Significant Non-Complier Universe: No Unaddressed Significant Non-Complier Universe: No Addressed Significant Non-Complier Universe: No Significant Non-Complier With a Compliance Schedule Universe: No

Financial Assurance Required: Not reported Handler Date of Last Change: 20110623 Recognized Trader-Importer: No Recognized Trader-Exporter: No Importer of Spent Lead Acid Batteries: No Exporter of Spent Lead Acid Batteries: No Recycler Activity Without Storage: No Manifest Broker: No Sub-Part P Indicator: Nο

Hazardous Waste Summary:

Waste Code: D002

Waste Description: CORROSIVE WASTE

Waste Code: F002

Waste Description: THE FOLLOWING SPENT HALOGENATED SOLVENTS: TETRACHLOROETHYLENE,

METHYLENE CHLORIDE, TRICHLOROETHYLENE, 1,1,1-TRICHLOROETHANE,

CHLOROBENZENE, 1,1,2-TRICHLORO-1,2,2-TRIFLUOROETHANE, ORTHO-DICHLOROBENZENE, TRICHLOROFLUOROMETHANE, AND 1,1,2,

TRICHLOROETHANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F004, AND F005; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND

SPENT SOLVENT MIXTURES.

Direction Distance Elevation

Site Database(s) EPA ID Number

DRY CLEANER (Continued) 1000107504

Handler - Owner Operator:

Owner/Operator Indicator:
Owner/Operator Name:
Uge Status:
Date Became Current:
Date Ended Current:
Owner
JOEL LISS
Private
19961018
Not reported

Owner/Operator Address: 859 E COMMERCIAL BLVD
Owner/Operator City, State, Zip: OAKLAND PARK, FL 33334-3241

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Owner/Operator Indicator:

Owner/Operator Name:

Legal Status:

Date Became Current:

Date Ended Current:

Not reported

Owner/Operator Address: 859 E COMMERCIAL BLVD
Owner/Operator City, State, Zip: OAKLAND PARK, FL 33334-3241

Owner/Operator Telephone:

Owner/Operator Telephone Ext:

Owner/Operator Fax:

Owner/Operator Email:

Not reported

Not reported

Not reported

Historic Generators:

Receive Date: 20100922

Handler Name: DRY CLEANER

Federal Waste Generator Description: Not a generator, verified

State District Owner: FL
Large Quantity Handler of Universal Waste: No
Recognized Trader Importer: No
Recognized Trader Exporter: No
Spent Lead Acid Battery Importer: No
Spent Lead Acid Battery Exporter: No
Current Record: Yes

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

Receive Date: 19900220

Handler Name: DRY CLEANER

Federal Waste Generator Description: Small Quantity Generator

State District Owner:

Large Quantity Handler of Universal Waste:

Recognized Trader Importer:

No
Recognized Trader Exporter:

No
Spent Lead Acid Battery Importer:

No
Spent Lead Acid Battery Exporter:

No
Current Record:

Non Storage Recycler Activity: Not reported Electronic Manifest Broker: Not reported

List of NAICS Codes and Descriptions:

NAICS Codes: No NAICS Codes Found

EDR ID Number

Direction Distance

Elevation Site Database(s) **EPA ID Number**

DRY CLEANER (Continued) 1000107504

Facility Has Received Notices of Violations:

Violations: No Violations Found

Evaluation Action Summary:

Evaluations: No Evaluations Found

FINDS:

Registry ID: 110005586375

Click Here:

Environmental Interest/Information System:

RCRAInfo is a national information system that supports the Resource Conservation and Recovery Act (RCRA) program through the tracking of events and activities related to facilities that generate, transport, and treat, store, or dispose of hazardous waste. RCRAInfo allows RCRA program staff to track the notification, permit, compliance, and corrective action activities required under RCRA.

Florida Environmental System Today Application (FIESTA) Data Maintenance (FDM) system maintains entity, environmental interest and

affiliation data for the State of Florida.

Click this hyperlink while viewing on your computer to access additional FINDS: detail in the EDR Site Report.

ECHO:

Envid: 1000107504 Registry ID: 110005586375

DFR URL: http://echo.epa.gov/detailed-facility-report?fid=110005586375

Name: DRY CLEANER

Address: 859 E COMMERCIAL BLVD City, State, Zip: OAKLAND PARK, FL 33334

DWM CONTAM:

Operator:

Name: DRY CLEANER Address: 3097 NW 62ND ST City, State, Zip: FORT LAUDERDALE, FL

Program Site Id: ERIC_10107

Lat DD: 26 Lat MM: 12 Lat SS: 10.2057 Long DD: 80 Long MM: 11 Long SS: 15.3367 Office/ District: SED

RESPONSPARTY Program Area: Priority Score: Not reported Datum: **HARN DPHO** Method: Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Not reported Score When Ranked: Rank: Not reported

Not reported

Page 324 of 869

EDR ID Number

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

DRY CLEANER (Continued)

1000107504

Phone: Not reported Not reported Name Changed: Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported Not reported RP Zip5: RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported La Smith Site Manager:

RESP PARTY:

DRY CLEANER Name: Address: 3097 NW 62ND ST City, State, Zip: FORT LAUDERDALE, FL Southeast District

District: Site Id: 52659 Project Id: 52659 Site Status: **CLOSED** Project Manager: SMITH LA OGC Case Number: Not reported Initial Date Received: 07/16/1996 Not reported Contaminants: Offsite Cont Impact: Not reported Priority Score: Not reported Datum: **HARN** Method ID: **UNKN** Feature: Not reported CAP_RAP SITE Object Of Interest:

Collect Username: STONE H Collect Affiliation: DEPARTMENT OF ENVIRONMENTAL PROTECTION

APPRX

Collect Program Id: CL

Proximity To Object:

Collect Date: 09/30/2005 Map Series Used: 1999 dogs Map Source Scale: 2809 Interpolation Scale: Not reported

Coordinate Accuracy Id: Verify Method Id: **DPHO** Verifier Username: STONE H

Verifier Affiliation: DEPARTMENT OF ENVIRONMENTAL PROTECTION

Verifying Program Id: CL 09/30/2005 Verification Date: Decode for District: Southeast District

Decode for Datum: High Accuracy Reference Network

Decode for Method: Unknown Method Decode for Off Site COC: Not reported

Decode for V Method: Digital Aerial Photography With Ground Control

Latitude/Longitude (deg/min/sec): 26 12 / 80 11 Source Facility Name: Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

DRY CLEANER (Continued) 1000107504

Source Facility ID: Not reported Not reported Program: Program Type: Not reported Program Status: Not reported WMD: Not reported ICR Indicator: Not reported Not reported Discharge Date: GIS ALBX: Not reported GIS ALBY: Not reported Site Manager: Not reported Site Phase Description: Not reported Offsite Contamination Key: Not reported Documents: Not reported Objectid: Not reported

P77 CYPRESS CREEK GAS STATION LLC LUST U003109768

NE 3091 NW 62ND ST UST N/A 1/4-1/2 FORT LAUDERDALE, FL 33309 CLEANUP SITES

0.366 mi.
1935 ft. Site 3 of 4 in cluster P Broward Co. EDIEAR

Relative:
Higher

Actual: LUST:

Financial Assurance
BROWARD CO. HM

Actual: LUST: 8 ft. Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST
City,State,Zip: FORT LAUDERDALE, FL 33309

Region: STATE
Facility Id: 9063935
Facility Status: OPEN

Facility Type: A - Retail Station Facility Phone: (954)970-0758

Facility Cleanup Rank: 353

District: Southeast District

Lat/Long (dms): 26 12 9.8569 / 80 11 14.7211

Section: Not reported Township: Not reported Range: Not reported Feature: Not reported Method: AGPS Datum: 0 Score: 75

Score Effective Date: 2005-07-28 00:00:00

Score When Ranked: 80

 Operator:
 MOHUMMOD HOSSAIN

 Name Update:
 2021-06-08 00:00:00

 Address Update:
 1999-02-03 00:00:00

Petroleum Cleanup PCT Facility Score:

Facility Cleanup Status: ONGO - ONGOING
Contact: ONGO - ONGOING
MOHUMMOD HOSSAIN

Contact Company: CYPRESS CREEK GAS STATION LLC

Contact Address: 3091 NW 62ND ST

Contact City/State/Zip: FORT LAUDERDALE, FL 33309

Phone: (954)970-0758

Bad Address Ind: N State: FL

Zip: 33309, 1709

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

Score: 75

Score Effective Date: 2005-07-28 00:00:00

Related Party ID: 81924

Primary RP Role: ACCOUNT OWNER
RP Begin Date: 2021-06-08
RP Zip: Not reported

RP Extension: Not reported

Discharge Cleanup Summary:

Discharge Date: 1/4/1995
PCT Discharge Combined: Not reported

Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 5/29/2001
Cleanup Work Status: COMPLETED
Information Source: Z - OTHER
Other Source Description: Not reported
Eligibility Indicator: I - INELIGIBLE
Site Manager: Not reported
Site Mgr End Date: Not reported

Tank Office: -

Discharge Date: 7/13/1998
PCT Discharge Combined: Not reported

Cleanup Required: R - CLEANUP REQUIRED

Discharge Cleanup Status: RA - RA ONGOING

Disch Cleanup Status Date: 8/16/2001 Cleanup Work Status: ACTIVE

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description:

Eligibility Indicator:

Site Manager:

Site Mgr End Date:

Not reported

E - ELIGIBLE

SINGLETON_D

Not reported

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Petroleum Cleanup Program Eligibility:

Facility ID: 9063935
Discharge Date: 1/4/1995
Pct Discharge Combined With: Not reported

Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 5/29/2001
Cleanup Work Status: COMPLETED
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM

Eligibility Status: Not reported
Elig Status Date: Not reported
Letter Of Intent Date: Not reported
Redetermined: Not reported
Inspection Date: Not reported
Site Manager: Not reported
Site Mgr End Date: Not reported

Tank Office:

Deductible Amount:
Deductible Paid To Date:
Co-Pay Amount:
Not reported
Not reported

Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

Co-Pay Paid To Date:

Cap Amount:

Not reported

Not reported

Not reported

Not reported

Pacility ID:

9063935

7/13/1998

Pct Discharge Combined With:

Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: RA - RA ONGOING

Disch Cleanup Status Date: 8/16/2001
Cleanup Work Status: ACTIVE
Information Source: Not reported
Other Source Description: Not reported
Application Received Date: Not reported

Cleanup Program: P - PETROLEUM LIABILITY AND RESTORATION INSURANCE PROGRAM

Eligibility Status:

Not reported
Elig Status Date:

Not reported
Letter Of Intent Date:

Redetermined:
Inspection Date:

Site Manager:

Site Mgr End Date:

Not reported
Not reported
Not reported
Not reported
Not reported
Not reported

Tank Office: PCLP6 - BROWARD CNTY ENVIRONMENTAL PROTECTION DEPT

Deductible Amount:

Deductible Paid To Date:

Co-Pay Amount:

Co-Pay Paid To Date:

Not reported

Not reported

Not reported

Not reported

Not reported

300000

Contaminated Media:

Discharge Date: 7/13/1998
Pct Discharge Combined With: Not reported

Cleanup Required: R - CLEANUP REQUIRED Discharge Cleanup Status: RA - RA ONGOING

Disch Cleanup Status Date: 8/16/2001 Cleanup Work Status: ACTIVE

Information Source: D - DISCHARGE NOTIFICATION

Other Source Description: 2 MW > 2 IN FFP
Elig Indicator: E - ELIGIBLE
Site Manager: SINGLETON_D
Site Mgr End Date: Not reported

Tank Office: PCLP6 - BROWARD CNTY ENVIRONME

Contaminated Drinking Wells: Not reported

Contaminated Monitoring Well: Yes
Contaminated Soil: No
Contaminated Surface Water: No
Contaminated Ground Water: Yes

Pollutant: A - Leaded Gas

Pollutant Other Description: VAPOR/VISIBLE SIGN OF DISCHARGE IN THE VICINITY

Gallons Discharged: Not reported

Task Information:

District: SED
Facility ID: 9063935
Facility Status: OPEN

Facility Type: A - Retail Station - County: BROWARD

County ID: 6
Cleanup Eligibility Status: I

Source Effective Date: Not reported

Exhibit 4 Page 328 of 869 Map ID MAP FINDINGS
Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Discharge Date: 01-04-1995

Cleanup Required: N - NO CLEANUP REQUIRED
Discharge Cleanup Status: NREQ - CLEANUP NOT REQUIRED

Disch Cleanup Status Date: 05-29-2001

SRC Action Type:

SRC Submit Date: Not reported SRC Review Date: Not reported

SRC Completion Status:

SRC Issue Date:

SRC Comment:

Cleanup Work Status:

Site Mgr:

Site Mgr End Date:

Not reported

COMPLETED

Not reported

Not reported

Tank Office:

SR Task ID: Not reported

SR Cleanup Responsible: SR Funding Eligibility Type: -

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: Not reported SR Oral Date: Not reported SR Written Date: Not reported SR Soil Removal: Not reported SR Free Product Removal: Not reported SR Soil Tonnage Removed: Not reported SR Soil Treatment: Not reported SR Other Treatment: Not reported SR Alternate Proc Received Date: Not reported SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported SA Task ID: Not reported

SA Cleanup Responsible: SA Funding Eligibility Type: -

RAP Actual Cost:

RAP Completion Date:

RAP Payment Date:

RAP Last Order Approved:

RA Task ID:

Not reported

Not reported

Not reported

Not reported

RA Cleanup Responsible: RA Funding Eligibility Type: -

RA Years to Complete:

RA Actual Cost:

District:

Facility ID:

Pacility Status:

Not reported

Not reported

Not reported

9063935

9063935

Facility Type: A - Retail Station -

County: BROWARD

County ID: 6
Cleanup Eligibility Status: E

Source Effective Date: Not reported

TC7016287.2s Page 177

CAM 23-0159

Exhibit 4

Page 329 of 869

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CYPRESS CREEK GAS STATION LLC (Continued)

Discharge Date: 07-13-1998

R - CLEANUP REQUIRED Cleanup Required: Discharge Cleanup Status: **RA - RA ONGOING**

Disch Cleanup Status Date: 08-16-2001

SRC Action Type:

SRC Submit Date: Not reported SRC Review Date: Not reported

SRC Completion Status:

SRC Issue Date: Not reported SRC Comment: Not reported Cleanup Work Status: **INACTIVE** Site Mgr: SINGLETON D Site Mgr End Date: Not reported

Tank Office: PCLP6 - Broward County

SR Task ID: Not reported

SR Cleanup Responsible: SR Funding Eligibility Type:

SR Actual Cost: Not reported SR Completion Date: Not reported SR Payment Date: Not reported SR Oral Date: Not reported SR Written Date: Not reported SR Soil Removal: Not reported SR Free Product Removal: Not reported SR Soil Tonnage Removed: Not reported SR Soil Treatment: Not reported SR Other Treatment: Not reported SR Alternate Proc Received Date: Not reported SR Alternate Procedure Status: Not reported SR Alternate Procedure Status Date: Not reported SR Alternate Procedure Comments: Not reported SA Task ID: 66431

SA Cleanup Responsible: SA Funding Eligibility Type:

SA Actual Cost: Not reported SA Completion Date: Not reported SA Payment Date: Not reported RAP Task ID: 64017 RAP Cleanup Responsible ID: RAP Funding Eligibility Type:

RAP Actual Cost: Not reported Not reported **RAP Completion Date: RAP Payment Date:** Not reported RAP Last Order Approved: Not reported RA Task ID: 65032

RA Cleanup Responsible: RA Funding Eligibility Type:

RA Years to Complete: Not reported RA Actual Cost: Not reported

Click here for Florida Oculus:

Broward Co. UST:

CYPRESS CREEK GAS STATION LLC Name:

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 069063935

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Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

Facility ID: 02403 Storage Tank ID: 02403-01 Tank Construction: E. Fiberglass Tank Size: 10000 Install Date: 01/28/1990 U. In-Service Tank Status: B. Unleaded Gasoline Substance: Tank Type: Underground

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

 DEP Site Id:
 069063935

 Facility ID:
 02403

 Storage Tank ID:
 02403-02

 Tank Construction:
 E. Fiberglass

 Tank Size:
 10000

 Install Date:
 01/28/1990

 Tank Status:
 U. In-Service

Substance: B. Unleaded Gasoline

Tank Type: Underground

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST
City,State,Zip: FORT LAUDERDALE, FL 33309

DEP Site Id: 069063935 Facility ID: 02403 Storage Tank ID: 02403-03 Tank Construction: E. Fiberglass 10000 Tank Size: Install Date: 01/28/1990 Tank Status: U. In-Service Substance: B. Unleaded Gasoline

Tank Type: Underground

UST:

Facility ID: 9063935

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Facility Phone: 9549700758
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

Depco: C
Region: STATE
Positioning Method: AGPS

Latitude/Longitude: 26 17 8 / 80 11 9

UST:

Tank ID: 2
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status: U

Status Date:

Install Date:

Substance:

Not reported
3/1/1990
B

Page 331 of 869

Distance Elevation Sit

Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

Content Description: Unleaded Gas
Vessel Indicator: TANK
DEP Contractor: C

Owner:

Owner ID: 81924

Owner Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address 2: Not reported

Owner City,State,Zip: FORT LAUDERDALE, FL 33309
Owner Contact: MOHUMMOD HOSSAIN

Owner Phone: 9549700758

Construction:

Tank ID: 1
Construction Category: A

Construction Description: Ball check valve

Tank ID: 1
Construction Category: E

Construction Description: Fiberglass

Tank ID: 1
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 2
Construction Category: A

Construction Description: Ball check valve

Tank ID: 2
Construction Category: E

Construction Description: Fiberglass

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: A

Construction Description: Ball check valve

Tank ID: 3
Construction Category: E

Construction Description: Fiberglass

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 1
Construction Category: 1

Construction Description: Double wall

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

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Map ID MAP FINDINGS Direction

Distance Elevation

on Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Piping:

Tank ID: 1
Piping Category: C
Piping Description: Fiberglass

Tank ID: 1 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 2 Piping Category: C

Piping Description: Fiberglass

Tank ID: 2 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 1
Piping Category: F

Piping Description: Double wall

Tank ID: 2 Piping Category: F

Piping Description: Double wall

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 1
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 2 Piping Category: K

Piping Description: Dispenser liners

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 1
Petro Monitoring Category: H

Page 333 of 869

EDR ID Number

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Monitoring Description: Mechanical line leak detector

Tank ID: 2
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 3
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 1
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 1
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 2
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 1
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 1 Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 2
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 2 Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 3
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 3
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

MAP FINDINGS Map ID Direction

Distance Elevation

Site Database(s) **EPA ID Number**

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 2 Petro Monitoring Category:

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3 Petro Monitoring Category:

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3 Tank Capacity: 10000

UNDERGROUND Tank Location:

Tank Status:

Status Date: Not reported Install Date: 3/1/1990 В

Substance: Content Description: **Unleaded Gas** Vessel Indicator: **TANK**

DEP Contractor: С

Owner:

Owner ID: 81924

Owner Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address 2: Not reported

Owner City, State, Zip: FORT LAUDERDALE, FL 33309 MOHUMMOD HOSSAIN

Owner Contact:

Owner Phone: 9549700758

Construction:

Tank ID: 1 Construction Category:

Construction Description: Ball check valve

Tank ID: 1 Construction Category: Ε

Construction Description: Fiberglass

Tank ID: 1 Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 2 Construction Category:

Construction Description: Ball check valve

2 Tank ID: Construction Category: Е

Construction Description: Fiberglass

Tank ID: 2 Construction Category: Μ

Construction Description: Spill containment bucket **EDR ID Number**

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 3
Construction Category: A

Construction Description: Ball check valve

Tank ID: 3 Construction Category: E

Construction Description: Fiberglass

Tank ID: 3
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 1
Construction Category: 1

Construction Description: Double wall

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Tank ID: 3 Construction Category: 1

Construction Description: Double wall

Piping:

Tank ID: 1
Piping Category: C

Piping Description: Fiberglass

Tank ID: 1
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 2
Piping Category: C
Piping Description: Fiberglass

Tank ID: 2

Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 1
Piping Category: F

Piping Description: Double wall

Tank ID: 2
Piping Category: F

Piping Description: Double wall

Map ID MAP FINDINGS Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 1
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 2 Piping Category: K

Piping Description: Dispenser liners

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 1
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 2
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 3
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 1
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 1
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 2
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 1
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Direction Distance Elevation

n Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 1
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 2
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 2
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 3
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 3
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 1
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 2
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 1
Tank Capacity: 10000

Tank Location: UNDERGROUND

Tank Status: U

Status Date: Not reported Install Date: 3/1/1990 Substance: B

Content Description: Unleaded Gas
Vessel Indicator: TANK
DEP Contractor: C

Owner:

Owner ID: 81924

Owner Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address 2: Not reported

Owner City,State,Zip: FORT LAUDERDALE, FL 33309
Owner Contact: MOHUMMOD HOSSAIN

Owner Phone: 9549700758

Construction:

Tank ID: 1
Construction Category: A

Construction Description: Ball check valve

EDR ID Number

Map ID MAP FINDINGS Direction

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 1
Construction Category: E

Construction Description: Fiberglass

Tank ID: 1
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 2
Construction Category: A

Construction Description: Ball check valve

Tank ID: 2
Construction Category: E

Construction Description: Fiberglass

Tank ID: 2
Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 3
Construction Category: A

Construction Description: Ball check valve

Tank ID: 3
Construction Category: E

Construction Description: Fiberglass

Tank ID: 3 Construction Category: M

Construction Description: Spill containment bucket

Tank ID: 1
Construction Category: 1

Construction Description: Double wall

Tank ID: 2
Construction Category: 1

Construction Description: Double wall

Tank ID: 3
Construction Category: I

Construction Description: Double wall

Piping:

Tank ID: 1
Piping Category: C

Piping Description: Fiberglass

Tank ID: 1
Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 2
Piping Category: C

Piping Description: Fiberglass

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 2 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 3
Piping Category: C

Piping Description: Fiberglass

Tank ID: 3 Piping Category: J

Piping Description: Pressurized piping system

Tank ID: 1
Piping Category: F

Piping Description: Double wall

Tank ID: 2
Piping Category: F

Piping Description: Double wall

Tank ID: 3
Piping Category: F

Piping Description: Double wall

Tank ID: 1
Piping Category: K

Piping Description: Dispenser liners

Tank ID: 2 Piping Category: K

Piping Description: Dispenser liners

Tank ID: 3
Piping Category: K

Piping Description: Dispenser liners

Monitoring:

Tank ID: 1
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 2
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 3
Petro Monitoring Category: H

Monitoring Description: Mechanical line leak detector

Tank ID: 1
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 1
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Map ID MAP FINDINGS
Direction

Distance EDR ID Number
Elevation Site EDR ID Number
Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Tank ID: 2
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 2
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 3
Petro Monitoring Category: F

Monitoring Description: Monitor dbl wall tank space

Tank ID: 3
Petro Monitoring Category: 4

Monitoring Description: Visual inspect dispenser liners

Tank ID: 1
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 1
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 2
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 2 Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 3
Petro Monitoring Category: M

Monitoring Description: Manual tank gauging - USTs

Tank ID: 3
Petro Monitoring Category: 3

Monitoring Description: Electronic monitor pipe sumps

Tank ID: 1
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 2
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

Tank ID: 3
Petro Monitoring Category: 2

Monitoring Description: Visual inspect pipe sumps

CLEANUP SITES:

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

City, State, Zip: FORT LAUDERDALE, FL 33309

DEP Cleanup Site Key: 70495924

Source Database Name: Storage Tank Contamination Monitoring

Source Database Id: 9063935 CPAC Program Area Id: TK **PETRO** CLLC Cleanup Category Key: RSC2 Remediation Status Key: ACTIVE Data Load Date: 02/22/2022 OC3 Office Id: SED Physical Address Line 2: Not reported OIC Object Of Interest Id: **FACIL** PC2 Proximity Id: **EXACT** Calc Coordinates Accuracy Level Id: 4

CMC2 Coordinate Method Id: Digital Aerial Photography With Ground Control

DC4 Datum Id: High Accuracy Reference Network

VSC1 Verification Status:

Collect Username:

Collect Date:

Collect Affiliation:

Map Source:

Map Source Scale:

REVIEWED

HYDE_J

12/29/2003

CONTRACTOR

1999 doqs

2963

Interpolation Scale:

Verifier Username:

Verifier Affiliation:

Verification Date:

Not reported
HYDE_J
CONTRACTOR
12/29/2003

Verified Coordinate Method Id: Digital Aerial Photography With Ground Control

Source Database Name Code: STCM
CMC2 Coordinate Method ID Code: DPHO
DC4 Datum ID Code: HARN
Verified Coordinate Method ID Code: DPHO
Comments: Not reported
Latitude/Longitude (deg/min/sec): 26 12 / 80 11

DWM CONTAM:

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Program Site Id: 9063935 Lat DD: 26 Lat MM: 17 Lat SS: 8 Long DD: 80 Long MM: 11 Long SS: 9 Office/ District: SFD

Program Area: STORAGE TANKS

Priority Score: 75

Datum: Not reported
Method: AGPS
Facility Status: CLOSED
Facility Type: A - Retail Station
Score Effective Date: 2005-07-28 00:00:00

Score When Ranked: 80 Rank: 353

Operator: Not reported Phone: Not reported Name Changed: Not reported

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MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

Addr Changed: Not reported

Related Party ID: 57310

Primary RP Role: ACCOUNT OWNER

RP Begin Date: 5/28/2015 RP Name: **ROSAS PLAZA** RP Address1: PO BOX 9327 RP Address2: ATTN: ROSA PAYAN RP City: **CORAL SPRINGS**

RP State: FL RP Zip5: 33075 RP Zip4: Not reported **ROSA PAYAN** Contact: RP Phone: (954)294-5454 RP Extension: Not reported Site Manager: Not reported

CYPRESS CREEK GAS STATION LLC Name:

3091 NW 62ND ST Address:

City, State, Zip: FORT LAUDERDALE, FL 33309

9063935 Program Site Id: Lat DD: 26 Lat MM: 17 Lat SS: 8 Long DD: 80 Long MM: 11 Long SS: 9 Office/ District: SED

Program Area: STORAGE TANKS

Priority Score: 75

Datum: Not reported Method: AGPS Facility Status: **OPEN**

Facility Type: A - Retail Station Score Effective Date: 2005-07-28 00:00:00

Score When Ranked: 80 Rank: 353

Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: 57310

Primary RP Role: ACCOUNT OWNER

RP Begin Date: 5/28/2015 RP Name: **ROSAS PLAZA** RP Address1: PO BOX 9327 RP Address2: ATTN: ROSA PAYAN RP City: **CORAL SPRINGS**

RP State: RP Zip5: 33075 RP Zip4: Not reported **ROSA PAYAN** Contact: RP Phone: (954)294-5454 RP Extension: Not reported Site Manager: SINGLETON_D

Broward Co. EDIEAR:

CYPRESS PETROLEUM/TEXACO Name:

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Direction Distance

Elevation Site Database(s) **EPA ID Number**

CYPRESS CREEK GAS STATION LLC (Continued)

Address: 3091 NW 62ND ST

FORT LAUDERDALE, FL 33309 City,State,Zip:

1963 Facility ID: Facility Department: 069063935 Program Type: **FDEP** Facility Type: **GAS STATION GASOLINE** Pollutant Type: Lead Agency: **BCEPD**

FL Financial Assurance 3:

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

FORT LAUDERDALE, FL 33309 City, State, Zip:

Region:

Facility ID: 9063935 Facility Phone: 9549700758 Facility Status: **OPEN** Facility Type: Α

Type Description: **Retail Station**

DEP CO: C

Finaincial Responsibility: **INSURANCE**

Insurance Company: **CRUM & FORSTER INDEMNITY**

Effective Date: 11/01/2014 Expire Date: 11/01/2015 Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

3091 NW 62ND ST Owner Address: Owner Address2: Not reported

Owner City, St, Zip: FORT LAUDERDALE, FL 33309 MOHUMMOD HOSSAIN Contact:

Resp Party Phone: 9549700758

CYPRESS CREEK GAS STATION LLC Name:

Address: 3091 NW 62ND ST

FORT LAUDERDALE, FL 33309 City,State,Zip: 3

Region:

Facility ID: 9063935 Facility Phone: 9549700758 Facility Status: **OPEN** Facility Type: Α

Type Description: **Retail Station**

DEP CO:

Finaincial Responsibility: **INSURANCE**

Insurance Company: CRUM & FORSTER SPECIALTY INS. CO.

Effective Date: 01/10/2020 01/10/2021 Expire Date: Owner ID: 81924

CYPRESS CREEK GAS STATION LLC Onwer Name:

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309 Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

CYPRESS CREEK GAS STATION LLC Name:

Address: 3091 NW 62ND ST

City,State,Zip: FORT LAUDERDALE, FL 33309

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EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

EDR ID Number

Region: 3

Facility ID: 9063935
Facility Phone: 9549700758
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: INSURANCE

Insurance Company: CRUM & FORSTER SPECIALTY INS. CO.

Effective Date: 11/01/2016
Expire Date: 11/01/2017
Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Region:

Facility ID: 9063935
Facility Phone: 9549700758
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO:

Finaincial Responsibility: INSURANCE Insurance Company: ZURICH-AMERICAN

Effective Date: 11/01/2008
Expire Date: 11/01/2009
Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 9063935
Facility Phone: 9549700758
Facility Status: OPEN
Facility Type: A

Type Description: Retail Station

DEP CO:

Finaincial Responsibility: INSURANCE Insurance Company: ZURICH-AMERICAN

Effective Date: 11/01/2009
Expire Date: 11/01/2010
Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

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Direction Distance

Elevation Site Database(s) EPA ID Number

CYPRESS CREEK GAS STATION LLC (Continued)

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 9063935

 Facility Phone:
 9549700758

 Facility Status:
 OPEN

 Facility Type:
 A

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: INSURANCE Insurance Company: ZURICH-AMERICAN

Effective Date: 11/01/2011 Expire Date: 11/01/2012 Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST

Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

 Region:
 3

 Facility ID:
 9063935

 Facility Phone:
 9549700758

 Facility Status:
 OPEN

 Facility Type:
 A

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: INSURANCE Insurance Company: ZURICH-AMERICAN

Effective Date: 11/01/2012 Expire Date: 11/01/2013 Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309
Contact: MOHUMMOD HOSSAIN

Resp Party Phone: 9549700758

Name: CYPRESS CREEK GAS STATION LLC

Address: 3091 NW 62ND ST

City, State, Zip: FORT LAUDERDALE, FL 33309

Region: 3

Facility ID: 9063935
Facility Phone: 9549700758
Facility Status: OPEN

EDR ID Number

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

CYPRESS CREEK GAS STATION LLC (Continued)

U003109768

S125961358

N/A

DWM CONTAM

Facility Type:

Type Description: Retail Station

DEP CO: C

Finaincial Responsibility: **INSURANCE** Insurance Company: Not reported 11/01/2010 Effective Date: Expire Date: 11/01/2011 Owner ID: 81924

Onwer Name: CYPRESS CREEK GAS STATION LLC

Owner Address: 3091 NW 62ND ST Owner Address2: Not reported

Owner City,St,Zip: FORT LAUDERDALE, FL 33309

MOHUMMOD HOSSAIN Contact: Resp Party Phone: 9549700758

BROWARD CO. HM:

CYPRESS CREEK GAS STATION LLC Name:

Address: 3091 NW 62ND ST

City,State,Zip: FORT LAUDERDALE, FL 33309

Region: **BROWARD** Facility ID: 02403 Alt Location: Not reported Facility Status: **OPEN**

P78 **DRYCLEANER - IBRAHIM CORP** NE 3097 W CYPRESS CREEK RD

FT LAUDERDALE, FL

1/4-1/2 0.374 mi.

1974 ft. Site 4 of 4 in cluster P

Relative: Higher

DWM CONTAM: Name: DRYCLEANER - IBRAHIM CORP 3097 W CYPRESS CREEK RD Address:

Actual: City,State,Zip: FT LAUDERDALE, FL 8 ft.

Program Site Id: **ERIC 4181**

> Lat DD: 26 Lat MM: 12 10.1941 Lat SS: Long DD: 80 Long MM: 11 14.9417 Long SS: Office/ District: SED

DRYCLEANING Program Area: Priority Score: Not reported Datum: NAD83 **WGPS** Method: Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported

Direction Distance

Distance Elevation Site EDR ID Number

Database(s) EPA ID Number

DRYCLEANER - IBRAHIM CORP (Continued)

S125961358

RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Not reported Site Manager:

Q79 VANDATA, INC. SEMS-ARCHIVE 1003867792
ENE 2944 NW 60 STREET FLD981026495

1/4-1/2 FT LAUDERDALE, FL 33309

0.412 mi.

2173 ft. Site 1 of 2 in cluster Q

Relative: SEMS Archive:

 Higher
 Site ID:
 0401125

 Actual:
 EPA ID:
 FLD981026495

 8 ft.
 Name:
 VANDATA, INC.

 Address:
 2944 NW 60 STREET

Address 2: Not reported

City, State, Zip: FT LAUDERDALE, FL 33309

 Cong District:
 15

 FIPS Code:
 12011

 FF:
 N

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

 Region:
 04

 Site ID:
 0401125

 EPA ID:
 FLD981026495

 Site Name:
 VANDATA, INC.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 VS

Action Name: ARCH SITE

SEQ:

Start Date: Not reported
Finish Date: 1990-12-04 05:00:00
Qual: Not reported
Current Action Lead: EPA Perf In-Hse

 Region:
 04

 Site ID:
 0401125

 EPA ID:
 FLD981026495

 Site Name:
 VANDATA, INC.

 NPL:
 N

 FF:
 N

 OU:
 00

 Action Code:
 SI

 Action Name:
 SI

 SEQ:
 1

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MAP FINDINGS Map ID

Direction Distance

Elevation Site Database(s) **EPA ID Number**

VANDATA, INC. (Continued) 1003867792

Start Date: Not reported 1990-12-04 05:00:00 Finish Date:

Qual: Current Action Lead: **EPA Perf**

Region: 04 Site ID: 0401125 EPA ID: FLD981026495 Site Name: VANDATA, INC.

NPL: Ν FF: Ν OU: 00 Action Code: DS Action Name: **DISCVRY**

SEQ:

Start Date: 1985-06-01 05:00:00 Finish Date: 1985-06-01 05:00:00 Qual: Not reported

Current Action Lead: EPA Perf

Region: 04 Site ID: 0401125 EPA ID: FLD981026495 Site Name: VANDATA, INC.

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported Finish Date: 1986-02-06 05:00:00

Qual: Current Action Lead: St Perf

Q80 VENDATA, INC M & M FOOTWEAR, INC. **DWM CONTAM** S127024199 **RESP PARTY** N/A

ENE 2944 NW 60 ST FORT LAUDERDALE, FL 33309 1/4-1/2

0.412 mi.

2173 ft. Site 2 of 2 in cluster Q

Relative: **DWM CONTAM:**

Higher Name: VENDATA, INC M & M FOOTWEAR, INC.

2944 NW 60 ST Address: Actual:

8 ft. City, State, Zip: FORT LAUDERDALE, FL Program Site Id: ERIC_8668

Lat DD: 26 Lat MM: 12 Lat SS: 1.288 Long DD: 80 Long MM: 11 Long SS: 5.4946 Office/ District: SED

Program Area: RESPONSPARTY Priority Score: Not reported NAD83 Datum: Method: **DPHO**

EDR ID Number

Direction Distance

Elevation Site Database(s) EPA ID Number

VENDATA, INC M & M FOOTWEAR, INC. (Continued)

S127024199

EDR ID Number

Facility Status: Closed Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Not reported Operator: Not reported Phone: Name Changed: Not reported Addr Changed: Not reported Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported RP Zip5: Not reported RP Zip4: Not reported Contact: Not reported RP Phone: Not reported RP Extension: Not reported Paul Wierzbicki Site Manager:

RESP PARTY:

Name: VENDATA, INC M & M FOOTWEAR, INC.

Address: 2944 NW 60 ST

City, State, Zip: FORT LAUDERDALE, FL 33309

District: Southeast District ERIC_8668 Site Id: Project Id: Not reported Site Status: CLOSED Project Manager: Not reported OGC Case Number: Not reported Not reported Initial Date Received: Contaminants: Not reported Offsite Cont Impact: Not reported Priority Score: Not reported NAD83 Datum: DPHO Method ID: Feature: Not reported Object Of Interest: **FACIL** Proximity To Object: **APPRX** Collect Username: WIERZBICKI_P Collect Affiliation: Not reported Collect Program Id: Not reported Collect Date: Not reported

Map Series Used: IMAGERY_11_13
Map Source Scale: 2500
Interpolation Scale: 2500
Coordinate Accuracy Id: 3

Verify Method Id:
Verifier Username:
Verifier Affiliation:
Verifying Program Id:
Verification Date:
Decode for District:
Not reported
Not reported
Not reported
Not reported
Southeast District

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Direction Distance

Elevation Site Database(s) EPA ID Number

VENDATA, INC M & M FOOTWEAR, INC. (Continued)

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: Not reported
Decode for V_Method: Not reported
Latitude/Longitude (deg/min/sec): 26 12 / 80 11

Source Facility Name: VENDATA, INC M & M FOOTWEAR, INC.

Source Facility ID: 138832

Program: Responsible Party Cleanup

Program Type: RESPONSPARTY
Program Status: COMPLETE
WMD: SFWMD
ICR Indicator: N

Discharge Date:

GIS ALBX:

GIS ALBY:

Site Manager:

Site Phase Description:

Offsite Contamination Key:

Not reported

780588.14

249871.64

Site Manager:

Paul Wierzbicki

Phase 0 - Discovery

CONTAMUNKNOWN

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8668/gis-facility!search

Objectid: 15404

R81 BUSINESS CARDS TOMORROW CLEANUP SITES

SSE 5255 NW 33RD AVENUE
1/4-1/2 FT LAUDERDALE, FL 33309

0.439 mi.

2316 ft. Site 1 of 2 in cluster R

Relative: CLEANUP SITES:

HigherName:BUSINESS CARDS TOMORROWActual:Address:5255 NW 33RD AVENUE

Actual: Address: 5255 NW 33RD AVENUE

6 ft. City,State,Zip: FT LAUDERDALE, FL 33309

DEP Cleanup Site Key: 70492370

Source Database Name: Not reported Source Database Id: ERIC_8701 CPAC Program Area Id: CU OTHCU CLLC Cleanup Category Key: RSC2 Remediation Status Key: **OPEN** Data Load Date: 02/22/2022 OC3 Office Id: SED Physical Address Line 2: Not reported OIC Object Of Interest Id: **FACIL** PC2 Proximity Id: **APPRX** Calc Coordinates Accuracy Level Id: 3

CMC2 Coordinate Method Id: Digital Aerial Photography With Ground Control

DC4 Datum Id: North American Datum of 1983

VSC1 Verification Status: Not reported
Collect Username: WATTS_ME
Collect Date: Not reported
Collect Affiliation: Not reported
Map Source: IMAGERY_11_13

Map Source Scale:2500Interpolation Scale:2500Verifier Username:WATTS_MEVerifier Affiliation:Not reportedVerification Date:03/02/2016

Verified Coordinate Method Id: Digital Aerial Photography With Ground Control

Source Database Name Code: ERIC CMC2 Coordinate Method ID Code: DPHO

EDR ID Number

S127024199

S126410866

N/A

DWM CONTAM

RESP PARTY

Direction Distance

Elevation Site Database(s) EPA ID Number

BUSINESS CARDS TOMORROW (Continued)

S126410866

EDR ID Number

DC4 Datum ID Code: NAD83

Verified Coordinate Method ID Code: DPHO

Comments: Alternate ID:

Latitude/Longitude (deg/min/sec): 26 11 / 80 11

DWM CONTAM:

Name: BUSINESS CARDS TOMORROW
Address: 5255 NW 33RD AVENUE
City,State,Zip: FT LAUDERDALE, FL

Program Site Id: ERIC_8701 Lat DD: 26 Lat MM: 11 Lat SS: 21.0975 Long DD: 80 Long MM: 11 Long SS: 30.665 Office/ District: SED

Program Area: RESPONSPARTY Priority Score: Not reported NAD83 Datum: Method: **DPHO** Facility Status: Open Facility Type: Not reported Score Effective Date: Not reported Score When Ranked: Not reported Rank: Not reported Operator: Not reported Phone: Not reported Name Changed: Not reported Not reported Addr Changed: Related Party ID: Not reported Primary RP Role: Not reported RP Begin Date: Not reported RP Name: Not reported RP Address1: Not reported RP Address2: Not reported RP City: Not reported RP State: Not reported Not reported RP Zip5: RP Zip4: Not reported Not reported Contact: RP Phone: Not reported RP Extension: Not reported Site Manager: Ferda Yilmaz

RESP PARTY:

Name: BUSINESS CARDS TOMORROW
Address: 5255 NW 33RD AVENUE
City, State, Zip: FT LAUDERDALE, FL 33309

District: Southeast District
Site Id: ERIC_8701
Project Id: Not reported
Site Status: OPEN
Project Manager: Not reported
OGC Case Number: Not reported
Initial Date Received: Not reported

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Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

BUSINESS CARDS TOMORROW (Continued)

S126410866

Contaminants: Not reported Not reported Offsite Cont Impact: Not reported Priority Score: Datum: NAD83 Method ID: **DPHO** Feature: Not reported Object Of Interest: FACIL APPRX Proximity To Object: Collect Username: WATTS ME Collect Affiliation: Not reported Collect Program Id: Not reported Not reported Collect Date: IMAGERY_11_13 Map Series Used:

Map Source Scale: 2500 Interpolation Scale: 2500 Coordinate Accuracy Id:

Verify Method Id: Not reported Verifier Username: Not reported Verifier Affiliation: Not reported Verifying Program Id: Not reported Verification Date: Not reported Decode for District: Southeast District

Decode for Datum: North American Datum of 1983

Decode for Method: Digital Aerial Photography With Ground Control

Decode for Off Site COC: Not reported Decode for V_Method: Not reported Latitude/Longitude (deg/min/sec): 26 11 / 80 11

Source Facility Name: **BUSINESS CARDS TOMORROW**

Source Facility ID: 136864

Program: Responsible Party Cleanup

RESPONSPARTY Program Type:

Program Status: **ACTIVE** WMD: **SFWMD** ICR Indicator: Discharge Date:

Not reported GIS ALBX: 779929.14 GIS ALBY: 248611.64 Site Manager: Ferda Yilmaz Site Phase Description: Phase 0 - Discovery Offsite Contamination Key: CONTAMUNKNOWN

Documents: https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/ERIC_8701/gis-facility!search

Objectid: 15438

R82 **BUSINESS CARDS TOMORROW** SSE

5255 NW 33 AVENUE FT. LAUDERDALE, FL 33309

1/4-1/2 0.439 mi.

2316 ft. Site 2 of 2 in cluster R

Relative: SEMS Archive:

Higher Site ID: 0401189 EPA ID: FLD981030166 Actual: 6 ft.

Name: **BUSINESS CARDS TOMORROW**

Address: 5255 NW 33 AVENUE

Address 2: Not reported

City,State,Zip: FT. LAUDERDALE, FL 33309

Cong District: 15 FIPS Code: 12011 1003867840

FLD981030166

SEMS-ARCHIVE

MAP FINDINGS Map ID

Direction Distance

EDR ID Number Elevation Site Database(s) **EPA ID Number**

BUSINESS CARDS TOMORROW (Continued)

1003867840

FF: Ν

NPL: Not on the NPL

Non NPL Status: NFRAP-Site does not qualify for the NPL based on existing information

SEMS Archive Detail:

Region: 04 0401189 Site ID: EPA ID: FLD981030166

Site Name: **BUSINESS CARDS TOMORROW**

NPL: FF: Ν OU: 00 Action Code: VS

Action Name: **ARCH SITE**

SEQ:

Start Date: Not reported 1986-03-11 05:00:00 Finish Date: Not reported Qual: **Current Action Lead:** EPA Perf In-Hse

Region: 04 Site ID: 0401189 EPA ID: FLD981030166

BUSINESS CARDS TOMORROW Site Name:

NPL: FF: Ν OU: 00 Action Code: DS Action Name: **DISCVRY**

SEQ:

1985-06-01 05:00:00 Start Date: Finish Date: 1985-06-01 05:00:00 Qual: Not reported **Current Action Lead: EPA Perf**

Region: 04 Site ID: 0401189 FLD981030166 EPA ID:

Site Name: **BUSINESS CARDS TOMORROW**

NPL: Ν FF: Ν OU: 00 Action Code: PΑ Action Name: PΑ SEQ:

Start Date: Not reported Finish Date: 1986-03-11 05:00:00

Qual: Ν Current Action Lead: St Perf Count: 4 records. ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
FT LAUDERDALE	1003867843	ELECTRONIC DEVICES & CONTROLS	1300 W MCNAB RD	33309	SEMS-ARCHIVE
FT. LAUDERDALE	1003867806	RALLY TIRE CORP.	1414 W. MCNAB RD.	33309	SEMS-ARCHIVE
FT. LAUDERDALE	1003867827	BERGENE SALES	1300 W. MCNAB RD.	33309	SEMS-ARCHIVE
POMPANO BEACH	S113899123	JUST TIRES & AUTO SERVICE CORP	601 NW 31ST AVE., BAY 1 & 2	33069	SWF/LF

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Number of Days to Update: Provides confirmation that EDR is reporting records that have been updated within 90 days from the date the government agency made the information available to the public.

STANDARD ENVIRONMENTAL RECORDS

Lists of Federal NPL (Superfund) sites

NPL: National Priority List

National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program. NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC) and regional EPA offices.

Date of Government Version: 04/27/2022 Source: EPA
Date Data Arrived at EDR: 05/05/2022 Telephone: N/A

Number of Days to Update: 26 Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL Site Boundaries

Sources

EPA's Environmental Photographic Interpretation Center (EPIC)

Telephone: 202-564-7333

EPA Region 1 EPA Region 6

Telephone 617-918-1143 Telephone: 214-655-6659

EPA Region 3 EPA Region 7

Telephone 215-814-5418 Telephone: 913-551-7247

EPA Region 4 EPA Region 8

Telephone 404-562-8033 Telephone: 303-312-6774

EPA Region 5 EPA Region 9

Telephone 312-886-6686 Telephone: 415-947-4246

EPA Region 10

Telephone 206-553-8665

Proposed NPL: Proposed National Priority List Sites

A site that has been proposed for listing on the National Priorities List through the issuance of a proposed rule in the Federal Register. EPA then accepts public comments on the site, responds to the comments, and places on the NPL those sites that continue to meet the requirements for listing.

Date of Government Version: 04/27/2022 Source: EPA
Date Data Arrived at EDR: 05/05/2022 Telephone: N/A

Number of Days to Update: 26 Next Scheduled EDR Contact: 07/11/2022
Data Release Frequency: Quarterly

NPL LIENS: Federal Superfund Liens

Federal Superfund Liens. Under the authority granted the USEPA by CERCLA of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner received notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/1991 Date Data Arrived at EDR: 02/02/1994 Date Made Active in Reports: 03/30/1994

Number of Days to Update: 56

Source: EPA

Telephone: 202-564-4267 Last EDR Contact: 08/15/2011

Next Scheduled EDR Contact: 11/28/2011 Data Release Frequency: No Update Planned

Lists of Federal Delisted NPL sites

Delisted NPL: National Priority List Deletions

The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: EPA
Telephone: N/A

Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

Lists of Federal sites subject to CERCLA removals and CERCLA orders

FEDERAL FACILITY: Federal Facility Site Information listing

A listing of National Priority List (NPL) and Base Realignment and Closure (BRAC) sites found in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) Database where EPA Federal Facilities Restoration and Reuse Office is involved in cleanup activities.

Date of Government Version: 05/25/2021 Date Data Arrived at EDR: 06/24/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 88

Source: Environmental Protection Agency Telephone: 703-603-8704

Last EDR Contact: 04/01/2022 Next Scheduled EDR Contact: 07/11/2022

Data Release Frequency: Varies

SEMS: Superfund Enterprise Management System

SEMS (Superfund Enterprise Management System) tracks hazardous waste sites, potentially hazardous waste sites, and remedial activities performed in support of EPA's Superfund Program across the United States. The list was formerly know as CERCLIS, renamed to SEMS by the EPA in 2015. The list contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). This dataset also contains sites which are either proposed to or on the National Priorities List (NPL) and the sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Quarterly

Lists of Federal CERCLA sites with NFRAP

SEMS-ARCHIVE: Superfund Enterprise Management System Archive

SEMS-ARCHIVE (Superfund Enterprise Management System Archive) tracks sites that have no further interest under the Federal Superfund Program based on available information. The list was formerly known as the CERCLIS-NFRAP, renamed to SEMS ARCHIVE by the EPA in 2015. EPA may perform a minimal level of assessment work at a site while it is archived if site conditions change and/or new information becomes available. Archived sites have been removed and archived from the inventory of SEMS sites. Archived status indicates that, to the best of EPA's knowledge, assessment at a site has been completed and that EPA has determined no further steps will be taken to list the site on the National Priorities List (NPL), unless information indicates this decision was not appropriate or other considerations require a recommendation for listing at a later time. The decision does not necessarily mean that there is no hazard associated with a given site; it only means that. based upon available information, the location is not judged to be potential NPL site.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA facilities undergoing Corrective Action

CORRACTS: Corrective Action Report

CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: EPA

Telephone: 800-424-9346 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA TSD facilities

RCRA-TSDF: RCRA - Treatment, Storage and Disposal

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Transporters are individuals or entities that move hazardous waste from the generator offsite to a facility that can recycle, treat, store, or dispose of the waste. TSDFs treat, store, or dispose of the waste.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (404) 562-8651 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of Federal RCRA generators

RCRA-LQG: RCRA - Large Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Large quantity generators (LQGs) generate over 1,000 kilograms (kg) of hazardous waste, or over 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (404) 562-8651 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

RCRA-SQG: RCRA - Small Quantity Generators

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (404) 562-8651 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

RCRA-VSQG: RCRA - Very Small Quantity Generators (Formerly Conditionally Exempt Small Quantity Generators)
RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation
and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database
includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste
as defined by the Resource Conservation and Recovery Act (RCRA). Very small quantity generators (VSQGs) generate
less than 100 kg of hazardous waste, or less than 1 kg of acutely hazardous waste per month.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (404) 562-8651 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Federal institutional controls / engineering controls registries

LUCIS: Land Use Control Information System

LUCIS contains records of land use control information pertaining to the former Navy Base Realignment and Closure properties.

Date of Government Version: 02/08/2022 Date Data Arrived at EDR: 02/11/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 88

Source: Department of the Navy Telephone: 843-820-7326 Last EDR Contact: 05/05/2022

Next Scheduled EDR Contact: 08/22/2022 Data Release Frequency: Varies

US ENG CONTROLS: Engineering Controls Sites List

A listing of sites with engineering controls in place. Engineering controls include various forms of caps, building foundations, liners, and treatment methods to create pathway elimination for regulated substances to enter environmental media or effect human health.

Date of Government Version: 02/21/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/24/2022

Number of Days to Update: 90

Source: Environmental Protection Agency

Telephone: 703-603-0695 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

US INST CONTROLS: Institutional Controls Sites List

A listing of sites with institutional controls in place. Institutional controls include administrative measures, such as groundwater use restrictions, construction restrictions, property use restrictions, and post remediation care requirements intended to prevent exposure to contaminants remaining on site. Deed restrictions are generally required as part of the institutional controls.

Date of Government Version: 02/21/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/24/2022

Number of Days to Update: 90

Source: Environmental Protection Agency

Telephone: 703-603-0695 Last EDR Contact: 05/04/2022

Next Scheduled EDR Contact: 09/05/2022

Data Release Frequency: Varies

Federal ERNS list

ERNS: Emergency Response Notification System

Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous

substances.

Date of Government Version: 12/31/2021 Date Data Arrived at EDR: 03/01/2022 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 9

Source: National Response Center, United States Coast Guard

Telephone: 202-267-2180 Last EDR Contact: 03/22/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

Lists of state- and tribal hazardous waste facilities

SHWS: Florida's State-Funded Action Sites

State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 02/16/2022 Date Data Arrived at EDR: 02/17/2022 Date Made Active in Reports: 05/11/2022

Number of Days to Update: 83

Source: Department of Environmental Protection

Telephone: 850-488-0190 Last EDR Contact: 05/17/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Semi-Annually

Lists of state and tribal landfills and solid waste disposal facilities

SWF/LF: Solid Waste Facility Database

Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 01/10/2022 Date Data Arrived at EDR: 01/11/2022 Date Made Active in Reports: 03/28/2022

Number of Days to Update: 76

Source: Department of Environmental Protection

Telephone: 850-922-7121 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Quarterly

Lists of state and tribal leaking storage tanks

LUST: Petroleum Contamination Detail Report

Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 01/24/2022 Date Data Arrived at EDR: 01/25/2022 Date Made Active in Reports: 04/19/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 850-245-8839 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

LAST: Leaking Aboveground Storage Tank Listing

The file for Leaking Aboveground Storage Tanks. Please remember STCM does not track the source of the discharge so the agency provides a list of facilities with an aboveground tank and an open discharge split by facilities with aboveground tanks only and facilities with aboveground and underground tanks.

Date of Government Version: 01/24/2022 Date Data Arrived at EDR: 01/25/2022 Date Made Active in Reports: 02/09/2022

Number of Days to Update: 15

Source: Department of Environmental Protection

Telephone: 850-245-8799 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022

Data Release Frequency: Varies

INDIAN LUST R1: Leaking Underground Storage Tanks on Indian Land
A listing of leaking underground storage tank locations on Indian Land.

Date of Government Version: 04/28/2021 Date Data Arrived at EDR: 06/11/2021 Date Made Active in Reports: 09/07/2021

Number of Days to Update: 88

Source: EPA Region 1 Telephone: 617-918-1313 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R7: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Iowa, Kansas, and Nebraska

Date of Government Version: 10/12/2021

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 7 Telephone: 913-551-7003 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R8: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 8 Telephone: 303-312-6271 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN LUST R9: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Arizona, California, New Mexico and Nevada

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: Environmental Protection Agency

Telephone: 415-972-3372 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R10: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Alaska, Idaho, Oregon and Washington.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R4: Leaking Underground Storage Tanks on Indian Land LUSTs on Indian land in Florida, Mississippi and North Carolina.

Date of Government Version: 05/28/2021 Date Data Arrived at EDR: 06/22/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 90

Source: EPA Region 4 Telephone: 404-562-8677 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN LUST R5: Leaking Underground Storage Tanks on Indian Land

Leaking underground storage tanks located on Indian Land in Michigan, Minnesota and Wisconsin.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA, Region 5 Telephone: 312-886-7439 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN LUST R6: Leaking Underground Storage Tanks on Indian Land

LUSTs on Indian land in New Mexico and Oklahoma.

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 6 Telephone: 214-665-6597 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

Lists of state and tribal registered storage tanks

FF TANKS: Federal Facilities Listing

A listing of federal facilities with storage tanks.

Date of Government Version: 12/20/2021 Date Data Arrived at EDR: 12/20/2021 Date Made Active in Reports: 03/08/2022

Number of Days to Update: 78

Source: Department of Environmental Protection

Telephone: 850-245-8250 Last EDR Contact: 03/21/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

FEMA UST: Underground Storage Tank Listing

A listing of all FEMA owned underground storage tanks.

Date of Government Version: 10/14/2021 Date Data Arrived at EDR: 11/05/2021 Date Made Active in Reports: 02/01/2022

Number of Days to Update: 88

Source: FEMA

Telephone: 202-646-5797 Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: Varies

UST: Storage Tank Facility Information

Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available

information varies by state program.

Date of Government Version: 02/04/2022 Date Data Arrived at EDR: 02/04/2022 Date Made Active in Reports: 04/27/2022

Number of Days to Update: 82

Source: Department of Environmental Protection

Telephone: 850-245-8839 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

AST: Storage Tank Facility Information

Registered Aboveground Storage Tanks.

Date of Government Version: 02/04/2022 Date Data Arrived at EDR: 02/04/2022 Date Made Active in Reports: 04/27/2022

Number of Days to Update: 82

Source: Department of Environmental Protection

Telephone: 850-245-8839 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

INDIAN UST R9: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 9 (Arizona, California, Hawaii, Nevada, the Pacific Islands, and Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 9 Telephone: 415-972-3368 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R8: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming and 27 Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 8 Telephone: 303-312-6137 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R7: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 7 (Iowa, Kansas, Missouri, Nebraska, and 9 Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 7 Telephone: 913-551-7003 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R10: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 10 (Alaska, Idaho, Oregon, Washington, and Tribal Nations).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 10 Telephone: 206-553-2857 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN UST R1: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 1 (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont and ten Tribal Nations).

Date of Government Version: 10/14/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA, Region 1 Telephone: 617-918-1313 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

INDIAN UST R5: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 5 (Michigan, Minnesota and Wisconsin and Tribal Nations).

Date of Government Version: 04/06/2021 Date Data Arrived at EDR: 06/11/2021 Date Made Active in Reports: 09/07/2021

Number of Days to Update: 88

Source: EPA Region 5 Telephone: 312-886-6136 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R6: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 6 (Louisiana, Arkansas, Oklahoma, New Mexico, Texas and 65 Tribes).

Date of Government Version: 10/12/2021 Date Data Arrived at EDR: 11/15/2021 Date Made Active in Reports: 02/08/2022

Number of Days to Update: 85

Source: EPA Region 6 Telephone: 214-665-7591 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

INDIAN UST R4: Underground Storage Tanks on Indian Land

The Indian Underground Storage Tank (UST) database provides information about underground storage tanks on Indian land in EPA Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee and Tribal Nations)

Date of Government Version: 05/28/2021 Date Data Arrived at EDR: 06/22/2021 Date Made Active in Reports: 09/20/2021

Number of Days to Update: 90

Source: EPA Region 4 Telephone: 404-562-9424 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

TANKS: Storage Tank Facility List

This listing includes storage tank facilities that do not have tank information. The tanks have either be closed or removed from the site, but the facilities were still registered at some point in history.

Date of Government Version: 02/04/2022 Date Data Arrived at EDR: 02/04/2022 Date Made Active in Reports: 04/27/2022

Number of Days to Update: 82

Source: Department of Environmental Protection

Telephone: 850-245-8841 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

State and tribal institutional control / engineering control registries

ENG CONTROLS: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to engineering controls. Engineering Controls encompass a variety of engineered remedies to contain and/or reduce contamination, and/or physical barriers intended to limit access to property. ECs include fences, signs, guards, landfill caps, provision of potable water, slurry walls, sheet pile (vertical caps), pumping and treatment of groundwater, monitoring wells, and vapor extraction systems.

Date of Government Version: 12/08/2021 Date Data Arrived at EDR: 12/22/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 77

Source: Department of Environmental Protection

Telephone: 850-245-8927 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

Inst Control: Institutional Controls Registry

The registry is a database of all contaminated sites in the state of Florida which are subject to institutional and engineering controls.

Date of Government Version: 12/08/2021 Date Data Arrived at EDR: 12/22/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 77

Source: Department of Environmental Protection

Telephone: 850-245-8927 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

Lists of state and tribal voluntary cleanup sites

INDIAN VCP R1: Voluntary Cleanup Priority Listing

A listing of voluntary cleanup priority sites located on Indian Land located in Region 1.

Date of Government Version: 07/27/2015 Date Data Arrived at EDR: 09/29/2015 Date Made Active in Reports: 02/18/2016

Number of Days to Update: 142

Source: EPA, Region 1 Telephone: 617-918-1102 Last EDR Contact: 03/16/2022

Next Scheduled EDR Contact: 07/04/2022

Data Release Frequency: Varies

INDIAN VCP R7: Voluntary Cleanup Priority Lisitng

A listing of voluntary cleanup priority sites located on Indian Land located in Region 7.

Date of Government Version: 03/20/2008 Date Data Arrived at EDR: 04/22/2008 Date Made Active in Reports: 05/19/2008

Number of Days to Update: 27

Source: EPA, Region 7 Telephone: 913-551-7365 Last EDR Contact: 07/08/2021

Next Scheduled EDR Contact: 07/20/2009 Data Release Frequency: Varies

VCP: Voluntary Cleanup Sites

Listing of closed and active voluntary cleanup sites.

Date of Government Version: 04/12/2022 Date Data Arrived at EDR: 05/13/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 18

Source: Department of Environmental Protection

Telephone: 850-245-8705 Last EDR Contact: 05/13/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Varies

Lists of state and tribal brownfield sites

BROWNFIELDS AREAS: Brownfields Areas Database

A "brownfield area" means a contiguous area of one or more brownfield sites, some of which may not be contaminated, that has been designated as such by a local government resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency (EPA) designated brownfield pilot projects. This layer provides a polygon representation of the boundaries of these designated Brownfield Areas in Florida.

Date of Government Version: 10/04/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 78

Source: Department of Environmental Protection

Telephone: 850-245-8934 Last EDR Contact: 04/01/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

BSRA: Brownfield Site Rehabilitation Agreements Listing

The BSRA provides DEP and the public assurance that site rehabilitation will be conducted in accordance with Florida Statutes and DEP's Contaminated Site Cleanup Criteria rule. In addition, the BSRA provides limited liability protection for the voluntary responsible party. The BSRA contains various commitments by the voluntary responsible party, including milestones for completion of site rehabilitation tasks and submittal of technical reports and plans. It also contains a commitment by DEP to review technical reports according to an agreed upon schedule. Only those brownfield sites with an executed BSRA are eligible to apply for a voluntary cleanup tax credit incentive pursuant to Section 376.30781, Florida Statutes.

Date of Government Version: 04/23/2021 Date Data Arrived at EDR: 06/24/2021 Date Made Active in Reports: 09/21/2021

Number of Days to Update: 89

Source: Department of Environmental Protection

Telephone: 850-245-8934 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Varies

BROWNFIELDS: Brownfields Sites Database

Brownfields are defined by the Florida Department of Environmental Protection (FDEP) as abandoned, idled, or underused industrial and commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination.

Date of Government Version: 10/27/2021 Date Data Arrived at EDR: 12/21/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 78

Source: Department of Environmental Protection

Telephone: 850-245-8927 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A Listing of Brownfields Sites

Brownfields are real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Cleaning up and reinvesting in these properties takes development pressures off of undeveloped, open land, and both improves and protects the environment. Assessment, Cleanup and Redevelopment Exchange System (ACRES) stores information reported by EPA Brownfields grant recipients on brownfields properties assessed or cleaned up with grant funding as well as information on Targeted Brownfields Assessments performed by EPA Regions. A listing of ACRES Brownfield sites is obtained from Cleanups in My Community. Cleanups in My Community provides information on Brownfields properties for which information is reported back to EPA, as well as areas served by Brownfields grant programs.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 03/10/2022 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 0

Source: Environmental Protection Agency

Telephone: 202-566-2777 Last EDR Contact: 03/15/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Semi-Annually

Local Lists of Landfill / Solid Waste Disposal Sites

SWRCY: Recycling Centers

A listing of recycling centers located in the state of Florida.

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 01/19/2022 Date Made Active in Reports: 04/13/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 850-245-8718 Last EDR Contact: 04/13/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

INDIAN ODI: Report on the Status of Open Dumps on Indian Lands

Location of open dumps on Indian land.

Date of Government Version: 12/31/1998 Date Data Arrived at EDR: 12/03/2007 Date Made Active in Reports: 01/24/2008

Number of Days to Update: 52

Source: Environmental Protection Agency

Telephone: 703-308-8245 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

DEBRIS REGION 9: Torres Martinez Reservation Illegal Dump Site Locations

A listing of illegal dump sites location on the Torres Martinez Indian Reservation located in eastern Riverside County and northern Imperial County, California.

Date of Government Version: 01/12/2009 Date Data Arrived at EDR: 05/07/2009 Date Made Active in Reports: 09/21/2009

Number of Days to Update: 137

Source: EPA, Region 9 Telephone: 415-947-4219 Last EDR Contact: 04/14/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: No Update Planned

ODI: Open Dump Inventory

An open dump is defined as a disposal facility that does not comply with one or more of the Part 257 or Part 258 Subtitle D Criteria.

Date of Government Version: 06/30/1985 Date Data Arrived at EDR: 08/09/2004 Date Made Active in Reports: 09/17/2004

Number of Days to Update: 39

Source: Environmental Protection Agency

Telephone: 800-424-9346 Last EDR Contact: 06/09/2004 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

IHS OPEN DUMPS: Open Dumps on Indian Land

A listing of all open dumps located on Indian Land in the United States.

Date of Government Version: 04/01/2014 Date Data Arrived at EDR: 08/06/2014 Date Made Active in Reports: 01/29/2015

Number of Days to Update: 176

Source: Department of Health & Human Serivces, Indian Health Service

Telephone: 301-443-1452 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

Local Lists of Hazardous waste / Contaminated Sites

US HIST CDL: National Clandestine Laboratory Register

A listing of clandestine drug lab locations that have been removed from the DEAs National Clandestine Laboratory Register.

Date of Government Version: 02/22/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 76

Source: Drug Enforcement Administration

Telephone: 202-307-1000 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: No Update Planned

PRIORITYCLEANERS: Priority Ranking List

The Florida Legislature has established a state-funded program to cleanup properties that are contaminated as

a result of the operations of a drycleaning facility.

Date of Government Version: 01/31/2022 Date Data Arrived at EDR: 02/08/2022 Date Made Active in Reports: 05/05/2022

Number of Days to Update: 86

Source: Department of Environmental Protection

Telephone: 850-245-8927 Last EDR Contact: 05/12/2022

Next Scheduled EDR Contact: 08/22/2022

Data Release Frequency: Varies

FL SITES: Sites List

This summary status report was developed from a number of lists including the Eckhardt list, the Moffit list, the EPA Hazardous Waste Sites list, EPA's Emergency & Remedial Response information System list (RCRA Section 3012) & existing department lists such as the obsolete uncontrolled Hazardous Waste Sites list. This list is no longer updated.

Date of Government Version: 12/31/1989 Date Data Arrived at EDR: 05/09/1994 Date Made Active in Reports: 08/04/1994

Number of Days to Update: 87

Source: Department of Environmental Protection

Telephone: 850-245-8705 Last EDR Contact: 03/24/1994 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

US CDL: Clandestine Drug Labs

A listing of clandestine drug lab locations. The U.S. Department of Justice ("the Department") provides this web site as a public service. It contains addresses of some locations where law enforcement agencies reported they found chemicals or other items that indicated the presence of either clandestine drug laboratories or dumpsites. In most cases, the source of the entries is not the Department, and the Department has not verified the entry and does not guarantee its accuracy. Members of the public must verify the accuracy of all entries by, for example, contacting local law enforcement and local health departments.

Date of Government Version: 02/22/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 76

Source: Drug Enforcement Administration

Telephone: 202-307-1000 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Quarterly

AQUEOUS FOAM: Former Fire Training Facility Assessments Listing

DEP has conducted initial environmental assessments related to the historic and current use of chemicals found in aqueous film forming foam (AFFF) at fire training facilities throughout Florida

Date of Government Version: 02/11/2022 Date Data Arrived at EDR: 02/18/2022 Date Made Active in Reports: 05/11/2022

Number of Days to Update: 82

Source: Department of Environmental Protection

Telephone: 850-245-8690 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/19/2022

Data Release Frequency: Varies

PFAS: PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid

PFOS and PFOA stand for perfluorooctane sulfonate and perfluorooctanoic acid, respectively. Both are fluorinated organic chemicals, part of a larger family of compounds referred to as perfluoroalkyl substances (PFASs).

Date of Government Version: 01/24/2022 Date Data Arrived at EDR: 01/25/2022 Date Made Active in Reports: 04/19/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 850-245-8690 Last EDR Contact: 05/04/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

Local Land Records

LIENS 2: CERCLA Lien Information

A Federal CERCLA ('Superfund') lien can exist by operation of law at any site or property at which EPA has spent Superfund monies. These monies are spent to investigate and address releases and threatened releases of contamination. CERCLIS provides information as to the identity of these sites and properties.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: Environmental Protection Agency

Telephone: 202-564-6023 Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Semi-Annually

Records of Emergency Release Reports

HMIRS: Hazardous Materials Information Reporting System

Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/15/2021 Date Data Arrived at EDR: 12/16/2021 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 84

Source: U.S. Department of Transportation

Telephone: 202-366-4555 Last EDR Contact: 03/21/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

SPILLS: Oil and Hazardous Materials Incidents

Statewide oil and hazardous materials inland incidents.

Date of Government Version: 12/28/2021 Date Data Arrived at EDR: 12/28/2021 Date Made Active in Reports: 03/21/2022

Number of Days to Update: 83

Source: Department of Environmental Protection

Telephone: 850-245-2010 Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

SPILLS 90: SPILLS90 data from FirstSearch

Spills 90 includes those spill and release records available exclusively from FirstSearch databases. Typically, they may include chemical, oil and/or hazardous substance spills recorded after 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 90.

Date of Government Version: 12/10/2012 Date Data Arrived at EDR: 01/03/2013 Date Made Active in Reports: 03/04/2013

Number of Days to Update: 60

Source: FirstSearch Telephone: N/A

Last EDR Contact: 01/03/2013 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

SPILLS 80: SPILLS80 data from FirstSearch

Spills 80 includes those spill and release records available from FirstSearch databases prior to 1990. Typically, they may include chemical, oil and/or hazardous substance spills recorded before 1990. Duplicate records that are already included in EDR incident and release records are not included in Spills 80.

Date of Government Version: 09/01/2001 Date Data Arrived at EDR: 01/03/2013 Date Made Active in Reports: 03/06/2013

Number of Days to Update: 62

Source: FirstSearch Telephone: N/A

Last EDR Contact: 01/03/2013 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

Other Ascertainable Records

RCRA NonGen / NLR: RCRA - Non Generators / No Longer Regulated

RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Non-Generators do not presently generate hazardous waste.

Date of Government Version: 02/28/2022 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 15

Source: Environmental Protection Agency

Telephone: (404) 562-8651 Last EDR Contact: 04/06/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

FUDS: Formerly Used Defense Sites

The listing includes locations of Formerly Used Defense Sites properties where the US Army Corps of Engineers is actively working or will take necessary cleanup actions.

Date of Government Version: 12/01/2021 Date Data Arrived at EDR: 02/15/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 84

Source: U.S. Army Corps of Engineers

Telephone: 202-528-4285 Last EDR Contact: 05/17/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Varies

DOD: Department of Defense Sites

This data set consists of federally owned or administered lands, administered by the Department of Defense, that have any area equal to or greater than 640 acres of the United States, Puerto Rico, and the U.S. Virgin Islands.

Date of Government Version: 06/07/2021 Date Data Arrived at EDR: 07/13/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 239

Source: USGS

Telephone: 888-275-8747 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

FEDLAND: Federal and Indian Lands

Federally and Indian administrated lands of the United States. Lands included are administrated by: Army Corps of Engineers, Bureau of Reclamation, National Wild and Scenic River, National Wildlife Refuge, Public Domain Land, Wilderness, Wilderness Study Area, Wildlife Management Area, Bureau of Indian Affairs, Bureau of Land Management, Department of Justice, Forest Service, Fish and Wildlife Service, National Park Service.

Date of Government Version: 04/02/2018 Date Data Arrived at EDR: 04/11/2018 Date Made Active in Reports: 11/06/2019

Number of Days to Update: 574

Source: U.S. Geological Survey Telephone: 888-275-8747 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: N/A

SCRD DRYCLEANERS: State Coalition for Remediation of Drycleaners Listing

The State Coalition for Remediation of Drycleaners was established in 1998, with support from the U.S. EPA Office of Superfund Remediation and Technology Innovation. It is comprised of representatives of states with established drycleaner remediation programs. Currently the member states are Alabama, Connecticut, Florida, Illinois, Kansas, Minnesota, Missouri, North Carolina, Oregon, South Carolina, Tennessee, Texas, and Wisconsin.

Date of Government Version: 01/01/2017 Date Data Arrived at EDR: 02/03/2017 Date Made Active in Reports: 04/07/2017

Number of Days to Update: 63

Source: Environmental Protection Agency

Telephone: 615-532-8599 Last EDR Contact: 05/06/2022

Next Scheduled EDR Contact: 08/22/2022 Data Release Frequency: Varies

US FIN ASSUR: Financial Assurance Information

All owners and operators of facilities that treat, store, or dispose of hazardous waste are required to provide proof that they will have sufficient funds to pay for the clean up, closure, and post-closure care of their facilities.

Date of Government Version: 12/13/2021 Date Data Arrived at EDR: 12/17/2021 Date Made Active in Reports: 03/17/2022

Number of Days to Update: 90

Source: Environmental Protection Agency

Telephone: 202-566-1917 Last EDR Contact: 03/21/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

EPA WATCH LIST: EPA WATCH LIST

EPA maintains a "Watch List" to facilitate dialogue between EPA, state and local environmental agencies on enforcement matters relating to facilities with alleged violations identified as either significant or high priority. Being on the Watch List does not mean that the facility has actually violated the law only that an investigation by EPA or a state or local environmental agency has led those organizations to allege that an unproven violation has in fact occurred. Being on the Watch List does not represent a higher level of concern regarding the alleged violations that were detected, but instead indicates cases requiring additional dialogue between EPA, state and local agencies - primarily because of the length of time the alleged violation has gone unaddressed or unresolved.

Date of Government Version: 08/30/2013 Date Data Arrived at EDR: 03/21/2014 Date Made Active in Reports: 06/17/2014

Number of Days to Update: 88

Source: Environmental Protection Agency

Telephone: 617-520-3000 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

2020 COR ACTION: 2020 Corrective Action Program List

The EPA has set ambitious goals for the RCRA Corrective Action program by creating the 2020 Corrective Action Universe. This RCRA cleanup baseline includes facilities expected to need corrective action. The 2020 universe contains a wide variety of sites. Some properties are heavily contaminated while others were contaminated but have since been cleaned up. Still others have not been fully investigated yet, and may require little or no remediation. Inclusion in the 2020 Universe does not necessarily imply failure on the part of a facility to meet its RCRA obligations.

Date of Government Version: 09/30/2017 Date Data Arrived at EDR: 05/08/2018 Date Made Active in Reports: 07/20/2018

Number of Days to Update: 73

Source: Environmental Protection Agency

Telephone: 703-308-4044 Last EDR Contact: 05/06/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

TSCA: Toxic Substances Control Act

Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/2016 Date Data Arrived at EDR: 06/17/2020 Date Made Active in Reports: 09/10/2020

Number of Days to Update: 85

Source: EPA

Telephone: 202-260-5521 Last EDR Contact: 03/18/2022

Next Scheduled EDR Contact: 06/27/2022 Data Release Frequency: Every 4 Years

TRIS: Toxic Chemical Release Inventory System

Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/2018 Date Data Arrived at EDR: 08/14/2020 Date Made Active in Reports: 11/04/2020

Number of Days to Update: 82

Source: EPA

Telephone: 202-566-0250 Last EDR Contact: 05/20/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Annually

SSTS: Section 7 Tracking Systems

Section 7 of the Federal Insecticide, Fungicide and Rodenticide Act, as amended (92 Stat. 829) requires all registered pesticide-producing establishments to submit a report to the Environmental Protection Agency by March 1st each year. Each establishment must report the types and amounts of pesticides, active ingredients and devices being produced, and those having been produced and sold or distributed in the past year.

Date of Government Version: 01/19/2022 Date Data Arrived at EDR: 01/19/2022 Date Made Active in Reports: 04/11/2022

Number of Days to Update: 82

Source: EPA

Telephone: 202-564-4203 Last EDR Contact: 04/20/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Annually

ROD: Records Of Decision

Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: EPA

Telephone: 703-416-0223 Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 09/12/2022 Data Release Frequency: Annually

RMP: Risk Management Plans

When Congress passed the Clean Air Act Amendments of 1990, it required EPA to publish regulations and guidance for chemical accident prevention at facilities using extremely hazardous substances. The Risk Management Program Rule (RMP Rule) was written to implement Section 112(r) of these amendments. The rule, which built upon existing industry codes and standards, requires companies of all sizes that use certain flammable and toxic substances to develop a Risk Management Program, which includes a(n): Hazard assessment that details the potential effects of an accidental release, an accident history of the last five years, and an evaluation of worst-case and alternative accidental releases; Prevention program that includes safety precautions and maintenance, monitoring, and employee training measures; and Emergency response program that spells out emergency health care, employee training measures and procedures for informing the public and response agencies (e.g the fire department) should an accident occur.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/04/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 6

Source: Environmental Protection Agency

Telephone: 202-564-8600 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Varies

RAATS: RCRA Administrative Action Tracking System

RCRA Administration Action Tracking System. RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/1995 Date Data Arrived at EDR: 07/03/1995 Date Made Active in Reports: 08/07/1995

Number of Days to Update: 35

Source: EPA

Telephone: 202-564-4104 Last EDR Contact: 06/02/2008

Next Scheduled EDR Contact: 09/01/2008 Data Release Frequency: No Update Planned

PRP: Potentially Responsible Parties

A listing of verified Potentially Responsible Parties

Date of Government Version: 01/25/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/25/2022

Number of Days to Update: 22

Source: EPA

Telephone: 202-564-6023 Last EDR Contact: 06/01/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

PADS: PCB Activity Database System

PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 01/20/2022 Date Data Arrived at EDR: 01/20/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 64

Source: EPA

Telephone: 202-566-0500 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Annually

ICIS: Integrated Compliance Information System

The Integrated Compliance Information System (ICIS) supports the information needs of the national enforcement and compliance program as well as the unique needs of the National Pollutant Discharge Elimination System (NPDES) program.

Date of Government Version: 11/18/2016 Date Data Arrived at EDR: 11/23/2016 Date Made Active in Reports: 02/10/2017

Number of Days to Update: 79

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Quarterly

FTTS: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act)

FTTS tracks administrative cases and pesticide enforcement actions and compliance activities related to FIFRA, TSCA and EPCRA (Emergency Planning and Community Right-to-Know Act). To maintain currency, EDR contacts the

Agency on a quarterly basis.

Date of Government Version: 04/09/2009 Date Data Arrived at EDR: 04/16/2009 Date Made Active in Reports: 05/11/2009

Number of Days to Update: 25

Source: EPA/Office of Prevention, Pesticides and Toxic Substances

Telephone: 202-566-1667 Last EDR Contact: 08/18/2017

Next Scheduled EDR Contact: 12/04/2017 Data Release Frequency: No Update Planned

FTTS INSP: FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fungicide, & Rodenticide Act)/TSCA (Toxic Substances Control Act) A listing of FIFRA/TSCA Tracking System (FTTS) inspections and enforcements.

Date of Government Version: 04/09/2009 Date Data Arrived at EDR: 04/16/2009 Date Made Active in Reports: 05/11/2009

Number of Days to Update: 25

Source: EPA

Telephone: 202-566-1667 Last EDR Contact: 08/18/2017

Next Scheduled EDR Contact: 12/04/2017 Data Release Frequency: No Update Planned

MLTS: Material Licensing Tracking System

MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency,

EDR contacts the Agency on a quarterly basis.

Date of Government Version: 07/29/2021 Date Data Arrived at EDR: 08/24/2021 Date Made Active in Reports: 11/19/2021

Number of Days to Update: 87

Source: Nuclear Regulatory Commission

Telephone: 301-415-7169 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Quarterly

COAL ASH DOE: Steam-Electric Plant Operation Data
A listing of power plants that store ash in surface ponds.

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 11/30/2021 Date Made Active in Reports: 02/22/2022

Number of Days to Update: 84

Source: Department of Energy Telephone: 202-586-8719 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/12/2022 Data Release Frequency: Varies

COAL ASH EPA: Coal Combustion Residues Surface Impoundments List

A listing of coal combustion residues surface impoundments with high hazard potential ratings.

Date of Government Version: 01/12/2017 Date Data Arrived at EDR: 03/05/2019 Date Made Active in Reports: 11/11/2019

Number of Days to Update: 251

Source: Environmental Protection Agency

Telephone: N/A

Last EDR Contact: 05/25/2022

Next Scheduled EDR Contact: 09/12/2022 Data Release Frequency: Varies

PCB TRANSFORMER: PCB Transformer Registration Database

The database of PCB transformer registrations that includes all PCB registration submittals.

Date of Government Version: 09/13/2019 Date Data Arrived at EDR: 11/06/2019 Date Made Active in Reports: 02/10/2020

Number of Days to Update: 96

Source: Environmental Protection Agency

Telephone: 202-566-0517 Last EDR Contact: 05/06/2022

Next Scheduled EDR Contact: 08/15/2022

Data Release Frequency: Varies

RADINFO: Radiation Information Database

The Radiation Information Database (RADINFO) contains information about facilities that are regulated by U.S. Environmental Protection Agency (EPA) regulations for radiation and radioactivity.

Date of Government Version: 07/01/2019 Date Data Arrived at EDR: 07/01/2019 Date Made Active in Reports: 09/23/2019

Number of Days to Update: 84

Source: Environmental Protection Agency

Telephone: 202-343-9775 Last EDR Contact: 03/28/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

HIST FTTS: FIFRA/TSCA Tracking System Administrative Case Listing

A complete administrative case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Date Data Arrived at EDR: 03/01/2007 Date Made Active in Reports: 04/10/2007

Number of Days to Update: 40

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 12/17/2007

Next Scheduled EDR Contact: 03/17/2008

Data Release Frequency: No Update Planned

HIST FTTS INSP: FIFRA/TSCA Tracking System Inspection & Enforcement Case Listing

A complete inspection and enforcement case listing from the FIFRA/TSCA Tracking System (FTTS) for all ten EPA regions. The information was obtained from the National Compliance Database (NCDB). NCDB supports the implementation of FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act) and TSCA (Toxic Substances Control Act). Some EPA regions are now closing out records. Because of that, and the fact that some EPA regions are not providing EPA Headquarters with updated records, it was decided to create a HIST FTTS database. It included records that may not be included in the newer FTTS database updates. This database is no longer updated.

Date of Government Version: 10/19/2006 Date Data Arrived at EDR: 03/01/2007 Date Made Active in Reports: 04/10/2007

Number of Days to Update: 40

Source: Environmental Protection Agency

Telephone: 202-564-2501 Last EDR Contact: 12/17/2008

Next Scheduled EDR Contact: 03/17/2008 Data Release Frequency: No Update Planned

DOT OPS: Incident and Accident Data

Department of Transporation, Office of Pipeline Safety Incident and Accident data.

Date of Government Version: 01/02/2020 Date Data Arrived at EDR: 01/28/2020 Date Made Active in Reports: 04/17/2020

Number of Days to Update: 80

Source: Department of Transporation, Office of Pipeline Safety

Telephone: 202-366-4595 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

CONSENT: Superfund (CERCLA) Consent Decrees

Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: 12/31/2021 Date Data Arrived at EDR: 01/14/2022

Date Made Active in Reports: 03/25/2022

Number of Days to Update: 70

Source: Department of Justice, Consent Decree Library

Telephone: Varies

Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: Varies

BRS: Biennial Reporting System

The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/2019 Date Data Arrived at EDR: 03/02/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 23

Source: EPA/NTIS Telephone: 800-424-9346 Last EDR Contact: 03/02/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Biennially

INDIAN RESERV: Indian Reservations

This map layer portrays Indian administered lands of the United States that have any area equal to or greater than 640 acres.

Date of Government Version: 12/31/2014 Date Data Arrived at EDR: 07/14/2015 Date Made Active in Reports: 01/10/2017

Number of Days to Update: 546

Source: USGS

Telephone: 202-208-3710 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

FUSRAP: Formerly Utilized Sites Remedial Action Program

DOE established the Formerly Utilized Sites Remedial Action Program (FUSRAP) in 1974 to remediate sites where radioactive contamination remained from Manhattan Project and early U.S. Atomic Energy Commission (AEC) operations.

Date of Government Version: 07/26/2021 Date Data Arrived at EDR: 07/27/2021 Date Made Active in Reports: 10/22/2021

Number of Days to Update: 87

Source: Department of Energy Telephone: 202-586-3559 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Varies

UMTRA: Uranium Mill Tailings Sites

Uranium ore was mined by private companies for federal government use in national defense programs. When the mills shut down, large piles of the sand-like material (mill tailings) remain after uranium has been extracted from the ore. Levels of human exposure to radioactive materials from the piles are low; however, in some cases tailings were used as construction materials before the potential health hazards of the tailings were recognized.

Date of Government Version: 08/30/2019 Date Data Arrived at EDR: 11/15/2019 Date Made Active in Reports: 01/28/2020

Number of Days to Update: 74

Source: Department of Energy Telephone: 505-845-0011 Last EDR Contact: 05/16/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Varies

LEAD SMELTER 1: Lead Smelter Sites

A listing of former lead smelter site locations.

Date of Government Version: 04/27/2022 Date Data Arrived at EDR: 05/05/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 26

Source: Environmental Protection Agency

Telephone: 703-603-8787 Last EDR Contact: 09/01/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Varies

LEAD SMELTER 2: Lead Smelter Sites

A list of several hundred sites in the U.S. where secondary lead smelting was done from 1931and 1964. These sites

may pose a threat to public health through ingestion or inhalation of contaminated soil or dust

Date of Government Version: 04/05/2001 Date Data Arrived at EDR: 10/27/2010 Date Made Active in Reports: 12/02/2010

Number of Days to Update: 36

Source: American Journal of Public Health

Telephone: 703-305-6451 Last EDR Contact: 12/02/2009 Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

US AIRS (AFS): Aerometric Information Retrieval System Facility Subsystem (AFS)

The database is a sub-system of Aerometric Information Retrieval System (AIRS). AFS contains compliance data on air pollution point sources regulated by the U.S. EPA and/or state and local air regulatory agencies. This information comes from source reports by various stationary sources of air pollution, such as electric power plants, steel mills, factories, and universities, and provides information about the air pollutants they produce. Action, air program, air program pollutant, and general level plant data. It is used to track emissions and compliance data from industrial plants.

Date of Government Version: 10/12/2016 Date Data Arrived at EDR: 10/26/2016 Date Made Active in Reports: 02/03/2017

Number of Days to Update: 100

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 09/26/2017

Next Scheduled EDR Contact: 01/08/2018 Data Release Frequency: Annually

US AIRS MINOR: Air Facility System Data A listing of minor source facilities.

Date of Government Version: 10/12/2016 Date Data Arrived at EDR: 10/26/2016 Date Made Active in Reports: 02/03/2017

Number of Days to Update: 100

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 09/26/2017

Next Scheduled EDR Contact: 01/08/2018 Data Release Frequency: Annually

MINES VIOLATIONS: MSHA Violation Assessment Data

Mines violation and assessment information. Department of Labor, Mine Safety & Health Administration.

Date of Government Version: 03/21/2022 Date Data Arrived at EDR: 03/22/2022 Date Made Active in Reports: 03/25/2022

Number of Days to Update: 3

Source: DOL, Mine Safety & Health Admi

Telephone: 202-693-9424 Last EDR Contact: 05/26/2022

Next Scheduled EDR Contact: 09/12/2022 Data Release Frequency: Quarterly

US MINES: Mines Master Index File

Contains all mine identification numbers issued for mines active or opened since 1971. The data also includes violation information.

Date of Government Version: 02/01/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/24/2022

Number of Days to Update: 90

Source: Department of Labor, Mine Safety and Health Administration

Telephone: 303-231-5959 Last EDR Contact: 05/25/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

US MINES 2: Ferrous and Nonferrous Metal Mines Database Listing

This map layer includes ferrous (ferrous metal mines are facilities that extract ferrous metals, such as iron ore or molybdenum) and nonferrous (Nonferrous metal mines are facilities that extract nonferrous metals, such as gold, silver, copper, zinc, and lead) metal mines in the United States.

Source: USGS

Date of Government Version: 05/06/2020 Date Data Arrived at EDR: 05/27/2020 Date Made Active in Reports: 08/13/2020 Number of Days to Update: 78

Telephone: 703-648-7709 Last EDR Contact: 05/27/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

US MINES 3: Active Mines & Mineral Plants Database Listing

Active Mines and Mineral Processing Plant operations for commodities monitored by the Minerals Information Team of the USGS.

Date of Government Version: 04/14/2011 Date Data Arrived at EDR: 06/08/2011 Date Made Active in Reports: 09/13/2011

Number of Days to Update: 97

Source: USGS Telephone: 703-648-7709 Last EDR Contact: 05/27/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

ABANDONED MINES: Abandoned Mines

An inventory of land and water impacted by past mining (primarily coal mining) is maintained by OSMRE to provide information needed to implement the Surface Mining Control and Reclamation Act of 1977 (SMCRA). The inventory contains information on the location, type, and extent of AML impacts, as well as, information on the cost associated with the reclamation of those problems. The inventory is based upon field surveys by State, Tribal, and OSMRE program officials. It is dynamic to the extent that it is modified as new problems are identified and existing problems are reclaimed.

Date of Government Version: 12/14/2021 Date Data Arrived at EDR: 12/15/2021 Date Made Active in Reports: 03/10/2022

Number of Days to Update: 85

Source: Department of Interior Telephone: 202-208-2609 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/19/2022 Data Release Frequency: Quarterly

FINDS: Facility Index System/Facility Registry System

Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 05/13/2022 Date Data Arrived at EDR: 05/18/2022 Date Made Active in Reports: 05/31/2022

Number of Days to Update: 13

Source: EPA

Telephone: (404) 562-9900 Last EDR Contact: 05/18/2022

Next Scheduled EDR Contact: 09/12/2022 Data Release Frequency: Quarterly

ECHO: Enforcement & Compliance History Information

ECHO provides integrated compliance and enforcement information for about 800,000 regulated facilities nationwide.

Date of Government Version: 01/01/2022 Date Data Arrived at EDR: 01/04/2022 Date Made Active in Reports: 01/10/2022

Number of Days to Update: 6

Source: Environmental Protection Agency Telephone: 202-564-2280

Telephone: 202-564-2280 Last EDR Contact: 04/05/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Quarterly

DOCKET HWC: Hazardous Waste Compliance Docket Listing

A complete list of the Federal Agency Hazardous Waste Compliance Docket Facilities.

Date of Government Version: 05/06/2021 Date Data Arrived at EDR: 05/21/2021 Date Made Active in Reports: 08/11/2021

Number of Days to Update: 82

Source: Environmental Protection Agency

Telephone: 202-564-0527 Last EDR Contact: 05/19/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

UXO: Unexploded Ordnance Sites

A listing of unexploded ordnance site locations

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 01/11/2022 Date Made Active in Reports: 02/14/2022

Number of Days to Update: 34

Source: Department of Defense Telephone: 703-704-1564 Last EDR Contact: 04/12/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Varies

FUELS PROGRAM: EPA Fuels Program Registered Listing

This listing includes facilities that are registered under the Part 80 (Code of Federal Regulations) EPA Fuels

Programs. All companies now are required to submit new and updated registrations.

Date of Government Version: 02/17/2022 Date Data Arrived at EDR: 02/17/2022 Date Made Active in Reports: 05/10/2022

Number of Days to Update: 82

Source: EPA

Telephone: 800-385-6164 Last EDR Contact: 05/17/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Quarterly

AIRS: Permitted Facilities Listing

A listing of Air Resources Management permits.

Date of Government Version: 01/26/2021 Date Data Arrived at EDR: 01/28/2021 Date Made Active in Reports: 02/03/2021

Number of Days to Update: 6

Source: Department of Environmental Protection

Telephone: 850-921-9558 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Varies

ASBESTOS: Asbestos Notification Listing

Asbestos sites

Date of Government Version: 02/11/2022 Date Data Arrived at EDR: 02/15/2022 Date Made Active in Reports: 05/11/2022

Number of Days to Update: 85

Source: Department of Environmental Protection

Telephone: 850-717-9086 Last EDR Contact: 05/13/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Varies

CLEANUP SITES: DEP Cleanup Sites - Contamination Locator Map Listing

This listing includes the locations of waste cleanup sites from various programs. The source of the cleanup site data includes Hazardous Waste programs, Site Investigation Section, Compliance and Enforcement Tracking, Drycleaning State Funded Cleanup Program (possibly other state funded cleanup), Storage Tank Contamination Monitoring.

Date of Government Version: 02/22/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/18/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 866-282-0787 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Quarterly

DEDB: Ethylene Dibromide Database Results

Ethylene dibromide (EDB), a soil fumigant, that has been detected in drinking water wells. The amount found exceeds the maximum contaminant level as stated in Chapter 62-550 or 520. It is a potential threat to public health when present in drinking water.

Date of Government Version: 12/08/2021 Date Data Arrived at EDR: 12/09/2021 Date Made Active in Reports: 02/25/2022

Number of Days to Update: 78

Source: Department of Environmental Protection

Telephone: 850-245-8335 Last EDR Contact: 06/09/2022

Next Scheduled EDR Contact: 09/26/2022 Data Release Frequency: Varies

DRYCLEANERS: Drycleaning Facilities

The Drycleaners database, maintained by the Department of Environmental Protection, provides information about

permitted dry cleaner facilities.

Date of Government Version: 01/18/2022 Date Data Arrived at EDR: 01/19/2022 Date Made Active in Reports: 04/13/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 850-245-8927 Last EDR Contact: 04/19/2022

Next Scheduled EDR Contact: 08/01/2022 Data Release Frequency: Semi-Annually

DWM CONTAM: DWM CONTAMINATED SITES

A listing of active or known sites. The listing includes sites that need cleanup but are not actively being working

on because the agency currently does not have funding (primarily petroleum and drycleaning).

Date of Government Version: 11/30/2021 Date Data Arrived at EDR: 01/04/2022 Date Made Active in Reports: 03/21/2022

Number of Days to Update: 76

Source: Department of Environmental Protection

Telephone: 850-245-7503 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Varies

Financial Assurance 1: Financial Assurance Information Listing

A list of hazardous waste facilities required to provide financial assurance under RCRA.

Date of Government Version: 01/03/2022 Date Data Arrived at EDR: 01/25/2022 Date Made Active in Reports: 04/13/2022

Number of Days to Update: 78

Source: Department of Environmental Protection

Telephone: 850-245-8793 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Semi-Annually

Financial Assurance 2: Financial Assurance Information Listing

A listing of financial assurance information for solid waste facilities.

Date of Government Version: 01/03/2022 Date Data Arrived at EDR: 01/25/2022 Date Made Active in Reports: 04/19/2022

Number of Days to Update: 84

Source: Department of Environmental Protection

Telephone: 850-245-8743 Last EDR Contact: 04/26/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Semi-Annually

Financial Assurance 3: Financial Assurance Information Listing

A listing of financial assurance information for storage tanks sites.

Date of Government Version: 02/02/2022 Date Data Arrived at EDR: 02/03/2022 Date Made Active in Reports: 02/07/2022

Number of Days to Update: 4

Source: Department of Environmental Protection

Telephone: 850-245-8853 Last EDR Contact: 04/21/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

FL Cattle Dip. Vats: Cattle Dipping Vats

From the 1910's through the 1950's, these vats were filled with an arsenic solution for the control and eradication of the cattle fever tick. Other pesticides, such as DDT, were also widely used. By State law, all cattle, horses, mules, goats, and other susceptible animals were required to be dipped every 14 days. Under certain circumstances, the arsenic and other pesticides remaining at the site may present an environmental or public health hazard.

Date of Government Version: 09/27/2019 Date Data Arrived at EDR: 01/10/2020 Date Made Active in Reports: 02/11/2020

Number of Days to Update: 32

Source: Department of Environmental Protection

Telephone: 850-245-4444 Last EDR Contact: 04/07/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: No Update Planned

HW GEN: Hazardous Waste Generators

Small Quantity Hazardous Waste Generators are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities greater than 100 Kg but less than 1,000 Kg in any one calendar month. Large Quantity Generators of Hazardous Waste are tracked in this coverage based on their notification to the Department of Environmental Protection as to their handler status, or based on inspections conducted at their facilities. These facilities are regulated under the federal Resource Conservation and Recovery Act (RCRA) and applicable state regulations as generators of hazardous wastes in quantities equal to or greater than 1,000 Kg in any one calendar month.

Date of Government Version: 08/11/2021 Date Data Arrived at EDR: 12/17/2021 Date Made Active in Reports: 03/08/2022

Number of Days to Update: 81

Source: Department of Environmental Protection

Telephone: 850-245-8758 Last EDR Contact: 03/24/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Quarterly

RESP PARTY: Responsible Party Sites Listing Open, inactive and closed responsible party sites

Date of Government Version: 12/01/2021 Date Data Arrived at EDR: 12/22/2021 Date Made Active in Reports: 03/09/2022

Number of Days to Update: 77

Source: Department of Environmental Protection

Telephone: 850-245-8758 Last EDR Contact: 03/29/2022

Next Scheduled EDR Contact: 07/11/2022 Data Release Frequency: Quarterly

SITE INV SITES: Site Investigation Section Sites Listing

Statewide coverage of Site Investigation Section (SIS) sites. Site Investigation is a Section within the Bureau of Waste Cleanup, Division of Waste Management. SIS provides technical support to FDEP District Waste Cleanup Programs and conducts contamination assessments throughout the state.

Date of Government Version: 02/14/2022 Date Data Arrived at EDR: 02/15/2022 Date Made Active in Reports: 05/11/2022

Number of Days to Update: 85

Source: Department of Environmental Protection

Telephone: 850-245-8953 Last EDR Contact: 05/17/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Quarterly

TIER 2: Tier 2 Facility Listing

A listing of facilities which store or manufacture hazardous materials that submit a chemical inventory report.

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 06/21/2021 Date Made Active in Reports: 09/14/2021

Number of Days to Update: 85

Source: Department of Environmental Protection

Telephone: 850-413-9970 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/19/2022 Data Release Frequency: Varies

UIC: Underground Injection Wells Database Listing

A listing of Class I wells. Class I wells are used to inject hazardous waste, nonhazardous waste, or municipal waste below the lowermost USDW.

Date of Government Version: 01/20/2022 Date Data Arrived at EDR: 01/20/2022 Date Made Active in Reports: 01/27/2022

Number of Days to Update: 7

Source: Department of Environmental Protection

Telephone: 850-245-8655 Last EDR Contact: 04/18/2022

Next Scheduled EDR Contact: 08/01/2022

Data Release Frequency: Varies

WASTEWATER: Wastewater Facility Regulation Database

Domestic and industrial wastewater facilities.

Date of Government Version: 01/05/2022 Date Data Arrived at EDR: 02/01/2022 Date Made Active in Reports: 04/27/2022

Number of Days to Update: 85

Source: Department of Environmental Protection

Telephone: 850-245-8600 Last EDR Contact: 05/03/2022

Next Scheduled EDR Contact: 08/15/2022 Data Release Frequency: Quarterly

PCS INACTIVE: Listing of Inactive PCS Permits

An inactive permit is a facility that has shut down or is no longer discharging.

Date of Government Version: 11/05/2014 Date Data Arrived at EDR: 01/06/2015 Date Made Active in Reports: 05/06/2015

Number of Days to Update: 120

Source: EPA

Telephone: 202-564-2496 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

MINES MRDS: Mineral Resources Data System

Mineral Resources Data System

Date of Government Version: 04/06/2018 Date Data Arrived at EDR: 10/21/2019 Date Made Active in Reports: 10/24/2019

Number of Days to Update: 3

Source: USGS

Telephone: 703-648-6533 Last EDR Contact: 05/27/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

PCS ENF: Enforcement data

No description is available for this data

Date of Government Version: 12/31/2014 Date Data Arrived at EDR: 02/05/2015 Date Made Active in Reports: 03/06/2015

Number of Days to Update: 29

Source: EPA

Telephone: 202-564-2497 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Varies

PCS: Permit Compliance System

PCS is a computerized management information system that contains data on National Pollutant Discharge Elimination System (NPDES) permit holding facilities. PCS tracks the permit, compliance, and enforcement status of NPDES facilities.

Date of Government Version: 07/14/2011 Date Data Arrived at EDR: 08/05/2011 Date Made Active in Reports: 09/29/2011

Number of Days to Update: 55

Source: EPA, Office of Water Telephone: 202-564-2496 Last EDR Contact: 03/31/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Semi-Annually

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP: EDR Proprietary Manufactured Gas Plants

The EDR Proprietary Manufactured Gas Plant Database includes records of coal gas plants (manufactured gas plants) compiled by EDR's researchers. Manufactured gas sites were used in the United States from the 1800's to 1950's to produce a gas that could be distributed and used as fuel. These plants used whale oil, rosin, coal, or a mixture of coal, oil, and water that also produced a significant amount of waste. Many of the byproducts of the gas production, such as coal tar (oily waste containing volatile and non-volatile chemicals), sludges, oils and other compounds are potentially hazardous to human health and the environment. The byproduct from this process was frequently disposed of directly at the plant site and can remain or spread slowly, serving as a continuous source of soil and groundwater contamination.

Date of Government Version: N/A
Date Data Arrived at EDR: N/A
Date Made Active in Reports: N/A
Number of Days to Update: N/A

Source: EDR, Inc.
Telephone: N/A
Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A

Data Release Frequency: No Update Planned

EDR Hist Auto: EDR Exclusive Historical Auto Stations

EDR has searched selected national collections of business directories and has collected listings of potential gas station/filling station/service station sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include gas station/filling station/service station establishments. The categories reviewed included, but were not limited to gas, gas station, gasoline station, filling station, auto, automobile repair, auto service station, service station, etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A Date Data Arrived at EDR: N/A Date Made Active in Reports: N/A Number of Days to Update: N/A Source: EDR, Inc. Telephone: N/A Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

EDR Hist Cleaner: EDR Exclusive Historical Cleaners

EDR has searched selected national collections of business directories and has collected listings of potential dry cleaner sites that were available to EDR researchers. EDR's review was limited to those categories of sources that might, in EDR's opinion, include dry cleaning establishments. The categories reviewed included, but were not limited to dry cleaners, cleaners, laundry, laundromat, cleaning/laundry, wash & dry etc. This database falls within a category of information EDR classifies as "High Risk Historical Records", or HRHR. EDR's HRHR effort presents unique and sometimes proprietary data about past sites and operations that typically create environmental concerns, but may not show up in current government records searches.

Date of Government Version: N/A Date Data Arrived at EDR: N/A Date Made Active in Reports: N/A Number of Days to Update: N/A Source: EDR, Inc. Telephone: N/A Last EDR Contact: N/A

Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

RGA HWS: Recovered Government Archive State Hazardous Waste Facilities List

The EDR Recovered Government Archive State Hazardous Waste database provides a list of SHWS incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Source: Department of Environmental Protection

Telephone: N/A

Last EDR Contact: 06/01/2012 Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

RGA LF: Recovered Government Archive Solid Waste Facilities List

The EDR Recovered Government Archive Landfill database provides a list of landfills derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 01/10/2014
Number of Days to Update: 193

Source: Department of Environmental Protection

Telephone: N/A

Last EDR Contact: 06/01/2012 Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

RGA LUST: Recovered Government Archive Leaking Underground Storage Tank

The EDR Recovered Government Archive Leaking Underground Storage Tank database provides a list of LUST incidents derived from historical databases and includes many records that no longer appear in current government lists. Compiled from Records formerly available from the Department of Environmental Protection in Floridia.

Date of Government Version: N/A
Date Data Arrived at EDR: 07/01/2013
Date Made Active in Reports: 12/30/2013
Number of Days to Update: 182

Telephone: N/A Last EDR Contact: 06/01/2012 Next Scheduled EDR Contact: N/A Data Release Frequency: Varies

Source: Department of Environmental Protection

COUNTY RECORDS

ALACHUA COUNTY:

FACILITY LIST ALACHUA: Facility List

List of all regulated facilities in Alachua County.

Date of Government Version: 12/14/2021 Date Data Arrived at EDR: 12/15/2021 Date Made Active in Reports: 03/08/2022

Number of Days to Update: 83

Source: Alachua County Environmental Protection Department

Telephone: 352-264-6800 Last EDR Contact: 03/17/2022

Next Scheduled EDR Contact: 07/04/2022 Data Release Frequency: Annually

BROWARD COUNTY:

AST BROWARD: Aboveground Storage Tanks

Aboveground storage tank locations in Broward County.

Date of Government Version: 09/15/2021 Date Data Arrived at EDR: 09/16/2021 Date Made Active in Reports: 12/03/2021

Number of Days to Update: 78

Source: Broward County Environmental Protection Department

Telephone: 954-818-7509 Last EDR Contact: 05/19/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

EDIEAR BROWARD: Semi-Annual Inventory Report on Contaminated Locations

Early Detection Incentive/Environmental Assessment Remediation. This report monitors the status and remediation progress of known contaminated locations within Broward County. Sites listed by the US EPA, the Florida Department of Environmental Protection, and sites licensed for contamination assessment and cleanup by the Division of Pollution Prevention and Remediation Programs of the Department.

Date of Government Version: 02/22/2022 Date Data Arrived at EDR: 02/23/2022 Date Made Active in Reports: 05/18/2022

Number of Days to Update: 84

Source: Broward County Environmental Protection Department

Telephone: 954-818-7509 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

HAZMAT BROWARD: Hazardous Material Sites

HM sites use or store greater than 25 gallons of hazardous materials per month.

Date of Government Version: 03/08/2022 Date Data Arrived at EDR: 03/10/2022 Date Made Active in Reports: 06/06/2022

Number of Days to Update: 88

Source: Broward County Environmental Protection Department

Telephone: 954-818-7509 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Annually

NOV BROWARD: Notice Of Violations Sites

NOV facilities have received a notice of violation letter under the Broward County Chapter 27 Code.

Date of Government Version: 09/15/2021 Date Data Arrived at EDR: 09/16/2021 Date Made Active in Reports: 12/08/2021

Number of Days to Update: 83

Source: Broward County Environmental Protection Department

Telephone: 954-818-7509 Last EDR Contact: 06/02/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Annually

UST BROWARD: Underground Storage Tanks

All known regulated storage tanks within Broward County, including those tanks that have been closed

Date of Government Version: 09/15/2021 Date Data Arrived at EDR: 09/16/2021 Date Made Active in Reports: 12/03/2021

Number of Days to Update: 78

Source: Broward County Environmental Protection Department

Telephone: 954-818-7509 Last EDR Contact: 05/19/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

HILLSBOROUGH COUNTY:

LF HILLSBOROUGH: Hillsborough County LF Hillsborough county landfill sites.

Date of Government Version: 10/01/2021 Date Data Arrived at EDR: 10/01/2021 Date Made Active in Reports: 12/17/2021

Number of Days to Update: 77

Source: Hillsborough County Environmental Protection Commission

Telephone: 813-627-2600 Last EDR Contact: 04/04/2022

Next Scheduled EDR Contact: 07/18/2022

Data Release Frequency: Varies

MIAMI-DADE COUNTY:

DADE CO AP: Air Permit Sites

Facilities that release or have a potential to release pollutants.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6755 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE CO AW: Agricultural Waste Listing A listing of agricultural waste sites

> Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Miami-Dade County Division of Environmental Resources Management

Telephone: 305-372-6715 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

DADE CO LF: Miami Dade County Landfill Solid Waste Sites listing.

Miami Dade County Landfill Solid Waste Sites listing.

Date of Government Version: 02/24/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Miami Dade County Environmental Resources Management

Telephone: 305-372-6789 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Varies

DADE CO LW: Liquid Waste Transporter List

The Liquid Waste Transporter permit regulates the transportation of various types of liquid and solid waste, including hazardous waste, waste oil and oily waste waters, septic and grease trap waste, biomedical waste, spent radiator fluid, photo chemical waste, dry sewage sludge, and other types of non-hazardous industrial waste. The Liquid Waste Transporter permits needed to protect the environment and the public from improperly handled and transported waste.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: DERM

Telephone: 305-372-6755 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Quarterly

DADE GTO: Grease Trap Sites

Any non-residential facility that discharges waste to a sanitary sewer.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Dade County Dept. of Env. Resources Mgmt.

Telephone: 305-372-6508 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE MOP: Marine Facilities Operating Permit

What is this permit used for? Miami-Dade County Ordinance 89-104 and Section 24-18 of the Code of Miami-Dade County require the following types of marine facilities to obtain annual operating permits from DERM: All recreational boat docking facilities with ten (10) or more boat slips, moorings, davit spaces, and vessel tie-up spaces.

All boat storage facilities contiguous to tidal waters in Miami-Dade County with ten (10) or more dry storage spaces including boatyards and boat manufacturing facilities.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: DERM

Telephone: 305-372-3576 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Quarterly

DADE MRE: Maimi River Enforcement

The Miami River Enforcement database files were created for facilities and in some instances vessels that were inspected by a workgroup within the Department that was identified as the Miami River Enforcement Group. The files do not all necessarily reflect enforcement cases and some were created for locations that were permitted by other Sections within the Department.

Date of Government Version: 06/05/2013 Date Data Arrived at EDR: 06/06/2013 Date Made Active in Reports: 08/06/2013

Number of Days to Update: 61

Source: DERM

Telephone: 305-372-3576 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Quarterly

DADE_HWS: Hazardous Waste Sites

Sites with the potential to generate waste

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Dade County Department of Environmental Resources Management

Telephone: 305-372-6755 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE_IW2_4: Industrial Waste Type 2-4 Sites

IW2s are facilities having reclaim or recycling systems with no discharges, aboveground holding tanks or spill prevention and countermeasure plans. IW4s are facilities that discharge an effluent to the ground.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6700 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE_IW5: Industrial Waste Type 5 Sites

Generally these facilities fall under the category of "conditionally exempt small quantity generator" or "small quantity generator".

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6700 Last EDR Contact: 11/22/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE_IW6: Industrial Waste Type 6

Permits issued to those non-residential land uses located within the major drinking water wellfield protection areas that are not served by sanitary sewers. These facilities do not handle hazardous materials but are regulated because of the env. sensitivity of the areas where they are located.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6700 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

DADE_IWP: Industrial Waste Permit Sites

Facilities that either generate more than 25,000 of wastewater per day to sanitary sewers or are pre-defined by

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6700 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

ENF: Enforcement Case Tracking System Sites

Enforcement cases monitored by the Dade County Department of Environmental Resources Management.

Date of Government Version: 02/23/2022 Date Data Arrived at EDR: 02/24/2022 Date Made Active in Reports: 05/19/2022

Number of Days to Update: 84

Source: Department of Environmental Resources Management

Telephone: 305-372-6755 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

SPILLS DADE: Fuel Spills Cases

DERM documents fuel spills of sites that are not in a state program.

Date of Government Version: 01/08/2009 Date Data Arrived at EDR: 01/13/2009 Date Made Active in Reports: 02/05/2009

Number of Days to Update: 23

Source: Department of Environmental Resources Management

Telephone: 305-372-6755 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

UST DADE: Storage Tanks

A listing of aboveground and underground storage tank site locations.

Date of Government Version: 05/10/2020 Date Data Arrived at EDR: 08/19/2021 Date Made Active in Reports: 11/12/2021

Number of Days to Update: 85

Source: Department of Environmental Resource Management

Telephone: 305-372-6700 Last EDR Contact: 05/24/2022

Next Scheduled EDR Contact: 09/05/2022 Data Release Frequency: Semi-Annually

PALM BEACH COUNTY:

LF PALM BEACH: Palm Beach County LF

Palm Beach County Inventory of Solid Waste Sites.

Date of Government Version: 09/01/2011 Date Data Arrived at EDR: 09/20/2011 Date Made Active in Reports: 10/10/2011

Number of Days to Update: 20

Source: Palm Beach County Solid Waste Authority

Telephone: 561-640-4000 Last EDR Contact: 06/09/2022

Next Scheduled EDR Contact: 09/19/2022

Data Release Frequency: Varies

OTHER DATABASE(S)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

CT MANIFEST: Hazardous Waste Manifest Data

Facility and manifest data. Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a tsd facility.

Date of Government Version: 12/03/2021 Date Data Arrived at EDR: 02/11/2022 Date Made Active in Reports: 05/06/2022

Number of Days to Update: 84

Source: Department of Energy & Environmental Protection

Telephone: 860-424-3375 Last EDR Contact: 05/09/2022

Next Scheduled EDR Contact: 08/22/2022 Data Release Frequency: No Update Planned

NJ MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 12/31/2018 Date Data Arrived at EDR: 04/10/2019 Date Made Active in Reports: 05/16/2019

Number of Days to Update: 36

Source: Department of Environmental Protection

Telephone: N/A

Last EDR Contact: 04/07/2022

Next Scheduled EDR Contact: 07/18/2022 Data Release Frequency: Annually

NY MANIFEST: Facility and Manifest Data

Manifest is a document that lists and tracks hazardous waste from the generator through transporters to a TSD

facility.

Date of Government Version: 01/01/2019 Date Data Arrived at EDR: 10/29/2021 Date Made Active in Reports: 01/19/2022

Number of Days to Update: 82

Source: Department of Environmental Conservation

Telephone: 518-402-8651 Last EDR Contact: 04/28/2022

Next Scheduled EDR Contact: 08/08/2022 Data Release Frequency: Quarterly

PA MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 06/30/2018 Date Data Arrived at EDR: 07/19/2019 Date Made Active in Reports: 09/10/2019

Number of Days to Update: 53

Source: Department of Environmental Protection

Telephone: 717-783-8990 Last EDR Contact: 04/08/2022

Next Scheduled EDR Contact: 07/25/2022 Data Release Frequency: Annually

RI MANIFEST: Manifest information

Hazardous waste manifest information

Date of Government Version: 12/31/2020 Date Data Arrived at EDR: 11/30/2021 Date Made Active in Reports: 02/18/2022

Number of Days to Update: 80

Source: Department of Environmental Management

Telephone: 401-222-2797 Last EDR Contact: 05/16/2022

Next Scheduled EDR Contact: 08/29/2022 Data Release Frequency: Annually

WI MANIFEST: Manifest Information

Hazardous waste manifest information.

Date of Government Version: 05/31/2018 Date Data Arrived at EDR: 06/19/2019 Date Made Active in Reports: 09/03/2019

Number of Days to Update: 76

Source: Department of Natural Resources

Telephone: N/A

Last EDR Contact: 06/03/2022

Next Scheduled EDR Contact: 09/19/2022 Data Release Frequency: Annually

Oil/Gas Pipelines

Source: Endeavor Business Media

Petroleum Bundle (Crude Oil, Refined Products, Petrochemicals, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)) N = Natural Gas Bundle (Natural Gas, Gas Liquids (LPG/NGL), and Specialty Gases (Miscellaneous)). This map includes information copyrighted by Endeavor Business Media. This information is provided on a best effort basis and Endeavor Business Media does not guarantee its accuracy nor warrant its fitness for any particular purpose. Such information has been reprinted with the permission of Endeavor Business Media.

Electric Power Transmission Line Data

Source: Endeavor Business Media

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Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

AHA Hospitals:

Source: American Hospital Association, Inc.

Telephone: 312-280-5991

The database includes a listing of hospitals based on the American Hospital Association's annual survey of hospitals.

Medical Centers: Provider of Services Listing

Source: Centers for Medicare & Medicaid Services

Telephone: 410-786-3000

A listing of hospitals with Medicare provider number, produced by Centers of Medicare & Medicaid Services,

a federal agency within the U.S. Department of Health and Human Services.

Nursing Homes

Source: National Institutes of Health

Telephone: 301-594-6248

Information on Medicare and Medicaid certified nursing homes in the United States.

Public Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on elementary

and secondary public education in the United States. It is a comprehensive, annual, national statistical database of all public elementary and secondary schools and school districts, which contains data that are comparable across all states.

Private Schools

Source: National Center for Education Statistics

Telephone: 202-502-7300

The National Center for Education Statistics' primary database on private school locations in the United States.

Daycare Centers: Department of Children & Families

Source: Provider Information Telephone: 850-488-4900

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory

Source: Department of Environmental Protection

Telephone: 850-245-8238

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

STREET AND ADDRESS INFORMATION

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GEOCHECK®- PHYSICAL SETTING SOURCE ADDENDUM

TARGET PROPERTY ADDRESS

PLCWC 3501 WEST PROSPECT ROAD FORT LAUDERDALE, FL 33309

TARGET PROPERTY COORDINATES

Latitude (North): 26.196961 - 26 ^ 11' 49.06" Longitude (West): 80.193554 - 80 ^ 11' 36.79"

Universal Tranverse Mercator: Zone 17 UTM X (Meters): 580575.2 UTM Y (Meters): 2897583.0

Elevation: 1 ft. above sea level

USGS TOPOGRAPHIC MAP

Target Property Map: 11496427 FORT LAUDERDALE NORTH, FL

Version Date: 2018

EDR's GeoCheck Physical Setting Source Addendum is provided to assist the environmental professional in forming an opinion about the impact of potential contaminant migration.

Assessment of the impact of contaminant migration generally has two principle investigative components:

- 1. Groundwater flow direction, and
- 2. Groundwater flow velocity.

Groundwater flow direction may be impacted by surface topography, hydrology, hydrogeology, characteristics of the soil, and nearby wells. Groundwater flow velocity is generally impacted by the nature of the geologic strata.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW DIRECTION INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, such as surface topographic information, hydrologic information, hydrogeologic data collected on nearby properties, and regional groundwater flow information (from deep aquifers).

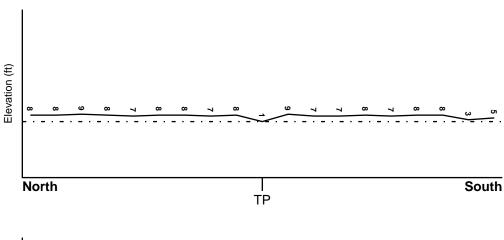
TOPOGRAPHIC INFORMATION

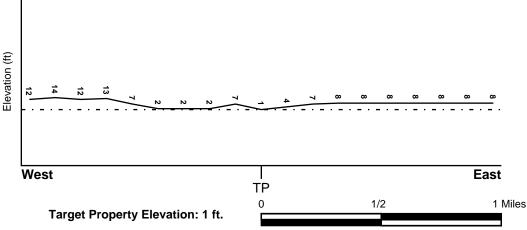
Surface topography may be indicative of the direction of surficial groundwater flow. This information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

TARGET PROPERTY TOPOGRAPHY

General Topographic Gradient: General WSW

SURROUNDING TOPOGRAPHY: ELEVATION PROFILES





Source: Topography has been determined from the USGS 7.5' Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

HYDROLOGIC INFORMATION

Surface water can act as a hydrologic barrier to groundwater flow. Such hydrologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Refer to the Physical Setting Source Map following this summary for hydrologic information (major waterways and bodies of water).

FEMA FLOOD ZONE

12011C0362H

Flood Plain Panel at Target Property **FEMA Source Type** 12011C0354H FEMA FIRM Flood data Additional Panels in search area: **FEMA Source Type** 12011C0358H FEMA FIRM Flood data 12011C0366H FEMA FIRM Flood data FEMA FIRM Flood data

NATIONAL WETLAND INVENTORY

NWI Electronic NWI Quad at Target Property Data Coverage

FORT LAUDERDALE NORTH YES - refer to the Overview Map and Detail Map

HYDROGEOLOGIC INFORMATION

Hydrogeologic information obtained by installation of wells on a specific site can often be an indicator of groundwater flow direction in the immediate area. Such hydrogeologic information can be used to assist the environmental professional in forming an opinion about the impact of nearby contaminated properties or, should contamination exist on the target property, what downgradient sites might be impacted.

Site-Specific Hydrogeological Data*:

Search Radius: 1.25 miles Status: Not found

AQUIFLOW®

Search Radius: 1.000 Mile.

EDR has developed the AQUIFLOW Information System to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted by environmental professionals to regulatory authorities at select sites and has extracted the date of the report, groundwater flow direction as determined hydrogeologically, and the depth to water table.

	LOCATION	GENERAL DIRECTION
MAP ID	FROM TP	GROUNDWATER FLOW
W122	1/4 - 1/2 Mile ESE	W
X131	1/4 - 1/2 Mile NE	SW
159	1/2 - 1 Mile SSW	NW
232	1/2 - 1 Mile SW	NE
1G	1/4 - 1/2 Mile NE	SW
2G	1/4 - 1/2 Mile ESE	W

^{©1996} Site-specific hydrogeological data gathered by CERCLIS Alerts, Inc., Bainbridge Island, WA. All rights reserved. All of the information and opinions presented are those of the cited EPA report(s), which were completed under a Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS) investigation. TC7016287.2s Page A-3

GEOCHECK[®] - PHYSICAL SETTING SOURCE SUMMARY

	LOCATION	GENERAL DIRECTION
MAP ID	FROM TP	GROUNDWATER FLOW
3G	1/2 - 1 Mile SSW	NW
4G	1/2 - 1 Mile SW	NE

For additional site information, refer to Physical Setting Source Map Findings.

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

GROUNDWATER FLOW VELOCITY INFORMATION

Groundwater flow velocity information for a particular site is best determined by a qualified environmental professional using site specific geologic and soil strata data. If such data are not reasonably ascertainable, it may be necessary to rely on other sources of information, including geologic age identification, rock stratigraphic unit and soil characteristics data collected on nearby properties and regional soil information. In general, contaminant plumes move more quickly through sandy-gravelly types of soils than silty-clayey types of soils.

GEOLOGIC INFORMATION IN GENERAL AREA OF TARGET PROPERTY

Geologic information can be used by the environmental professional in forming an opinion about the relative speed at which contaminant migration may be occurring.

ROCK STRATIGRAPHIC UNIT

GEOLOGIC AGE IDENTIFICATION

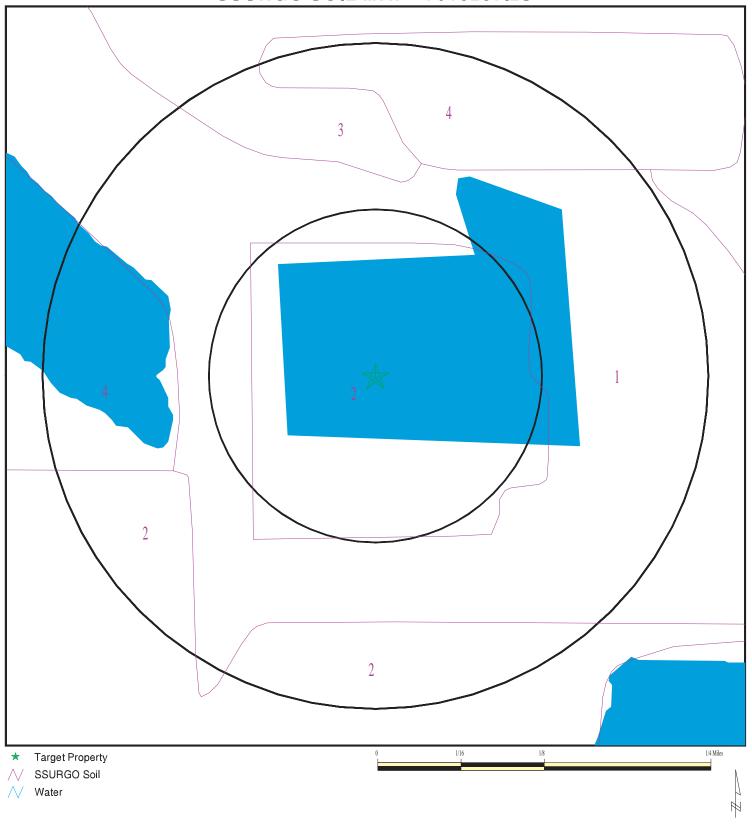
Era: Cenozoic Category: Stratifed Sequence

System: Quaternary Series: Pleistocene

Code: Qp (decoded above as Era, System & Series)

Geologic Age and Rock Stratigraphic Unit Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - a digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

SSURGO SOIL MAP - 7016287.2s



SITE NAME: PLCWC ADDRESS: 3501 West Prospect Road Fort Lauderdale FL 33309 LAT/LONG: 26.196961 / 80.193554

CLIENT: Kiewit
CONTACT: Jason Bright
INQUIRY#: 7016287.2s
DATE: June 13, 2022 12:00 pm

CAM 23-0159 Exhibit 4

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

DOMINANT SOIL COMPOSITION IN GENERAL AREA OF TARGET PROPERTY

The U.S. Department of Agriculture's (USDA) Soil Conservation Service (SCS) leads the National Cooperative Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. The following information is based on Soil Conservation Service SSURGO data.

Soil Map ID: 1

Soil Component Name: Margate

Soil Surface Texture: fine sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be

drained and are classified.

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 77 inches

Depth to Watertable Min: > 0 inches

Layer	Boundary			Classification		Saturated hydraulic	
	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil	conductivity	
1	0 inches	7 inches	fine sand	Not reported	Not reported	Max: 141 Min: 14	Max: Min:
2	7 inches	16 inches	fine sand	Not reported	Not reported	Max: 141 Min: 14	Max: Min:
3	16 inches	27 inches	fine sand	Not reported	Not reported	Max: 141 Min: 14	Max: Min:
4	27 inches	31 inches	gravelly fine sand	Not reported	Not reported	Max: 141 Min: 14	Max: Min:
5	31 inches	31 inches	bedrock	Not reported	Not reported	Max: 141 Min: 14	Max: Min:

Soil Map ID: 2

Soil Component Name: Udorthents

Soil Surface Texture: cobbly sand

Hydrologic Group: Class A - High infiltration rates. Soils are deep, well drained to

excessively drained sands and gravels.

Soil Drainage Class: Well drained

GEOCHECK® - PHYSICAL SETTING SOURCE SUMMARY

Hydric Status: Not hydric

Corrosion Potential - Uncoated Steel: Low

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

Soil Layer Information							
	Boui	ndary		Classification		Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		Soil Reaction (pH)
1	0 inches	57 inches	cobbly sand	Not reported	Not reported	Max: 141 Min: 42	Max: 8.4 Min: 7.4

Soil Map ID: 3

Soil Component Name: Immokalee

Soil Surface Texture: fine sand

Class B/D - Drained/undrained hydrology class of soils that can be drained and are classified. Hydrologic Group:

Soil Drainage Class: Poorly drained

Hydric Status: Partially hydric

Corrosion Potential - Uncoated Steel: High

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 31 inches

Soil Layer Information							
	Bou	ndary		Classification		Saturated hydraulic	
Layer	Upper	Lower	Soil Texture Class	AASHTO Group	Unified Soil		
1	0 inches	5 inches	fine sand	Not reported	Not reported	Max: 141 Min: 42	Max: 6 Min: 3.6
2	5 inches	35 inches	fine sand	Not reported	Not reported	Max: 141 Min: 42	Max: 6 Min: 3.6
3	35 inches	53 inches	fine sand	Not reported	Not reported	Max: 141 Min: 42	Max: 6 Min: 3.6
4	53 inches	72 inches	fine sand	Not reported	Not reported	Max: 141 Min: 42	Max: 6 Min: 3.6

Soil Map ID: 4

Soil Component Name: Water

Soil Surface Texture: fine sand

Hydrologic Group: Class B/D - Drained/undrained hydrology class of soils that can be

drained and are classified.

Soil Drainage Class: Hydric Status: Unknown

Corrosion Potential - Uncoated Steel: Not Reported

Depth to Bedrock Min: > 0 inches

Depth to Watertable Min: > 0 inches

No Layer Information available.

LOCAL / REGIONAL WATER AGENCY RECORDS

EDR Local/Regional Water Agency records provide water well information to assist the environmental professional in assessing sources that may impact ground water flow direction, and in forming an opinion about the impact of contaminant migration on nearby drinking water wells.

WELL SEARCH DISTANCE INFORMATION

DATABASE SEARCH DISTANCE (miles)

Federal USGS 1.000

Federal FRDS PWS Nearest PWS within 1 mile

State Database 1.000

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
A12	USGS4000 0235602	0 - 1/8 Mile ENE
A13	USGS40000235592	0 - 1/8 Mile East
D26	USGS40000235593	1/8 - 1/4 Mile WSW
D28	USGS40000235594	1/8 - 1/4 Mile WSW
H37	USGS40000235597	1/8 - 1/4 Mile East
H38	USGS40000235591	1/8 - 1/4 Mile East
H39	USGS40000235584	1/8 - 1/4 Mile ESE
H47	USGS40000235590	1/8 - 1/4 Mile East
175	USGS40000235609	1/8 - 1/4 Mile NNW

FEDERAL USGS WELL INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
176	USGS40000235610	1/8 - 1/4 Mile NNW
H77	USGS40000235589	1/8 - 1/4 Mile East
81	USGS40000235605	1/4 - 1/2 Mile WNW
M84	USGS40000235588	1/4 - 1/2 Mile East
K85	USGS40000235574	1/4 - 1/2 Mile ESE
N88	USGS40000235567	1/4 - 1/2 Mile South
N89	USGS40000235568	1/4 - 1/2 Mile South
X137	USGS40000235622	1/4 - 1/2 Mile NE
X138	USGS40000235623	1/4 - 1/2 Mile NE
AA142	USGS40000235633	1/4 - 1/2 Mile NW
AA143	USGS40000235634	1/4 - 1/2 Mile NW
AC153	USGS40000235643	1/2 - 1 Mile NNW
AC154	USGS40000235644	1/2 - 1 Mile NNW
AB164	USGS40000235580	1/2 - 1 Mile West
AE168	USGS40000235595	1/2 - 1 Mile West
AE169	USGS40000235596	1/2 - 1 Mile West
AH175	USGS40000235571	1/2 - 1 Mile ESE
AK179	USGS40000235626	1/2 - 1 Mile ENE
AM183	USGS40000235542	1/2 - 1 Mile SSE
AM184	USGS40000235543	1/2 - 1 Mile SSE
AJ190	USGS40000235651	1/2 - 1 Mile NE
AJ191	USGS40000235652	1/2 - 1 Mile NE
AK192	USGS40000235620	1/2 - 1 Mile ENE
AK193	USGS40000235621	1/2 - 1 Mile ENE
AQ201	USGS40000235535	1/2 - 1 Mile South
AR203	USGS40000235628	1/2 - 1 Mile WNW
AP204	USGS40000235614	1/2 - 1 Mile ENE
212	USGS40000235537	1/2 - 1 Mile SSE
AX221	USGS40000235533	1/2 - 1 Mile SSW
AX222	USGS40000235534	1/2 - 1 Mile SSW
AW225	USGS40000235624	1/2 - 1 Mile WNW
AZ231	USGS40000235645	1/2 - 1 Mile WNW
AZ234	USGS40000235641	1/2 - 1 Mile WNW

FEDERAL FRDS PUBLIC WATER SUPPLY SYSTEM INFORMATION

MAP ID	WELL ID	LOCATION FROM TP
AL198	FL4060167	1/2 - 1 Mile WSW

Note: PWS System location is not always the same as well location.

MAP ID	WELL ID	LOCATION FROM TP
A1	FLSO12000048528	0 - 1/8 Mile East
B2	FLSO12000048521	0 - 1/8 Mile NW
B3	FLSA12000029906	0 - 1/8 Mile North
B4	FLSA12000026932	0 - 1/8 Mile West

GEOCHECK[®] - PHYSICAL SETTING SOURCE SUMMARY

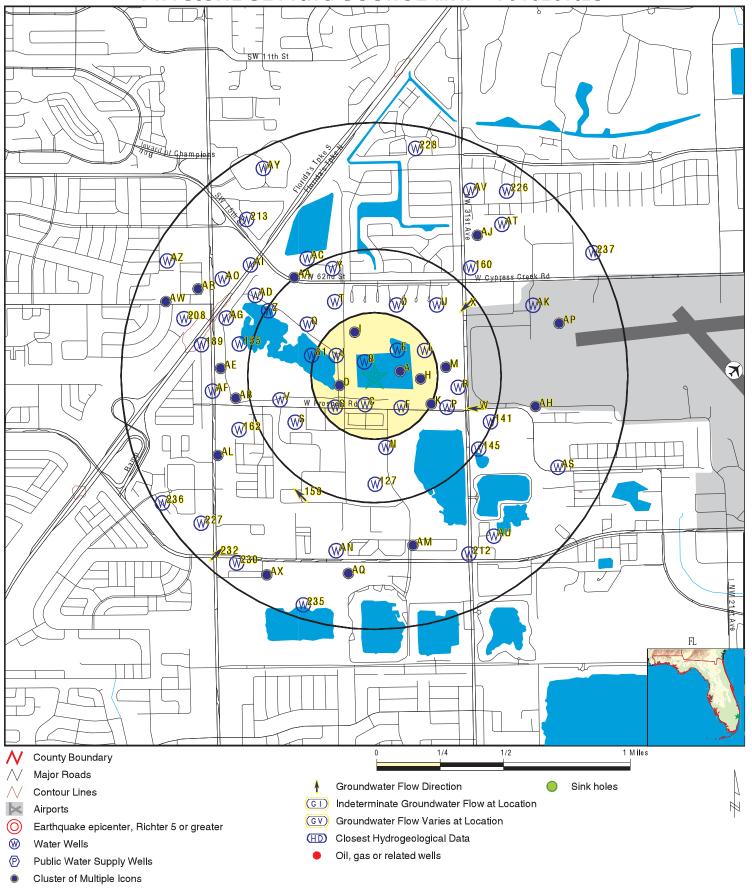
		LOCATION
MAP ID	WELL ID	FROM TP
B5	FLPUB1000005750	0 - 1/8 Mile West
C6	FLPUB1000005749	0 - 1/8 Mile South
C7	FLSA12000026934	0 - 1/8 Mile South
B8	FLSA12000026944	0 - 1/8 Mile North
B9	FLPUB1000005755	0 - 1/8 Mile North
A10	FLSA12000029904	0 - 1/8 Mile East
D11	FLSA12000029901 FLSA12000029898	0 - 1/8 Mile WSW
A14 E15	FLSO12000029898 FLSO12000048575	0 - 1/8 Mile NE 0 - 1/8 Mile NE
A16	FLPUB1000005753	0 - 1/8 Mile RE 0 - 1/8 Mile East
A17	FLSA12000026942	0 - 1/8 Mile East
D18	FLSO12000048523	1/8 - 1/4 Mile WSW
C19	FLSA12000040323	1/8 - 1/4 Mile South
C20	FLPUB1000005744	1/8 - 1/4 Mile SW
C21	FLSA12000026933	1/8 - 1/4 Mile SW
D22	FLSO12000048569	1/8 - 1/4 Mile West
F23	FLPUB1000005743	1/8 - 1/4 Mile SE
F24	FLSA12000026935	1/8 - 1/4 Mile SE
D25	FLDGW7000003422	1/8 - 1/4 Mile WSW
C27	FLSO12000048522	1/8 - 1/4 Mile South
E29	FLSA12000026943	1/8 - 1/4 Mile NE
E30	FLPUB1000005747	1/8 - 1/4 Mile NE
F31	FLSA12000029894	1/8 - 1/4 Mile SSE
G32	FLSO12000048517	1/8 - 1/4 Mile SW
H33	FLSO12000048520	1/8 - 1/4 Mile East
D34	FLSO12000048507	1/8 - 1/4 Mile WNW
135	FLSA12000029899	1/8 - 1/4 Mile NNW
G36	FLSA12000029895	1/8 - 1/4 Mile SW
J40	FLSA12000026931	1/8 - 1/4 Mile WNW
J41	FLPUB1000005734	1/8 - 1/4 Mile WNW
H42	FLSO12000048526	1/8 - 1/4 Mile ESE
J43	FLSA12000029885	1/8 - 1/4 Mile WNW
144	FLSA12000027555	1/8 - 1/4 Mile NNW
H45	FLSA12000029896	1/8 - 1/4 Mile ESE
I46 F48	FLPUB1000005748	1/8 - 1/4 Mile NNW 1/8 - 1/4 Mile SE
г46 H49	FLSO12000048516 FLPUB1000005745	1/8 - 1/4 Mile SE
H50	FLSA12000026941	1/8 - 1/4 Mile East
D51	FLPUB100002489	1/8 - 1/4 Mile WSW
D52	FLSA1200002403	1/8 - 1/4 Mile WSW
H53	FLSA12000029905	1/8 - 1/4 Mile ENE
G54	FLSO12000048546	1/8 - 1/4 Mile SW
G55	FLSO12000048562	1/8 - 1/4 Mile SW
G56	FLSO12000048561	1/8 - 1/4 Mile SW
G57	FLSO12000048545	1/8 - 1/4 Mile SW
G58	FLSO12000048544	1/8 - 1/4 Mile SW
G59	FLSO12000048543	1/8 - 1/4 Mile SW
G60	FLSO12000048530	1/8 - 1/4 Mile SW
G61	FLSO12000048529	1/8 - 1/4 Mile SW
G62	FLSO12000048563	1/8 - 1/4 Mile SW
G63	FLSO12000048541	1/8 - 1/4 Mile SW
G64	FLSO12000048508	1/8 - 1/4 Mile SW

		LOCATION
MAP ID	WELL ID	FROM TP
G65	FLSO12000048565	1/8 - 1/4 Mile SW
G66	FLSO12000048542	1/8 - 1/4 Mile SW
G67	FLSO12000048564	1/8 - 1/4 Mile SW
G68	FLSO12000048532	1/8 - 1/4 Mile SW
G69	FLSO12000048531	1/8 - 1/4 Mile SW
G70	FLSO12000048505	1/8 - 1/4 Mile SW
K71	FLPUB1000005751	1/8 - 1/4 Mile ESE
K72	FLSA12000026936	1/8 - 1/4 Mile ESE
G73	FLSA12000029883	1/8 - 1/4 Mile SW
F74	FLSA12000029902	1/8 - 1/4 Mile SE
L78	FLPUB1000005754	1/8 - 1/4 Mile ENE
L79	FLSA12000026940	1/8 - 1/4 Mile ENE
H80	FLSO12000048527	1/8 - 1/4 Mile East
M82	FLSA12000029897	1/4 - 1/2 Mile East
K83	FLSO12000048518	1/4 - 1/2 Mile ESE
M86 M87	FLPUB1000005746 FLSA12000026939	1/4 - 1/2 Mile East 1/4 - 1/2 Mile East
O90	FLSA1200020939 FLSA12000104716	1/4 - 1/2 Mile NNE
O90 O91	FLPUB1000008350	1/4 - 1/2 Mile NNE
K92	FLSO12000048524	1/4 - 1/2 Mile ESE
P93	FLSA12000029893	1/4 - 1/2 Mile ESE
P94	FLPUB1000005742	1/4 - 1/2 Mile ESE
P95	FLSA12000026937	1/4 - 1/2 Mile ESE
O96	FLSO12000048537	1/4 - 1/2 Mile NNE
M97	FLSO12000048576	1/4 - 1/2 Mile ENE
Q98	FLSO12000048574	1/4 - 1/2 Mile NW
M99	FLSO12000048519	1/4 - 1/2 Mile East
R100	FLSA12000029903	1/4 - 1/2 Mile East
S101	FLSO12000033053	1/4 - 1/2 Mile WSW
T102	FLSO12000048535	1/4 - 1/2 Mile NNW
R103	FLPUB1000005752	1/4 - 1/2 Mile East
R104	FLSA12000026938	1/4 - 1/2 Mile East 1/4 - 1/2 Mile WNW
Q105 Q106	FLSA12000029886 FLSA12000026930	1/4 - 1/2 Mile NW
T107	FLPUB1000008348	1/4 - 1/2 Mile NNW
Q108	FLPUB1000005735	1/4 - 1/2 Mile NW
T109	FLSA12000104714	1/4 - 1/2 Mile NNW
R110	FLSO12000048525	1/4 - 1/2 Mile ESE
P111	FLSO12000048515	1/4 - 1/2 Mile ESE
U112	FLSA12000104715	1/4 - 1/2 Mile NE
Q113	FLSO12000048509	1/4 - 1/2 Mile NW
U114	FLPUB1000008980	1/4 - 1/2 Mile NE
V115	FLSO12000048506	1/4 - 1/2 Mile WSW
V116	FLSA12000026925	1/4 - 1/2 Mile WSW
V117	FLPUB1000005733	1/4 - 1/2 Mile WSW
V118	FLSA12000029937	1/4 - 1/2 Mile WSW
U119	FLSO12000048538	1/4 - 1/2 Mile NE
V120	FLSO12000048570	1/4 - 1/2 Mile WSW
V121 V123	FLSO12000009170 FLSA12000029884	1/4 - 1/2 Mile West 1/4 - 1/2 Mile WSW
\$123 \$124	FLSO12000029864 FLSO12000028478	1/4 - 1/2 Mile WSW
W125	FLSO12000028478 FLSO12000048514	1/4 - 1/2 Mile ESE
V V 1 2 0	1 200 120000 100 17	1/7 1/2 WIIIG LOL

		LOCATION
MAP ID	WELL ID	FROM TP
W126	FLSA12000029892	1/4 - 1/2 Mile ESE
127	FLSO12000007474	1/4 - 1/2 Mile South
W128	FLPUB1000005741	1/4 - 1/2 Mile ESE
W129	FLSO12000008527	1/4 - 1/2 Mile ESE
W130	FLSA12000097548	1/4 - 1/2 Mile ESE
Y132	FLSO12000037546	1/4 - 1/2 Mile NNW
Z133	FLSO12000040330	1/4 - 1/2 Mile WNW
Y134	FLPUB1000008349	1/4 - 1/2 Mile NNW
Y135	FLSA12000104713	1/4 - 1/2 Mile NNW
	FLSO12000104713 FLSO12000022142	
X136		1/4 - 1/2 Mile NE
X139	FLDGW700005963	1/4 - 1/2 Mile NE
X140	FLDGW7000005964	1/4 - 1/2 Mile NE
141	FLSO12000006800	1/4 - 1/2 Mile ESE
AA144	FLSA12000029887	1/4 - 1/2 Mile NW
145	FLSO12000047077	1/2 - 1 Mile SE
Z146	FLSA12000029888	1/2 - 1 Mile WNW
Z147	FLSA12000026929	1/2 - 1 Mile NW
Z148	FLPUB1000005737	1/2 - 1 Mile NW
AA149	FLSA12000027554	1/2 - 1 Mile NW
AA150	FLPUB1000005736	1/2 - 1 Mile NW
AB151	FLSA12000026926	1/2 - 1 Mile West
AB152	FLPUB1000005740	1/2 - 1 Mile West
155	FLSO12000048511	1/2 - 1 Mile WNW
AB156	FLSA12000029891	1/2 - 1 Mile WSW
AD157	FLSO12000048573	1/2 - 1 Mile NW
AB158	FLSO12000048513	1/2 - 1 Mile West
160	FLSO12000048050	1/2 - 1 Mile NE
AD161	FLPUB1000008351	1/2 - 1 Mile NW
162	FLSO12000012531	1/2 - 1 Mile WSW
AD163	FLSA12000103696	1/2 - 1 Mile NW
AB165	FLSO12000048512	1/2 - 1 Mile West
AE166	FLSA12000026927	1/2 - 1 Mile West
AE167	FLPUB1000005739	1/2 - 1 Mile West
AE170	FLSA12000029890	1/2 - 1 Mile West
AF171	FLSO12000023030	1/2 - 1 Mile West
AG172	FLSA12000026928	1/2 - 1 Mile West
AG172 AG173	FLPUB1000005738	1/2 - 1 Mile WNW
AG173 AG174	FLSA12000029889	1/2 - 1 Mile WNW
AG174 AI176	FLSO12000029889 FLSO12000048539	1/2 - 1 Mile WWW
-		
AG177	FLSO12000048572	1/2 - 1 Mile WNW
AJ178	FLSO12000013760	1/2 - 1 Mile NE
AL180	FLSO12000015343	1/2 - 1 Mile WSW
AF181	FLSO12000008653	1/2 - 1 Mile West
AH182	FLSO12000048534	1/2 - 1 Mile East
AI185	FLSO12000021301	1/2 - 1 Mile NW
AN186	FLSO12000006892	1/2 - 1 Mile SSW
AN187	FLSO12000047313	1/2 - 1 Mile SSW
AO188	FLSA12000011247	1/2 - 1 Mile WNW
189	FLSO12000006746	1/2 - 1 Mile West
AJ194	FLSO12000013759	1/2 - 1 Mile NNE
AO195	FLSA12000011246	1/2 - 1 Mile WNW
AO196	FLSA12000011248	1/2 - 1 Mile WNW

MAP ID	WELL ID	LOCATION FROM TP
	<u></u>	
AM197	FLSO12000033084	1/2 - 1 Mile South
AO199	FLSA12000011249	1/2 - 1 Mile NW
AP200	FLSO12000048533	1/2 - 1 Mile ENE
AN202	FLSO12000007845	1/2 - 1 Mile South
AS205	FLSO12000012814	1/2 - 1 Mile ESE
AT206	FLSO12000013761	1/2 - 1 Mile NE
AT207	FLSO12000013762	1/2 - 1 Mile NE
208	FLSO12000007245	1/2 - 1 Mile WNW
AU209	FLSO12000011387	1/2 - 1 Mile SE
AU210	FLSO12000011390	1/2 - 1 Mile SE
AR211	FLSO12000011788	1/2 - 1 Mile WNW
213	FLSO12000009768	1/2 - 1 Mile NW
AV214	FLSO12000013081	1/2 - 1 Mile NNE
AQ215	FLSO12000021352	1/2 - 1 Mile South
AV216	FLSO12000013082	1/2 - 1 Mile NNE
AS217	FLSO12000010409	1/2 - 1 Mile ESE
AW218	FLSO12000013958	1/2 - 1 Mile WNW
AX219	FLSO12000007969	1/2 - 1 Mile SSW
AX220	FLSO12000012198	1/2 - 1 Mile SSW
AX223	FLDGW700005953	1/2 - 1 Mile SSW
AX224	FLDGW700005954	1/2 - 1 Mile SSW
226	FLSO12000035523	1/2 - 1 Mile NE
227	FLSO12000007818	1/2 - 1 Mile SW
228	FLSO12000011816	1/2 - 1 Mile North
AY229	FLSO12000040986	1/2 - 1 Mile NNW
230	FLSO12000019360	1/2 - 1 Mile SW
AY233	FLSO12000040985	1/2 - 1 Mile NNW
235	FLSO12000036992	1/2 - 1 Mile SSW
236	FLSO12000011455	1/2 - 1 Mile WSW
237	FLSO12000048504	1/2 - 1 Mile ENE

PHYSICAL SETTING SOURCE MAP - 7016287.2s



Map ID Direction Distance

Elevation Database EDR ID Number

East 0 - 1/8 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLEM Use: Public Water Supply Acres Served: 26500

FL WELLS

FL WELLS

FL WELLS

FLSO12000048528

FLSO12000048521

FLSA12000029906

Facility ID: 31112 Facility Type: WELL Facility Name: 49 - PROSPECT Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Existing Facility Type: Monitor Biscayne Aquifer Permitted: Source: Yes

B2 NW 0 - 1/8 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: Public Water Supply Acres Served: 26500

Facility ID: 31098 Facility Type: WELL 42 - PROSPECT Facility Name: Pump Type: Turbine Pump Diameter (in): Well Diameter (in): n 17 Intake Depth (ft): Pump Capacity: 2100 0 Well Depth (ft): Intake Elevation (ft): 91 Casing Depth (ft): well Use: Primary 82

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

B3 North 0 - 1/8 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 69
Well Depth (ft): 95 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Map ID Direction Distance

Elevation EDR ID Number Database

West 0 - 1/8 Mile

FL WELLS FLSA12000026932 Higher

Well Name:

WELL #44

Database: Super Act Program Well Data

4060486 Well Status: **ACTIVE** Permit #: Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): Casing Length (ft): 68 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: WSRP ID:

POTABLE WSRP Action: Not Reported Potable Status:

Resident Type: Not Reported

West 0 - 1/8 Mile **FL WELLS** FLPUB1000005750

Higher

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported 182245 PWS Population Served: PWS Last San Survey: 02-MAY-19 90000000 MUNICIPAL/CITY PWS Design Capacity: PWS Primary Service Area:

Well ID: 20 Well Name: FORT LAUDERDALE WELL 44

ACTIVE FLUW ID: AAH0089 Well Status: Height Above Elipsoid (m): 5.057 Well Plant ID: Year Drilled: 1985 Depth (ft): 90

PERMANENT Biscayne Aquifer Availability Usage: Aquifer:

C6 **FL WELLS** FLPUB1000005749 South 0 - 1/8 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

COMMUNITY Not Reported PWS Type: PWS Operator: PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

FORT LAUDERDALE WELL 43 Well ID: 19 Well Name:

Well Status: ACTIVE FLUW ID: AAH0091 Height Above Elipsoid (m): Well Plant ID: 6.82 2 Year Drilled: 1985 Depth (ft): 90

PERMANENT Biscayne Aquifer Availability Usage: Aquifer:

FLSA12000026934 South **FL WELLS** 0 - 1/8 Mile

FT LAUDERDALE WELL #43 Database: Super Act Program Well Data Well Name:

4060486 Well Status: **ACTIVE** Permit #:

Large (>150,00 gpd) Community PWS Well Type: Casing Material: **BLACK STEEL**

> TC7016287.2s Page A-17 CAM 23-0159 Exhibit 4 Page 405 of 869

Well Depth (ft):90Casing Length (ft):66Casing Diameter (in):16Sanitary Seal:YESLarge PWS Well:1WSRP ID:0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: OWNER

B8
North
0 - 1/8 Mile

FL WELLS
FLSA12000026944

Higher

Higher

Database: Super Act Program Well Data Well Name: WELL #49 Permit #: 4060486 Well Status: **ACTIVE** Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel Well Depth (ft): 120 Casing Length (ft): 100 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: WSRP ID: n

WSRP Action: Not Reported Potable Status: POTABLE Resident Type: Not Reported

North FL WELLS FLPUB1000005755
0 - 1/8 Mile

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 25 Well Name: FORT LAUDERDALE WELL 49

Well Status: ACTIVE FLUW ID: AAH0103
Height Above Elipsoid (m): -1.067 Well Plant ID: 2

Year Drilled: 1985 Depth (ft): 95

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

A10
East FL WELLS FLSA12000029904
0 - 1/8 Mile

Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 73
Well Depth (ft): 96 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Map ID Direction Distance

EDR ID Number Elevation Database

wsw 0 - 1/8 Mile

D11

FL WELLS FLSA12000029901

RETAGGED

Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Well Status:

Permit #:

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 66 Well Depth (ft): Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported Large PWS Well: 0 WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

A12 ENE 0 - 1/8 Mile **FED USGS** USGS40000235602

Higher

USGS-FL Organization ID: Organization Name: USGS Florida Water Science Center

Monitor Location: G -2011 Well Type: Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Contrib Drainage Area Unts: Not Reported Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: Not Reported Well Depth: Not Reported Well Depth Units: Not Reported Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 7 Level reading date: 1980-10-09 Feet below surface: Not Reported Feet to sea level: -2.51

Note: Not Reported

Level reading date: 1979-10-23 Feet below surface: Not Reported Feet to sea level: 0.47 Note: Not Reported

Feet below surface: Level reading date: 1978-05-05 Not Reported Feet to sea level: Not Reported -1.17 Note:

Level reading date: 1977-10-06 Feet below surface: Not Reported Feet to sea level: 1.32 Note: Not Reported

Feet below surface: 1976-10-13 Not Reported Level reading date: Feet to sea level: 0.09 Note: Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: -2.06Note: Not Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported

Feet to sea level: 1.09 Note: Not Reported

Map ID Direction Distance

EDR ID Number Elevation Database

East 0 - 1/8 Mile Higher

A13

FED USGS USGS40000235592

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2418 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 1980 Well Depth: 20 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -2.02

Note: Not Reported

Level reading date: 1997-11-20 Feet below surface: Not Reported Feet to sea level: Note: Not Reported -1.59

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -0.61 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -1.20 Note: Not Reported

Level reading date: 1995-10-25 Feet below surface: Not Reported Feet to sea level: Not Reported 2.45 Note:

Level reading date: 1995-04-26 Feet below surface: Not Reported Note:

Feet to sea level: 0.50 Not Reported Level reading date: 1994-10-12 Feet below surface: Not Reported

Feet to sea level: Not Reported -0.15Note:

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -2.90Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: Not Reported -3.25Note:

Level reading date: 1993-05-06 Feet below surface: Not Reported

Feet to sea level: -6.88 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported

Feet to sea level: -6.40 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported Feet to sea level: -6.25Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -6.05 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

Feet to sea level: -6.11 Note: Not Reported

Level reading date: 1990-10-16 Feet below surface: Not Reported

Feet to sea level: -5.77 Note: Not Reported Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -7.90 Note: Not Reported Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -7.80 Note: Not Reported Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: Not Reported -4.30 Note: Level reading date: 1987-05-12 Feet below surface: Not Reported Feet to sea level: -6.68 Note: Not Reported Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -7.29 Note: Not Reported Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: -5.62 Note: Not Reported Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -1.00 Note: Not Reported

A14
NE
0 - 1/8 Mile

FL WELLS
FLSA12000029898

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 82
Well Depth (ft): 95 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

E15
NE FL WELLS FLSO12000048575

0 - 1/8 Mile Higher

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:224662Facility Type:WELLFacility Name:FAS-107 ProspectPump Type:Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 16

 Pump Capacity:
 3300
 Intake Depth (ft):
 0

 Intake Elevation (ft):
 0
 Well Depth (ft):
 1200

 Casing Depth (ft):
 1000
 well Use:
 Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

A16 **East** 0 - 1/8 Mile

FL WELLS FLPUB1000005753

WELL #47

FL WELLS

FLSO12000048523

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name:

COMMUNITY PWS Operator: PWS Type: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 23 Well Name: FORT LAUDERDALE WELL 47 AAH0101

ACTIVE FLUW ID: Well Status: Height Above Elipsoid (m): 5.472 Well Plant ID: Year Drilled: 1985 Depth (ft): 96

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

A17 **East** 0 - 1/8 Mile Higher

FLSA12000026942 **FL WELLS**

Well Name:

Database: Super Act Program Well Data 4060486 Permit #:

Well Status: **ACTIVE** Black Steel Well Type: Large (>150,00 gpd) Community PWS Casing Material: Well Depth (ft): 120 Casing Length (ft): 100 Casing Diameter (in): Sanitary Seal: 16 Yes Large PWS Well: WSRP ID: 1

WSRP Action: Not Reported **POTABLE** Potable Status:

Resident Type: Not Reported

D18 wsw 1/8 - 1/4 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Land Use: **Public Water Supply** Acres Served: 26500

Facility ID: 31102 Facility Type: WELL 44 - PROSPECT Facility Name: Pump Type: Turbine Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 90 Casing Depth (ft): well Use: Primary 68

Facility Status: Facility Type: **Public Water Supply** Existing

Permitted: Source: Biscayne Aquifer Yes

Map ID Direction Distance

Elevation Database EDR ID Number

C19
South
1/8 - 1/4 Mile

FL WELLS
FLSA12000029900

1/8 - 1/4 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 66
Well Depth (ft): 90 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

C20 SW FL WELLS FLPUB1000005744

1/8 - 1/4 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 14 Well Name: FORT LAUDERDALE WEEL 38

Well Status:ACTIVEFLUW ID:AAH0090Height Above Elipsoid (m):3.895Well Plant ID:2Year Drilled:1983Depth (ft):102

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

C21 SW FL WELLS FLSA12000026933

1/8 - 1/4 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #38
Permit #: 4060486 Well Status: ACTIVE

Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel
Well Depth (ft): 102 Casing Length (ft): 82

Well Depth (ft): 102 Casing Length (ft): 82
Casing Diameter (in): 18 Sanitary Seal: Yes
Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

D22
West FL WELLS FLSO12000048569
1/8 - 1/4 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:224656Facility Type:WELL

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Facility Name: FAS-101 Prospect Pump Type: Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 16

 Pump Capacity:
 3300
 Intake Depth (ft):
 0

 Intake Elevation (ft):
 0
 Well Depth (ft):
 1200

 Casing Depth (ft):
 1000
 well Use:
 Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

F23 SE FL WELLS FLPUB1000005743

1/8 - 1/4 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:9000000PWS Primary Service Area:MUNICIPAL/CITY

Well ID: 13 Well Name: FORT LAUDERDALE WELL 37

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0092

 Height Above Elipsoid (m):
 6.919
 Well Plant ID:
 2

 Year Drilled:
 1983
 Depth (ft):
 98

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

F24
SE
FL WELLS
FLSA12000026935
1/8 - 1/4 Mile

1/8 - 1/4 Mile Higher

Higher

Database: Super Act Program Well Data Well Name: FT LAUDERDALE WELL #37

Permit #: 4060486 Well Status: ACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: BLACK STEEL

Well Depth (ft):98Casing Length (ft):82Casing Diameter (in):18Sanitary Seal:YESLarge PWS Well:1WSRP ID:0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: OWNER

D25 WSW FL WELLS FLDGW7000003422 1/8 - 1/4 Mile

Database: DEP GWIS - Generalized Water Information System Well Data (FDEP)

 Station ID:
 32652
 Station Name:
 G-2395

Station Alias: Not Reported Waterbody: UNKNOWN AQUIFER

Water Source: UNCONFINED AQUIFER Well Type: Not Reported Well Status: Not Reported Drill Date: Not Reported

Total Depth (ft): 73 Casing Depth (ft): 71

Depth Screen Begins (ft): Not Reported Depth Screen Ends (ft): Not Reported Casing Diameter (in): 2.5 Casing Material: UNKNOWN

Map ID Direction Distance

D26

EDR ID Number Elevation Database

WSW 1/8 - 1/4 Mile Higher

FED USGS USGS40000235593

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center Monitor Location: G -2395 Type: Well

03090202 Description: Not Reported HUC: Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19840201

Well Depth: 73 Well Depth Units: ft

Not Reported Well Hole Depth: Not Reported Well Hole Depth Units:

Ground water levels, Number of Measurements: 10 Level reading date: 1993-05-06 Feet below surface: Not Reported Feet to sea level: -11.75

Not Reported Note:

Level reading date: 1992-10-27 Feet below surface: Not Reported

Feet to sea level: -9.98 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported

Feet to sea level: -9.98 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -5.33 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported Feet to sea level: Not Reported

-8.80 Note:

Level reading date: 1990-10-16 Feet below surface: Not Reported

Feet to sea level: -5.28Note: Not Reported

Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -8.73 Note: Not Reported

Level reading date: 1989-10-17 Feet below surface: Not Reported

Feet to sea level: -9.63 Note: Not Reported

Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: Not Reported -9.41 Note:

Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -9.28 Note: Not Reported

C27 **FL WELLS** South FLSO12000048522 1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 31100 Facility Type: WELL Facility Name: 43 - PROSPECT Pump Type: Turbine Pump Diameter (in): 0 Well Diameter (in): 17

2100 Pump Capacity: Intake Depth (ft): n Intake Elevation (ft): Well Depth (ft): 90 Casing Depth (ft): 66 well Use: Primary Facility Status: Existing Facility Type: Monitor Source: Biscayne Aquifer Permitted: Yes

D28
WSW
FED USGS USGS40000235594

1/8 - 1/4 Mile Higher

Feet to sea level:

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2396 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported **Drainage Area Units:** Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19840201

Well Depth: 30 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 30 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -10.21

Note: Not Reported

-3.59

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: -8.43 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported Feet to sea level: -8.87 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported Feet to sea level: -6.26 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -3.38 Note: Not Reported

Level reading date: 1995-10-25 Feet below surface: Not Reported

Level reading date: 1995-10-25 Feet below surface: Not Reported

Note:

Feet to sea level: -4.40 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: -13.18 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported Feet to sea level: -6.31 Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -5.75 Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported

Feet to sea level: -6.12 Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported Feet to sea level: Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported

Not Reported

Feet to sea level:	-10.28	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-10.35	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-5.89	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-9.23	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-5.58	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-8.91	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-9.86	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-9.57	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-9.50	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-11.84	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-6.13	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-9.54	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-9.08	Note:	Not Reported
Level reading date:	1986-05-07	Feet below surface:	Not Reported
Feet to sea level:	-7.72	Note:	Not Reported
Level reading date:	1985-10-22	Feet below surface:	Not Reported
Feet to sea level:	-3.63	Note:	Not Reported
Level reading date:	1985-05-15	Feet below surface:	Not Reported
Feet to sea level:	-7.17	Note:	Not Reported
Level reading date:	1984-10-18	Feet below surface:	Not Reported
Feet to sea level:	-3.83	Note:	Not Reported
Level reading date:	1984-05-22	Feet below surface:	Not Reported
Feet to sea level:	-6.54	Note:	Not Reported

E29
NE
1/8 - 1/4 Mile
FL WELLS
FLSA12000026943

Higher

Database: Super Act Program Well Data Well Name: WELL #41
Permit #: 4060486 Well Status: INACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft):95Casing Length (ft):82Casing Diameter (in):16Sanitary Seal:YesLarge PWS Well:1WSRP ID:0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

E30
NE FL WELLS FLPUB1000005747

1/8 - 1/4 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 17 Well Name: FORT LAUDERDALE WELL 41

Well Status:ACTIVEFLUW ID:AAH0102Height Above Elipsoid (m):5.712Well Plant ID:2Year Drilled:1983Depth (ft):95

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

F31

SSE FL WELLS FLSA12000029894
1/8 - 1/4 Mile
Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 79
Well Depth (ft): 97
Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE Resident Type: Not Reported

G32 SW FL WELLS FLSO12000048517

1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Public Water Supply Acres Served: 26500 Land Use: Facility Type: Facility ID: WELL 31090 38 - PROSPECT Facility Name: Pump Type: Turbine Pump Diameter (in): Well Diameter (in): 18 0 Pump Capacity: 2100 Intake Depth (ft): 102 Intake Elevation (ft): 0 Well Depth (ft): Casing Depth (ft): 82 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number H33

East 1/8 - 1/4 Mile

FL WELLS FLSO12000048520

FL WELLS

FLSO12000048507

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPL Land Use: Public Water Supply Acres Served: 26500

Facility ID: 31096 Facility Type: WELL Facility Name: 41 - PROSPECT Pump Type: Turbine Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 95 0 Casing Depth (ft): 82 well Use: Primary Facility Status: Existing Facility Type: Monitor Biscayne Aquifer Permitted: Source: Yes

D34 WNW 1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:31068Facility Type:WELLFacility Name:27 - PROSPECTPump Type:Submersible

Pump Diameter (in): Well Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 50 Intake Elevation (ft): Well Depth (ft): 103 Casing Depth (ft): well Use: Primary 100 Facility Type: Monitor Facility Status: Existing Permitted: Source: Biscayne Aquifer Yes

135
NNW
FL WELLS
FLSA12000029899
1/8 - 1/4 Mile
Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 82

Well Depth (ft): 91 Casing Length (ft): 0
Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported Potable Status:

Map ID Direction Distance

Elevation Database EDR ID Number

G36 SW

1/8 - 1/4 Mile Higher

ner

FL WELLS

FLSA12000029895

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)
Permit #: Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 82
Well Depth (ft): 102 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

H37
East FED USGS USGS40000235597

East 1/8 - 1/4 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2413 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 1980

Well Depth: 22 Well Hole Depth Units: ft
Well Hole Depth Units: ft

Ground water levels, Number of Measurements: 1 Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -0.75

Note: Not Reported

H38 East FED USGS USGS40000235591

East 1/8 - 1/4 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2412 Type: Well Description: Not Reported HUC: 03090202 Not Reported Drainage Area: Drainage Area Units: Not Reported Contrib Drainage Area Unts: Contrib Drainage Area: Not Reported Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type:Unconfined single aquiferConstruction Date:1980Well Depth:22Well Depth Units:ftWell Hole Depth:22Well Hole Depth Units:ft

Ground water levels, Number of Measurements: 26 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -11.03

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -9.13 Note: Not Reported

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Level reading date:	1997-05-06	Feet below surface:	Not Reported
Feet to sea level:	-8.65	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-6.43	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-11.08	Note:	Not Reported
Level reading date:	1995-10-25	Feet below surface:	Not Reported
Feet to sea level:	-2.93	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-9.03	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-5.60	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-6.78	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	6.43	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-9.64	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-7.43	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-7.53	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-5.36	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-7.56	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-4.00	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-7.16	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-7.88	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-7.49	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-7.05	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-10.44	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-4.04	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-5.46	Note:	Not Reported

Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -6.38 Note: Not Reported

Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: -5.16 Note: Not Reported

Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -0.37 Note: Note Reported

H39
ESE FED USGS USGS40000235584

1/8 - 1/4 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location:G -2411Type:WellDescription:Not ReportedHUC:03090202Drainage Area:Not ReportedDrainage Area Units:Not ReportedContrib Drainage Area:Not ReportedContrib Drainage Area Units:Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19800101

Well Depth: 22 Well Depth Units: ft
Well Hole Depth: 22 Well Hole Depth Units: ft

Ground water levels, Number of Measurements: 12 Level reading date: 1995-10-25
Feet below surface: Not Reported Feet to sea level: -0.52

Feet below surface: Not Reported Feet to sea level: -0.52

Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported Feet to sea level: 0.28 Note: Note Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -1.24 Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: 0.93 Note: Note Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported Feet to sea level: -1.34 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -1.27 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported

Feet to sea level: -1.17 Note: Not Reported

Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -3.83 Note: Not Reported

Level reading date: 1987-05-12 Feet below surface: Not Reported Feet to sea level: -5.33 Note: Not Reported

Feet to sea level: -5.33 Note: Not Reported

Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -6.03 Note: Not Reported

Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: -4.87 Note: Not Reported

Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -0.28 Note: Note Reported

Map ID Direction Distance

 Elevation
 Database
 EDR ID Number

 J40
 FL WELLS
 FLSA12000026931

1/8 - 1/4 Mile Higher

> Database: Super Act Program Well Data Well Name: WELL #27 Permit #: 4060486 Well Status: **ACTIVE** Black Steel Well Type: Large (>150,00 gpd) Community PWS Casing Material: Well Depth (ft): 103 Casing Length (ft): 100 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

J41
WNW FL WELLS FLPUB1000005734
1/8 - 1/4 Mile

Higher

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported PWS Population Served: 182245 02-MAY-19 PWS Last San Survey: 90000000 MUNICIPAL/CITY PWS Design Capacity: PWS Primary Service Area: Well ID: 3 Well Name: PROSPECT WELL 27

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0088

 Height Above Elipsoid (m):
 6.078
 Well Plant ID:
 2

 Year Drilled:
 1972
 Depth (ft):
 120

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

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H42
ESE
1/8 - 1/4 Mile

FL WELLS
FLSO12000048526

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 31108 Facility Type: WELL 47 - PROSPECT Facility Name: Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 120 Casing Depth (ft): well Use: 100 Primary Facility Status: Facility Type: Existing Monitor Permitted: Source: Biscayne Aquifer Yes

Map ID Direction Distance

EDR ID Number Elevation Database

J43 WNW

1/8 - 1/4 Mile Higher

> Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

FL WELLS

FL WELLS

FLSA12000029885

FLSA12000029896

Well Status: **RETAGGED** Permit #:

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 100 Well Depth (ft): 120 Casing Length (ft): 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported Large PWS Well: 0 WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

FL WELLS FLSA12000027555

NNW 1/8 - 1/4 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #42 Permit #: 4060486 Well Status: **ACTIVE** Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): Casing Length (ft): 82 Casing Diameter (in): Sanitary Seal: 16 Yes Large PWS Well: 1 WSRP ID: Ω

WSRP Action: Potable Status: **POTABLE** Not Reported

Resident Type: Not Reported

1/8 - 1/4 Mile Higher

Resident Type:

Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 85

Well Depth (ft): Casing Length (ft): 98 0

Casing Diameter (in): Sanitary Seal: 18 Not Reported

Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE** Not Reported

I46 NNW **FL WELLS** FLPUB1000005748 1/8 - 1/4 Mile

Database: Public Water System (PWS) Wells (Non-Federal) FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name:

COMMUNITY PWS Type: PWS Operator: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 90000000 PWS Design Capacity: PWS Primary Service Area: MUNICIPAL/CITY

FORT LAUDERDALE WELL 42 Well ID: Well Name: 18

Well Status: **ACTIVE** FLUW ID: AAH1502

Height Above Elipsoid (m): 4.597 Well Plant ID: 2 Year Drilled: 1983 Depth (ft): 91

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

H47 FED USGS USGS40000235590 **East**

1/8 - 1/4 Mile Higher

> Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center

Monitor Location: G -2414 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area Unts: Contrib Drainage Area: Not Reported Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Not Reported Construction Date: 1980 Well Depth: Well Depth Units: ft 106 Well Hole Depth: 106 Well Hole Depth Units: ft

F48 **FL WELLS** FLSO12000048516 SE 1/8 - 1/4 Mile

Higher

Higher

Database: Water Supply Permitted Facility Database (South District) SFWD Permit #: 06-00123-W Application #:

190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Land Use: **Public Water Supply** Acres Served: 26500

Facility ID: 31088 Facility Type: WELL Facility Name: 37 - PROSPECT Pump Type: Turbine Pump Diameter (in): 0 Well Diameter (in): 18 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 98 Casing Depth (ft): well Use: Primary 82 Facility Status: Facility Type: Existing Monitor Source: Biscayne Aquifer Permitted: Yes

FL WELLS FLPUB1000005745 **East** 1/8 - 1/4 Mile

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: **ACTIVE** PWS Name: FORT LAUDERDALE, CITY OF

COMMUNITY Not Reported PWS Type: PWS Operator: PWS Population Served: PWS Last San Survey: 02-MAY-19 182245 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: Well Name: FORT LAUDERDALE WELL 39 15

Well Status: **ACTIVE** FLUW ID: AAH0100 Height Above Elipsoid (m): Well Plant ID: 2 5.268 Year Drilled: 1983 Depth (ft): 98

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

Map ID Direction Distance Elevation

H50 **FL WELLS** FLSA12000026941 **East**

1/8 - 1/4 Mile

Higher Database: Super Act Program Well Data Well Name: **WELL #39**

4060486 **INACTIVE** Permit #: Well Status: Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): Casing Length (ft): 82 Casing Diameter (in): 18 Sanitary Seal: Yes Large PWS Well: WSRP ID:

POTABLE WSRP Action: Not Reported Potable Status:

Resident Type: Not Reported

D51 WSW 1/8 - 1/4 Mile **FL WELLS** FLPUB1000002489

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF PWS Type: COMMUNITY PWS Operator: Not Reported 182245 PWS Population Served: PWS Last San Survey: 02-MAY-19

MUNICIPAL/CITY PWS Design Capacity: 90000000 PWS Primary Service Area: Well ID: Well Name: **PROSPECT WELL 25 ACTIVE** FLUW ID: AAH0081 Well Status:

Height Above Elipsoid (m): 1.689 Well Plant ID: 2 Year Drilled: 1969 Depth (ft): 150

PERMANENT Biscayne Aquifer Availability Usage: Aquifer:

D52 FL WELLS FLSA12000026924

wsw 1/8 - 1/4 Mile Higher

WELL #25 Database: Super Act Program Well Data Well Name: 4060486 Permit #: Well Status: **ACTIVE** Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): 112 Casing Length (ft): 100 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

H53 **FL WELLS** FLSA12000029905

1/8 - 1/4 Mile Higher

> Database: Well Name: FORT LAUDERDALE, (PROSPECT) Super Act Program Well Data

Permit #: Well Status: **RETAGGED**

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 73

Well Depth (ft): Casing Length (ft): 96 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

> TC7016287.2s Page A-36 CAM 23-0159 Exhibit 4 Page 424 of 869

EDR ID Number

Database

Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

G54 FL WELLS FLSO12000048546

1/8 - 1/4 Mile Higher

Casing Depth (ft):

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4 Project Name: IND FORT LAUDERDALE PUBLIC WATER SUP

Permit Type: Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: Facility Type: WELL 144162 Facility Name: 33-Dixie Pump Type: Turbine Pump Diameter (in): Well Diameter (in): 0 24 1750 Pump Capacity: Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 0 120

Facility Status: Existing Facility Type: **Public Water Supply**

well Use:

Source: Biscayne Aquifer Permitted: Yes

FL WELLS FLSO12000048562 SW 1/8 - 1/4 Mile

Higher Database: Water Supply Permitted Facility Database (South District)

90

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type: Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 220655 Facility Type: WELL

Facility Name: FAS-2 Peele-Dixie Pump Type: Submersible Pump Diameter (in): Well Diameter (in): n 20 Pump Capacity: 1400 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 1205

Casing Depth (ft): 1015 well Use: Standby Facility Status: Existing Facility Type: **Public Water Supply**

Floridan Aquifer System Permitted: Source: Yes

G56

FL WELLS FLSO12000048561

1/8 - 1/4 Mile Higher

> Water Supply Permitted Facility Database (South District) Database: SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: 26500 Facility Type: WELL Facility ID: 220654 FAS-1 Peele-Dixie Facility Name: Pump Type: Submersible

Well Diameter (in): Pump Diameter (in): 20 0 Pump Capacity: 1400 Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 0 1505 Casing Depth (ft): well Use: Standby 1015

Facility Status: Existing Facility Type: **Public Water Supply**

Primary

Permitted: Source: Floridan Aquifer System Yes

G57 SW **FL WELLS** FLSO12000048545

1/8 - 1/4 Mile Higher

1/8 - 1/4 Mile

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4 Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: 26500 Facility Type: Facility ID: 144161 WELL

Facility Name: 32-Dixie Pump Type: Turbine Well Diameter (in): Pump Diameter (in): 24 0 Pump Capacity: 1750 Intake Depth (ft): Intake Elevation (ft): Well Depth (ft): 120 0 Casing Depth (ft): well Use: Primary 90

Facility Status: Public Water Supply Existing Facility Type:

Source: Biscayne Aquifer Permitted:

G58 SW **FL WELLS** FLSO12000048544

1/8 - 1/4 Mile Higher

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4

FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Project Name: Land Use: **Public Water Supply** Acres Served: 26500

Facility ID: 144160 Facility Type: WELL Facility Name: 31-Dixie Pump Type: Turbine Well Diameter (in): Pump Diameter (in): 24 Intake Depth (ft): Pump Capacity: 1750 0 Intake Elevation (ft): Well Depth (ft): 0 120 Casing Depth (ft): well Use: 90 Primary

Facility Status: Existing Facility Type: **Public Water Supply**

Source: Biscayne Aquifer Permitted: Yes

FL WELLS FLSO12000048543

Higher Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type:

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 144155 Facility Type: WELL Facility Name: 30-Dixie Pump Type: Turbine Pump Diameter (in): Well Diameter (in): 0 24 1750 Pump Capacity: Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 120 Casing Depth (ft): 90 well Use: Primary

Facility Status: Facility Type: Existing **Public Water Supply**

Biscayne Aquifer Permitted: Source: Yes

Map ID Direction Distance

Database EDR ID Number Elevation **G60**

1/8 - 1/4 Mile

FL WELLS FLSO12000048530

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Permit Type: Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Land Use: Acres Served: 26500

Facility ID: 31122 Facility Type: WELL 7 - PROSPECT Facility Name: Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 10 Pump Capacity: 0 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 130 Standby Casing Depth (ft): 118 well Use:

Facility Status: Abandoned Facility Type: **Public Water Supply**

Permitted: Source: Biscayne Aquifer Yes

G61 SW. 1/8 - 1/4 Mile

FL WELLS FLSO12000048529

Higher

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4 IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Permit Type: Land Use: **Public Water Supply** Acres Served:

Facility ID: 31114 Facility Type: WELL 2 - PROSPECT Facility Name: Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 10 Pump Capacity: 0 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 132 Casing Depth (ft): well Use: Standby 120

Abandoned Public Water Supply Facility Status: Facility Type:

Source: Biscayne Aquifer Permitted: Yes

G62 SW

FL WELLS FLSO12000048563 1/8 - 1/4 Mile

Higher

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #:

FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Project Name:

Public Water Supply Acres Served: 26500 Land Use: Facility Type: Facility ID: WELL 220656 Facility Name: FAS-3 Peele-Dixie Pump Type: Submersible

Pump Diameter (in): Well Diameter (in): 20 Pump Capacity: 1400 Intake Depth (ft): 1200 Intake Elevation (ft): 0 Well Depth (ft): Casing Depth (ft): 1000 well Use: Primary

Facility Status: Facility Type: **Public Water Supply** Proposed

Source: Floridan Aquifer System Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

G63 SW 1/8 - 1/4 Mile

Higher

Higher

FL WELLS FLSO12000048541

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Permit Type: Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Land Use: Acres Served: 26500 Facility ID: 144153 Facility Type: WELL 28-Dixie Pump Type: Turbine 0 24

Facility Name: 28-Dixie Pump Type: Turbine
Pump Diameter (in): 0 Well Diameter (in): 24
Pump Capacity: 1750 Intake Depth (ft): 0
Intake Elevation (ft): 0 Well Depth (ft): 125
Casing Depth (ft): 100 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

G64 SW 1/8 - 1/4 Mile

FL WELLS FLSO12000048508

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: Public Water Supply Acres Served: 26500

Facility ID: 31070 Facility Type: WELL Facility Name: 28 - PROSPECT Pump Type: Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 17

 Pump Capacity:
 2100
 Intake Depth (ft):
 50

 Intake Elevation (ft):
 0
 Well Depth (ft):
 116

 Casing Depth (ft):
 81
 well Use:
 Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

G65 SW FL WELLS FLSO12000048565

1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLEMENT Supply Acres Served: 26500

Facility Name: FAS-5 Peele-Dixie Pump Type: Submersible

Pump Diameter (in):0Well Diameter (in):20Pump Capacity:1400Intake Depth (ft):0Intake Elevation (ft):0Well Depth (ft):1200Casing Depth (ft):1000well Use:Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

G66 SW FL WELLS FLSO12000048542 1/8 - 1/4 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Public Water Supply Land Use: Acres Served: 26500 Facility ID: 144154 Facility Type: WELL Facility Name: 29-Dixie Pump Type: Turbine Pump Diameter (in): 0 Well Diameter (in): 24 Pump Capacity: 1750 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 120 Casing Depth (ft): 90 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

G67 SW FL WELLS FLSO12000048564

1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:220657Facility Type:WELL

Facility Name: FAS-4 Peele-Dixie Pump Type: Submersible Pump Diameter (in): Well Diameter (in): 20 n Pump Capacity: 1400 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 1200

Casing Depth (ft):1000well Use:PrimaryFacility Status:ProposedFacility Type:Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

G68

SW FL WELLS FLSO12000048532 1/8 - 1/4 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Public Water Supply Acres Served: 26500 Land Use: Facility Type: Facility ID: WELL 31126 9 - PROSPECT Facility Name: Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 10 Pump Capacity: 0 Intake Depth (ft): 125 Intake Elevation (ft): 0 Well Depth (ft): Casing Depth (ft): well Use: 113 Standby

Facility Status: Abandoned Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

Higher

Elevation Database EDR ID Number

G69 SW FL WELLS FLSO12000048531 1/8 - 1/4 Mile

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Permit Type: Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Land Use: Acres Served: 26500 Facility ID: 31124 Facility Type: WELL Facility Name: 8 - PROSPECT Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 10

Pump Capacity: 0 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 128 Casing Depth (ft): 116 well Use: Standby Facility Status: Abandoned Facility Type: Monitor Permitted: Source: Biscayne Aquifer Yes

G70 SW FL WELLS FLSO12000048505

1/8 - 1/4 Mile Higher

Higher

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 06-00123-W Application #: 190

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:31064Facility Type:WELLFacility Name:25 - PROSPECTPump Type:Submersible

Pump Diameter (in): Well Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 50 Intake Elevation (ft): Well Depth (ft): 150 Casing Depth (ft): well Use: Primary 112 Monitor Facility Status: Existing Facility Type: Source: Biscayne Aquifer Permitted: Yes

K71
ESE FL WELLS FLPUB1000005751
1/8 - 1/4 Mile

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 21 Well Name: FORT LAUDERDALE WELL 45

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0093

 Height Above Elipsoid (m):
 -.248
 Well Plant ID:
 2

 Year Drilled:
 1985
 Depth (ft):
 95

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Map ID Direction Distance Elevation

K72

1/8 - 1/4 Mile

FL WELLS FLSA12000026936 **ESE**

Higher

Database: Super Act Program Well Data Well Name: **WELL #45** 4060486 **ACTIVE** Permit #: Well Status:

Well Type: Large (>150,00 gpd) Community PWS Black Steel Casing Material: Casing Length (ft): Well Depth (ft): 120 100 Casing Diameter (in): 16 Sanitary Seal: Yes

Large PWS Well: WSRP ID: WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

G73 SW 1/8 - 1/4 Mile Higher

> FORT LAUDERDALE, (PROSPECT) Database: Super Act Program Well Data Well Name:

Permit #: Well Status: **RETAGGED**

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 112 Well Depth (ft): Casing Length (ft): 0

Casing Diameter (in): Sanitary Seal: 17 Not Reported

Large PWS Well: 0 WSRP ID:

WSRP Action: Potable Status: **POTABLE** Not Reported

Resident Type: Not Reported

FL WELLS FLSA12000029902

1/8 - 1/4 Mile Higher

> Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 71

Well Depth (ft): Casing Length (ft): 95 0 Casing Diameter (in): 18

Sanitary Seal: Not Reported

Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE** Resident Type: Not Reported

I75 NNW **FED USGS** USGS40000235609 1/8 - 1/4 Mile Higher

USGS-FL USGS Florida Water Science Center Organization ID: Organization Name:

G -2456 Monitor Location: Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Formation Type: Biscayne Limestone Aquifer Biscayne aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870601

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EDR ID Number

FLSA12000029883

Database

FL WELLS

Well Depth:	34	Well Depth Units:	ft
Well Hole Depth:	Not Reported	Well Hole Depth Units:	Not Reported
Ground water levels, Number of N Feet below surface: Note:	Measurements: 22 Not Reported Not Reported	Level reading date: Feet to sea level:	1998-04-30 -10.89
Level reading date:	1997-10-27	Feet below surface:	Not Reported
Feet to sea level:	-7.64	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-7.59	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-5.87	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-12.49	Note:	Not Reported
Level reading date:	1995-10-25	Feet below surface:	Not Reported
Feet to sea level:	-3.22	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-12.54	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-5.39	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-10.07	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-4.97	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-10.56	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-11.49	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-9.61	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-5.19	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-8.64	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-4.28	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-8.04	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-8.52	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-8.70	Note:	Not Reported

Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -8.46 Note: Not Reported

Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -11.09 Not Reported Note:

Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -4.94 Note: Not Reported

NNW **FED USGS** USGS40000235610

1/8 - 1/4 Mile Higher

Feet to sea level:

Organization Name: Organization ID: USGS-FL USGS Florida Water Science Center

Note:

Monitor Location: G -2457 Type: HUC: 03090202 Description: Not Reported Drainage Area: Not Reported **Drainage Area Units:** Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Formation Type: Aquifer: Biscayne aquifer Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870601

Well Depth: Well Depth Units:

Not Reported Well Hole Depth: Well Hole Depth Units: Not Reported

21 Ground water levels, Number of Measurements: Level reading date: 1998-04-30

Feet below surface: Not Reported Feet to sea level: -11.47

-7.64

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -8.72 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -6.06 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -13.10 Note: Not Reported

Feet below surface: Level reading date: 1995-04-26 Not Reported Feet to sea level: -13.14 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported

Feet to sea level: Not Reported -5.84 Note:

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -12.43 Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported

Feet to sea level: -6.73Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported Feet to sea level: -11.34 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -10.39 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported Feet to sea level: -10.89 Note: Not Reported

Not Reported

Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-3.00	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-9.85	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-5.74	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-9.07	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-8.59	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-9.79	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-9.42	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-12.29	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-6.83	Note:	Not Reported

H77 FED USGS USGS40000235589 East

1/8 - 1/4 Mile Higher

> Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center Monitor Location: G -2415 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area Unts: Not Reported Contrib Drainage Area: Not Reported Formation Type: Aquifer: Biscayne aquifer Biscayne Limestone Aquifer Aquifer Type: Not Reported Construction Date: 1980 Well Depth: 113 Well Depth Units:

Not Reported Well Hole Depth: Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 26 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -10.39

Note: Not Reported

1997-10-27 Level reading date: Feet below surface: Not Reported Feet to sea level: -5.69 Note: Not Reported

Level reading date: 1997-05-06 Feet below surface: Not Reported Feet to sea level: -8.33 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -6.27 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -10.69 Note: Not Reported

Level reading date: 1995-10-25 Feet below surface: Not Reported Feet to sea level: -2.01 Note: Not Reported

Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-8.18	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-5.12	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-6.09	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-3.38	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-9.27	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-6.74	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	0.60	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-5.01	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-6.85	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-3.51	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-6.58	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-7.56	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-6.85	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-6.39	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-8.99	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-3.73	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-5.09	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-5.64	Note:	Not Reported
Level reading date:	1986-05-07	Feet below surface:	Not Reported
Feet to sea level:	-4.75	Note:	Not Reported
Level reading date:	1985-10-22	Feet below surface:	Not Reported
Feet to sea level:	-0.31	Note:	Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

ENE 1/8 - 1/4 Mile

L78

FL WELLS FLPUB1000005754

WELL #48

FL WELLS

FLSO12000048527

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

Super Act Program Well Data

FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name:

COMMUNITY PWS Operator: PWS Type: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 24 Well Name: FORT LAUDERDALE WELL 48

FLUW ID: Well Status: ACTIVE AAH0097 Height Above Elipsoid (m): 1.633 Well Plant ID: Year Drilled: 1985 Depth (ft): 96

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

ENE 1/8 - 1/4 Mile Higher

Database:

FLSA12000026940 **FL WELLS**

Well Name:

4060486 Permit #:

Well Status: **ACTIVE** Black Steel Well Type: Large (>150,00 gpd) Community PWS Casing Material: 120 Well Depth (ft): Casing Length (ft): 100 Casing Diameter (in): Sanitary Seal: 16 Yes Large PWS Well: WSRP ID: 1

WSRP Action: **POTABLE** Not Reported Potable Status:

Resident Type: Not Reported

H80 East 1/8 - 1/4 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND **Public Water Supply** Acres Served: 26500

Land Use: Facility ID: 31110 Facility Type: WELL Facility Name: 48 - PROSPECT Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary

Facility Status: Existing Facility Type: **Public Water Supply**

Permitted: Source: Biscayne Aquifer Yes

Map ID Direction Distance

Elevation Database EDR ID Number

81 WNW 1/4 - 1/2 Mile Higher

FED USGS USGS40000235605

Well

FL WELLS

USGS Florida Water Science Center

FLSA12000029897

Organization ID: **USGS-FL** Monitor Location: G -1262 Description: Not Reported Drainage Area: Not Reported Contrib Drainage Area:

HUC: 03090202 Drainage Area Units: Not Reported Not Reported Contrib Drainage Area Unts: Not Reported Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Type:

Organization Name:

Aquifer: Aquifer Type: Not Reported Construction Date: Not Reported Well Depth: Well Depth Units: 15 ft

Well Hole Depth: Well Hole Depth Units: Not Reported Not Reported

2 1979-10-03 Ground water levels, Number of Measurements: Level reading date: Feet below surface: Not Reported Feet to sea level: -3.50

Not Reported Note:

Level reading date: 1978-05-05 Feet below surface: Not Reported Feet to sea level: 4.75 Note: Not Reported

M82 East 1/4 - 1/2 Mile Higher

1/4 - 1/2 Mile Higher

Source:

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT) Well Status: **RETAGGED** Permit #: 0

Well Type: Casing Material: Large (>150,00 gpd) Community PWS 62 Well Depth (ft): Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported Large PWS Well: WSRP ID: 0

WSRP Action: Potable Status: **POTABLE** Not Reported

Resident Type: Not Reported

ESE **FL WELLS** FLSO12000048518

Water Supply Permitted Facility Database (South District) Database:

Biscayne Aquifer

06-00123-W SFWD Permit #: Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Acres Served: 26500 Land Use:

Permitted:

Facility Type: Facility ID: WELL 31092 39 - PROSPECT Facility Name: Pump Type: Turbine Pump Diameter (in): Well Diameter (in): 18 0 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 98 Casing Depth (ft): well Use: Primary 82 Facility Status: Facility Type: Monitor Existing

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Yes

Map ID Direction Distance

M84

EDR ID Number Elevation Database

East 1/4 - 1/2 Mile Higher

FED USGS USGS40000235588

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2416 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Not Reported Construction Date: 1980 Well Depth: 99 Well Depth Units: ft Well Hole Depth: 99 Well Hole Depth Units: ft

Ground water levels, Number of Measurements: 26 Level reading date: 1998-04-30

Feet below surface: Not Reported Feet to sea level: -9.95

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -9.98 Note: Not Reported

Level reading date: 1997-05-06 Feet below surface: Not Reported

Feet to sea level: -8.06 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -6.04 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported

Feet to sea level: Not Reported -10.40Note:

Level reading date: 1995-10-25 Feet below surface: Not Reported

Feet to sea level: -2.01 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported

Feet to sea level: -7.79 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported Feet to sea level: -4.66Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported

Feet to sea level: Not Reported -5.76 Note:

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: -3.16 Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported

Feet to sea level: -8.87 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -6.26 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported

Feet to sea level: -6.50 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -4.62 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

Feet to sea level: -6.36 Note: Not Reported Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: -3.10 Note: Not Reported Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -6.13 Note: Not Reported Level reading date: 1989-10-17 Feet below surface: Not Reported Feet to sea level: -7.29 Note: Not Reported Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -6.40 Note: Not Reported 1988-10-25 Feet below surface: Level reading date: Not Reported Feet to sea level: -5.94 Note: Not Reported 1988-04-26 Feet below surface: Level reading date: Not Reported Feet to sea level: -8.56 Note: Not Reported Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -3.38 Note: Not Reported Feet below surface: Level reading date: 1987-05-12 Not Reported Feet to sea level: -4.84 Note: Not Reported Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -5.16 Note: Not Reported Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: Not Reported -4.40Note: 1985-10-22 Feet below surface: Not Reported Level reading date: Feet to sea level: -0.17 Note: Not Reported

K85
ESE FED USGS USGS40000235574

1/4 - 1/2 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2417 Well Type: 03090202 Description: Not Reported HUC: Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Not Reported Construction Date: 1980 Well Depth: 82 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 26 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -9.34

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -8.24 Note: Note Reported

Level reading date: 1997-05-06 Feet below surface: Not Reported Feet to sea level: -8.14 Note: Not Reported

Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-6.14	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-9.81	Note:	Not Reported
Level reading date:	1995-10-25	Feet below surface:	Not Reported
Feet to sea level:	-1.76	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-7.64	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-4.76	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-5.40	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-3.21	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-8.63	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-6.28	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-6.51	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	0.10	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-6.49	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-3.16	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-6.18	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-6.83	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-6.11	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-6.14	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-8.54	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-3.42	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-5.04	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-4.81	Note:	Not Reported

Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: -4.00 Note: Not Reported

Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -0.09 Note: Not Reported

1/4 - 1/2 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 16 Well Name: FORT LAUDERDALE WELL 40

Well Status:ACTIVEFLUW ID:AAH0096Height Above Elipsoid (m):4.078Well Plant ID:2Year Drilled:1983Depth (ft):90

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

M87
East FL WELLS FLSA12000026939

1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #40
Permit #: 4060486 Well Status: ACTIVE

Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel
Well Depth (ft): 90 Casing Length (ft): 62

Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE Resident Type: Not Reported

N88
South
1/4 - 1/2 Mile
Higher

FED USGS USGS40000235567

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2460 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870724

Well Depth: 24 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-29 Feet below surface: Not Reported Feet to sea level: -5.92

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level:	-5.37	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-4.39	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-3.05	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-5.55	Note:	Not Reported
Level reading date:	1995-10-24	Feet below surface:	Not Reported
Feet to sea level:	0.41	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-5.39	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-1.47	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-3.24	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-0.67	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-4.87	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-3.42	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-4.43	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-1.35	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-4.50	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-2.22	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-4.65	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-5.23	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-5.17	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-4.85	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-7.07	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-2.60	Note:	Not Reported

Map ID Direction Distance

N89

EDR ID Number Elevation Database

South 1/4 - 1/2 Mile **FED USGS** USGS40000235568

Higher

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center

G -2461 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870724

Well Depth: Well Depth Units: ft

Not Reported Well Hole Depth: Not Reported Well Hole Depth Units:

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-29 Feet to sea level: -8.75

Feet below surface: Not Reported

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -3.35 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported

Feet to sea level: -6.75 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -4.78 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: Not Reported -9.31Note:

Level reading date: 1995-10-24 Feet below surface: Not Reported

Feet to sea level: -2.56Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: -7.86 Not Reported Note:

Level reading date: 1994-10-12 Feet below surface: Not Reported

Feet to sea level: -3.91 Note: Not Reported Level reading date: 1994-05-05 Feet below surface: Not Reported

Feet to sea level: Not Reported -5.35 Note:

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: -2.46Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported

Feet to sea level: -7.71 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -5.71 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported

Feet to sea level: -5.85 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -3.26 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

Feet to sea level: -5.66 Note: Not Reported Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: -2.50Note: Not Reported Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -5.48 Note: Not Reported Level reading date: 1989-10-17 Feet below surface: Not Reported Feet to sea level: Not Reported -6.46 Note: Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -4.99 Note: Not Reported Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -5.64 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -7.94 Note: Not Reported Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -2.89 Note: Not Reported

O90
NNE
FL WELLS
FLSA12000104716
1/4 - 1/2 Mile

Database: Super Act Program Well Data Well Name: Fiveash (Ft Lauderdale) WTP Well #52

Permit #: 0 Well Status: ACTIVE Well Type: Small (<150,00 gpd) Community PWS Casing Material: OTHER Well Depth (ft): 115 Casing Length (ft): 95

Higher

Higher

Well Depth (ft): 115 Casing Length (ft): 95
Casing Diameter (in): 18 Sanitary Seal: Yes
Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE Resident Type: OPERATOR

O91
NNE
FL WELLS
FLPUB1000008350
1/4 - 1/2 Mile

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported 02-MAY-19 PWS Population Served: 182245 PWS Last San Survey: PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY Well ID: 28 Well Name: WELL # 52 FLUW ID: Well Status: ACTIVE AAN6792 Height Above Elipsoid (m): 0 Well Plant ID: 2

Year Drilled:2001Depth (ft):120Availability Usage:PERMANENTAquifer:Biscayne Aquifer

TC7016287.2s Page A-56 CAM 23-0159 Exhibit 4 Page 444 of 869

Map ID Direction Distance

Elevation Database EDR ID Number K92

ESE 1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLand Use: Public Water Supply Acres Served: 26500

FL WELLS

FL WELLS

FLSO12000048524

FLSA12000029893

Facility ID: 31104 Facility Type: WELL Facility Name: 45 - PROSPECT Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 120 Casing Depth (ft): 100 well Use: Primary Facility Status: Facility Type: Monitor Existing Permitted: Biscayne Aquifer Source: Yes

ESE 1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 83
Well Depth (ft): 98 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

P94
ESE FL WELLS FLPUB1000005742

1/4 - 1/2 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 12 Well Name: FORT LAUDERDALE WELL 36

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0094

 Height Above Elipsoid (m):
 5.153
 Well Plant ID:
 2

 Year Drilled:
 1975
 Depth (ft):
 98

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Map ID Direction Distance Elevation

P95 ESE FL WELLS FLSA12000026937

Database

EDR ID Number

1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #36
Permit #: 4060486 Well Status: ACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): 99 Casing Diameter (in): 18 Sanitary Seal: Yes
Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

O96
NNE
FL WELLS
FLSO12000048537
1/4 - 1/2 Mile

1/4 - 1/2 Mil Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 31158 Facility Type: WELL Facility Name: 52-Prospect Pump Type: #N/A Well Diameter (in): Pump Diameter (in): 0 16 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 120 well Use: Primary Casing Depth (ft): 100

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

M97
ENE FL WELLS FLSO12000048576

1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLE Land Use: Public Water Supply Acres Served: 26500
Facility ID: 224663 Facility Type: WELL

Facility ID: 224663 Facility Type: WELL
Facility Name: FAS-108 Prospect Pump Type: Submersible
Pump Diameter (in): 0 Well Diameter (in): 16
Pump Capacity: 3300 Intake Depth (ft): 0

Pump Capacity: 3300 Intake Depth (ft): 0
Intake Elevation (ft): 0 Well Depth (ft): 1200
Casing Depth (ft): 1000 well Use: Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

Map ID Direction Distance

Q98

Elevation Database EDR ID Number

NW 1/4 - 1/2 Mile FL WELLS FLSO12000048574

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAU

Permit Type:INDProject Name:FORT LAUDERDALE PUBLIC WATER SUPLLand Use:Public Water SupplyAcres Served:26500Facility ID:224661Facility Type:WELL

Facility Name: FAS-106 Prospect Pump Type: Submersible Pump Diameter (in): 0 Well Diameter (in): 16 Pump Capacity: 3300 Intake Depth (ft): 0

Pump Capacity: 3300 Intake Depth (ft): 0
Intake Elevation (ft): 0
Casing Depth (ft): 1000 Well Depth (ft): 1200
Well Use: Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

M99 East 1/4 - 1/2 Mile Higher

t FL WELLS FLSO12000048519

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served: Facility ID: 31094 Facility Type: WELL 40 - PROSPECT Facility Name: Pump Type: Turbine Pump Diameter (in): Well Diameter (in): n 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 90

Casing Depth (ft):62well Use:PrimaryFacility Status:ExistingFacility Type:Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

R100 East 1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 72

Well Depth (ft): 98 Casing Length (ft): 0

Casing Diameter (in): 18 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

FL WELLS

FLSA12000029903

Map ID Direction Distance

Elevation Database EDR ID Number

\$101 WSW 1/4 - 1/2 Mile

VSW FL WELLS FLSO12000033053

Permitted:

Higher

Database: Water Supply Permitted Facility Database (South District)

06-06480-W SFWD Permit #: Application #: 120413-6 GΡ Project Name: SHOOSTER Permit Type: Landscape Acres Served: Land Use: .83 Facility ID: 262312 Facility Type: WELL Facility Name: Well 1 Pump Type: Centrifugal Well Diameter (in): Pump Diameter (in): 0 3 Pump Capacity: 60 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 80 0 Casing Depth (ft): 60 well Use: Primary Facility Status: Proposed Facility Type: Irrigation

T102 NNW 1/4 - 1/2 Mile Higher

Source:

Database: Water Supply Permitted Facility Database (South District)

Biscayne Aquifer

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Permit Type:INDProject Name:FORT L/Land Use:Public Water SupplyAcres Served:26500Facility ID:31154Facility Type:WELLFacility Name:50-ProspectPump Type:#N/A

Facility Name: Pump Diameter (in): Well Diameter (in): 0 16 Pump Capacity: 2100 Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 120 Casing Depth (ft): well Use: Primary 100

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

R103 East 1/4 - 1/2 Mile Higher

ast FL WELLS FLPUB1000005752

......

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:90000000PWS Primary Service Area:MUNICIPAL/CITY

Well ID: 22 Well Name: FORT LAUDERDALE WELL 46

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0095

 Height Above Elipsoid (m):
 4.341
 Well Plant ID:
 2

 Year Drilled:
 1985
 Depth (ft):
 98

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Yes

FLSO12000048535

FL WELLS

Map ID Direction Distance Elevation

R104 East FL WELLS FLSA12000026938

Database

FL WELLS

EDR ID Number

FLSA12000029886

1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #46

Permit #: 4060486 Well Status: ACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel
Well Depth (ft): 120 Casing Length (ft): 100
Casing Diameter (in): 18 Sanitary Seal: Yes

Casing Diameter (in): 18 Sanitary Seal: Yes
Large PWS Well: 1 WSRP ID: 0
WSRP Action: Not Reported Potable Status: POTABLE

WSRP Action: Not Reported Potable Status:
Resident Type: Not Reported

Q105 WNW 1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Database: Super Act Program Well Data Well Name: FORT LAUDE Permit #: Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 81
Well Depth (ft): 103 Casing Length (ft): 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Q106 NW FL WELLS FLSA12000026930

1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #28

Permit #: 4060486 Well Status: **ACTIVE** Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel Well Depth (ft): Casing Length (ft): 116 80 Casing Diameter (in): Sanitary Seal: 16 Yes Large PWS Well: WSRP ID:

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

T107
NNW
FL WELLS
FLPUB1000008348
1/4 - 1/2 Mile

Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

COMMUNITY PWS Type: PWS Operator: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 90000000 PWS Design Capacity: PWS Primary Service Area: MUNICIPAL/CITY Well ID: Well Name: WELL # 50 26 Well Status: **ACTIVE** FLUW ID: AAN6790

Height Above Elipsoid (m):0Well Plant ID:2Year Drilled:2001Depth (ft):120

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Q108
NW FL WELLS FLPUB1000005735
1/4 - 1/2 Mile

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:90000000PWS Primary Service Area:MUNICIPAL/CITYWell ID:4Well Name:PROSPECT WELL 28

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0087

 Height Above Elipsoid (m):
 5.761
 Well Plant ID:
 2

 Year Drilled:
 1972
 Depth (ft):
 101

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

T109
NNW FL WELLS FLSA12000104714

1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: Fiveash (Ft Lauderdale) WTP Well #50

Permit #: Well Status: **ACTIVE** Well Type: Small (<150,00 gpd) Community PWS Casing Material: OTHER Well Depth (ft): 95 115 Casing Length (ft): Casing Diameter (in): Sanitary Seal: 18 Yes Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: OPERATOR

R110 ESE FL WELLS FLSO12000048525

1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Public Water Supply Land Use: Acres Served: 26500 Facility ID: 31106 Facility Type: WELL Facility Name: 46 - PROSPECT #N/A Pump Type: Pump Diameter (in): Well Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 120 0 Casing Depth (ft): 100 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number P111

FL WELLS

FL WELLS

FL WELLS

FLSO12000048515

FLSA12000104715

FLSO12000048509

ESE 1/4 - 1/2 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Permit Type: Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Acres Served: Land Use: 26500 Facility ID: 31086 Facility Type: WELL Facility Name: 36 - PROSPECT Pump Type: Turbine

Pump Diameter (in): 0 Well Diameter (in): 18 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 99 Casing Depth (ft): 81 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

U112 NE 1/4 - 1/2 Mile Higher

Database: Super Act Program Well Data Well Name: Fiveash (Ft Lauderdale) WTP Well #53

Permit #:0Well Status:ACTIVEWell Type:Large (>150,00 gpd) Community PWSCasing Material:OTHERWell Depth (ft):115Casing Length (ft):95Casing Diameter (in):18Sanitary Seal:Yes

Large PWS Well: 1 WSRP ID: 0
WSRP Action: Not Reported Potable Status: POTABLE

WSRP Action: Not Reported Resident Type: OPERATOR

Q113 NW 1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLEMENT USE: Public Water Supply Acres Served: 26500

Facility Name: Supply Acres Served. 26500
Facility Type: WELL
Facility Name: Supply Acres Served. 26500
Facility Type: WELL
Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 17

 Pump Capacity:
 2100
 Intake Depth (ft):
 50

 Intake Elevation (ft):
 0
 Well Depth (ft):
 109

 Casing Depth (ft):
 90
 well Use:
 Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

U114 NE

FL WELLS FLPUB1000008980

1/4 - 1/2 Mile Higher

> Database: Public Water System (PWS) Wells (Non-Federal)

FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name: COMMUNITY PWS Operator:

PWS Type: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY Well ID: 30 Well Name: WELL # 53 **ACTIVE** FLUW ID: AAN6791 Well Status: Height Above Elipsoid (m): Well Plant ID: 0 Year Drilled: 2001 Depth (ft): 120

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

wsw 1/4 - 1/2 Mile Higher

FL WELLS FLSO12000048506

Database: Water Supply Permitted Facility Database (South District)

06-00123-W 190820-4 SFWD Permit #: Application #:

FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Project Name: 26500 Land Use: **Public Water Supply** Acres Served:

Facility Type: Facility ID: 31066 WELL Facility Name: 26 - PROSPECT Pump Type: Submersible

Pump Diameter (in): 0 Well Diameter (in): 17 50 2100 Intake Depth (ft): Pump Capacity: Intake Elevation (ft): Well Depth (ft): 144 0 Casing Depth (ft): 105 well Use: Primary

Public Water Supply Facility Status: Existing Facility Type:

Well Name:

Biscayne Aquifer Source: Permitted: Yes

V116 wsw 1/4 - 1/2 Mile Higher

FL WELLS FLSA12000026925

WELL #26

Database: Super Act Program Well Data Permit #: 4060486

Well Status: **ACTIVE** Large (>150,00 gpd) Community PWS Well Type: Casing Material: Black Steel Well Depth (ft): Casing Length (ft): 112 100 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: WSRP ID: 0

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

Map ID Direction Distance

Database EDR ID Number Elevation

V117 WSW 1/4 - 1/2 Mile Higher

FL WELLS FLPUB1000005733

FLSA12000029937

Database: Public Water System (PWS) Wells (Non-Federal)

FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name: COMMUNITY PWS Operator:

PWS Type: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY PROSPECT WELL 26 Well ID: Well Name:

ACTIVE FLUW ID: Well Status: AAH0082 Height Above Elipsoid (m): 7.701 Well Plant ID: Year Drilled: 1969 Depth (ft): 144

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

V118 wsw 1/4 - 1/2 Mile Higher

FL WELLS

Database: Super Act Program Well Data Well Name: FTLAUD#26 Permit #: Well Status: **RETAGGED** Well Type: Large (>150,00 gpd) Community PWS Casing Material: Not Reported

Well Depth (ft): Casing Length (ft): O Casing Diameter (in): Sanitary Seal: Yes 0 Large PWS Well: 0 WSRP ID:

POTABLE WSRP Action: Not Reported Potable Status:

Resident Type: Not Reported

U119 **FL WELLS** FLSO12000048538 NE

1/4 - 1/2 Mile Higher

> Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4 Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 31160 Facility Type: WELL Facility Name: 53-Prospect Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 16 Pump Capacity: 2100 Intake Depth (ft): 0

Intake Elevation (ft): Well Depth (ft): 120 Casing Depth (ft): well Use: Primary 100

Facility Status: Facility Type: **Public Water Supply** Existing

Permitted: Source: Biscayne Aquifer Yes

Map ID Direction Distance

Elevation Database EDR ID Number

V120 WSW 1/4 - 1/2 Mile Higher

FL WELLS FLSO12000048570

020906-12

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

IND Permit Type: Project Name: FORT LAUDERDALE PUBLIC WATER SUP **Public Water Supply** Land Use: Acres Served: 26500 Facility ID: 224657 Facility Type: WELL Submersible Facility Name: FAS-102 Prospect Pump Type:

Pump Diameter (in):0Well Diameter (in):16Pump Capacity:3300Intake Depth (ft):0Intake Elevation (ft):0Well Depth (ft):1200Casing Depth (ft):1000well Use:Primary

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

V121 West 1/4 - 1/2 Mile Higher

Higher

st FL WELLS FLSO12000009170

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 06-03599-W Application #:

Permit Type: GP Project Name: MINNET BUILDING

Land Use: Landscape Acres Served: 5
Facility ID: 122190 Facility Type: WELL
Facility Name: 1 Pump Type: Centrifugal

Pump Diameter (in): 0 Well Diameter (in): 2 Pump Capacity: 50 Intake Depth (ft): 50 75 Intake Elevation (ft): 0 Well Depth (ft): Casing Depth (ft): well Use: Primary 65 Irrigation Facility Status: Existing Facility Type: Source: Surficial Aquifer System Permitted: Yes

W122 Site ID: 8501421

ESE Groundwater Flow: W AQUIFLOW 641

1/4 - 1/2 Mile Woter Table Death: 44.15.56

 1/4 - 1/2 Mile
 Water Table Depth:
 14-15 ft.

 Date:
 11/11/88

V123
WSW
FL WELLS
FLSA12000029884
1/4 - 1/2 Mile

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 105

Well Depth (ft): 144 Casing Length (ft): 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

FL WELLS

FL WELLS

FL WELLS

FLSO12000028478

FLSO12000048514

FLSA12000029892

S124 WSW 1/4 - 1/2 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

06-06349-W SFWD Permit #: Application #: 110804-6

GΡ Project Name: APLIN PEER HOLDING Permit Type:

Land Use: Landscape Acres Served:

Facility ID: 260061 Facility Type: WELL Facility Name: Well 1 Pump Type: Centrifugal

Pump Diameter (in): 0 Well Diameter (in): Pump Capacity: 60 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 70 0 Casing Depth (ft): 65 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Biscayne Aquifer Permitted: Source: Yes

W125 ESE 1/4 - 1/2 Mile Higher

Permit Type:

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4 IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: **Public Water Supply** Acres Served:

Facility ID: 31084 Facility Type: WELL 35 - PROSPECT Facility Name: Pump Type: Submersible

Pump Diameter (in): Well Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 50 Intake Elevation (ft): 0 Well Depth (ft): 96 Casing Depth (ft): well Use: Primary 70 Facility Type: Monitor Facility Status: Existing Permitted: Source: Biscayne Aquifer Yes

W126 ESE 1/4 - 1/2 Mile Higher

> FORT LAUDERDALE, (PROSPECT) Super Act Program Well Data Well Name: Database:

RETAGGED Permit #: Well Status:

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 70 Well Depth (ft): 96 Casing Length (ft): 0

Casing Diameter (in): Sanitary Seal: 17 Not Reported

Large PWS Well: WSRP ID: 0

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

127 South FL WELLS FLSO12000007474 1/4 - 1/2 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03238-W Application #: 010420-15
Permit Type: GP Project Name: CORPORA

Permit Type: GP Project Name: CORPORATE PROPERTIES HOLDINGS IN Land Use: Landscape Acres Served: 1.5
Facility ID: 107582 Facility Type: WELL
Facility Name: 1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 0 2 Pump Capacity: 50 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 80 0 Casing Depth (ft): 80 well Use: Standby

Facility Status: Existing Facility Type: Air Conditioning / Withdrawal

Source: Biscayne Aquifer Permitted: Yes

W128 ESE FL WELLS FL PUB 1000005741

1/4 - 1/2 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: ACTIVE PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:90000000PWS Primary Service Area:MUNICIPAL/CITY

Well ID: 11 Well Name: FORT LAUDERDALE WELL 35 Well Status: ACTIVE FLUW ID: AAI9525

Height Above Elipsoid (m): 0 Well Plant ID: 2
Year Drilled: 1975 Depth (ft): 100

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

W129
ESE FL WELLS FLSO12000008527

ESE 1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03479-W Application #: 020326-8

Permit Type: GP Project Name: WILES PARTNERS

Land Use:LandscapeAcres Served:1.2Facility ID:117646Facility Type:WELLFacility Name:1Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): 0 4 Pump Capacity: 60 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 80 Casing Depth (ft): 75 well Use: Primary Facility Status: Facility Type: Proposed Irrigation Biscayne Aquifer Permitted: Source: Yes

Map ID Direction Distance

Elevation Database EDR ID Number W130

ESE 1/4 - 1/2 Mile Higher

> City of Fort Lauderdale (Fiveashe) #35 Database: Super Act Program Well Data Well Name:

FL WELLS

FLSA12000097548

FLSO12000048536

FLSO12000048510

ACTIVE Well Status: Permit #:

BLACK STEEL Well Type: Large (>150,00 gpd) Community PWS Casing Material:

Well Depth (ft): 0 Casing Length (ft): 0 Casing Diameter (in): 20 Sanitary Seal: Yes Large PWS Well: WSRP ID: 0

WSRP Action: Not Reported Potable Status: **POTABLE**

OWNER. Resident Type:

Site ID: X131 8502343

NE 1/4 - 1/2 Mile **AQUIFLOW** 886 Groundwater Flow: SW

Water Table Depth: 20 avg Higher Date: 5/2/94

Y132 NNW **FL WELLS** 1/4 - 1/2 Mile Higher

Water Supply Permitted Facility Database (South District) Database: SFWD Permit #: 06-00123-W Application #: 190820-4

FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Project Name:

Land Use: **Public Water Supply** Acres Served: 26500 Facility ID: 31156 Facility Type: WELL 51-Prospect Facility Name: Pump Type: #N/A Well Diameter (in): Pump Diameter (in): 16 Intake Depth (ft): Pump Capacity: 2100 0 Intake Elevation (ft): Well Depth (ft): 120 0 Casing Depth (ft): well Use: 100 Primary

Facility Status: Existing Facility Type: **Public Water Supply**

Source: Biscayne Aquifer Permitted: Yes

WNW 1/4 - 1/2 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4 IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Permit Type:

Public Water Supply Land Use: Acres Served: 26500 Facility ID: 31076 Facility Type: WELL

Facility Name: 31 - PROSPECT Pump Type: Submersible Pump Diameter (in): Well Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 50

Intake Elevation (ft): 0 Well Depth (ft): 100 Casing Depth (ft): 80 well Use: Primary Facility Status: Facility Type: Existing Monitor Biscayne Aquifer Permitted: Source: Yes

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FL WELLS

Map ID Direction Distance

Y134

Elevation Database EDR ID Number

NNW 1/4 - 1/2 Mile Higher

FL WELLS FLPUB1000008349

FLSA12000104713

FLSO12000022142

FL WELLS

FL WELLS

Database:

Public Water System (PWS) Wells (Non-Federal) FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name:

COMMUNITY PWS Operator: PWS Type: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY Well ID: 27 Well Name: WELL # 51 ACTIVE FLUW ID: Well Status: AAN6789 Height Above Elipsoid (m): Well Plant ID: 0

Year Drilled: 2001 Depth (ft): 120

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

NNW 1/4 - 1/2 Mile Higher

> Database: Super Act Program Well Data Well Name: Fiveash (Ft Lauderdale) WTP Well #51

ACTIVE Permit #: Well Status: OTHER Well Type: Small (<150,00 gpd) Community PWS Casing Material: Well Depth (ft): Casing Length (ft): 95 Casing Diameter (in): Sanitary Seal: Yes 18 Large PWS Well: 0 WSRP ID:

WSRP Action: Not Reported **POTABLE** Potable Status:

OPERATOR Resident Type:

X136 ΝE 1/4 - 1/2 Mile Higher

> Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-01309-W Application #: 061208-38

Project Name: **CRYSTAL SUB MODIFICATION** Permit Type: GP

Land Use: Landscape Acres Served: 10.26 Facility ID: 196421 Facility Type: WELL Facility Name: Brow 12 Pump Type: Centrifugal

Pump Diameter (in): Well Diameter (in): 2 0 Pump Capacity: 50 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 60 Casing Depth (ft): 50 well Use: Primary Facility Status: Facility Type: Irrigation Existing Permitted: Source: Biscayne Aquifer Yes

Map ID Direction Distance

Elevation Database EDR ID Number

X137 NE 1/4 - 1/2 Mile

FED USGS USGS40000235622

1/4 - 1/2 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

G -2436 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer Aquifer Type: Onstruction Date: 19850901

Aquifer Type:Not ReportedConstruction Date:19850Well Depth:63Well Depth Units:ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-30

Feet below surface: Not Reported Feet to sea level: -7.75

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: -4.74 Note: Not Reported

Level reading date: 1997-05-06 Feet below surface: Not Reported Feet to sea level: -5.33 Note: Note Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -4.04 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported

Feet to sea level: -8.70 Note: Not Reported

Level reading date: 1995-10-24 Feet below surface: Not Reported Feet to sea level: -0.19 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: -6.76 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported

Feet to sea level: -2.79 Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -4.60 Note: Not Reported

r eet to sea ievel. -4.00 Note. Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported Feet to sea level: -4.60 Note: Not Reported

Total to sea level. 4.00 Note: Note: Note reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -2.02 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported Feet to sea level: -4.35 Note: Not Reported

Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: -1.36 Note: Note Reported

Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -4.45 Note: Not Reported

Level reading date: 1989-10-17 Feet below surface: Not Reported

Feet to sea level: -5.49 Note: Not Reported Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -5.19 Note: Not Reported Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -4.39 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: Not Reported -6.90 Note: Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -1.43 Note: Not Reported 1987-05-12 Feet below surface: Level reading date: Not Reported Feet to sea level: -4.04 Note: Not Reported 1986-10-09 Feet below surface: Level reading date: Not Reported Feet to sea level: -3.69 Note: Not Reported Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: Note: Not Reported -3.58

X138 **FED USGS** USGS40000235623 1/4 - 1/2 Mile

USGS Florida Water Science Center Organization ID: USGS-FL Organization Name: Monitor Location: G -2437 Type: Well Description: Not Reported HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Contrib Drainage Area Unts: Not Reported Contrib Drainage Area: Not Reported Formation Type: Aquifer: Biscayne aquifer

Biscayne Limestone Aquifer

Aquifer Type: Not Reported Construction Date: 19850901 Well Depth: 121.5 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 25 Level reading date: 1998-04-30 Not Reported Feet to sea level: Feet below surface: -7.74

Note: Not Reported

Higher

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -4.79 Note: Not Reported

1997-05-06 Not Reported Level reading date: Feet below surface: Feet to sea level: -5.48 Note: Not Reported

1996-10-30 Feet below surface: Level reading date: Not Reported Feet to sea level: -4.12 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -8.24 Note: Not Reported

1995-10-24 Feet below surface: Level reading date: Not Reported

Feet to sea level: -0.29 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: -6.56 Note: Not Reported

Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-2.86	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-4.89	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-1.32	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-6.42	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-4.32	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-4.66	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-2.36	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-4.41	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-1.55	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-4.51	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-5.64	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-5.15	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-4.49	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-7.12	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-1.91	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-3.70	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-3.96	Note:	Not Reported
Level reading date:	1986-05-07	Feet below surface:	Not Reported
Feet to sea level:	-3.71	Note:	Not Reported

X139 NE 1/4 - 1/2 Mile Higher

FL WELLS FLDGW7000005963

Database: DEP GWIS - Generalized Water Information System Well Data (FDEP)
Station ID: Station Name: G-2436

Station Alias: Not Reported Waterbody: BISCAYNE AQUIFER

Water Source: UNCONFINED AQUIFER

Well Type: GROUND WATER QUALITY MONITORING WELL
Well Status: NON-FLOWING,NO PUMP Drill Date: Not Reported
Total Depth (ft): 63 Casing Depth (ft): Not Reported

Depth Screen Begins (ft): Not Reported Depth Screen Ends (ft): 63

Casing Diameter (in): 2 Casing Material: PVC, BOND UNKNOWN

X140
NE FL WELLS FLDGW700005964

1/4 - 1/2 Mile Higher

Database: DEP GWIS - Generalized Water Information System Well Data (FDEP)

Station ID: 2816 Station Name: G-2437

Station Alias: Not Reported Waterbody: BISCAYNE AQUIFER

Water Source: UNCONFINED AQUIFER

Well Type: GROUND WATER QUALITY MONITORING WELL
Well Status: NON-FLOWING,NO PUMP Drill Date: Not Reported
Total Depth (ft): Casing Depth (ft): Not Reported

Depth Screen Begins (ft): Not Reported Depth Screen Ends (ft): 121

Casing Diameter (in): 2 Casing Material: GALVANIZED IRON OR GALVANIZED STEI

141 ESE FL WELLS FLSO12000006800

1/4 - 1/2 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-02994-W Application #: 000327-7

Permit Type: GP Project Name: CHRISTO LA ROCA CHURCH

Land Use: Landscape Acres Served: 1.16
Facility ID: 13556 Facility Type: WELL
Facility Name: Well Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 0 Pump Capacity: 105 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 60 well Use: Casing Depth (ft): 50 Primary Facility Type: Irrigation Facility Status: Proposed Source: Biscayne Aquifer Permitted: Yes

AA142 NW FED USGS USGS40000235633

1/4 - 1/2 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2452 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870601 Well Depth: 33 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

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Ground water levels, Number of N	Not Reported	Level reading date:	1998-04-30
Feet below surface:		Feet to sea level:	-1.59
Note:	Not Reported		
Level reading date:	1997-10-27	Feet below surface:	Not Reported
Feet to sea level:	-0.48	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-10.22	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-4.44	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-12.62	Note:	Not Reported
Level reading date:	1995-10-24	Feet below surface:	Not Reported
Feet to sea level:	0.49	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-10.78	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-2.54	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-15.09	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-5.82	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-11.74	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-11.04	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-11.71	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-5.77	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-9.25	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-7.27	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-11.34	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-11.85	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-11.54	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-10.32	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported

Feet to sea level: -12.37 Note: Not Reported

Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -9.26 Note: Not Reported

AA143 NW FED USGS USGS40000235634

1/4 - 1/2 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location:G -2453Type:WellDescription:Not ReportedHUC:03090202Drainage Area:Not ReportedDrainage Area Units:Not Reported

Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Formation Type: Not Reported Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870601

Well Depth: 76 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 21 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -3.60

Feet below surface: Not Reported Feet to sea level: -3.60

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: -2.12 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported Feet to sea level: -6.32 Note: Note

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: 14.07 Note: Not Reported

Level reading date: 1995-10-24 Feet below surface: Not Reported Feet to sea level: -1.95 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported

Feet to sea level: -11.57 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported Feet to sea level: -4.02 Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -16.37 Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: -8.68 Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported

Feet to sea level:
-14.22

Note:

Not Reported

Level reading date:

1992-10-27

Feet below surface:

Not Reported

Feet to sea level: -13.50 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported Feet to sea level: -13.22 Note: Note Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -7.83 Note: Not Reported

1991-04-17 Level reading date: Feet below surface: Not Reported Feet to sea level: -10.63 Note: Not Reported Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: Note: Not Reported -9.29Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -12.73 Note: Not Reported 1989-10-17 Level reading date: Feet below surface: Not Reported Feet to sea level: -13.11 Note: Not Reported Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: Not Reported -13.32 Note: Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -12.15 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -13.80 Note: Not Reported Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -10.39Note: Not Reported

AA144 NW FL WELLS FLSA12000029887 1/4 - 1/2 Mile

Database: Super Act Program Well Data Permit #: 0

Well Type: Large (>150,00 gpd) Community PWS

Well Depth (ft): 109

Casing Diameter (in): 17

Large PWS Well: 0

Higher

Higher

WSRP Action: Not Reported

Resident Type: Not Reported

Well Name: FORT LAUDERDALE, (PROSPECT)

Well Status: RETAGGED

Casing Material: 90
Casing Length (ft): 0

Sanitary Seal: Not Reported

WSRP ID: 0

Potable Status: POTABLE

145 SE FL WELLS FLSO12000047077 1/2 - 1 Mile

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-02562-W Application #: 190619-3

Permit Type: GP Project Name: PROSPECT PARK APARTMENTS

Land Use:LandscapeAcres Served:2.6Facility ID:41088Facility Type:PUMPFacility Name:Pump-1Pump Type:Centrifugal

Pump Diameter (in): 4 Well Diameter (in): 0 Intake Depth (ft): 125 0 Pump Capacity: Intake Elevation (ft): 0 Well Depth (ft): Casing Depth (ft): 0 well Use: Primary Facility Status: Existing Facility Type: Irrigation Source: On-site Lake(s) / Pond(s) Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

Z146 WNW FL WELLS FLSA12000029888 1/2 - 1 Mile

Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 80 Well Depth (ft): 100 Casing Length (ft): 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Z147 NW FL WELLS FLSA12000026929

1/2 - 1 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #31
Permit #: 4060486 Well Status: ACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft): 100 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

Z148 NW FL WELLS FLPUB1000005737

1/2 - 1 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:9000000PWS Primary Service Area:MUNICIPAL/CITY

Well ID: 7 Well Name: FORT LAUDERDALE WELL 31 Well Status: ACTIVE FLUW ID: AAH0086

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0

 Height Above Elipsoid (m):
 7.611
 Well Plant ID:
 2

 Year Drilled:
 1975
 Depth (ft):
 108

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

AA149 NW FL WELLS FLSA12000027554

1/2 - 1 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #30
Permit #: 4060486 Well Status: ACTIVE
Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel

Well Depth (ft):109Casing Length (ft):90Casing Diameter (in):16Sanitary Seal:Yes

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Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AA150 NW FL WELLS FLPUB1000005736 1/2 - 1 Mile

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 6 Well Name: FORT LAUDERDALE WELL 30

 Well Status:
 ACTIVE
 FLUW ID:
 AAH1501

 Height Above Elipsoid (m):
 6.044
 Well Plant ID:
 2

 Year Drilled:
 1972
 Depth (ft):
 108

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

AB151
West FL WELLS FLSA12000026926

1/2 - 1 Mile Higher

Database: Super Act Program Well Data Well Name: WELL #34
Permit #: 4060486 Well Status: ACTIVE

Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel Well Depth (ft): 90 Casing Length (ft): 75 Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AB152
West FL WELLS FLPUB1000005740

1/2 - 1 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 10 Well Name: FORT LAUDERDALE WELL 34

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0083

 Height Above Elipsoid (m):
 4.202
 Well Plant ID:
 2

 Year Drilled:
 1975
 Depth (ft):
 100

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Map ID Direction Distance

Elevation Database EDR ID Number
AC153

NNW 1/2 - 1 Mile Higher

USGS40000235643

FED USGS

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2015 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Not Reported Drainage Area: Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Construction Date: Not Reported Not Reported Well Depth: Not Reported Well Depth Units: Not Reported Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 16 Level reading date: 1984-10-18 Feet below surface: Not Reported Feet to sea level: -4.70

Note: Not Reported

Level reading date: 1984-05-22 Feet below surface: Not Reported Feet to sea level: -6.85 Note: Not Reported

Level reading date: 1983-10-18 Feet below surface: Not Reported Feet to sea level: -3.43 Note: Not Reported

Level reading date:1983-05-18Feet below surface:Not ReportedFeet to sea level:-5.05Note:Not Reported

Level reading date: 1982-10-19 Feet below surface: Not Reported Feet to sea level: -2.53 Note: Note Reported

Level reading date: 1982-06-11 Feet below surface: Not Reported Feet to sea level: -4.83 Note: Note: Not Reported

Level reading date: 1981-10-08 Feet below surface: Not Reported Feet to sea level: -1.95 Note: Note Reported

Level reading date: 1981-05-14 Feet below surface: Not Reported Feet to sea level: -8.78 Note: Note Reported

Level reading date: 1981-03-18 Feet below surface: Not Reported Feet to sea level: -7.29 Note: Not Reported

Level reading date: 1980-10-09 Feet below surface: Not Reported Feet to sea level: -4.90 Note: Not Reported

Level reading date: 1979-10-23 Feet below surface: Not Reported Feet to sea level: -1.98 Note: Not Reported

Level reading date: 1978-05-05 Feet below surface: Not Reported Feet to sea level: -4.69 Note: Not Reported

Level reading date: 1977-10-06 Feet below surface: Not Reported Feet to sea level: -0.27 Note: Not Reported

Level reading date: 1976-10-13 Feet below surface: Not Reported Feet to sea level: -1.52 Note: Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported

Feet to sea level: -2.83 Note: Not Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported Feet to sea level: -0.71 Note: Not Reported

AC154 NNW FED USGS USGS40000235644

NNW 1/2 - 1 Mile Higher

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center Monitor Location: G -2016 Type: Well Description: Not Reported HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: Not Reported Well Depth: Not Reported Well Depth Units: Not Reported Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported Ground water levels, Number of Measurements: 16 Level reading date: 1984-10-18 Feet below surface: Not Reported Feet to sea level: -4.29Note: Not Reported Level reading date: 1984-05-22 Feet below surface: Not Reported Feet to sea level: -7.05 Note: Not Reported Level reading date: 1983-10-18 Feet below surface: Not Reported Feet to sea level: Not Reported -3.51 Note: 1983-05-18 Feet below surface: Level reading date: Not Reported Feet to sea level: -4.39 Note: Not Reported Level reading date: 1982-10-19 Feet below surface: Not Reported Feet to sea level: -3.30Note: Not Reported Level reading date: 1982-06-11 Feet below surface: Not Reported Feet to sea level: -3.74 Note: Not Reported Level reading date: 1981-10-08 Feet below surface: Not Reported Feet to sea level: -1.76Note: Not Reported Level reading date: 1981-05-14 Feet below surface: Not Reported Feet to sea level: -8.89 Note: Not Reported Feet below surface: 1981-03-18 Level reading date: Not Reported Feet to sea level: -7.02 Note: Not Reported

Feet to sea level:

-7.02

Note:

Not Reported

Level reading date:

1980-10-09

Feet below surface:

Not Reported

Not Reported

Note:

Not Reported

Not Reported

Note:

Not Reported

Note Reported

Not Reported

Feet to sea level: -2.60 Note: Not Reported

Level reading date: 1978-05-05 Feet below surface: Not Reported Feet to sea level: -4.30 Note: Not Reported

Level reading date: 1977-10-06 Feet below surface: Not Reported Feet to sea level: -0.09 Note: Not Reported

Level reading date: 1976-10-13 Feet below surface: Not Reported Feet to sea level: -1.19 Note: Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: -3.12 Note: Note Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported Feet to sea level: -1.72 Note: Not Reported

WNW FL WELLS FLSO12000048511

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:31078Facility Type:WELLFacility Name:32 - PROSPECTPump Type:Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 17

 Pump Capacity:
 2100
 Intake Depth (ft):
 50

 Intake Elevation (ft):
 0
 Well Depth (ft):
 103

 Casing Depth (ft):
 82
 well Use:
 Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

AB156
WSW
FL WELLS FLSA12000029891

1/2 - 1 Mile Higher

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 75

Well Depth (ft):90Casing Length (ft):0Casing Diameter (in):17Sanitary Seal:Not ReportedLarge PWS Well:0WSRP ID:0WSRP Action:Not ReportedPotable Status:POTABLE

Resident Type: Not Reported

AD157 NW FL WELLS FLSO12000048573 1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLEM Use: Public Water Supply Acres Served: 26500

Facility Name: FAS-105 Prospect Public Water Supply Acres Served: 26500
Facility Type: WELL
Facility Name: FAS-105 Prospect Pump Type: Submersible

 Pump Diameter (in):
 0
 Well Diameter (in):
 16

 Pump Capacity:
 3300
 Intake Depth (ft):
 0

 Intake Elevation (ft):
 0
 Well Depth (ft):
 1200

 Casing Depth (ft):
 1000
 well Use:
 Primary

Facility Status: Proposed Facility Type: Public Water Supply

Page 470 of 869

Permitted: Source: Floridan Aquifer System Yes

AB158 West 1/2 - 1 Mile **FL WELLS** FLSO12000048513

Higher

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Land Use: **Public Water Supply** Acres Served: 26500

Facility Type: Facility ID: 31082 WELL Facility Name: 34 - PROSPECT Pump Type: Submersible

Well Diameter (in): Pump Diameter (in): 0 17 Pump Capacity: 2100 Intake Depth (ft): 50 Well Depth (ft): 90 Intake Elevation (ft): 0 Primary Casing Depth (ft): 75 well Use:

Facility Status: Existing Facility Type: **Public Water Supply**

Source: Biscayne Aquifer Permitted:

159 Site ID: 8735329

SSW **AQUIFLOW** 838 Groundwater Flow: NW 1/2 - 1 Mile Water Table Depth: 4.45-12.19

Higher Date: 1/5/87

160 NE 1/2 - 1 Mile **FL WELLS** FLSO12000048050

Higher

Database: Water Supply Permitted Facility Database (South District) SFWD Permit #: 06-07882-W Application #: 190514-10

GΡ LANDSCAPE IRRIGATION Permit Type: Project Name:

Land Use: Landscape Acres Served: 1

Facility ID: 281770 Facility Type: WELL Facility Name: Well-1 Pump Type: Centrifugal

Pump Diameter (in): 0 Well Diameter (in): 2 50 Intake Depth (ft): Pump Capacity: 12 Intake Elevation (ft): Well Depth (ft): 0 90 Casing Depth (ft): 80 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

AD161 NW **FL WELLS** FLPUB1000008351

1/2 - 1 Mile Higher

> Database: Public Water System (PWS) Wells (Non-Federal) FORT LAUDERDALE, CITY OF PWS Status: ACTIVE PWS Name:

COMMUNITY PWS Type: PWS Operator: Not Reported PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19 PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: Well Name: WELL # 54 29 Well Status: **ACTIVE** FLUW ID: AAL5164

Height Above Elipsoid (m): Well Plant ID: 2 Year Drilled: 2001 Depth (ft): 120

Availability Usage: **PERMANENT** Aquifer: Biscayne Aquifer

162 **WSW FL WELLS** FLSO12000012531

1/2 - 1 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04446-W Application #: 050805-9

GΡ Permit Type: Project Name: GENNARO'S PRODUCE COMPANY

Land Use: Landscape Acres Served: .4 Facility ID: Facility Type: 179638 WELL Facility Name: Well 1 Pump Type: Centrifugal

Pump Diameter (in): Well Diameter (in): 0 2 Intake Depth (ft): Pump Capacity: 35 0 Intake Elevation (ft): 0 Well Depth (ft): 90 Casing Depth (ft): 80 well Use: Primary Facility Status: Facility Type: Irrigation Existing Source: Surficial Aquifer System Permitted: Yes

AD163 NW 1/2 - 1 Mile **FL WELLS** FLSA12000103696

Higher

Database: Super Act Program Well Data Well Name: Well #53 Well Status: **ACTIVE** Permit #: 0

Well Type: Casing Material: Not Reported Large (>150,00 gpd) Community PWS

Well Depth (ft): Casing Length (ft):

Casing Diameter (in): 0 Sanitary Seal: Not Reported

WSRP ID: Large PWS Well: 0

WSRP Action: Potable Status: **POTABLE** Not Reported

Resident Type: Not Reported

AB164 West 1/2 - 1 Mile **FED USGS** USGS40000235580

Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Well Monitor Location: G -1230 Type: Description: Not Reported HUC: 03090202 Drainage Area Units: Not Reported Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Contrib Drainage Area: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Not Reported Construction Date: 19640101 Well Depth: 197 Well Depth Units:

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 3 Level reading date: 1978-05-05 Feet below surface: Not Reported Feet to sea level: 15.97

Not Reported Note:

Level reading date: 1978-05-03 Feet below surface: Not Reported Feet to sea level: Note: Note Reported Note Reported

Level reading date: 1976-10-13 Feet below surface: Not Reported Feet to sea level: 0.57 Note: Note Reported

AB165
West FL WELLS FLSO12000048512

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 4pplication #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use:Public Water SupplyAcres Served:26500Facility ID:31080Facility Type:WELLFacility Name:33 - PROSPECTPump Type:Submersible

Well Diameter (in): Pump Diameter (in): n 17 Pump Capacity: 2100 Intake Depth (ft): 50 Intake Elevation (ft): 0 Well Depth (ft): 101 Casing Depth (ft): 80 well Use: Primary Facility Type: Facility Status: Existing Monitor Permitted: Source: Biscayne Aquifer Yes

AE166
West FL WELLS FLSA12000026927
1/2 - 1 Mile

Higher

Super Act Program Well Data Well Name: WELL #33 Database: Permit #: 4060486 Well Status: ACTIVE Well Type: Large (>150,00 gpd) Community PWS Casing Material: Black Steel Well Depth (ft): 101 Casing Length (ft): 80

Casing Diameter (in): 16 Sanitary Seal: Yes Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AE167
West FL WELLS FLPUB1000005739

1/2 - 1 Mile Higher

Database: Public Water System (PWS) Wells (Non-Federal)
PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type:COMMUNITYPWS Operator:Not ReportedPWS Population Served:182245PWS Last San Survey:02-MAY-19PWS Design Capacity:90000000PWS Primary Service Area:MUNICIPAL/CITY

Well ID: 9 Well Name: FORT LAUDERDALE WELL 33

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0084

 Height Above Elipsoid (m):
 6.716
 Well Plant ID:
 2

 Year Drilled:
 1975
 Depth (ft):
 100

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

Map ID Direction Distance

Elevation Database EDR ID Number

AE168 West 1/2 - 1 Mile Higher

FED USGS USGS40000235595

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2388 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19840201

Well Depth: 28 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 27 Level reading date: 1998-04-30 Feet below surface: Not Reported Feet to sea level: -6.31

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: -2.63 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported

Feet to sea level: -11.45 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported Feet to sea level: -6.91 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported Feet to sea level: -10.90 Note: Not Reported

Level reading date: 1995-10-25 Feet below surface: Not Reported

Feet to sea level: -5.00 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported Feet to sea level: -4.82 Note: Not Reported

Level reading date: 1993-11-02 Feet below surface: Not Reported

Feet to sea level: -8.05 Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported Feet to sea level: -14.73 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -13.65 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported

Feet to sea level: -11.56 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: -7.08 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

Feet to sea level: -8.37 Note: Not Reported

Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: -8.49 Note: Note Reported

Level reading date: 1990-04-24 Feet below surface: Not Reported

Feet to sea level: -11.85 Note: Not Reported Level reading date: 1989-10-17 Feet below surface: Not Reported Feet to sea level: -12.19Note: Not Reported Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -12.75 Note: Not Reported Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -11.82 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -13.58 Note: Not Reported 1987-10-21 Feet below surface: Level reading date: Not Reported Feet to sea level: -9.53 Note: Not Reported 1987-05-12 Feet below surface: Level reading date: Not Reported Feet to sea level: -14.18 Note: Not Reported Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -11.76 Note: Not Reported Feet below surface: Level reading date: 1986-05-07 Not Reported Feet to sea level: -10.77 Note: Not Reported Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -9.56 Note: Not Reported Level reading date: 1985-05-15 Feet below surface: Not Reported Feet to sea level: -11.85 Not Reported Note: 1984-10-18 Feet below surface: Level reading date: Not Reported Feet to sea level: -8.16 Note: Not Reported Level reading date: 1984-05-22 Feet below surface: Not Reported Feet to sea level: -8.71 Note: Not Reported

AE169 FED USGS USGS40000235596 West 1/2 - 1 Mile

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center

Monitor Location: G -2389 Type: Well Description: UPDATED HEADER FILE HUC: 03090202 Not Reported Not Reported Drainage Area: Drainage Area Units: Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19840201

Well Depth: 73 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 28 Level reading date: 1998-04-30 Feet to sea level: Feet below surface: Not Reported -7.26

Note: Not Reported

Higher

Level reading date: 1997-10-27 Feet below surface: Not Reported Feet to sea level: -5.55 Note: Not Reported

Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-12.03	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-8.11	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-11.30	Note:	Not Reported
Level reading date:	1995-10-25	Feet below surface:	Not Reported
Feet to sea level:	-5.98	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-4.90	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-16.49	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-9.16	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-15.15	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-14.53	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-11.78	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-7.73	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-8.68	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-9.09	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-12.23	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-12.52	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-13.40	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-12.44	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-14.26	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-10.35	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-14.58	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-12.03	Note:	Not Reported

1986-05-07 Level reading date: Feet below surface: Not Reported Feet to sea level: -11.36 Note: Not Reported

Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: -10.21Note: Not Reported

Level reading date: 1985-05-15 Feet below surface: Not Reported Feet to sea level: -12.53 Note: Not Reported

1984-10-18 Level reading date: Feet below surface: Not Reported

Feet to sea level: -8.94 Note: Not Reported

Level reading date: 1984-05-22 Feet below surface: Not Reported Feet to sea level: Note: Not Reported -9.22

AE170 FL WELLS FLSA12000029890 West 1/2 - 1 Mile

Database: Super Act Program Well Data Well Name:

FORT LAUDERDALE, (PROSPECT) Permit #: Well Status: RETAGGED

80

Well Type: Large (>150,00 gpd) Community PWS Casing Material: Well Depth (ft): Casing Length (ft): 101 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported

WSRP ID: Large PWS Well: 0

WSRP Action: Potable Status: **POTABLE** Not Reported Resident Type: Not Reported

AF171 West **FL WELLS** FLSO12000048571 1/2 - 1 Mile

Higher

Higher

Higher

Database: Water Supply Permitted Facility Database (South District) SFWD Permit #: 06-00123-W Application #: 190820-4

FORT LAUDERDALE PUBLIC WATER SUP Permit Type: IND Project Name: Land Use: **Public Water Supply** Acres Served: 26500 WELL Facility ID: 224658 Facility Type:

Facility Name: FAS-103 Prospect Pump Type: Submersible Pump Diameter (in): Well Diameter (in): 16 Pump Capacity: 3300 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 1200 Casing Depth (ft): 1000 well Use: Primary

Facility Status: Facility Type: **Public Water Supply** Proposed

Source: Floridan Aquifer System Permitted: Yes

AG172 WNW **FL WELLS** FLSA12000026928 1/2 - 1 Mile

Database: Super Act Program Well Data Well Name: WELL #32 Permit #: Well Status: **ACTIVE** Well Type: Large (>150,00 gpd) Community PWS Casing Material: **Black Steel**

Well Depth (ft): 103 Casing Length (ft): 82 Casing Diameter (in): 16 Sanitary Seal: Yes

Large PWS Well: 1 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AG173
WNW FL WELLS FLPUB1000005738
1/2 - 1 Mile

Higher

Higher

Database: Public Water System (PWS) Wells (Non-Federal)

PWS Status: PWS Name: FORT LAUDERDALE, CITY OF

PWS Type: COMMUNITY PWS Operator: Not Reported
PWS Population Served: 182245 PWS Last San Survey: 02-MAY-19
PWS Design Capacity: 90000000 PWS Primary Service Area: MUNICIPAL/CITY

Well ID: 8 Well Name: FORT LAUDERDALE WELL 32

 Well Status:
 ACTIVE
 FLUW ID:
 AAH0085

 Height Above Elipsoid (m):
 4.756
 Well Plant ID:
 2

 Year Drilled:
 1975
 Depth (ft):
 100

Availability Usage: PERMANENT Aquifer: Biscayne Aquifer

AG174

AG174
WNW
FL WELLS
FLSA12000029889
1/2 - 1 Mile

Database: Super Act Program Well Data Well Name: FORT LAUDERDALE, (PROSPECT)

Permit #: 0 Well Status: RETAGGED

Well Type: Large (>150,00 gpd) Community PWS Casing Material: 82 Well Depth (ft): 103 Casing Length (ft): 0

Casing Diameter (in): 17 Sanitary Seal: Not Reported

Large PWS Well: 0 WSRP ID: 0

WSRP Action: Not Reported Potable Status: POTABLE Resident Type: Not Reported

AH175
ESE FED USGS USGS40000235571

1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

S -2022 Monitor Location: Type: Well Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Not Reported Aquifer: Not Reported Formation Type: Aquifer Type: Construction Date: 19590101 Not Reported Well Depth: 76 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

Al176 NW 1/2 - 1 Mile

FL WELLS FLSO12000048539

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUPLAND Use: Public Water Supply Acres Served: 26500
Facility ID: 31162 WELL

Facility ID: 31162 Facility Type: WELL Facility Name: 54-Prospect Pump Type: #N/A Pump Diameter (in): 0 Well Diameter (in): 16 Pump Capacity: 2100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 120 Casing Depth (ft): 100 well Use: Primary

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

AG177 WNW 1/2 - 1 Mile Higher

WNW FL WELLS FLSO12000048572

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Land Use: Public Water Supply Acres Served: 26500

Facility ID: 224659 Facility Type: WELL Facility Name: FAS-104 Prospect Pump Type: Submersible

Pump Diameter (in): Well Diameter (in): n 16 Pump Capacity: 3300 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 1200 Casing Depth (ft): well Use: Primary 1000

Facility Status: Proposed Facility Type: Public Water Supply

Source: Floridan Aquifer System Permitted: Yes

AJ178 NE 1/2 - 1 Mile Higher

E FL WELLS FLSO12000013760

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04798-W Application #: 060807-14

Permit Type: GP Project Name: FORT LAUDERDALE CHRISTIAN SCHOOL Landscape Acres Served: Land Use: 10 Facility Type: Facility ID: 194542 WELL Centrifugal Facility Name: Pump Type: 1

Pump Diameter (in): 0 Well Diameter (in): 2 Pump Capacity: 40 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 40 Primary Casing Depth (ft): well Use: 0 Facility Status: Facility Type: Irrigation Existing Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

EDR ID Number Elevation Database

8

ENE 1/2 - 1 Mile Higher

Well Hole Depth:

Level reading date:

AK179

FED USGS USGS40000235626

Well

USGS Florida Water Science Center

Organization ID: **USGS-FL** Organization Name: Monitor Location: G - 868 Type: HUC: Description: Not Reported Drainage Area: Not Reported Contrib Drainage Area: Not Reported Aquifer: Not Reported Aquifer Type: Not Reported Well Depth: 13.5

03090202 Drainage Area Units: Not Reported Contrib Drainage Area Unts: Not Reported Formation Type: Not Reported Construction Date: Not Reported

Well Depth Units: ft

Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: Feet below surface:

Not Reported

Not Reported

1979-10-23

1981-05-14 Level reading date:

Feet to sea level: -1.26

Not Reported Note:

Level reading date: 1981-03-18

Feet below surface:

Feet below surface:

Not Reported Not Reported

Feet to sea level: -1.86 Note:

Feet below surface: Not Reported

Feet to sea level: 1.44 Note:

Not Reported

Level reading date: 1978-05-05 Feet to sea level: -0.02

Feet below surface: Note:

Not Reported Not Reported

Level reading date: 1977-10-06

Not Reported

Feet to sea level: 2.71

Note:

Not Reported

Level reading date: 1976-10-13

Feet below surface:

Not Reported Not Reported

Feet to sea level: 0.81

Note:

Level reading date: 1976-05-06 Feet to sea level: -2.19

Note:

Not Reported Not Reported

Level reading date: 1975-10-15 Feet below surface:

Feet below surface:

Not Reported

Feet to sea level: 2.20

Note:

Not Reported

AL180 WSW 1/2 - 1 Mile Higher

FL WELLS FLSO12000015343

Database: Water Supply Permitted Facility Database (South District)

06-05037-W 070328-12 SFWD Permit #: Application #:

Project Name: CHARTER SCHOOL INST Permit Type: GP Land Use: Landscape Acres Served: .23 Facility ID: 212871 Facility Type: WELL Facility Name: W-1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 0 2 70 Intake Depth (ft): 0 Pump Capacity: Well Depth (ft): Intake Elevation (ft): 0 85 Casing Depth (ft): 80 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

West 1/2 - 1 Mile Higher

AF181

FL WELLS FLSO12000008653

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03524-W Application #: 020514-8

Permit Type: GP Project Name: STATE ROAD 7-FORT LAUDERDALE

Land Use:LandscapeAcres Served:2Facility ID:119671Facility Type:WELLFacility Name:1Pump Type:Centrifugal

Pump Diameter (in): 0 Well Diameter (in): Pump Capacity: 60 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 85 0 Casing Depth (ft): 75 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Biscayne Aquifer Permitted: Source: Yes

AH182
East FL WELLS FLSO12000048534
1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Permit Type:INDProject Name:FORT LALand Use:Public Water SupplyAcres Served:26500

Facility ID: 31148 Facility Type: WELL 20 - PROSPECT Facility Name: Pump Type: #N/A Pump Diameter (in): Well Diameter (in): 0 12 Pump Capacity: 0 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 76 Casing Depth (ft): well Use: Standby 61 Facility Type: Monitor Facility Status: Existing Source: Biscayne Aquifer Permitted: Yes

AM183
SSE
FED USGS USGS40000235542
1/2 - 1 Mile
Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2458 Well Type: Description: Not Reported HUC: 03090202 Not Reported Drainage Area Units: Not Reported Drainage Area: Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870724

Well Depth: 21 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-29 Feet below surface: Not Reported Feet to sea level: -4.70

Note: Not Reported

Level reading date:	1997-10-27	Feet below surface:	Not Reported
Feet to sea level:	-2.72	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-3.42	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-1.50	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-5.16	Note:	Not Reported
Level reading date:	1995-10-24	Feet below surface:	Not Reported
Feet to sea level:	1.58	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-4.33	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-1.00	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-1.93	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	0.97	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-3.50	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-2.07	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-2.72	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	0.00	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-2.08	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	0.38	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-2.23	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-2.85	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-3.09	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-2.35	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-4.13	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	0.01	Note:	Not Reported

Map ID Direction Distance

EDR ID Number Elevation Database

AM184 1/2 - 1 Mile Higher

Feet to sea level:

FED USGS USGS40000235543

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2459 Well Monitor Location: Type: HUC: 03090202 Description: Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19870724 ft

Well Depth: Well Depth Units:

Not Reported Well Hole Depth: Not Reported Well Hole Depth Units:

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-29 Feet below surface: Not Reported Feet to sea level: -5.45

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: Note: Not Reported -2.67

Level reading date: 1997-05-05 Feet below surface: Not Reported

Feet to sea level: -3.95 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: -2.25Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported

Feet to sea level: Not Reported -5.87Note:

Level reading date: 1995-10-24 Feet below surface: Not Reported

Feet to sea level: 0.95 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: -4.53 Not Reported Note:

1994-10-12 Feet below surface:

Level reading date: Not Reported Feet to sea level: -1.51 Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported

Feet to sea level: Not Reported -2.53Note:

Level reading date: 1993-11-02 Feet below surface: Not Reported

Feet to sea level: 0.20 Note: Not Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported

-4.17

Note:

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: -2.82 Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported Feet to sea level: -3.04Note: Not Reported

Feet below surface: Not Reported

Level reading date: 1991-10-22 Feet to sea level: -0.60 Note: Not Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

Not Reported

Feet to sea level: -2.68 Note: Not Reported Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: -0.22 Note: Not Reported Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: -2.85 Note: Not Reported Level reading date: 1989-10-17 Feet below surface: Not Reported Feet to sea level: Not Reported -3.50 Note: Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -3.46 Note: Not Reported Level reading date: 1988-10-25 Feet below surface: Not Reported Feet to sea level: -2.93 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -4.79 Not Reported Note: Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: -0.63 Note: Not Reported

Al185
NW FL WELLS FLSO12000021301
1/2 - 1 Mile

Water Supply Permitted Facility Database (South District) Database: SFWD Permit #: 06-06232-W Application #: 110112-7 Permit Type: GΡ Project Name: **GRANADA** Acres Served: 4.39 Land Use: Landscape Facility ID: 258550 Facility Type: WELL Facility Name: Ρ Pump Type: Centrifugal Pump Diameter (in): 0 Well Diameter (in): 4 Pump Capacity: Intake Depth (ft): 120 0 Intake Elevation (ft): Well Depth (ft): n 60 Casing Depth (ft): 50 well Use: Primary Irrigation Facility Status: Proposed Facility Type: Source: Biscayne Aquifer Permitted: Yes

Higher

Higher

AN186 SSW FL WELLS FLSO12000006892 1/2 - 1 Mile

Database: Water Supply Permitted Facility Database (South District) SFWD Permit #: 06-03070-W Application #: 000720-3 COMFORT INN Project Name: Permit Type: GP Land Use: Landscape Acres Served: .56 Facility ID: 100932 Facility Type: WELL Facility Name: Well-1 Pump Type: Centrifugal Well Diameter (in): Pump Diameter (in): 0 2 Pump Capacity: 50 Intake Depth (ft): Intake Elevation (ft): 0 Well Depth (ft): 82 Casing Depth (ft): 75 well Use: Primary Facility Status: Existing Facility Type: Irrigation Biscayne Aquifer Source: Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number **AN187**

SSW 1/2 - 1 Mile **FL WELLS** FLSO12000047313

FLSA12000011247

FLSO12000006746

Higher

Database: Water Supply Permitted Facility Database (South District)

06-03070-W SFWD Permit #: Application #: 200923-7 GΡ Project Name: **COMFORT INN** Permit Type:

Land Use: Landscape Acres Served: .56 Facility ID: 100932 Facility Type: WELL Facility Name: Well-1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 0 2 Pump Capacity: 50 Intake Depth (ft): 1 Intake Elevation (ft): Well Depth (ft): 82 0 Casing Depth (ft): 75 well Use: Primary Facility Status: Existing Facility Type: Irrigation Permitted: Biscayne Aquifer Source: Yes

AO188 WNW 1/2 - 1 Mile Higher

FL WELLS

AAA SENTRY Super Act Program Well Data Well Name: Database: Permit #: Well Status: **ACTIVE**

Limited Use PWS PVC Well Type: Casing Material: Well Depth (ft): 35 Casing Length (ft): 0 Casing Diameter (in): 2 Sanitary Seal: Yes 0 WSRP ID: Large PWS Well: 0

WSRP Action: Potable Status: **POTABLE** Not Reported

Resident Type: Not Reported

189

West 1/2 - 1 Mile Higher

> Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-02996-W Application #: 000301-21

Permit Type: GΡ Project Name: UNISITE INC 441 TURNPIKE SITE

Land Use: Landscape Acres Served: .04 Facility ID: 21241 Facility Type: WELL Centrifugal Facility Name: Pump Type: 1

Pump Diameter (in): 0 Well Diameter (in): 40 Intake Depth (ft): Pump Capacity: 0 Intake Elevation (ft): Well Depth (ft): 100 0 Casing Depth (ft): 80 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

FL WELLS

Map ID Direction Distance

Elevation Database EDR ID Number

AJ190 NE 1/2 - 1 Mile Higher

FED USGS USGS40000235651

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center G -2405 Well Monitor Location: Type: Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported

Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported
Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: 19840701

Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 28 Level reading date: 1998-04-27 Feet below surface: Not Reported Feet to sea level: -0.84

Note: Not Reported

Level reading date: 1997-10-27 Feet below surface: Not Reported

Feet to sea level: 1.26 Note: Not Reported

Level reading date: 1997-05-05 Feet below surface: Not Reported

Feet to sea level: 0.69 Note: Not Reported

Level reading date: 1996-10-30 Feet below surface: Not Reported

Feet to sea level: 1.15 Note: Not Reported

Level reading date: 1996-04-23 Feet below surface: Not Reported

Feet to sea level: -1.81 Note: Not Reported

Level reading date: 1995-10-24 Feet below surface: Not Reported

Feet to sea level: 4.24 Note: Not Reported

Level reading date: 1995-04-26 Feet below surface: Not Reported Feet to sea level: 2.06 Note: Not Reported

Level reading date: 1994-10-12 Feet below surface: Not Reported

Feet to sea level: 2.23 Note: Not Reported

Level reading date: 1994-05-05 Feet below surface: Not Reported Feet to sea level: -0.51 Note: Not Reported

r eet to sea level. -0.51 Not reported

Level reading date: 1993-11-02 Feet below surface: Not Reported Feet to sea level: 3.62 Note: Note Reported

Level reading date: 1993-05-06 Feet below surface: Not Reported

Feet to sea level: -0.21 Note: Not Reported

Level reading date: 1992-10-27 Feet below surface: Not Reported Feet to sea level: Note: Not Reported

Level reading date: 1992-04-21 Feet below surface: Not Reported

Feet to sea level: 0.46 Note: Not Reported

Level reading date: 1991-10-22 Feet below surface: Not Reported Feet to sea level: 3.02 Note: Note Reported

Level reading date: 1991-04-17 Feet below surface: Not Reported

1.22 Feet to sea level: Note: Not Reported Level reading date: 1990-10-16 Feet below surface: Not Reported Feet to sea level: 3.36 Note: Not Reported Level reading date: 1990-04-24 Feet below surface: Not Reported Feet to sea level: 0.29 Note: Not Reported Level reading date: 1989-10-17 Feet below surface: Not Reported Feet to sea level: Not Reported -1.24 Note: Level reading date: 1989-05-03 Feet below surface: Not Reported Feet to sea level: -0.44 Note: Not Reported 1988-10-25 Feet below surface: Level reading date: Not Reported Feet to sea level: 0.75 Note: Not Reported Level reading date: 1988-04-26 Feet below surface: Not Reported Feet to sea level: -1.71 Note: Not Reported Level reading date: 1987-10-21 Feet below surface: Not Reported Feet to sea level: 2.37 Note: Not Reported Feet below surface: Level reading date: 1987-05-12 Not Reported Feet to sea level: Note: Not Reported 0.49Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: 1.12 Note: Not Reported 1986-05-07 Level reading date: Feet below surface: Not Reported Feet to sea level: Not Reported 0.69 Note: 1985-10-22 Feet below surface: Level reading date: Not Reported Feet to sea level: 3.97 Note: Not Reported Level reading date: 1985-05-16 Feet below surface: Not Reported Feet to sea level: -0.48Note: Not Reported Level reading date: 1984-10-18 Feet below surface: Not Reported Feet to sea level: 2.09 Note: Not Reported

AJ191 **FED USGS** USGS40000235652 1/2 - 1 Mile

Organization ID: USGS-FL USGS Florida Water Science Center Organization Name: Monitor Location: G -2451 Type: Well Description: Not Reported HUC: 03090202

Not Reported Drainage Area: Not Reported Drainage Area Units: Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Higher

Note:

Aquifer Type: Unconfined single aquifer Construction Date: 19870501 Well Depth: Well Depth Units:

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 22 Level reading date: 1998-04-27 Feet below surface: Not Reported Feet to sea level: -4.87

Not Reported

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Level reading date:	1997-10-27	Feet below surface:	Not Reported
Feet to sea level:	-2.68	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-3.22	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-2.33	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-6.10	Note:	Not Reported
Level reading date:	1995-10-24	Feet below surface:	Not Reported
Feet to sea level:	0.67	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-6.15	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	-1.35	Note:	Not Reported
Level reading date:	1994-05-05	Feet below surface:	Not Reported
Feet to sea level:	-4.59	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	-0.29	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-4.78	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-3.13	Note:	Not Reported
Level reading date:	1992-04-21	Feet below surface:	Not Reported
Feet to sea level:	-3.63	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	-0.71	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-2.73	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	-0.27	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-3.17	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-4.16	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-3.65	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-2.69	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-5.02	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	-0.90	Note:	Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

AK192 ENE 1/2 - 1 Mile

FED USGS USGS40000235620

Higher Organiza

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2375 Type: Well HUC: 03090202 Description: Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type:Unconfined single aquiferConstruction Date:19840401Well Depth:110Well Depth Units:ftWell Hole Depth:110Well Hole Depth Units:ft

Ground water levels, Number of Measurements: 3 Level reading date: 1985-10-22

Feet below surface: Not Reported Feet to sea level: 1.11

Note: Not Reported

Level reading date: 1985-05-15 Feet below surface: Not Reported

Feet to sea level: -2.86 Note: Not Reported

Level reading date: 1984-10-18 Feet below surface: Not Reported Feet to sea level: -1.19 Note: Not Reported

AK193 ENE 1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2375A Type: Well Not Reported HUC: 03090202 Description: Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type:Unconfined single aquiferConstruction Date:19840401Well Depth:63Well Depth Units:ftWell Hole Depth:63Well Hole Depth Units:ft

Ground water levels, Number of Measurements: 2 Level reading date: 1985-10-22

Feet below surface: Not Reported Feet to sea level: 1.74

Note: Not Reported

Level reading date: 1985-05-15 Feet below surface: Not Reported Feet to sea level: -4.63 Note: Not Reported

AJ194 NNE 1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04782-W Application #: 060807-13

Permit Type: GP Project Name: NEW HOPE COMMUNITY CHURCH

Land Use: Landscape Acres Served: 2

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FED USGS

FL WELLS

USGS40000235621

FLSO12000013759

Facility ID: 195037 Facility Type: PUMP Facility Name: Pump 1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 3 0 Pump Capacity: Intake Depth (ft): 48 0 Intake Elevation (ft): 5 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Existing Facility Type: Irrigation Source: Off-site Canal(s) Permitted: Yes

AO195
WNW FL WELLS FLSA12000011246
1/2 - 1 Mile

Higher

Database: Super Act Program Well Data Well Name: BROWARD CO. FIRE DEPT.

Permit #: 0 Well Status: ACTIVE
Well Type: Non-Transient Non-Community PWS Casing Material: Other
Well Depth (ft): 0 Casing Length (ft): 0

Well Depth (ft):0Casing Length (ft):0Casing Diameter (in):2Sanitary Seal:YesLarge PWS Well:0WSRP ID:0

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AO196
WNW FL WELLS FLSA12000011248
1/2 - 1 Mile

Higher

Database: Super Act Program Well Data Well Name: PRIVATE SALE CARS

Permit #: Well Status: ACTIVE Well Type: Limited Use PWS Casing Material: **PVC** Well Depth (ft): 35 Casing Length (ft): 0 Casing Diameter (in): 2 Sanitary Seal: Yes Large PWS Well: 0 WSRP ID: n

WSRP Action: Not Reported Potable Status: POTABLE

Resident Type: Not Reported

AM197
South FL WELLS FLSO12000033084

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-06485-W Application #: 120430-16

Permit Type: GP

Project Name: FT LAUDERDALE COMMERCE CENTER ENTRANCE

Land Use: Landscape Acres Served: 1
Facility ID: 262379 Facility Type: WELL

Facility Name: Well 1 Pump Type: Centrifugal Pump Diameter (in): Well Diameter (in): 0 2 Pump Capacity: 60 Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 0 80 Casing Depth (ft): 70 well Use: Primary Facility Status: Facility Type: Proposed Irrigation Biscayne Aquifer Permitted: Source: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

State:

Pwsname:

Stateserved:

Fipscounty:

Retpopsrvd:

FL BCWWS 1A

FΙ

12011

75305

AL198 WSW 1/2 - 1 Mile Higher

FRDS PWS FL4060167

Epa region: 04
Pwsid: FL4060167
Cityserved: Not Reported
Zipserved: Not Reported
Status: Active
Pwssvcconn: 18848

 Pwssvcconn:
 18848
 Psource longname:
 Groundwater

 Pwstype:
 CWS
 Owner:
 Local_Govt

 Contact:
 MICHAEL J. SCOTTIE
 Contactorgname:
 BCWWS

Contactphone: 954-831-0800 Contactaddress1: 2555 WEST COPANS ROAD Contactaddress2: Not Reported Contactcity: POMPANO BEACH

Contactstate: FL Contactzip: 33069
Pwsactivitycode: A

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:disinfection

Trtprocess: gaseous chlorination, post

Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:disinfection

Trtprocess: hypochlorination, post Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:disinfection

Trtprocess: chloramines Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:particulate removalTrtprocess:filtration, rapid sandFactypecode:TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:corrosion control

Facactivitycode: A Trtobjective: correctives: Trtprocess: ph adjustment Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:corrosion control

Trtprocess: lime - soda ash addition Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:corrosion control

Trtprocess: lime - soda ash addition Factypecode: TP

Pwsid:FL4060167Facid:72724060167Facname:BROWARD CO - 1AFactype:Treatment_plantFacactivitycode:ATrtobjective:iron removal

Trtprocess: distillation Factypecode: TP

Pwsid: FL4060167 Facid: 72724060167

BROWARD CO - 1A Facname: Factype: Treatment_plant Trtobjective: softening (hardness removal)

Facactivitycode:

County:

Population:

Trtprocess: coagulation

FL4060167 72724060167 Pwsid: Facid: BROWARD CO - 1A Facname: Factype: Treatment_plant

Facactivitycode: Trtobjective: Trtprocess: filtration, rapid sand Factypecode:

72724060167

Pwsid: FL4060167 Facid: BROWARD CO - 1A Facname: Factype: Treatment_plant

Facactivitycode: Trtobjective: softening (hardness removal)

Factypecode:

TP

softening (hardness removal)

Trtprocess: lime - soda ash addition Factypecode:

Pwsid: FL4060167 72724060167 Facid: BROWARD CO - 1A Facname: Factype: Treatment_plant

Facactivitycode: Trtobjective: other fluoridation Factypecode: Trtprocess: TP

PWS ID: FL4060167 PWS name: **BCOES 1A** Address: 3701 N SR 7 Care of: Not Reported

City: LAUDERDALE LAKES State: **BCOES 1A**

Zip: 33311 Owner: Source code: Ground water Population: 50100

PWS ID: FL4060167 PWS type: System Owner/Responsible Party

OES WATER SUPPLY DIVISION PWS address: PWS name: **JACK TARDIFF** 2555 WEST COPANS ROAD POMPANO BEACH PWS address: PWS city:

PWS state: FL PWS zip: 33069 **BROWARD** County: Source: Ground water Treatment Objective: DISINFECTION Process: **CHLORAMINES**

Population: 50100

BROWARD

50100

Treatment Objective: DISINFECTION Process: GASEOUS CHLORINATION, POST

Source:

BROWARD County: Source: Ground water

Treatment Objective: PARTICULATE REMOVAL Process: COAGULATION Population: 50100

BROWARD Ground water County: Source: SOFTENING (HARDNESS REMOVAL) Treatment Objective:

LIME - SODA ASH ADDITION 50100 Process: Population:

County: **BROWARD** Source: Ground water

Treatment Objective: Ζ Process: **FLUORIDATION** Population: 50100

PWS ID: FL4060167 Activity status: Active

Date system activated: Date system deactivated: Not Reported Not Reported Retail population: **BCOES 1A** 00050100 System name: System address: Not Reported System address: 3701 N SR 7

LAUDERDALE LAKES System state: FL System city:

System zip:

Population served: 50,001 - 75,000 Persons Treatment: Treated Latitude: 261130 Longitude: 0801215

Latitude: 261130 Longitude: 0801215

Ground water

State:FLLatitude degrees:26Latitude minutes:11Latitude seconds:30.0000Longitude degrees:80Longitude minutes:12

Longitude seconds: 15.0000

Violation id:20100002907Orig code:SState:FLViolation Year:2009

Contamination code: 2456 Contamination Name: Total Haloacetic Acids (HAA5)
Violation code: 27 Violation name: Monitoring and Reporting (DBP)

Rule code:210Rule name:St1 DBPViolation measur:Not ReportedUnit of measure:Not ReportedState mcl:Not ReportedCmp bdt:10/01/2009

Cmp edt: 12/31/2009

Violation id:20100002931Orig code:SState:FLViolation Year:2009Contamination code:2950Contamination Name:TTHM

Violation code: 27 Violation name: Monitoring and Reporting (DBP)

Rule code: 210 Rule name: St1 DBP
Violation measur: Not Reported Unit of measure: Not Reported
State mcl: Not Reported Cmp bdt: 10/01/2009

Cmp edt: 12/31/2009

Violation id:20110000204Orig code:SState:FLViolation Year:2010

Contamination code: 3100 Contamination Name: Coliform (TCR)

Violation code: 25 Violation name: Monitoring, Repeat Major (TCR)

Rule code:110Rule name:TCRViolation measur:Not ReportedUnit of measure:Not ReportedState mcl:Not ReportedCmp bdt:10/01/2010

Cmp edt: 10/31/2010

PWS currently has or had major violation(s) or enforcement:Yes

 Violation ID:
 93V0001
 Violation source ID:
 Not Reported

 PWS telephone:
 Not Reported
 Contaminant:
 COLIFORM (TCR)

Violation type: Max Contaminant Level, Monthly (TCR)

030193 Violation start date: Violation end date: 033193 Violation period (months): 001 Violation awareness date: 030193 Major violator: Not Reported Maximum contaminant level: Not Reported Number of required samples: Not Reported Number of samples taken: Not Reported Analysis method: Not Reported Analysis result: Not Reported

Violation ID: 20100002907 Orig Code: S

Enforcement FY: 2010 Enforcement Action: 06/10/2010 Enforcement Detail: St Compliance achieved Enforcement Category: Resolving

Violation ID: 20100002931 Orig Code: S

Enforcement FY: 2010 Enforcement Action: 06/10/2010 Enforcement Detail: St Compliance achieved Enforcement Category: Resolving

Violation ID: Not Reported Orig Code: S

Enforcement FY: 2004 Enforcement Action: 08/13/2004
Enforcement Detail: St Compliance achieved Enforcement Category: Not Reported

Map ID Direction Distance

EDR ID Number Elevation Database

AO199 NW

FL WELLS 1/2 - 1 Mile

Higher

Database: Super Act Program Well Data Well Name: PRIVATE SALE CARS

Well Status: **ACTIVE** Permit #: Well Type: PVC Limited Use PWS Casing Material: Well Depth (ft): 35 Casing Length (ft): 0 Casing Diameter (in): 2 Sanitary Seal: Yes Large PWS Well: 0 WSRP ID:

WSRP Action: Not Reported Potable Status: **POTABLE**

Resident Type: Not Reported

AP200 FL WELLS FLSO12000048533

ENE 1/2 - 1 Mile Higher

> Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00123-W Application #: 190820-4

Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP Land Use: **Public Water Supply** Acres Served: 26500

Facility ID: 31146 Facility Type: WELL Facility Name: 19 - PROSPECT Pump Type: #N/A Well Diameter (in): Pump Diameter (in): 0 12 Pump Capacity: 0 Intake Depth (ft): 0

Intake Elevation (ft): 0 Well Depth (ft): 76 61 Standby Casing Depth (ft): well Use:

Facility Status: **Public Water Supply** Existing Facility Type:

Source: Biscayne Aquifer Permitted:

AQ201

South 1/2 - 1 Mile Higher

> USGS-FL Organization ID: Organization Name: USGS Florida Water Science Center

Monitor Location: G -2101 Type: Well Description: Not Reported HUC: 03090202 Drainage Area: Not Reported Drainage Area Units: Not Reported Not Reported Contrib Drainage Area: Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: Not Reported

Well Depth: 69 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 5 Level reading date: 1978-05-05 Feet below surface: Not Reported Feet to sea level: 1.14

Note: Not Reported

Level reading date: 1977-10-06 Feet below surface: Not Reported Feet to sea level: 2.78 Note: Not Reported

Level reading date: 1976-10-13 Feet below surface: Not Reported

> TC7016287.2s Page A-106 CAM 23-0159 Exhibit 4 Page 494 of 869

FED USGS

FLSA12000011249

USGS40000235535

Feet to sea level: 1.72 Note: Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: -0.00 Note: Not Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported

Feet to sea level: 2.56 Note: Not Reported

AN202 South FL WELLS FLSO12000007845 1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03305-W Application #: 010711-12

Permit Type: GP

Project Name: SR 870 FROM TURNPIKE ENTRANCE TO E OF NW 31ST AVENUE

Land Use:LandscapeAcres Served:.91Facility ID:110569Facility Type:PUMPFacility Name:Pump 2Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): 0 Pump Capacity: 215 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: Off-site Canal(s) Permitted: Yes

AR203 WNW FED USGS USGS40000235628

1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2006 Type: Well Description: HUC: 03090202 Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area Unts: Not Reported Contrib Drainage Area: Not Reported Aquifer: Not Reported Formation Type: Not Reported Construction Date: Aquifer Type: Not Reported Not Reported Well Depth: Well Depth Units: Not Reported Not Reported Well Hole Depth: Well Hole Depth Units: Not Reported Not Reported

Ground water levels, Number of Measurements: 3 Level reading date: 1976-10-14 Feet below surface: Not Reported Feet to sea level: 0.70

Note: Not Reported

Note. Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: 0.07 Note: Not Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported Feet to sea level: 0.60 Note: Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

AP204 ENE 1/2 - 1 Mile

FED USGS USGS40000235614

FLSO12000012814

FL WELLS

1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

S -2021 Monitor Location: Type: Well HUC: 03090202 Description: Not Reported Drainage Area: Not Reported Drainage Area Units: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: 19590101 Well Depth: Well Depth Units: 76 ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

AS205 ESE 1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04531-W Application #: 051128-16

Permit Type: GP Project Name: PROSPECT VILLAS

Land Use:LandscapeAcres Served:2.5Facility ID:189059Facility Type:PUMPFacility Name:PUMP 1Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): 6 Pump Capacity: 180 Intake Depth (ft): 0 Intake Elevation (ft): -2 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: On-site Lake(s) / Pond(s) Permitted: Yes

AT206
NE
1/2 - 1 Mile
Higher
FL WELLS
FLSO12000013761

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04798-W Application #: 060807-14
Permit Type: GP Project Name: FORT LAU

Permit Type: Project Name: FORT LAUDERDALE CHRISTIAN SCHOOL Land Use: Landscape Acres Served: 194543 Facility ID: Facility Type: **PUMP** Facility Name: 2 Pump Type: Suction 3 Well Diameter (in): Pump Diameter (in): 0 100 Intake Depth (ft): 0 Pump Capacity: Intake Elevation (ft): 0 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Facility Type: Irrigation

Source: Broward County WCD Canal System

Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

AT207
NE
FL WELLS
FLSO12000013762
1/2 - 1 Mile
Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04798-W Application #: 060807-14

GΡ Permit Type: Project Name: FORT LAUDERDALE CHRISTIAN SCHOOL Acres Served: Land Use: Landscape Facility ID: 194544 Facility Type: **PUMP** Facility Name: 3 Pump Type: Suction Well Diameter (in): Pump Diameter (in): 3 0 Pump Capacity: 100 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 0

Casing Depth (ft):0well Use:PrimaryFacility Status:ExistingFacility Type:Irrigation

Source: Broward County WCD Canal System

Permitted: Yes

208
WNW
FL WELLS FLSO12000007245
1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03168-W Application #: 010209-7

Permit Type: GP Project Name: POMPANO PARK

Acres Served: Land Use: Landscape 3.5 Facility ID: 104760 Facility Type: WELL Facility Name: Well No. 1 Pump Type: Submersible Pump Diameter (in): 0 Well Diameter (in): 6

Pump Capacity: 350 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 80 Casing Depth (ft): well Use: Primary 0 Facility Status: Facility Type: Existing Irrigation Source: Surficial Aquifer System Permitted: Yes

AU209 SE FL WELLS FLSO12000011387

SE 1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04138-W Application #: 040625-10

Permit Type:GPProject Name:DELEGAL PLAT WAREHOUSE DEVELOPMLand Use:LandscapeAcres Served:2.66Facility ID:154356Facility Type:PUMP

Facility Name:Pump 1Pump Type:CentrifugalPump Diameter (in):6Well Diameter (in):0Pump Capacity:135Intake Depth (ft):0Intake Elevation (ft):2.5Well Depth (ft):0

Casing Depth (ft):0well Use:ProductionFacility Status:ProposedFacility Type:IrrigationSource:On-site Lake(s)Permitted:Yes

Map ID Direction Distance

Elevation Database EDR ID Number

AU210 SE FL WELLS FLSO12000011390 1/2 - 1 Mile

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04142-W Application #: 040625-17

Permit Type: GP Project Name: ROOKERY PARK ESTATES

Land Use:LandscapeAcres Served:4.54Facility ID:155883Facility Type:PUMPFacility Name:Pump 1Pump Type:Centrifugal

Pump Diameter (in): 6 Well Diameter (in): 0 Pump Capacity: 120 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Proposed Facility Type: Irrigation On-site Lake(s) Permitted: Source: Yes

AR211 WNW FL WELLS FLSO12000011788

WNW 1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04262-W Application #: 041124-5

Permit Type: GP Project Name: SAN REMO TOWNHOMES

Land Use:LandscapeAcres Served:4.52Facility ID:164115Facility Type:WELLFacility Name:Well 1Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): n 6 Pump Capacity: 150 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 40 Casing Depth (ft): well Use: Primary 40 Irrigation Facility Status: Proposed Facility Type: Source: Surficial Aquifer System Permitted: Yes

212 SSE FED USGS USGS40000235537 1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: Well G -2102 Type: HUC: Description: Not Reported 03090202 Drainage Area Units: Not Reported Drainage Area: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: Not Reported

Well Depth: 42 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Map ID Direction Distance

Higher

Elevation Database EDR ID Number

213 NW 1/2 - 1 Mile

FL WELLS FLSO12000009768

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03791-W Application #: 030321-8

Permit Type: GP Project Name: SANCTUARY COVE Land Use: Landscape Acres Served: 6.32

Facility ID: 131519 Facility Type: PUMP
Facility Name: Pump 1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 0 Pump Capacity: 200 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 3 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Facility Type: Irrigation Proposed Source: On-site Lake(s) Permitted: Yes

AV214 NNE 1/2 - 1 Mile Higher

FL WELLS FLSO12000013081

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04614-W Application #: 060316-19

Permit Type: GP Project Name: PALM AIRE VILLAGE CONDOMINIUM 1

Land Use: Landscape Acres Served: Facility ID: 191656 Facility Type: WELL WELL 1 Facility Name: Pump Type: #N/A Pump Diameter (in): Well Diameter (in): 0 0 Pump Capacity: 0 Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 0

Casing Depth (ft): 0 well Use: To be Plugged and Abandoned

Facility Status: Existing Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

AQ215 South 1/2 - 1 Mile Higher

FL WELLS FLSO12000021352

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-06260-W Application #: 110204-10

Permit Type: GP

Project Name: FLORIDA DEPARTMENT OF TRANSPORTATION PUMP STATION

Land Use:LandscapeAcres Served:4.07Facility ID:259158Facility Type:PUMPFacility Name:pump 1Pump Type:Centrifugal

Well Diameter (in): Pump Diameter (in): 3 0 Intake Depth (ft): Pump Capacity: 90 0 Intake Elevation (ft): -2 Well Depth (ft): 0 well Use: Casing Depth (ft): 0 Primary Facility Status: Proposed Facility Type: Irrigation Source: **Unnamed Canal** Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

AV216
NNE
1/2 - 1 Mile
Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04614-W Application #: 060316-19

Permit Type: GP Project Name: PALM AIRE VILLAGE CONDOMINIUM 1

Land Use:LandscapeAcres Served:1Facility ID:191657Facility Type:WELLFacility Name:WELL 2Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): 6 0 160 Pump Capacity: Intake Depth (ft): 30 Intake Elevation (ft): Well Depth (ft): 90 0 Casing Depth (ft): 80 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Biscayne Aquifer Permitted: Source: Yes

AS217
ESE FL WELLS FLSO12000010409
1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03931-W Application #: 030922-5

Permit Type: GP Project Name: PROSPECT RD LANDSCAPING

Land Use:LandscapeAcres Served:3.5Facility ID:139837Facility Type:PUMPFacility Name:Pump 1Pump Type:Centrifugal

Pump Diameter (in): Well Diameter (in): 3 0 Pump Capacity: 75 Intake Depth (ft): 0 Well Depth (ft): Intake Elevation (ft): 3.5 0 Casing Depth (ft): well Use: 0 Primary Facility Status: Proposed Facility Type: Irrigation Source: Off-site Lake(s) Permitted: Yes

AW218
WNW
FL WELLS
FLSO12000013958
1/2 - 1 Mile
Higher

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 06-04861-W Application #: 060928-37

Permit Type: GP Project Name: FIRE STATION NO. 34

Land Use: Landscape Acres Served: .47
Facility ID: 195183 Facility Type: PUMP
Facility Name: Pump 1 Pump Type: Centrifugal

Pump Diameter (in): Well Diameter (in): 4 0 Pump Capacity: 75 Intake Depth (ft): 0 -2 Well Depth (ft): Intake Elevation (ft): 0 Primary Casing Depth (ft): 0 well Use: Facility Status: Proposed Facility Type: Irrigation Source: On-site Lake(s) Permitted: Yes

Map ID Direction Distance

Elevation Database EDR ID Number

SSW 1/2 - 1 Mile

AX219

Higher

FL WELLS FLSO12000007969

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03315-W Application #: 010815-5

Permit Type: GP Project Name: SUNTRUST BANK - BROWARD Land Use: Acres Served: 7.5

Facility ID: 110820 Facility Type: WELL
Facility Name: W-9 Pump Type: Centrifugal

Pump Diameter (in): 0 Well Diameter (in): 2 Pump Capacity: 20 Intake Depth (ft): 0 Intake Elevation (ft): Well Depth (ft): 0 60 Casing Depth (ft): 50 well Use: Primary Facility Status: Existing Facility Type: Irrigation Biscayne Aquifer Permitted: Source: Yes

AX220 SSW FL WELLS FLSO12000012198 1/2 - 1 Mile

Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04378-W Application #: 050425-19
Permit Type: GP Project Name: PROGRESSIVE-TAMARAC

 Permit Type:
 GP
 Project Name:
 PROGRESSIVE-TAM/

 Land Use:
 Landscape
 Acres Served:
 .8

Facility ID: 172496 Facility Type: WELL
Facility Name: Well 1 Pump Type: Centrifugal

Pump Diameter (in): Well Diameter (in): n 2 Pump Capacity: 60 Intake Depth (ft): 12 Intake Elevation (ft): 0 Well Depth (ft): 30 Casing Depth (ft): well Use: Primary 30 Facility Type: Irrigation Facility Status: Proposed Source: Biscayne Aquifer Permitted: Yes

AX221
SSW FED USGS USGS40000235533
1/2 - 1 Mile
Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2370 Type: Well Description: Not Reported HUC: 03090202 Drainage Area Units: Not Reported Drainage Area: Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported

Aquifer: Biscayne aquifer Formation Type: Biscayne Limestone Aquifer

Aquifer Type: Unconfined single aquifer Construction Date: Not Reported

Well Depth: 101.2 Well Depth Units: ft

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 29 Level reading date: 1998-04-29 Feet below surface: Not Reported Feet to sea level: -2.80

Note: Not Reported

Lavel and Provide to	4007.40.07	Fact halam autors	Not Demontral
Level reading date:	1997-10-27	Feet below surface:	Not Reported
Feet to sea level:	-1.09	Note:	Not Reported
Level reading date:	1997-05-05	Feet below surface:	Not Reported
Feet to sea level:	-1.68	Note:	Not Reported
Level reading date:	1996-10-30	Feet below surface:	Not Reported
Feet to sea level:	-0.05	Note:	Not Reported
Level reading date:	1996-04-23	Feet below surface:	Not Reported
Feet to sea level:	-3.02	Note:	Not Reported
Level reading date:	1995-10-24	Feet below surface:	Not Reported
Feet to sea level:	2.27	Note:	Not Reported
Level reading date:	1995-04-26	Feet below surface:	Not Reported
Feet to sea level:	-3.66	Note:	Not Reported
Level reading date:	1994-10-12	Feet below surface:	Not Reported
Feet to sea level:	0.46	Note:	Not Reported
Level reading date:	1994-05-03	Feet below surface:	Not Reported
Feet to sea level:	-0.54	Note:	Not Reported
Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	1.69	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-2.00	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-1.06	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	0.90	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-0.98	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	0.88	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-1.02	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-1.80	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-2.16	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-1.22	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-2.74	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	0.77	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-0.66	Note:	Not Reported

Level reading date: 1986-10-09 Feet below surface: Not Reported Feet to sea level: -0.50Note: Not Reported Level reading date: 1986-05-07 Feet below surface: Not Reported Feet to sea level: Not Reported -0.12 Note: Level reading date: 1985-10-22 Feet below surface: Not Reported Feet to sea level: 2.00 Note: Not Reported 1985-05-16 Level reading date: Feet below surface: Not Reported Feet to sea level: -0.06 Note: Not Reported Level reading date: 1984-10-18 Feet below surface: Not Reported Feet to sea level: Not Reported 1.17 Note: Level reading date: 1984-05-22 Feet below surface: Not Reported Feet to sea level: 0.27 Note: Not Reported Level reading date: 1983-10-17 Feet below surface: Not Reported Not Reported Feet to sea level: 1.84 Note:

AX222 SSW FED USGS USGS40000235534 1/2 - 1 Mile

29

Organization ID: USGS-FL O
Monitor Location: G -2370A Ty
Description: Not Reported H
Drainage Area: Not Reported D
Contrib Drainage Area: Not Reported C

Aquifer: Biscayne aquifer
Aquifer Type: Unconfined single aquifer

Aquifer Type: Unconfined : Well Depth: 48.6
Well Hole Depth: 48.6

Higher

Ground water levels, Number of Measurements:
Feet below surface:
Not Reported
Note:
Not Reported

Level reading date: 1997-05-05 Feet to sea level: -1.40

Level reading date: 1996-10-30 Feet to sea level: 0.20

Level reading date: 1996-04-23 Feet to sea level: -2.68

Level reading date: 1995-10-24 Feet to sea level: 0.61

Level reading date: 1995-04-26 Feet to sea level: -2.31

Level reading date: 1994-10-12 Feet to sea level: 0.91

Level reading date: 1994-05-03 Feet to sea level: -0.03 Organization Name: USGS Florida Water Science Center

1997-10-27

-0.60

Type: Well
HUC: 03090202
Drainage Area Units: Not Reported
Contrib Drainage Area Unts: Not Reported

Formation Type: Biscayne Limestone Aquifer

Construction Date: 19830401
Well Depth Units: ft
Well Hole Depth Units: ft

Level reading date: Feet to sea level:

Feet below surface: Not Reported Note: Not Reported

Level reading date:	1993-11-02	Feet below surface:	Not Reported
Feet to sea level:	2.26	Note:	Not Reported
Level reading date:	1993-05-06	Feet below surface:	Not Reported
Feet to sea level:	-1.56	Note:	Not Reported
Level reading date:	1992-10-27	Feet below surface:	Not Reported
Feet to sea level:	-0.58	Note:	Not Reported
Level reading date:	1991-10-22	Feet below surface:	Not Reported
Feet to sea level:	1.60	Note:	Not Reported
Level reading date:	1991-04-21	Feet below surface:	Not Reported
Feet to sea level:	-1.00	Note:	Not Reported
Level reading date:	1991-04-17	Feet below surface:	Not Reported
Feet to sea level:	-0.46	Note:	Not Reported
Level reading date:	1990-10-16	Feet below surface:	Not Reported
Feet to sea level:	1.36	Note:	Not Reported
Level reading date:	1990-04-24	Feet below surface:	Not Reported
Feet to sea level:	-0.69	Note:	Not Reported
Level reading date:	1989-10-17	Feet below surface:	Not Reported
Feet to sea level:	-1.29	Note:	Not Reported
Level reading date:	1989-05-03	Feet below surface:	Not Reported
Feet to sea level:	-1.76	Note:	Not Reported
Level reading date:	1988-10-25	Feet below surface:	Not Reported
Feet to sea level:	-0.86	Note:	Not Reported
Level reading date:	1988-04-26	Feet below surface:	Not Reported
Feet to sea level:	-2.38	Note:	Not Reported
Level reading date:	1987-10-21	Feet below surface:	Not Reported
Feet to sea level:	1.20	Note:	Not Reported
Level reading date:	1987-05-12	Feet below surface:	Not Reported
Feet to sea level:	-0.12	Note:	Not Reported
Level reading date:	1986-10-09	Feet below surface:	Not Reported
Feet to sea level:	-0.10	Note:	Not Reported
Level reading date:	1986-05-07	Feet below surface:	Not Reported
Feet to sea level:	0.23	Note:	Not Reported
Level reading date:	1985-10-22	Feet below surface:	Not Reported
Feet to sea level:	2.50	Note:	Not Reported
Level reading date:	1985-05-16	Feet below surface:	Not Reported
Feet to sea level:	-0.76	Note:	Not Reported
Level reading date:	1984-10-18	Feet below surface:	Not Reported
Feet to sea level:	1.42	Note:	Not Reported
Level reading date:	1984-05-22	Feet below surface:	Not Reported
Feet to sea level:	0.57	Note:	Not Reported
Level reading date:	1983-10-17	Feet below surface:	Not Reported
Feet to sea level:	2.07	Note:	Not Reported

Map ID Direction Distance

Elevation Database EDR ID Number

AX223 SSW 1/2 - 1 Mile

FL WELLS FLDGW700005953

Higher

Database: DEP GWIS - Generalized Water Information System Well Data (FDEP)

 Station ID:
 2805
 Station Name:
 G-2370

Station Alias: Not Reported Waterbody: BISCAYNE AQUIFER

Water Source: UNCONFINED AQUIFER

Well Type: GROUND WATER QUALITY MONITORING WELL

Well Status: NON-FLOWING, ACTIVELY PUMPED

Drill Date:01-APR-85Total Depth (ft):101Casing Depth (ft):101Depth Screen Begins (ft):98Depth Screen Ends (ft):101Casing Diameter (in):1.5

Casing Material: PVC, BOND UNKNOWN

AX224 SSW FL WELLS FLDGW700005954

1/2 - 1 Mile Higher

Database: DEP GWIS - Generalized Water Information System Well Data (FDEP)

Station ID: 2806 Station Name: G-2370A

Station Alias: Not Reported Waterbody: BISCAYNE AQUIFER

Water Source: UNCONFINED AQUIFER

Well Type: GROUND WATER QUALITY MONITORING WELL

Well Status: NON-FLOWING, ACTIVELY PUMPED

Drill Date:01-APR-83Total Depth (ft):51Casing Depth (ft):48Depth Screen Begins (ft):45Depth Screen Ends (ft):48Casing Diameter (in):1.5

Casing Material: PVC, BOND UNKNOWN

AW225

WNW 1/2 - 1 Mile Higher

Organization ID: USGS-FL Organization Name: USGS Florida Water Science Center

Monitor Location: G -2005 Well Type: Description: Not Reported HUC: 03090202 Drainage Area: Not Reported **Drainage Area Units:** Not Reported Not Reported Contrib Drainage Area: Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Aquifer Type: Not Reported Construction Date: Not Reported Well Depth: Not Reported Well Depth Units: Not Reported Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 10 Level reading date: 1982-06-11 Feet below surface: Not Reported Feet to sea level: 1.04

Note: Not Reported

Level reading date: 1981-10-08 Feet below surface: Not Reported Feet to sea level: Note: Note Reported

Level reading date: 1979-10-02 Feet below surface: Not Reported

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FED USGS

USGS40000235624

2.61 Feet to sea level: Note: Not Reported Level reading date: 1978-10-16 Feet below surface: Not Reported Feet to sea level: 1.99 Note: Not Reported Level reading date: 1978-05-04 Feet below surface: Not Reported Feet to sea level: 1.72 Note: Not Reported 1977-10-06 Level reading date: Feet below surface: Not Reported Feet to sea level: Not Reported 3.75 Note: Level reading date: 1977-05-03 Feet below surface: Not Reported Feet to sea level: -0.38 Note: Not Reported Level reading date: 1976-10-14 Feet below surface: Not Reported Feet to sea level: 3.44 Note: Not Reported Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: Not Reported 2.57 Note: Level reading date: 1975-10-15 Feet below surface: Not Reported Feet to sea level: 2.58 Note: Not Reported

226
NE
TL WELLS
FLSO12000035523
1/2 - 1 Mile

Database: Water Supply Permitted Facility Database (South District)

Higher

Higher

SFWD Permit #: 06-07064-W Application #: 150205-10
Permit Type: GP Project Name: PALMAIRE VILLAGE PARK

Land Use:

Landscape
Acres Served:

Facility ID:

Facility Name:

Well-1

Pump Type:

Well Diameter (in):

Pump Consoitit:

1

Well Diameter (in):

1

Landscape
Acres Served:

Well Type:

Well Diameter (in):

Landscape

Well Diameter (in):

Landscape

1

Well Diameter (in):

Landscape

Acres Served:

Well Type:

Well Diameter (in):

Landscape

1

Landscape

Acres Served:

Well Type:

Well Diameter (in):

Landscape

1

Landscape

Acres Served:

Landscape

Well Type:

Landscape

Landscape

Acres Served:

Well Type:

Well Diameter (in):

Landscape

Pump Capacity: Intake Depth (ft): 100 11 Intake Elevation (ft): Well Depth (ft): n 120 Casing Depth (ft): 100 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

227 SW FL WELLS FLSO12000007818 1/2 - 1 Mile

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-03292-W Application #: 010627-4

Permit Type: GP Project Name: SUNSHINE PLAZA TAMARAC Land Use: Acres Served: 2

Facility Name:

Land Ose:

Land Cape

Acres Served:

Facility Type:

WELL

Pump Type:

Centrifugal

Well Diameter (in): Pump Diameter (in): 0 Pump Capacity: 90 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 75 Casing Depth (ft): 80 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Biscayne Aquifer Permitted: Source: Yes

Map ID Direction Distance

Elevation Database EDR ID Number 228 **FL WELLS** FLSO12000011816 North 1/2 - 1 Mile

Higher

Water Supply Permitted Facility Database (South District) Database:

041207-9 SFWD Permit #: 06-04277-W Application #:

GΡ Permit Type:

Project Name: THE GARDENS NORTH MASTER ASSOCIATION INC

Land Use: Acres Served: 1 Facility ID: 165024 Facility Type: WELL Facility Name: Well 1 Pump Type: Centrifugal

Pump Diameter (in): 0 Well Diameter (in): 2 35 Intake Depth (ft): 15 Pump Capacity: Well Depth (ft): Intake Elevation (ft): 0 70 Casing Depth (ft): well Use: Primary 60

Facility Status: Facility Type: Swimming Pool Heating / Withdrawal Proposed

Source: Surficial Aquifer System Permitted:

AY229 NNW 1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District) SFWD Permit #: 06-00106-W Application #: 200420-8

Permit Type: IND Project Name: OUR LADY QUEEN OF HEAVEN CEMETER Acres Served: Land Use: Landscape 40

PUMP Facility ID: 255881 Facility Type: Facility Name: Pump Type: Centrifugal Pump 2

Pump Diameter (in): 3 Well Diameter (in): Pump Capacity: 500 Intake Depth (ft): 0 Intake Elevation (ft): 3 Well Depth (ft): 0 Casing Depth (ft): well Use: Primary 0 Facility Status: Facility Type: Existing Irrigation Permitted: Source: On-site Lake(s) Yes

1/2 - 1 Mile Higher

FL WELLS FLSO12000019360

Water Supply Permitted Facility Database (South District) Database:

SFWD Permit #: 06-05784-W Application #: 090427-17 Project Name: GP WALGREENS STORE #10984

Permit Type: Land Use: Acres Served: Landscape .35 Facility ID: 229330 Facility Type: WELL

Facility Name: well Pump Type: Centrifugal Well Diameter (in): Pump Diameter (in): 0 2 Intake Depth (ft): Pump Capacity: 20 0 Intake Elevation (ft): Well Depth (ft): 100 0 well Use: Casing Depth (ft): 80 Primary Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

FL WELLS

FLSO12000040986

Map ID Direction Distance

EDR ID Number Elevation Database

AZ231 WNW 1/2 - 1 Mile Higher

Aquifer:

Aquifer Type:

FED USGS USGS40000235645

362

FLSO12000040985

USGS40000235641

AQUIFLOW

FL WELLS

FED USGS

USGS Florida Water Science Center

Organization ID: **USGS-FL** Monitor Location: S -2228 Description: Not Reported Drainage Area: Not Reported Contrib Drainage Area: Not Reported

Type: Well HUC: 03090202 Drainage Area Units: Not Reported Contrib Drainage Area Unts: Not Reported Formation Type: Not Reported Construction Date: 19740425 Well Depth Units: ft

Organization Name:

Well Depth: 112

Not Reported

Not Reported

Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Site ID: 8502707 232 SW

Groundwater Flow: ΝE 1/2 - 1 Mile Water Table Depth: 6.7-10.0 ft. Higher Date: 2/92

AY233 NNW 1/2 - 1 Mile Higher

Database:

Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-00106-W Application #: 200420-8

Project Name: OUR LADY QUEEN OF HEAVEN CEMETER Permit Type: IND Land Use: Acres Served: Landscape 40 Facility ID: 255880 Facility Type: **PUMP** Facility Name: Pump 1 Pump Type: Centrifugal

Well Diameter (in): Pump Diameter (in): 3 0 Pump Capacity: 500 Intake Depth (ft): 0 Intake Elevation (ft): 3 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Existing Facility Type: Irrigation On-site Lake(s) Permitted: Source: Yes

A7234 WNW 1/2 - 1 Mile Higher

Organization ID: **USGS-FL** Organization Name: USGS Florida Water Science Center

Monitor Location: G -2004 Type: Well Description: Not Reported HUC: 03090202 Drainage Area Units: Drainage Area: Not Reported Not Reported Contrib Drainage Area: Not Reported Contrib Drainage Area Unts: Not Reported Aquifer: Not Reported Formation Type: Not Reported Not Reported Aquifer Type: Construction Date: Not Reported Well Depth: Not Reported Well Depth Units: Not Reported Well Hole Depth: Not Reported Well Hole Depth Units: Not Reported

Ground water levels, Number of Measurements: 3 Level reading date: 1976-10-14

Feet below surface: Not Reported Feet to sea level: 3.59

Note: Not Reported

Level reading date: 1976-05-06 Feet below surface: Not Reported Feet to sea level: 2.77 Note: Note Reported

Level reading date: 1975-10-15 Feet below surface: Not Reported Feet to sea level: 2.87 Note: Note Reported

SSW FL WELLS FLSO12000036992

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)
SFWD Permit #: 06-07175-W Application #: 150807-15

Permit Type: GP Project Name: THE ATLANTIC - COMMERCIAL BOULEVAL

Land Use:

Land Scape

Facility ID:

Landscape

Acres Served:

Facility Type:

Pump 1

Pump Type:

Centrifugal

Pump Diameter (in): 3 Well Diameter (in): 0 Pump Capacity: 150 Intake Depth (ft): 0 Intake Elevation (ft): 0 Well Depth (ft): 0 Casing Depth (ft): 0 well Use: Primary Facility Status: Proposed Facility Type: Irrigation Source: On-site Lake(s) Permitted: Yes

WSW FL WELLS FLSO12000011455

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: 06-04153-W Application #: 040712-9

Permit Type: GP Project Name: PALM ISLAND CLUB APARTMENTS

Land Use: Landscape Acres Served: 1

Facility ID: 155107 Facility Type: WELL
Facility Name: Well 1 Pump Type: Centrifugal

Pump Diameter (in): Well Diameter (in): 0 3 85 Intake Depth (ft): Pump Capacity: 0 Well Depth (ft): Intake Elevation (ft): 0 100 Casing Depth (ft): 60 well Use: Production Facility Status: Proposed Facility Type: Irrigation Source: Biscayne Aquifer Permitted: Yes

237
ENE FL WELLS FLSO12000048504

1/2 - 1 Mile Higher

Database: Water Supply Permitted Facility Database (South District)

SFWD Permit #: Application #: 190820

SFWD Permit #: 06-00123-W Application #: 190820-4
Permit Type: IND Project Name: FORT LAUDERDALE PUBLIC WATER SUP

Permit Type:INDProject Name:FORT LALand Use:Public Water SupplyAcres Served:26500Facility ID:31062Facility Type:WELLFacility Name:24 - PROSPECTPump Type:#N/A

Facility Name: 24 - PROSPECT Pump Type: #N/
Pump Diameter (in): 0 Well Diameter (in): 12

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Pump Capacity:0Intake Depth (ft):0Intake Elevation (ft):0Well Depth (ft):80Casing Depth (ft):68well Use:Standby

Facility Status: Existing Facility Type: Public Water Supply

Source: Biscayne Aquifer Permitted: Yes

1G NE 1/4 - 1/2 Mile Site ID: 8502343 **AQUIFLOW** 886 Groundwater Flow: SW Water Table Depth: 20 avg Lower Date: 5/2/94 2G ESE Site ID: 8501421 **AQUIFLOW** 641 Groundwater Flow: W 1/4 - 1/2 Mile Water Table Depth: 14-15 ft. Lower Date: 11/11/88 8735329 Site ID:

 3G
 Site ID:
 8735329

 SSW
 Groundwater Flow:
 NW
 AQUIFLOW
 838

 1/2 - 1 Mile
 Water Table Depth:
 4 45-12 19

Date: 1/5/87

 4G
 Site ID:
 8502707

 SW
 Groundwater Flow:
 NE

 1/2 - 1 Mile
 Water Table Depth:
 6.7-10.0 ft

Water Table Depth: 6.7-10.0 ft.
Date: 2/92

AREA RADON INFORMATION

State Database: FL Radon

Radon Test Results

Zip	Total Buildings	% of sites>4pCi/L	Data Source
_			
33309	29	3.4	Certified Residential Database
33309	32	3.1	Mandatory Non-Residential Database
33309	1	0.0	Mandatory Residential Database

Federal EPA Radon Zone for BROWARD County: 3

Note: Zone 1 indoor average level > 4 pCi/L.

: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.

: Zone 3 indoor average level < 2 pCi/L.

Federal Area Radon Information for BROWARD COUNTY, FL

Number of sites tested: 180

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area	0.730 pCi/L	98%	2%	0%
Basement	Not Reported	Not Reported	Not Reported	Not Reported

PHYSICAL SETTING SOURCE RECORDS SEARCHED

TOPOGRAPHIC INFORMATION

USGS 7.5' Digital Elevation Model (DEM)

Source: United States Geologic Survey

EDR acquired the USGS 7.5' Digital Elevation Model in 2002 and updated it in 2006. The 7.5 minute DEM corresponds to the USGS 1:24,000- and 1:25,000-scale topographic quadrangle maps. The DEM provides elevation data with consistent elevation units and projection.

Current USGS 7.5 Minute Topographic Map Source: U.S. Geological Survey

HYDROLOGIC INFORMATION

Flood Zone Data: This data was obtained from the Federal Emergency Management Agency (FEMA). It depicts 100-year and 500-year flood zones as defined by FEMA. It includes the National Flood Hazard Layer (NFHL) which incorporates Flood Insurance Rate Map (FIRM) data and Q3 data from FEMA in areas not covered by NFHL.

Source: FEMA

Telephone: 877-336-2627

Date of Government Version: 2003, 2015

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in 2002, 2005 and 2010 from the U.S. Fish and Wildlife Service.

State Wetlands Data: Wetlands Inventory

Source: Department of Environmental Protection

Telephone: 850-245-8238

HYDROGEOLOGIC INFORMATION

AQUIFLOW^R Information System

Source: EDR proprietary database of groundwater flow information

EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points. EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

GEOLOGIC INFORMATION

Geologic Age and Rock Stratigraphic Unit

Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map, USGS Digital Data Series DDS - 11 (1994).

STATSGO: State Soil Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

The U.S. Department of Agriculture's (USDA) Natural Resources Conservation Service (NRCS) leads the national Conservation Soil Survey (NCSS) and is responsible for collecting, storing, maintaining and distributing soil survey information for privately owned lands in the United States. A soil map in a soil survey is a representation of soil patterns in a landscape. Soil maps for STATSGO are compiled by generalizing more detailed (SSURGO) soil survey maps.

SSURGO: Soil Survey Geographic Database

Source: Department of Agriculture, Natural Resources Conservation Service (NRCS)

Telephone: 800-672-5559

SSURGO is the most detailed level of mapping done by the Natural Resources Conservation Service, mapping scales generally range from 1:12,000 to 1:63,360. Field mapping methods using national standards are used to construct the soil maps in the Soil Survey Geographic (SSURGO) database. SSURGO digitizing duplicates the original soil survey maps. This level of mapping is designed for use by landowners, townships and county natural resource planning and management.

PHYSICAL SETTING SOURCE RECORDS SEARCHED

LOCAL / REGIONAL WATER AGENCY RECORDS

FEDERAL WATER WELLS

PWS: Public Water Systems

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually. PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data

Source: EPA/Office of Drinking Water

Telephone: 202-564-3750

Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SDWIS) after

August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

USGS Water Wells: USGS National Water Inventory System (NWIS)

This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on wells, springs, and other sources of groundwater.

OTHER STATE DATABASE INFORMATION

Public Water System (PWS) Wells (Non-Federal)

Department of Environmental Protection

Telephone: 850-245-8629

Statewide coverage of PWS Wells, excluding Federally owned facilities.

Well Construction Permitting Database

Source: Northwest Florida Water Management District

Telephone: 850-539-5999

Consumptive Use Permit Well Database

Source: St. Johns River Water Management District

Telephone: 386-329-4841

DEP GWIS - Generalized Water Information System Well Data

Source: Department of Environmental Protection

Telephone: 850-245-8507

Data collected for the Watershed Monitoring Section of the Department of Environmental Protection.

DOH and DEP Historic Study of Private Wells

Source: Department of Environmental Protection

Telephone: 850-559-0901

Historic database for private supply wells.

Permitted Well Location Database

Source: South Florida Water Management District

Telephone: 561-682-6877

Super Act Program Well Data Source: Department of Health

Telephone: 850-245-4250

This table consists of data relating to all privately and publicly owned potable wells investigated as part of the SUPER Act program. The Florida Department of Health's SUPER Act Program (per Chapter 376.3071(4)(g), Florida Statutes), was given authority to provide field and laboratory services, toxicological risk assessments,

investigations of drinking water contamination complaints and education of the public.

Water Well Location Information

Source: Suwannee River Water Management District

Telephone: 386-796-7211

Water Well Permit Database

Source: Southwest Water Management District

Telephone: 352-796-7211

Oil and Gas Permit Database

Source: Department of Environmental Protection

Telephone: 850-245-3194

Locations of all permitted wells in the state of Florida.

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Florida Sinkholes

PHYSICAL SETTING SOURCE RECORDS SEARCHED

RADON

State Database: FL Radon Source: Department of Health Telephone: 850-245-4288 Zip Code Based Radon Data

Area Radon Information

Source: USGS

Telephone: 703-356-4020

The National Radon Database has been developed by the U.S. Environmental Protection Agency

(USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992. Where necessary data has been supplemented by information collected at private sources such as universities and research institutions.

EPA Radon Zones Source: EPA

Telephone: 703-356-4020

Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor

radon levels.

OTHER

Airport Landing Facilities: Private and public use landing facilities

Source: Federal Aviation Administration, 800-457-6656

Epicenters: World earthquake epicenters, Richter 5 or greater

Source: Department of Commerce, National Oceanic and Atmospheric Administration

Earthquake Fault Lines: The fault lines displayed on EDR's Topographic map are digitized quaternary faultlines, prepared in 1975 by the United State Geological Survey

STREET AND ADDRESS INFORMATION

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Prospect Lake

Hawkins Road & West Prospect Road
Fort Lauderdale, Broward County, Florida
June 7, 2022

Terracon Project No. 34227090



Prepared for:

Kiewit Building Group, Inc. Lenexa, Kansas

Prepared by:

Terracon Consultants, Inc. Ft. Lauderdale, Florida

terracon.com



Environmental Facilities Geotechnical Materials

June 7, 2022



Kiewit Building Group, Inc. 8900 Renner Boulevard Lenexa, Kansas

Attn: Mr. Josh Clausen

P: (913) 928-7562

E: Joshua.clausen@kiewit.com

RE: Listed Species Assessment Report

Prospect Lake

Hawkins Road & West Prospect Road Fort Lauderdale, Broward County, Florida

Terracon Project No. 34227090

Dear Mr. Clausen:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Listed Species Assessment Report for the above-referenced site. The scope of this assessment included a limited listed species assessment and a burrowing owl survey.

This work was performed in general accordance with the scope of services outlined in the Professional Services Agreement dated April 28, 2022 and Supplement to the Agreement for Services dated May 5, 2022. As requested, attached is the listed species assessment report. This report was prepared for the exclusive reliance of Kiewit Building Group, Inc ("client"). Use or reliance by any other party is prohibited without the written authorization of the client and Terracon.

We trust that this information will assist you in your evaluation of the site. If you have questions concerning this report, or if we can assist you in other matters, please contact us.

Sincerely,

Cristina Lingvay

Field Scientist (321) 347-4864

Cristina.lingvay@terracon.com

C.t. I.

Hary & House

Sr. Principal/Sr. Scientific Consultant

(904) 470-2214

Gary.howalt@terracon.com

Terracon Consultants Inc. 1675 Lee Rd Winter Park, FL 32789-2207
P (407) 740 6110 F (407) 740 6112 terracon.com

Environmental - Facilities - Geotechnical - Materials

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APPENDIX-C - RESUMES

Prospect Lake Fort Lauderdale, Florida

June 7, 2022 Terracon Project No. 34227090



1.0 SITE DESCRIPTION AND PURPOSE

The site consists of a ±13.64-acre portion of six larger parent parcels, located on Hawkins Road near West Prospect Road (parent parcels are identified as Broward County Parcel IDs. 494207000100, 494207061620, 494207061630, 494207000110, 494207000180, and 494207000190) in Ft. Lauderdale, Florida (Exhibit 1, Appendix-A). According to Broward County property appraiser's website, the owner of these properties is the City of Ft. Lauderdale. The site primarily consists of open areas, forested uplands, an unpaved access road, several water monitoring stations, and a portion of a stormwater management pond. It is the understanding of Terracon that the main project site is proposed for the development of a water processing facility, while supporting development includes improvements to the existing unpaved access road.

Potential impacts to species which are listed as threatened or endangered would fall under the jurisdiction of the Florida Fish and Wildlife Conservation Commission (FWC) for state listed species, and the United States Fish and Wildlife Service (USFWS) for federally listed species. The following sections provide Terracon's methodologies and findings to conduct a listed species assessment and burrowing owl survey on the site.

2.0 METHODOLOGY

2.1 Limited Listed Species Assessment

The site is preliminarily investigated for the presence of state and federally protected animal and plant species and their habitat. Literature and agency file searches are conducted to identify the potential occurrence of state and federally protected animal species on the site. A review of Geographical Information System databases containing listed species observations and a map review is performed prior to the field assessment. The USFWS Information, Planning, and Conservation (IPAC) and Florida Natural Areas Inventory (FNAI) search engines are also utilized to determine potential occurrences.

USFWS-IPAC identifies potential occurrences and habitat for federally listed threatened and endangered species, proposed listed and candidate species, and designated critical habitat. The FNAI search engine identifies potential occurrences of both federally and state listed species. The results of the USFWS-IPAC and FNAI search results are then compiled to produce Table 1 (see Appendix-C). The search results are supplemented by data from the FWC. The lack of documented sightings in the databases may indicate that the area has not been surveyed or did not previously contain habitat. Additional FWC databases researched for this assessment include

¹Species-specific survey methods were not used as this is a preliminary site inspection.

²The data was obtained from the Florida Fish and Wildlife Conservation Commission and the Florida Natural Areas Inventory.

Prospect Lake • Fort Lauderdale, Florida

June 7, 2022 • Terracon Project No. 34227090



Map Direct, wading bird colonies, the eagle nest locator, and GIS data layers of species occurrences. Database search results are included in Appendix-C.

Terracon then conducts an on-site general wildlife survey to determine the potential for protected species to be utilizing potential habitat on site. The general wildlife survey includes the following:

- Stationary monitoring stations are established to survey for Everglades snail kite, wood stork, Osprey, bald eagle, or any other migratory bird species within potential habitat for these species.
- Suitable roost trees for the Florida bonneted bat are visually inspected for evidence of roosting.
- Tree snags and tree crevices are to be inspected with a pole-mounted cavity camera for nesting birds and roosting bats (height and size limitations apply).
- Reconnaissance-level listed flora and fauna survey is conducted in the project area.
- The site is assessed for the occurrence and relative abundance of species considered endangered, threatened, or listed as a species of special concern by the USFWS (50 CFR 11-12) or the FWC (Chapter 68A-27, FAC). All sightings, sign, call, tracks, scat, nests, cavities, burrow, and probable habitat of wildlife observed is recorded.
- If encountered, observations of listed species are recorded, and their locations marked utilizing a GPS with sub-meter accuracy, and the location is marked on an aerial photograph. A determination is made to determine what additional formal surveys may be required to address species occurrence on the site.
- Habitat maps are provided as necessary.

2.2 Florida Burrowing Owl Survey

FWC's Species Conservation Measures and Permitting Guidelines for the Florida burrowing owl defines "potentially occupied" burrows as those which have obvious indications of use, for example nearby owls, whitewash, feces, pellets, prey remains, or adornments. Potentially occupied burrows also include burrows which have minimal or no indication of recent use, but still have an accessible burrow entrance. Potentially occupied burrows can further be classified as an active burrow, which contains eggs or flightless young, or an inactive burrow, which does not contain eggs or flightless young. Conversely, "abandoned" burrows are those that have been collapsed or blocked due to natural processes to the extent that owls cannot access the burrow.

A project planning burrowing owl survey is conducted within suitable habitat within the development area on site to determine the estimated population and location of the owls/burrows in these areas. Suitable habitat consists of areas with well-drained sandy soils as determined by the United States Department of Agriculture (USDA), with low vegetation less than 5 inches in height and good visibility around the burrow. Areas on site with well-drained soils and low vegetation are selected as survey areas. The survey is conducted for larger-scale projects (greater than 1 acre) in accordance with the FWC Species Conservation Measures and Permitting

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Guidelines for the Florida burrowing owl. All potentially occupied and abandoned owl burrows are located and marked in the field utilizing a Trimble TDC150 handheld GPS unit with sub-meter accuracy. The burrow locations are included on the Wildlife Map (Exhibit 4).

Any direct impacts to potentially occupied burrows, development within 10 feet of a burrow (or 33 feet during nesting season), and significant habitat modification all require an incidental take permit from the FWC. "Significant habitat modification" is defined as a loss of foraging habitat that is greater than 50%.

2.3 Land Cover

To better categorize on site habitats, on site areas were demarcated and classified using the Florida Cooperative Land Cover (CLC) system. Particular attention was allocated to undeveloped and natural areas. The current conditions are discussed in Section 3.0 of this report and reflected on Exhibit 3 (Appendix-A).

3.0 EXISTING SITE CONDITIONS

The site was reviewed by Cristina Lingvay and Brian Brandon on May 25, 2022. Terracon identified the following land uses on the site:

<u>Uplands</u>

Brazilian Pepper (Mapped CLC Code – 7300) – ±6.20 acres

This land use area was observed in the southern portion of the site, and along the edge of the surface water. This area was dominantly forested with Brazilian pepper (*Schinus terebinthifolia*), but also contained Java plum (*Syzygium cumini*), cabbage palm (*Sabal palmetto*), coral bush (*Ardisia crenata*), wild coffee (*Psychotria nervosa*), and strangler fig (*Ficus spp.*). The ground cover and edges of this system contained air potato (*Dioscorea bulbifera*), Guinea grass (*Megathyrsus maxiumus*), ragweed (*Ambrosia artemisiifolia*), tickseed (*Coreopsis spp.*), and St. Augustine grass (*Stenotaphrum secundatum*).

Utilities (Mapped CLC Code – 1860) – ±6.40 acres

This land use type includes the central portion of the site and extends east. It includes the unpaved access road which runs southeast through the main project site and follows the road as it turns south, then west. Water monitoring stations, storage facilities, and various associated equipment and piping materials were identified in the central portion of the site. The land is disturbed in this area, evidenced by spoil piles and the presence of non-native substrate such as gravel. The vegetation is generally maintained by mowers, and includes bahia grass (*Paspalum notatum*), St. Augustine grass, and ragweed.

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Surface Waters

Stormwater Treatment Areas (Mapped CLC Code 3250) - ±1.04 acres

The northeastern portion of the site contains a portion of what appears to be an artificial pond feature, likely used to treat stormwater. The edges of this feature contain Brazilian pepper; however, no littoral zone was observed.

4.0 BURROWING OWL SURVEY

The following section presents the results of Terracon's pre-construction survey conducted on the site.

4.1 Pre-Construction Survey

On May 25, 2022, A project planning burrowing owl survey was conducted within the proposed development area on the site. The survey was conducted in accordance with the FWC's Florida Burrowing Owl *Species Conservation Measure and Permitting Guidelines* and was conducted throughout all suitable habitat within the vicinity of the proposed development area.

No potentially occupied burrows were identified on the site. In the center of the site near the spoil piles (Mapped CLC Code – 1860), 2 burrows were identified. However, one of these burrows was identified to be a green iguana (*Iguana iguana*) burrow, while the other burrow did not show any signs of recent activity such as nearby owls, pellets, feathers/adornments, animal bones, or freshly excavated soils. The burrow was probed with a 4-ft PVC pipe, and it did not extend more than ±6 inches due to the compacted gravel substrate; thus, it was determined that the burrow is not accessible for use by owls. As such, this burrow was marked as "abandoned". Additionally, no burrowing owls were identified on this portion of the site. Therefore, no impacts to burrowing owls are anticipated with site development.

One burrow was identified ±98 feet to the south of the access road, which is off site for the purposes of project planning but is located within the contiguous property owned by the City of Ft. Lauderdale. Terracon identified two adult owls and at least two flightless juvenile owls actively using this burrow. As such, is the burrow was marked as an "active burrow". It has been expressed to Terracon that the access road is proposed to be paved to support the water treatment facilities, which includes widening the road by +10 feet on each side. Because the proposed improvements do not extend into the 33-foot protected buffer of the burrow, no impacts to any active burrows are expected with site development; therefore, additional coordination with FWC should not be required for the Florida burrowing owl. The burrow locations are shown in Appendix-A, Exhibit 4.

4.2 Impact Avoidance

A permit is required from FWC is to cause an *incidental take* of burrowing owls. A *take* that occurs incidental to, and is not the purpose of, carrying out an otherwise lawful activity is an *incidental take*. A *take* can occur by any of the following actions:

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- Causing injury or death to burrowing owls.
- Collapsing a potentially occupied burrow or blocking the entrance of a potentially occupied burrow.
- Disturbances within 10 feet of a potentially occupied burrow (at any time of the year).
- Disturbances within 33 feet of a potentially occupied burrow (during breeding season, February 15 – July 10).
- Intentionally or repeatedly forcing burrowing owls to fly or exhibit signs of stress.
- Capturing, handling, and collecting burrowing owls or eggs.
- Use of a burrow scope.
- Significant habitat modification (> 50% foraging habitat loss in a 1,970-ft radius).

Because none of these actions are proposed due to the site development, no take of burrowing owls is expected to occur and a permit from FWC will not be required.

Though not required, mitigation and impact avoidance measures have been implemented by the City of Ft. Lauderdale, the property owner. Mitigation includes the installation of a T-perch adjacent to the active burrow, which the owls were observed to be using. In order to raise awareness of onsite personnel to the presence of the burrowing owls, wildlife caution signs have been posted at the southern entrance of the site.

To prevent burrowing owls from encroaching on the project site, the vegetation on site should not be moved until just before construction will begin.

4.3 Long-term Management Practices

The City of Ft. Lauderdale may implement long-term site management practices to avoid incidental take of the owls on the property. The following practices are suggested to be implemented wherever burrowing owl burrows may be found:

- Avoid the use of pesticides, rodenticides, fungicides, and/or herbicides immediately around the burrow entrances.
- Grass-cover and vegetation within 10 feet of the burrow should be managed mechanically on a monthly basis to prevent overgrowth, using handheld devices only. No chemical treatment should be used in areas being utilized by owls.
- Signage should be placed at appropriate locations throughout the site both during and after construction to make site personnel aware of the presence of owls.
- Any new burrows that are identified should be marked, and any disturbances should be limited to outside the appropriate buffer zone (10 feet at any time during the year; 33 feet from February 15 July 10).

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5.0 LIMITED LISTED SPECIES ASSESSMENT

5.1 Listed Wildlife

The site was investigated for the presence of additional state and federally protected animal species and their habitat. Our observations for each potential listed species are shown in Table 1 (Appendix-C). Observations of habitat and findings of potential species involvement were derived from the field assessment and should be used for preliminary planning purposes only. During the site reconnaissance, Terracon conducted a general wildlife assessment utilizing the methodologies described in Section 2.1 of this report. It should be noted that this section does not include observations for the Florida Burrowing Owl because it is discussed in Section 4 of this report. Potential habitat for the following listed wildlife species was identified on site:

Florida Bonneted Bat (Eumops floridanus)

This species roosts in forested areas and other areas with tall mature trees or areas with suitable roosting structures. Foraging habitat for this species consists of open areas with freshwater marshes and wetlands, seasonal wetlands, and wetland and upland forests and shrub. The only forested areas on site are dominated by Brazilian pepper, which is not a suitable roosting substrate for this species. No other suitable roost trees or structures were identified on site. Additionally, according to the 2019 USFWS Consultation Key for the Florida bonneted bat, the project site is located outside the consultation area for this species. Therefore, additional consultation with the USFWS should not be required for the Florida bonneted bat.

No other listed threatened or endangered species or suitable habitat for listed species was identified on site during the site reconnaissance.

5.2 Listed Plant Species

No suitable habitat for listed plant species was identified on site. It should be noted that the site reconnaissance may have been conducted outside of the survey season for certain species; however, there are currently no state or federal regulatory protections regarding the removal or destruction of listed plant species unless they are located on federal lands. As such, additional consultation with the agencies regarding listed plant species should not be required.

5.3 Migratory Birds

No migratory birds, nests, or eggs protected under the Bald and Golden Eagle Protection Act (BGEPA), or Endangered Species Act (ESA) was noted on the site during the site reconnaissance. In addition, Terracon referenced the bald eagle nest locator dataset provide through Florida Department of Environmental Protection's (FDEP) Map Direct database, as well as the eagle mapper made available through the National Audubon Society's Eagle Watch Program website. According to these sources, there are no documented bald eagle nests located

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within a mile of the site. Therefore, no impacts to migratory birds are anticipated with site development.

6.0 CONCLUSIONS AND RECOMMENDATIONS

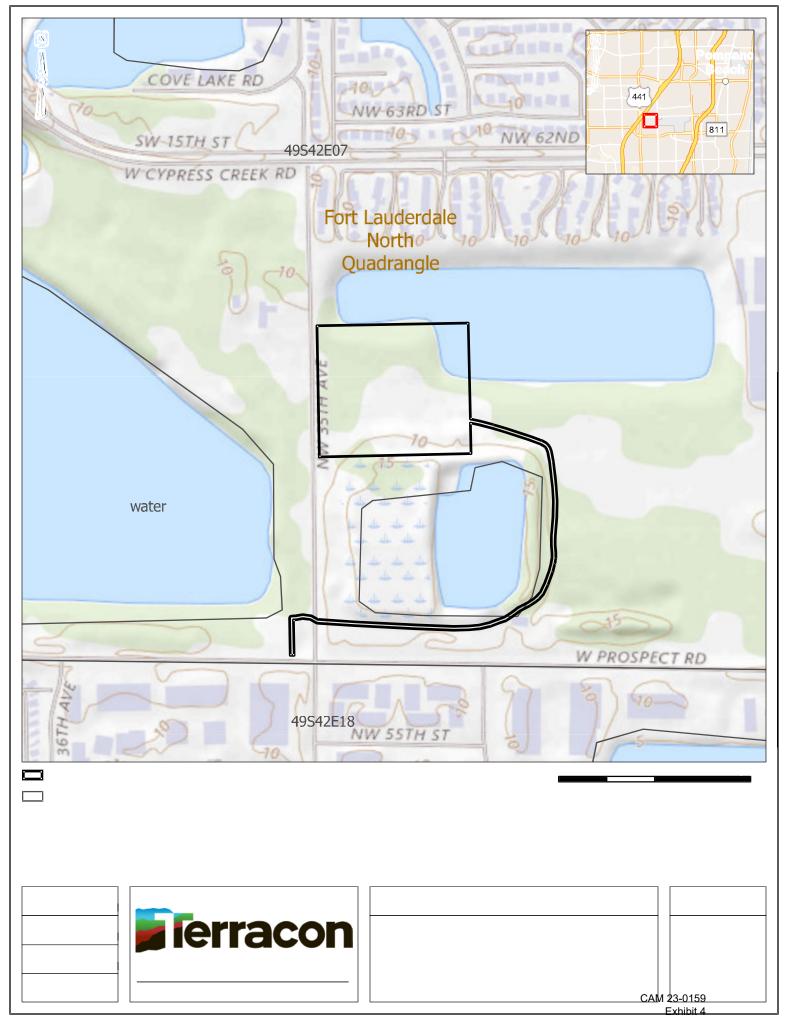
The site was investigated to identify the potential presence and extent of burrowing owls and other listed species on the site. Based on the results of our assessment, Terracon makes the following conclusions and recommendations:

- No burrowing owls or potentially occupied owl burrows were identified on the site.
- Terracon identified one active owl burrow located ±98 feet south of the site (offsite). Two adults and at least two juveniles were observed utilizing this burrow. Because the proposed improvements do not extend into the 33-foot protected buffer of the burrow, no impacts to any active burrows are expected with site development; therefore, no additional coordination with FWC should be required for the Florida burrowing owl.
- To prevent burrowing owls from encroaching on the project site, the vegetation on site should not be mowed until just before construction will begin.
- No impacts to other listed or otherwise protected species are anticipated with site development.

7.0 STANDARD OF CARE

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time period. Terracon makes no warranties, express or implied, regarding the findings, conclusions or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies or other third-party resources supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed to by the client. Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time.

APPENDIX-A – EXHIBITS



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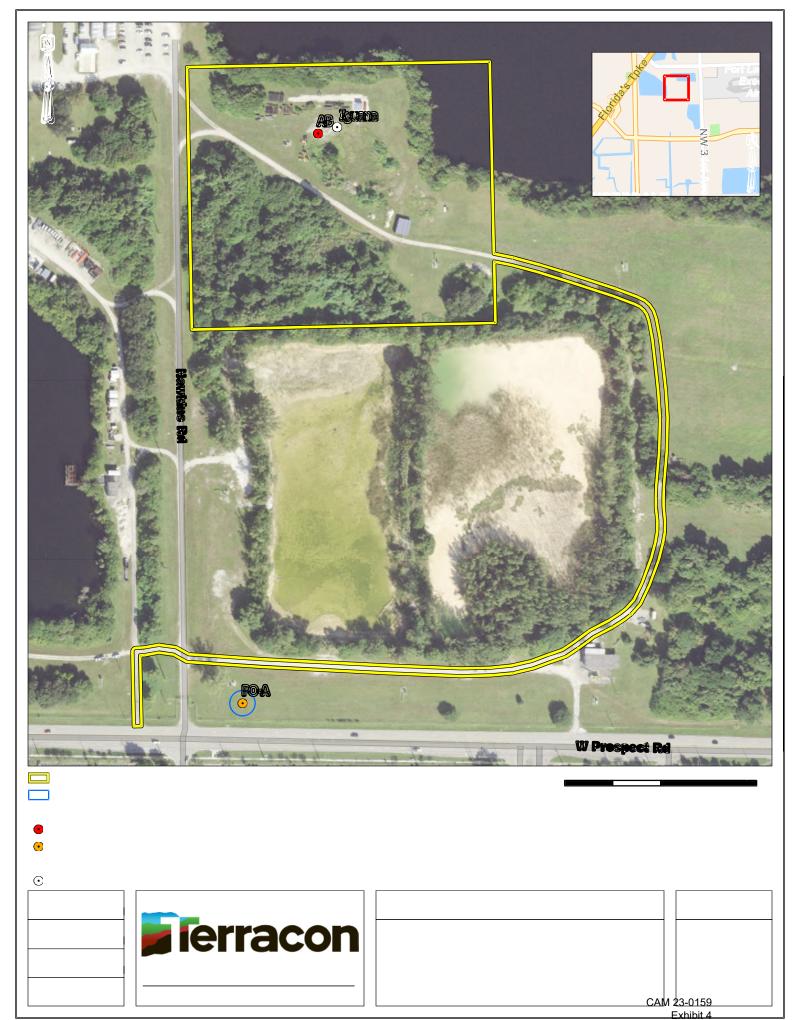




CAM 23-0159 Exhibit 4



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APPENDIX-B – LISTED SPECIES INFORMATION

Table 1. State and federally listed animal species for Broward County, Florida. The list was derived from FNAI and IPaC online search engines. Observations of habitat and findings of potential species involvement were derived from the field survey. This list includes terrestrial species only.

Species	FWS Status	State Status	Habitat Description	Habitat Present	
AMPHIBIANS					
Gopher Frog ¹ (Lithobates capito)			No suitable habitat observed on site		
			REPTILES		
Eastern Indigo Snake (Drymarchon couperi)	Т	FT	Broad range of habitats, from scrub and sandhill to wet prairies and mangrove swamps. In northern part of range, often winters in gopher tortoise burrows in sandy uplands but forages in more hydric habitats. Requires very large tracts to survive.	No suitable habitat observed on site	
Gopher Tortoise (Gopherus polyphemus)	С	ST	Typically found in dry upland habitats, including sandhills, scrub, xeric oak hammock, and dry pine flatwoods; also commonly uses disturbed habitats such as pastures, old fields, and road shoulders.	No suitable habitat observed on site	
American Crocodile (Crocodylus acutus)	Т		Coastal estuarine marshes, tidal swamps, and creeks along edges of mainland and islands. Usually associated with mangroves. Nests on beaches, stream banks, and levees.	No suitable habitat observed on site	
			BIRDS		
Everglade Snail Kite (Rostrhamus sociabilis plumbeus)	E	N	Snail Kite habitat consists of freshwater marshes and the shallow vegetated edges of natural and manmade lakes where apple snails can be found. Snail Kites require foraging areas that are relatively clear and open so that they can visually search for apple snails.	No suitable habitat observed on site	
Florida Burrowing Owl (Athene cunicularia floridana) SSC High, sparsely vegetated, sandy ground. Natural habitats include dry prairie and sandhill. Makes extensive use of ruderal areas such as pastures, airports, ball fields, parks, school grounds, university campuses, road right-of-ways, and vacant spaces in residential areas. Seasonal Occurrence: Predominately non-migratory; maintains home ranges and territories while nesting		Suitable habitat observed on site; individuals observed off site			
Wood Stork (<i>Mycteria americana</i>)	Т	FT	Nests colonially in a variety of inundated forested wetlands, including cypress strands and domes, mixed hardwood swamps, sloughs, and mangroves. Increasingly nesting in artificial habitats (e.g., impoundments and dredged areas with native or exotic vegetation) in north and central Florida. Forages mainly in shallow water in freshwater marshes, swamps, lagoons, ponds, tidal creeks, flooded pastures and ditches	No suitable habitat observed on site	

Species	FWS Status	State Status	Habitat Description	Habitat Present		
MAMMALS						
Florida Bonneted Bat (Eumops floridanus)	E		Roosts in forested areas and other areas with tall mature trees or other areas with suitable roost structures. Forages in relatively open areas with freshwater marsh, permanent or seasonal freshwater wetlands, wetland and upland forests, and wetland and upland shrub.	No suitable habitat observed on site; project located outside of the consultation area		
Florida Mouse ² (Podomys floridanus)		SSC	Xeric uplands (ecological communities with well drained soils) such as sandhill and scrub.	No suitable habitat observed on site		
Florida Panther (Puma concolor coryi)		E	Requires extensive blocks of mostly forested communities. Large wetlands that are generally inaccessible to humans are important for diurnal refuge. Will tolerate improved areas in a mosaic of natural communities.	No suitable habitat observed on site		
Southeastern Beach Mouse (Peromyscus polionotus niveiventris)		Т	Primary, secondary, and occasionally tertiary sand dunes with a moderate cover of grasses and forbs, including sea oats (Uniola paniculata), bitter panicum (Panicum amarum), and beach dropseed (Sporobolus virginicus). Adjacent coastal palmetto flats (coastal strand) and scrub are important during and following hurricanes.	No suitable habitat observed on site		
			PLANTS			
Beach Jacquemontia (Jacquemontia reclinate)		Т	Lee side of stable vegetated dunes and disturbed areas in maritime hammocks – endemic to southeast coast of Florida	No suitable habitat observed on site		
Coastal Vervain (Glandularia maritima)		E	Back dunes, dune swales, and coastal hammocks in southeast Florida.	No suitable habitat observed on site		
Cutthroat Grass (Panicum abscissum)		E	Typically, found near ponds in Florida scrub, or scrubby habitat, and in marshy flatwoods; dependent on wildfire for natural maintenance	No suitable habitat observed on site		
Florida Filmy Fern (Trichomanes punctatum)		E	Tree trunks in hammocks, edges of limesinks, and limestone boulders	No suitable habitat observed on site		
Florida Royal Palm (Roystonea elata)		E	Tropical hammocks.	No suitable habitat observed on site		
Large-flowered rosemary (Conradina grandiflora)		Т	Scrub, coastal strand. In disturbed areas	No suitable habitat observed on site		
Nodding Pinweed (Lechea cernua)		Т	Sand pine scrub	No suitable habitat observed on site		
Pineland Jacquemontia (Jacquemontia curtissii)		Т	Vegetated dunes; disturbed openings in maritime hammock, coastal strand, and coastal scrub, often with sea grape, sand spurs, poisonwood, and prickly pear cactus	No suitable habitat observed on site		
Tiny Polygala (Polygala smallii)	E	E	Pine rockland, scrub, sandhill, and open coastal spoil piles	No suitable habitat observed on site		
West Indies Mahogany (Swietenia mahagoni)		Т	Endemic to south Florida.	No suitable habitat observed on site		

TABLE 1 KEY

- 1 No longer listed in Florida as of January 11,2017, but is part of the Imperiled Species Management Plan
- ² No longer listed in Florida as of January 11,2017. Commensal species with gopher tortoise.

<u>FEDERAL LEGAL STATUS:</u> Definitions derived from U.S. Endangered Species Act of 1973, Sec. 3. Note that the federal status given by FNAI refers only to Florida populations and that federal status may differ elsewhere.

- **C** = Candidate species for which federal listing agencies have sufficient information on biological vulnerability and threats to support proposing to list the species as Endangered or Threatened.
- **E** = Endangered: species in danger of extinction throughout all or a significant portion of its range.
- T = Threatened: species likely to become Endangered within the foreseeable future throughout all or a significant portion of its range.
- **SAT** = Treated as threatened due to similarity of appearance to a species which is federally listed such that enforcement personnel have difficulty in attempting to differentiate between the listed and unlisted species.

STATE LEGAL STATUS: Provided by FNAI for information only. For official definitions and lists of protected species, consult the relevant state agency. Definitions derived from "Florida's Endangered Species and Species of Special Concern, Official Lists" published by Florida Fish and Wildlife Conservation Commission, 1 August 1997, and subsequent updates.

- C = Candidate for listing at the Federal level by the USFWS
- FE = Listed as Endangered Species at the Federal level by the USFWS
- FT = Listed as Threatened Species at the Federal level by the USFWS
- FT(S/A) = Federal Threatened due to similarity of appearance
- **ST** = State population listed as Threatened by the FWC. Defined as a species, subspecies, or isolated population which is acutely vulnerable to environmental alteration, declining in number at a rapid rate, or whose range or habitat is decreasing in area at a rapid rate and as a consequence is destined or very likely to become an endangered species within the foreseeable future.
- **SSC** = Listed as Species of Special Concern by the FWC. Defined as a population which warrants special protection, recognition, or consideration because it has an inherent significant vulnerability to habitat modification, environmental alteration, human disturbance, or substantial human exploitation which, in the foreseeable future, may result in its becoming a threatened species. (SSC* for *Pandion haliaetus* (Osprey) indicates that this status applies in Monroe county only.)



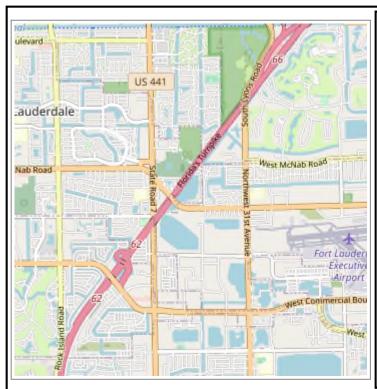
Florida Natural Areas Inventory Biodiversity Matrix Query Results UNOFFICIAL REPORT

Created 5/19/2022

(Contact the FNAI Data Services Coordinator at 850.224.8207 or kbrinegar@fnai.fsu.edu for information on an official Standard Data Report)

NOTE: The Biodiversity Matrix includes only rare species and natural communities tracked by FNAI.

Report for 1 Matrix Unit: 68210



Descriptions

DOCUMENTED - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit.

DOCUMENTED-HISTORIC - There is a documented occurrence in the FNAI database of the species or community within this Matrix Unit; however the occurrence has not been observed/reported within the last twenty years.

LIKELY - The species or community is *known* to occur in this vicinity, and is considered likely within this Matrix Unit because:

- documented occurrence overlaps this and adjacent Matrix Units, but the documentation isn't precise enough to indicate which of those Units the species or community is actually located in; or
- there is a documented occurrence in the vicinity and there is suitable habitat for that species or community within this Matrix Unit.

POTENTIAL - This Matrix Unit lies within the known or predicted range of the species or community based on expert knowledge and environmental variables such as climate, soils, topography, and landcover.

Matrix Unit ID: 68210

0 Documented Elements Found

0 Documented-Historic Elements Found

1 Likely Element Found

Scientific and Common Names	Global	State	Federal	State
	Rank	Rank	Status	Listing
<u>Mycteria americana</u> Wood Stork	G4	S2	LT	FT

Matrix Unit ID: 68210

20 Potential Elements for Matrix Unit 68210

Scientific and Common Names	Global	State	Federal	State
	Rank	Rank	Status	Listing
Athene cunicularia floridana	G4T3	S3	N	SSC CAM 23-0159

	•			
Florida Burrowing Owl				
Conradina grandiflora Large-flowered Rosemary	G3	S3	N	Т
<u>Drymarchon couperi</u> Eastern Indigo Snake	G3	S3	LT	FT
Elytraria caroliniensis var. angustifolia Narrow-leaved Carolina Scalystem	G4T2	S2	N	N
<u>Eumops floridanus</u> Florida bonneted bat	G1	S1	LE	FE
Forestiera segregata var. pinetorum Florida Pinewood Privet	G4T2	S2	N	N
<u>Glandularia maritima</u> Coastal Vervain	G3	S3	N	Е
Gopherus polyphemus Gopher Tortoise	G3	S3	С	ST
<u>Jacquemontia curtissii</u> Pineland Jacquemontia	G2	S2	N	Т
<i>Lechea cernua</i> Nodding Pinweed	G3	S3	N	Т
<u>Lithobates capito</u> Gopher Frog	G3	S3	N	SSC
Panicum abscissum Cutthroat Grass	G3	S3	N	Е
Phyllanthus pentaphyllus var. floridanus Florida Five-petaled Leaf-flower	G4T2	S2	N	N
Phyllophaga elongata Elongate June Beetle	G3	S3	N	N
<u>Podomys floridanus</u> Florida Mouse	G3	S3	N	SSC
<u>Polygala smallii</u> Tiny Polygala	G1	S1	LE	Е
Roystonea elata Florida Royal Palm	G2G3	S2	N	E
<u>Sceloporus woodi</u> Florida Scrub Lizard	G2G3	S2S3	N	N
<i>Swietenia mahagoni</i> West Indies Mahogany	G3G4	S3	N	Т
Trichomanes punctatum ssp. floridanum Florida Filmy Fern	G4G5T1	S1	Е	Е

Disclaimer

The data maintained by the Florida Natural Areas Inventory represent the single most comprehensive source of information available on the locations of rare species and other significant ecological resources statewide. However, the data are not always based on comprehensive or site-specific field surveys. Therefore, this information should not be regarded as a final statement on the biological resources of the site being considered, nor should it be substituted for on-site surveys. FNAI shall not be held liable for the accuracy and completeness of these data, or opinions or conclusions drawn from these data. FNAI is not inviting reliance on these data. Inventory data are designed for the purposes of conservation planning and scientific research and are not intended for use as the primary criteria for regulatory decisions.

Unofficial Report

These results are considered unofficial. FNAI offers a Standard Data Request option for those needing certifiable data.



United States Department of the Interior



FISH AND WILDLIFE SERVICE Florida Ecological Services Field Office FL

In Reply Refer To: May 19, 2022

Project Code: 2022-0044540 Project Name: Prospect lake

Subject: List of threatened and endangered species that may occur in your proposed project

location or may be affected by your proposed project

To Whom It May Concern:

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Under sections 7(a)(1) and 7(a)(2) of the Act and its implementing regulations (50 CFR 402 *et seq.*), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species and to determine whether projects may affect threatened and endangered species and/or designated critical habitat.

A Biological Assessment is required for construction projects (or other undertakings having similar physical impacts) that are major Federal actions significantly affecting the quality of the human environment as defined in the National Environmental Policy Act (42 U.S.C. 4332(2) (c)). For projects other than major construction activities, the Service suggests that a biological evaluation similar to a Biological Assessment be prepared to determine whether the project may

affect listed or proposed species and/or designated or proposed critical habitat. Recommended contents of a Biological Assessment are described at 50 CFR 402.12.

If a Federal agency determines, based on the Biological Assessment or biological evaluation, that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Service recommends that candidate species, proposed species and proposed critical habitat be addressed within the consultation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

http://www.fws.gov/endangered/esa-library/pdf/TOC-GLOS.PDF

Migratory Birds: In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see https://www.fws.gov/birds/policies-and-regulations.php.

The MBTA has no provision for allowing take of migratory birds that may be unintentionally killed or injured by otherwise lawful activities. It is the responsibility of the project proponent to comply with these Acts by identifying potential impacts to migratory birds and eagles within applicable NEPA documents (when there is a federal nexus) or a Bird/Eagle Conservation Plan (when there is no federal nexus). Proponents should implement conservation measures to avoid or minimize the production of project-related stressors or minimize the exposure of birds and their resources to the project-related stressors. For more information on avian stressors and recommended conservation measures see https://www.fws.gov/birds/bird-enthusiasts/threats-to-birds.php.

In addition to MBTA and BGEPA, Executive Order 13186: *Responsibilities of Federal Agencies to Protect Migratory Birds*, obligates all Federal agencies that engage in or authorize activities that might affect migratory birds, to minimize those effects and encourage conservation measures that will improve bird populations. Executive Order 13186 provides for the protection of both migratory birds and migratory bird habitat. For information regarding the implementation of Executive Order 13186, please visit https://www.fws.gov/birds/policies-and-regulations/executive-orders/e0-13186.php.

We appreciate your concern for threatened and endangered species. The Service encourages Federal agencies to include conservation of threatened and endangered species into their project planning to further the purposes of the Act. Please include the Consultation Code in the header of this letter with any request for consultation or correspondence about your project that you submit to our office.

Attachment(s):

Official Species List

- USFWS National Wildlife Refuges and Fish Hatcheries
- Migratory Birds
- Wetlands

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Florida Ecological Services Field Office , FL

Project Summary

Project Code: 2022-0044540

Event Code: None

Project Name: Prospect lake

Project Type: Commercial Development

Project Description: Proposed commercial development

Project Location:

Approximate location of the project can be viewed in Google Maps: https://

www.google.com/maps/@26.19896325,-80.19447407950905,14z



Counties: Broward County, Florida

Endangered Species Act Species

There is a total of 17 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. <u>NOAA Fisheries</u>, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Florida Panther <i>Puma</i> (=Felis) concolor coryi No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1763	Endangered
Puma (=mountain Lion) <i>Puma (=Felis) concolor (all subsp. except coryi)</i> Population: FL No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6049	Similarity of Appearance (Threatened)
Southeastern Beach Mouse <i>Peromyscus polionotus niveiventris</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/3951	Threatened

Birds

NAME STATUS

Everglade Snail Kite Rostrhamus sociabilis plumbeus

Endangered

There is **final** critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/7713

Wood Stork Mycteria americana

Threatened

Population: AL, FL, GA, MS, NC, SC

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/8477

General project design guidelines:

https://ipac.ecosphere.fws.gov/project/C4OJZQHATFCN5HCIPYFW2DOELI/documents/

generated/6954.pdf

Reptiles

NAME STATUS

American Alligator Mississippiensis

Similarity of Appearance

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/776

(Threatened)
Threatened

American Crocodile Crocodylus acutus

Population: U.S.A. (FL)

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/6604

Eastern Indigo Snake Drymarchon corais couperi

Threatened

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/646

Hawksbill Sea Turtle Eretmochelys imbricata

Endangered

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/3656

Leatherback Sea Turtle Dermochelys coriacea

Endangered

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/1493

Loggerhead Sea Turtle Caretta caretta

Threatened

Population: Northwest Atlantic Ocean DPS

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/1110

Insects

NAME

Bartram's Hairstreak Butterfly Strymon acis bartrami

Endangered

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/4837

Florida Leafwing Butterfly Anaea troglodyta floridalis

Endangered

There is **final** critical habitat for this species. The location of the critical habitat is not available.

Species profile: https://ecos.fws.gov/ecp/species/6652

Miami Blue Butterfly Cyclargus (=Hemiargus) thomasi bethunebakeri

Endangered

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/3797

Monarch Butterfly Danaus plexippus

Candidate

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743

Flowering Plants

NAME

Beach Jacquemontia Jacquemontia reclinata

0 11 11 0 0

Endangered

Population:

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/1277

Tiny Polygala Polygala smallii

Endangered

Population:

No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/996

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the <u>National Wildlife Refuge</u> system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

05/19/2022 1

Migratory Birds

Certain birds are protected under the Migratory Bird Treaty Act¹ and the Bald and Golden Eagle Protection Act^{2} .

Any person or organization who plans or conducts activities that may result in impacts to migratory birds, eagles, and their habitats should follow appropriate regulations and consider implementing appropriate conservation measures, as described below.

- 1. The Migratory Birds Treaty Act of 1918.
- 2. The Bald and Golden Eagle Protection Act of 1940.
- 3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

The birds listed below are birds of particular concern either because they occur on the USFWS Birds of Conservation Concern (BCC) list or warrant special attention in your **project location.** To learn more about the levels of concern for birds on your list and how this list is generated, see the FAQ below. This is not a list of every bird you may find in this location, nor a guarantee that every bird on this list will be found in your project area. To see exact locations of where birders and the general public have sighted birds in and around your project area, visit the E-bird data mapping tool (Tip: enter your location, desired date range and a species on your list). For projects that occur off the Atlantic Coast, additional maps and models detailing the relative occurrence and abundance of bird species on your list are available. Links to additional information about Atlantic Coast birds, and other important information about your migratory bird list, including how to properly interpret and use your migratory bird report, can be found below.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, click on the PROBABILITY OF PRESENCE SUMMARY at the top of your list to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
American Kestrel <i>Falco sparverius paulus</i> This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9587	Breeds Apr 1 to Aug 31
Bald Eagle Haliaeetus leucocephalus	Breeds Sep 1 to

This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.

https://ecos.fws.gov/ecp/species/1626

Jul 31

BREEDING NAME **SEASON** Black Skimmer *Rynchops niger* Breeds May 20 This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA to Sep 15 and Alaska. https://ecos.fws.gov/ecp/species/5234 Breeds Jan 1 to Great Blue Heron *Ardea herodias occidentalis* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions Dec 31 (BCRs) in the continental USA Lesser Yellowlegs *Tringa flavipes* Breeds This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA elsewhere and Alaska. https://ecos.fws.gov/ecp/species/9679 Magnificent Frigatebird Frequta magnificens Breeds Oct 1 to This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions Apr 30 (BCRs) in the continental USA Prairie Warbler *Dendroica discolor* Breeds May 1 to This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA Jul 31 and Alaska. Reddish Egret *Egretta rufescens* Breeds Mar 1 to This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA Sep 15 and Alaska. https://ecos.fws.gov/ecp/species/7617 Breeds Ruddy Turnstone *Arenaria interpres morinella* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions elsewhere (BCRs) in the continental USA Breeds Mar 10 Swallow-tailed Kite *Elanoides forficatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA to Jun 30 https://ecos.fws.gov/ecp/species/8938 White-crowned Pigeon Patagioenas leucocephala Breeds May 1 to This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA Sep 30 and Alaska. https://ecos.fws.gov/ecp/species/4047 Willet *Tringa* semipalmata Breeds Apr 20 This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA to Aug 5 and Alaska.

Probability Of Presence Summary

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read and understand the

FAQ "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Each green bar represents the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during a particular week of the year. (A year is represented as 12 4-week months.) A taller bar indicates a higher probability of species presence. The survey effort (see below) can be used to establish a level of confidence in the presence score. One can have higher confidence in the presence score if the corresponding survey effort is also high.

How is the probability of presence score calculated? The calculation is done in three steps:

- 1. The probability of presence for each week is calculated as the number of survey events in the week where the species was detected divided by the total number of survey events for that week. For example, if in week 12 there were 20 survey events and the Spotted Towhee was found in 5 of them, the probability of presence of the Spotted Towhee in week 12 is 0.25.
- 2. To properly present the pattern of presence across the year, the relative probability of presence is calculated. This is the probability of presence divided by the maximum probability of presence across all weeks. For example, imagine the probability of presence in week 20 for the Spotted Towhee is 0.05, and that the probability of presence at week 12 (0.25) is the maximum of any week of the year. The relative probability of presence on week 12 is 0.25/0.25 = 1; at week 20 it is 0.05/0.25 = 0.2.
- 3. The relative probability of presence calculated in the previous step undergoes a statistical conversion so that all possible values fall between 0 and 10, inclusive. This is the probability of presence score.

Breeding Season (

Yellow bars denote a very liberal estimate of the time-frame inside which the bird breeds across its entire range. If there are no yellow bars shown for a bird, it does not breed in your project area.

Survey Effort (|)

Vertical black lines superimposed on probability of presence bars indicate the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps. The number of surveys is expressed as a range, for example, 33 to 64 surveys.

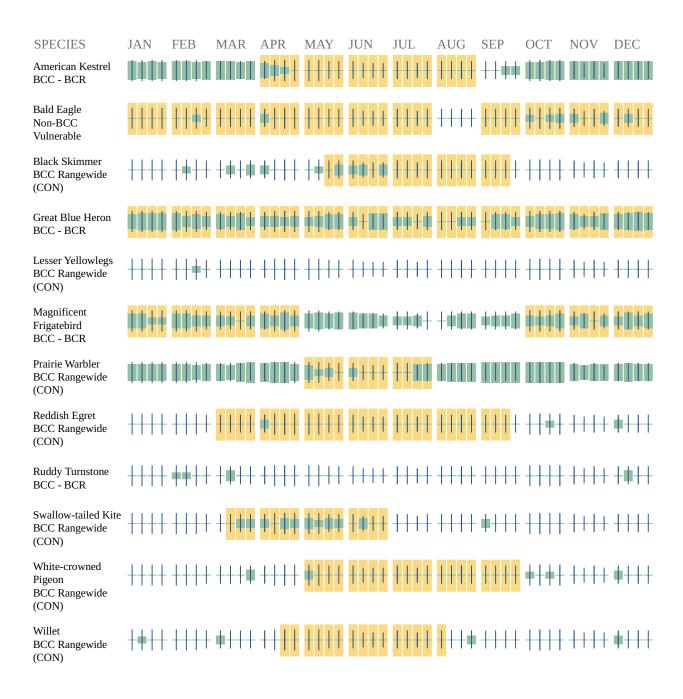
No Data (-)

A week is marked as having no data if there were no survey events for that week.

Survey Timeframe

Surveys from only the last 10 years are used in order to ensure delivery of currently relevant information. The exception to this is areas off the Atlantic coast, where bird returns are based on all years of available data, since data in these areas is currently much more sparse.

■ probability of presence ■ breeding season | survey effort − no data



Additional information can be found using the following links:

- Birds of Conservation Concern https://www.fws.gov/program/migratory-birds/species
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide conservation measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf

Migratory Birds FAQ

Tell me more about conservation measures I can implement to avoid or minimize impacts to migratory birds.

Nationwide Conservation Measures describes measures that can help avoid and minimize impacts to all birds at any location year round. Implementation of these measures is particularly important when birds are most likely to occur in the project area. When birds may be breeding in the area, identifying the locations of any active nests and avoiding their destruction is a very helpful impact minimization measure. To see when birds are most likely to occur and be breeding in your project area, view the Probability of Presence Summary. Additional measures or permits may be advisable depending on the type of activity you are conducting and the type of infrastructure or bird species present on your project site.

What does IPaC use to generate the migratory birds potentially occurring in my specified location?

The Migratory Bird Resource List is comprised of USFWS <u>Birds of Conservation Concern</u> (<u>BCC</u>) and other species that may warrant special attention in your project location.

The migratory bird list generated for your project is derived from data provided by the <u>Avian Knowledge Network (AKN)</u>. The AKN data is based on a growing collection of <u>survey</u>, <u>banding</u>, <u>and citizen science datasets</u> and is queried and filtered to return a list of those birds reported as occurring in the 10km grid cell(s) which your project intersects, and that have been identified as warranting special attention because they are a BCC species in that area, an eagle (<u>Eagle Act</u> requirements may apply), or a species that has a particular vulnerability to offshore activities or development.

Again, the Migratory Bird Resource list includes only a subset of birds that may occur in your project area. It is not representative of all birds that may occur in your project area. To get a list of all birds potentially present in your project area, please visit the <u>AKN Phenology Tool</u>.

What does IPaC use to generate the probability of presence graphs for the migratory birds potentially occurring in my specified location?

The probability of presence graphs associated with your migratory bird list are based on data provided by the <u>Avian Knowledge Network (AKN)</u>. This data is derived from a growing collection of survey, banding, and citizen science datasets .

Probability of presence data is continuously being updated as new and better information becomes available. To learn more about how the probability of presence graphs are produced and how to interpret them, go the Probability of Presence Summary and then click on the "Tell me about these graphs" link.

How do I know if a bird is breeding, wintering, migrating or present year-round in my project area?

To see what part of a particular bird's range your project area falls within (i.e. breeding, wintering, migrating or year-round), you may refer to the following resources: The Cornell Lab of Ornithology All About Birds Bird Guide, or (if you are unsuccessful in locating the bird of interest there), the Cornell Lab of Ornithology Neotropical Birds guide. If a bird on your migratory bird species list has a breeding season associated with it, if that bird does occur in your

project area, there may be nests present at some point within the timeframe specified. If "Breeds elsewhere" is indicated, then the bird likely does not breed in your project area.

What are the levels of concern for migratory birds?

Migratory birds delivered through IPaC fall into the following distinct categories of concern:

- 1. "BCC Rangewide" birds are <u>Birds of Conservation Concern</u> (BCC) that are of concern throughout their range anywhere within the USA (including Hawaii, the Pacific Islands, Puerto Rico, and the Virgin Islands);
- 2. "BCC BCR" birds are BCCs that are of concern only in particular Bird Conservation Regions (BCRs) in the continental USA; and
- 3. "Non-BCC Vulnerable" birds are not BCC species in your project area, but appear on your list either because of the Eagle Act requirements (for eagles) or (for non-eagles) potential susceptibilities in offshore areas from certain types of development or activities (e.g. offshore energy development or longline fishing).

Although it is important to try to avoid and minimize impacts to all birds, efforts should be made, in particular, to avoid and minimize impacts to the birds on this list, especially eagles and BCC species of rangewide concern. For more information on conservation measures you can implement to help avoid and minimize migratory bird impacts and requirements for eagles, please see the FAQs for these topics.

Details about birds that are potentially affected by offshore projects

For additional details about the relative occurrence and abundance of both individual bird species and groups of bird species within your project area off the Atlantic Coast, please visit the Northeast Ocean Data Portal. The Portal also offers data and information about other taxa besides birds that may be helpful to you in your project review. Alternately, you may download the bird model results files underlying the portal maps through the NOAA NCCOS Integrative Statistical Modeling and Predictive Mapping of Marine Bird Distributions and Abundance on the Atlantic Outer Continental Shelf project webpage.

Bird tracking data can also provide additional details about occurrence and habitat use throughout the year, including migration. Models relying on survey data may not include this information. For additional information on marine bird tracking data, see the <u>Diving Bird Study</u> and the <u>nanotag studies</u> or contact <u>Caleb Spiegel</u> or <u>Pam Loring</u>.

What if I have eagles on my list?

If your project has the potential to disturb or kill eagles, you may need to <u>obtain a permit</u> to avoid violating the Eagle Act should such impacts occur.

Proper Interpretation and Use of Your Migratory Bird Report

The migratory bird list generated is not a list of all birds in your project area, only a subset of birds of priority concern. To learn more about how your list is generated, and see options for identifying what other birds may be in your project area, please see the FAQ "What does IPaC use to generate the migratory birds potentially occurring in my specified location". Please be aware this report provides the "probability of presence" of birds within the 10 km grid cell(s) that overlap your project; not your exact project footprint. On the graphs provided, please also look carefully at the survey effort (indicated by the black vertical bar) and for the existence of the "no

data" indicator (a red horizontal bar). A high survey effort is the key component. If the survey effort is high, then the probability of presence score can be viewed as more dependable. In contrast, a low survey effort bar or no data bar means a lack of data and, therefore, a lack of certainty about presence of the species. This list is not perfect; it is simply a starting point for identifying what birds of concern have the potential to be in your project area, when they might be there, and if they might be breeding (which means nests might be present). The list helps you know what to look for to confirm presence, and helps guide you in knowing when to implement conservation measures to avoid or minimize potential impacts from your project activities, should presence be confirmed. To learn more about conservation measures, visit the FAQ "Tell me about conservation measures I can implement to avoid or minimize impacts to migratory birds" at the bottom of your migratory bird trust resources page.

Wetlands

Impacts to <u>NWI wetlands</u> and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local <u>U.S. Army Corps of Engineers District</u>.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

THERE ARE NO WETLANDS WITHIN YOUR PROJECT AREA.

05/19/2022

IPaC User Contact Information

Agency: Terracon

Name: Cristina Lingvay Address: 1675 Lee Road City: Winter Park

State: FL Zip: 32789

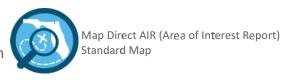
Email cristina.lingvay@terracon.com

Phone: 4076188380

Printer Friendly View

Download as PDF





Point of Interest:

26°11'57.6823" x -80°11'39.7604"

26.19935619934546 x -80.19437788333683

Search Radius: 1 mile

Report Created on Fri May 20 2022 at 12:22:39

Map Direct v7.220512

Township/Range/Section: 49S42E7
Fort Lauderdale, Broward County 33309
FDEP Regulatory District: Southeast District
Water Management District: SFWMD
FL House District 92 :: FL Senate District 33

US Congressional District 22

HUC Basin Area: Florida Southeast Coast

Waterbody ID: 3270 State Land DM ID: 157517





Search Result Summary

Features Found	Data Layer	Metadata	Spreadsheet
1	Florida Wood Stork Foraging Areas	<u>Layer Information</u>	Download as Spreadsheet
0	Florida Woodstork Nesting Colonies	<u>Layer Information</u>	
0	Fish and Wildlife Conservation Commission (FWC) Eagle Nests - 660 Foot Buffer	<u>Layer Information</u>	
0	Wood Stork Active Nesting Colonies - 2500 Foot Buffer	Layer Information	

Search Result Details

FLORIDA WOOD STORK FORAGING AREAS: 1 FOUND. BACK TO SEARCH RESULTS SUMMARY

#1 Of 1 Fro	m Florida Wood S	Stork Foraging Areas
OBJECTID 1	1	
OBJECTID	1	
SHAPE LENG	34.986696	
SHAPE.AREA	74429233929.5591	
SHAPE.LEN	3670591.666836	

No Results Found:

Fish and Wildlife Conservation Commission (FWC) Eagle Nests - 660 Foot Buffer Florida Woodstork Nesting Colonies

Wood Stork Active Nesting Colonies - 2500 Foot Buffer

Wood Stork Active Nesting Colonies - 2500 Foot Buffer

APPENDIX-C - RESUMES

Cristina Lingvay

FIELD SCIENTIST / ENVIRONMENTAL PLANNING

PROFESSIONAL EXPERIENCE

Ms. Lingvay is a Field Scientist in Terracon's Winter Park Office. Ms. Lingvay's role at Terracon primarily consists of acting as Project Manager and facilitating field support for a variety of environmental planning services in the commercial and government sector. Ms. Lingvay has 2 years of experience as an environmental professional, with expertise in environmental surveying, monitoring, and remediation in terrestrial, freshwater, and marine ecosystems. Her services include wetland delineation, wetland permitting assistance, wetland mitigation plans and monitoring, wetland functional assessment, listed species surveys and permitting, and agency consultation.

PROJECT EXPERIENCE

Lake Placid Solar - Listed Species Surveys

Field Scientist on this solar farm project in Highlands County. The scope of services included formal surveys for the Audubon's crested caracara.

Hildreth Solar Power Plant – Gopher Tortoise Surveys & Relocations

Field Scientist on this solar farm project in Suwannee County. The scope of services included formal surveys for the Gopher Tortoise, and directon of backhoe operations to locate and remove Gopher Tortoises under the supervision of an FWC Authorized Gopher Tortoise Agent.

Pine Hills Affordable Housing – Due Diligence Environmental Services

Project manager and field scientist providing environmental planning services for a proposed multi-family housing project in Orlando. The scope of services included a general listed species survey, a wetland assessment and delineation, and a Phase I Environmental Site Assessment.

Lake Worth Lagoon - Shorline Characterization Mapping*

An interactive shapefile of the shoreline in Lake Worth Lagoon was created in ArcMap to be used as a tool for Palm Beach County Environmental Resource Managers to prioritize the direction of shoreline restoration efforts. Data provided by PBC Environmental Resource Managers was analyzed to highlight the shorelines and bulkheads most immediately elegible for remediation. This product was presented at UCF's Student Scholar Symposium.

Canaveral National Seashore – Shoreline Stabilization and Oyster Reef Restoration*

Research Assistant for ecosystem restoration in Mosquito Lagoon. The scope of services included fabricating experimental restoration materials, deploying restoration materials, and monitoring restored sites. Other responsibilities incldued growing cordgrass, red, white, and black mangroves as bioremediators. Seagrass surveys were also done on an annual basis; the data collected from these surveys were contributed to the Long Term Ecological Research Network.





EDUCATION

Bachelor of Science, Biology – Marine and Aquatic University of Central Florida, 2021

YEARS WITH TERRACON: <1

CERTIFICATIONS

Florida Boater's Lisence

AFFILIATIONS

Coastal Estuarine and Ecology Lab (UCF)

Florida Association of Environmental Professionals

* Work performed prior to joining Terracon.

Cristina Lingvay (continued)

Electric Knifefish Lab - Animal Behavior Research*

Laboratory Technician for behavioral research questions of Amazonian electric knifefish at UCF. The scope of services included specimen dissection, data collection and recording, and data analysis.

Brian P. Brandon, PWS

Group Manager/Environmental Planning

PROFESSIONAL EXPERIENCE

Mr. Brandon is a Group Manager in Terracon's Winter Park Florida office. Mr. Brandon's role at Terracon is to manage project assignments and budgets, prepare proposals and bids for environmental planning related services, and develop clientele in the central and south Florida markets. Mr. Brandon also oversees a group of environmental scientists and participates directly in various environmental projects.

Mr. Brandon's expertise includes wetland delineation, wetland permitting and compliance, wetland functional assessment and mitigation plans, wetland monitoring, habitat assessments, habitat conservation plans, floral/vegetation surveys, threatened and endangered species surveys, migratory bird evaluations, wildlife monitoring, creation and maintenance of avian protection programs, tribal and agency consultation pursuant to the National Environmental Policy Act (NEPA). His experience also includes coordination with the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), Federal Communications Commission (FCC), various state and tribal historic preservation offices (HPOs), the Florida Department of Environmental Protection (FDEP), United States Army Corps of Engineers (USACE), and all Florida Water Management Districts for various permitting projects.

RELEVANT PROJECT EXPERIENCE

Durando Yeehaw Ranch - Yeehaw Junction, Florida

Senior Staff Scientist and Project Manager for land analysis that includes demography of saw palmetto stands, agricultural soil analysis, and land use analysis to determine the correlation between palmetto densities and productivity and available soil nutrients on site. The 12,000-acre project site was proposed to be utilized for saw palmetto propagation and harvesting.

Placid Solar Projects - Highlands County

Senior Staff Scientist and Project Manager for a proposed 2,000 acre solar farm. Scope of services includes wetland delineation and permitting assistance, gopher tortoise and burrowing owl surveys, formal surveys for crested caracara, Florida scrub-jay, Florida bonneted bat, sand skinks and blue-tailed mole skinks, Southeastern American kestrel, and agency consultation.

Endangered Plant Surveys - Lake County Florida

Conducted surveys for the federally endangered Lewton's polygala and clasping warea on an outparcel owned by Seminole State Forest. Surveys were conducted in pre-established plots. The target species were identified and the growth status was recorded. All



EDUCATION

Bachelor of Science, Biology University of Central Florida, 2012

Graduate Certificate, Wetlands and Water Resource Management, University of Florida 2020

YEARS WITH TERRACON: 3 YEARS WITH OTHER FIRMS: 6

CERTIFICATIONS

Professional Wetland Scientist (PWS) No. 3405

FWC Authorized Gopher Tortoise Agent No. GTA-14-00004D

FWC Burrowing Owl Authorized Agent No. RAG-21-00005

Certified Florida Master Naturalist

PROFESSIONAL TRAINING

38-Hour USACE Wetland Delineation Training

AFFILIATIONS

Florida Native Plant Society – Tarflower Chapter

National Association of Environmental Professionals

Ecological Society of America

National Audubon Society

Florida Association of Environmental Soil Scientists

Society of Wetland Scientists

* Work performed prior to joining Terracon.



Brian P. Brandon, Credentials (continued)

collected data was used to monitor yearly population growth, correlate impacts of prescribed fire, and determine if detrimental effects from invasive herbs affected rare plant species population. Work was conducted as a volunteer for the Florida Forest Service.

Endangered Plant Surveys - Polk County, Florida

Conducted demography survey on the state endangered blushing scrub balm at a confidential site in Polk County, Florida. Surveys consisted of measuring and recording plant height and width, and counting stems, flowers, and seeds. The data was used to determine germination rates in response to the prescribed fire regiment of the area.

Grand Medina Resort (Everest Place) - Osceola County, Florida

Senior Staff Scientist and Project Manager for a proposed mixed use commercial development. Scope of services includes wetland delineation, wetland functional assessment, state and federal permitting assistance, wetland monitoring, listed species surveys, and consultation with SFWMD, FDEP, and USACE.

Grand Medina Resort (Everest Place) - Osceola County, Florida

Project Manager and Senior Ecologist for conducting annual wetland monitoring for Consumptive Use Permit with the City of Apopka. The scope of work included bringing the CUP permit into compliance by conducting wetland monitoring for a two-year period; collecting GPS data of water elevations at four lakes, analyzing vegetative cover, and making a correlation between annual rainfall data, piezometer data, and visual observations to determine if groundwater drawdown is occurring as the result of the City's water usage.

ADDITIONAL EXPERIENCE

Biological Assessments - Alabama, Florida, Georgia, North Carolina, South Carolina*

Project Manager and Lead Biologist. Analyzed habitat structure and performed surveys to determine anticipated impacts to threatened and endangered species and species of special concern pursuant to Section 7 of the Endangered Species Act. Species-specific surveys include gopher tortoise, migratory bird evaluations, bats, red cockaded woodpeckers, Florida scrub-jays, and various vegetation surveys. Consulted with lead agency for determinations of "no adverse effect" findings and coordinated permitting when necessary.

Wetland Delineations -Florida, Georgia, Maryland*

Project Manager and Lead Wetland Scientist. Determined the landward extent of wetlands and other surface waters in accordance with Florida Administrative Code 62-340 and the Army Corps of Engineers wetland delineation methodology. Delineated wetland boundaries and coordinated Environmental Resource Permits (ERP's), Nationwide Permits, and Individual Permits with the FDEP, USACE, and all Water Management Districts.

Migratory Bird Evaluations and Avian Protection Programs - Nationwide*

Director of Migratory Bird Services. Managed and directed a team of scientists to conduct evaluations/formal surveys of Osprey, Bald Eagle, Red-tailed Hawk, Great Horned Owl, Crested Caracara, Crows, Ravens, Eastern Kingbirds, and other migratory birds for compliance with the Migratory Bird Treaty Act (MBTA), Bald and Golden Eagle Protection Act, and Endangered Species Act. Determined nest status and facilitated permit actions. Created and maintained Avian Protection Programs for various national clientele.



Gary K. Howalt, PWS

Senior Scientific Consultant/Senior Principal

PROFESSIONAL EXPERIENCE

Gary has over 43 years of diverse technical and project management experience in environmental assessment programs, including 34 years with Terracon Consultants, Inc. His experience includes the collection and analysis of biological materials, water quality and quantity, and sediment samples from a variety of freshwater, estuarine, and marine environments; wildlife habitat analysis; and wetlands and endangered species ecology and He has performed the ecological assessments needed to identify development potential and constraints to development for a variety of industrial, public and private utility, commercial, residential and highway He also assists in designing, implementing, and monitoring mitigation plans to create wetlands and the restoration of native habitats. In addition, Gary negotiates and coordinates activities with the various federal, state and local environmental agency representatives during his permitting efforts. He has been involved in various wildlife reports and field surveys for protected species on projects that require permitting and coordination with federal, state and local wildlife agencies for biological opinions and permitting regarding endangered, threatened and other protected species. His responsibilities extend to the management of interdisciplinary projects, assigning and supervising personnel performing environmental services, client liaison, and participation in agency hearings and workshops.

PROJECT EXPERIENCE

The District Mixed Use Development, District Community Development District - Duval County FL

Wetland assessment, delineation and permitting, endangered/threatened species surveys and cultural resource assessment

Cape Canaveral National Cemetery, Department of Veterans Affairs - Brevard County, FL

Site Specific Environmental Assessment of the Gravesite Expansion and Cemetery Improvements for Phase II of the National Cemetery

Black Creek Water Resource Development Project, St. Johns River Water Management District - Clay County, FL

Wetland assessment, delineation and permitting, endangered/threatened species surveys and cultural resource assessment



EDUCATIONBachelor of Arts, Biology, University of South Florida, 1977

AFFILIATIONS

American Water Resources Association

Florida Section American Water Resources Association

Society of Wetland Scientists

Florida Engineering Society

CERTIFICATIONS

Certified Wetland Delineator, ACOE

Professional Wetland Scientist, PWS

Certified SCUBA Diver

FDEP Field Sampling Training Course for Groundwater/Soil, Surface Water, Wastewater, Sediment, Ultratrace Metals, and Biology/Habitat

Health & Safety Training Course for Hazardous Waste Sites – 40 hours OSHA Program

Resume

Gary K. Howalt, PWS (continued)

Canaveral Port Authority, Environmental Consulting Services - Brevard County, FL Wetland assessment and permitting, endangered/threatened species surveys

Levy Nuclear Plant - Levy, Citrus, Marion, Pasco, Hernando, Pinellas Counties, FL Wetland mitigation plan

JEA, Environmental Consulting Services - Duval County, FL

Wetland assessment and permitting, endangered/threatened species surveys, permitting and relocation

Florida Power and Light Company, Environmental Consulting Services Statewide - Juno Beach, Palm Beach County, FL

Wetland assessment and permitting, endangered/threatened species surveys

Kingsland Business Park - Camden County, GA

Wetland assessment and permitting, endangered/threatened species surveys

World Commerce Center Development of Regional Impact (DRI) - St. Johns County, FL Wetland assessment and permitting, endangered/threatened species surveys

Bartram Park Development of Regional Impact (DRI) - Duval and St. Johns County, FL Wetland assessment and permitting, endangered/threatened species surveys

Canaveral Port Authority, Multimodal Terminal - Brevard County, FL Environmental feasibility assessment of a barge rail terminal

Canaveral Port Authority, SR 528 Rail Corridor Study - Brevard County, FL Wetland and endangered species assessment

Kennedy Space Center to Port Canaveral, Brevard Crossing - Brevard County, FL Feasibility assessment of rail alignment and environmental impact assessment

Canaveral Port Authority SR524 Parcel, Brevard Crossing - Brevard County, FL Ecological due diligence

JAXPORT Intermodal Container Transfer Facility - Duval County, FL

Environmental permitting, gopher tortoise assessment and permitting, historic gun range cleanup



Resume

Gary K. Howalt, PWS (continued)

JAXPORT Dames Point Marine Terminal - Duval County, FL

TraPac stormwater pond littoral shelf planting design and monitoring

Norfolk Southern Corporation Railroad Y-track addition and railroad track extension, Westlake Industrial Park - Duval County, FL

Environmental assessment and permitting

St. Johns Forest single family residential development - St. Johns County, FL

Wetland assessment and permitting, endangered/threatened species surveys

Florida Communities Trust Grant Application, Management Plan Development, Preservation Project Jacksonville, City of Jacksonville - Duval County, FL

Wetland assessment and permitting, endangered/threatened species surveys

Wills Branch, City of Jacksonville - Duval County, FL

Drainage improvement study

CR 210 and US 1 Interchange - St. Johns County, FL

FDOT design build, wetland and endangered & threatened species assessment, permitting

MLK Interchange - Duval County, FL

FDOT design build, wetland and endangered & threatened species assessment, permitting

San Sebastian Bridge Replacement - St. Johns County, FL

FDOT design build, wetland and endangered & threatened species assessment, permitting, mitigation planting and monitoring

SR 9B Phase I - Duval County, FL

FDOT design build, wetland and endangered & threatened species assessment, permitting, mitigation planting and monitoring

FDOT District 2, Districtwide Environmental Services Contract

Wetland and endangered & threatened species assessment, permitting, mitigation planting and monitoring

I-95 Overland Bridge - Duval County, FL

FDOT Project Development and Environment (PD&E) assessments for wetlands and protected species, wetland delineation, permitting





Prospect Lake Clean Water Center Fort Lauderdale, Broward County, Florida

June 8, 2022

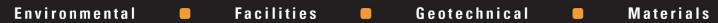
Terracon Project No. 34225014

Prepared for:

Kiewit Lenexa, Kansas

Prepared by:

Terracon Consultants, Inc. Fort Lauderdale, Florida



June 8, 2022

Kiewit 8900 Renner Boulevard Lenexa, Kansas 66219



Attn: Mr. Josh Clausen

P: (913) 928 7562

E: Joshua.clausen@kiewit.com

Re: Geotechnical Data Report

Prospect Lake Clean Water Center

North of the Intersection of Prospect Road and NW 35th Avenue

Fort Lauderdale, Broward County, Florida

Terracon Project No. 34225014

Dear Mr. Clausen:

We have completed the Geotechnical Data services for the above referenced project. This study was performed in general accordance with Terracon Proposal No. P34225014 dated April 28, 2022. This report presents the findings of the subsurface exploration and provides geotechnical data for the proposed project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Nicholas Mata, P.E. Project Engineer

Hugo Soto, P.E.

Principal

Florida PE #: 36440

Huyo Soto

Terracon Consultants, Inc. 5371 NW 33rd Avenue, Suite 201 Fort Lauderdale, FL 33309 P (954) 741 8282 F (954) 741 8240 terracon.com

REPORT TOPICS

REPORT SUMMARY		ĺ
INTRODUCTION	1	
SITE CONDITIONS	1	
	,	
PROJECT DESCRIPTION	2	
GEOTECHNICAL CHARACTERIZATION	2	
GROUNDWATER	5	
GENERAL COMMENTS	6	;

ATTACHMENTS

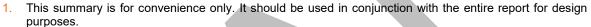
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUMMARY OF LABORATORY TEST RESULTS
EXPLORATION AND TESTING PROCEDURES
SUPPORTING INFORMATION
SUBCONTRACTED SERVICES
ELECTRICAL AND THERMO RESISTIVITY REPORT

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



REPORT SUMMARY

Topic	Overview Statement ¹
Project Description	The project includes the construction of a water treatment facility consisting of a nano filter building, pumps, racks, and other water treatment facilities structures and equipment
Geotechnical Characterization	In general, the subsurface conditions consist of surficial sands underlain by the Miami Limestone formation. The Miami Limestone formation is underlain by a zone of sand, slightly silty sand, and sand with limestone lenses and layers. Below sands, a lower limestone formation is present underlain by sand with limestone lenses and layers.
General Comments	This section contains important information about the limitations of this geotechnical data report.





Prospect Lake Clean Water Center North of the Intersection of Prospect Road and NW 35th Avenue Fort Lauderdale, Broward County, Florida

Terracon Project No. 34225014 June 8, 2022

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical data for the proposed Prospect Lake Clean Water Center project to be located North of the Intersection of Prospect Road and NW 35th Avenue in Fort Lauderdale, Broward County, Florida. The purpose of these services is to provide information relative to:

- Subsurface soil conditions
- Groundwater conditions
- Laboratory test results

- Electrical resistivity report
- Thermo resistivity report

The geotechnical Scope of Services for this project included the advancement of 10 test borings to depths ranging from approximately 50 to 80 feet below existing site grades. In addition, two (2) piezometers were installed to a depth of 25 feet below existing grades.

Maps showing the site and boring locations are shown in the **Site Location** and **Exploration Plan** sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section and in the **Laboratory Test Results** section.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly available geologic and topographic maps.

Item	Description	
Parcel Information	The project site is located approximately 1,500 feet north of the intersection of Prospect Road and NW 31 st Avenue in Fort Lauderdale, Florida. The approximate GPS coordinates for the center of the site are N 26.199055°, W80.194360°. See Site Location	
Existing Improvements	The northern approximate half of the site is occupied by open green area. The southern half is occupied by heavy vegetation (trees & shrubs).	

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



Item	Description
Existing Topography	The boring and piezometer locations were surveyed by the Project Surveyor. The elevations at the boring locations across the site vary from el +6.34 feet to el +8.71 feet NAVD.

PROJECT DESCRIPTION

Our understanding of the project conditions is as follows:

Item	Description
Information Provided	 The following information has been provided: Scope of Work for Geotechnical Exploration by Kiewit dated July 20, 2021. Revised scope of work received by email on April 27, 2022 from Keith Buchholtz. Site visit on March 17, 2022 with Keith Buchholtz and representatives from the City of Fort Lauderdale. Subsequent phone and email correspondence with Keith Buchholtz, Brian Linnan, and Jeffrey Simon of Kiewit.
Project Description	The project will include the construction of a water treatment facility consisting of nano filter building, pumps, racks, and other water treatment plant structures and equipment. Terracon's role on the project includes the following: Field sampling services Laboratory testing Data reporting

GEOTECHNICAL CHARACTERIZATION

Regional Geology

Broward County can be divided into three major physiographic subdivisions: The Coastal Ridge, which parallels the coastline and extends inland 2 to 3 miles from the ocean; the Sandy Flatlands, which lie between the Coastal Ridge and the Everglades; and the Everglades which occupies much of the western extent of Broward County. The site lies within the sandy flatlands physiographic subdivision.

The Sandy Flatlands physiographic subdivision is characteristically divided into an eastern and western portion. The eastern portion consists of nearly level, grassy areas interspersed with small ponds. The soils here are wet and sandy and are underlain by limestone. Before drainage of the area, water stood on these soils for several months each year. The original vegetation was water

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 Terracon Project No. 34225014



tolerant grass and cypress stands. In higher areas, pine and palmetto were common. The eastern portion of this area is also undergoing rapid urban development. The western portion of the sandy flatlands is a nearly level, generally treeless sawgrass plain. The soils are organic and overlie limestone. Under natural conditions, water stood on these soils for months and only during extremely dry seasons was the surface exposed. Today, these soils have been drained, and water stands on the surface for very short periods.

Site-Specific Geology

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration. This characterization forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section of this report.

As part of our analyses, we identified the following layers within the subsurface profile.

Stratum No.	Stratum Name	General Description
1	Topsoil / Fill	Topsoil was encountered extending to between 0.2 feet and 0.8 feet below existing grades. Topsoil was not encountered in Soil Boring B-6. Fill was encountered in Soil Boring B-4 extending to two (2) feet below grade.
2	Sand	Sand was typically encountered extending to between four (4) and 12 feet below existing grades. Soil borings B-6 and B-9 encountered this stratum extending to 17.5 feet and 18 feet below grades, respectively. The sand is generally considered very loose to medium dense with SPT n-values ranging from 2 blows per foot (bpf) to 16 bpf, averaging 7 bpf.
3	Slightly Silty Fine Sand, Organic Fine Sand	Soil Boring B-3 encountered slightly silty fine sand extending from four (4) feet to eight (8) feet below existing grade. The slightly silty fine sand is generally considered loose with an SPT n-value of 4 bpf. Soil Boring B-4 encountered organic fine sand extending from two (2) feet to six (6) feet below existing grade. The organic fine sand generally considered loose to medium dense with SPT n-values of eight (8) bpf and 12 bpf, averaging 10 bpf.
4	Upper Limestone	The Miami limestone formation was encountered extending to between 33 feet and 42 feet below existing grades.

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



		The limestone is generally considered weakly to well-cemented with SPT n-values ranging from six (6) bpf to 40 bpf, averaging 14 bpf.
5	Sand, Sand with Limestone Lenses and Layers, Slightly Silty Fine Sand	A zone of a varying layers of sand, sand with limestone lenses and layers, and slightly silty fine sand was encountered below the limestone formation extending to the termination depth of soil borings B-1, B-4, B-5, B-6, B-7, and B-9 of 50 feet, and to between 56.5 and 62 feet below existing grade in the remaining borings. This stratum is generally considered very loose to dense with SPT n-values ranging from three (3) bpf to 37 bpf, averaging 19 bpf.
6	Lower Limestone	In soil boring B-2, B-8, and B-10, limestone was encountered extending to between 70 and 76 feet below existing grade. In Soil Boring B-3, the limestone formation was encountered extending to the termination depth of the boring of 80 feet. The stratum is generally considered weakly to well-cemented with SPT n-values ranging from eight (8) bpf to refusal (greater than 50 blows in six inches of penetration), averaging 38 bpf.
7	Sand with Limestone Lenses and Layers	Soil borings B-2, B-8, and B-10 encountered sand underlying the lower limestone formation. This stratum was encountered extending to the termination depth of the borings of 80 feet. This stratum is generally considered loose to medium dense with SPT n-values ranging from 10 bpf to 23 bpf, averaging 14 bpf.

Laboratory Testing

During the field exploration, a portion of each recovered soil sample was sealed in glass jars and transported to out laboratory for further visual observation and laboratory testing. Selected samples were tested for moisture (water) content, organic content, and grain-size distribution. The field logs are modified based on our engineer's visual observation and laboratory test results. In addition, selected samples were tested for environmental classification (corrosion) testing. The laboratory tests summary is included in the Summary of Laboratory Test Results section in the appendix.

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



GROUNDWATER

Groundwater Levels Encountered While Drilling

The boreholes were observed for the presence and level of groundwater during drilling operations. The water levels observed in the boreholes can be found on the boring logs in **Exploration Results**, and are summarized below.

Boring Number	Ground Surface Elevation (feet-NAVD88) ¹	Approximate Depth to Groundwater while Drilling (feet) ²	Approximate Groundwater Elevation while Drilling (feet-NAVD88)	Date Drilled
B-1	7.42	15.5	-8.08	5/10/2022
B-2	7.97	14.8	-6.83	5/14/2022
B-3	8.71	15.2	-6.49	5/13/2022
B-4	6.34	13.8	-7.46	5/16/2022
B-5	6.95	15.3	-8.35	5/17/2022
B-6	7.1	13.1	-6.00	5/13/2022
B-7	7.3	15.2	-7.9	5/12/2022
B-8	7.51	12.2	-4.69	5/12/2022
B-9	8.57	17,3	-8.73	5/12/2022
B-10	6.93	15.0	-8.07	5/11/2022

¹ Ground surface elevations were provided by the Project Surveyor

Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Groundwater levels in the table above could vary due to changes in the ground surface elevation at the location of the borings. Therefore, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

² Below ground surface

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



Groundwater Levels Encountered in Piezometers

Two (2) temporary piezometers were installed adjacent to soil borings B-02 and B-09. Water level were measured once a week for four weeks. The table below summarizes the water level measurements.

Piezometer / Adjacent Boring Location	Ground Surface Elevation at the Piezometer Location (ft-NAVD88) ¹	Week 1 5/20/22 at 12:40pm (ft-NAVD88)	Week 2 5/27/22 at 9:40am (ft-NAVD88)	Week 3 6/3/22 at 10:00am (ft-NAVD88)	Week 4 6/10/22 at pm (ft-NAVD88)
PZ-01 / B-02	+ 7.91	-8.34	-8.09	-7.09	
PZ-02 / B-09	+ 8.49	-9.59	-9.34	-7.59	

The ground surface elevations were provided by the Project Surveyor

GENERAL COMMENTS

Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida June 8, 2022 ■ Terracon Project No. 34225014



of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.





SITE LOCATION AND EXPLORATION PLANS

SITE LOCATION

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida May 27, 2022 ■ Terracon Project No. P34225014



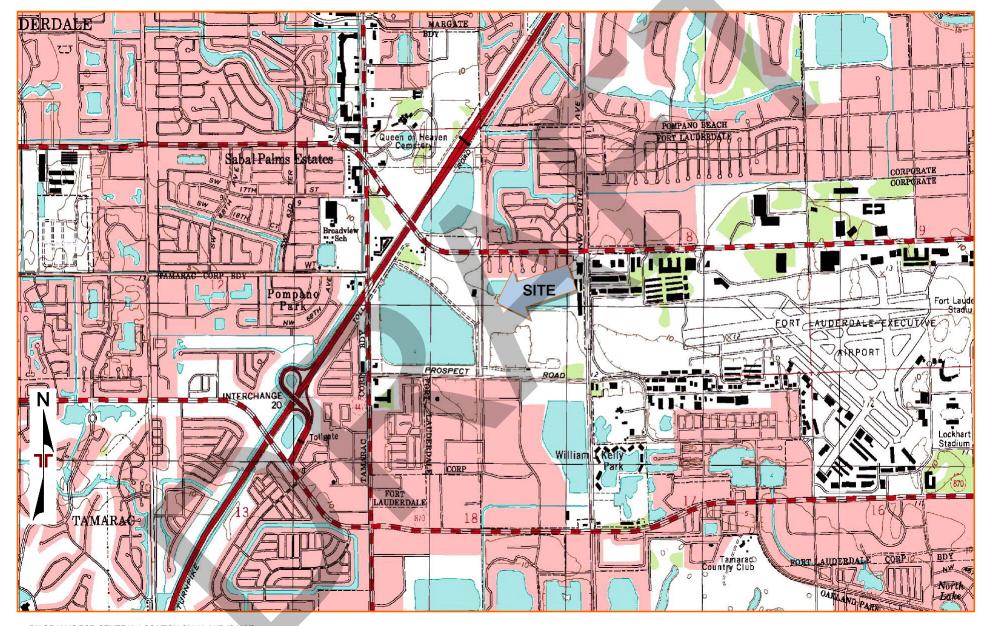


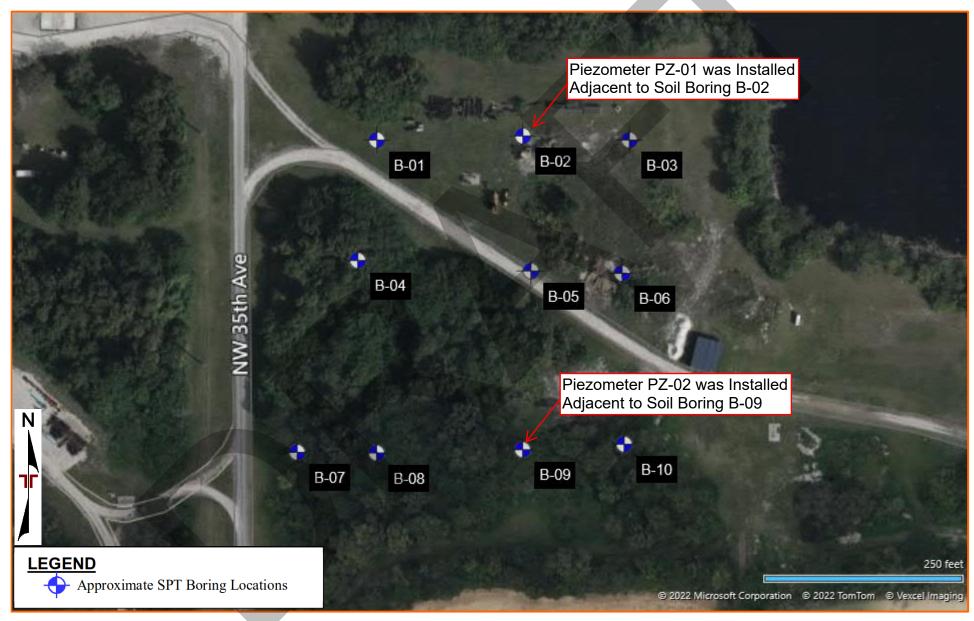
DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY QUADRANGLES INCLUDE: FORT LAUDERDALE NORTH, FL (1/1/1995).

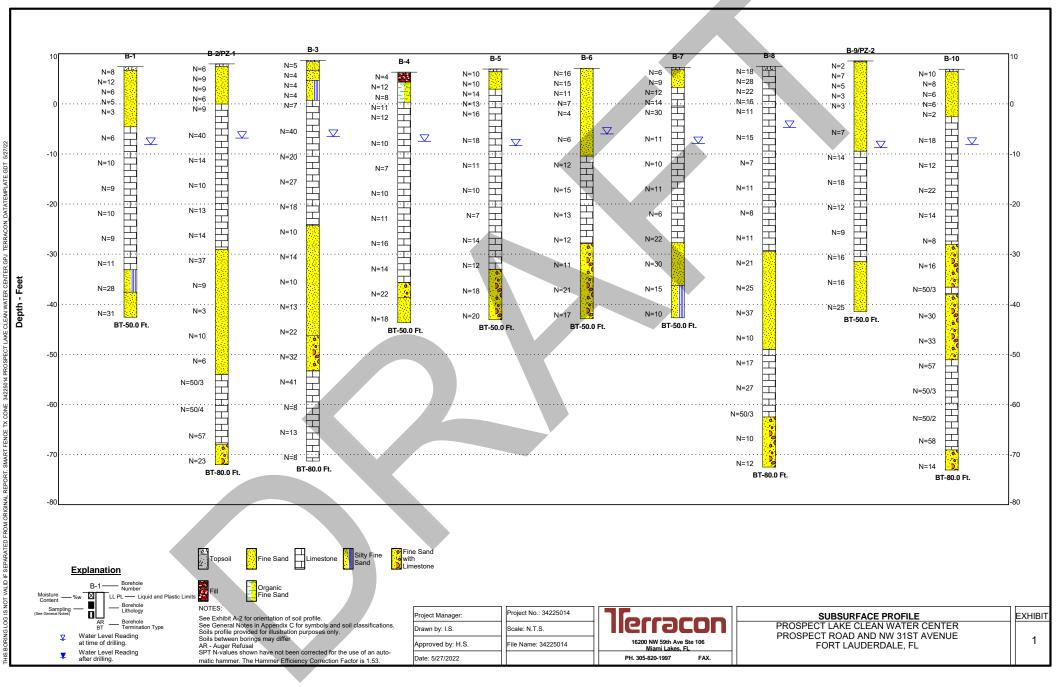
EXPLORATION PLAN

Prospect Lake Clean Water Center ■ Fort Lauderdale, Broward County, Florida May 27, 2022 ■ Terracon Project No. P34225014









BORING LOG NO. B-1							Page	1 of	1		
	PR	OJECT: Prospect Lake Clean Water Center	CLIENT: Kiewi	t Buil	ding	g G	roup, Inc.				
	SIT	E: Prospect Road and NW 31st Avenue Fort Lauderdale, FL		,							
	CLOG	LOCATION See Exploration Plan		(Ft.)	EVEL TIONS	TYPE	EST TS		S F	R T (%)	FINES
	GRAPHICLOG	Latitude: 26.1995° Longitude: -80.1950°	Surface Elev.: 7.42 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
7	۱ ^{۲. ۰} ۲٫	DEPTH 0.7 TOPSOIL (OL), brown, (8" Thick)	ELEVATION (Ft. NAVD)		> 0	S	2-4-4-6				
) - -		FINE SAND (SP), light brown		_		$\langle \rangle$	N=8 6-6-6-6				1.6
				_		\boxtimes	N=12				1.9
				5 -		X	4-3-3-3 N=6				
				_		X	3-3-2-2 N=5				
				10 -		X	2-2-1-1 N=3				
		12.0	-4.5	_							
	П	<u>LIMESTONE</u> , with fine sand, light brown Total loss of drlling fluid at 13 feet					2-3-3				
	Ц	, and the second		15-	∇	×	N=6				
				_							
	\pm		· ·			X	6-6-4				
	\pm			20_			N=10	/			
	\pm			_							
				25-		X	4-3-6 N=9				
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	Д			_ _			4-6-4				
	Т			30_			N=10				
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jþ	\pm			35 -		X	4-5-4 N=9				
	\pm			-			11-5				
				_			4-5-6				
	<u>. </u>	40.5	-33	40_		×	N=11				
ה ס ייי		SLIGHTLY SILTY FINE SAND (SP-SM), light gray		_							
		45.0	-37.5	45		X	8-12-16	;			7.6
		FINE SAND (SP), light gray		45-			N=28				
L CALL				_			10.10.11				
		50.0 Boring Terminated at 50 Feet	-42.5	50-		X	16-13-18 N=31	B 			
		Borng reminated at 50 reet									
		Stratification lines are approximate, In-situ, the transition may be gradual.		Hamn	ner Tyn	ρ. Δι	utomatic				
2		Custinostion into the approximate, it folia, the transition may be gradual.		ıdılil	гуμ	~. Al	aomado				
		cement Method: ary mud drilling and casing		Notes:							
							shown have not t . The Hammer E				
		onment Method: ng backfilled with bentonite grout upon completion									
\vdash		WATER LEVEL OBSERVATIONS		Boring S	Started.	05-10	1-2022	Roring	Completed:	05-10-20	122
	Z	Water Initially Encountered at 15.5'	racon	Drill Rig:				Driller:	*	oo-10 - 2l	,
		16200 NW	59th Ave Ste 106								
: [Mian Mian	ni Lakes, FL	Project I	vo.: 342	ZZ5U1	14	Exhibit	l.		

CAM 23-0159 Exhibit 4 Page 580 of 869

BORING LOG NO. B-2/PZ-1 Page								
PR	OJECT: Prospect Lake Clean Water Center	CLIENT: Kiewi	t Build ka, KS	ling G	roup, Inc.			
SI	E: Prospect Road and NW 31st Avenue Fort Lauderdale, FL		,					
GRAPHICLOG	LOCATION See Exploration Plan Latitude: 26.1995° Longitude: -80.1944°	Surface Elev.: 7.97 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
	DEPTH 0.5	ELEVATION (Ft. NAVD) 7.5	5 - 10		2-3-3-4 N=6 4-4-5-4 N=9 4-4-5-4 N=9 4-3-3-3 N=6 2-3-6-6 N=9 15-20-20 N=40			<u>a</u>
	37.0 FINE SAND (SP), light brown to light gray	-29	35-		5-7-7 N=14	0		
			45-	×	5-5-4 N=9			
	Stratification lines are approximate. In-situ, the transition may be gradual.		Hamme	er Type: A	utomatic			
Rot	cement Method: any mud drilling and casing comment Method: ang backfilled with bentonite grout upon completion		The SPT	nt of Hamn N-values ic hammer	shown have not b	been corrected for fficiency Correction	the use o	f an s 1.5
	WATER LEVEL OBSERVATIONS Water Initially Encountered at 14.8'	stracon	Boring Sta	arted: 05-1	4-2022	Boring Completed:	05-14-20)22
		211	Drill Rig: C	CME 75		Driller: OC		
		Miami Lakes, FL	Project No	o.: 342250	14	Exhibit:		

CAM 23-0159 Exhibit 4 Page 581 of 869

	BORING LOG NO. B-2/P									Page	2 of 2	2
PR	ROJECT:	Prospect Lake Clean Water C	enter	CLIENT: Kiewi Lenex	t Buil	ding	g G	roup, Inc.				
SI	ΓE:	Prospect Road and NW 31st A	venue	Lonox	iu, ric							
907	LOCATIO	See Exploration Plan			t.)	VEL	YPE	TS		υ⊨	(%)	INES
GRAPHIC LOG	Latitude: 26.	1995° Longitude: -80.1944°			DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
GRA	DEPTH			Surface Elev.: 7.97 (Ft.) ELEVATION (Ft. NAVD)	DE	WAT OBSE	SAM	FR		98	CON	PERC
		SAND (SP), light brown to light gray (conti	inued)	ELEVATION (FL NAVD)			X	4-5-5				
					55-			N=10	X			
								4-3-3	٦			
	62.0			-54	60-			N=6	\dashv			
	LIME	STONE, with fine sand, light brown to light	gray				<u></u>	26-50/3"				
					65			20-30/3	\neg			
	_											
					70-		\times	22-50/4"	\dashv			
	76.0			60	75 -		X	23-32-25 N=57				
· · · · · · · · · · · · · · · · · · ·	76.0 FINE	SAND (SP), with limestone fragments, ligh	nt gray	-68	. 1							
	80.0	ng Terminated at 80 Feet		-72	80-		\times	18-10-13 N=23				
	Stratification	un lines are approximate. In situ, the transition may be	gradual		Hamm	nor Typ	ο: Δι	tomatia.				
		on lines are approximate. In-situ, the transition may be	grauuai.		паттт	е тур	e. Al	ıtomatic				
Rot	cement Methodary mud drillin	g and casing od:			Notes:							
Bor		with bentonite grout upon completion										
$\overline{\nabla}$		ER LEVEL OBSERVATIONS itially Encountered at 14.8'		acon I	Boring St					Completed:	05-14-20)22
Aband				th Ave Ste 106	Drill Rig: Project N				Oriller: Exhibit:			

	BORII	NG LOG NO. B-	3				Pag	je 1 of	2
PF	OJECT: Prospect Lake Clean Water Center	CLIENT: Kiewi	it Buil xa, K	ding	j G	roup, Inc.			
SI	TE: Prospect Road and NW 31st Avenue Fort Lauderdale, FL								
GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 26.1995° Longitude: -80.1940°	Surface Elev.: 8.71 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
 - 	DEPTH 0.3.△\ TOPSOIL (OL) , brown, (3" Thick)	ELEVATION (Ft. NAVD) /\8.5		- 0	() ()	1-2-3-3			Δ.
	2.0 FINE SAND (SP), light gray	6.5			\triangle	N=5			
	FINE SAND (SP), trace organics, brown	4.5			Х	3-2-2-2 N=4	0.7	5.4	3
	SLIGHTLY SILTY FINE SAND (SP-SM), trace organics, bi		5 -		X	2-2-2-2 N=4 2-2-2-1	0.7	4.6	5
	8.0 LIMESTONE, with fine sand, light brown	0.5	10-		\Diamond	N=4 3-3-4-4 N=7			
			-						
			15 <u>-</u>	$\overline{\mathbf{Z}}$	\times	17-25-15 N=40			
			7	1					
			-		X	8-10-10			
H			20-			N=20			
			_		>				
			05		X	7-12-15			
			25-			N=27			
			_						
				} }	X	8-10-8			
			30-	1		N=18			
	33.0	-24.5	_						
	FINE SAND (SP), light brown to light gray		35-		X	8-5-5 N=10			
			40-		X	4-6-8 N=14			
			-		\times	4-5-5			
			45-			N=10			
			50-		X	5-5-8 N=13			
	Stratification lines are approximate. In-situ, the transition may be gradual.		Hamn	ner Type	e: Aı	utomatic			
	,,, g			,,,					
	cement Method: ary mud drilling and casing			PT N-val		shown have not b . The Hammer Eff			
	onment Method: ing backfilled with bentonite grout upon completion								
	WATER LEVEL OBSERVATIONS		Boring S	started:	05-13	3-2022 E	Boring Completed	d: 05-13-2	022
	Water Initially Encountered at 15.2'	stacon	Drill Rig				Oriller: OC		
	1	6200 NW 59th Ave Ste 106							
· L		Miami Lakes, FL	Project I	No.: 342	22501	14 E	Exhibit: CAM 23-01	7 0	

	E	OG NO. B-3	3			Pa	ge 2 of	2	
P	ROJECT: Prospect Lake Clean Water C	enter	CLIENT: Kiewi	t Buildin	g Gr	oup, Inc.			
S	TE: Prospect Road and NW 31st A Fort Lauderdale, FL	venue		,					
90	LOCATION See Exploration Plan			(: YEL	'PE	F.O		(%	VES
GRAPHIC LOG	Latitude: 26.1995° Longitude: -80.1940°			DEPTH (Ft.) WATER LEVEL	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT	WATER CONTENT (%)	PERCENT FINES
SRAP			Surface Elev.: 8.71 (Ft.)	DEP1	4MPL	RES	ORO	, WOX	RCE
,	DEPTH		ELEVATION (Ft. NAVD)	> 5	S/				8
	FINE SAND (SP), light brown to light gray (continues)		-46.5	55		10-10-12 N=22			
	FINE SAND (SP), with limestone fragments, ligh	t gray							
						15-15-17			
	<u>(</u>			60_		N=32			
	<u>LIMESTONE</u> , with fine sand, light gray		-53.5	\exists					
				65	X	12-18-23			
				65		N=41	\dashv		
				70	X	5-5-3 N=8			
				1					
户				4		3-5-8			
				75-		N=13	_		
	80.0 Boring Terminated at 80 Feet		-71.5	80	\square	5-5-3 N=8			
DET TANTE OF TROM ON	Stratification lines are approximate. In-situ, the transition may be	gradual.		Hammer Ty	pe: Au	tomatic			
	ncement Method: tary mud drilling and casing			Notes:					
	donment Method: ring backfilled with bentonite grout upon completion								
	WATER LEVEL OBSERVATIONS	75		Boring Started	l: 05-13	-2022 E	Boring Complete	ed: 05-13-2	022
	Water Initially Encountered at 15.2'			Drill Rig: CME	75		Oriller: OC		
2			th Ave Ste 106 akes, FL	Project No.: 3	422501	4 E	Exhibit:		

	ВО	RING LOG NO. B-	4					Page	1 of 1	1
PR	OJECT: Prospect Lake Clean Water Cente	er CLIENT: Kiew Lene	/it Bui exa, K	lding S	g G	roup, Inc.				
SIT	E: Prospect Road and NW 31st Aven Fort Lauderdale, FL	ue	•							
90	LOCATION See Exploration Plan			EL SNS	PE	F.			(%	NES
GRAPHICLOG	Latitude: 26.1991° Longitude: -80.1950°		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
RAPI		Surface Elev.: 6.34 (Ft.) EPT	ATER SER\	MPL	TELD		ORG CON (%	WA.	RCEN
9 9	DEPTH	ELEVATION (Ft. NAVD)		8 ⊗	SA				ŏ	PEF
	0.2_\TOPSOIL (OL), brown, (2" Thick)	4	Ø _		X	1-2-2-3 N=4				
	PILL - LIMEROCK (GP), with fine sand, light brown ORGANIC FINE SAND (OL), slightly silty, brown	/				5-6-6-7				
<u> </u>			5 -		\Rightarrow	N=12 5-5-3-2	\dashv	7.0	28.0	10
	6.0 LIMESTONE, with fine sand, light brown	0	.5		\Rightarrow	N=8 5-5-6-6	\rightarrow	1.0	20.0	
	, ,				\Diamond	N=11 6-7-5-6				
			10-	1	X	N=12				
			-							
						4-5-5				
			15-			N=10				
			-							
					\searrow	4-3-4				
			20-			N=7				
			-							
					X	3-5-5				
			25-			N=10				
			-							
			30-		X	5-5-6 N=11				
			30 -	-		IN-11				
			_							
į			35-		\times	9-8-8 N=16				
			-							
			-			6-6-8				
			40-	-	X	N=14				
	42.0 FINE SAND (SP), with limestone fragments, light brown	-35	.5							
; o (\setminus	10-10-12	2			
	45.0 FINE SAND (SP), light brown to light gray	-38	45-			N=22				
			-							
	50.0	-43	.5 -0		X	8-8-10				
5	Boring Terminated at 50 Feet		50-			N=18	-			
	Stratification lines are approximate. In-situ, the transition may be gradua	al.	Hamı	ner Typ	e: Aı	I utomatic				
			_							
	ement Method: iry mud drilling and casing		Notes:		ا عمالا	shown have not b	neen co	rrected for th	ne use of	fan
						. The Hammer E				
	onment Method: ng backfilled with bentonite grout upon completion									
	WATER LEVEL OBSERVATIONS		Boring S	Started [.]	05-14	1-2022	Borina (Completed:	05-16-20)22
	Water Initially Encountered at 13.8'	Jerracon	Drill Rig				Driller: (-		
2	"	16200 NW 59th Ave Ste 106	—							
·		Miami Lakes, FL	Project	No.: 342	2250°	14	Exhibit:	vi 23-015	9	

								Page	1 of 1	I			
ĺ	PR	OJECT: Prospect Lake	e Clean Water Ce	enter	CLIENT: Kiewi Lenex	t Buil	ding	j Gı	roup, Inc.				
	SIT	E: Prospect Road Fort Lauderda	d and NW 31st A	venue	201107	, 110							
7	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 26.1991° Longitude: -80.1944	\$ °		Surface Elev.: 6.95 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	PIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
21120	.1.V1	DEPTH 0.5_\TOPSOIL (OL), brown, (6	" Thick)		ELEVATION (Ft. NAVD) 6.5	_		$\stackrel{\circ}{\nabla}$	4-5-5-6	;			ш.
ָ פַּ		FINE SAND (SP), light bro				_		\Diamond	N=10 5-5-5-6				
		4.0 LIMESTONE, with fine sa	nd, light brown		3	5		\Diamond	N=10 6-7-7-6 N=14 6-6-7-6				
7						10—		\Diamond	N=13 7-8-8-6 N=16	i			
COLD LEIVIN						15	abla	X	7-8-10 N=18				
I LIN OLINILL						20-		\times	5-5-6 N=11				
									5-5-5				
L C I LANE						25-		X	N=10				
200141002						30-		\times	5-4-3 N=7				
O WELL 342						35_		X	13-8-6 N=14				
ואואו בספיוא		40.0 FINE SAND (SP), with lim	estone fragments, ligh	t brown to light gray	-33	40-		\times	5-5-7 N=12				
OIVI. GEO GI	0 (,		- - 45		\times	8-8-10 N=18				
אין אראווטואל	000	50.0			-43	- - - 50-		\times	6-8-12 N=20				
		Boring Terminated at 50											
5		Stratification lines are approximate.	n-situ, the transition may be	gradual.		Hamm	ner Typ	e: Au	tomatic				
ו עבווט וו	Rota	cement Method: ary mud drilling and casing							shown have not l The Hammer E				
2000		onment Method: ng backfilled with bentonite grout upon											
I O L	$\overline{\nabla}$	WATER LEVEL OBSERV Water Initially Encountered a		Torr		Boring S	tarted:	05-17	7-2022	Boring	Completed: (05-17-20	22
חטם מ		Trator minary Encountered a		16200 NIM 50		Drill Rig:	CME 7	75		Driller:	OC		
≟ [16200 NW 59 Miami Li	th Ave Ste 106 akes, FL	Project N	lo.: 342	22501	4	Exhibit	t:	_	

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BORING LOG NO. B-6									1 of 1	1
PI	ROJECT: Prospect Lake Clean Water Center	CLIENT: Kiewi	it Buil	ding	j Gi	roup, Inc.				
SI	TE: Prospect Road and NW 31st Avenue Fort Lauderdale, FL		na, rec							
POC	LOCATION See Exploration Plan		-t.)	VEL	YPE	ST		οF	(%)	INES
GRAPHIC LOG	Latitude: 26.1990° Longitude: -80.1940°		DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
GR	DEPTH	Surface Elev.: 7.1 (Ft.) ELEVATION (Ft. NAVD)	□	WA	SAN				8	PER
	FINE SAND (SP), light gray to light brown		-		\nearrow	6-8-8-9 N=16 7-8-7-6				
			5 -		\Diamond	N=15 6-6-5-6	7			
			-		\forall	N=11 4-4-3-5 N=7	\dashv			
			10-		X	2-2-2-2 N=4				
			-							
			15-		X	4-3-3 N=6				
	17.5		-							
	LIMESTONE, with fine sand, light brown		20-		X	2-5-7 N=12				
			_				,			
	\		25-		X	10-3-12 N=15				
			_				,			
			30-		X	17-5-8 N=13				
			_				,			
	35.0 FINE SAND (SP), with limestone fragments, light brown	-28	35 -		X	5-5-7 N=12				
	PINE SAND (SP), With innestone fragments, light brown		_							
			40-		X	5-5-6 N=11				
			_							
			45-		X	9-9-12 N=21				
0	· · · · · · · · · · · · · · · · · · ·		_							
		-43	50 <u></u>		X	6-9-8 N=17				
	Stratification lines are approximate. In-situ, the transition may be gradual.		Hamn	ner Type	e: Au	tomatic			l	
	ncement Method: tary mud drilling and casing		Notes:	· · · ·						
						shown have not b The Hammer Ef				
	donment Method: ring backfilled with bentonite grout upon completion									
$\overline{\nabla}$	WATER LEVEL OBSERVATIONS Water Initially Encountered at 13.1'	cracon	Boring S			2-2022	Boring	Completed:	05-13-20)22
		200 NW 59th Ave Ste 106	Drill Rig:				Driller:			
<u> </u>	102	Miami Lakes, FL	Project N	No.: 342	22501	4	Exhibit	:		

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								Page	1 of ′	1		
	PR	OJECT: Prospect Lake Clean V	Vater Center	CLIENT: Kiewi Lenex	t Buil	ding	Gı	roup, Inc.				
	SIT	TE: Prospect Road and NW Fort Lauderdale, FL	31st Avenue	Leney	ια, ττι							
7	GRAPHICLOG	LOCATION See Exploration Plan Latitude: 26.1984° Longitude: -80.1953°		Surface Elev.: 7.3 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
31212	.4.V1	DEPTH 0.5_\TOPSOIL (OL), brown, (6" Thick)		ELEVATION (Ft. NAVD)			X	2-3-3-4 N=6				
ה.פטו		FINE SAND (SP), light brown 4.0		3.5	4			4-4-5-3 N=9				
MITCA		LIMESTONE , with slightly-silty fine sar	nd, light brown		5 -		X	5-6-6-5 N=12				9
		8.0 LIMESTONE, with fine sand, light brow	N/O	-0.5	_	-	\searrow	5-6-8-10 N=14				
L NOOKU		LIMESTONE, With time sand, light brow	VII		10-		X	13-15-15-1 N=30	10			
-IN.GP.0 IEI					15-		X	7-5-6 N=11				
TIEN CENT					20-		X	4-5-5 N=10				
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					_							
LANE OLL					25-		X	5-5-6 N=11				
14 PAUSPEU					30-		\times	4-3-3 N=6				
ELL 342230		35.0		-27.5	- - 35-		X	13-12-10 N=22)			
LOG-NO N		FINE SAND (SP), light brown to light g	ray		- - -			8-12-18				
INAMIN OUR		43.5		-36	40-		\wedge	N=30				
. NELONI.		SLIGHTLY SILTY FINE SAND (SP-SM	<u>M</u> , light brown to light gray		45 -		X	5-7-8 N=15				
NIGIINAL NIGIINAL		50.0		-42.5			\times	3-5-5				5.8
		Boring Terminated at 50 Feet		12.0	50-			N=10	7			
		Stratification lines are approximate. In-situ, the transi	ition may be gradual		Llamm	or Tues	Λ.	tamatia				
777		Straumcauori intes are approximate, irrestitu, trie transi	morr may be gradual.		Панн	е тур	e. Au	tomatic				
I VALID IT S		cement Method: ary mud drilling and casing						shown have not b The Hammer Ef				
2000		onment Method: ng backfilled with bentonite grout upon completion										
LINGE	$\overline{\nabla}$	WATER LEVEL OBSERVATIONS Water Initially Encountered at 15.2'		acon	Boring S					Completed: (05-12-20	22
				th Ave Ste 106	Drill Rig:			-	Driller: (
: [Miami L	akes, FL	Project N	vo.: 342	:∠501	4 E	Exhibit:			

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								Page	1 of 2	2	
PF	OJECT: Prospect Lake Clean Water C	enter	CLIENT: Kiewit	t Buil	ding	Gr	oup, Inc.				
SI	E: Prospect Road and NW 31st A	venue	Londa	ια, ττο							
GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 26.1984° Longitude: -80.1950°		Surface Elev.: 7.51 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
3 1/2· · · · · · · · · · · · · · · · · · ·	DEPTH 0.8 TOPSOIL (OL), brown, (9" Thick) LIMESTONE, with fine sand, light brown		ELEVATION (Ft. NAVD) 6.5	5			3-8-10-1: N=18 12-15-13- N=28 12-10-12- N=22 10-8-8-7 N=16 5-6-5-3 N=11	13			
				10-	∇		8-7-8 N=15				
				20-		X	5-3-4 N=7 5-5-6 N=11				
	37.0		-29.5	30-		X	6-5-3 N=8 4-5-6 N=11				
	FINE SAND (SP), light brown to light gray			40-		X	6-8-13 N=21 8-10-15 N=25				
	Stratification lines are approximate. In-situ, the transition may be	gradual		50— ———————————————————————————————————	nor Tyro	a: Au	13-17-20 N=37 tomatic)			
Rot	cement Method: ary mud drilling and casing conment Method: ng backfilled with bentonite grout upon completion	grauudi.		Notes:	T N-val	ues s	shown have not b The Hammer E	peen co	orrected for the	ie use of Factor is	f an s 1.5
$\overline{\nabla}$	WATER LEVEL OBSERVATIONS Water Initially Encountered at 12.2'		3CAD	Boring S Drill Rig:				Boring Driller:	Completed: ()5-12-20	122
		Miami L		Project N	lo.: 342	2501	4	Exhibit	:	_	

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	i	OG NO. B-8	3					Page	2 of 2	2			
PF	OJECT: Prospect Lake Clean Water C	enter	CLIENT: Kiewi	t Buil	ding	Gı	roup, Inc.						
SI	TE: Prospect Road and NW 31st A Fort Lauderdale, FL	venue	Lonox	ia, ric									
GRAPHICLOG	LOCATION See Exploration Plan Latitude: 26.1984° Longitude: -80.1950°		Surface Elev.: 7.51 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	PIELD TEST RESULTS	ORGANIC	CONTENT (%)	WATER CONTENT (%)	PERCENT FINES		
	FINE SAND (SP), light brown to light gray (continue) 56.5 LIMESTONE, with fine sand, light brown to light	•	ELEVATION (Ft. NAVD) -49	55			8-5-5 N=10				ш_		
				65		X	5-7-10 N=17 13-15-12 N=27						
	70.0 FINE SAND (SP), with limestone fragments, ligh	nt gray	-62.5	70		~	50/3"						
				75 -		X	8-5-5 N=10						
	Boring Terminated at 80 Feet		-72.5	80		\times	5-7-5 N=12						
	Stratification lines are approximate. In-situ, the transition may be	gradual.	-	Hamm	ner Type	e: Au	itomatic	•					
Rot	cement Method: any mud drilling and casing onment Method: ing backfilled with bentonite grout upon completion			Notes:									
	WATER LEVEL OBSERVATIONS Water Initially Encountered at 12.2'	76	3605	Boring S	tarted: (05-11	I-2022 B	oring Con	npleted: (05-12-20	22		
	Water Initially Encountered at 12.2'			Drill Rig:	CME 7	5	D	riller: OC					
=		16200 NW 59th Ave Ste 106 Miami Lakes, FL					Project No.: 34225014 Exhibit:						

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								Page	1 of '	1	
ľ	PR	OJECT: Prospect Lake Clean Water Center	CLIENT: Kiewi Lene	t Buil	ding	j Gi	roup, Inc.				
	SIT	E: Prospect Road and NW 31st Avenue Fort Lauderdale, FL		,							
	LOG	LOCATION See Exploration Plan		Ft.)	VEL	rype	ST		으누	ج (%)	-INES
	GRAPHIC LOG	Latitude: 26.1984° Longitude: -80.1944°	Surface Elev.: 8.57 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
77/12		DEPTH 0.2.\\TOPSOIL (OL), brown, (2" Thick)	ELEVATION (Ft. NAVD)		W OBS	SAI	1-1-1-1			8	PEF
, in the second		FINE SAND (SP), light brown		_	4	\Diamond	N=2 3-3-4-4				
ביי בייוני				5 -		\Diamond	N=7 3-3-2-2				
				-		\boxtimes	N=5 2-1-2-2 N=3				
				_ 10 _		X	2-2-1-2 N=3				
				_	4		•				
				_ 15 _		X	3-3-4 N=7				
LIN ICIN		18.0	-9.5	=	\Box						
		LIMESTONE, with fine sand, light brown		20-		X	6-6-8 N=14				
				_							
7				25-		X	7-8-10 N=18				
	\perp			_							
				30-		\times	7-6-6 N=12				
142230				_ 							
				35-		X	8-4-5 N=9				
				_ 							
		40.0 FINE SAND (SP), light gray	-31.5	40		\times	10-8-8 N=16				
				_ _							
				45_		\times	7-8-8 N=16				
וואער ואר				_ _							
		50.0 Boring Terminated at 50 Feet	-41.5	50-		\times	10-12-13 N=25	3			
2											
		Stratification lines are approximate. In-situ, the transition may be gradual.		Hamm	ner Typ	e: Au	utomatic			•	
7		sement Method: any mud drilling and casing		Notes:	PT N-va	lues s	shown have not b	oeen c	orrected for th	ne use o	f an
7 /	hand	onment Method:					. The Hammer E				
		ng backfilled with bentonite grout upon completion									
	_	WATER LEVEL OBSERVATIONS Water Initially Encountered at 17.3'	racon	Boring S					Completed: (05-12-20)22
		16200 1	NW 59th Ave Ste 106	Drill Rig:				Driller: Exhibit			
: L		N	liami Lakes, FL	Project N	νυ.: 342	22001	14		l.		

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		В	ORING LO	OG NO. B-1	0					Page	1 of 2	2
	PR	OJECT: Prospect Lake Clean Water Co	enter	CLIENT: Kiewi	t Buil	ding	j Gr	roup, Inc.				
	SIT	ΓΕ: Prospect Road and NW 31st A Fort Lauderdale, FL	venue	Lenex	ia, ric							
7	GRAPHICLOG	LOCATION See Exploration Plan Latitude: 26.1985° Longitude: -80.1940°		Surface Elev.: 6.93 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS		ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
7 17 14	<i>I</i> , · . ∖\	DEPTH 0.5 ^ TOPSOIL (OL) , brown, (6" Thick)		ELEVATION (Ft. NAVD) 6.5	_		X	1-6-4-6 N=10				1.3
A LA LEIMPLA LE GDI		FINE SAND (SP), light brown			5 -			6-4-4-4 N=8 3-3-3-3 N=6 3-3-3-4 N=6 2-1-1-3				1.5
		9.5 LIMESTONE, with fine sand, light brown		-2.5	10_			N=2				
					15		\times	6-8-10 N=18				
					20-		X	10-7-5 N=12				
					25-		X	16-12-10 N=22)			
7523014170331					30		\times	20-8-6 N=14	,			
	0.0	35.0 FINE SAND (SP), with limestone fragments, light	t brown	-28	35—		\times	5-4-4 N=8				
					40		X	7-8-8 N=16				
		43.5 45.0 LIMESTONE, with fine sand, light brown		-36.5 -38	45 -		~	50/3"				
FROW CINICIIAAL INC.		FINE SAND (SP), with limestone fragments, light	t gray		50-		\times	12-15-15 N=30	5			
<u> </u>		Stratification lines are approximate. In-situ, the transition may be	gradual.		Hamm	l ner Typ	e: Au	tomatic				
	Rota	cement Method: ary mud drilling and casing comment Method: ing backfilled with bentonite grout upon completion						shown have not b The Hammer Et				
		WATER LEVEL OBSERVATIONS	75		Boring S	tarted:	05-10)-2022	Borina	Completed: (05-11-20)22
	Z_	Water Initially Encountered at 15.0'	llerr	acon	Drill Rig:				Driller:	•		•
2				th Ave Ste 106 akes, FL	Project N	lo.: 342	22501	4	Exhibit	t:		

CAM 23-0159 Exhibit 4 Page 592 of 869

	E	BORING LO	OG NO. B-1	0			Page	2 of 2	2
PR	OJECT: Prospect Lake Clean Water C	enter	CLIENT: Kiewi	t Buildin	g Gro	up, Inc.			
SIT	E: Prospect Road and NW 31st A	venue	Lonox						
90	LOCATION See Exploration Plan			t) /EL ONS	/PE	TO S	υ E	(%)	NES
GRAPHICLOG	Latitude: 26.1985° Longitude: -80.1940°			DEPTH (Ft.) WATER LEVEL OBSERVATIONS	SAMPLE TYPE	FIELD TEST RESULTS	ORGANIC CONTENT (%)	WATER CONTENT (%)	PERCENT FINES
GRA	DEDTU		Surface Elev.: 6.93 (Ft.)	DEF WATI	SAME	문문	90	CON	PERC
	FINE SAND (SP), with limestone fragments, light	nt gray (continued)	ELEVATION (Ft. NAVD)			13-15-18			
				55		N=33	_		
	58.0 LIMESTONE, with fine sand, light brown		-51			23-25-32			
				60_		N=57			
				_					
				65		43-50/3"	_		
				47					
				70-		50/2"			
				70					
				4		43-35-23			
	76.0 FINE SAND (SP), with limestone fragments, light	ot aray	-69	75-		N=58	_		
0	FINE SAND (SF), WILL IIII ESTOTE TRAGITIETIS, TIGI	it gray		-		0.00			
	80.0 Boring Terminated at 80 Feet		-73	80	H.	6-6-8 N=14	_		
	Stratification lines are approximate. In-situ, the transition may be	gradual.		Hammer Ty	pe. Autor	natic			
Rota	rement Method: any mud drilling and casing			Notes:					
	onment Method: ng backfilled with bentonite grout upon completion								
	WATER LEVEL OBSERVATIONS Water Initially Encountered at 15.0'	75	3665	Boring Started	: 05-10-20	022 Bori	ng Completed:	05-11-20	22
	water initially Encountered at 15.0			Drill Rig: CME	75	Drill	er: OC		
			th Ave Ste 106 akes, FL	Project No.: 34	1225014	Exh	ibit: CAM 23-015	-	

LABORATORY TEST RESULTS -SUMMARY OF LABORATORY TEST RESULTS -SIEVE RESULTS

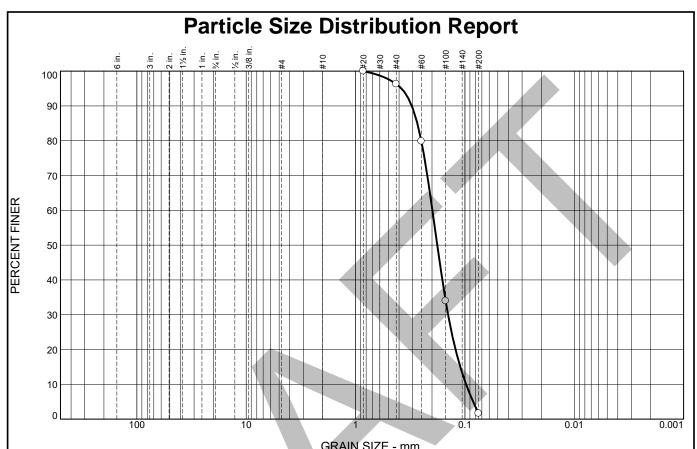
SUMMARY OF LABORATORY TEST RESULTS PROSPECT LAKE CLEAN WATER CENTER NORTH OF THE INTERSECTION OF PROSPECT ROAD AND NE 35th AVENUE FORT LAUDERDALE, BROWARD COUNTY, FLORIDA TERRACON PROJECT NO. 34225014

Laboratory Tests

DODING	DEDTU	ODCANIC	MOISTURE	FINES		GRADAT	ION
BORING NO.	DEPTH (FT)	ORGANIC CONTENT (%)	MOISTURE CONTENT (%)	FINES CONTENT (%)	FINES (%)	SAND (%)	GRAVEL (%)
B-1	8" – 2				1.6	98.4	0
B-1	2 – 4				1.9	98.1	0
B-1	43.5 – 45				7.6	92.4	
B-3	3 – 4	0.7	5.4	3			
B-3	4 – 6	0.7	4.6	5			
B-4	4 – 6	7.0	28	10			
B-7	4 – 6			9			
B-7	48.5 – 50				5.8	94.2	0
B-10	6" – 2				1.3	98.7	0
B-10	2 – 4				1.5	98.5	0

Corrosion Tests

Location	Depth (feet)	рН	Chlorides, (ppm)	Sulfates, (ppm)	Resistivity,	Substructure Environmental Classification		
	(leet)		(ppiii)	(ррііі)	(Onni-Citi)	Steel	Concrete	
Boring B-4	2-8	6.72	25	66	3,800	Moderately Aggressive	Slightly Aggressive	
Boring B-6	2-8	9.00	15	Below Detection	14,000	Slightly Aggressive	Slightly Aggressive	



					<u> JRAIN SIZE -</u>	· [[[[[]]		
0/ - 211		% Gra	vel	% Sand			% Fines	
	% +3"	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
	0.0	0.0	0.0	0.0	3.7	94.7	1.6	

SIEVE	PERCENT	SPEC.*	PASS?
SIZE	FINER	PERCENT	(X=NO)
#20	100.0		
#40	96.3		
#60	79.8		
#100	34.0		
#200	1.6		

		Material Description	
		Attack and limits	
P	PL= NP	Atterberg Limits LL= NV	PI=
	0 ₉₀ = 0.3059 0 ₅₀ = 0.1789 0 ₁₀ = 0.0975	$\begin{array}{c} \underline{\text{Coefficients}} \\ \text{D}_{85} = \ 0.2724 \\ \text{D}_{30} = \ 0.1425 \\ \text{C}_{u} = \ 2.03 \end{array}$	D ₆₀ = 0.1982 D ₁₅ = 0.1102 C _c = 1.05
L	JSCS= SP	Classification AASHTO=	A-3
		<u>Remarks</u>	

* (no specification provided)

Sample Number: B-1 Depth: 8"-2'

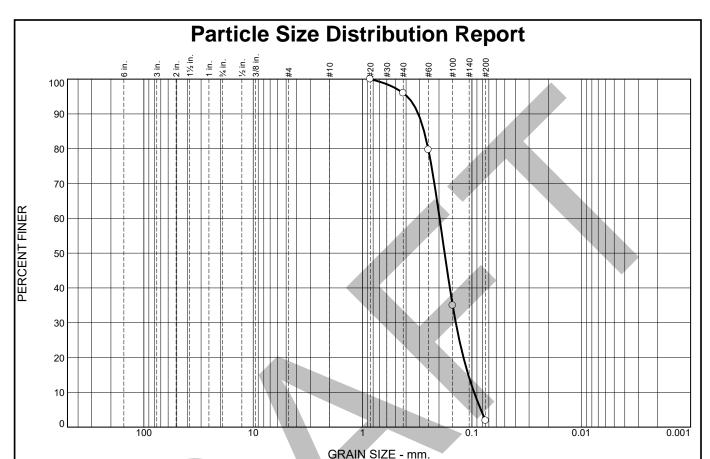
EVERGREEN TESTING, INC.
A Terracon Company
Watervliet, NY

Client: Kiewit Building Group, Inc.

Project: Prospect Lake Clean Water Center

Project No: 34225014 Figure

Date: 5/12/2022



% +3	, "	% G	ravel		% San	d	% Fines	
% + 3	<u>'</u>	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0		0.0	0.0	0.0	4.0	94.1	1.9	
SIEVE PERCEN		T SPEC				<u>Mater</u>	ial Description	

SIEVE	PERCENT	SPEC.*	PASS?
SIZE	FINER	PERCENT	(X=NO)
#20	100.0		
#40	96.0		
#60	79.7		
#100	35.0		
#200	1.9		
		_	

		<u>IV</u>	ateriai Descr	<u>ірноп</u>		
1						
Pl	_= NP		Atterberg Lir LL= NV	<u>mits</u>	PI=	
De Di Di	90= 0.3 50= 0.1 10= 0.0	091 776 955	Coefficient D ₈₅ = 0.2738 D ₃₀ = 0.1404 C _u = 2.07		D ₆₀ = 0.1973 D ₁₅ = 0.1079 C _c = 1.05	
U	SCS=	SP	Classification AA	<u>on</u> SHTO=	A-3	
			Remarks			

* (no specification provided)

Sample Number: B-1 Depth: 2'-4'

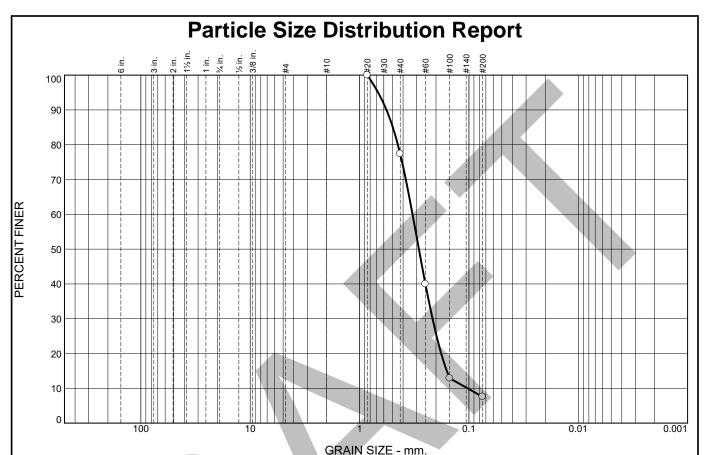
Date: 5/12/2022

EVERGREEN TESTING, INC.
A Terracon Company
Watervliet, NY

Client: Kiewit Building Group, Inc.

Project: Prospect Lake Clean Water Center

Project No: 34225014 Figure



% +3"	9/ - 2"	% G	ravel		% Sand	% Sand % Fines		
	% +3	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
	0.0	0.0	0.0	0.0	22.6	69.8	7.6	

	SIEVE	PERCENT	SPEC.*	PASS?
	SIZE	FINER	PERCENT	(X=NO)
	#20	100.0		
	#40	77.4		
	#60	40.0		
	#100	12.9		
	#200	7.6		
7				
	*			
	(no spe	ecification provided	1)	

277 595

Sample Number: B-1 **Depth:** 43.5'-45'

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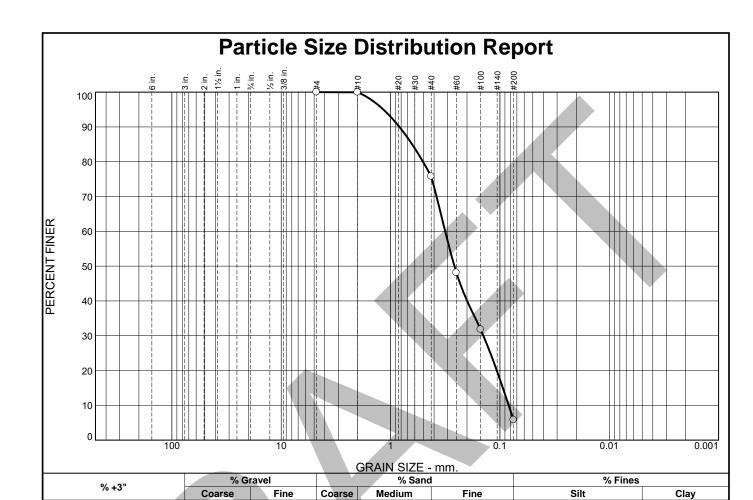
Client: Kiewit Building Group, Inc.

Project: Prospect Lake Clean Water Center

Project No: 34225014

Figure

Date: 5/12/2022



Ι,					\ _			
	SIEVE	PERCENT	SPEC.*	PASS?	- 1	<u>N</u>	Naterial Description	
	SIZE	FINER	PERCENT	(X=NO)	- 1		-	
	#4	100.0						
	#10	99.9						
	#40	75.8					Atterhera Limits	
	#60	48.1				PL= NP	Atterberg Limits LL= NV	PI=
	#100	31.8						
	#200	5.8				D - 0.9304	<u>Coefficients</u>	D = 0.2165
						D ₅₀ = 0.8294	D85= 0.6348 Dao= 0.1416	$D_{46} = 0.3165$ $D_{46} = 0.0940$
T I						$D_{10} = 0.0831$	D ₈₅ = 0.6348 D ₃₀ = 0.1416 C _u = 3.81	$C_{c} = 0.76$
						10		O
						USCS= SP-SM	Classification AASHTO=	Δ_3
						0000- 31-3M	AAOITIO-	A-3
							<u>Remarks</u>	
					L			
	(no spe	ecification provided)					

24.1

0.1

0.0

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Depth: 48.5'-50'

0.0

Sample Number: B-7

0.0

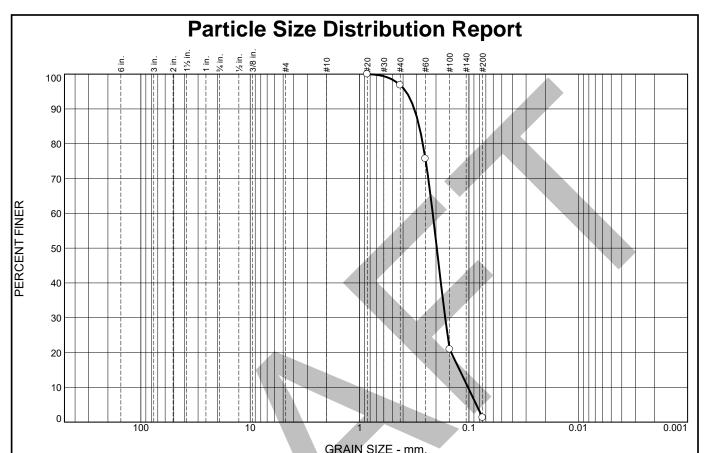
Client: Kiewit Building Group, Inc. **Project:** Prospect Lake Clean Water Center

Project No: 34225014 Figure

70.0

Date: 5/12/2022

5.8



								<u> </u>	V III V CIZE	1111111		
0/ - 2 !!			% G	rave	l	Y		% Sand	d	% Fines		
	% +3"			Coarse		Fine	Coarse		Medium	Fine	Silt	Clay
	0.0			0.0		0.0	0.0		3.2	95.5	1.3	
	SIEVE	PERCEN	T	SPEC	*	PASS	3?	Γ		Mater	ial Description	

	SIEVE	PERCENT	SPEC.*	PASS?
	SIZE	FINER	PERCENT	(X=NO)
	#20	100.0		
	#40	96.8		
	#60	75.7		
	#100	20.9		
	#200	1.3		
4				
,	* /	difference amoraidad	`	

	Material Description	<u>//11</u>
PL= NP	Atterberg Limits LL= NV	PI=
D ₉₀ = 0.3157 D ₅₀ = 0.1965 D ₁₀ = 0.1019	Coefficients D85= 0.2847 D30= 0.1648 Cu= 2.10	D ₆₀ = 0.2142 D ₁₅ = 0.1216 C _c = 1.24
USCS= SP	Classification AASHT	O= A-3
	<u>Remarks</u>	

* (no specification provided)

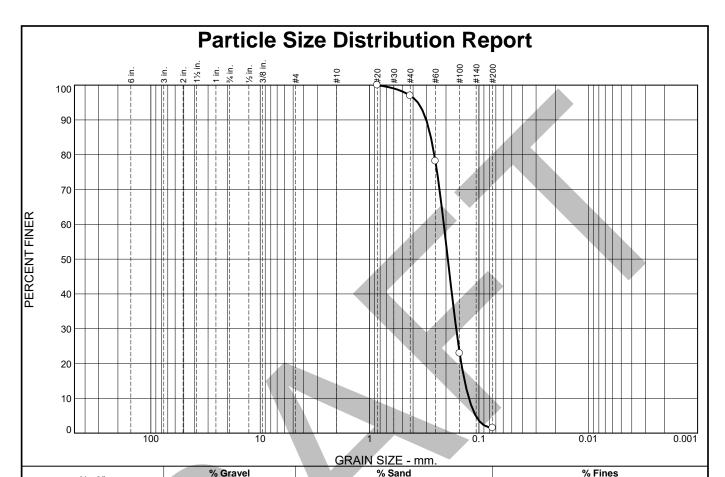
Sample Number: B-10 Depth: 6"-2'

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Watervliet, NY

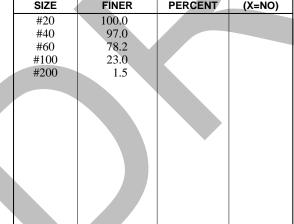
Client: Kiewit Building Group, Inc. **Project:** Prospect Lake Clean Water Center

Project No: 34225014 Figure

Date: 5/12/2022



% +3"		/o Gra	ivei			Sanu			/0 I IIIC3		
	% +3	"	Coarse	Fine	Coarse	Mediu	m	Fine	Silt		Clay
	0.0		0.0	0.0	0.0	3.0		95.5		1.5	
	SIEVE	PERCENT	SPEC.*	PASS	?			<u>Materi</u>	al Description		
	SIZE	FINER	PERCEN	T (X=NC	o)				-		
	#20	100.0									
	#40	97.0				ĺ					
	#60	78.2						A44-			
	#100	23.0				_D	_= NP		<u>rberg Limits</u> = NV	PI=	
	#200	1.5			- 1	[F	INF	LL-	- 14 A	1 1-	



PL= NP	Atterberg Limits LL= NV	PI=
D ₉₀ = 0.3032 D ₅₀ = 0.1923 D ₁₀ = 0.1234	Coefficients D ₈₅ = 0.2748 D ₃₀ = 0.1613 C _u = 1.70	D ₆₀ = 0.2093 D ₁₅ = 0.1351 C _c = 1.01
USCS= SP	Classification AASHTO	= A-3
	<u>Remarks</u>	

* (no specification provided)

Sample Number: B-10 Depth: 2'-4'

Date: 5/12/2022

EVERGREEN TESTING, INC.
A Terracon Company
Watervliet, NY

Client: Kiewit Building Group, Inc. **Project:** Prospect Lake Clean Water Center

Project No: 34225014 Figure

EXPLORATION TESTING AND PROCEDURES



EXPLORATION AND TESTING PROCEDURES

Field Exploration

The field exploration program consists of the following:

Number of SPT Soil Borings/Piezometers	Boring Depth (feet) ¹	Planned Location
4	80	SPT Soil Boring B-02, B-03, B-08, and B-10
6	50	SPT Soil Boring B-01, B-04, B-05, B-06, B-07, and B-09
2	25	Piezometer PZ-01 and PZ-02

^{1.} Below ground surface.

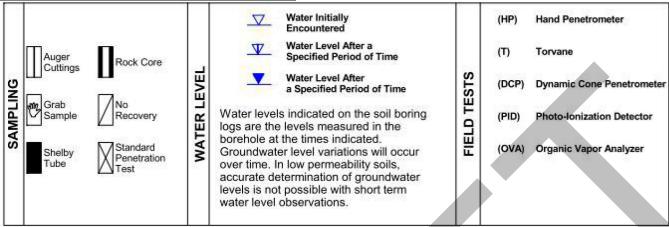
Subsurface Exploration Procedures: We typically advance the borings with a truck-mounted drill rig. Five samples are obtained in the upper 10 feet of each boring using the split-barrel sampling procedure. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observe and record groundwater levels during drilling and sampling. All borings are backfilled with grout after their completion.

The sampling depths, penetration distances, and other sampling information are recorded on the field boring logs. The samples are placed in appropriate containers and taken to our soil laboratory for testing and classification by a geotechnical engineer. Our exploration team prepares field boring logs as part of the drilling operations. These field logs include visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs are prepared from the field logs. The final boring logs represent the geotechnical engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

SUPPORTING INFORMATION

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS



DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

	RELATIVE DENSITY O	OF COARSE-GRAINED SOILS	CONSISTENCY OF FINE-GRAINED SOILS					
ERMS	•	etained on No. 200 sieve.) Standard Penetration Resistance	(50% of more passing the No. 200 sieve) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance					
СТН Т	Descriptive Term (Density) Automatic Hammer SPT N-Value (Blows/Ft.)		Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Automatic Hammer SPT N-Value (Blows/Ft.)			
Ž	Very Loose	< 3	Very Soft	Less than 500	< 1			
RE	Loose	3-8	Soft	500 to 1,000	1 – 3			
IF	Medium Dense	8-24	Medium Stiff	1,000 to 2,000	3-6			
S	Dense	24 – 40	Stiff	2,000 to 4,000	6 – 12			
	Very Dense	> 40	Very Stiff	4,000 to 8,000	12 – 24			
			Hard	> 8,000	> 24			

RELATIVE PROPORTIONS OF SAND AND GRAVEL

GRAIN SIZE TERMINOLOGY

PLASTICITY DESCRIPTION

<u>Descriptive Term(s) of</u> <u>other constituents</u>	Percent of Dry Weight	<u>Major Component of</u> <u>Sample</u>	Particle Size
Trace	< 15	Boulders	Over 12 in. (300 mm)
With	15 – 29	Cobble	12 in. to 3 in. (300 mm to 75 mm)
Modifier	> 30	Gravel	3 in. to #4 sieve (75 mm to 4.75 mm)
		Sand	#4 to #200 sieve (4.75mm to 0.075mm)
		Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of	Percent of Dry Weight	Term	Particle Size
other consituents	, -	Non-Plastic	0
Trace	< 5	Low	1 – 10
With	5-12	Medium	11 – 30
Modifier	> 12	High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

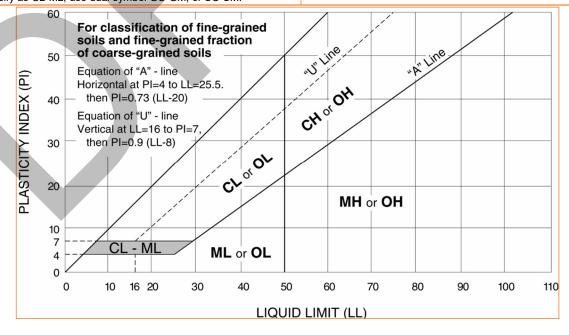
	Soil Classification					
Criteria for Assigni	ng Group Symbols	and Group Names	Using Laboratory T	ests A	Group Symbol	Group Name ^B
	Gravels:	Clean Gravels:	$Cu \ge 4$ and $1 \le Cc \le 3$		GW	Well-graded gravel F
	More than 50% of	Less than 5% fines ^c	Cu < 4 and/or 1 > Cc > 3	E	GP	Poorly graded gravel F
	coarse fraction	Gravels with Fines:	Fines classify as ML or M	1H	GM	Silty gravel F, G, H
Coarse-Grained Soils: More than 50% retained	retained on No. 4 sieve	More than 12% fines ^c	Fines classify as CL or C	Н	GC	Clayey gravel F, G, H
on No. 200 sieve	Sands:	Clean Sands:	$Cu \ge 6$ and $1 \le Cc \le 3$		SW	Well-graded sand I
5	50% or more of coarse fraction passes No. 4 sieve			E	SP	Poorly graded sand
		Sands with Fines:	Fines classify as ML or M	1H.	SM	Silty sand G, H, I
		More than 12% fines D	Fines classify as CL or C	Н	SC	Clayey sand G, H, I
		Inorganic:	PI > 7 and plots on or about	ove "A"	CL	Lean clay K, L, M
	Silts and Clays:	morganic.	PI < 4 or plots below "A" line J		ML	Silt K, L, M
5 ' 0 ' 10 ''	Liquid limit less than 50	Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay K, L, M, N
Fine-Grained Soils: 50% or more passes the		Organic.	Liquid limit - not dried	(0.73	OL	Organic silt K, L, M, O
No. 200 sieve		Inorganic:	PI plots on or above "A" I	ine	CH	Fat clay K, L, M
	Silts and Clays:	morganic.	PI plots below "A" line		MH	Elastic Silt K, L, M
	Liquid limit 50 or more	Organic:	Liquid limit - oven dried	< 0.75	ОН	Organic clay K, L, M, P
		Organic.	Liquid limit - not dried	< 0.75	OH	Organic silt K, L, M, Q
Highly organic soils:	Primarily	organic matter, dark in co	olor, and organic odor		PT	Peat

- ABased on the material passing the 3-inch (75-mm) sieve
- B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

E Cu =
$$D_{60}/D_{10}$$
 Cc = $\frac{(D_{30})^2}{D_{10} \times D_{60}}$

- F If soil contains \geq 15% sand, add "with sand" to group name.
- ^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- HIf fines are organic, add "with organic fines" to group name.
- If soil contains ≥ 15% gravel, add "with gravel" to group name.
- If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- Left soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
- MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- NPI ≥ 4 and plots on or above "A" line.
- •PI < 4 or plots below "A" line.
- PPI plots on or above "A" line.
- QPI plots below "A" line.



SUBCONTRACTED SERVICES -ELECTRICAL AND THERMO RESISTIVITY REPORT



June 07, 2022

Mr. Nicholas Mata, P.E. Terracon, Inc. 5371 NW 33rd Ave. Suite 201 Ft. Lauderdale, FL 33309

Subject: Electrical Resistivity and Thermal Conductivity Survey

Prospect Lake Site Tamarac, Florida

GeoView Project Number 36689

Mr. Mata,

GeoView, Inc. is pleased to submit the final report which summarizes and presents the results of the electrical resistivity and thermal conductivity survey conducted at the subject site. GeoView appreciates the opportunity to have assisted you on this project. If you have any questions or comments about the report, please contact us.

Sincerely,

GEOVIEW, INC.

Chris Taylor, P.G.

Vice President

Florida Professional Geologist Number 2256

A Geophysical Services Company

Tel.: (727) 209-2334

Fax: (727) 328-2477

1.0 Introduction

Electrical Resistivity (ER) testing and in-situ thermal conductivity testing were conducted at Prospect Lake Site located at Prospect Road in Tamarac, Florida. The purpose of survey was to determine electrical resistivity and thermal conductivity of the soils and rock at specific areas of the project. The locations of the electrical resistivity measurements are shown on Figure 1 as ER-1. The locations of the thermal conductivity measurements are shown on Figure 1 as TR-1 through TR-4. The investigation was conducted on May 18, 2022.

2.0 Description of Geophysical Investigation

Electrical Resistivity

The investigation was conducted using electrical resistivity equipment to determine the electrical resistance of the soils and rock underlying the project site. The in-situ values of ground electrical resistivity were determined using a Wenner four-point electrical resistivity array. In such an array, the spacing between the electrodes (a-spacing) are equal. The investigation was conducted at one location with a-spacings of 0.5, 1, 1.5, 2, 3, 5, 7, 10, 15, 20, 30, 50, 70, 100, 150, and 200 feet. A second test was performed along a perpendicular orientation with a-spacings of 0.5, 1, 1.5, 2, 3, 5, 7, 10, 15, 20, 30, 50, 70, 100, and 150 feet. The survey was performed in general accordance with ASTM Standards G57-95a entitled "Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method". A Mini-res resistivity system, manufactured by L&R Instruments was used for the investigation. The location of the ER test point is shown in blue as ER1 on Figure 1 and Table 1.

Thermal Conductivity

The investigation was conducted using in-situ thermal conductivity equipment to determine the thermal conductivity (in W/m°K) of soils. The test was performed using the Hukseflux FTN01 Field Thermal Conductivity System. The test was performed using the transient heat method in accordance with IEEE Standard 442 and ASTM D5334-08. The investigation was conducted at four locations at depths of 1, 2, 3 and 4 feet. The locations of the thermal conductivity test locations are shown in red on Figure 1. A description of the conductivity method is provided as Appendix 2.

3.0 Survey Results

The tabulated results of the electrical resistivity survey and thermal conductivity are presented in Appendix 1. Notes about site conditions, possible interference sources and line orientations are provided for each location.

4.0 Limitations

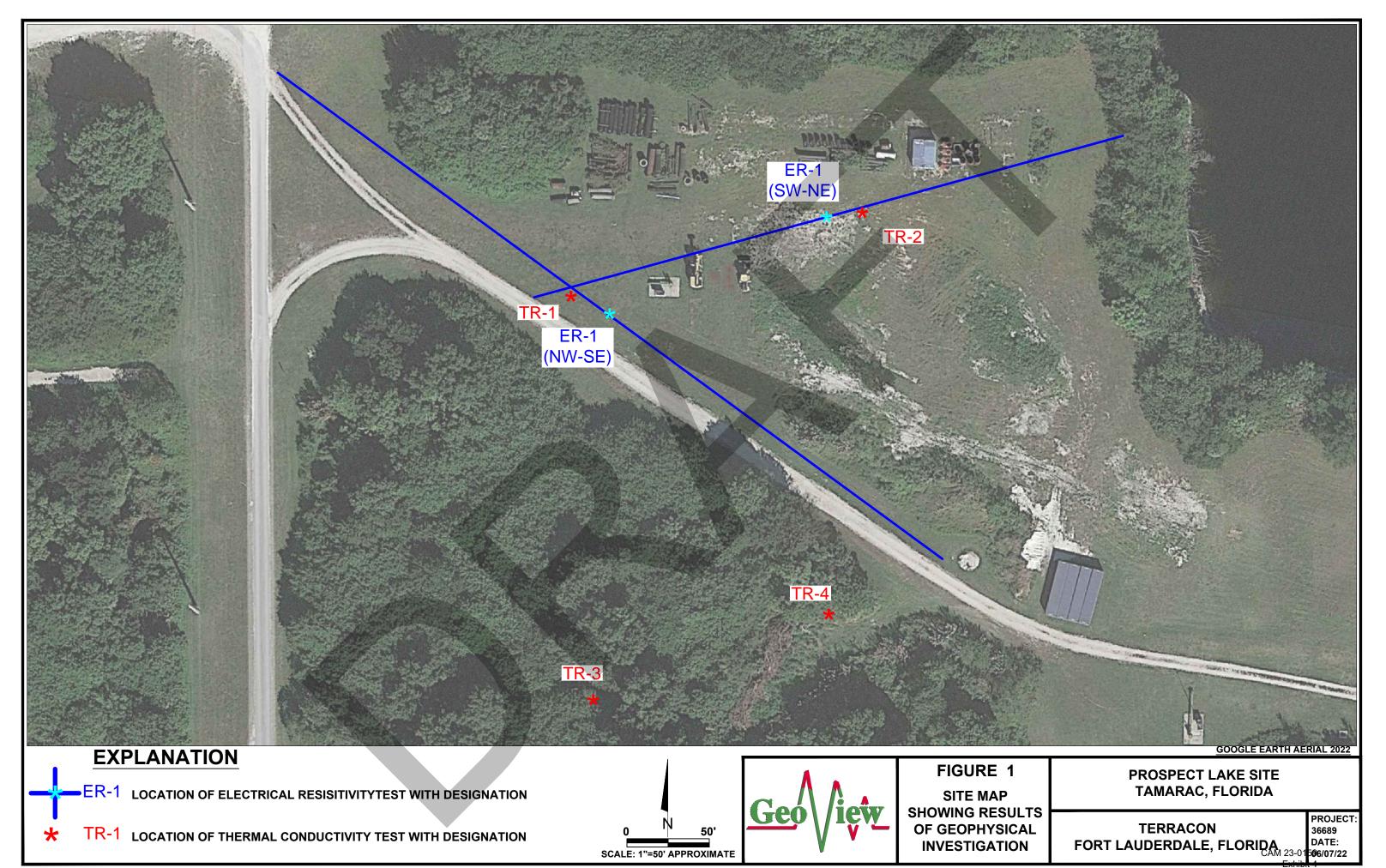
The results of this resistivity survey are based on our professional evaluation of the data and our experience with such investigations. The survey was performed in general accordance with ASTM Standards G57-95a entitled "Standard Test Method for Field Measurement of Soil Resistivity Using the Wenner Four-Electrode Method". The results provided in this report meet the standards of care for our profession. No other warranty or representation, either expressed or implied, is included or intended.



APPENDIX 1 FIGURE, SITE PHOTOGRAPHS AND

ELECTRICAL RESISTIVITY AND THERMAL CONDUCTIVITY RESULTS





Electrical Resistivity Test Point	Latitude	Longitude	
ER-1 (SW-NE)	26.199509	-80.194235	
ER-1 (SW-NE)	26.199316	-80.194698	

Thermal Conductivity Test Point	Latitude	Longitude
TR-1	26.199348	-80.194786
TR-2	26.199516	-80.194147
TR-3	26.198554	-80.194738
TR-4	26.198725	-80.194219

COORDINATES OF ELECTRICAL RESISTIVITY TESTS



SITE PHOTOGRAPH 1 - COLLECTION OF THERMAL DATA



SITE PHOTOGRAPH 2 – COLLECTION OF THERMAL DATA

In Situ Electrical Soil Resistivity Measurement Data Form

Revision 0 Wenner Array

Project Name:	Prospect Lake Site		Notes:	
Project Location:	Tamarac, Florida			
Company:	GeoV	GeoView, Inc.		
Personnel:	Craig	Fusaro	<u> </u>	
Date:	5/18/2022			
Measurement No. & Orientation:	ER1	NW-SE		
Coordinates:	26.199316	5, -80.194698		
Ground Conditions:	G	rass		
Weather (Present and Recent):	Sunny/Warm, Dry		<u></u>	
Meter Model Type:	L&R Minires			
Test Calibration Date:	5/18	3/2021		

Electrode	Preferred	Actual		Electrode	Cor	nfiguration				
"a" Spacing (ft)	Electrode Depth (in)	Electrode Depth (in)	A (ft)	M (ft)	0	N (ft)	B (ft)	Apparent Resistance (Ohm)	Apparent Resistivity (Ohm-ft)	Apparent Resistivity (Ohm-m)
0.5	1	2	0.75	0.25		0.25	0.75	1611.3	5062.0	1542.9
1	1	2	1.5	0.5		0.5	1.5	1573.6	9887.2	3013.6
1.5	2	2	2.25	0.75		0.75	2.25	1412.8	13315.3	4058.5
2	3	3	3	1		1	3	1170.9	14714.0	4484.8
3	3	3	4.5	1.5		1.5	4.5	1330.2	25073.7	7642.5
5	4	4	7.5	2.5		2.5	7.5	411.1	12915.1	3936.5
7	4	4	10.5	3.5		3.5	10.5	248.5	10929.6	3331.3
10	5	6	15	5		5	15	107.6	6760.7	2060.7
15	5	6	22.5	7.5		7.5	22.5	42.4	3996.1	1218.0
20	6	6	30	10		10	30	21.3	2676.6	815.8
30	6	8	45	15		15	45	8.677	1621.1	494.1
50	12	12	75	25		25	75	2.156	659.7	201.1
70	12	12	105	35		35	105	1.362	598.9	182.5
100	12	12	150	50		50	150	0.911	571.8	174.3
150	12	12	225	75		75	225	0.636	593.8	181.0
200	12	12	300	100		100	300	0.284	351.9	107.2

In Situ Electrical Soil Resistivity Measurement Data Form

Revision 0 Wenner Array

Project Name:	Prospect Lake Site		Notes:	
Project Location:	Tamara	Tamarac, Florida		
Company:	GeoVi	GeoView, Inc.		
Personnel:	Craig Fusaro			
Date:	5/18	5/18/2022		
Measurement No. & Orientation:	ER1	SW-NE		
Coordinates:	26.199509	-80.194235		
Ground Conditions:	Gr	ass		
Weather (Present and Recent):	Sunny/Warm, Dry			
Meter Model Type:	L&R I	Minires		
Test Calibration Date:	5/18	/2021		

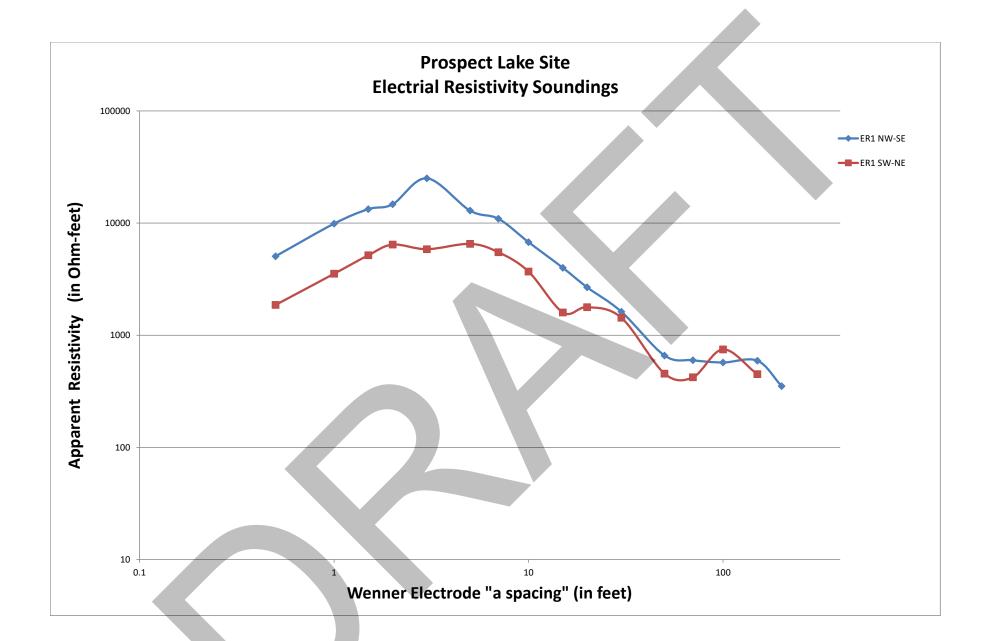
Electrode	Preferred	Actual		Electrode Configuration		Ammanant Dagistanaa	Annual Designation	A Desirable		
"a" Spacing (ft)	Electrode Depth (in)	Electrode Depth (in)	A (ft)	M (ft)	0	N (ft)	B (ft)	Apparent Resistance (Ohm)	Apparent Resistivity (Ohm-ft)	Apparent Resistivity (Ohm-m)
0.5	1	2	0.75	0.25		0.25	0.75	593.2	1863.6	568.0
1	1	2	1.5	0.5		0.5	1.5	562.5	3534.3	1077.3
1.5	2	2	2.25	0.75		0.75	2.25	548	5164.8	1574.2
2	3	3	3	1		1	3	511.8	6431.5	1960.3
3	3	3	4.5	1.5		1.5	4.5	310.5	5852.8	1783.9
5	4	4	7.5	2.5		2.5	7.5	207.8	6528.2	1989.8
7	4	4	10.5	3.5		3.5	10.5	125	5497.8	1675.7
10	5	6	15	5		5	15	58.8	3694.5	1126.1
15	5	6	22.5	7.5		7.5	22.5	16.958	1598.3	487.1
20	6	6	30	10		10	30	14.168	1780.4	542.7
30	6	8	45	15		15	45	7.601	1432.8	436.7
50	12	12	75	25		25	75	1.448	454.9	138.7
70	12	12	105	35		35	105	0.959	421.8	128.6
100	12	12	150	50		50	150	1.191	748.3	228.1
150	12	12	225	75		75	225	0.477	449.6	137.0

Project: Prospect Lake Site Location: Tamarac, Florida Date: 5/18/2022

Electrode "a" spacing (ft)	Apparent Resistance (ohm)					
	ER1	ER1				
	NW-SE	SW-NE				
0.5	1611.30	593.20				
1	1573.60	562.50				
1.5	1412.80	548.00				
2	1170.90	511.80				
3	1330.20	310.50				
5	411.10	207.80				
7	248.50	125.00				
10	107.60	58.80				
15	42.40	16.96				
20	21.30	14.17				
30	8.677	7.601				
50	2.156	1.448				
70	1.362	0.959				
100	0.911	1.191				
150	0.636	0.477				
200	0.284					

Electrode "a" spacing (ft)	Apparent Resistivity (ohm-ft)					
	ER1	ER1				
	NW-SE	SW-NE				
0.5	5062.05	1863.59				
1	9887.22	3534.29				
1.5	13315.33	5164.78				
2	14713.96	6431.47				
3	25073.68	5852.79				
5	12915.09	6528.23				
7	10929.60	5497.79				
10	6760.71	3694.51				
15	3996.11	1598.25				
20	2676.64	1780.40				
30	1621.06	1432.75				
50	659.73	454.90				
70	598.86	421.79				
100	571.77	748.33				
150	593.76	449.56				
200	351.86					

Electrode "a" spacing (ft)	Apparent Resistivity (ohm-m)					
	ER1	ER1				
	NW-SE	SW-NE				
0.5	1542.91	568.02				
1	3013.62	1077.25				
1.5	4058.51	1574.22				
2	4484.82	1960.31				
3	7642.46	1783.93				
5	3936.52	1989.80				
7	3331.34	1675.73				
10	2060.66	1126.09				
15	1218.01	487.15				
20	815.84	542.67				
30	494.10	436.70				
50	201.09	138.65				
70	182.53	128.56				
100	174.28	228.09				
150	180.98	137.03				
200	107.25					



In Situ Thermal Conductivity Measurement Data Form

Project Name: Prospect Lake Site
Project Location: Tamarac, Florida
Company: GeoView, Inc.
Date: 6/1/2022

Date: 6/1/2022 Meter Model Type: Hukseflux FTN01 Project #36689.1

Test Location	Depth (feet)	Testing Type	Standard Devation (%)	Thermal Conductivity (W/mK)	Notes
	1	in-situ	0.17	1.48	
TR 1 (26.199348,-80.194786)	2	in-situ	0.06	1.97	
	3	in-situ	0.25	1.55	
	4	in-situ	0.16	0.61	

Test Location	Depth (feet)	Testing Type	Standard Devation (%)	Thermal Conductivity (W/mK)	Notes
	1	in-situ	0.33	1.87	
TR 2	2	in-situ	0.09	2.24	
(26.199516,-80.194147)	3	in-situ	0.10	2.41	
	4	in-situ	0.00	2.59	

Test Location	Depth (feet)	Testing Type	Standard Devation (%)	Thermal Conductivity (W/mK)	Notes
	1	in-situ	0.12	1.92	
TR 3	2	in-situ	0.11	2.2	
(26.198554,-80.194738)	3	in-situ	0.08	1.48	
	4	in-situ	0.18	1.37	

Test Location	Depth (feet)	Testing Type	Standard Devation (%)	Thermal Conductivity (W/mK)	Notes
	1	in-situ	0.08	1.76	
TR 4	2	in-situ	0.24	2.64	
(26.198725, -80.194219)	3	in-situ	0.47	2.28	
	4	in-situ	0.15	1.94	

Appendix 2 Description of Geophysical Methods

Electrical Resistivity

Electrical resistivity surveying is a geophysical technique in which an electrical current is injected into the earth, the subsequent response (potential) is measured at the ground surface to determine the resistance of the underlying earth materials. The resistivity survey is conducted by applying electrical current into the earth from two implanted electrodes (current electrodes C_1 and C_2) and measuring the associated potential between a second set of implanted electrodes (potential electrodes P_1 and P_2). Field readings are in volts. Field readings are then converted to resistivity values using Ohm's Law and a geometric correction factor for the spacing and configuration of the electrodes. The calculated resistivity values are known as "apparent" resistivity values. The values are referred to as "apparent" because the calculations for the values assume that the volume of earth material being measured is electrically homogeneous. Such field conditions are rarely present.

Resistivity of earth materials is controlled by several properties including composition, water content, pore fluid resistivity and effective permeability. In Florida, the typical properties that influence the measurements the most are soil material (e.g.; sand vs. clay), degree of saturation and pore fluid conductivity (e.g.; fresh vs. brackish or salt water).

Resistivity surveys are designed to delineate either vertical (with depth) or horizontal (lateral) changes in resistivity. Surveys designed for vertical changes in resistivity are referred as vertical electrical soundings (VES). Surveys designed for lateral changes in resistivity are referred to as horizontal electrical profiling (HEP). For this survey vertical changes in earth resistivity were of concern.

In a VES survey, the spacing between the electrodes is increased to provide a progressively deeper measurement of earth resistance. A common center between the electrodes is maintained for a VES survey. For this survey a "Wenner" array electrode configuration was used. In such a configuration, the spacing between the electrodes is kept constant and is referred to as the "a spacing". Current is applied to the outside electrodes and voltage measurements are collected across the two inner electrodes. Apparent resistivity values are calculated using the following formula: $\gamma_a=2\pi a\nabla V/I$:

Where:

 γ_a = apparent resistivity

 $\pi = 3.14$

a= "a spacing"

 ∇V = voltage between the two potential electrodes

I= current (in amps)

Thermal Conductivity Testing

The purpose of the thermal conductivity testing is to provide the thermal conductivity (in W/m °K) or thermal resistivity (in °K cm/W) of soils to a selected depth. The tests can be performed either in-situ or samples that are collected in the field and analyzed by a laboratory. Both test are performed using the transient heat method and are conducted in accordance to IEEE Standard 442-1996 and ASTM D5334-08.

The thermal conductivity is determined by a variation of the line source test method using a needle probe which has a large length to diameter ratio. This is done to simulate an infinitely long heating source. The instrument probe consists of a heating element and a temperature measuring element which is inserted in the specimen. This can be done either with a lab sample or in-situ with a specifically designed probe system. GeoView uses the Hukseflux FTN01 Field Thermal Conductivity System for in-situ field testing.

During the test a known current and voltage is applied to the heating element of the probe and the temperature rise in the measurement element is measured over a specific period of time. The thermal conductivity is obtained from an analysis of the time-series temperature data during the heating cycle. Temperature decay can also be measured during the cooling cycle in order to minimize the effects of temperature drift during measurement

Annex E-3

Required Access Rights

- 1. <u>Deep Injection Well (1)</u>: An access right to an agreed area that is centered on the deep-injection well located at TP-06 to allow the Project Company to perform O&M Work on such deep-injection well as and when necessary.
- 2. <u>Deep Injection Well (2)</u>: An access right to an agreed area that is centered on the deep-injection well located at TP-07 to allow the Project Company to perform O&M Work on such deep-injection well as and when necessary.
- 3. <u>Disposal Pipeline to Deep Injection Well (1)</u>: An access right running from a point at the Site boundary specified on Annex E-1 (*Site Description*) to the Deep Injection Well (1) to allow the Project Company to perform O&M Work on such deep-injection well disposal pipeline.
- 4. <u>Disposal Pipeline to Deep Injection Well (2)</u>: An access right running from a point at the Site boundary specified on Annex E-1 (*Site Description*) to the Deep Injection Well (2) to allow the Project Company to perform O&M Work on such deep-injection well disposal pipeline.

Annex F to Comprehensive Agreement

O&M Standards

[Attached]

OPERATION AND MAINTENANCE STANDARDS

Operating, Control and Maintenance Philosophy

1. Project Operation

1.1 Day to Day Operation

- (a) The Project Company shall appoint a plant manager (the "Plant Manager") who shall manage variations in Daily Quantity Requested in a streamlined and progressive manner, including with respect to any Revised Daily Quantity Requested, so to (i) ensure that Product Water meets the quantity and quality requirements set forth in this Agreement and (ii) prevent any early aging of equipment (ensuring long term operability of the Project). The Project Company shall continuously seek to optimize the Project's performance and operational efficiency throughout the Term.
- (b) The Project Company shall fully automate Project operations and appoint a shift supervisor (the "Shift Supervisor") who shall supervise such operations in a room at the Project designated for control of Project operations ("Control Room"). Shift Supervisor duties shall include:
 - (i) Integrating all the data received from the Project's monitored operating parameters to ensure that the entire treatment process is functioning properly;
 - (ii) Detecting any deviations in the individual process steps during production of Product Water and implementing corrective action before the overall process is affected:
 - (iii) Implementing process control parameters and limits for trend deviations;
 - (iv) Launching changes in quantities following notification of any Daily Quantity Requested or Revised Daily Quantity Requested and making necessary process adjustments;
 - (v) Operating the Project manually as needed and performing routine maintenance work; and
 - (vi) Operating the Project in an emergency scenario, including as set forth in the Emergency Plan.

1.2 Automated Operation

The Project Company shall implement Standard Operation Procedures ("**SOPs**") and working instructions to achieve automation redundancy. These documents shall provide a step by step protocol of the standard automated process and the essential steps necessary to switch the Project to manual operation. The Project Company shall use the manual or semi-automatic mode of production primarily during maintenance. The Project Company shall review and update the SOPs regularly.

1.3 Production Schedule

- (a) The Project Company shall operate the Project in such a manner that the flow rate of the Project changes as little as possible day-to-day, and shall use the buffer capacity of the Product Water tank as much as possible to minimize transient operation phases that could increase wear and tear on Project equipment and affect Product Water quality.
- (b) The Project Company shall ensure that any changes in production flow are made pursuant to ad hoc procedures to minimize change impacts and are automated to the fullest extent possible based on Good Management Practice.

1.4 Feedstock Water Management

- (a) During the Operations Period, Project Company shall take the following actions in respect of Feedstock Water:
 - (i) In coordination with the City in accordance with this Agreement, adjust flow to meet the requirements of the Feedstock Water Daily Plan;
 - (ii) Monitoring pressure conditions of the Feedstock Water as it enters the Project;
 - (iii) Monitoring any Feedstock Water Deviation that may exist; and
 - (iv) Monitoring Feedstock Water quality metrics and adjusting the water treatment processes used at the Project accordingly.

1.5 Operation and Maintenance Description

- (a) The Project Company acknowledges that the Design Requirements and Construction Standards seek to promote operational flexibility and are based on the N+1 redundancy concept ("N+1 Approach").
 - (i) The N+1 Approach is a form of resilient design that ensures system availability in the event of process unit downtime. In regular operation mode, the system can operate with N+1 units. In case of downtime of one of the units, the system shall remain active in the operation with the rest of the remaining units (N) fully functional and within the permitted range of operational output for each unit. As such, during downtime of one process unit, the system as a whole is able to continue operating with similar output.
 - (ii) The Project Company shall incorporate a redundant unit in each major unit process according to the rated capacity of the unit process. The Project Company shall determine the exact quantities of in-service units and standby units for each process as part of the Design Submittals process set out in Section 4.04 (*Design Submittals*) of this Agreement.

1.6 Electromechanical Equipment

The Project Company shall implement the N+1 Approach for all electromechanical equipment, including backwash ("BW") pumps, blowers, transfer pumps and dosing systems.

1.7 Tanks

For single units such as tanks, the Project Company shall perform preventive scheduled maintenance in coordination with the City, so that the City can utilize Product Water at the City Storage Tanks or obtain treated water from other City water treatment facilities for the duration of such maintenance.

1.8 Control System

The Project Company shall implement the N+1 Approach for the maintenance of the control system as described in Section 1.5 above.

2. Unit Operation and Maintenance Activities

2.1 Pretreatment

- (a) During the Operations Period, the Project Company shall take the following actions in respect of pretreatment of Feedstock Water:
 - (i) In coordination with the City in accordance with this Agreement, adjust flow to meet the requirements of the Feedstock Water Daily Plan;
 - (ii) Monitor the Project's capacity to continue pretreatment activities (i.e. regular backwashing of self-cleaning and pressurized sand filters based on increase of differential pressure, turbidity or time in production).
 - (iii) Control throughput and distributing the flow of Feedstock Water between the various units.
 - (iv) Monitor Feedstock Water quality metrics and adjusting the water treatment processes used at the Project accordingly.
- (b) Examples of monitored operating parameters for Feedstock Water in the pretreatment step may include the following (provided that the Project Company shall determine the parameters it shall monitor following final determination of the scope of any required pretreatment for the Feedstock Water in accordance with the procedures set out in Section 8.01 (*Required Scope Items*) of this Agreement): flow, oxidation reduction potential (ORP), pH, turbidity, temperature, conductivity, differential pressure and silt density index (SDI).

2.2 Ion Exchange Units

- (a) During the Operations Period, Project Company shall take the following actions in respect of the operation of Ion Exchange ("IX") units:
 - (i) Adjust flow to meet the desired Product Water output;
 - (ii) Monitor influent and effluent parameters of interest based on the Design Requirements and Construction Standards;
 - (iii) Maintain IX units at their optimum working conditions by performing regeneration procedures, including backwash and regeneration with brine solution at intervals specified in the final design of the Project;

- (iv) Ensure an output of treated water in accordance with water quality standards in the anticipated ranges set forth in the IX unit's specifications; and
- (v) Monitor treated water quality and delivering the proper water quality to the next stage for production of Product Water.
- (b) Examples of monitored operating parameters for IX-treated water may include the following (provided that the Project Company shall determine the parameters it shall monitor following final determination of the scope of any required pretreatment for the Feedstock Water in accordance with the procedures set out in Section 8.01 (*Required Scope Items*) of this Agreement): flow, differential pressure, treated volume, true color, pH, ORP, chloride, turbidity, temperature and conductivity.

2.3 Nanofiltration Units

- (a) During the Operations Period, Project Company shall take the following actions in respect of the operation of nanofiltration ("NF") trains:
 - (i) Turn NF trains on and off based on the Daily Plan, any Daily Quantity Requested or Revised Daily Quantity Requested, and scheduled NF train rotation, and otherwise to meet the desired Product Water output;
 - (ii) Adjust stage flow balancing and recovery setpoint based on Feedstock Water quality;
 - (iii) Monitor NF permeate water quality;
 - (iv) Track normalized permeate flow, differential pressure and permeate conductivity;
 - (v) Maintain membrane train performance by flushing or cleaning the membranes (CIP) when needed:
 - (vi) Take preventive measures for membrane protection in case of extended shut down; and
 - (vii) Control pressure pumps' efficiency, vibration and noise.
- (b) Examples of monitored operating parameters for NF-treated water may include the following (provided that the Project Company shall determine the parameters it shall monitor following final determination of the scope of any required pretreatment for the Feedstock Water in accordance with the procedures set out in Section 8.01 (*Required Scope Items*) of this Agreement): flow, differential pressure, pH, temperature, turbidity, ORP and conductivity.

2.4 Post-Treatment and Disinfection Process

- (a) During the Operations Period, the Project Company shall take the following actions in respect of post-treatment and final disinfection of the Product Water:
 - (i) Adjust flow to meet the desired Product Water output;
 - (ii) Monitor degasifier performance;
 - (iii) Monitor NF/IX blend ratio;

- (iv) Adjust Chemical feed rates and pH; and
- (v) Monitor final Product Water parameters at the Product Water Delivery Point.
- (b) Examples of monitored operating parameters for Product Water may include the following (provided that the Project Company shall determine the parameters it shall monitor following final determination of the scope of any required pretreatment for the Feedstock Water in accordance with the procedures set out in Section 8.01 (*Required Scope Items*) of this Agreement): flow, pH, temperature, turbidity, free chlorine, total chlorine, free ammonia, corrosion indices and conductivity.

2.5 Chemicals and Auxiliaries

- (a) The City shall purchase and supply Chemicals to the Site in accordance with Section 14.03(b) (Coordination and Payment of Electricity and Chemical Supply) of this Agreement.
- (b) The Project Company shall receive and manage the stock of Chemicals at the Site. The Project Company shall organize and plan requests for delivery, reception, quality check, preparation, and proper disposal of Chemical according to established procedures and instructions.

3. Computer Maintenance Management System

- (a) The Project Company shall use a computerized maintenance management software system ("CMMS") for logging and managing maintenance activities.
- (b) The Project Company shall use the CMMS to manage maintenance, create a maintenance plan and schedule, and allow reporting on maintenance activities. The CMMS software shall be in English. The Project Company shall use the CMMS as necessary for the following activities:
 - (i) Vendors' warranty management;
 - (ii) Maintenance scheduling;
 - (iii) assessment of the failure of any item;
 - (iv) Producing and cataloging work orders;
 - (v) Reporting; and
 - (vi) Tracking inventory.
- (c) The Project Company shall use the CMMS with additional maintenance software, to develop a comprehensive cost analysis and Project management system to assess whole life cycle cost of the Project and provide the guidelines for economically efficient operations of the Project.
- (d) The Project Company shall ensure that in the ordinary course, Project staff record maintenance actions (repair, spare part change, emergency intervention, etc.) in the CMMS. The Project Company shall organize the CMMS by operational category of entry, e.g. electrical, mechanical, instrumentation/automation.

(e) The Project Company shall produce a maintenance plan that records the effects of all major activities on Project operations, and marks the location of operating procedure to follow while the Project is being serviced. The Project Manager shall coordinate the O&M Work to avoid any detrimental impact on the process and daily Product Water production requirements as set forth in the maintenance plan, wherever possible.

4. Chemical Delivery and Storage Management Plan

- (a) The Project Company shall coordinate Chemical procurement and deliveries with the City in accordance with Section 14.03(c) (*Coordination and Payment of Electricity and Chemical Supply*) in furtherance of achieving the following:
 - (i) Best cost for product;
 - (ii) Quality of product meeting or exceeding process requirements and Applicable Law;
 - (iii) Delivery in accordance with health and safety requirements and the requirements of the traffic management plan specified in Section 5 below; and
 - (iv) Continued delivery during an emergency event.
- (b) The City shall procure, coordinate and maintain all supply agreements and arrange for the delivery of Chemicals to the Site in accordance with Section 14.03(c) (Coordination and Payment of Electricity and Chemical Supply) and Annex L-2 (Guaranteed Maximum Chemical Consumption). The Project Company shall monitor the compliance by the Chemicals delivered by the City with the requirements set out in clauses (a)(ii) and (a)(ii) above.
- (c) The Project Company shall ensure that deliveries follow prescribed procedures and delivery personnel carry out all deliveries in the presence of a staff member at the Project. If a supplier cannot make a delivery in accordance with the prescribed procedures, the Project Company shall not accept such delivery.
- (d) The Project Company shall check the contents of the delivering vehicle before and after delivery. The City shall direct all suppliers to include a certificate of assurance with each Chemical delivery.
- (e) The Project Company shall keep full reports of stocks and deliveries and regularly verify such reports against consumption rates and dosing rates.
- (f) The City shall procure all Chemicals used at the Project for direct water treatment from vendors certified in accordance with the standards and manuals published by the AWWA Standards Council of the American Water Works Association from time to time and shall ensure such Chemicals are certified in accordance with the NSF/ANSI-60 Standard for Drinking Water Treatment Chemicals. The Project Company shall keep on file a manifest, a certificate of analysis (obtained by the City from each vendor), and a record of weight or volume delivered for all Chemicals and Chemical deliveries to the Project.
- (g) The Project Company shall store all Chemicals on-Site in facilities that prevent accidental spillage and escape into the environment. The Project Company shall include in the Emergency Plan procedures to address any accidental spillages. The Project Company shall

produce and maintain a spill prevention plan that has been approved by FDEP no later than the Commercial Operation Date. The Project Company shall ensure that training to handle Chemicals is included in the training programs offered to all relevant staff. The Project Company shall design the Project to place emergency showers and eye-baths where necessary, along with proper PPE for handling each specific Chemical.

5. Traffic Management Plan

The Project Company shall develop a traffic management plan based on the below principles.

5.1 Access Priority to the Project

The Project Company shall administer access priority to the Project between two groups of vehicles as follows:

- (a) Group 1:
 - (i) Staff and worker personal vehicles;
 - (ii) Audit team and employer personal vehicles; and
 - (iii) Visitor vehicles.
- (b) Group 2:
 - (i) Chemical supplier trucks;
 - (ii) Equipment supplier trucks;
 - (iii) Waste disposal trucks;
 - (iv) Service vehicles; and
 - (v) Emergency vehicles.

5.2 Group 1 Access

- (a) Priority Definition: Staff and external visitor vehicles shall comprise Group 1. Because these vehicles do not need to have a direct access to the operational parts of the Project, the Project Company shall direct Group 1 vehicles to the parking lot before the gated entrance.
- (b) Access Principles: The Project Company shall design the Project with a surrounding fence and a gated entrance. The Project Company shall provide staff with an access card that opens the entrance gate. The Project Company shall not provide such access cards to non-staff, and shall maintain procedures whereby visitors must request authorization to enter from the control room operator using an intercom, following which the control room operator may remotely open the entrance gate. The Project Company shall maintain a visitors' book, and shall require that visitors sign-in (name, company, who they are visiting, their vehicle registration number, etc.) at the reception. The Project Company shall then provide the visitor with a temporary access pass that the visitor shall wear during the duration of their visit, and shall return to the reception staff upon leaving the Project. The Project Company shall maintain a policy whereby visitors are at all times accompanied by a member of Project staff to ensure that the visitor stays within appropriate areas of the Project.

5.3 Group 2 Access

- (a) Priority Definition: All the vehicles which need to have access to the operational parts of Project comprise Group 2. The Project Company shall allow Group 2 vehicles to enter the restricted area through the main gated entrance.
- (b) Access Principles: The Project Company shall register each of the vehicles (trucks, service vehicles, etc.) entering this restricted area. The Project Company shall establish two types of registering procedures:
 - (i) Procedure A: Used for trucks delivering Chemicals or removing waste products from the Site; and
 - (ii) Procedure B: Used for subcontractors' service vehicles.
- (c) Truck Access: The Project Company shall design the gated main entrance to permit truck access and shall allow Group 2 vehicles to use the gated main entrance for both entering and leaving the Site.

5.4 Loading and Unloading Philosophy

- (a) For each of the Chemicals handled at the Site, the Project Company shall define and communicate a loading / unloading point to the applicable supplier. The Project Company shall maintain procedures whereby the Shift Supervisor shall indicate to each truck driver the loading / unloading point corresponding to the Chemical being delivered or removed. The Project Company shall maintain a signaling system that indicates to the driver the road to follow and shall ensure that a trained member of staff assists the driver at the loading / unloading point to ensure proper execution of the operation.
- (b) The Project Company shall perform effluent and backwash streams disposal management and plan Chemicals deliveries in the morning during regular working hours to reduce the number of peak-traffic days each week and to ensure that the Site has adequate storage capacity for newly delivered Chemicals.
- (c) The Project Company shall direct the Project Manager to create a weekly timetable to direct traffic management, with dedicated scheduled periods for waste removal and Chemical deliveries.

6. Safety of Operations

6.1 Policies and Procedures

- (a) The Project Company shall in all respects operate the Project in accordance with the Project Requirements, including with respect to safety standards for Project staff (including City Employees) and members of the public who may inadvertently enter an operational area.
- (b) The Project Company shall draw up written operations procedures prior to the Commercial Operation Date, which shall include procedures for all activities that have an operational effect on:
 - (i) Treatment process (e.g. shutdown procedure);
 - (ii) Personnel (e.g. contact with Chemicals); and

- (iii) The environment (e.g. effluent and other streams discharge).
- (c) The Project Company shall direct all staff to follow all procedures promulgated by the Project Company. Where appropriate, the Project Company shall require signatures to confirm that staff has obtained authorization to commence an activity, or written statements / method statements outlining the procedure taken in respect of a unique situation.
- (d) The Project Company shall ensure all SOPs list startup and shut down procedures, design flow rates, process parameters and Chemical dosing targets, where appropriate. The Project Company shall ensure that all operations procedures include trouble-shooting directions, recommended mitigation actions if any process at the Project is at risk of failure and a list of the full-scale effects of such failure.

6.2 Health and Safety

- (a) The Project Company shall maintain a complete health and safety manual, Emergency Plan, spill prevention and response plan, hurricane preparedness plan, and ongoing safety records. The Project Company shall make copies of the health and safety manual and all other plans available in the control room for all staff to consult.
- (b) The health and safety manual shall identify potential accidents and emergencies that could occur at the Project and set out procedures that staff should follow should these happen. The Project Company shall make all staff aware of these procedures, including by displaying posters stating the relevant procedures and emergency telephone contact numbers in appropriate, prominent positions.
- (c) The Project Company shall provide PPE and safety training to all staff members, and shall display a health and safety statement in a prominent position at all work locations for each process unit.

7. Effluent and Waste Environmental Management Plan

The Project Company shall develop disposal solutions for each treatment stage where byproducts are generated as listed below. The Project Company shall perform quality control of the total injectate sent to the Disposal Wells (concentrate, CIP and backwash waters) to ensure that such injectate water quality complies with Applicable Law (including deep well injection and NPDES requirements). The Project Company shall also conduct monthly and quarterly inspection of the Disposal Well injection process with respect to sampling parameters highlighted in such relevant regulations.

7.1 NF Concentrate

- (a) The Project Company shall transfer NF concentrate from the NF unit directly to the Disposal Wells through a dedicated pipeline with a flow meter.
- (b) The Project Company shall perform quality control of the NF concentrate to ensure that the quality of such NF concentrate complies with Applicable Law.

7.2 Waste from Membrane Cleaning

The Project Company shall collect all spent cleaning solutions resulting from membrane cleaning in a neutralization tank. The Project Company shall adjust the pH of the water in the neutralization tank using sulfuric acid or caustic soda (or otherwise as required by Applicable Law). The Project Company shall then

direct the flow to the Disposal Wells. The Project Company shall perform quality control of the flow directed to the Disposal Wells to ensure that the quality of such flow complies with Applicable Law.

7.3 Backwash Water

The Project Company shall direct all backwash waste produced by the pretreatment and IX units as well as regeneration brine solution to the effluent tank and then to the Disposal Wells. The Project Company shall perform quality control of the flow directed to the Disposal Wells to ensure that the quality of such flow quality complies with Applicable Law.

8. Management Information System

The Project Company shall develop a management information system ("Management Information System") to meet the needs of the Project as set forth below.

8.1 Strategic Information Needs

- (a) The Project Company will direct the Project Manager to maintain records of all strategic level information, including planning long-term facility improvement needs, CIP budgeting, contractual adjustments, and facility modifications to account for impending changes in Applicable Law.
- (b) The Project Company shall ensure that all members of the senior management team at the Project Company review all strategic level information, and that all such senior management team members shall participate in a two-way process for operational decision making.

8.2 Tactical Information Needs

The Project Company shall maintain records of tactical information in order to enable the senior management team at the Project Company to coordinate and control day-to-day business activities, including workflow information, quality assurance metrics, stock control, personnel, financial and management accounting information.

8.3 Operations, Production and Service Information Needs

- (a) The Project Company shall collect and process data concerning the everyday operations of the O&M Work to assist in day-to-day decision making, including timesheet processing, materials used/stock changes recorded, use of consumables, updates to SOPs, power consumption and O&M Work output and efficiency.
- (b) The Project Company use the Management Information System to manage changes in:
 - (i) Day-to-day operation and maintenance management needs;
 - (ii) Budgetary requirements; and
 - (iii) Regulatory needs.
- (c) The Project Company shall utilize the Management Information System to integrate annual budgetary setting with monthly reporting on technical, operational and financial inputs and outputs in order to derive an activity-based budget and then monitor monthly progress.
- (d) The Project Company shall monitor two categories of performance:

- (i) Technical operations and maintenance reporting; and
- (ii) Financial reporting.

8.4 Reporting and Documentation Plan

To manage communication, the Project Company shall maintain and organize detailed records to demonstrate the completion of tasks and activities. The Project Company will discuss access to any part of the records with any third-party requesting access and provide such access if such third-party has a legal right to review such records.

9. General Maintenance Description

- (a) The Project Company shall plan all maintenance activities based on (i) the schedules within the operation and maintenance manuals for each specific Project process, and (ii) the manufacturers' requirements for the unit or units in question. The Project Company shall draft a maintenance plan that includes weekly, monthly, quarterly, biannually and annual requirements, spreads the requirements over the Contract Year and does not group all the areas of major maintenance in a single period. The Project Company shall select the maintenance period for critical units to ensure that such units are available when required.
- (b) The Project Company shall continuously review maintenance levels against the whole life cost of work, asset condition, asset life, refurbishment costs and replacement costs to promote cost-effective maintenance throughout the Term. The Project Company shall undertake preventative maintenance as a tool to keep the Project operational and compliant with the Project Requirements.
- (c) The Project Company shall undertake routine maintenance, including visual inspection, cleaning, painting, lubricating, adjusting and calibrating. The Project Company shall undertake major inspection, maintenance and renewal (overhaul) activities as needed, including dismantling equipment, replacing deteriorating parts (e.g. bearings, wear rings, seals impellers), internal inspection of rotating parts for excess wear or damage, and adjustment, calibration and testing of all affected elements of the equipment prior to bringing the equipment back into operations after the Project Company has finished and logged such major maintenance. The Project Company may use supplier or vendor personnel for major inspections and overhaul of equipment, and shall direct a member of staff designated as the maintenance manager (the "Maintenance Manager") to evaluate the need to enlist such supplier and vendor personnel.
- (d) The Project Company may employ contractors to provide specific maintenance work tasks in accordance with the Project Requirements and at a competitive price. The Project Company shall assess the knowledge and competence of the proposed contractor for the proposed maintenance task in the context of water treatment facilities (as appropriate). The Project Company shall provide basic training to such contractors where appropriate to ensure that such contractors understand the risks and issues associated with working in water treatment facilities.
- (e) The Project Company shall formulate maintenance procedures for (i) scheduled preventive maintenance and inspection (renewal and major overhauls), (ii) ad-hoc predictive maintenance and (iii) unplanned maintenance (reactive maintenance).

10. Routine Maintenance and Major Overhauls

(a) The Project Company shall monitor, record and report on the Project's condition, performance and serviceability on an ongoing basis. The Project Company shall incorporate information and data from the preventative maintenance program in order to schedule routine and major overhauls. The Project Company shall design and operate the Project to include measures permitting major overhaul programs without disruption to the quality and quantity of Product Water output. The Project Company shall use a quality-controlled work program to plan and control all operational activities that involve potential disruption to normal operations. The Project Company shall procure strategic spares, hold such strategic spares in storage to established minimum stock levels, and purchase additional spares as required. Where appropriate, Project Company shall seek to standardize parts and equipment.

10.1 Routine Maintenance

- (a) The Project Company shall design the Project such that most routine scheduled maintenance does not require a stoppage of production (see Section 1.5(b) above describing the N+1 Approach).
- (b) When required, the Project Company shall remove units undergoing maintenance from the Supervisory, Control and Data Acquisition (SCADA) system, and physically isolate such units where appropriate, to ensure that:
 - (i) No adverse reactions impact the treatment process due to spurious instrumentation readings caused by the maintenance tasks;
 - (ii) Assets are preserved and accidental damage is prevented;
 - (iii) Personnel (including City Employees) are not put at increased risk of harm; and
 - (iv) There is a record of the maintenance activity, in the form of a sign-out and sign-in sheet detailing maintenance work performed, with signed approvals that such work has been completed.
- (c) The Project Company shall undertake common scheduled maintenance activities, including as described below.
 - (i) The Project Company shall periodically top-up multimedia pressure filters and IX reactors to compensate natural attrition, and shall annually check the level of media and resin in the vessel and shall add the required media to the filter vessel or the IX reactor as and when needed.
 - (ii) The Project Company shall perform routine Chemical dosing pump maintenance and calibration checks based on manufacturer requirements.
 - (iii) The Project Company shall continuously measure screen and cartridge filter differential pressure to assess when renewing or cleaning is required.
 - (iv) The Project Company shall perform NF feed pump oil check and analysis according to supplier recommendations, monitor vibration, alignment and temperature to detect and prevent any breakdown and locally monitor the applicable horsepower (HP) pump electrical panel.

- (v) The Project Company shall perform other pump oil analysis and vibration checks according to supplier recommendations.
- (vi) The Project Company shall inspect electrical motors on an annual basis for isolators, electromechanical efficiency and wear of carbon brushes.
- (vii) The Project Company shall use normalized salt passage, normalized permeate flow and normalized differential pressure as the main indicators to measure membrane performance. The Project Company shall perform membrane replacements to reach the optimum balance between technical and economic constraints.
- (viii) The Project Company shall check safety valves on membrane trains annually, unless specific problems are observed which require a more frequent assessment of particular valves.
- (ix) Depending on the type of transformer installed, the Project Company shall perform oil checks and renew the humidity absorber according to the supplier recommendations.
- (x) The Project Company shall perform annual checks of circuit breakers for high voltage power (HV) and medium voltage power (MV).

10.2 Spare Parts

- (a) The Project Company shall cause the DB Contractor to supply spare parts for the Project prior to the start of the Operations Period. The Project Company shall manage spare part inventory using a CMMS tool supervised by the Maintenance Manager. The Project Company shall maintain the Project and replace the spare parts used as promptly as practicable. The Project Company shall store critical spares on the Site and shall undertake certain assessments to identify long lead time spares which the Project Company may then add to the on-Site storage to promote Project reliability and availability.
- (b) The Project Company shall distinguish between strategic spare parts, which are stored at the Site (as they are necessary for Project safe operation), and scheduled spare parts, which are delivered to the Site in a guaranteed period of time.
- (c) The Project Company shall keep records of spare parts in a computerized database and shall ensure that a full inventory is available (subject to practicable time periods for replacement of spare parts pursuant to Section 10.2(a). The Project Company shall keep lists of suppliers, contact names and numbers in the database along with records of requisition orders.

10.3 Repair and Replacement Plan (R&R)

- (a) The Project Company shall establish the process for assessing useful asset life and major repair and replacement by monitoring asset condition and performance based on the most economical solution to refurbishment and replacement.
- (b) The Project Company shall use the following asset serviceability categories to determine refurbishment and replacement priorities over the duration of the Term:
 - (i) Integrity: the item's physical condition;
 - (ii) Durability: the item's service life;

- (iii) Reliability: the item's ability to meet the expected service levels in operation;
- (iv) Capability: the item's ability to meet the physical outputs in operation;
- (v) Efficiency: the output and cost of operating the asset;
- (vi) Safety/Consequence of failure: the risk to the operator or the public and the risk of damage in the event of failure of the asset;
- (vii) Aesthetic: the impact of the operation of the asset within the community; and
- (viii) Environmental: the impact of the operation of the asset on the environment and environmental standards.
- (c) The Project Company shall establish a grading scale on the above categories from Grade 1 "good" to Grade 5 "poor", with specific grades allocated to the various assets in each of the process components. Typical components include:
 - (i) Pretreatment individual units;
 - (ii) NF process individual units;
 - (iii) IX process individual units;
 - (iv) Chemical dosing systems;
 - (v) Disinfection chemicals and instrumentation;
 - (vi) Civil structures;
 - (vii) Instrumentation, control, automation equipment;
 - (viii) SCADA system;
 - (ix) Valves; and
 - (x) Grounds.
- (d) Within 60 days before the Commercial Operation Date, the Project Company shall prepare a detailed plan addressing how the Project Company shall repair and replace the Project components in accordance with the Project Requirements (the "Repair and Replacement Plan"). The Project Company shall review the Repair and Replacement Plan each year as part of establishing priorities and changes to the long-term repair and replacement budget, and the Project Company may choose to amend the Repair and Replacement Plan to reflect such changed priorities as and when necessary. The Project Company shall submit the initial and any amended Repair and Replacement Plan to the City, and the City shall have the right to approve the same, such approval not to be unreasonably withheld, conditioned or delayed. If the City does not respond within two weeks of delivery of any such initial or amended Repair and Replacement Plan, such plan shall be deemed approved by the City.

11. Maintenance Standards

11.1 Buildings and Grounds

(a) Housekeeping: The Project Company shall:

- (i) keep Project equipment and Project structures reasonably clean and orderly;
- (ii) wipe any equipment oil and grease clean after completing any repair work;
- (iii) keep buildings clean and neat;
- (iv) repaint pumps and piping to maintain and preserve the condition of the equipment and appearance of the Project;
- (v) provide for maintenance and repair of all groundskeeping, landscaping and roadways associated with the Project; and
- (vi) maintain the Project at a level adequate for its efficient operation and long-term reliability.

11.2 Ordinary and Preventative Maintenance Generally

The Project Company shall prepare a preventative maintenance plan reflecting procedures and standards consistent with Good Management Practice, and that in no event shall Project Company conduct less frequent or comprehensive maintenance than that specified in manufacturers' warranties and manuals. Such preventative maintenance plan shall also address the inspection, leak testing, maintenance and repair procedures for all water-bearing structures in accordance with Good Management Practice.

12. Water Quality Monitoring, Sampling and Reporting Requirements

12.1 Overview

- (a) In order to verify Feedstock Water and Product Water quality, the Project Company shall perform the sampling, testing and other analytical procedures set forth in this Annex F (*O&M Standards*). For each of the protocols developed below, the City shall have the right to approve the same, such approval not to be unreasonably withheld, conditioned or delayed. If the City does not respond within two weeks of delivery of any such protocol, the applicable protocol shall be deemed approved by the City.
- (b) The Project Company's monitoring and testing activities shall include:
 - (i) Measurement of Feedstock Water quality and flow to the Project at the Feedstock Water Delivery Point (located in proximity to the tie-point of the Feedstock Water entrance to the Project, within the Site boundaries).
 - (ii) Measurement of Product Water quality and flow at the Product Water Delivery Point (located in proximity to the delivery tie-point of the Product Water to the City, within the Project boundaries).
 - (iii) Analytical testing at the frequency noted in Tables 1 and 2 below using the methods specified therein.
- (c) Project Company shall perform applicable monitoring and testing and shall be responsible and liable for conducting necessary analyses at a State certified on-Site or State certified external, subcontracted service laboratory. Project Company shall implement and maintain an on-Site laboratory quality control / quality assurance ("QC/QA") program for all analyses performed at the on-Site location.

- (d) Project Company shall prepare data generated by, or received from all testing laboratories for all applicable Governmental Approvals and operating reports and shall report the results from the laboratory to the City and to the appropriate Governmental Authorities using the appropriate Governmental Authority reporting forms, as detailed in this Agreement or as required by Applicable Law.
- (e) Within 120 days prior to the Scheduled Commercial Operation Date, Project Company shall develop and submit to the City protocols for asserting start date and duration of any Feedstock Water or Product Water quality deviation.

12.2 Project Feedstock Water Monitoring.

- (a) Within 90 days prior to the Commercial Operation Date in accordance with the Project Schedule, the Project Company shall develop and submit to the City a Feedstock Water monitoring and sampling protocol for use at the Feedstock Water Delivery Point for the City's approval. Such protocol shall define the frequency, type of samples and method of analysis for Feedstock Water quality monitoring that the Project Company shall collect.
- (b) For each Contract Month during the Term following the Commercial Operation Date, Project Company shall monitor, measure and report to the City, at a minimum, the Feedstock Water parameters in Table 1 below. Project Company shall also report the monthly average and range for all Feedstock Water quality parameters listed in Table 1 below. A Feedstock Water Deviation shall be deemed to have occurred if the results of Chemical analysis of the parameters are not within the minimum and maximum ranges as specified in Annex G (Feedstock Water Specifications).

12.3 Product Water Quality Monitoring.

- (a) Within 90 days prior to the Commercial Operation Date in accordance with the Project Schedule, the Project Company shall develop and submit to the City a Product Water monitoring and sampling protocol for use at the Product Water Delivery Point for the City's approval. Such protocol shall define the frequency, type of samples, and method of analysis for Product Water quality monitoring that the Project Company shall collect. Such protocol shall incorporate the requirements listed in Table 2.
- (b) For each Contract Month during the Term following the Commercial Operation Date, Project Company shall monitor, measure and report to the City, at a minimum, the Product Water parameters in Table 2 below. Project Company also shall report the monthly average and range for all Product Water quality parameters listed in Table 2 below.
- (c) At such frequency required by Applicable Law, the Project Company shall perform sampling, analyses and reporting for Safe Drinking Water Act ("SDWA") parameters at the Product Water Delivery Point and provide the results to the City within ten days of receipt, using the reporting format required by FDEP.

12.4 Additional Monitoring, Sampling and Reporting Requirements Required by Law.

(a) In addition to the specific monitoring required pursuant to this Agreement and this Annex F (*O&M Standards*), Project Company shall also comply with all monitoring requirements in any applicable Governmental Approvals or other Applicable Law (subject to the provisions of Article X (*Relief Events*) of this Agreement with respect to any Change in Law).

- (b) The Project Company shall complete any such sampling and testing in accordance with U.S. Environmental Protection Agency ("USEPA") approved testing methods. The Project Company shall use the testing procedures described in the Standard Methods for Examination of Water and Wastewater, latest USEPA approved edition, or Code of the Federal Register (40 CFR 141) where applicable.
- (c) The Project Company shall take all samples required by the Florida Department of Health ("FDOH") (or any other applicable State agency) pursuant to Applicable Law at monitoring points specified by FDOH (or such other agency).
- (d) The Project Company shall select and use appropriate continuous measuring devices and verification test methods consistent with accepted scientific practices to ensure the accuracy and reliability of measurements and test results. Project Company shall provide a quarterly summary table of the equipment used for continuous monitoring of Product Water and Feedstock Water, the verification test method, the frequency of calibration and calibration test results.
- (e) The Project Company shall use a laboratory certified by FDOH (or other applicable State agency) to perform all regulatory compliance analyses. Each laboratory performing such analyses shall implement and maintain a written QC/QA plan for laboratory analyses acceptable to the Project Company.

Table 1

Feedstock Water monitoring							
Parameter	Parameter Unit Method Analytical Frequency Method						
Color	CU	Lab Testing	SM 2120-B	3 times per day			
Temperature	Celsius	Online	SM 2550	Continuously			
TOC	mg/l	Lab Testing	SM 5310-B	once per day			
рН	S.U.	Online	SM 4500-H+	Continuously			
LSI	n/a	Calculation	SM 2330	once per day			
Fluoride	mg/l	Lab Testing	EPA 300.0	once per day			
Turbidity	NTU	Online	SM 2130-B	Continuously			
TSS	mg/l	Lab Testing	SM 2540	once per day			
TDS	mg/l	Lab Testing	SM 2540-C	once per day			
TDS	mg/l	Calculation	Summation of Major Ions	once per day			
Conductivity	uS/cm	Online	SM 2510B	Continuously			
Total hardness	mg/l as CaCO ₃	Lab Testing	SM 2340B	once per day			
Calcium Hardness	mg/l as Ca	Lab Testing	SM 2340B	once per day			
Magnesium Hardness	mg/l as Mg	Lab Testing	SM 2340B	once per day			
Alkalinity	mg/l as CaCO ₃	Lab Testing	SM 2320B	once per day			
Ammonia	mg/l as N	Lab Testing	EPA 350.1	once per day			
Chloride	mg/l	Lab Testing	EPA 300.0	once per day			
H2S	mg/l	Lab Testing	SM 4500-S2-H	once per day			
Iron-Fe ²⁺ (Dissolved)	mg/l	Lab Testing	SM 3500-Fe B	once per day			
Iron (total)	mg/l	Lab Testing	SM 3500-Fe B	once per day			
Manganese	mg/l	Lab Testing	EPA 200.7/3010	once per day			
Sodium	mg/l	Lab Testing	EPA 200.7/3010	once per day			
Potassium	mg/l	Lab Testing	SM 3500-K/ EPA 200.7	once per day			
Sulfate	mg/l	Lab Testing	EPA 300.0	once per day			
Calcium Carbonate Precipitation Potential (CCPP)	mg/l	Calculation	SM 2330	once per day			
Silica (mg/l)	mg/l	Lab Testing	EPA 200.7	once per day			
Sand concentration	mg/l	Lab Testing	ASTM D3977- 97	once per day			
Oxidation Reduction Potential (ORP)	mV	Online	SM 2580	Continuously			
Silt Density Index (SDI)	15-min	field test	ASTM D4189- 07	once per day			

Notes to Table 1:

- 1. Project Company may sample the Feedstock Water more frequently than the sampling frequencies required in Table 1.
- 2. The testing and sampling frequency in Table 1 relates to routine operation with the same wells. If the supplying well/s are changed, the Project Company shall perform at least one additional sampling and test per well change, as shall be detailed in the Feedstock Water Monitoring and Sampling Protocol, until the quality becomes stable.
- 3. All Analytical Methods listed in Table 1 shall comply with F.A.C. 62-550

Table 2

Product Water Monitoring				
Parameter	Unit	Method	Analytical Method	Frequency
Color	CU	Lab Testing	SM 2120-B	3 times a day
рН	S.U.	Online	SM 4500-H+	Continuously
TDS	mg/l	Lab Testing	SM 2540-C	once per day
Total hardness	mg/l as CaCO ₃	Lab Testing	SM 2340-B	once per day
Alkalinity	mg/l as CaCO ₃	Lab Testing	SM 2320-B	once per day
TOC	mg/L	Lab Testing	SM 5310-B	once per day
Total Ammonia	mg/l as N	Lab Testing	EPA 350.1	once per day
Chloride	mg/l	Lab Testing	EPA 300.0	once per day
Free Chlorine	mg/l	Online	Hach Method 10241	Online continuous monitoring
Total Chlorine	mg/l as Cl ₂	Online/Lab testing	SM 4500-CL	Online continuous monitoring
Monochloramine	mg/l as Cl ₂	Online/Lab testing	Hach Method 10200	Online continuous monitoring
Chlorine to Ammonia as N Ratio	n/a	Calculation	n/a	Continuous
Sulfate	mg/l	Lab Testing	EPA 300.0	once per day
H2S	mg/l	Lab Testing	SM 4500-S2-H	once per day
TTHM (trihalomethanes)	n/a	Lab Testing	EPA 524.2	quarterly
HAA5 (Haloacetic acids)	n/a	Lab Testing	EPA 552.2	quarterly
Fluoride	mg/l	Lab Testing	EPA 300.0	once per day
Iron	mg/l	Lab Testing	SM 3500-Fe B	once per day
Manganese	mg/l	Lab Testing	EPA 200.7/3010	once per day
Sodium	mg/l	Lab Testing	EPA 200.7/3010	once per day
Turbidity	NTU	Online	SM 2130-B	Online continuous monitoring
LSI	n/a	calculation	SM 2330	once per day
ССРР	n/a	calculation	SM 2330	once per day

Notes to Table 2:

- 1. All methods taken from Standard Methods On-Line, published by American Public Health Association (APHA), American Water Works Association (AWWA), and Water Environment Federation (WEF) or current USEPA methods as specified in 40 CFR 141.
- In case of deviation from permitted concentrations in this Agreement or SDWA, the Project Company shall follow replicate and replacement sampling protocols as shall be detailed in the Product Water Monitoring and Sampling Protocol.
- 3. Project Company may sample the Product Water more frequently than the sampling frequencies required in Table 2.

Annex G to Comprehensive Agreement

Feedstock Water Specifications

Parameter	Unit	Maximum	Average	Minimum
Color	CU	105	55	12
Temperature	Celsius	25	22	18.5
TOC	mg/L	17.6	14.4	9.9
pH	n/a	7.6	7.3	7.1
LSI	n/a	1.4	0.98	0.31
Turbidity	NTU	2.4	0.80	0.19
TSS	mg/L	3	1	n/a
TDS	mg/L	341	316	273
Total hardness	mg/L as CaCO3	238	226	218
Calcium Hardness	mg/L as Ca	85.7	79.8	75.3
Magnesium Hardness	mg/L as Mg	8.3	5.5	2.9
Alkalinity	mg/L as CaCO3	230	215	204
Total Ammonia	mg/L as N	0.55	0.46	0.39
Chloride	mg/L	68	59	52
H2S	mg/L	0.3	0.185	0.1
Total Iron	mg/L	1.72	0.54	0.03
Manganese	mg/L	0.006	0.004	0.003
Sodium	mg/L	44.29	36.57	31.2
Potassium	mg/L	1.16	1.16	1.16
Sulfate	mg/L	21	13	2

Parameter	Unit	Maximum	Average	Minimum
Calcium Carbonate Precipitation Potential (CCPP)	mg/L	n/a	13.5	n/a
Silica (mg/l)	mg/L	10.7	8.13	6.8
Sand concentration	mg/L	1	0.5	0.1
Sand/soil particle size distribution	μт	n/a	n/a	>5 μm – 100% of the particles
				>50 µm – 99% of the particles

Feedstock Water Values					
Parameter	Unit	Maximum	Design		
Flow	m³/day	244,445	222,222		
	MGD	65	59		
	gpm	44,844	40,767		
Pressure	psig	87	74		
Oxidation Reduction Potential (ORP)	mV	-150	-200		
Silt Density Index (SDI)	15-min	3	2		
Total VOCs *	μg/l	BDL	BDL		
Total SVOCs *	μg/l	BDL	BDL		
Total PFAS *	μg/l	BDL	BDL		
Arsenic *	μg/l	BDL	BDL		

^{*}There is no commitment to reducing VOCs, SVOCs, PFAS, heavy metals, or radioactive materials. According to the analysis obtained, there is no contamination of the Feedstock Water with these substances. If in the future the Feedstock Water becomes contaminated, additional treatment steps may be required to meet the Legal Standards.

The City and the Project Company each acknowledge and agree that:

^{** &}quot;BDL" indicates a measurement below the detection limit of the applicable testing methodology.

- (1) the Design Requirements and Construction Standards do not take into account any substance or condition of the Feedstock Water that is not specifically identified in this Annex G;
- (2) the Pre-Treatment and Booster Pumps Work Funding Amount Cap does not include any Extra Work Costs related to pre-treatment for any substance in or condition of the Feedstock Water that is not specifically identified in this Annex G; and
- (3) if any substance in or condition of the Feedstock Water [that is not specifically identified in this Annex G is discovered in the Feedstock Water after the Effective Date]¹, any Extra Work necessary to pre-treat the Feedstock Water to address such substance in or condition of the Feedstock Water will be subject to the provisions of Section 8.02 (*City-Initiated Changes*) of this Agreement.

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¹ NTD: To be updated to conform with Section 4.08(a) language when finalized.

Annex H-1 to Comprehensive Agreement

Product Water Legal Standards

PART 1 – FLORIDA ENVIRONMENTAL PROTECTION AGENCY STANDARDS

CHAPTER 62-550 DRINKING WATER STANDARDS, MONITORING, AND REPORTING

Such chapter and Chapters 62-555 and 62-560, F.A.C., were promulgated to implement the requirements of the Florida Safe Drinking Water Act

DISINFECTION BYPRODUCT	& RADIONUCLIDES	MCL
DISINFECTION BYPRODUCT	Bromate	0.010 mg/L
DISINFECTION BYPRODUCT	Chlorite	1.0 mg/L
DISINFECTION BYPRODUCT	TTHM	0.080 mg/L
DISINFECTION BYPRODUCT	HAA5	0.060 mg/L
RADIONUCLIDES	Combined radium226 and radium228	5 pCi/L
RADIONUCLIDES	Gross alpha particle activity including radium226 but excluding radon and uranium	15 pCi/L
RADIONUCLIDES	Uranium	30 ug/L

MAXIMUM CONTAMINANT LEVELS (MCL) FOR INORGANIC COMPOUNDS

FEDERAL CONTAMINANT ID NUMBER	CONTAMINANT	MCL (mg/L)
1074	Antimony	0.006
1005	Arsenic	0.05 through 12/31/2004 0.010 on and after 01/01/2005
1094	Asbestos	7 MFL
1010	Barium	2
1075	Beryllium	0.004
1015	Cadmium	0.005
1020	Chromium	0.1
1024	Cyanide (as free Cyanide)	0.2
1025	Fluoride	4

1030	Lead	0.015
1035	Mercury	0.002
1036	Nickel	0.1
1040	Nitrate	10 (as N)
1041	Nitrite	1 (as N)
	Total Nitrate and Nitrite	10 (as N)
1045	Selenium	0.05
1052	Sodium	160
1085	Thallium	0.002

MAXIMUM CONTAMINANT LEVELS FOR VOLATILE ORGANIC CONTAMINANTS

FEDERAL CONTAMINAN' ID NUMBER	CONTAMINANT & (CHEMICAL ABSTRACT SYSTEM (CAS) NUMBER)	MCL (mg/L)
2977	1,1-Dichloroethylene (75-35-4)	0.007
2981	1,1,1-Trichloroethane (71-55-6)	0.2
2985	1,1,2-Tricholoroethane (79-00-5)	0.005
2980	1,2-Dichloroethane (107-06-2)	0.003
2983	1,2-Dichloropropane (78-87-5)	0.005
2378	1,2,4-Tricholorobenzene (120- 82-1)	0.07
2990	Benzene (71-43-2)	0.001
2982	Carbon tetrachloride (56-23-5)	0.003
2380	cis-1,2-Dichloroethylene (156-59-2)	0.07
2964	Dichloromethane (75-09-2)	0.005
2992	Ethylbenzene (100-41-4)	0.7
2989	Monochlorobenzene (108-90-7)	0.1
2968	o-Dichlorobenzene (95-50-1)	0.6
2969	para-Dichlorobenzene (106-46-7)	0.075
2996	Styrene (100-42-5)	0.1
2987	Tetrachloroethylene (127-18-4)	0.003
2991	Toluene (108-88-3)	1
2979	trans-1,2-Dichloroethylene (156-60-5)	0.1
2984	Trichloroethylene (79-01-6)	0.003
2976	Vinyl chloride (75-01-4)	0.001
2955	Xylenes (total) (1330-20-7)	10

MAXIMUM CONTAMINANT LEVELS FOR SYNTHETIC ORGANIC CONTAMINANTS

FEDERAL CONTAMINANT ID NUMBER	CONTAMINANT & (CAS NUMBER)	MCL (mg/L)	Regulatory Detection Limit (mg/L)	
2063	2,3,7,8-TCDD (Dioxin) (1746- 01-6)	3 X 10 ⁻⁸	5 x 10 ⁻⁹	
2105	2,4-D (94-75-7)	0.07	0.0001	
2110	2,4,5-TP (Silvex) (93-72-1)	0.05	0.0002	
2051	Alachlor (15972-60-8)	0.002	0.0002	
2050	Atrazine (1912-24-9)	0.003	0.0001	
2306	Benzo(a)pyrene (50-32-8)	0.0002	0.00002	
2046	Carbofuran (1563-66-2)	0.04	0.0009	
2959	Chlordane (57-74-9)	0.002	0.0002	
2031	Dalapon (75-99-0)	0.2	0.001	
2035	Di(2-ethylhexyl)adipate (103-23-1)	0.4	0.0006	
2039	Di(2-ethylhexyl)phthalate (117-81-7)	0.006	0.0006	
2931	Dibromochloropropane (DBCP) (96-12-8)	0.0002	0.00002	
2041	Dinoseb (88-85-7)	0.007	0.0002	
2032	Diquat (85-00-7)	0.02	0.0004	
2033	Endothall (145-73-3)	0.1	0.009	
2005	Endrin (72-20-8)	0.002	0.00001	
2946	Ethylene dibromide (EDB) (106-93-4)	0.00002	0.00001	
2034	Glyphosate (1071-83-6)	0.7	0.006	
2065	Heptachlor (76-44-8)	0.0004	0.00004	
2067	Heptachlor epoxide (1024-57-3)	0.0002	0.00002	
2274	Hexachlorobenzene (118-74-1)	0.001	0.0001	
2042	Hexachlorocyclopentadiene (77-47-4)	0.05	0.0001	
2010	Lindane (58-89-9)	0.0002	0.00002	
2015	Methoxychlor (72-43-5)	0.04	0.0001	
2036	Oxamyl (vydate) (23135-22-0)	0.2	0.002	
2326	Pentachlorophenol (87-86-5)	0.001	0.00004	
2040	Picloram (1918-02-1)	0.5	0.0001	
2383	Polychlorinated biphenyls (PCBs)	0.0005	0.0001	
2037	Simazine (122-34-9)	0.004	0.00007	
2020	Toxaphene (8001-35-2)	0.003	0.001	

SECONDARY DRINKING WATER STANDARDS

FEDERAL CONTAMINANT ID NUMBER	CONTAMINANT	SMCL (mg/L)*
1002	Aluminum	0.2
1017	Chloride	250
1022	Copper	1
1025	Fluoride	2
1028	Iron	0.3
1032	Manganese	0.05
1050	Silver	0.1
1055	Sulfate	250
1095	Zinc	5
1905	Color	15 color units
1920	Odor**	3 (threshold odor number)
1925	рН	6.5 - 8.5
1930	Total Dissolved Solids	500
2905	Foaming Agents	0.5

 $SMCL = maximum\ contaminant$

level; mg/L = milligrams per liter.

PART 2 – U.S. ENVIRONMENTAL PROTECTION AGENCY STANDARDS

NATIONAL DRINKING WATER REGULATIONS

EPA 816-F-09-004 was promulgated by the U.S. Environmental Protection Agency.

PRIMARY DRINKING WATER STANDARDS

CONTAMINANT	MCL or TT (mg/L)*
Acrylamide	TT
Alachlor	0.002
Alpha/photon emitters	15 picocuries per Liter (pCi/L)
Antimony	0.006
Arsenic	0.010
Asbestos (fibers >10 micrometers)	7 million fibers per Liter (MFL)
Atrazine	0.003
Barium	2
Benzene	0.005
Benzo(a)pyrene (PAHs)	0.0002

Beryllium	0.004
Beta photon emitters	4 millirems per year
Bromate	0.010
Cadmium	0.005
Carbofuran	0.04
Carbon tetrachloride	0.005
Chloramines (as Cl ₂)	MRDL=4.0
Chlordane	0.002
Chlorine (as Cl ₂)	MRDL=4.0
Chlorine dioxide (as ClO ₂)	MRDL=0.8
Chlorite	1.0
Chlorobenzene	0.1
Chromium (total)	0.1
Copper	TT; Action Level=1.3
Cryptosporidium	TT
Cyanide (as free cyanide)	0.2
2,4-D	0.07
Dalapon	0.2
1,2-Dibromo-3- chloropropane (DBCP)	0.0002
o-Dichlorobenzene	0.6
p-Dichlorobenzene	0.075
1,2-Dichloroethane	0.005
1,1-Dichloroethylene	0.007
cis-1,2-Dichloroethylene	0.07
trans-1,2, Dichloroethylene	0.1
Dichloromethane	0.005
1,2-Dichloropropane	0.005
Di(2-ethylhexyl) adipate	0.4
Di(2-ethylhexyl) phthalate	0.006
Dinoseb	0.007
Dioxin (2,3,7,8-TCDD)	0.00000003
Diquat	0.02
Endothall	0.1
Endrin	0.002
Epichlorohydrin	TT
Ethylbenzene	0.7
Ethylene dibromide	0.00005
Fecal coliform and <i>E. coli</i>	MCL
Fluoride	4.0
Giardia lamblia	TT
Glyphosate	0.7
Haloacetic acids (HAA5)	0.060
Heptachlor	0.0004
Heptachlor epoxide	0.0002
Heterotrophic plate count (HPC)	TT

Hexachlorobenzene	0.001
Hexachloro-cyclopentadiene	0.05
Lead	TT; Action Level=0.015
Legionella	TT
Lindane	0.0002
Mercury (inorganic)	0.002
Methoxychlor	0.04
Nitrate (measured as Nitrogen)	10
Nitrite (measured as Nitrogen)	1
Oxamyl (Vydate)	0.2
Pentachlorophenol	0.001
Picloram	0.5
Polychlorinated biphenyls (PCBs)	0.0005
Radium 226 and Radium 228 (combined)	5 pCi/L
Selenium	0.05
Simazine	0.004
Styrene	0.1
Tetrachloroethylene	0.005
Thallium	0.002
Toluene	1
Total Coliforms	5.0 percent
Total Trihalomethanes (TTHMs)	0.080
Toxaphene	0.003
2,4,5-TP (Silvex)	0.05
1,2,4-Trichlorobenzene	0.07
1,1,1-Trichloroethane	0.2
1,1,2-Trichloroethane	0.005
Trichloroethylene	0.005
Turbidity	TT
Uranium	30pg/L
Vinyl chloride	0.002
Viruses (enteric)	TT
Xylenes (total)	10

SECONDARY DRINKING WATER STANDARDS

CONTAMINANT	MCL or TT (mg/L)*
Aluminum	0.05 to 0.2 mg/L
Chloride	250 mg/L
Color	15 (color units)
Copper	1.0 mg/L
Corrosivity	Noncorrosive
Fluoride	2.0 mg/L
Foaming Agents	0.5 mg/L

Iron	0.3 mg/L
Manganese	0.05 mg/L
Odor	3 threshold odor number
рН	6.5-8.5
Silver	$0.10~\mathrm{mg/L}$
Sulfate	250 mg/L
Total Dissolved Solids	500 mg/L
Zinc	5 mg/L

MCL = maximum contaminant level

MRDL = maximum residual disinfectant level

TT = treatment technique

mg/L = milligrams per liter

^{*}units are in mg/L unless otherwise noted

Annex H-2 to Comprehensive Agreement

Product Water Contract Standards

[Attached]

Product Water Quality - City Contractual Requirements **					
Parameter	Unit	Contractual Requirement			
Color	CU	< 5 @ 90% of the time <8 @98% of the time			
Alkalinity	mg/l as CaCO3	40- 150			
Free Ammonia	mg/L as N	<0.1			
Cl ₂ to NH ₃ as N Ratio	n/a	4.5:1 to 5:1			
Calcium	mg/L	n/a [‡]			
Magnesium	mg/L	n/a [‡]			
Carbon dioxide	mg/L	n/a [‡]			
Chloride	mg/L	<100			
Fluoride	mg/L	0.7 to 1.0			
H2S	mg/l	<0.1			
Iron	mg/l	<0.15			
Manganese	mg/l	< 0.02			
рН	n/a	8.4- 9.0			
Sodium	mg/l	<50			
Sulfate	mg/L	<50			
TDS	mg/l	<500			
Total hardness	mg/l as CaCO3	40- 160			
Turbidity	NTU	<0.3 @ 90% of time <1 @ 100% of time			
LSI	n/a	>0.2			
ССРР	mg/l as CaCO3	2-10			
Virus inactivation *	n/a	4-log			
TTHM	μg/l	<60			
HAA5	μg/l	<40			
Corrosion Inhibitor	mg/L as PO ₄ ³⁻	3 to 4			
Chloramines Residual (during normal operations)	mg/L	Max Range: 5.3 to 6.0 (Average = 3.6 mg/L)			
Free Chlorine Residual (during distribution system superchlorination)	mg/L	Max Range: 5.5 to 6.0			

Notes to Annex H-2

- * The facility testing for this parameter shall be certified by the State of Florida for 4-log virus treatment under Rule 62-550-828 of the Florida Administrative Code (the Ground Water Rule).
- ** There is no commitment to reducing VOCs, SVOCs, PFAS, heavy metals, or radioactive materials. According to the analysis obtained, there is no contamination of the Feedstock Water with these substances. If in the future the Feedstock Water becomes contaminated, additional treatment steps may be required to meet the Contract Standards.

[‡]Parameters not to be assessed.

Annex H-3 to Comprehensive Agreement

Non-Conforming Product Water Deductions

For purposes of this Annex H-3, a "Mark" means one instance of a recorded failure of the Product Water made available by the Project Company to the City at the Product Water Delivery Point to meet any of the quality standards referenced below. A maximum of one Mark per compliance monitoring period may be recorded for all quality standards having the same compliance monitoring period for purposes of calculating deductions pursuant to this Annex. If multiple Marks are recorded in the same compliance monitoring period, the Mark in respect of the quality standard with the highest deduction shall prevail. With respect to quality standards that are monitored daily, Marks can occur on a daily basis, and the resulting deductions for each Mark will be assessed daily and will accumulate for each day that a Mark occurs (in excess of the allowable Marks per quarter).

Water Quality	/ Standard	Compliance Monitoring period	Allowable Marks per quarter	Deductions for each Mark in excess of allowable Marks per calendar quarter
1. Legal Standards as set forth in Annex H-1 (Product Water Legal Standards)	1.1. Legal Standards, the violation of which results in the City being required under Applicable Law to issue a "boil water" notice 1.2 Exceeding primary drinking water standard maximum contaminant level (MCL)	tandards, the iolation of which results in the City leing required inder applicable aw to issue a boil water of tice axceeding rimary rinking water landard maximum Applicable Law Applicable Law As required by Applicable Law		Pro rata deduction from the O&M Payment based on the number of days in a Contract Month with verified Mark divided by the total number of calendar days in such Contract Month \$50,000 deduction from the O&M Payment
2. Contract Standards as set forth in Annex H-2 (Product Water Contract Standards)	2.1. Color pH Corrosion inhibitor Sulfate TDS Fluoride	Daily average	1	\$8,000 deduction from the O&M Payment

Water Quality Standard	Compliance Monitoring period	Allowable Marks per quarter	Deductions for each Mark in excess of allowable Marks per calendar quarter	
 2.2. Ammonia Free chlorine Sodium Chloride 	Daily Average	3	\$4,000 deduction from the O&M Payment	
 2.3. Turbidity Alkalinity Total hardness Chloramine Manganese H2S 	Weekly Average	2	\$5,000 deduction from the O&M Payment	
2.4.	Weekly Average	5	\$4,000 deduction from the O&M Payment	
2.5. • TTHM • HAA5	Quarterly Average	1	\$4,000 deduction from the O&M Payment	

Annex I to Comprehensive Agreement

Governmental Approvals

Level	State	County	City	Туре	Permit Application	Signing Party	Permit Name	Permitting Agency
City	FL	Broward	Fort Lauderdale	Zoning	City	City	Zoning Reclassification	City of Fort Lauderdale Building Dept
City	FL	Broward	Fort Lauderdale	Noise	City	City	Noise Variance	City of Fort Lauderdale Building Dept
State	FL	NA	NA	Water Treatment Facility Construction	PC	City	Permit to Construct	Florida Dept of Environmental Protection
Federal	NA	NA	NA	Construction	PC	PC	Notice of Actual Construction or Alteration	Federal Aviation Administration, Regional Office
Federal	NA	NA	NA	Construction	PC	PC	Notice of Proposed Construction or Alteration	Federal Aviation Administration, Regional Office
Federal	NA	NA	NA	Construction	PC	PC	Notice of Proposed Temporary Construction Crane	Federal Aviation Administration, Regional Office
Federal	NA	NA	NA	Construction	PC	PC	Obstruction Evaluation/ Airport Airspace Analysis (OE/ AAA) Determination	Federal Aviation Administration, Regional Office
Federal	NA	NA	NA	Construction	PC	PC	Spill Prevention, Containment, and Countermeasure Plan (SPCC)	EPA
Federal	NA	NA	NA	Wildlife	PC	PC	Bald & Golden Eagle Protection Act Consult	USFWS
Federal	NA	NA	NA	Wildlife	PC	PC	Migratory Bird Treat Act Consult	USFWS
Federal	NA	NA	NA	Wildlife	PC	PC	Section 7 Endangered Species Act (ESA) Consult	USFWS
Federal	NA	NA	NA	Wildlife	PC	PC	USFWS Biological Opinion	USFWS

Level	State	County	City	Туре	Permit Application	Signing Party	Permit Name	Permitting Agency
State	FL	NA	NA	Air	PC	City	Air Permit - Non-Title V Source	Florida Dept of Environmental Protection - Div of Air Resource Mgmt
State	FL	NA	NA	Air	PC	City	Air Permits by Rule (PBR)	Florida Dept of Environmental Protection - Div of Air Resource Mgmt
State	FL	NA	NA	Land	PC	City	Environmental Resource Permit Modification	Florida Dept of Environmental Protection
State	FL	NA	NA	Water	PC	PC	Construction General Permit Stormwater Permit (NPDES)	Florida Dept of Environmental Protection
State	FL	NA	NA	Water	PC	PC	Stormwater Pollution Prevention Plan (SWPPP)	Florida Dept of Environmental Protection
County	FL	Broward	NA	Construction	PC	PC	Industrial Plants and Factories	Broward County Building Code Division
County	FL	Broward	NA	Construction	PC	PC	Office/ Sales Trailers - Manufactured Buildings Permit	Broward County Building Code Division
County	FL	Broward	NA	Construction	PC	PC	Uniform Building Permit	Broward County Building Code Division
County	FL	Broward	NA	Construction	PC	PC	Notice of Commencement	Broward County Records, Taxes, and Treasury Division
County	FL	Broward	NA	Air	PC	City	Air Permit, County	Broward County Natural Resources Division
County	FL	Broward	NA	Land	PC	PC	Development and Environmental Review Approval	Broward County Urban Planning Division
County	FL	Broward	NA	Water	PC	PC	Environmental Assessment & Remediation Dewatering Permit	Broward County Environmental Permitting Division
County	FL	Broward	NA	Water	PC	PC	Environmental Resources License	Broward County Environmental Permitting Division
County	FL	Broward	NA	Waste	PC	PC	Storage Tank Facility License	Broward County Environmental Permitting Division

Level	State	County	City	Туре	Permit Application	Signing Party	Permit Name	Permitting Agency
County	FL	Broward	NA	Water	PC	PC	Surface Water Management Permit	Broward County Environmental Permitting Division
County	FL	Broward	NA	Water	PC	PC	Wetland Delineation License	Broward County Environmental Permitting Division
City	FL	Broward	Fort Lauderdale	Land	PC	PC	Construction Certificate	City of Fort Lauderdale Office of Floodplain Manager
City	FL	Broward	Fort Lauderdale	Land	PC	PC	Floodplain Management Permit	Broward County Environmental Permitting Division
State	FL	NA	NA	Water	PC	PC	Application to Construct, Operate, or Abandon a Class I, III, V Injection Well System	FL Dept of Environmental Protection
State	FL	NA	NA	Waste	PC	PC	Aboveground Storage Tank Registration	FL Dept of Environmental Protection

Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on

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Intelligent Table Comparison: Active					
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- October 4, 2022].DOCX					
Modified filename: Flamingo - Annex I (Governmental Appro	ovals) [W&C				
Draft - November 20, 2022].DOCX					
Changes:					
Add	9				
Delete	0				
Move From	0				
Move To	0				
<u>Table Insert</u>	0				
Table Delete	0				
Table moves to 0					
Table moves from	0				
Embedded Graphics (Visio, ChemDraw, Images etc.) 0					
Embedded Excel 0					
Format changes	0				
Total Changes:	9				

Annex J to Comprehensive Agreement

Baseline Water Specifications

Table 1. Feedstock Water Baseline Specifications

Parameter	Unit	Maximum	Average	Minimum
Color	CU	70	41	34
Temperature	Celsius	25	22	21
Total Iron	mg/L	0.59	0.46	0.30

Table 2. Product Water Baseline Specifications

Parameter	Unit	Contractual Requirement
Cl ₂ to NH ₃ as N Ratio	n/a	n/a
Fluoride	mg/L	0.5-0.8
Turbidity	NTU	<1
Corrosion Inhibitor	mg/L	2.0 - 2.5
Chloramines Residual (during normal operations)	mg/L	3.0 - 3.6
Free Chlorine Residual (during distribution system superchlorination)	mg/L	n/a

Annex K: Required Insurance

PART 1 - PROJECT COMPANY REQUIRED INSURANCE DURING THE DB PERIOD

- Company, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below in this Part 1. Alternatively, the Project Company may fulfill any of its obligations in this Part 1 by causing the DB Contractor to fulfill such obligations (e.g., to maintain the required insurance, provide certificates of insurance, etc.). Providing proof of and maintaining adequate insurance coverage are material obligations of the Project Company. The Project Company shall provide the City a certificate of insurance evidencing such coverage. The Project Company's insurance coverage shall be primary insurance for all applicable policies required herein. The limits of coverage under each policy maintained by the Project Company shall not be interpreted as limiting the Project Company's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager, such approval not to be unreasonably withheld, conditioned or delayed.
- 1.2 The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Project Company for assessing the extent or determining appropriate types and limits of coverage to protect the Project Company against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Project Company under this Agreement.
 - 1.3 The following insurance policies and coverages are required:

1.3.1 Professional Liability

Coverage must be afforded for negligence in the performance of professional services (including defense of the insured by the insurer in the case of alleged negligence), in an amount not less than \$25,000,000 each claim and \$25,000,000 annual aggregate.

Project Company must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement or the third anniversary of the Commercial Operation Date, whichever is sooner, which obligation shall survive expiration or early termination of this Agreement.

1.3.2 Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$10,000,000 project aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$10,000,000 annual aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors, to the extent the same are provided in the standard coverages provided under the then-currently available ISO CG 00 01 policy or its reasonable equivalent. This policy must also include a designated construction project general aggregate limit

endorsement that modifies the Commercial General Liability policy to provide that the general aggregate limit applies separately to the Project.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Project Company. The coverage provided under such endorsement shall contain no special limitation (i.e., a limitation not included in the standard ISO form of endorsement) on the scope of protection afforded to the City, its officials, employees, and volunteers as additional insureds.

The Commercial General Liability limits provided in this Section 1.3.2 are to be supplemented with umbrella liability insurance that has limits of not less than \$100,000,000 each occurrence and \$100,000,000 general aggregate, and \$100,000,000 annual aggregate for Products and Completed Operations.

1.3.3 Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$5,000,000 combined single limit each accident.

If the Project Company does not own vehicles, the Project Company shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

1.3.4 Crane and Rigging Liability

Coverage must be afforded for any crane operations, under a property/equipment policy (provided that such first-party policy also includes coverage for crane and rigging liability), the Commercial General Liability policy, or the Business Automobile Liability policy as necessary, in line with the limits of the associated policy.

1.3.5 Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency, in each case to the extent the same are included in the coverage provided under the selected commercially available policy.

Contractors Pollution Liability Coverage for sudden and gradual occurrences and in an amount not less than \$25,000,000 per occurrence and annual aggregate arising out of the DB Work, for liability arising out negligent treatment, handling, storage, transportation, or accidental release of any hazardous materials identified under the Agreement.

1.3.6 Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Project Company waives, and the Project Company shall ensure that the Project Company's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

1.3.7 Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than \$400,000,000, including soft costs. Coverage form shall include, but not be limited to:

- All Risk Coverage, including sublimits of \$50,000,000 for Flood and Windstorm with no coinsurance clause
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be incorporated into the Project with limits of \$10,000,000
- Cold testing of all mechanized, pressurized, or electrical equipment
- LEG 2 Coverage or equivalent

This policy shall insure the interests of the owner, contractor, and subcontractors in the Project against all risk of physical loss and damage and name the City as a loss payee. This insurance shall commence upon performance of the Work at the Project site and remain in effect until the Commercial Operation Date.

1.4 Insurance Certificate Requirements

- a. The Project Company shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of the DB Period, with the exception of builder's risk insurance which shall commence upon performance of the DB Work at the Site.
- b. The Project Company shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Project Company to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the DB Period or any surviving obligation of the Project Company following expiration or early termination of the Agreement (prior to the end of the DB Period) goes beyond the expiration date of the insurance policy, the Project Company shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claimsmade or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be no later than the

effective date of the DB Period.

- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Project Company's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows: City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

- 1.5 The Project Company has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Project Company's expense.
- 1.6 If the Project Company's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Project Company may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 1.7 The Project Company's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory, with the exception of the City Required Insurance policies insofar as the claim was caused by the acts or omissions of the employees or agents of the City.
- 1.8 Any exclusion or provision in any insurance policy maintained by the Project Company that excludes coverage expressly required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- 1.9 Except as otherwise provided in this Part 1, all required insurance policies must be maintained until the end of the DB Period, or until this Agreement is terminated, whichever is earlier. Any lapse in coverage shall be considered breach of contract. In addition, Project Company must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the end of the DB Period or the expiration of this Agreement, whichever is earlier. The City reserves the right to review, at any time, coverage forms and limits of Project Company's required insurance policies.
- 1.10 The Project Company shall provide notice of any and all claims, serious accidents (e.g., those that require reporting to OSHA), and any other serious occurrences, which (in each case) pose a reasonable risk of resulting in covered claims and are associated with this Agreement, to the Project Company's insurance company or companies and the City's Risk Management office, as soon as practical.
- 1.11 It is the Project Company's responsibility to ensure that any and all of the Project Company's independent contractors and subcontractors obtain the types and amounts of insurance that are consistent with customary practices for such types of subcontracts and for projects of similar type and capacity to the Project. Any and all deficiencies with respect to insurance maintained by Project Company's independent contractors and subcontractors are the responsibility of the Project Company.

PART 2 - PROJECT COMPANY REQUIRED INSURANCE DURING THE OPERATIONS PERIOD

- 2.1 During the entire Operations Period (except as otherwise specifically provided herein), the Project Company, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below in this Part 2. Alternatively, the Project Company may fulfill any of its obligations in this Part 2 by causing the O&M Contractor to fulfill such obligations (e.g., to maintain the required insurance, provide certificates of insurance, etc.). Providing proof of and maintaining adequate insurance coverage are material obligations of the Project Company. The Project Company shall provide the City a certificate of insurance evidencing such coverage. The Project Company's insurance coverage shall be primary insurance for all applicable policies required of the Project Company herein, except as may be expressly provided herein to the contrary. The limits of coverage under each policy maintained by the Project Company shall not be interpreted as limiting the Project Company's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager, such approval not to be unreasonably withheld, conditioned or delayed.
- 2.2 The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Project Company for assessing the extent or determining appropriate types and limits of coverage to protect the Project Company against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Project Company under this Agreement.
 - 2.3 The following insurance policies and coverages are required:

2.3.1 Professional Liability

Coverage must be afforded for negligence in the performance of professional services (including defense of the insured by the insurer in the case of alleged negligence), in an amount not less than \$5,000,000 each claim and \$5,000,000 annual aggregate. This coverage does not affect or alter the required coverage in Part 1.

Project Company must keep the professional liability insurance in force until the third anniversary of expiration or early termination of this Agreement, which obligation shall survive expiration or early termination of this Agreement.

2.3.2 <u>Commercial General Liability</u>

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$5,000,000 each occurrence and \$10,000,000 location aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$5,000,000 each occurrence and \$10,000,000 location aggregate for Products and Completed Operations
- The policy may include a "Failure to Supply" exclusion (e.g., providing that the insurance does not apply to bodily injury or property damage arising out of the failure of any insured to adequately supply gas, oil, water, electricity, steam or biofuel), except the existence of such an exclusion is not to be

construed as excusing the Project Company from any obligation it may have elsewhere under the Agreement with respect to (a) arranging for the supply of such products or (b) third-party claims arising out of a failure to fulfill such supply obligation (e.g., pursuant to an indemnity provision).

Policy must include coverage for contractual liability and independent contractors, to the extent the same are provided in the standard coverages provided under the then-currently available ISO CG 00 01 policy. To the extent the same is commercially available on a commercially reasonable basis this Policy must include an endorsement that modifies the Commercial General Liability policy to provide that the general aggregate limit applies separately to operations at the Project location.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement (as the same may be updated from time to time by the ISO) or similar commercially available endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Project Company. The coverage provided under such endorsement shall contain no special limitation (i.e., a limitation not included in the standard ISO form of endorsement) on the scope of protection afforded to the City, its officials, employees, and volunteers as additional insureds.

2.3.3 <u>Business Automobile Liability</u>

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$5,000,000 combined single limit each accident.

If the Project Company does not own vehicles, the Project Company shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

2.3.4 Cyber Liability

Coverage must be afforded in an amount not less than \$3,000,000 per claim for claims and costs arising out of cybersecurity incidents. Coverage must include first-party property damage as well as cyber-terrorism events and third-party negligence claims.

2.3.5 Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term "hazardous materials" includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency, in each case to the extent the same are included in the coverage provided under the selected commercially available policy.

Contractors Pollution Liability Coverage for sudden and gradual occurrences and in an amount not less than \$5,000,000 per occurrence and annual aggregate, for claims arising out of the O&M Work.

2.3.6 Workers' Compensation and Employer's Liability

Coverage for personnel employed by Project Company or the O&M Contractor that perform services at the Site must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Project Company waives, and the Project Company shall ensure that the Project Company's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

2.4 Insurance Certificate Requirements

- a. The Project Company shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of the O&M Work.
- b. The Project Company shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Project Company to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Project Company following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Project Company shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be no later than the effective date of the Operations Period.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Professional Liability and Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Project Company's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale 100 N. Andrews Avenue Fort Lauderdale, FL 33301

2.5 With respect to the insurance the Project Company is required to maintain under this Part 2, the Project Company has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance

penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Project Company's expense.

- **2.6** If the Project Company's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Project Company may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- **2.7** The Project Company's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory, with the exception of the City Required Insurance policies insofar as the claim was caused by the acts or omissions of the employees or agents of the City.
- **2.8** Any exclusion or provision in any insurance policy maintained by the Project Company that excludes coverage expressly required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.
- **2.9** Except as otherwise provided in this Part 2, all required insurance policies must be maintained until this Agreement is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Project Company must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Project Company's required insurance policies.
- **2.10** The Project Company shall provide notice of any and all claims, serious accidents (e.g., those that require reporting to OSHA), and any other serious occurrences, which (in each case) pose a reasonable risk of resulting in covered claims and are associated with this Agreement, to the Project Company's insurance company or companies and the City's Risk Management office, as soon as practical.
- **2.11** It is the Project Company's responsibility to ensure that any and all of the Project Company's independent contractors and subcontractors obtain the types and amounts of insurance that are consistent with customary practices for such types of subcontracts and for projects of similar type and capacity to the Project. Any and all deficiencies are the responsibility of the Project Company.

PART 3 - CITY REQUIRED INSURANCE

3.1 The City's Liability Insurance.

- **3.1.1** The City acknowledges, without waiving its right of sovereign immunity as provided by Section 768.28, Florida Statutes, that the City is insured or self-insured under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.
- 3.1.2 The City shall procure and maintain at its own expense and keep in effect during the full term of the Agreement (including during the City Enabling Infrastructure Work, the DB Period, and the Operations Period), a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Florida Statutes, Section 768.28 for General Liability, Auto Liability, and Workers' Compensation, including Employer's Liability (with benefits in accordance with Chapter 440 Florida Statutes) coverage. Nothing in this Annex is to be construed as requiring the Project Company to provide workers compensation or employers liability insurance for the City's employees or agents that perform services or work at the Project. The City waives workers' compensation subrogation in favor of the Project Company, the DB Contractor, and the O&M Contractor. The City will provide a letter of self-insurance as prescribed under Section 768.28 Florida Statutes and will upon reasonable request from time to time provide a certificate of insurance with respect to any liability insurance that is not then provided through self-insurance as provided herein.

3.1.3 During the DB Period, the City waives all claims against the Project Company and its officers, directors, employees, and agents for damages and all expenses (including attorneys' and experts' fees and costs) that would have been covered if the City had carried its self-insured coverage under this Section 3.1 through a third-party insurer.

3.2 The City's Property Insurance.

- **3.2.1** Commencing upon the commencement of the Operations Period, the City shall maintain property insurance for the completed Project (such required policy, as described further in this Section 3.2, the "City Property Policy"), including, without limitation, coverage for all buildings, structures, machinery, equipment, facilities, fixtures, any spare parts at the Project, and electronic equipment, data and media.
- 3.2.2 The City Property Policy must be on an "all risks" form, on a replacement cost basis, with sublimits for specified perils (e.g., windstorm), in an amount determined based on the recommendation made in a probable maximum loss study (a "PML") conducted by a qualified third party, and assuming such insurance is reasonably and commercially available. The City shall arrange for the PML to be prepared at three-year intervals, shall provide the Project Company with a copy of each PML, and in each case shall reasonably cooperate with Project Company in assessing any proposed adjustments to the limit or any sublimits and obtain Project Company's consent, not to be unreasonably withheld, with respect to any such adjustment. Notwithstanding the foregoing, the City shall arrange for any coinsurance requirement in the City Property Policy, which would otherwise apply based on the selected limit, to be eliminated. The City shall arrange for its City Property Policy limits to satisfy any applicable eligibility requirements of the Federal Emergency Management Agency in relation to providing relief in the event of a casualty (e.g., if the FEMA eligibility requirements condition a recovery from FEMA on the existing policy providing limits that are determined based on a 250-year storm, then the City shall arrange for the City Property Policy to comply with this threshold requirement).
- **3.2.3** The City Property Policy must, at a minimum, cover the perils insured under the ISO special causes of loss form (CP 10 30), and must include the following coverages to the extent the same are reasonably and commercially available:
- business income and extra expense coverage with respect to operations at the Project that applies for not less than 12 months following an insured casualty, in an amount of not less than \$5,000,000. If the Project Company requests that the City maintain limits for this coverage in excess of \$5,000,000 or such higher limit as the City may then be maintaining with respect to this insurance at the time (whichever is greater, the "City's Standard BI Limit"), the Project Company shall reimburse the City for the cost of purchasing coverage in excess of the City's Standard BI Limit and the City shall, contingent on such reimbursement, purchase and maintain such higher limit.
- (b) equipment breakdown insurance (also known as boiler and machinery insurance), covering loss due to mechanical or electrical breakdown of equipment at the Project.
- (c) coverage for terrorism (both certified and non-certified), flood, earthquake, expediting expenses, increased cost of construction & demolition, valuable papers, vandalism, and malicious mischief in an amount of not less than \$5,000,000. If the Project Company requests that the City maintain limits for this coverage in excess of \$5,000,000 or such higher limit as the City may then be maintaining with respect to this insurance at the time (whichever is greater, the "City's Standard Other-Coverages Limit"), the Project Company shall reimburse the City for the cost of purchasing coverage in excess of the City's Standard Other-Coverages Limit and the City shall, contingent on such reimbursement, purchase and maintain such higher limit.

- **3.2.4** The City Property Policy must include the interests of Project Company and the O&M Contractor as additional insureds, as their interests may appear. Insofar as Project Company may have an obligation to restore any portion of the Project after an insured loss, Project Company must additionally be included as a loss payee.
- **3.2.5** The City Property Policy shall not be self-insured or provided through self-insurance, and shall instead be procured from third-party insurers authorized or eligible to write policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. The immediately preceding sentence is not to be construed as prohibiting customary and commercially reasonable self-insured retentions within the City Property Policy.
- 3.2.6 The City will upon request provide a certificate of insurance with respect to the City Property Policy and any other City Required Insurance at the following times: (a) when the policy is required to commence (e.g., with respect to the City Property Policy, upon the commencement of the Operations Period); (b) upon renewal or replacement of the City Property Policy; and (c) upon Project Company's written request from time to time, as reasonably requested. The City shall also provide a copy of the policy itself upon Project Company's request from time to time, as reasonably requested. The City shall require the City Property Policy to provide that it will not be canceled or allowed to expire until at least 30 days' prior written notice (10 days for cancellation due to non-payment) has been given to Project Company, and in any event shall ensure that Project Company is notified before the cancellation or non-renewal of the City Property Policy, except this sentence is not to be construed as requiring the City to notify the Project Company of routine non-renewal notices the City receives in cases where the City intends to (and in fact does) continue or replace the City Property Policy in the ordinary course and without an interruption of coverage.
- 3.2.7 The City and Project Company waive all rights against each other and any of their contractors, subcontractors, sub-subcontractors, agents, and employees, each of the other (and including, without limitation, the DB Contractor and O&M Contractor and any of their respective subcontractors, sub-subcontractors, agents, and employees), for damages caused by fire, or other causes of loss, to the extent those losses are covered by or otherwise relate to property insurance required under this Annex (including the property insurance (builders risk) required of Project Company in Part 1, any property insurance maintained by the City with respect to the City Enabling Infrastructure Work, and the City Property Policy) or other property insurance applicable to the Project, except such rights as they may have to proceeds of such insurance. The applicable property insurance policies must not prohibit this waiver. This waiver shall be effective as to a Person (a) even though that Person would otherwise have a duty of indemnification, contractual or otherwise, (b) even though that Person did not pay the insurance premium directly or indirectly, or (c) whether or not the Person had an insurable interest in the damaged property.

Annex L-1 to Comprehensive Agreement

Guaranteed Maximum Electricity Consumption

		Electricity C	Consumption		
	Estimated Design Consumption	Estimated Design Consumption	Guaranteed Maximum Electricity Consumption	Guaranteed Maximum Electricity Consumption	
Unit	kWh	kWh/Day	kWh	kWh/Day	
Electricity consumption	5,465	131,157	7,021	168,498	
Actual Monthly Elect Calculation	cricity Consump	tion	Based on the amount of kWh recorded by the electricity meter at the relevant Tie-In-Point (excluding periods during which electricity consumption is not tracked as a result of a Relief Event or as expressly stated in the Comprehensive Agreement)		
Annual True-Up Calo	culation		Pursuant to Section 7.04(a)(Annual Settlement of Electric Comprehensive Agreement, Consumption Tracking Acceptate average base rate paid be Light (FPL) for the supply capplicable Contract Year, as invoices to the City for such	icity Consumption) of the the annual Electricity ount deficit multiplied by y City to Florida Power & of electricity in the sevidenced by FPL	

Notes to Annex L-1

- 1. Changes to electricity consumption and the related estimated guaranteed amounts as a result of Required Scope Work shall be updated by the Project Company in accordance with Section 8.01 (*Required Scope Items*) of this Agreement.
- 2. The calculations set forth above resulting in the Guaranteed Maximum Electricity Consumption amount are based on estimated variations in the Daily Quantity Requested and the Feedstock Water values specified in Annex G (*Feedstock Water Specifications*). The calculations set forth above assume that in the applicable Contract Year, (a) the Daily Quantity Requested does not exceed the Maximum Daily Requirement and (b) there is no Feedstock Water Deviation during the applicable period.

Annex L-2 to Comprehensive Agreement

Guaranteed Maximum Chemical Consumption

		Estimated Design Consumption	Estimated Design Consumption	Guaranteed Maximum Chemical Consumption	Guaranteed Maximum Chemical Consumption	Design System + Dosing PPM
Chemical	Chemical Concentration %	Kg/Day	Lb/Day	Kg/Day	Lb/Day	
Hydrochloric acid (HCl)	31.5%	21	45	79	174	IX & NF air stripping tower chemical cleaning.
Sodium hypochlorite (NaOCl)	10.5%	15,609	34,413	25,047	55,220	IX: PMF feed Header -2 ppm, PMF Backwash Header- 5 ppm shock dosage, Plant Product Header - 7.32 ppm
Ammonium Sulfate ((NH4)SO4)	39.0%	2,483	5,474	3,509	7,735	Plant Product Header - 4.43 ppm
Sodium Hydroxide (NaOH)	50.0%	6,394	14,096	17,513	38,611	Plant Product Header - 9.02 ppm, IX regeneration & NF CIP.
Sodium chloride (NaCl)	98.0%	8,988	19,816	26,493	58,408	IX regeneration
Sulfuric Acid (H2SO4)	93.0%	33,163	73,111	39,397	86,856	NF SCF feed header - 162 ppm, IX regeneration waste neutralization.
SBS (NaHSO3)	40.0%	548	1,208	767	1,691	IX feed header - 2 ppm, NF SCF feed header - 6.3 ppm
Antiscalant	100.0%	196	433	1,122	2,474	NF feed header -Nalco Dosage. PC-1850T - 1 PPM
Hexafluorosilicic acid (H2[SIF6])	23.0%	794	1,752	1,091	2,406	Plant Product Header - 0.88 ppm
Citric acid (C3H5O(COOH))	50.0%	66	145	252	557	NF- CIP

		Estimated Design Consumption	Estimated Design Consumption	Guaranteed Maximum Chemical Consumption	Guaranteed Maximum Chemical Consumption	Design System + Dosing PPM
Chemical	Chemical Concentration %	Kg/Day	Lb/Day	Kg/Day	Lb/Day	
Ferric chloride (FeCl3)	40.0%	922	2,032	2,658	5,861	IX PMF Feed header- 5.8 ppm
Corrosion inhibitor	100.0%	2,138	4,713	2,741	6,043	Plant Product Header -Nalco Dosage. C-4
Calcium chloride (CaCL2)	32%	2,136	4,708	30,815	67,935	Plant Product Header
Actual Mon Calculat	thly Chemical Constion (for each Chem	umption	Based on the amount of Chemical actually consumed by the Project Company during operations (excluding periods during which Chemical consumption is not tracked as a result of a Relief Event or as expressly stated in this Agreement)			
Annual True-Up	Calculation (for al	l Chemicals)	Pursuant to Section 7.04(a)(ii) (Monthly Tracking and Annual Settlement of Chemical Consumption) of this Agreement, the annual Chemical Consumption Tracking Account deficit multiplied by the reasonable and documented average price paid by the City for the supply of all Chemicals in the applicable Contract Year			

Notes to Annex L-2

- 1. Changes to Chemicals consumption and the related estimated guaranteed amounts as a result of Required Scope Work shall be updated by the Project Company in accordance with Section 8.01 (*Required Scope Items*) of this Agreement.
- 2. The calculations set forth above resulting in the Guaranteed Maximum Chemicals Consumption amount are based on estimated variations in the Daily Quantity Requested and the Feedstock Water values specified in Annex G (*Feedstock Water Specifications*). The calculations set forth above assume that in the applicable Contract Year, (a) the Daily Quantity Requested does not exceed the Maximum Daily Requirement and (b) there is no Feedstock Water Deviation during the applicable period.
- 3. Project Company may introduce new Chemicals and alternate between different Chemicals during operation of the Project with the City's consent (such consent not to be unreasonably withheld, conditioned or delayed).

Annex M

Design Requirements and Construction Standards

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Annex M

Design Requirements and Construction Standards

	Abbreviations (Does not include common codes, standards, or chemical compounds/elements)						
Abbreviation	Meaning	Abbreviation	Meaning				
ACIP	Auger Cast-In-Place	LV	Low Voltage				
AHJ	Authority Having Jurisdiction	MCC	Motor Control Center				
BCRED	Broward County Resilient Environment Department	MGD	Million Gallons per Day				
ВОР	Balance of Plant	MMF	Multi-Media Filter (also Pressurized - PMMF)				
C2CR	Conformed to Construction Records	MV	Medium Voltage				
CDEGS	Current Distribution, Electromagnetic Fields, Grounding and Soil Structure Analysis	NF	Nano-Filtration				
CFR	Code of Federal Regulations	NFPA	National Fire Protection Association				
CIP	Clean-In-Place	NOM	Natural Organic Matter (or Compounds)				
City	City of Fort Lauderdale	NPS	Nominal Pipe Size				
CPVC	Chlorinated Poly-Vinyl Chloride	O&M	Operations and Maintenance				
DOR	DOR Division of Responsibility		Walter E. Peele-Dixie Water Treatment Facility				
EPA	Environmental Protection Agency	PLC	Programmable Logic Controller				
EPC	EPC Engineer, Procure and Construct		Prospect Lake Clean Water Center				
EWP	Early Works Package	PMI	Positive Material Identification				
FAA	Federal Aviation Administration	PMF	Pressurized Media Filter				
FAC	Florida Administrative Code	psig	Pounds per square inch gauge				
FDEP	P Florida Department of Environmental Protection		Poly-Vinyl Chloride				
Fiveash	Charles W. Fiveash Water Treatment Facility	PWHT	Post Weld Heat Treatment				
FRP	Fiberglass Reinforced Plastic	RIO	Remote Input/Output				
FVNR	Full Voltage Non-Reversing	SBS	Sodium Bi-Sulfite				
HDPE	High-Density Polyethylene	SCADA	Supervisory, Control and Data Acquisition				
HMI	Human-Machine Interface	SDG	Standby Diesel Generator				
HRG	High Resistance Ground	SST	Station Service Transformer				
HVAC	Heating, Ventilation, and Air Conditioning	SUS	Secondary Unit Substation				
IO	Input/Output (also I/O)	TOC	Top of Concrete				
IW	Injection Well	TSS	Total Suspended Solids				
IX	Ion Exchange	UL	Underwriters Laboratories				
LCP	Local Control Panel	UPS	Uninterruptible Power Supply				
LED	Light Emitting Diode	WTP	Water Treatment Plant (or Facility)				
		VFD	Variable Frequency Drives				

1. Introduction

This Design Requirements and Construction Standards document (Annex M in its entirety) provides the framework for the detailed design, permitting, construction, testing and commissioning of the Project by the Project Company and the associated performance guarantees.

1.1 Project Structure

For information purposes only, the Project participants and roles are defined in *Table M-1*.

Table M-1 Project Participants and Roles					
Project Participant	Role				
[Prospect Lake Water, L.P.].1	Project Company				
Kiewit Water Facilities Florida Co.	DB Contractor				
Kiewit Engineering Group, Inc. (KEGI)	Engineer of Record for Balance of Plant Design, as Subcontractor to the DB Contractor				
[IDE Technologies – Equipment Supplier]. ²	Engineer of Record for Process Design, as Subcontractor to the DB Contractor Equipment Supplier to DB Contractor Engineering Subcontractor to DB Contractor				
PLCWC O&M, LLC	O&M Contractor				
Brown and Caldwell	Engineering Subcontractor to KEGI				
The Corradino Group	Engineering Subcontractor to KEGI				

1.2 Project Capacity

- (a) The Project Company shall design the Project to operate at a 50 MGD instantaneous flow rate. The City shall provide Feedstock Water to the Project at an up to [65] MGD instantaneous flow rate (as specified on Annex G (Feedstock Water Specifications) to this Agreement). The Project Company has not and shall not be required to make any accommodation in the Project's design for expansions to the Project's capacity beyond a 50 MGD instantaneous flow rate.
- (b) The Project Company shall include the following equipment at Tie-In Points, for any future expansions to the Project:
 - (i) Tee with butterfly valves for isolation at the Product Water line for a potential future treatment system.
 - (ii) Tee with butterfly valves for isolation on the permeate line from the NF system to the stripping towers for potential future use of stripping towers with future treatment.
 - (iii) Tee with butterfly valves for isolation on the wastewater line to the Disposal Wells.
- (c) The City acknowledges and agrees that the DB Work excludes any kind of work related to the following, with respect to future expansions to the Project or otherwise:

¹ **NTD**: Entity name TBD.

² **NTD**: Entity name TBC.

- (i) Changes or upsizing of piping or electrical load capacity.
- (ii) Additional conduit or duct bank.
- (iii) Additional spare raceway or terminations for support of any future treatment equipment (beyond those spares kept for Project Company use in the normal course).
- (iv) Additional capacity for Chemical storage or feed rates.
- (v) Accommodations within buildings or structures for future equipment.

1.3 Water Quality

Annexes G (Feedstock Water Specifications), H-1 (Product Water Legal Standards) and H-2 (Product Water Contract Standards) to this Agreement and Exhibit M-3 (Water Quality Requirements) to this Annex specify the water quality values for Feedstock Water and Product Water that have informed the basis of design of the Project. Such Annexes and Exhibit may be revised upon execution of an amendment to this Agreement reflecting the Required Scope Work pursuant to Section 8.01(d)(iv) of this Agreement.

1.4 Recovery Rate

The NF recovery rate for the Project is expected to be at least 85%.

2. Design-Build Scope and Responsibilities

2.1 Design-Build Scope

- (a) The DB Work shall comprise the following:
 - (i) Process treatment facility (design and supply).
 - (ii) Connection between Project piping and Feedstock Water piping from the City Wellfield (not including associated hot-taps to existing piping) at Site boundary.
 - (iii) Connection infrastructure at Product Water Delivery Point.
 - (iv) Disposal Wells (for disposal of liquid byproduct) with monitoring well.
 - (v) Administration/warehouse building.
 - (vi) Nanofiltration building.
 - (vii) Chemical canopies.
 - (viii) BOP systems including service/fire water, potable water, plant drains, and terminal point connections to existing Utilities.
- (b) All Tie-In Points noted herein are shown in Annex E-1 (Site Description) to this Agreement.

2.2 Design-Build Responsibilities

(a) Subject to the terms of this Agreement, the DB Work shall include all activities for the design and construction of the Project up to Final Acceptance, including equipment testing

and check-out, Dry Commissioning, Wet Commissioning and Performance Test Work. The following is general description of certain components of the DB Work:

- (i) Procurement of certain Governmental Approvals (see Annex I for details).
- (ii) Engineering and design of the Project.
- (iii) Procurement of engineered equipment.
- (iv) Construction of the Project.
- (v) Construction check-out, start-up and commissioning of the Project including:
 - (1) Disinfection and flushing support of pipelines/equipment, other than any such pipelines and equipment to be provided by the City as part of the City Infrastructure Obligations, which shall be disinfected by others (including but not necessarily limited to Feedstock Water wells/piping up to the relevant Tie-In Point at the Site boundary, Product Water pipeline downstream of the Product Water Delivery Point, equipment and piping related to Fiveash).
 - (2) Craft to work with commissioning personnel during startup of Project.
- (vi) Testing the performance of the Project for the achievement of the Commercial Operation Date.

3. Project Description

3.1 Project Location

The Project shall be located on the Site, which is comprised of approximately 11 acres of City-owned property adjacent to the City Wellfield north of the spent lime sludge ponds (excluding the Construction Access and Laydown Areas). The Project Company shall include in the Project's design acceleration and deceleration lanes along Prospect Road for primary vehicular access to the Project, but shall not be required to include any traffic signals.

3.2 Treatment Plant Layout

(a) The Project layout shall incorporate a ring road for equipment access. At the sole discretion of the Project Company, process piping may be installed below grade where feasible. At the sole discretion of the Project Company electrical equipment may be distributed in different areas to facilitate operations. The admin/warehouse building shall be located close to the Project entrance to facilitate Site access control and security.

Figure 3-1 shows a preliminary arrangement for the Project's base location.

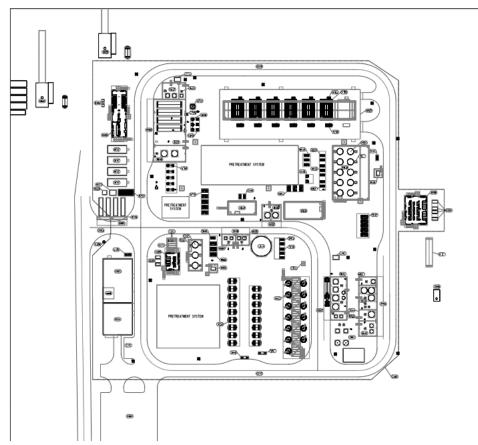


Figure 3-1, Preliminary Plant Arrangement Layout

- (b) The Project Company shall design buildings and structures with attention to the following conditions or circumstances:
 - (i) Prevailing weather and Site conditions (e.g. Named Windstorms)
 - (ii) Residential areas, local traffic, nearby airport and other structural height restrictions around the Site.
 - (iii) The City's existing operations at the City Wellfield.
 - (iv) Local zoning and building regulations applicable to the Site regarding the type of facilities permitted and type of construction allowed (e.g., Project equipment must be located far enough from public areas and thoroughfares to minimize risk to or from the public).
 - (v) Adequate access for maintenance.
 - (A) Arrangement of equipment and facilities on Site to enable removal and replacement of equipment.
 - (B) Forklift access to process areas, including but not limited to:
 - (1) The NF cleaning system.

- (2) Chemical feed areas (e.g. Chemical storage totes).
- (3) Cartridge filters and dry Chemical storage areas.
- (vi) Project Process Units are integrated such that independent operation and shutdown requirements for maintenance of one Process Unit will not affect any other Process Unit.
- (vii) Project and equipment layout assures a safe means of egress is provided for personnel evacuation in the event of an emergency (e.g. Named Windstorms)
- (viii) Egress routes are continuous (though not necessarily in a straight line), unobstructed, clearly marked and lighted.
- (ix) Locations of fire and safety equipment maximize accessibility and minimize exposure to fires, explosions or releases. Fire protection equipment complies with NFPA.
- (x) Process lines, utility headers, power and instrumentation services are either:
 - (A) Underground, providing more open area for O&M Work within the battery limits of the Site and minimizing the risk of tripping, falling and other hazards.
 - (B) Installed on pipe supports, hangers, or overhead pipe racks at elevations designated for each fluid service.
- (xi) Grades slope away from equipment pads, buildings and structures.
- (xii) Equipment noise levels shall be measured at the equipment envelope at a height of 5 feet above the ground and personnel platforms. In areas of noise greater than 85 dBA, the Project Company shall post appropriate signage.
- (xiii) Where feasible, electrical power distribution equipment shall be located in an unclassified area to shorten the length of power distribution conductors.
- (xiv) Location of electrical equipment minimizes the chance of damage due to heat, chemicals and/or particulate contamination.
- (xv) Electrical equipment installation complies with NFPA 70 and is suitable for the area classification established in accordance with NFPA 497 and local codes (where applicable).

3.3 Buildings and Structures

- (a) The following general requirements shall apply to Project buildings and structures:
 - (i) Installing a bridge crane at the Nano Filter Building over the NF feed pumps to facilitate pump maintenance.
 - (ii) Servicing NF booster pumps with mobile, non-permanent equipment rather than a bridge crane.
 - (iii) Fabrication of NF equipment framing and racks using epoxy-coated carbon steel.

(iv) Location of NF feed pumps adjacent to the NF skids to decrease the quantity of large diameter piping and associated piping frictional losses.

3.4 Reliability and Resiliency

- (a) The Project Company shall design the Project to provide Product Water that meets the standards defined in Annexes H-1 (*Product Water Legal Standards*) and H-2 (*Product Water Contract Standards*) to this Agreement (as such standards may be revised following the execution of an amendment to this Agreement reflecting the Required Scope Work pursuant to Section 8.01(d)(iv) of this Agreement).
- (b) Section 5 (*Technical Design Basis*) of this Annex defines the spare equipment capacity at the Project.

3.5 Treatment Process

- (a) The Project's water treatment configuration shall be a split stream process comprised of an NF stream and an IX stream. The Project Company shall design the Project to accept and treat Feedstock Water supplied by the City in accordance with the parameters set out in Annex G to this Agreement from the Biscayne aquifer via the City Wellfield well pumps. In addition to the primary water treatment process equipment, stripping towers, chemical dosing, media filters and softening equipment shall provide supporting treatment functions. The Project Company shall blend the split stream treated water into Product Water for pumped conveyance to the Fiveash via new transmission piping provided and maintained by the City.
- (b) BOP systems shall include service/fire water, potable water piping and plant drains. The waste stream from the treatment process shall run to the Disposal Wells.

3.6 Connection to Existing Feedstock Water Header

The Project influent piping shall connect (in one single connection) to the existing City Wellfield Feedstock Water header(s) as defined in Annex B (City Infrastructure Obligations) to this Agreement.

3.7 Feedstock Water Split

- (a) The City shall pump Feedstock Water from the City Wellfield to the Project, where such Feedstock Water shall be immediately divided into two separate streams, each having its own treatment process, which later consolidate into a single stream. The two treatment streams shall be as follows:
 - (i) NF (Anoxic) Process Stream
 - (A) Reduces Product Water hardness
 - (B) Equipment and piping shall be sized for 80% of feed capacity
 - (ii) IX (Aerobic) Process Stream
 - (A) Does not reduce Product Water hardness
 - (B) Equipment and piping shall be sized for 30% of feed capacity
- (b) The NF and IX normal process streams shall allow for a range between an 80%/20% to a 70%/30% flow split, depending on the Feedstock Water conditions. The Project Company

expects to direct any treated water not meeting the standards of the Product Water Quality Guarantee to the brine tank for injection into the Disposal Wells.

3.8 NF (Anoxic) Process Stream

(a) The Project Company expects to keep the NF process under anoxic conditions due to the presence of Fe⁺² and H₂S in the water. In an oxygen-rich environment oxidized iron (Fe(OH)₃) would precipitate and increase the fouling potential in NF membrane processes. Similarly, when Feedstock Water containing H₂S is under aerobic conditions, elemental sulfur might precipitate on the membranes. Keeping this stream under anoxic conditions allows the NF to remove iron from the Feedstock Water without increasing the fouling potential and operational costs. In the presence of H₂S, keeping the stream in reduced potential prevents membrane fouling, while the downstream air stripper removes H₂S. The Project Company expects to dose SBS in order to maintain a reduced-oxygen environment and limit iron and sulfide precipitation.

3.9 NF Pretreatment

Pursuant to Section 8.01(a) of this Agreement, the City and the Project Company shall assess whether Extra Work is necessary to design and construct an NF pretreatment system as part of the Project. The City and the Project Company will make such assessment after the Project Company has completed the Project Company Feedstock Water Analysis.

3.10 Pretreatment Micronic Cartridge Filters

- (a) Micronic cartridge filters shall be the last stage of the pretreatment process and shall serve as a redundant measure to protect the NF membranes and feed pumps from any possible carryover of particulate matter.
- (b) The Project Company shall equip the micronic cartridge filters with a removable basket, enabling the simultaneous and complete replacement of all cartridge filter elements of a single micronic cartridge filter vessel.
- (c) The cartridge filter shall be made of a synthetic non-degradable material (polypropylene) and the filter housing shall be equipped with a pressure gauge to indicate the differential pressure.

3.11 Pretreatment Chemical Dosing

- (a) The Project Company shall equip the treatment stream before the NF modules with the following chemical dosing capability for any influent:
 - (i) Sulfuric acid for pH reduction (to help limit precipitation of Sulfur due to elevated concentrations of H₂S in the influent).
 - (ii) SBS dosing to create anoxic (reduced-oxygen) conditions (prevents precipitation of Fe and H₂S).
 - (iii) Antiscalant after or before the micronic filters to limit scale formation downstream.

3.12 Equipment and Material Selection

(a) All process equipment and wetted materials shall conform to NSF International Standard 61 as adopted by Rule 62-555.335 (FAC) or acceptable alternative as identified in Rule 62-555.320 (FAC).

(b) Project Company shall supply equipment as shop primed and finish painted and shall perform only field finish paint touch-up at the Site.

3.13 Nanofiltration (NF)

- (a) The NF process shall remove multivalent ions (e.g., hardness and iron) and NOM that color the water, as well as microorganisms and other compounds.
- (b) Each NF module shall be a pre-engineered, skid mounted unit that contains the membrane pressure vessels, membrane elements and associated interconnecting piping and instrumentation.
- (c) The following is a general description of the key equipment comprising each NF module:
 - (i) Membrane Pressure Vessels manufactured according to ASTM pressure vessel specifications.
 - (ii) NF Membrane Elements membrane elements are expected to be 8" x 40" elements suitable for working pressures of up to 150 psi.
 - (iii) Low Pressure Piping Package The pre-engineered membrane module shall be supplied with all interconnecting low-pressure piping allowing conveyance of Feedstock Water, concentrate and Product Water.
 - (iv) Pump Package (Low Pressure Pump) Each NF module shall be fed with pressurized water via a low-pressure pump equipped with a variable frequency drive. Between stage NF booster pumps will be included if required to boost interstage pressures.
 - (v) Potential NF membrane suppliers include those as listed in Exhibit M-5 and others selected by the Project Company, subject to the requirements of Exhibit M-5.

3.14 Clean-in-Place (CIP) System

- (a) The presence of organic materials and biological microorganisms in the Feedstock Water has the potential to increase the frequency and severity of membrane biofouling. To mitigate this biofouling, the Project Company shall supply the NF treatment trains with a CIP system and associated cleaning chemicals, as required to maintain the membranes in optimal working condition.
- (b) The CIP system shall include the following components:
 - (i) CIP solution preparation tanks and pumps;
 - (ii) CIP tank, CIP pump and cartridge filter;
 - (iii) pH analyzer, flow meter and thermometer; and
 - (iv) Connecting piping and valves.
- (c) The Project Company shall ensure that the CIP system is manual.
- (d) The Project Company shall design the CIP system to enable flushing and cleaning of one NF train at a time.

3.15 Flushing System

- (a) The Project Company shall ensure that the NF system includes a permanently piped membrane flushing system to automatically flush vessels in the NF trains to remove residual concentrated Feedstock Water after a CIP mode or in the event of a shutdown. The system shall include a set of flushing pumps, interconnecting piping with valves and fittings, and a tank with permeate water. The Project Company shall flush the NF trains using permeate water from the IX regeneration basin.
- (b) In the event of a shutdown during CIP, the Project Company expects to clean membranes with permeate water, and an automatic flushing process to remove residual chemicals. After passing through the membranes, the flushing water shall flow to the low-pressure brine line to drain. The NF system shall permit the Project Company to flush one train at a time using permeate.

3.16 Post Treatment – Air Stripping Tower

- (a) The Project Company shall incorporate an air stripping tower following the NF process. Air stripping is a technology in which dissolved gases are transferred to an atmospheric form. The air stripper is expected to include a spray nozzle at the top of the tower that sprays the water over the packing and/or trays in the column. As water descends, air is forced up through the column, stripping off the dissolved gases. The stripping tower shall provide the necessary surface area to expose the water being treated to air, thus maximizing the amount of volatilization. A sump or tanks at the bottom of the tower shall collect the treated water.
- (b) The Project Company expects to use post treatment stripping towers for two purposes:
 - (i) Removal of CO₂ to increase pH levels; and
 - (ii) Conversion of H₂S from its dissolved form to an atmospheric gas, thus removing it from the water.
- (c) The City acknowledges and agrees that low concentrations of odor causing components will be present in the stripping air and the DB Work excludes odor control systems or equipment. If any Applicable Law requires the Project Company to implement any odor control system or equipment, the Parties shall treat such requirement as a City Change for all purposes of this Agreement.

3.17 IX (Aerobic) Process Stream

The Project Company shall keep the Ion Exchange (IX or Aerobic) stream under oxidized conditions to enhance the precipitation and removal of iron by the PMF process. Feedstock Water enters the H₂S air stripper, which converts the saturated H₂S to atmospheric gas. In parallel, the system oxidizes the iron and causes the iron to precipitate in PMFs downstream of the air strippers. Downstream of the PMFs, the IX removes NOM that causes the coloring of the water. After the treatment described above, the treated water stream from this system blends with the anoxic stream described in Section 3.5(c) of this Annex to create the required Product Water.

3.18 Oxidation

(a) The initial treatment element of the aerobic stream shall be an air stripping tower or other treatment which promotes oxidized conditions. Oxidation serves two purposes.

- (i) To oxidize iron to induce its precipitation (the PMF removes Fe(OH)₃ downstream).
- (ii) To reduce the concentration of H₂S (H₂S is a volatile compound dissolved in the effluent. Air stripping transfers the H₂S to an air stream and then to the atmosphere).
- (b) The City acknowledges and agrees that low concentrations of odor causing components will be present in the oxidation process and the DB Work excludes odor control systems or equipment. If any Applicable Law requires the Project Company to implement any odor control system or equipment, the Parties shall treat such requirement as a City Change for all purposes of this Agreement.

3.19 Chemical Dosing

- (a) The Project Company shall provide for Chemical dosing downstream of the oxidation process. Dosing NaOCl serves two purposes:
 - (i) Reduces the fouling potential in the downstream process units (PMF and IX); and
 - (ii) NaOCl acts as an oxidizing agent to induce Fe⁺² precipitation for removal by the PMF.

3.20 Pressurized Media Filters (PMF)

Following Chemical dosing, the water shall enter PMFs. Oxidation of the PMF influent promotes iron sedimentation, causing an increase in TSS that the PMF remove before the water enters the downstream IX process. The Project Company shall design the filtration velocity to allow high TSS removal. The Project Company shall supply the pressurized multimedia filtration system with an automatic backwash system and air scouring system.

3.21 Ion Exchange (IX)

- (a) Downstream of the PMF, the treatment process shall continue with an IX process, which will remove NOM that colors the water. IX resins are insoluble substances containing loosely held ions that can be exchanged with other ions in solutions with which they come in contact. These exchanges take place without any physical alteration to the IX material.
- (b) The IX resin is packed into pressure vessels where it reacts with the organic matter until the resin is saturated. Upon saturation, the Project Company regenerates the IX to restore the exhausted resin back to its proper ionic form for service.
- (c) IX resin suppliers include those as listed in Exhibit M-5 and others selected by the Project Company, subject to the requirements of Exhibit M-5.

3.22 Softening System

The Project Company shall conduct the IX resin regeneration process with a NaCl solution regularly and occasionally with a NaOH solution.

3.23 Blended Product Water

The Project Company shall design the Project to consolidate the NF (anoxic) and IX (aerobic) treated water streams at the IX regeneration basin/product tank. While each of the treatment

streams result in different chemistry, by consolidating and mixing the two streams, the mixed effluent reaches the required Product Water quality standards set out in this Agreement.

3.24 Post Treatment Chemical Dosing

- (a) The Project Company expects to disinfect the Product Water prior to making the Product Water available to the City. The Project Company expects to dose five Chemicals as described below to reach the Product Water standards required by this Agreement normally. During abnormal conditions the Project Company may add Calcium Chloride dosing to reach such standards.
 - (i) Sodium Hypochlorite (NaOCl);
 - (ii) Ammonium Sulfate ((NH₄)₂SO₄);
 - (iii) Fluoride (H₂SiF₆); and
 - (iv) Corrosion Inhibitor.
 - (v) Caustic Soda (NaOH).
 - (vi) Calcium Chloride (CaCl₂)
- (b) NaOCl and (NH₄)₂SO₄ react together to create chloramines.

3.25 IX Regeneration Basin/Product Tank and Product Pumps

- (a) Design
 - (i) The two process streams (NF and IX) described above will converge and mix at the Project's Product Water tank, which shall share common walls with the IX regeneration basin. The IX regeneration basin/Product Water tank is expected to consist of two compartments, one to collect the stripped water and for use as IX regeneration water, and the other to mix the NF and IX treated water streams to create the Product Water. The volume of the IX regeneration basin/Product Water tank facilitates operation of the Product Water pumps.
 - (ii) The IX regeneration basin/Product Water tank and associated pumping stations shall include the following components:
 - (A) Injection of treatment Chemicals either directly to the header of each Product Water pump or to the Product Water retention tank to meet FDEP (FAC) treatment requirements and achieve 4-log virus inactivation. This includes sodium hypochlorite, caustic soda, hexafluorosilicic acid and corrosion inhibitor.
 - (B) Ammonia (Liquid Ammonium Sulfate) dosing system.
 - (C) Product Water pumps (enabling delivery of Product Water to Fiveash via the transmission piping between the City Wellfield and Fiveash).
 - (D) Final refinement using micronic cartridge filters.
- (b) Equipment and Material Selection: All process equipment and wetted materials shall conform to NSF International Standard 61 as adopted by Rule 62-555.335 (FAC) or an acceptable alternative as identified in Rule 62-555.320 (FAC).

- (c) Connection to Transmission Piping: Product Water from the Project will be connected to a transmission line between the City Wellfield and Fiveash. The related pipeline and the flushing/disinfection required are included in the City Infrastructure Obligations and are not part of the DB Work. Annex B (*City Infrastructure Obligations*) to this Agreement provides additional information for the relevant Tie-In Point.
- (d) Pumping Requirements: The required pumps, features and designed redundancies are identified in *Table M-2*. The details in *Table M-2* are indicative and subject to change during detailed design of the Project.

Table M-2 Pumping Requirements ¹					
Pump Service	Configuration	VFD (Y / N)	Flow (gpm)	TDH (ft)	Power (hp)
NF Feed Pumps	6 x 20%	Y	4130	260	425
NF Booster Pumps	6 x 20%	N	3050	70	100
NF Flushing Pumps	2 x 50%	N	4500	70	120
NF CIP Pumps	1 x 100%	Y	4750	135	250
PMF Feed Pumps	3 x 50%	Y	5560	135	290
Softening Regeneration Pumps	2 x 100%	N	50	85	2
IX Regeneration Pump	3 x 50%	N	220	110	10
Softening IX Backwash Pumps	3 x 50%	N	250	85	10
PMF Backwash Pumps	3 x 50%	N	1490	85	50
IX Backwash Pumps	2 x 100%	N	340	75	10
Product Pumps	5 x 25%	Y	8680	115	425
Neutralization Tank Transfer Pumps	2 x 100%	N	1400	80	50
MMF Feed Tank Stripping Tower Cleaning Pump	1x100%	N	TBD	TBD	TBD
Ion Exchange Regeneration Basin Stripping Tower Cleaning Pump	1x100%	N	TBD	TBD	TBD
Brine Transfer Pumps	3 x 50%	N	TBD	TBD	TBD
Potable Water Pumps ²	2 x 100%	N	50	100	2.5
Wastewater Collection Sump Pumps	2 x 100%	N	150	50	5

Notes:

3.26 Chemical Dosing

- (a) Design Chemical Feed and Dosing Systems
 - (i) The Project Company shall provide Chemical feed and dosing systems at various points in the process flow. Chemical dosing systems shall be prefabricated skid mounted units inclusive of metering pumps, instrumentation, process piping and valves and supports. In addition, the Project Company shall provide redundant dosing pumps for each dosing station. Chemical feed and dosing systems include the following key features:
 - (A) The Project Company shall install isolation valves with all root connections to devices (e.g., calibration columns, pressure gauges, or pressure switches), excluding safety relief valves.

¹ All information is preliminary and to be confirmed during detailed design.

Pumping capacity associated with safety showers.

- (B) The Project Company shall equip the main chemical pump discharge outlet lines with backpressure valves.
- (C) The Project Company shall furnish all connections to chemical storage tanks (excluding vent, overflow and top entry fill connections) with isolation valves connected directly to the tank flange.
- (D) The Project Company shall ensure that piping between the tank connection and valve is made from compatible construction material. All aboveground piping shall be color coded and labeled as recommended in Section 2.14 of Recommended Standards for Water Works (Ten State Standards) as adopted by FDEP regulation.
- (E) The Project Company shall arrange Chemical piping in a manner that does not create trip hazards or impede access for plant operators to emergency eyewash stations and conforms with FDEP regulations and American National Standards Institute (ANSI) standards.
- (ii) The Project Company shall ensure that the dosing systems are nearly autonomous units with set points that trigger operation based on process flows. The Project Company shall make all dosing systems available for operation from the HMI screen, by an on/off button specific to each system.

(b) Chemical Storage Capacity

- (i) The Project design basis includes 14 days of on-Site Chemical storage for sodium hypochlorite and 30 days of on-Site Chemical storage for other treatment Chemicals (subject to Section 3.26(b)(ii) below) at the annual average daily flow (AADF) output of 40.65 MGD. Storage locations shall include a secondary containment for tanks. Chemical feed piping will be single containment; double contained piping is excluded.
- (ii) The Project Company expects to use CaCl2 at maximum capacity only during IX line maintenance when 100% of the Feedstock Water is processed through the NF train ("100% NF Operation"). During normal operation (70% NF, 30% IX), the Project Company expects to dose CaCl2 at less than maximum capacity. The amount of CaCl2 that the Project Company stores on the Site is expected to last seven days if the Project Company works continually at 100% NF Operation. 100% NF Operation is expected to occur less than seven days in each month. The City acknowledges and agrees that the DB Work excludes 30 days of on-Site Chemical storage for CaCl2 dosing during 100% NF Operation.

3.27 Disposal of Wastes / Residuals

- (a) Deep Well Injection
 - (i) The Project Company expects to send NF reject water directly to the Disposal Wells for disposal. The Project Company expects to collect backwash water, regeneration waste, clean in place waste, off-spec water, and various other waste streams in the Brine Tank. Disposal Well injection pumps deliver the blend of concentrate and other fluid residuals from the Brine Tank to the Disposal Wells. The Project Company shall construct monitoring well to monitor overlying formations for indications of vertical migration of injected fluids. The design shall include two (2) 20" Disposal Wells, each with a design basis capacity of 11.39

- MGD, one of which shall be included as budgeted DB Work, and the other paid for by the City with the Second Disposal Well Funding Amount.
- (ii) The Project Company shall include multiple fully cemented steel casings and a cemented in place corrosion resistant FRP injection liner in the Class 1 Disposal Well design. The cemented annulus configuration provides enhanced integrity and reduced risk of leakage. Individual casing strands shall telescope to provide isolation of overlying aquifers and formation intervals to terminate at the top of the boulder zone with an open hole discharge within an approximate interval of 3000 to 3500 feet below ground level. Construction of the proposed Class 1 Disposal Well and monitoring well shall fully comply with all requirements of Chapter 403, Florida Statutes and all applicable rules of the FDEP.
- (b) Disposal of Process Wastes and Residuals: The Project's design contemplates that the Project Company will dispose of process wastes and residuals as identified in *Table M-3*.

Table M-3 Disposal of Process Wastes and Residuals			
Process/Residual/Waste Management Procedure			
NF Brine	Discharged to Disposal Well injection		
PMF Backwash Wastewater	Discharged to Disposal Well injection via Brine Tank		
IX Resin Regeneration	Discharged to Disposal Well injection after treatment in Neutralization Tank		
Clean-In-Place Spent Chemicals	pH is neutralized onsite and spent chemicals are discharged to the brine tank for discharge to Disposal Well injection		
Stormwater	Discharged to the stormwater detention pond		
Sanitary Wastes	Discharged to the sanitary sewer in accordance with a wastewater permit from the City of Fort Lauderdale		

3.28 Standby Power

- (a) The Project shall include standby power sufficient for five days of operation at the load required to produce an average annual daily flow of 40.65 MGD.
- (b) The Project's design contemplates that the Project Company will keep five days of diesel fuel storage on-Site for the emergency diesel generators and have two redundant power feeds to the Site. The City shall bring the two redundant power feeds to the Site as a City Infrastructure Obligation (as set forth in Annex B (*City Infrastructure Obligations*) to this Agreement).

3.29 Instrumentation and Controls

- (a) This section describes the Project process SCADA system. The design philosophy used for the Project is based on an HMI/PLC control system architecture. This architecture provides a high level of system reliability and availability as the actual control system supports the various steps of the process.
- (b) Control System / Interfaces
 - (i) The Project control system shall fully integrate with dedicated PLCs and HMI for operation and monitoring of Project performance. From the control room, the plant operator shall be able to review and record all process instruments and equipment settings and conditions.

- (ii) The Project Company shall select automation equipment based on high availability, low failure rate and low mean time to repair, and such automation equipment shall include self-diagnostic and self-checking functions.
- (iii) The Project Company shall design the SCADA system architecture as a hierarchical, multilevel system, comprising the following levels:
 - (A) Supervisory workstation level.
 - (B) Local control mode.
 - (C) Field control level.

(c) Supervisory Workstation Level

- (i) This level is in the central control room, and the Project's design contemplates that the Project Company will utilize this level when the Project is in automatic mode (the primary operating mode for the Project).
- (ii) When the Project is in automatic mode, this level shall monitor all functions, while gathering and storing the Project's performance data. Under normal conditions, the Project Company expects to operate and supervise the Project from this level. During events such as system testing, equipment maintenance or repairs, Project Company may operate sections of the Project from the second and third levels.
- (iii) When a partition (or section) of the Project is placed in remote control mode, the Project's design contemplates that a control room operator will be able to override the local and field levels and take direct control of all functions from the control room.
- (iv) If a partition (or section) of the Project is in local or field operation mode, allowing a local operator to control the equipment, Project's design contemplates that the system shall update the supervisory level regarding equipment status and operation.

(d) Local Control Mode

- (i) The Project Company generally expects to provide this level of control for larger Project equipment that has dedicated electrical distribution equipment within the electrical enclosures. The Project Company shall include control switches on the electrical gear to allow control at this level.
- (ii) Normally, the local control mode of operation is reserved for maintenance, checkout, and testing purposes.

(e) Field Control Level

(i) The Project Company generally expects to reserve this level of control for the common Project equipment such as the backwash water pumps, scour air blowers, the air compressor, general service water booster pump set, sampling pumps, chemical dosing pumps, motor operated valves etc. Where contemplated by the Project Company's design, a local control station containing start/stop or open/close pushbuttons for local control (which shall be wired directly to the motor starter) will perform the field control function. Normally, the Project Company

expects to reserve the field control mode of operation for checkout and testing purposes.

3.30 Wellfield Operations/Coordination

- (a) The Project Company shall include the following capabilities in the Project's control system:
 - (i) Remotely turn well pumps on and off from the Project control room.
 - (ii) Display well pumps Hand-Off-Remote switch position status at the Project control room.
 - (iii) Display well pumps running status from the Project control room.
 - (iv) Display well pumps flow rate (all wells are equipped with flowmeters) from the Project control room.
 - (v) Record the well pumped volume for each well every 24 hours.
 - (vi) Monitoring and display of City Storage Tank water levels from the Project control room.
 - (vii) Monitoring and display of Product Water flow to the distribution system.
- (b) All requested status and control shall occur via fiber optic link. The Project's design shall not contemplate hardwire signals to existing devices or additional control or networking equipment for well-field monitoring and control.
- (c) The Project shall enable data logging of the pumped volume in accordance with the Project Company's standard for record retention.
- (d) The City and the Project Company acknowledge and agree that the DB Work does not include (i) reprogramming or modification of existing equipment to accept the start/stop commands from the fiber link or (ii) new indicating lights, control switches, relays, or other modifications to existing equipment.
- (e) Start/stop will be based on new Project demand needs and the well statuses. The City and the Project Company acknowledge and agree that the DB Work does not include other operations and maintenance requirements, such as lockout/tagout procedures, local control and indication, motor protection features, and existing control features.
- (f) The City shall provide a start/stop philosophy, grouping, and well selection design criteria.
- (g) Wellfield Maintenance: The City is fully responsible for the maintenance of the City Wellfield, associated surface equipment (i.e., pumps, valves, controls, electrical supply) and conveyance piping in accordance with the requirements in the FAC and any other Applicable Law.

4. Existing Site Conditions

4.1 Scope

(a) The existing Site consists of mostly open areas with existing wellfield infrastructure, including Feedstock Water wells and Feedstock Water supply lines.

- (b) The City and the Project Company acknowledge and agree that the DB Work does not include the following:
 - (i) Re-piping of the Feedstock Water header pipe to the Feedstock Water Delivery Point.
 - (ii) Pipeline from the Product Water Delivery Point to Fiveash.
 - (iii) Improvements at Fiveash necessary for Product Water storage and distribution.

4.2 City Wellfield Overview

- (a) The City Wellfield consists of 29 Biscayne aquifer wells which will supply Feedstock Water to the Project. The active wells are effectively configured in two ring headers (eastern and western). The "western" well header connects 13 wells to the "southern" transmission main. The "eastern" well header connects 16 wells to the "northern" transmission main. Typically, seven to ten wells are in service at one time to meet the Fiveash demand.
- (b) The well pumps are (3) stage Flowserve 316SS pumps equipped with 100hp, 460v motors. The City provides electrical service through a combination of diesel generators and/or directly fed 480v.
- (c) Well 42 sits on the Site. The Project Company shall take this well out of service and cap this well. The City shall conduct any salvage of equipment or materials such that the Project Schedule is not adversely impacted. Only the City may conduct such salvage. Well 42 will not be replaced or relocated elsewhere. The Project Company shall also reroute Well 49 effluent piping around the Site.

4.3 Site Access

The City Wellfield is easily accessible from adjacent roads NW 31st Avenue and Prospect Road. These roads are Broward County roads. The Project Company assumes in these Design Requirements and Construction Standards that all public roads to/from the Site are suitable for heavy hauling. The City and the Project Company acknowledge and agree that the DB Work does not include road improvements.

4.4 Environmental Considerations

- (a) Portions of the City Wellfield contain heavy vegetation and surface water bodies. The Project Company has investigated the Site and identified any Excluded Site Conditions in the Project Company Studies.
- (b) The Project Company shall maintain compliance with setback requirements for wellfield protection based on criteria set in FAC 62-532 and protection zone requirements consistent with Broward County Chapter 27. Project Company's Site investigations did not identify wetland encroachment/impacts and Project Company has excluded provisions for DB Work within wetland areas. The City and the Project Company acknowledge and agree that the DB Work does not include wetland or stream bank mitigation.
- (c) The City and the Project Company acknowledge and agree that the DB Work also does not include the remediation of asbestos, lead-based paint, or removal and mitigation of any contaminated soils or Hazardous Material.

4.5 Federal Aviation Administration (FAA) Considerations

The Site is located north and west and partially within the flight path of the City of Fort Lauderdale Executive Airport. The Project Company shall meet FAA requirements during construction of the Project. The Project Company shall not exceed the maximum permissible height for both permanent and temporary structures (e.g. those used during the DB Period) and encroach into the flight path. The Project Company shall obtain all necessary FAA approvals and coordinate with FAA and the airport to determine additional criteria and elevation references.

5. Technical Design Basis

5.1 Scope

This section establishes the criteria for DB Work. It describes the equipment functions and the criteria upon which the Project's design is based.

5.2 Site Design Conditions and Load Parameters

- (a) Site Design Conditions
 - (i) Plant Elevation above sea level = 10.75 ft
 - (ii) TOC Elevation above sea level = 12.0 ft
 - (iii) Atmospheric Pressure = 14.69 psia
- (b) Seismic Loads (E): Reference *Table M-4* for seismic criteria for all Buildings, Structures, Non-building Structures, ductwork, Equipment and Components.

Table M-4 Seismic Criteria	
Site Class:	D
Mapped Spectral Response Acceleration Parameter at Short Periods (S _s)	0.044
Mapped Spectral Response Acceleration Parameter at a Period of One Second (S ₁)	0.022
Design Spectral Response Parameter as Short Periods (S _{DS})	0.047
Design Spectral Response Parameter at a Period of One Second (SD1)	0.03
Risk Category	IV
Importance Factor	1.5
Seismic Design Category	C (per ASCE 7, Section 11.6)

- (i) The Project Company shall determine seismic load generation using ASCE 7 based on the following type of structure or component:
 - (A) Building: Chapter 12
 - (B) Non-Building: Chapter 15
 - (C) Non-Structural Component: Chapter 13
- (ii) For small pumps, skids, and other equipment where the specific seismic coefficients of Table 15.4-2 of ASCE 7 do not apply, the Project Company shall use:
 - (A) R = 1.25

- (B) $\Omega = 2.0$
- (C) $C_d = 2.5$
- (iii) The total operating weight of a piece of equipment or structure shall include, but not be limited to, fluids, insulation, valves, piping etc.
- (c) Wind Loads (W):
 - (i) Wind loads shall be per ASCE 7 & 2020 FBC, Building, 7th Ed. The criteria delineated in *Table M-5* shall apply:

Table M-5 Wind Design Criteria			
Basic Wind Speed (Vult)	185 mph (Note 1)		
Basic Wind Speed (Vasd)	143 mph		
10-Year MRI Wind Speed	77 mph		
Exposure Category	С		
Topographic Factor (Kzt)	1.0		
Building Enclosure Classification	Enclosed (Partially Enclosed for canopies)		
Risk Category IV			
Notes:			
1. Reference Sec. 1620.2, Broward County, 2020 FBC, Buildings, 7 th Ed.			

- (ii) The Site is within a wind-borne debris region, which requires impact protection design for glazed openings per Section 26.12.3 of ASCE 7.
- (iii) Minimum wind load pressure shall be 16 PSF multiplied by the area A_f, per Section 29.7 ASCE 7.
- (iv) The Project Company shall not make allowance for the effect of shielding by other structures.
- (d) Snow Loads (S): The Project Company shall design all buildings, structures, equipment and piping to resist snow loads in accordance with ASCE 7 Chapter 7.
 - (i) Ground Snow Load = 0 PSF
 - (ii) Exposure Factor Ce = N/A
 - (iii) Thermal Factor Ct = N/A
 - (iv) Importance Factor I = N/A
 - (v) Terrain Category = N/A
- (e) Ice Loads: (D_i): Where applicable, the Project Company shall include design structures, equipment, ductwork and piping to resist ice loads in accordance with ASCE 7 Chapter 10.
 - (i) Design Thickness td = 0" (per Figure 10.4-2 ASCE 7)
 - (ii) Importance Factor I = N/A
 - (iii) Kzt = N/A

- (f) Precipitation/ Rain Loads (R): Rain Loads shall be per ASCE 7 & 2020 Florida Building Code, Building, 7th Edition.
 - (i) Design Storm Event: 100-year, 1 hour rainfall = 5.29 inches
 - (ii) Design Storm Event: 25-year, 24-hour rainfall = 11.8 inches
 - (iii) Design Storm Event: 100-year, 24-hour rainfall = 16.3 inches
- (g) Flood Load (F_a): Per section 1612 of the 2020 Florida Building Code, Building, 7th Edition. Within flood hazard areas as established in Section 1612.3 of such code, buildings and structures supporting critical infrastructure must be designed and constructed to resist the effects of flood hazards and flood loads and set at an elevation of BFE + 2' or the 500-year flood elevation, whichever is greater. For buildings that are located in more than one flood hazard area, the provisions associated with the most restrictive flood hazard area shall apply.
 - (i) 100-Yr. Base Flood Elevation Per the June 15,2021 adopted 100-year Flood Elevation Map, Plate WM 13.1 Future Conditions = 10 ft
 - (ii) 500-Yr. Flood Elevation = 11.25ft
 - (iii) Zone AE
 - (iv) Elevation of Lowest Floor = Elevation 12'
- (h) Temperature:
 - (i) For Equipment located Outdoors (Ambient dry bulb temperature):
 - (A) Maximum Operating= 100°F
 - (B) Minimum Operating = 40° F
 - (ii) For Equipment located Indoors (Ventilated Only) (Ambient dry bulb temperature):
 - (A) Maximum Operating= 115 °F
 - (B) Minimum Operating = $40 \, ^{\circ}$ F
 - (iii) For Equipment located Indoors (Air Conditioned) (Ambient dry bulb temperature):
 - (A) Maximum Operating= 75 °F
 - (B) Minimum Operating= 70 °F

Table M-6 shows the units of measurement to be displayed on all submittals.

Table M-6 Units of Measure				
Parameter	English	Abbreviation		
Distance-Long	foot	ft		
Distance-Short	inch	in		
Weight (mass)	pound	1b		
Temperature	Fahrenheit	°F		
Pressure	lb/in ²	psi		

Table M-6 Units of Measure			
Parameter	English	Abbreviation	
Velocity	ft/sec	fps	
Fluid Flow (volume)	cu ft / min	cfm	
	gal/min	gpm	
Fluid Flow (mass)	lb/hr	pph	
Heat (HVAC)	British Thermal Unit	BTU	
Power (thermal)	BTU/hour	BTU/hr	
Power (electric)	Horsepower	HP	

5.3 Civil Design Criteria

- (a) Scope
 - (i) This section serves to define the design criteria for the civil engineering design for the Project.
 - (ii) The Site is relatively flat and is free from underground obstructions, artifacts, restricted areas, and voids. The Project Company shall address any impacts related to burrowing owls in the design.
- (b) Design Codes, Standards, Laws and Ordinances
 - (i) The Project Company shall ensure that the design for the Project is in accordance with all Applicable Laws of the federal government, the State of Florida and Broward County, Florida.
 - (ii) When this Annex does not indicate an edition date of a certain code, standard or publication, the latest edition and addenda in effect as of the Effective Date shall apply.
 - (iii) At a minimum, the Project Company shall design all civil work in accordance with the requirements or recommendations contained in the following codes and standards.
 - (A) Federal: Title 29, CFR, Part 1910, Occupational Safety and Health Standards
 - (B) State and County Building Codes: Florida Building Code, 2020, 7th Edition
 - (C) Flood Resistant Construction and 6th Edition Florida Building Code (2017)
 No Change from updates to Florida Provisions (2020): South Florida Water Management District Volume II (May 22, 2016)
 - (D) Project Adopted Building Codes:
 - (1) International Building Code (IBC), 2018 Edition
 - (2) ASCE 7-16
 - (3) Industry Codes and Standards
 - (4) ASCE 24-14 Flood Resistant Design and Construction

- (iv) The Project Company shall follow the below-listed general design requirements and procedures in the development of Project specifications regarding the use of codes and industry standards.
 - (A) Specifications for materials shall follow the standard specifications of the American Society for Testing Materials (ASTM) and the ANSI.
 - (B) Field and laboratory testing procedures for materials shall follow standard ASTM specifications.
 - (C) Design and placement of structural concrete shall follow the recommended practices of the American Concrete Institute (ACI) including ACI 318-14, the IBC 2018, the International Conference of Building Officials, and the Concrete Reinforcing Steel Institute (CRSI).
 - (D) Design of roadways and storm sewer systems shall conform to APWA, American Public Works Association or other local codes if applicable.
 - (E) American Water Works Association (AWWA).
 - (F) American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets".
 - (G) Asphalt Institute Handbook (MS-4).
 - (H) NFPA.
 - (I) Occupational Safety and Health Act (OSHA).
 - (J) American Society of Nondestructive Testing (ASNT-TC-1A).
- (c) Geotechnical Investigation Report
 - (i) Project Company has conducted geotechnical investigation at the Site and has based the foundation design, including deep foundations, on the results of these investigations (Exhibit M-4 (*Geotechnical Data*)).
 - (ii) Should subsequent Site investigations uncover conditions which differ materially from the conditions identified in Exhibit M-4 (*Geotechnical Data*), such conditions will be the basis for a Relief Event to the extent they result in changes to the foundation designs.
- (d) Topographic Survey
 - (i) The Project Company shall check the existing topographical information in its possession, as well as any additional topographic information or survey results that the Project Company will produce (as and when necessary based on the Project Requirements) (the "<u>Topographic Survey</u>") for completeness and available information as required by Project Company's survey specifications.
 - (ii) The Topographic Survey shall show the Project property lines and existing utilities (above ground and underground, if any).
 - (iii) Survey Control: The Project Company shall establish Project control points for horizontal and vertical control on the Topographic Survey. The preferred coordinate system is Plant Coordinate System. The Project Company shall tie the

Plant Coordinate System to State Plane coordinate system based on North American Datum (NAD) 1983 and NAVD 1988. All Site-related design work shall refer to the established Project control points. The Project Company shall establish cross-references/co-relations utilizing the Project control points to exchange between coordinate systems.

(e) General Requirements

- (i) The Project Company shall perform all civil design work for the Project under the direction of a professional engineer registered to execute work in the State of Florida.
- (ii) The Project Company shall provide spill containment measures for all Chemical injection skids, Chemical storage areas, oil filled transformers, diesel storage tanks and any other potentially hazardous storage or operational areas. Spill containment measures shall conform to Title 40, CFR Part 112 et seq. of Chapter 1 (Environmental Protection Agency) Subpart D (Water Programs).
- (iii) Quality Control Testing During Construction: The Project Company shall employ a testing agency to perform tests and to submit test reports. The Project Company shall provide a compressive strength test report form for all test specimens. This form shall accompany all test specimens sent by the Project Company to the laboratory. The Project Company shall furnish ample notification of construction schedules and shall ensure that the testing agency is present as required. Quality Assurance/Quality Control (QA/QC) will be performed in accordance with the Project Company's QA/QC program. A materials testing program shall be part of the QC that the Project Company performs during the DB Period.
- (f) Protection of Structures: The Project Company shall protect the existing structures and utilities adjacent to and within the limits of the excavation against damage. In the event the Project Company uncovers any unmarked or unknown facility during excavation, Project Company shall report its findings to City and shall take further action as required by this Agreement, subject to the Project Company's rights and obligations with respect to a Relief Event. The Project Company's earthwork specifications shall cover protection of structures during earthwork and follow geotechnical recommendations.

(g) Excavation and Fill / Quality Assurance:

- (i) During the course of the DB Work, the Project Company shall perform tests to identify materials and to determine characteristics, moisture content and density of compacted fill. The Project Company shall use such tests shall to verify whether the fill conforms to the requirements of the Project Company's earthwork specifications. The Project Company's earthwork specifications shall also cover excavation and fill work and compaction tests by following geotechnical recommendations. The Project Company shall design foundations on the basis of bearing on native and fill soils compacted to 95% Standard Proctor.
- (ii) If the Project Company finds fills on the Site that are not identified in the Project Company Studies, such discovery shall constitute an Adverse Site Condition.
- (iii) The Project Company assumes that all existing Site soil will be suitable for use as both general fill and structural fill material, and the Site will require imported material to achieve the necessary TOC elevation to meet flood requirements. If

the Project Company encounters unsuitable material the Project Company will remove such material from the Site, as well as the topsoil (which the Project Company shall stockpile for later use). The discovery of such unsuitable material shall constitute an Adverse Site Condition and the basis for a Relief Event. The Project Company has not included costs to haul/dispose any excess soil off-Site. The Project Company will spread excess on-Site at suitable locations in the wellfield area, including any of the properties identified in Annex E-1 (Site Description) to this Agreement subject to Applicable Law.

(h) Grading and Drainage:

- (i) The Project Company shall design the Site grading and drainage system to comply with all Applicable Law and the report outlined in in Exhibit M-4 (*Geotechnical Data*). The general Site grading shall establish a working surface for construction and plant-operating areas, provide positive drainage from buildings and structures, and provide adequate soil coverage for underground Utilities. The Project Company shall accomplish on-Site drainage through sheet flow runoff to ditches that will convey the stormwater into a water quality basin. From the ditches and the basin, stormwater will then be conveyed to the existing pond/lake north of and adjacent to the Site. The City and the Project Company acknowledge and agree that the DB Work includes a limited quantity of pipes/inlets and does not include any detention, stormceptors or other retention/treatment.
- (ii) The Project Company shall prepare hydrology and hydraulic calculations for the Site for 100-year, 24-hour storm event unless required otherwise by the AHJ over the Site.
- (iii) The Project Company shall design all off-Site elements, such as culverts and ditches for public roadways, that are not impacted by the Site or have no impact on the Site in accordance with the prevailing standards of the region.
- (iv) Rainfall Data: The Project Company shall obtain data on storm events for the return periods of 2-year, 5-year, 10-year, 50-year and 100-year, 24-hour from the National Oceanic and Atmospheric Administration (NOAA). The Project Company shall compare rainfall data obtained from NOAA with data provided by a local authority (City/County), if available.
- (i) Dewatering: The preliminary geotechnical report identified in Exhibit M-4 (*Geotechnical Data*) establishes the level of groundwater. The DB Work does not include dewatering. Groundwater levels that are higher than the levels established in Exhibit M-4 (*Geotechnical Data*) shall constitute an Adverse Site Condition. The Project Company shall furnish Project-specific requirements in the Project Company's earthwork specifications following the recommendations in Exhibit M-4 (*Geotechnical Data*).
- (j) Erosion and Sedimentation Control: Proper erosion control measures include, but are not limited to, the use of silt fences, fiber rolls, sediment basins and seeding. The Project Company shall employ these best management practices (BMPs) during construction to control erosion of embankments, temporary material stockpile(s) and limit sediment runoff. The Project Company's plans shall show the temporary and permanent erosion control measures. The Project Company shall ensure that erosion and sediment control are in accordance with Applicable Laws. The Project Company shall prepare a Storm Water Pollution Prevention Plan (SWPPP) or similar document for the Project as required by

Applicable Law and shall check the requirements of the National Pollutant Discharge Elimination System (NPDES) permit in this regard.

- (k) Traffic and Transportation:
 - (i) Roadway Load: Live load means any movable load or other load that can vary with intensity or occurrence, and construction loads. The live load that the Project Company shall use is shown in Table M-7 below. In addition to these loads, the Project Company shall consider other live loads, including crane loads, where appropriate.

Table M-7 Minimum Uniform Live Loads			
Location	Live Load	Remarks	
Sidewalks or driveways subject to trucks	HS20-44	AASHTO loading or fire equipment	
Sidewalks or driveways subject to cars	H10	AASHTO loading and light trucks	

- (ii) The Project Company shall ensure that roadways and parking area surfaces are in accordance with geotechnical recommendations as well as Applicable Law. The Project Company shall prepare plans to show type of surface and related details. If any roadways within the Site are damaged during construction, the Project Company shall repair such roadways to match the surface type existing prior to the damage.
- (iii) The Project Company shall design roadways inside the Site area for a minimum width of 24-feet. The Project Company shall use a minimum radius of 45-feet for inside edge of roadway at the intersections of Site roads. The roadway within the Site area shall conform to the alignment provided in Exhibit M-7 (*Plot Plan Drawing*) with required minor alterations.
- (iv) The Project Company shall provide the roads with the appropriate signs, guidelines and striping in accordance with FDOT requirements for roadways within Site boundaries.
- (l) Site Surfacing: All finish roads and equipment access/maintenance areas are to be asphalt, surfacing of other areas will be rocked or sodded/seeded.
 - Project Company shall not be required to reclaim the Crushed Aggregate Base (CAB) used for roads and laydown. Instead, at the sole discretion of the Project Company, the Project Company may place soil on the CAB and restore with grass as needed. Method and extents of restoration shall be at the sole discretion of the Project Company.
- (m) Fences and Gates: The Project Company shall design fences and gates to meet the Project needs and safety requirements set out in this Agreement. In general, the Project Company shall install chain link fence around the Site. The Project Company's "Chain Link Fence and Gate" specification shall furnish details of material and installation. The Project Company shall create plans to show locations and details of fences and gates. The Project Company shall ensure that all fences are properly grounded.
- (n) Landscape: The DB Work includes gravel and sod inside the Site fenced area and excludes trees, shrubbery and irrigation.

(o) Stormwater Management Plan

- (i) Storm Drainage: The Project Company shall develop a stormwater management plan that coincides with the SFWMD LEC Water Supply Plan. The Project Company shall use the 5-year, 24-hour storm as the design storm for stormwater interception and conveyance and the 25-year, 3-day storm for retention and/or detention facilities and storm discharge. Post development discharge shall not exceed permit requirements. The Project Company shall retain excess runoff on Site and discharge such excess runoff at a rate not exceeding pre-development discharge. The Project Company shall provide documentation of the legal and physical availability of receiving water system to accept discharge.
- (ii) The Project Company shall obtain a Surface Water Management License Application from the Environmental Engineering and Permitting Division (EEPD) of the Broward County Resilient Environment Department (BCRED).
- (iii) Unless specified otherwise by the AHJ, the Project Company shall perform the hydrological analysis using the NRCS (SCS) curve number method and HEC-HMS, SSA, HydroCAD or WinTR-20.
- (iv) The Site is relatively flat with a slight general slope towards the northeast. The Project Company shall use the large pond to the north (North Pond) to meet the water quality requirements for the stormwater runoff. The Site is partially located in a FEMA AE zone, requiring compensatory storage for any loss of flood storage in this zone below the base flood elevation. Proposed ditches shall be oversized as needed to meet this requirement.
- (v) The Site is expected to have concrete foundation pads with grass areas surrounding the pads and a paved perimeter road with driveway accessing the proposed equipment. Roads shall have a 2% cross slope, draining into roadside ditches. The areas surrounding the foundation pads shall be graded with a target slope of 1% away from the pads towards the roadside ditches. Additional interception ditches shall be implemented in areas where larger areas need to be drained towards a roadside ditch. Whereas the interception ditches are largely expected to be shallow V-ditches (with a minimum depth of 2'), the roadside ditches shall be trapezoidal ditches with a 5' bottom width. The depth of the ditches will depend on the final grading of the Site but ditches up to 4' deep are expected.
- (vi) Ditches shall have a minimum grade of 0.1%. A target minimum of 0.2% shall be used where the Project Company determines that terrain topography allows. Excavation side sloped for the ditches shall be 3-horizontal to 1-vertical with appropriate erosion control measures. The bottom width of the ditch shall be 5-feet. The width and 3:1 side-slopes allow for periodic maintenance and mowing. Drainage culverts shall be a minimum of 0.3% or match the grade of the ditch; whichever is greater.
- (vii) The interception ditches and roadside ditches will convey the collected runoff from the Site to the outfall location at the North Pond. Culvert crossings shall be required under the perimeter road and the driveways. A total of 5 culvert crossings are expected with sizes ranging from 18" to 36" reinforced concrete pipe with the smaller culverts routing the interception ditches under the driveways, and the larger culverts draining larger areas underneath the perimeter road. The ditches

and culverts shall be designed to convey the 5-year storm without overtopping or surcharge.

- (viii) Storm sewer pipes and culverts: HDPE or reinforced concrete pipes.
- (ix) FEMA Flood zone: The Site is in a FEMA flood zone. All encroachments on the flood zone shall be compensated. ASCE 24-14 defines the facility as Flood Design Class 4 (buildings or structures that contain essential facilities and services public utilities required in emergencies). As a result, in accordance with *Table 1-1* and *Table 7-1* of ASCE 24-14, the minimum elevation of utilities and equipment is defined as BFE +2 ft or DFE, or 500-year flood elevation, whichever is higher. On June 15, 2021, the Broward County Board of County Commissioners adopted the 100-year Flood Elevation Map, Plate WM-13.1 Future Conditions. This map predicts the future flood conditions in 2060 and establishes minimum habitable floor elevations. The BFE is 10 on the Plate WM-13.1 Flood Elevation Map for the Site. The 500-year elevation is not mapped, but survey provided by the City of Fort Lauderdale Public Works Department shows one area out of the 500-year flood elevation with spot elevations of 11.26 and 11.23. As a result, the Project Company has set the TOC elevation at 12.0 to satisfy the criteria.
- (x) Water Quality: The Project Company shall provide retention and/or detention for the first inch of runoff. The Project Company shall provide a minimum distance to public water supply wells. The Project Company may use existing water bodies on-Site for retention/detention.
- (p) Roadway
 - (i) Design Speed: 15 mph Project road
 - (ii) Roadway width: 24 feet
 - (iii) Roadway Surface: Project roadway shall be asphalt
 - (iv) Minimum curb return radius: 45 feet
- (q) Fences & Gates
 - (i) Entrance Fence Type: Architectural (Fancy)
 - (ii) Fence Type: Chain Link (Galvanized) Fence
 - (iii) Fence Height: 7-feet
 - (iv) Barbed wire on fence: Yes
 - (v) Double Swing Gate
 - (A) Quantity: One (1)
 - (B) Gate Height: 7-feet
 - (C) Gate Width: 24-feet
 - (D) Gate Operation: Manual
 - (vi) Motorized Slide Gate

- (A) Quantity: One (1)
- (B) Gate Height: 7-feet
- (C) Gate Width: 24-feet
- (D) Gate Operation: Motorized
- (vii) Man Gates:
 - (A) Quantity: Two (2)
 - (B) Gate Height: 7-feet
 - (C) Gate Width: 3-feet
 - (D) Gate Operation: Manual
- (r) Sanitary Sewer Treatment: Municipal Connection

5.4 Architectural, HVAC/Plumbing, Building Electrical (MEP) Design Criteria

- (a) Building Package Scope
 - (i) Administration Warehouse Building
 - (ii) Nano Filter Building
 - (iii) Process Canopies
- (b) The Administration Warehouse Building, Nano Filter Building, and Process Canopies shall be based on the information provided in this section and Exhibit M-7 (*Plot Plan Drawing*).
- (c) Design Criteria
 - (i) The Project Company shall design the buildings as required by the City's AHJ-applicable building codes and requirements listed below. The buildings will not be fit for the storage of Hazardous Materials. The Project Company shall include gutters, downspouts and splash block on all containment area canopies on the low side of roof.
 - (ii) Building and Fire Codes. The City enforces the 7th Edition (2020) of the Florida Building Code (FBC) (based on the 2018 IBC), which became effective on January 1, 2021, and the 7th Edition (2020) of the Florida Fire Prevention Code (FFPC), which became effective on December 31, 2020. The following codes shall also apply:
 - (A) 2020 Florida Plumbing Code
 - (B) 2020 Florida Mechanical Code
 - (C) 2020 NFPA National Electrical Code
 - (D) 2020 Florida Building Code, Energy Conservation
 - (E) 2020 Florida Building Code, Accessibility

- (F) NFPA standards and other codes applicable to the Project and are listed below.
- (G) NFPA 10: Standard for Portable Fire Extinguishers (2018 Edition)
- (H) NFPA 13: Standard for the Installation of Sprinkler Systems (2019 Edition)
- (I) NFPA 24: Standard for the Installation of Private Fire Service Mains and Their Appurtenances (2016 Edition)
- (J) NFPA 90A: Standard for the Installation of Air-Conditioning and Ventilating Systems (2018 Edition)
- (K) NFPA 101: Life Safety Code (2018 Edition)
- (L) NFPA 400: Hazardous Materials Code (2016 Edition)
- (M) NFPA 704: Standard System for the Identification of the Hazards of Materials for Emergency Response (2012 Edition)
- (N) ASHRAE Standard 62.1, Ventilation for Acceptable Indoor Air Quality (2019 Edition)
- (iii) Architectural / Structural Requirements. See <u>Section 5.3</u> of this Annex for structural design criteria.
- (iv) Administration Warehouse Design:

(A) Architecture

The Administration Warehouse shall be a pre-engineered metal building standing at 144'-11" L x 54'-0" W with a low eave height of 16'-0" and high eave height of 23'-0". Its exterior shell shall be composed of insulated metal wall and roof panels, hollow metal personnel doors, overhead coiling doors, and aluminum framed storefront windows, all compliant with the 2020 Florida Building Code for Energy Conservation, ASTM E1996 missile testing, and State approval for Broward County High Velocity Hurricane Zones. Brick wainscoting wraps around the base of the building's exterior as indicated on the architectural elevations. This facility's interior shall feature a finished office space with a laboratory and break room. Metal laboratory cabinets, chemical resistant countertops, and a 4' x 6' fume hood shall be included to support laboratory functions. Cable connections for the control room, network room, and electrical room shall utilize an access floor. The structure shall contain a workshop and warehouse with overhead coiling doors to support the Site's maintenance needs. This warehouse shall feature a fiveton bridge crane, restroom and office. Building finishes, door and window types and sizes and fire ratings are as indicated on the architectural drawings provided by the Project Company during detailed design. The Project Company shall provide all furniture, tools, warehouse and shop storage and laboratory equipment.

(B) Fire Protection

This single-story building shall be a mixed use, Group B and S-1 occupancy. Due to the Administration Warehouse's area, occupancy class, occupancy count, and incidental laboratory classification, applicable building codes do not require (and

the Project Company shall not be required to provide) a fire protection (sprinkler system) and fire alarm system. However, the Project Company shall provide fire extinguishers throughout the Administration Warehouse in accordance with NFPA 10.

(C) Plumbing

The Project Company shall include lavatories, water closets, drinking fountains, showers, mop sinks and other plumbing fixtures in the building package as required by applicable codes. Domestic water service shall run through an reduced pressure zone (RPZ) assembly. The Administration Warehouse shall include cold and hot water piping, hot water recirculation systems, an electric tank-type water heater and a compressed air system to supply air for tools in the workshop and equipment in the laboratory.

(D) HVAC

The Administration Warehouse shall include one packaged air handling unit paired with variable air volume (VAV) boxes to condition the office and laboratory portions of the building and an electric wall heater to heat the vestibule. Redundant heat pump systems shall condition the control room and network room. A high plume exhaust fan shall be built into the laboratory. Ceiling exhaust fans shall be used to exhaust restrooms and janitor's closet. Exhaust fans and interlocked louvers shall be used to ventilate the warehouse.

(E) Electrical

The Administration Warehouse Building shall feature interior lighting (including emergency lighting and exit signage), exterior façade lighting (including emergency lighting), lighting controls, convenience receptacles and power provisions for all HVAC equipment, plumbing equipment, City provided appliances, and overhead doors. The Project Company shall provide floor boxes in the control center area, including 480V 3-phase 60A welding receptacles with disconnects and dedicated circuits. Rough-in (conduit, boxes, pull strings, but no devices) for access security shall be located at all exterior doors and wireless access points. For phone and data, the Project Company shall provide outlets with jacks and UTP cable in conduit from jacks to area near panelboards, terminating at a patch panel.

(v) Nano Filter Building Design:

(A) Architecture

The Nano Filter Building shall be a pre-engineered metal building standing at 264'-3" L x 87'-9" W with an eave height of 35'-0". Its exterior shell shall be composed of insulated metal wall and roof panels, hollow metal personnel doors, and overhead coiling doors, all compliant with the 2020 Florida Building Code for Energy Conservation, ASTM E1996 missile testing, and State approval for Broward County High Velocity Hurricane Zones. This facility's interior shall feature a large room for the filter skids and a single restroom. Overhead coiling doors shall be used to provide access to the east and west sides of said filter skids. This facility shall also feature a bridge crane on the south side. Building finishes and door types and sizes shall be as indicated on the architectural drawings

provided by the Project Company during detailed design. The City shall provide all furniture, tools and storage.

(B) Fire Protection

This single-story building shall be a single use, Group F-2 occupancy. Due to Nano Filter Building's area, occupancy class, occupancy count, applicable building codes do not require (and Project Company shall not be required to provide) a fire protection (sprinkler system) and fire alarm system. However, the Project Company shall provide fire extinguishers throughout the Nano Filter Building in accordance with NFPA 10.

(C) Plumbing

The Project Company shall include lavatories, water closets, mop sinks and other plumbing fixtures in the building package as required by applicable codes. Domestic water service shall run through an reduced pressure zone (RPZ) assembly. The Nano Filter Building shall include cold and hot water piping, hot water recirculation systems and an electric tank-type water heater.

(D) HVAC

The Nano Filter Building shall use exhaust fans and interlocked louvers for ventilation in the nano filter process area and a ceiling exhaust fan to exhaust the restroom. The Project Company shall provide ventilation for the building which shall limit the building interior temperature to less than or equal to ambient temperature plus 15° F.

(E) Electrical

The Nano Filter Building shall feature interior lighting (including emergency lighting and exit signage), exterior façade lighting (including emergency lighting), lighting controls, convenience receptacles, and power provisions for all HVAC equipment, plumbing equipment and overhead doors. The Project Company shall provide floor boxes in the control center area, including 480V 3-phase 60A welding receptacles with disconnects and dedicated circuits. Rough-in (conduit, boxes, pull strings, but no devices) for access security shall be located at all exterior doors and wireless access points.

(vi) Canopy Design

(A) Architecture

The Project features pre-engineered metal open air canopies of various dimensions. Their roofs and skirt walls shall be composed of single skin metal panels, compliant with ASTM E1996 missile testing, and State approval for Broward County High Velocity Hurricane Zones. The canopies shall stand on and be bolted to concrete foundations, pedestals and/or containment curb walls.

(B) Fire Protection

Canopies that are below 1,500 sq. ft., and thus U-Utility occupancies shall not require fire sprinkler systems. The Project Company shall not be required to provide fire suppression systems at these canopies, and shall provide fire

extinguishers compliant with NFPA 10. Canopies over 1,500 sq. ft. structures containing chemical quantities trigger an H-4 occupancy. Therefore, these canopies require, and the Project Company shall provide a fire suppression system and fire extinguishers per NFPA 10 for such canopies.

5.5 Mechanical Design Criteria

- (a) Equipment Arrangement and Access. The Project Company shall provide access to equipment including valves, totes, instruments and controls for operation, maintenance and equipment removal.
- (b) Containment. The Project Company shall design and install all secondary containments to prevent any migration of leaks or spills out of the system to the soil, ground water or surface water at any time during the use of the primary storage system. The Project Company shall construct or line containment with materials that are compatible with the fluid to be placed in the primary storage system.
- (c) Facility Piping Requirements
 - (i) The Project Company shall use schedule/nominal wall thickness pipe unless the service conditions exceed the heaviest schedule pipe limitations. Piping 2" and under shall be minimum schedule 80 (schedule 40S) or equivalent unless specified or otherwise evaluated to be acceptable by the Project Company. All threaded pipe sizes shall be Schedule 80 minimum.
 - (ii) Piping design shall be per AWWA standards or ASME B31.3, as specified by the Project Company.
 - (A) Material Corrosion/Erosion: Allowance on pipe wall thickness shall be as follows:
 - (1) Carbon & Low/Intermediate Alloy Steels 0.020"
 - (2) Stainless Steels and Nickel Alloys 0.000"
 - (3) Thermoplastics and Thermoset Plastics -0.000"
 - (B) Non-Metallic Pipe: The Project Company shall use thermoplastic and FRP piping where required for chemical compatibility and/or corrosion resistance. The Project Company shall apply temperature and environmental de-rating factors when determining pressure class and wall thickness.
 - (C) Pipe Sizing: The Project Company shall select pipe sizes primarily on the basis of velocity, allowable pressure drop for the service and good engineering practice, which are understood to be such practices that, at the time they are to be employed, are generally recognized and accepted as good design, engineering and construction of membrane and ion exchange drinking water treatment facilities as observed in the State. The Project Company shall use the following fluid velocity ranges in Table M-8 as a guideline for pipe size selection. For pipe sizes between tabulated values, the Project Company may use the velocity associated with the larger pipe size, but shall use reasonable efforts to avoid non-standard pipe sizes.

Table M-8 Pipe Size Selection					
C · FI · I	Nominal Pipe Size				
Service Fluid	2"	8"	14"	20"	24" and Up
All Gases (ft/min)	3,0002	4,0002	5,000 ²	5,000 ²	5,000 ²
High Flo	ow Water Ser	vice (Greater	than 26" NP	S)	
Pump Suction (ft/sec)	-	1	-	-	6
Pump Discharge (ft/sec)	-	1	-	-	15 ¹
Gene	ral Water Ser	vice (Less tha	an 26" NPS)		
Pump Suction (ft/sec)	2	5	6	8	10
Pump Discharge (ft/sec)	5	10	12	15 ¹	15 ¹
Gravity Drains (ft/sec)	3	4	5	8	12
	Chemical Feed				
Pump Suction (ft/sec)	2	5	6	8	10
Pump Discharge (ft/sec)	5	10	12	1	1
Fire Protection System					
Pump Suction/Recirc (ft/sec)	15				
Underground Loop (ft/sec)	20				

Notes:

- Liquids Metallic piping which contains nonmetallic linings shall have a velocity limit of 12 ft/s unless specified otherwise by the pipe manufacturer.
- 2. Gases Metallic piping which contains nonmetallic linings shall have a velocity limit of 1,800 ft/min unless specified otherwise by the pipe manufacturer.
 - (D) Pipe Slope Requirements: General sloping requirements for the Project are as follows.
 - (1) The Project Company shall design gravity drain systems to slope at a minimum of 1/8" per foot in the direction of flow or according to local plumbing code requirements, whichever is more stringent.
 - (E) Pipe Stress Analysis and Support: The Project Company shall ensure that piping systems have support, anchoring and guidance, so they will not be over stressed from operating or transient conditions and shall not react on equipment beyond limits established by the manufacturers. The Project Company shall perform pipe stress analysis in accordance with the requirements set forth in ASME B31.3, NM.1, NM.2 or other pipe stress analysis method as appropriate.
 - (1) Thermoplastic and FRP piping subject to temperature fluctuations greater than 50°F may require further stress analysis to verify the thermal expansion and contraction is within the pipe manufacturer's design limits.
 - (2) The Project Company shall give consideration to cold piping that connects to equipment with nozzles that are sensitive to pipe loads. The Project Company shall determine which equipment nozzles connected to cold piping require stress analysis, as well as any other cold large bore pipe.

- (3) The Project Company shall be solely responsible for ensuring design loads on the equipment connections do not exceed manufacturer-specific allowable loads. The Project Company shall require vendors to meet the following minimum allowable loads.
 - (I) Metallic Nozzle Loads: Minimum allowable resultant force at each equipment nozzle shall be 250 lb times the NPS, and the minimum allowable resultant moment at each equipment nozzle shall be 500 ft-lb times the NPS. For instance, a 4 inch nozzle shall be designed for minimum 1,000 lb resultant force and 2,000 ft-lb resultant moment.
 - (II) Non-Metallic Nozzle Loads: Minimum allowable resultant force at each equipment nozzle shall be as specified by the equipment manufacturer or supplier.
- (F) **Pipe Supports**: The Project Company shall provide supports as required. Anchors and restraints shall be provided at locations to control the magnitude and direction of movement of the pipe during expansion/contraction.
 - (1) Where required, the Project Company shall independently support valves and equipment that would transmit excessive loads to the piping.
 - (2) The Project Company shall avoid point loads, pinpoint stresses and narrow areas of contact between thermoplastic piping and supports since thermoplastic piping is less rigid than metallic pipe. The Project Company shall avoid use of U-bolts for plastic piping. The Project Company shall line the metal guides used with thermoplastic piping with suitable wear resistant and/or flexible materials to prevent damage to the pipe surface.
- (G) Flanges: Flanges shall conform to ASME B16.5, except as the Project Company determines otherwise.
- (H) Pipe Sleeves: The Project Company shall provide sleeves for all pipes passing through walls and floors. Sleeves shall be sized and have clearances to allow for packing, sealant installation and thermal movement as required. The Project Company shall use pipe boots at locations where pipe movement occurs. Where penetrations are in walls or floors designed for fire separation, the Project Company shall use special sealants and packings designed specifically for the application and to meet the fire separation requirements as required by the applicable, locally adopted, International Building and Fire Codes (IBC/IFC). Fire-stopping materials shall be in accordance with applicable ASTM or UL standards. The Project Company shall box out or sleeve and pack with sand all HDPE and plastic pipe when penetrating concrete for mud mats, concrete foundations and/or housekeeping pads.

- (I) Expansion Joints: The Project Company shall use expansion joints as needed to reduce loads and stresses on piping, nozzles or equipment caused by any combination of external and/or internal joint displacement factors. These factors shall include, but are not limited to, equipment/piping thermal growth or contraction, foundation settlement, seismic movements, high vibration transmission fatigue and field construction misalignment allowances. The Project Company shall not use expansion joints in severe cyclic conditions. The Project Company shall provide adequate means to prevent separation of the expansion joint. The Project Company shall take into account all system conditions when specifying the joint's overall design movements.
- (J) Flexible Hoses: Project Company may use flexible hoses for low pressure, low temperature systems as a solution to field construction misalignments, vibration and seismic movements.
- (K) Dissimilar Metal Joints: When the Project Company makes a piping connection between two dissimilar metallic materials in strong electrolyte systems, the Project Company shall ensure the mating surfaces are electrically isolated. 2-1/2" and larger piping shall require flanges, and the Project Company shall make the flanged joint using an electrically non-conducting gasket and flange bolts fitted with non-metallic ferrules and washers under the bolt heads. The Project Company shall verify electrical isolation after installation. Flange connections (as stated above) shall be the preferred method for piping 2" and smaller, although dielectric-type couplings, bushing or unions may be utilized if necessary.
- (L) Metal to Nonmetal Joints: Where a metallic flange is bolted to a nonmetallic flange, both should be flat-faced with a full-faced gasket. The rating of the joint shall not exceed that of the lower rated flange.
- (M) Nonmetallic Joints: The Project Company shall not join PVC to CPVC in pressure piping systems.
- (N) Underground Piping Systems: In general, the Project Company shall not route underground piping below major equipment foundations. The Project Company may bury any pipe not subject to AASHTO HS-20 loads a minimum of 2 feet or one pipe diameter (whichever is greater) to ensure proper soil support. Otherwise, the Project Company shall bury the pipe a minimum of 3 feet or one pipe diameter below grade (whichever is greater).
 - (1) Thermoplastic pipe buried deeper than 15 feet of cover may require additional engineering analysis. The design loads for buried piping systems shall include, but are not limited to, soil loads, wheel loads, other surcharge loads, external pressure loads, negative pressure loads, groundwater pressure, floatation loads, frost heave, soil settlement and earthquake loads, as applicable.
 - (2) Underground Joints: The Project Company shall use welded, push-on and/or mechanical joints to the greatest extent possible in underground piping systems. The Project Company shall give additional consideration to soil settlement, pipe deflection, joint

- bending and axial loads where underground flanged connections are used to prevent joint separation or failure.
- (3) Sewers and Underground Piping: The Project Company shall interconnect vessels and equipment drains with the Project drainage system and not the storm system, and shall ensure that sewers and drain lines run in the general direction of collection or disposal without sharp angle or turns. The underground gravity drain lines shall measure at least 4 inches.
- (O) Vents and Drains: The Project Company shall design for ventilation of high points and draining of low points to ensure quick and efficient start up, operation and maintenance of all mechanical systems.
 - (1) Drains from skid-mounted equipment shall generally go directly to equipment drains without piping or effluent running across the floor.
 - (2) Drain and vent line sizes for non-skidded, balance-of-plant piping must measure at least ³/₄ inch. Sludge and slurry drains, and vents must measure at least 1 inch.
- (P) Sample and Test Connections: The Project Company shall provide sample and test connections according to the P&IDs.
- (Q) Branch Connections: The Project Company may make intersections and branch connections using direct pipe insertion (branch to run) or by employing fittings, tees, couplings, laterals or crosses, or by using fittings, nozzles, soc-o-lets, weld-o-lets, elbow-lets etc.
- (R) Welding: The Project Company shall primarily use welded connections on systems with ASME B16.5 flange class ratings over CL300. The Project Company shall use flange connections on CL300 and lower systems and where the Project Company anticipates frequent removal of an equipment item or a valve. The Project Company shall ensure that welding connections two inches or smaller are socket-welded connections.
- (S) Design Pressure and Temperature: *Table M-9* applies to all non-skidded, balance-of-plant interconnecting piping provided for the Project.

Table M-9 Design Pressure and Temperature		
Design Pressure		
System Pressurized by Pumps	Submitted pump curve shutoff head, plus maximum suction pressure (including static head) at the pump suction connection. For variable speed pumps, the Project Company shall use the shutoff head corresponding to the 100% pump speed. In the absence of a pump curve, the Project Company may assume a rise to shutoff of 140% from the design point. The Project Company shall add an assumption to calculation that Project Company shall verify prior to system IFC. Note that suction piping must either have the same design pressure as discharge pipe or be equipped with overpressure protection (relief valve), in the case that pump discharge line becomes blocked and suction line is pressurized by pump.	

	Table M-9 Design Pressure and Temperature	
All Other Systems	Gas: Maximum sustained operating conditions (MSOP) plus 25 psi or MSOP plus 10%, whichever is greater.	
	Liquids: Maximum sustained operating conditions (MSOP) plus 10 psi, rounded to next 10 psi, with the following below exception:	
	The Project Company shall ensure that piping systems with operating pressures of less than 6 psig have a design pressure of 15 psig. The Project Company shall ensure that piping systems with operating pressures of 6 psig and greater have a design pressure of at least 50 psig. The Project Company may design for gravity drain lines at atmospheric pressure to have a design pressure of 0 psig.	
Any System Exposed to Vacuum	The above design pressure criteria and full vacuum or maximum vacuum condition allowed by vacuum relief valves	
Design Temperature		
All Systems	Maximum sustained operating condition (internal or external) plus 10°F, rounded to next 5°F.	

- (T) Ratings at Transitions: Where the Project Company connects two piping systems operating at different design conditions, the Project Company shall provide a division valve with a pressure-temperature rating equal to or exceeding the more severe conditions.
- (U) Miscellaneous Branch and Instrument Connections: The Project Company shall use the branch, pipe tap and instrument connection sizes delineated in *Table M-10* on the main line and through the root/isolation valve for all systems. During detailed design, the Project Company shall develop specific size and dimensional details associated with temperature elements beyond the information found below.

Table M-10 Branch and Instrument Connections				
System	Service	Tap Size/Type		
Hazardous Gas or Fluid	Temperature Conns.	1 or 1 ½ inch NPS		
Water Systems	Temperature Conns.	1 inch, 2 inch for high flow services (Header is greater than 26" NPS)		
	Vents, Drains, Test Conns.	3/4 inch NPS		
	Pressure Conns.	3/4 inch NPS		
	Temperature Conns.	1 or 1 ½ inch NPS		
	Level Switch Conns.	1 inch NPS		
	Tank Thermowell Conns.	2 inch NPS		
All Other	Tank Level Transmitter Conns.	2 inch NPS		
Systems	Sample Conns.	3/4 inch NPS, per manufacturer's recommendation.		
	Orifice Flange Conns.	½ inch NPS		
	Flow Nozzle Conns.	3/4 inch NPS		
	Chemical Injection	Size sufficient for injection quill insertion, threaded or manufacturer's recommendation		

- (V) Flanges and Gaskets: Refer to Facility Piping Requirements (Section 5.5(c) of this Annex) for flange and gasket information. Some chemical and glycol systems may require the use of different gasket materials.
- (W) Studs, Bolts, Nuts: Studs, bolts and nuts shall be per Project Company Pipe Specification Sheets, and Technical Specification Piping Mechanical Construction, which the Project Company will develop during detailed design.
- (X) Cathodic Protection: The Project Company shall provide cathodic protection and other corrosion control measures if the Project Company determines these measures to be necessary to protect underground metal piping, vessels, and metallic equipment in contact with the earth, based on Site soil conditions. The Project Company will provide cathodic protection and coatings as recommended by Project Company's corrosion engineer after the corrosion engineer has reviewed the geotechnical data for the Site.
- (Y) Electrically Isolated Joints: The Project Company shall use electrically isolated joints for all connections where any above ground metallic piping meets any underground metallic piping. The Project Company shall use a flange isolation kit or isolation fitting for the electrically isolated joint. The Project Company shall ensure the flanged joint is made using an electrically non-conducting gasket with flange bolts fitted with non-metallic ferrules and washers under the bolt heads. The Project Company shall verify electrical isolation after installation. Flange connections are the preferred method for piping 2" and smaller, although the Project Company may utilize dielectric-type couplings, bushing or unions if necessary.
- (Z) Inspection and Testing: The Project Company shall follow the guidelines below during inspection and testing. The Project Company shall perform pressure testing of piping systems including hydrostatic, pneumatic or initial service test (IST) on systems following completion of construction. This Agreement does not require shop leak testing of field erected piping. The Project Company shall test all underground piping prior to covering the field joints, except for large diameter pipe water systems, for which the Project Company may use internal visual test methods or testable joints and bury such items before such verification.

Table M-11 Inspection and Testing				
Systems 1	Metallic Pipe Test Method	Non-Metallic Pipe Test Method		
Piping systems that cannot be filled with water or where traces of hydrostatic testing medium cannot be tolerated (Includes: Compressed gas, hydraulic oil, nitrogen, sulfuric acid, hydrochloric acid)	Hydrostatic test with air blow dry at 1.1 times design pressure.	Hydrostatic test at 1.25 times design pressure for Thermoplastics or 1.33 times design pressure for FRP. Use clean water at not more than 100°F (water chemically treated as required); in no case to exceed limitations of ASME NM.1 Section 6-3.4 or ASME NM.2 Section 6-3.4.		

Table M-11 Inspection and Testing			
Systems 1	Metallic Pipe Test Method	Non-Metallic Pipe Test Method	
		Lines shall be air blown dry upon completion if process contamination from the hydrostatic testing can cause hazardous, corrosive, or inoperative conditions in the presence of residual testing fluid or moisture.	
Aboveground drains (all systems); Aboveground low pressure, low temperature systems which satisfy ALL of the following Category D fluid requirements per ASME B31.3-2018: a) Fluid handled is, nontoxic, nonflammable, and not damaging to human tissues b) Design pressure is less than or equal to 150 psig c) Fluid temperature is not less than -20°F (Includes: low pressure water systems, sodium bisulfite, sodium bromide, polymer, potassium permanganate, sodium carbonate, antifoam, antiscalant, instrument air) All instrument tubing, vents, temporary piping systems, and all piping for which valve isolation or blanking is not practical (piping terminal flanges shall not be separated for testing)	Initial	Service Test	
Aboveground externally pressured piping (vacuum piping)	Hydrostatic test at an internal gage pressure of 1.5 times the external differential pressure, but not less than 15 psig. As an alternative to leak testing under internal pressure, a vacuum leak test method, technique, and acceptance criteria may be used for vacuum service piping systems in accordance with ASME B31.3-2018 Paragraph 345.2.4(b).		
Aboveground high pressure, high temperature systems which meet ANY of the following normal fluid service criteria per ASME B31.3-2018: a) Fluid handled is flammable, toxic, and damaging to human tissues b) Design pressure is greater than 150 psig c) Fluid temperature is less than -20°F (Includes: high pressure water systems, ammonia, sodium hypochlorite, sodium	Hydrostatic test at 1.5 times design pressure with clean water at not more than 100°F (water chemically treated as required); in no case to exceed limitations of B31.3 Section 345.	Hydrostatic test at 1.25 times design pressure for Thermoplastics or 1.33 times design pressure for FRP. Use clean water at not more than 100°F (water chemically treated as required); in no case to exceed limitations of ASME NM.1 Section 6-3.4 and ASME NM.2 Section 6-3.4.	

Table M-11 Inspection and Testing			
Systems 1	Metallic Pipe Test Method	Non-Metallic Pipe Test Method	
hydroxide, ferric chloride, sodium permanganate, calcium hydroxide, phosphate) Underground pressurized systems			
Underground drains (Waste Drains, Plant Drains, Containment Drains)	Head test – fill piping with clean water at no more than 100°F, water will not be pressurized.		
Fire Protection	Hydrostatic test to 200 psi, or 50 psi in excess of the maximum pressure to be maintained in the system, whichever is greater		
Notes: 1. For chemicals that are not listed in the table, consult the Project Company			

The Project Company shall perform nondestructive testing of piping in accordance with ASME B31.3, ASME NM.1, and ASME NM.2.

- (iii) Facility Valve Requirements. The Project Company shall provide valves which are compatible with the materials of the piping systems where the Project Company applies such valves. Valve pressure and temperature ratings shall meet or exceed the system design conditions, including hydrostatic test conditions. Block valves shall generally be capable of withstanding hydrostatic test pressure from either direction with the valve in the closed position. In general, the Project Company shall weld (large bore) or socket-weld (small bore) all valves above CL600. The Project Company shall provide bonnet overpressure protection as necessary.
 - (A) Isolation Valves: The Project Company shall provide isolation valves on all piping connections to equipment unless a valve is provided with the equipment. The Project Company shall locate the isolation valves for pump suctions and discharges in the larger piping section and use such isolation valves when isolating and servicing the equipment.
 - (1) The Project Company shall provide isolation valves before the inlet of all underground tanks and oil water separators. The above ground to below ground and underground tank isolation valves facilitate system testing and commissioning.
 - (2) When using flexible hoses or non-metallic expansion joints, the Project Company shall provide isolation valves such that a leak or rupture will not result in excess fluid loss or system shutdown.
 - (B) Check Valves: Project Company shall provide check valves on all pump discharge installations and piping applications in which the line may be subjected to significant reverse flow, water hammer or fluid surges.
 - (C) Control Valves: The Project Company shall consider valve application and the minimum, normal and maximum operating conditions to ensure suitable valve capacity, trim and range-ability when designing the control valve sizing. The Project Company shall design valves to pass the maximum flow at 70% to 85% of valve Cv and normally be no less than 10% open at minimum required Cv conditions. Control valve body size

shall be no more than two nominal sizes smaller than the line in which the valve is to be installed. The Project Company shall be able to isolate each control valve for installation, removal and maintenance via upstream and/or downstream isolation valve(s). The Project Company shall provide a full flow bypass line if the service is critical to plant operation, or if the system is allowed to be operated during control valve maintenance.

- (D) Safety and Pressure Relief Valves: The Project Company shall provide safety and pressure relief valves to protect piping systems and equipment as required by Code ASME B31.3. The set pressure of the valve shall range between a minimum of 10% higher than the maximum operating pressure of the system to a maximum of 100% of the piping system's design pressure.
 - (1) Safety pressure relief valve discharge lines shall have a backpressure less than or equal to 10% of the valve's set pressure. The Project Company shall design the discharge line to facilitate drainage.
 - (2) The Project Company shall route safety and pressure relief valve vent stacks for hazardous liquids and gases to a safe location away from platforms and walkways for personnel safety. The Project Company shall provide silencers for safety relief valves if necessary to meet nuisance requirements under Applicable Law.
- (iv) Facility Pump Requirements. The Project Company shall design the pumps in accordance with the Hydraulics Institute Standards where applicable.
- (v) Insulation and Lagging
 - (A) The Project Company shall specify insulation and lagging for piping, gas ducts, tanks and equipment to reduce system heat losses, provide personnel protection, prevent condensation and prevent freezing as required for the specific application.
 - (B) The Project Company shall determine insulation thickness based on the piping system's maximum operating temperature (not the piping system's design temperature).
 - (C) The Project Company shall design anti-sweat insulation on the basis of the relative humidity of the ambient air considering the fluid temperature within the system. The Project Company shall provide anti-sweat insulation only where piping runs above the ceiling, above sensitive equipment or in finished indoor areas.
- (vi) Freeze Protection
 - (A) The Project Company shall provide freeze protection for the Sodium Hydroxide piping and equipment, but not for additional services.
 - (B) The freeze protection design shall maintain a process fluid temperature that is at least 5°F greater than the fluid's freezing point to prevent crystallization of the fluid. In no case shall the freeze protection design

allow the process fluid temperature to drop below the fluid's freezing point.

(vii) Personnel Protection. The Project Company shall provide insulation, expanded metal or other form of personnel protection on surfaces above 140°F which are located less than seven feet vertically above grade or platforms or three feet horizontally from the periphery of walkways, ladders, platforms and other areas where operating personnel may be present. Where gaps in personnel protection are less than 10 ft. in length, the protection mechanism shall run continuously.

(d) Fire Protection Design Basis

- (i) Fire Extinguishers. The Project Company shall provide fire extinguishers throughout the Project in accordance with NFPA 10. The extinguishers that the Project Company shall provide shall be either clean agent type or dry chemical portable fire extinguishers. The Project Company shall ensure that extinguishers in the vicinity of sensitive equipment are clean agent type without exception.
- (ii) Water Supply and Fire Department Access
 - (A) The FFPC requires a fire department access road within 50 feet of each building. The Project Company shall construct the road to be 20 feet wide with a minimum vertical clearance of 13 feet, 6 inches. If the final design includes any dead-end fire department access road in excess of 150 feet in distance, the Project Company shall include provisions for the Fire Department to turn around the responding vehicles.
 - (B) Based on the FFPC, the largest fire water demand for the Site shall be 3,500 gpm, at 20 psig, for 3 hours from the hydrants provided at the Site. The City shall ensure that the City's water distribution system shall be adequate to supply the necessary water pressure and flow for the hydrants. The Project Company shall not be required to provide fire water pumps and storage.
 - (C) The Project Company shall install new underground fire protection piping to provide fire protection water to fire hydrants in accordance with the FFPC and NFPA 24. The Project Company shall connect the new underground fire protection piping to the City water distribution system with the necessary backflow prevention device(s) required by the water utility company servicing the Project.

5.6 Electrical Design Criteria

(a) Scope

- (i) This Section describes design practices for each major piece of electrical equipment, system, study or calculation involved in the Project. If the respective supplier supplies detailed electrical design for packaged electrical equipment, the Project Company shall not be required to replicate this work on the Project Company's own drawing or schedules. Project Company drawings shall include references to all interface points on vendor drawings.
- (ii) All equipment specified herein and DB Work performed by the Project Company shall comply with Applicable Law.

- (b) Design Codes, Standards, Laws and Ordinances. The Project Company shall design for this Project in accordance with all Applicable Laws and the other Project Requirements.
- (c) Electrical Studies. All electrical studies shall require electrical engineering software packages (ETAP, MathCAD, etc.) unless noted otherwise herein. The list below includes applicable electrical studies and calculations.
 - (i) Load flow, Motor Acceleration (Static) and short circuit study:
 - (A) The Project Company shall perform a load flow analysis study to evaluate the system capability to withstand against over voltage, under voltage and overloading situations and to determine the right size of equipment ratings, cable sizing and transformer impedance and taps.
 - (B) The Project Company shall perform motor starting analysis to check the system impact when starting large direct online motors, which can cause under voltage at motor, switchgear and MCC buses.
 - (C) The Project Company shall perform short circuit analysis to evaluate the maximum and minimum available short circuit current at circuit breakers, switchgear and MCC buses.
 - (ii) Protective coordination study and relay settings:
 - (A) The Project Company shall perform relay coordination to ensure with normal and abnormal operation of the system that relays were set with the right sensitivity and security settings.
 - (B) The Project Company shall provide protective coordination study and relay settings and shall require the generator manufacturer to provide protective coordination study and relay settings for all electrical distribution equipment.
 - (iii) The Project Company shall provide all electrical gear per manufacturer's standards, other than arc resistant equipment (which the Project Company is not required to provide).
 - (iv) The Project Company shall complete a grounding grid sizing study to identify size and spacing of cables and ground rods for safe step and touch potentials using CDEGS.
 - (v) Battery, charger and UPS sizing shall be based on essential loads required for safe Project shutdown.
 - (vi) Cable ampacity study for above ground cables shall be based on Site temperatures and installed raceway configurations. The Project Company shall size underground cables based on a ductbank heating analysis done within ETAP.
 - (vii) The Project Company shall provide illumination calculations for normal and emergency interior and exterior lighting.
- (d) Electrical Interfaces. Annex B (*City Infrastructure Obligations*) to this Agreement specifies the requirements for utility interface.
 - (i) Utility and Site Information:

- (A) The Project Company may assume that the average incoming utility voltage is 13.2kV. Based on this criteria, "Minimum" and "Maximum" design basis shall be as follows:
 - (1) Minimum utility voltage with loading of new the facility: 95% of nominal (12.54kV)
 - (2) Maximum utility voltage without loading of new the facility: 105% of nominal (13.86kV)
- (B) Nominal short-circuit current available at utility voltage
 - (1) Maximum Three-phase: 15 kA, X/R = 12
 - (2) Minimum Three-phase: 8 kA, X/R = 15
 - (3) Maximum Line-to-ground: 18 kA, X/R = 8
 - (4) Minimum Line-to-ground: 5 kA, X/R = 15
 - (5) Substation fault clearing time: 85ms (5 cycles)
 - (6) Soil data including resistivity and test elevations are noted in the soil analysis contained in Exhibit M-4 (*Geotechnical Data*).
- (ii) Temperatures
 - (A) Average Ambient: 86 °F
 - (B) Maximum daily average design ambient: 104 °F
 - (C) Minimum daily average design ambient: 50 °F
- (e) System Design
 - (i) The Project shall consist of one MV electrical distribution enclosure and two LV electrical distribution enclosures. These enclosures shall be prefabricated and the Project Company may direct the fabricator(s) ship the enclosures to the Site in sections if necessary. The Project Company shall place the sections on stilts and reassemble the sections per the fabricator's instructions. The enclosures may contain preinstalled electrical distribution equipment including but not limited to:
 - (A) MV Switchgear and MCC
 - (B) LV Switchboard
 - (C) LV MCCs
 - (D) Battery/Battery racks
 - (E) Battery Chargers
 - (F) UPS
 - (G) Motor Starters
 - (H) Variable Frequency Drives

- (I) Automatic Transfer Switches
- (J) Power Factor Correction Equipment (as required)
- (K) Panelboards and transformers for 480VAC, 208/120VAC, 120VAC UPS and 125VDC power distribution
- (L) PLC cabinets
- (M) Network Cabinets
- (N) All accessories and connections per standard design practices for a complete system, which are understood to be such practices that, at the time they are to be employed, are generally recognized and accepted as good design, engineering and construction of membrane and ion exchange drinking water treatment facilities as observed in the State.
- (ii) Refer to Instrumentation and Controls (Section 3.29) for details on how the electrical systems described below shall be designed and build to be monitored and controlled by the Project control system.
- (iii) Medium Voltage System:
 - (A) The Project Company shall design the MV system (13.2kV) to be low resistance grounded and to feed the SUS VPI transformers. The MV switchgear shall contain two main breakers connected to the utility 13.2kV supply. The Project Company shall provide a tie breaker to isolate the two buses and a breaker to connect each standby generator to the 13.2kV switchgear.
 - (B) Each breaker shall be capable of interrupting the maximum available fault current. The system analysis described in this section will determine this maximum available fault current. The MV switchgear shall contain the main breakers, tie breaker and feeder breakers to transformers. The MV switchgear shall be vendor standard metal clad, with standard manufacturer equipment and accessories.
- (iv) Low Voltage System:
 - (A) The LV systems may be comprised of switchboard, motor control centers, MV-LV SUS(s), panelboards, variable frequency drives, batteries, battery chargers and/or UPS. Power distribution voltages of this system shall range from 120VAC up to 480VAC. The LV 480V system shall connect to an HRG at the secondary side of the transformer of each SUS. The HRG shall limit ground fault current on the 3-phase 3-wire system. The system shall send an alarm to the control room when a ground fault is detected.
 - (B) The LV switchboards shall have double-ended main-tie-main configuration. The system analysis studies will confirm all switchboard ratings. The design will enable the Project Company to electronically operate the main and tie circuit breakers contained in the LV switchboard and to manually operate all feeder breakers. The system design shall allow for operator-initiated transfers and may be closed or open transition. The Project Company shall not be required to provide for an automatic transfer

- upon loss of power to one bus. The LV switchboard will be vendor standard dead-front, with standard manufacturer equipment and accessories.
- (C) The Project Company shall furnish maintenance switches and indicating lights at the main breaker. These switches shall function to disable standard relay coordination on the upstream feeder and reduce the arc flash effects. Whenever the Project Company performs work on the LV switchboard, an individual will activate the switch.
- (D) Spares: All 120/208V and 480V panelboards shall include 10% installed spare circuit breakers. 480V switchgear shall include one installed spare circuit breaker per switchgear lineup and each 480V MCC shall include two size 1 FVNR starters and two 125 A frame thermal magnetic circuit breakers. One of the 480V MCCs shall include one spare of each size used on the Project for starters that are size "2" or greater FVNR. The Project Company may, at its discretion, use spares, and the number of spares available on the Commercial Operation Date may differ from those listed here.
- (v) Essential Services Bus: The Project Company shall provide four 2500kW, Tier 4, standby diesel generators to maintain base load power at the 13.2kV switchgear. The generator package shall include all emissions control equipment either inside or mounted on top of the weatherproof enclosure. The design shall enable the Project Company to start the diesel generators automatically following the loss of incoming utility power to support the continued operation of the Project for up to five days. The design shall contemplate at least two days of diesel storage and DEF storage utilizing the 48-hour subbase tanks for each generator and three days of diesel and DEF storage utilizing external tanks.
- (vi) Uninterruptible Power Supply and DC Systems:
 - (A) The Project Company shall provide UPS and DC systems to power essential instrumentation, control and monitoring circuits required for startup, operation, normal and emergency shutdown and offline housekeeping of the Project. The Project UPS shall operate at 120VAC and provide filtered and regulated power via an inverter with inputs from the LV and DC systems respectively. The UPS system shall be comprised of the inverter, static and bypass switches, a voltage regulating transformer and panelboards as necessary.
 - (B) The DC system shall be composed of the Project battery, associated chargers and panels. The Project battery will operate at 125VDC and will supply the UPS and other plant DC loads as required.
- (vii) Variable Frequency Drives and Motors:
 - (A) The Project Company shall provide variable frequency drives (VFDs) for all motors 200HP and larger. Drives shall operate at 480V and be air cooled. All VFDs shall be heavy-duty rated and comply with harmonic limits per IEEE 519. The Project Company shall provide additional equipment required to meet these limits as needed, per manufacturer standard offerings.

(B) The Project Company shall ensure that motors driven by VFDs shall be inverter duty and motor bearing insulation and shaft grounding provisions shall be manufacturer standard for VFD operation.

(f) Studies, Calculations and Guidelines

- (i) Redundancy and Spare Capacity: In general, the Project Company shall split redundant loads, such as 2x100% pump motors or primary and alternate power feeds, between A and B buses. The Project Company shall also split loads that are complimentary, such as 2x50% or 3x50% pump motors, between A and B buses. Control power for the loads on the A bus will come from a power source on the A bus, and likewise for loads on the B bus unless UPS power is provided. In areas where separate buses are not available or are not practical, the Project Company shall provide for power supply from separate breakers in the same supply equipment. The Project Company shall provide small system equipment such as chemical dosing and pump skids with a single power feed to a local control panel. The Project Company shall implement redundancy at the control panel level for this equipment. For power needs that are not integral to the operation of the Project (lights, receptacles, etc.), the power feed will come from the closest available source.
- (ii) The Project Company shall include spare bus ampacity of 20% in the design for switchgear, MCCs and panelboards, though as built conditions may be less. At each level, the Project Company shall add all required spare capacity for bus ampacity so it is not counted more than once. On double ended lineups, the Project Company shall account for the spare transformer capacity only during normal operation (tie breaker open).

(iii) Separation:

- (A) To reduce the potential for interference between cables of different types, the Project Company shall segregate cables and separate cables into different categories according to factors such as voltage, current, signal and function. The Project Company shall utilize a level designation as part of the circuit number. See *Table M-12*, Cable Segregation Table for more information.
- (B) The Project Company shall route cables together as much as allowed by the Cable Segregation Table. Instances where special routing is required include:
 - (1) Redundant circuits Where the Project Company deems equipment or signals "redundant" their circuits may be run in the same underground concrete encased duct. Redundant circuits shall utilize separate above ground conduits. Where redundant cables routed to the same piece of equipment go through an area with a common cable tray, one of the circuits will continue through the area in rigid conduit.
 - (2) The Project Company will route fire protection cables as required by the standard, locally adopted, IBC/IFC.

(3) The Project Company shall route fiber optic cables will be routed through the instrumentation tray where possible.

	Table M-12 Cable Segregation Table							
	Circuit Descriptions/Details				KED			
	TRAY Separation		Cable Class	Voltage	Description	Cable Type	Voltag e Level	CONDUIT Separation
			High Voltage Power	> 8kV, AC	High voltage power, to be used for 13kV circuits	HV 1/C	000	
			MV Power	600V- 8kV, AC	MV power (4/0 smallest size to be used from MV SWGR AND MCC)	MV 1/C	100	
	1 i n							1 i n
	1 2 i		LV Power	≤ 600V AC or DC	0V-600V power	PS, PM or CN (#10, #12)	200	4 i n
4		1 2 i n						4 i n
8 i				50-125V, DC	DI/DO signals			* 8 i
n	2 4		Control	50-120V, AC	DO, solenoids	CN	300	n 1 2
	i n			120V, AC	PTs and CTs (minimum #10, 4 conductor required for CT circuits)	CN	300	i n
	1 2 i n							3 5 i n
				≤ 48V AC or DC	AI/AO signals, transmitters, 4-20mA (do not run in same cable as DI/DO)	LS	400	
			Instrumentatio n	≤ 48V AC or DC	DI/DO signals, limit switches (do not run in same cable as (AI/AO)			
				Varies	RTD (LS triad cable)			
				Varies	Thermocouples (Type E for control and monitoring, type K for and tube temp sensors)	EX or KX		
			Communicatio n	Varies	Communication links using fiber, RS-235/485, ethernet (number of fiber pairs to be verified with I&C lead)	FO, RS, CAT	500	
			Telephone/PA System	Varies Varies	Gaitronics Telephone	TEL TEL		
	KED Voltage Level				Description (U			<u> </u>
	700		Owner Telecom	and Security D	edicated, Copper and Fiber cab	oles		
_	600				in dedicated raceway	. =		
500				2/485, telephone, ethernet, gait			to exceed 330ft)	
400 300		-		PLC or Control System, therm	-		ite	
300 200				n 5A, current transformer and p V (480VAC, 120/208VAC, 125			11.5	
100				ater than 600V and less than or		uiaii JA		
000		Power Circuits w			- quanto on v			
	Cable Type				Description	1		
	LS		Twisted Shield pa	air or triad cab	les (LS03-XP16, LS03-XT16)			
	CS		Control cable wit	h overall shiel	d (CS06)			

Table M-12 Cable Segregation Table						
CN	Control Cable with no shield (CN06)					
PM	Multiconductor power cabl	,				
PS	Single Conductor power ca					
MV 3/C	Medium voltage 3 conductor					
MV 1/C						
HV 1/C	Medium voltage single con 15kV single conductor cab					
		e (MV13)				
KEY DESIGN NO		CE 04.03.27.100 DE 0073.001				
Separation Concern		GE - 94.03.36.100-RE-0073-001				
Communications U	•	EPC/Client				
NERC/CIP for data	highway	NERC group & EPC				
Fire Protection		Dedicated to 600 level raceway. Fire protection cables will be routed separately from the other voltages described herein and will follow the required NFPA, NEC and FM requirements for separation.				
What cable types (i	nsulation/jacket)?	Low Smoke Zero Halogen Cables to be used for Cables in Sample Panel Enclosure and the inside the Admin Building (does not include main power feed to admin building). All cable details including jacket and insulation types, flame ratings, etc. shall be shown on the cable data sheets included within the Wire and Cable 81.09 specification.				
Owner Specific Cri	teria:	NA				
MISCELLANEOU	US NOTES					
Digital Inputs to the	e PLC (24VDC) shall be writt	en as 400 Level with LS type cables				
needs to have the v	Digital Outputs from the PLC (120VAC) shall be written as 300 level with CN type cable. Any miscellaneous DO not from the PLC needs to have the voltage level varied in order select proper cable type. Miscellaneous digital outputs not going to the PLC will need to have their voltage verified in order to select the proper cable type.					
LS type cables shal	LS type cables shall not mix analog signals and digital signals on the same cable. Separate cables shall be used.					
CN type cable may be used for power on #10 and #12 AWG (3-phase power will need to be a 4 conductor cable)						
Type K thermocouples to be used on the Project, Type K extension wire required unless the thermocouple has signal converter for a 4-20mA output						
Ethernet cables shall not exceed 330 feet.						
	Vendor provided cables shall be checked to ensure they are the proper cable for the service intended. The cable separation criteria table and the cable data sheets shall be used for verification.					
High temperature c	able shall be used for level sw	vitches installed on any equipment/devices/services that exceeds 90°C				

(iv) Cable Ampacity Study:

- (A) The purpose of this study is to establish ampacity ratings for power cables on the Project. The cable ampacity study will give minimum cable sizes required for all power cables rated from 120V to 35kV, and cable ampacity ratings for conduit, duct bank, and open cable tray. The minimum power cable size will be #12AWG.
- (B) The Cable Ampacity Study will set forth the basis of cable sizing for underground duct banks in tables, beginning with utilizing worst cast above ground cable ampacity values. The Project Company shall use duct bank cable ampacities only as a starting point for cable sizing. The Project Company shall enter all power cables routed in main duct banks into the duct bank heating model to determine proper final sizing. The Project Company shall model the duct bank heating study with ETAP that uses the Neher-McGrath method for derating cables. This method does not derate for depth, rather it uses the thermal resistivity of the raceway and the environment. The geotechnical study outlined in Exhibit M-4 (*Geotechnical Data*) will determine the soil thermal resistivity. The Project Company shall set concrete thermal resistivity at a typical value of 55.

- (C) The Project Company will base above ground cable sizing on NEC standards and the average ambient temperature to adjust ampacity ratings.
- (v) Raceway Design:
 - (A) Duct banks will not be sloped. The Project Company will install a minimum of 10% spare of conduit in duct banks. This will apply to main trunk runs only. Runs from one manhole/vault to another manhole/vault, runs from a manhole to another building, or runs from a building to another building will each include spare duct banks.
 - (B) The below-listed areas will have only the required number of conduits provided to serve the equipment:
 - (1) Power conduits from switchgear/switchboard/VFD/MCC to motor or another load.
 - (2) Control conduits from PLC to field equipment.
 - (3) Instrumentation conduits from PLC to field equipment.
- (vi) Conduit Material Applications: The Project Company may use electrical conduit materials in the following applications.
 - (A) Underground Raceway:
 - (1) Ducts: PVC 40
 - (2) Couplings: PVC or RTRC
 - (3) Horizontal Elbows: Long radius (36" (914 mm)) PVC, RTRC, or as indicated on the Project drawings.
 - (4) Vertical Elbows: RTRC or GRC
 - (5) Vertical Risers: PVC, RTRC, IMC or GRC. At a minimum, the last 12" (305mm) of the riser embedded in concrete prior to penetrating the surface shall be in accordance with the conduit material type indicated on the Project drawings.
 - (6) Warning Tape: See the Civil Earthwork Specification 93.51.06 for details. The Project Company shall place red dye on the top surface of concrete encased duct banks prior to backfilling around the duct bank.
 - (7) The Project Company shall encase all conduits installed between 36" below grade and final grade (that are not under a foundation), in concrete for protection.
 - (B) Above Grade Conduit: The Project Company shall use only GRC, IMC or RAC for above grade conduit with the following exceptions.
 - (1) The Project Company shall not use IMC in corrosive environments.

- (2) The Project Company may use EMT in indoor areas not susceptible to damage or in concealed areas (e.g., inside masonry walls, inside drywall, above finished ceilings, electrical rooms) but not in wet or hazardous locations.
- (3) The Project Company may use LFMC when it is connected to equipment that is subject to vibration or thermal expansion.
- (4) The Project Company may use RTRC in corrosive environments so long as it is extra heavy wall marked XV. The Project Company may not use RTRC in hazardous locations or where subject to damage.
- (5) The Project Company may use PVC80 in corrosive environments where not subject to physical damage.
- (6) The Project Company shall use PVC-GRC in corrosive environments where subject to physical damage.
- (C) Cable Trays: The Project Company shall use cable trays that, at a minimum, meet load/span class designation 20B (75 lbs. (30 kg) per lineal foot, 20 foot (6.1 m) maximum support span) welded construction in accordance with NEMA VE 1.
- (D) Tray design requirements
 - (1) NEMA Classification: Class B minimum
 - (2) Material:
 - (I) General: Aluminum
 - (II) Corrosive: Fiberglass
 - (3) Maximum rung spacing: 9 inches
 - (4) Side Rail Height: 7 inches
 - (5) Loading Depth: 6 inches
 - (6) Inside Width, inches: 6, 12, 18, 24, 30, or 36 inches
- (vii) Strut Supports: The Project Company may weld, bolt or clamp struts based on manufacturer recommendations. Supports shall not exceed length or weight restrictions of the manufacturer. The Project Company shall utilize Hot Dip Galvanized strut in non-corrosive areas. In corrosive areas, the Project Company shall utilize 304 stainless steel or aluminum strut. In areas corrosive to 304 stainless steel, the Project Company shall install fiberglass strut with 304 stainless-steel anchor hardware that has Radolid thermoplastic synthetic material caps and rust-inhibitor (or engineer approved equal) installed to improve longevity. The Project Company shall consult a corrosion engineer for verification of products in designated environment.
- (viii) Grounding and Lightning Protection:

- (A) Project Company shall use the CDEGS program to perform a grounding analysis of the Site based on information obtained from soil analysis, the available switchyard fault current and X/R ratio, and generator ratings information. For areas of the Site where the soil analysis has not produced defined results, the Project Company will assume NEC and IEEE typical values. The City will provide infrastructure to tie in existing City Wellfield ground grid (if applicable) to the new grid, but the design will attempt to mitigate fault currents without this being considered in the CDEGS study. The CDEGS study will determine the sizing and location of the interconnecting points, final grid spacing, grid conductor size, and the location, number, and depth of ground rods. The Project Company shall join ground rods and grid junction points together using Burndy HYGROUND compression connections. The CDEGS study will determine maximum safe step-touch levels. The safe step-touch levels depend on factors such as soil resistivity, ground potential rise, amount of ground conductor, placement of ground rods, available fault current, fault clearing time and system X/R ratio. The Project Company shall ensure that ground resistance is as required to provide safe touch and step potential levels per IEEE 80 as confirmed through final ground grid design and testing.
- (B) The Project Company shall provide lightning protection where necessary in accordance with NFPA 780, IEEE 665, IEEE 998, IEEE 1100 and ANSI/UL Standard 96A. Air terminal, conductors and other related accessories shall be UL listed and labeled. The lightning protection study shall use zones of protection (rolling sphere method) to determine where air terminals will be needed. The City and the Project Company acknowledge and agree that the DB Work does not include a UL Master Label certification.

(ix) Lighting and Receptacles:

- (A) The Project Company shall use LED type lighting for all outdoor lighting. The lighting design shall minimize light trespass without compromising requirements for adequate lighting for security and safety. The Project Company shall not be required to provide site lighting at the south end of the new parking lot. The City and the Project Company acknowledge and agree that the DB Work does not include curbing or gutters. The Project Company will design the lighting entering/exiting and inside of Project Company-provided buildings and modules. The Project Company shall ensure that lighting levels in all areas (indoor and outdoor) are in accordance with ANSI-IES RP-7 and RP-8 recommended illumination levels.
- (B) The Project Company shall provide emergency lighting powered from an AC power supply with an integral 90-minute battery backup.
- (C) The Project Company shall provide convenience receptacles approximately every 100 feet as determined by detailed design.
- (D) The Project Company shall provide three welding receptacles to facilitate maintenance activities, which receptacles shall be fed whenever possible

by 480V power panel breakers. The conductor sizing and overcurrent protection shall be based on the receptacle rating.

- (x) Physical and Electronic Security: The Project Company shall develop a Project security system including a Plant Access Control System and Closed-Circuit Television. The Plant Access Control System shall consist of a Site entry gate and door locks for restricted areas including the control room, server room and electrical power distribution centers. The Project Company shall provide cameras outdoors to monitor Site entry and the perimeter as part of the Closed-Circuit Television System.
- (xi) Project communications system: The Project Company shall base the design of the Project communications system on a fiber optic system.
- (xii) Electrical System Analysis:
 - (A) The Project Company shall perform electrical system analysis studies throughout the Project.
 - (B) The system analysis shall include load flow, short circuit and motor starting studies. The Project Company shall create an overall model of the electrical system. The Project Company shall enter the loads in a one-line format with all known information at commencement of design of the Project. The system analysis will:
 - (1) Confirm equipment ratings (bus ampacity rating and short circuit rating) for MV switchgear, MV MCC, LV switchboard, and LV MCC.
 - (2) Confirm SST and SUS transformer sizes and impedances.
 - (3) Confirm required tap settings for SST and SUS transformer to operate correctly during periods of normal, minimum and maximum utility voltage. Temporary voltage drops during motor starting shall not extend below 80% of the motor rated voltage at the terminals of the motor being started. Non-starting motors on the same voltage level bus shall not have a voltage of less than 80% of rated voltage at the motor terminals.
 - (C) In order to confirm the information above, the system study shall include several basic operating scenarios. The Project Company shall determine final operating scenarios during the system analysis.
 - (D) The Project Company shall calculate the system analysis using as designed equipment loading and not considering spare capacity.

(xiii) Relaying

(A) The Project Company shall perform a relay coordination study in ETAP and upon completion and provide a complete study with all settings. The study shall include descriptions of relay protection functions, set points, time current coordination curves as well as all appropriate support documentation.

- (B) The Project Company shall provide a full scheme of digital protection relays covering Project items and interconnections. The following equipment shall receive protection as described:
 - (1) Station Service Transformers
 - (I) The primary and backup protection relays for the SST will be located in the MV switchgear. The Project Company shall provide and configure a SEL 387E and GET60 relay to protect the UAT transformer with two overlapping differential (87) zones of protection that includes the high side bushing to the load side of the MV switchgear main breaker.
 - (II) In addition to the differential protection, the Project Company shall set over excitation (24), phase instantaneous overcurrent (50), phase time overcurrent (51), ground instantaneous overcurrent (50G) and restricted earth fault (87G) protection in the protection relays.
 - (III) Other means of protection include sudden pressure (Buchholz), relay, sudden pressure rise relay, oil and winding temperature monitors and dissolved gas monitors.

(2) MV Switchgear

- (I) The Project Company shall provide protection relays in the MV switchgear for all breakers
- (II) Main breaker protection relays shall have at minimum the following function set: phase time overcurrent (51), neutral (residual) instantaneous overcurrent (50N) and undervoltage (27) alarm.
- (III) Non-motor feeder breakers shall have at a minimum the following functions set: phase time overcurrent (50), neutral (residual) instantaneous overcurrent (51), ground instantaneous (50G) and undervoltage (27) alarm.
- (xiv) LV Switchgear: Main breaker protection relays shall have at minimum the following functions set: phase time overcurrent (51), neutral (residual) instantaneous overcurrent (50N) and undervoltage (27) alarm.

(xv) LV Switchboards

(A) The Project Company shall provide the main breaker with LSIG protection utilizing the manufacturer's trip unit. The trip unit shall be capable of current, voltage, power factor measurement, power and energy metering, and Modbus TCP/IP communication. Where the switchboard provides power to more than one VFD, the trip unit shall be capable of Harmonic power quality monitoring.

- (B) The Project Company shall provide feeder breakers greater than 400A with LSIG protection utilizing the manufacturer's trip unit. Trip units for feeders providing power to VFDs shall be capable of Harmonic power quality monitoring.
- (xvi) LV Variable Frequency Drives: Motor VFDs shall have at a minimum the following functions:
 - (A) Overload
 - (B) Overcurrent
 - (C) Ground Fault
 - (D) AC-DC Undervoltage/Overvoltage
 - (E) AC input power loss protection
 - (F) Communication Loss
 - (G) Inverter overheat trip
 - (H) Emergency off trip
 - (I) Main Circuit undervoltage trip
 - (J) Over torque trip
 - (K) Loss of phase
 - (L) Load current imbalance
- (xvii) UPS and Battery Calculations
 - (A) The battery, battery charger and UPS sizing study will confirm the sizing of the DC battery chargers once the loads are attached to the system. Additionally, the study will confirm the size of the UPS system. The Project Company shall consider the parameters described in this Section during the sizing study.
 - (B) The Project Company shall ensure that the Project battery is sized to serve the DC and UPS loads for 4 hours.
 - (C) The Project Company shall ensure that each battery charger is sized to recharge its battery system within 24 hours while simultaneously providing power to the normal continuous DC loads including the UPS inverter.
 - (D) The Project Company shall design the DC system to provide equipment with minimal risk to people or equipment. Typical Project DC loads include UPS and switchgear control. The Project Company shall assess the Project DC loads to determine the appropriate quantities and locations for the Project DC system. Each DC system will include a battery, redundant battery chargers, DC ground detection and DC distribution panels. The Project Company shall perform electrical calculations to verify DC system ratings and interrupting capabilities.

- (E) The design margin on the Project Company-provided battery systems will be 10% of demand load and derated for 25% aging factor as recommended by IEEE 485.
 - (1) The Project Company shall furnish the UPS system to supply the essential loads plus 20% spare capacity. The UPS design margin requirements shall be shown only on the UPS load profile. This load shall roll up to the batteries and the batteries shall have their own required spare capacity added.
 - (2) The DC and associated UPS systems shall have the same availability period after loss of normal power. Therefore, the DC system shall show the total UPS load as one-line item. In addition, loads requiring both UPS and DC such as PLC cabinets shall only be shown on the UPS calculation and rolled up to the battery and charger sizing calculation.
- (F) Electrical databases shall include a load list and circuit schedule.
- 5.7 Instrumentation & Controls (I&C) Design Criteria
 - (a) Scope: This Section defines the design criteria for I&C systems for the Project.
 - (b) Design Codes, Standards, Laws and Ordinances. The Project Company shall ensure that design specifications for all DB Work are in accordance with all Applicable Law, including, but not limited to, the most recent applicable sections of the following codes, as well as the following standards:
 - (i) ANSI American National Standards Institute
 - (ii) ASME American Society of Mechanical Engineers
 - (iii) ASTM American Society for Testing and Materials
 - (iv) IEEE The Institute of Electrical and Electronic Engineers
 - (v) ISA The Instrumentation, Systems and Automation Society
 - (vi) NEC National Electrical Code
 - (vii) NEMA National Electrical Manufacturers Association
 - (viii) NFPA National Fire Protection Agency
 - (c) General Site Conditions
 - (i) The Project Company shall design all instruments and control devices installed in air-conditioned areas for operating conditions specified in Section 5.6(d) of this Annex. The design shall reflect that, in case of an air-conditioning failure, instruments and control devices installed in air-conditioned areas shall operate in temperatures ranging from 50°F, to 105°F, for a period of 48 hours with relative humidity ranging from 28 to 90 percent non-condensing.
 - (ii) All instruments and control devices not installed in air-conditioned areas shall be designed for the temperature and ambient humidity conditions as specified in Section 5.6(d) of this Annex.

- (d) Instruments
 - (i) Redundancy Requirements
 - (A) The Project Company shall consider dual redundant instrumentation for any measurement that controls a critical loop as determined by the Project Company.
 - (B) Instrument redundancy shall follow the applicable manufacturer's standard design.
 - (ii) Transmitter Design Requirements: The Project Company shall design all transmitters in accordance with *Table M-13*. Alternates shall be subject to Project Company approval.

Table M-13 Transmitter Requirements							
Type	Manufacturer	Model	Basis of Design				
Differential Pressure	Rosemount or ABB	Various	ABB 266DSH				
Pressure	Rosemount, ABB, or Yokogawa	Various	ABB 266HSH				
Temperature	Rosemount or ABB	248	Rosemount/Emerson 248				
Ultrasonic	Rosemount, Vega, or E&H	Various	Rosemount 3102				
Non-contacting Radar	Emerson, Vega, E&H	Various	VEGAPLUS64 and VEGAPLUS31				
Guided Wave Radar	Emerson, Vega, E&H	3300 Series, 5300 Series	Emerson 3300 Series and 5300 Series				
Vibration	Bently Nevada	3500	Manufacturer and model line listed				
pH/ORP	Emerson, Hach, or ABB	Various	Emerson 369 Series				
Conductivity	Emerson, Hach, or ABB	Various	Emerson 400-12 (2-Pole) Emerson 228 (toroidal)				
Chlorine	Emerson, Hach, ABB	Various	Emerson TCL (Total) Emerson FCL (Free)				
Turbidity	Emerson, Hach, ABB	Various	Rosemount T-1056 Hach ULTRATURB Plus (when cleaning required)				
Magnetic Flowmeter	Krohne or ABB	Various	Optiflux 2000/4000				
Vortex Flowmeter	Emerson, Yokogawa, E+H	Various	Yokogawa DY-E				

(iii) Switch Design Requirements. The Project Company shall design all switches in accordance with the requirements outlined in *Table M-14*.

Table M-14 Switch Requirements						
Type Manufacturer Model Basis of Design						
Limit	TopWorx (Emerson)	GO Switch 70 Series	Manufacturer and model line listed			
Pressure	Pressure Ashcroft Any Manufacturer listed					

Table M-14 Switch Requirements						
Type	Manufacturer	Model	Basis of Design			
Differential Pressure	Ashcroft	Any	Manufacturer listed			
Level – Chambered	SOR	Any	Manufacturer listed			
Level – Cable Float	Magnetrol	T10	Manufacturer and model line listed			
Level – Vibration	Vega, Emerson, E+H	Various	Emerson 2120			
Temperature	Ashcroft	Any	Manufacturer listed			
Flow	EGE	SN 450/1/2/3	EGE SN 450/1/2/3			

- (iv) Flow Elements Design Requirements. The Project Company shall design all differential pressure flow elements in accordance with the following requirements (which shall be factory calibrated and certified for the Performance Test):
 - (A) Wellfield Intake.
 - (B) MMF Input Feed.
 - (C) Brine to Deep Injection.
 - (D) Product Distribution.
 - (E) Product Off Spec.
- (v) Thermocouple and Thermowell Design Requirements. The Project Company shall design all thermocouples and test wells in accordance with the following requirements.
 - (A) Thermocouple/RTD/Thermowell Manufacturer JMS Southeast, Thermo Electric, or a comparable manufacturer selected by the Project Company.
 - (B) Thermocouple Element Type K, Dual Element, Ungrounded.
 - (C) Thermowell Type Tapered.
 - (D) Thermowell Connections & Material Project Company standards.
- (vi) Resistance Temperature Detector (RTD) Design Requirements. If the Project Company elects to use RTDs on process lines, the Project Company shall design thermowells in accordance with the requirements specified for thermocouples. The Project Company shall design all RTDs in accordance with the following requirements.
 - (A) Manufacturer JMS Southeast, Thermo Electric or a comparable manufacturer selected by the Project Company.
 - (B) Element 3-wire, 100 ohm, Platinum.
 - (C) Thermowell Connections and Material Refer to clause (v) above as required.

(vii) Local Gauges Design Requirements. The Project Company shall design all local gauges in accordance with the requirements outlined in *Table M-15*.

Table M-15 Gauges and Miscellaneous Instrument Requirements							
Туре	Manufacturer	Model	Basis of Design				
Pressure	Ashcroft	1279	Manufacturer and model line listed				
Differential Pressure	Midwest Instruments	Any	Manufacturer listed				
Temperature	Ashcroft	50EI42	Manufacturer and model line listed				
Gauge Glass	Magnetrol Clark-Reliance	Any	Manufacturer listed				
Magnetic	Magnetrol Clark-Reliance	Any	Manufacturer listed				
Sight Glass	Jerguson Clark-Reliance	Any	Manufacturer listed				

- (viii) Instrument Enclosures Design Requirement
 - (A) The Project Company shall generally utilize instruments that can be purchased with capillary sensing lines. Where it is not possible for the Project Company to provide a passive system, the Project Company shall provide instrument enclosures for instruments subject to freezing. The Project Company shall utilize the following manufacturer for instrument enclosures:
 - (B) Manufacturer O-Brien, Intertec or a comparable manufacturer selected by the Project Company.
- (ix) Pre-Insulated Tube Bundles Design Requirements
 - (A) The Project Company shall utilize the following manufacturer for preinsulated tube bundles.
 - (B) Manufacturer O-Brien, Thermon or a comparable manufacturer selected by the Project Company.
- (x) Instrument Installation Design Requirements. The Project Company shall provide installation details for all instruments.
- (e) Local Control Panels. The Project Company shall design and provide all local control panels.
- (f) Project Control System
 - (i) Technical Requirements. The Project Control System shall consist of a system of networked PLCs communicating with redundant SCADA servers. The following requirements shall also apply:
 - (A) Workstations and Displays
 - (1) Operator Workstations Qty. 1
 - (2) Engineering Workstations Qty. 1

- (3) SCADA Servers Qty. 2
- (4) Historian Qty. 1
- (B) Printers
 - (1) Color laser Qty. 1
 - (2) Laser Jet (11x17) Qty. 1
- (C) Communication Links
 - (1) Electrical Relays Modbus TCP/IP
 - (2) PLC Systems Modbus TCP/IP
- (D) Cabinets
 - (1) Locations (to be determined by the Project Company during detailed design)
 - (I) MV Electrical Enclosure
 - (II) West (W) Electrical Enclosure
 - (III) East (E) Electrical Enclosure Qty. 2
 - (IV) Remote I/O Cabinets locations to be coordinated with Equipment Supplier
 - (2) Cabinet Ratings
 - (I) NEMA 12 Indoor
 - (II) NEMA 4X Outdoor Corrosive
 - (III) NEMA 4 Outdoor Non-corrosive
 - (3) Cabinet Power
 - (I) One (1) 120VAC UPS power feed for cabinet power and routed power.
 - (II) One (1) 120VAC House power feed for cabinet power and lighting.
 - (4) PLC I/O Requirements
 - (I) 20% spare I/O and space (provided that use of spares during construction is at the discretion of the Project Company such that at the time of Final Acceptance remaining spares may be less than 20% of installed I/O and space).
 - (II) DI voltage 24 VDC
 - (5) 3rd Party Fiber Optic Patch Panels

- (I) DIN Rail Mounted DinSpace SNAP (requirement to terminate all fiber within the bulk cable plus provisions for 25% spare terminations)
- (II) 19" Rack Mounted Black Box (requirement to terminate all fiber within the bulk cable plus provision for 25% spare terminations; the use of spares during construction is at the discretion of the Project Company such that at the time of Final Acceptance remaining spares may be less than 25% of installed terminations)
- (ii) Control Philosophy. The Project Company shall design the control philosophy such that digital inputs are configured to Open-to-Alarm and Close-to-Interlock. Analog Inputs that are 4-20mA shall fail to 0 mA.
- (iii) Typical I/O By Device. *Table M-16* sets forth the typical I/O for each type of device at the Project.

Table M-16 Typical I/O by Device						
Device	I/O Description	I/O Type	I/O LEVEL	POWER	SET	RESET
MOV – H/W	OPEN CMD	DO	120 VAC	FIELD	YES	NO
(motor	CLOSE CMD	DO	120 VAC	FIELD	YES	NO
operated valve)	OPND	DI	24 VDC	SYSTEM	YES	NO
	CLSD	DI	24 VDC	SYSTEM	YES	NO
	READY	DI	24 VDC	SYSTEM	NO	YES
	POS	AI	4-20 MA	FIELD		
MOV - Networked	Same signals as H/W valves	Profibus or Foundation Fieldbus				
xV	CMD	DO	120 VAC	SYSTEM	YES	NO
(on/off valve)	OPND	DI	24 VDC	SYSTEM	YES	NO
	CLSD	DI	24 VDC	SYSTEM	YES	NO
xCV	VALVE DMD	AO	4-20 MA	SYSTEM		-
(modulating valve)	POS	AI	4-20 MA / HART	SYSTEM		
	CLSD	DI	24 VDC	SYSTEM	YES	NO
LVMCC	RUN CMD	RO_10A	120 VAC	FIELD	YES	NO
	RNNG	DI	24 VDC	SYSTEM	YES	NO
	READY (CNTL PWR AVAIL)	DI	24 VDC	SYSTEM	YES NO	NO
	TRPD (OVLD)	SOE	24 VDC	SYSTEM	NO	YES
MVMCC	RUN CMD	RO_10A	120 VAC	FIELD	YES	NO
	RNNG	DI	24 VDC	SYSTEM	YES	NO
	READY (CNTL PWR AVAIL)	DI	24 VDC	SYSTEM	YES	NO
	RELAY TRBL	DI	24 VDC	SYSTEM	NO	YES
	IN TEST POS	DI	24 VDC	SYSTEM	YES	NO
	RELAY TRPD	SOE	24 VDC	SYSTEM	NO	YES
MV BKR	CLOSE CMD	RO_10A	125 VDC	FIELD	YES	NO
	OPEN CMD	RO_10A	125 VDC	FIELD	YES	NO
	CLOSED	DI	24 VDC	SYSTEM	YES	NO
	RELAY TRBL	DI	24 VDC	SYSTEM	NO	YES
	IN TEST POSN (RACKED OUT)	DI	24 VDC	SYSTEM	YES	NO
	86 LOR TRIPPED	SOE	24 VDC	SYSTEM	NO	YES
	RELAY TRIPPED	SOE	24 VDC	SYSTEM	NO	YES
	M-4272 TRBL (1)	DI	24 VDC	SYSTEM	NO	YES
	86 BF LOR TRIPPED	SOE	24 VDC	SYSTEM	NO	YES

		Table M-16 Typical I/O by D				
Device	I/O Description	I/O Type	I/O LEVEL	POWER	SET	RESET
	86 BUS DIFF LOR (1)	SOE	24 VDC	SYSTEM	NO	YES
	86 FDR BF LOR TRIPPED (1)	SOE	24 VDC	SYSTEM	NO	YES
LV SWG BKR	CLOSE CMD	RO_10A	125 VDC	FIELD	YES	NO
	OPEN CMD	RO_10A	125 VDC	FIELD	YES	NO
	CLOSED	DI	24 VDC	SYSTEM	YES	NO
	RELAY TRBL	DI	24 VDC	SYSTEM	YES	NO
	M-4272 TRBL (1)	DI	24 VDC	SYSTEM	NO	YES
	GND FAULT (1)	SOE	24 VDC	SYSTEM	NO	YES
LV VFD	ETHERNET STATUS	ETH	Modbus	SYSTEM		
	AUTO MODE	DO	120 VAC	SYSTEM	YES	NO
	VFD SPEED SET	AO	4-20 MA	SYSTEM		
	VFD SPEED STATUS	AI	4-20 MA	SYSTEM		
	VFD TRBL	DI	24 VDC	SYSTEM	NO	YES
	VFD NOT-IN-AUTO	DI	24 VDC	SYSTEM	NO	YES
LV ATS	ATS NORMAL SOURCE	DI	24 VDC	SYSTEM	NO	YES
	ATS BACKUP SOURCE	DI	24 VDC	SYSTEM	NO	YES
	ATS OFF	DI	24 VDC	SYSTEM	NO	YES
	ATS TRBL	DI	24 VDC	SYSTEM	NO	YES
Note 1 – Only ap	plies to Main Breakers.	•	•			•

(g) Tagging

- (i) Instrument Tagging: The Project Company shall undertake instrument tagging in accordance with Exhibit M-6 (*Project Tagging Requirements*).
- (ii) PLC I/O Tagging: For hard-wired I/O, the PLC I/O tag shall be the instrument/device tag as defined in the paragraph above. For soft (communication based) I/O, the PLC tag shall be defined in the associated communication interface document provided by the Project Company during detailed design.

5.8 Structural Design Criteria

- (a) Structural Engineering/Design
 - (i) All structural engineering and design practices shall conform to the requirements set out in this Section.
 - (ii) Structural systems include the following (refer to Exhibit M-7 (*Plot Plan Drawing*) for complete building/equipment list):
 - (A) Foundations
 - (1) Administration and Warehouse Building (0001)
 - (2) Nano Filter Building (0819)
 - (3) Electrical Building (0038)
 - (4) Brine Tank (0580)
 - (5) IX Regeneration Basin/Product Tank (0818)
 - (6) Neutralization Tank (0548)

- (7) Pressurized Multi-Media Filters (0550)
- (8) Multi-Media Feed Stripping Towers (0552)
- (9) Ion Exchange Vessels (0821)
- (10) Ion Exchange Regeneration Stripping Towers (0816)
- (11) Chemical Containments
- (12) Backwash Tank (0804)
- (13) Misc. Pumps
- (B) Steel Structures
 - (1) Ion Exchange Vessels Pipe Rack (0821)
 - (2) Misc. Access Structures
 - (3) Misc. Pipe supports
- (C) Metal Buildings Systems (MBS)
 - (1) Chemical Containment Canopies A-G
 - (2) Administration and Warehouse Building (0001)
 - (3) Nano Filter Building (0819)
- (D) Pre-Fabricated Buildings
 - (1) Electrical Building (0038)
- (b) Industry Codes and Standards. At a minimum, the Project Company shall design all structures in accordance with the requirements listed below. When an edition date is not indicated, the latest edition as of the Effective Date and addenda referenced in the adopted version of IBC as of the Effective Date shall apply. Where not referenced in the building code, the latest edition shall apply.
 - (i) Building Codes
 - (A) 2020 Florida Building Code, Building, 7th Edition based on the 2018 IBC
 - (B) The Florida Building Code Broward County Amendments
 - (C) ASCE 7-16 Minimum Design Loads and Associated Criteria for Buildings and Other Structures with Supplement No. 1
 - (D) ACI 350-06 Code Requirements for Environmental Engineering Concrete Structures and Commentary
 - (E) ACI 318-14 Building Code Requirements for Structural Concrete
 - (F) AISC 360-16 Specification for Structural Steel Buildings
 - (G) ASCE 37 Design Loads on Structures During Construction

- (ii) Industry Standards and Federal Regulations
 - (A) National Fire Protection Association Standards (NFPA) 101 Life Safety Code
 - (B) Title 29, Code of Federal Regulations (CFR), Part 1910, Occupational Safety and Health Standards
 - (C) Title 29, Code of Federal Regulations (CFR), Part 1926, (OSHA) Standards for the Construction Industry
 - (D) Title 40, CFR Section 112 et seq., US Environmental Protection Agency (EPA)
- (c) Geotechnical Engineering
 - (i) At a minimum, the Project Company shall design all structures in accordance with the recommendations contained in the Project geotechnical engineering report referred to in Exhibit M-4 (*Geotechnical Data*).
 - (ii) Stability Considerations and Factors of Safety: The Project Company may use strength or service load combinations. The use of either method shall result in a factor of safety of 1.5 for sliding, overturning, uplift, and buoyancy. Reliable dead load shall be taken as the minimum dead load likely to be in place during the event causing the considered forces.
- (d) Structural Design Loads. The risk category of buildings and other structures for wind, seismic, snow and ice loads is Risk Category IV (Essential Facility)
 - (i) Dead Loads (D): Dead load shall consist of the weight of all permanent and semipermanent construction including, but not limited to, fixed equipment, framing, piping, floors, walls, roofs, partitions, insulation, stairs, handrail, ductwork, siding, cable trays, conduits and other structures.
 - (A) Minimum Design Dead Loads shall be as set forth in *Table M-17* below.

Table M-17 Minimum Design Dead Loads					
Parameter	Minimum Design Load				
Concrete (normal weight)	150 pcf				
Concrete (light weight)	110 pcf				
Soil (per geotechnical report)	TBD pcf ⁽¹⁾				
Slurry	120 pcf				
Steel Bar Grating 1 ½" 2 ½"	10 PSF 18 PSF				
Floor Plate (1/4")	12 PSF				

Notes

- 1. To be confirmed by the Project Company based on the Project geotechnical engineering report referred to in Exhibit M-4 (*Geotechnical Data*).
 - (B) The Project Company shall specifically determine and locate equipment dead loads. For major equipment, structural members and bases shall be specifically located and designed to carry the equipment load into the structural system.

(ii) Pipe Loads

- (A) The Project Company shall specifically determine and locate pipe hanger loads for the major piping systems.
- (B) The Project Company shall consider piping expansion and dynamic loads on an individual basis for their effect on the structural systems.
- (C) The Project Company shall also consider loads imposed on perimeter beams around pipe chase areas on an individual basis.
- (D) For other areas, the Project Company shall treat pipe loads as uniform loads per unit floor area and carry such loads to the columns and foundations as dead loads. The Project Company shall not consider pipe loads as reliable dead load for uplift.
- (iii) Cable tray loads shall be as set forth in *Table M-8* below

	Table M-8 Cable Tray Loads						
Max Cable Weight Tray Width Max Tray Weight Per Foot of Tray Length (Tray + Cable + Lighting) (lb/ft)							
6"	23	30					
9"	35	43					
12"	45	53					
18"	70	79					
24"	90	100					
30"	115	126					
36"	140	152					
42"	160	173					
48"	183	197					

Notes:

- 1. Add 200 lbs to each hanger load for the weight of a man.
- Weight per foot of cable tray may be reduced when needed if the actual number and sizes of cables are confirmed.
- 3. Cable tray loads shall not be considered as reliable dead load for uplift.
- 4. Support of cable tray shall be in compliance with the Project Company's electrical tray support details to be provided during detailed design and NEMA VE2 requirements.
- (iv) Live Loads (L): The Project Company shall consider live load as loading not permanently fixed to the structure and occurring over areas not occupied by equipment.
 - (A) The Project Company shall consider the temporary loading of parts of equipment that may be placed on floors during dismantling and maintenance, or temporarily placed on or moved over floors during installation and maintenance. For equipment weighing less than the uniform live load, the Project Company shall design the structural system for the uniform live load.
 - (B) Live Load Posting and Drawing Notation: The Project Company shall achieve live load posting in the field by permanent signage per FBC

Sections 106.1 and 1603.1.1, which states the maximum live load that shall apply to these areas. The Project Company shall specify the live load used for design in the general notes, specific structure notes, or load diagrams. If a special live load applies to a partial area, the Project Company shall show the limits of the special loading on the drawings and the area shall be posted accordingly.

(C) The Project Company shall design floors and roofs to support the uniformly distributed live loads or the concentrated loads given in *Tables M-19* and *M-20*, whichever produces the greater effect. The Project Company shall locate the concentrated load so as to produce maximum stress conditions in the structural member.

Table M-19 Minimum Live Loads					
Location	Load				
Access/Service Platforms and Catwalks	100 PSF				
Roofs	20 PSF				
Guardrails (for stairs, platforms, etc.)	20 plf				
Vehicle Surcharge	AASHTO HL-93 (Note 3)				
Truck loading surcharge adjacent to structures	250 PSF				
Crane Surcharge adjacent to structures	2000 PSF				
Fire Protection Sprinkler Head Support	Per NFPA 13 (5 times water weight + 250lbs)				

Notes:

- 1. Live load reductions shall be in accordance with ASCE 7 and shall not be permitted in lay down areas, or for roof loads. (Note: LL > 100 PSF are not reducible per FBC 1607.10.1.2)
- 2. Concentrated load and distributed load on handrails need not be assumed to act concurrently
- 3. Design lane load may be omitted as permitted by AASHTO

Table M-20 Concentrated Live Loads						
Location	Loads					
Roof	300 lbs (Note 1 & 2)					
Storage Areas	2,000 lbs (Note 1 & 2)					
Platforms and Walkways	1,000 lbs (Note 1 & 2)					
Isolated Platform for Servicing Equipment	300 lbs (Note 1 & 2)					
Stair Treads	300 lbs (Note 3)					
Top rail of guardrail and handrail	200 lbs (applied in any direction)					
Midrail of guardrail	50 lbs (applied in any direction)					
Fixed Ladders, per 10 feet of height	300 lbs					

Notes:

- 1. Beams and girders shall be individually designed for a minimum vertical concentrated live load acting at their centerline. This load is not required to be carried to the columns.
- 2. Concentrated over a 2½' x 2½' square (6.25 sq. ft.) area and located to produce maximum stress in the member.
- 3. Concentrated over a 4 sq. in. area at center of tread
- (v) Truck Loading: Refer to the AASHTO LRFD Bridge Design Specifications as in effect on the Effective Date. The Project Company shall design underground piping, conduits, trenches, sumps, floors, slabs and foundations accessible to truck traffic for HL-93 wheel loads.

- (vi) Construction Loads. The Project Company shall determine loads during construction per ASCE 37 "Design Loads on Structures During Construction".
- (vii) Contingency Loads. To account for other unknown loads, the Project Company shall apply contingency dead loads as concentrated loads at the locations which cause maximum shear and moment on all beams, girders and trusses as noted in *Table M-21*. These contingency loads are not to be carried as end reactions to other members, but each member's connection shall account for its contingency load. The Project Company shall only combine contingency loads with uniform loads in areas of known piping and cable tray for which actual loads are not yet available.

Table M-21 Contingency Loads				
Location	Loads			
Beams				
Operating Floor	25 kips			
Mezzanine Floor	10 kips			
Roof Purlins (Unoccupied Roofs)	1 kip concentrated load and 10 PSF in areas with fire sprinklers and lights			
Other	2 kips			
Wall Girts	1 kip concentrated load			
Columns				
Buildings	25 kips			
Pipe Racks and Material Handling Structures	10 kips			
Metal Building Structures	10 kips			
Miscellaneous columns and posts	5 kips			

- (viii) Impact Loads. Per Section 4.6 of ASCE 7, the Project Company shall add impact loads to other loads for components supporting reciprocating or rotating machines, elevators, hoists, cranes or other equipment creating dynamic forces. The Project Company shall use the following impact loads unless manufacturers recommend higher values or analysis indicates higher or lower values should be used.
 - (A) Impact loads for powered monorail cranes (as a percentage of maximum wheel loads):
 - (1) Vertical impact load: 25%
 - (2) Lateral force acting at the top of the bottom flange: 20%
 - (3) Longitudinal tractive force acting at the top of the bottom flange: 10%
 - (4) Reference: ASCE 7, Section 4.9 and 2020 Florida Building Code, Building, 7th Edition, Section 1607.13
 - (B) For Bridge Crane Loads (Bridge Cranes are Cab & pendant-operated cranes) see the following references:

- (1) 2020 Florida Building Code, Building, 7th Edition per section 1607.13
- (2) AISC Design Guide 7 Industrial Buildings--Roofs to Anchors
- (3) AIST/AISE Technical Report No. 13 Guide for the Design and Construction of Mill Buildings
- (4) CISC Guide for the Design of Crane-Supporting Steel Structures
- (C) Load combinations including crane load. The Project Company shall consider the effects of vertical and horizontal crane loads with live loads and other loads as recommended by AISE Subcommittee No. 13 on Design and Construction of Mill Buildings.
- (D) Rotating and reciprocating equipment -50% of the machine weight or as provided by equipment vendor.
- (E) Hangers supporting floors and platforms 33% of the sum of the dead load and reduced live load.
- (ix) Vibration, Operating and Test Loads. The Project Company shall treat vibration, operating and test loads similar to a live load in load combinations, on the understanding that such loads can occur simultaneously to or independent of each other and of other live loads. The engineer shall clearly justify combinations in their calculations.
 - (A) Vibration Load. Vibration load means those forces which are caused by vibrating or rotating machinery such as pumps, blowers, fans and compressors. For heavy vibratory loads, the Project Company shall modify the design allowable parameters to prevent structural fatigue. The Project Company shall design all supports and foundations for vibrating equipment to limit vibration to an acceptable level as defined by the equipment manufacturers (where specified by the equipment manufacturer).
 - (B) Operating Loads (OL)
 - (1) Operating loads shall include the weight of equipment liquid contents and any associated movement loads, thermal loads, test loads, normal and abnormal (upset) loads, maintenance loads and unbalanced pressure loads.
 - (2) Operating weight shall be the dead weight plus the weight of any fluid or solid present during operation or permanently stored materials. The contents of tanks and bins shall not be considered as effective in resisting uplift due to wind forces but shall be considered effective for seismic forces.
 - (C) Test Loads: Test loads shall be defined as the dead load plus the weight of any liquid necessary to pressure-test vessels, equipment or piping.
- (x) Thermal and Self-Straining Forces (T)

- (A) Self-straining forces can arise from contraction or expansion resulting from temperature change, shrinkage, moisture change, creep in component materials, movement due to differential settlement or combinations thereof.
- (B) Thermal load shall be defined as those forces caused by a change in temperature. Thermal load results from both operating and environmental conditions. Such forces shall include those caused by vessel or piping expansion or contraction, and expansion or contraction of structures. Thermal loads and displacements caused by operating conditions shall be based on the design temperature of the equipment rather than the operating temperature.
- (C) The Project Company shall design steel structures with the capability to withstand forces due to thermal expansion.

(xi) Lateral Soil/Water Loads (H)

- (A) The Project Company shall provide for the lateral pressure of adjacent soil and due allowance for possible surcharge from fixed or moving loads. When a portion of the whole of the adjacent soil is below a free-water surface, the Project Company shall base its computations upon the weight of the soil diminished by buoyancy, plus full hydrostatic pressure.
- (B) The Project Company shall base lateral earth pressure on the soil parameters provided in the Project geotechnical engineering report referred to in Exhibit M-4 (*Geotechnical Data*).
 - (1) Buoyancy Loads means those forces that result from pore water pressure associated with foundations that exist below the groundwater table.
 - (2) Design groundwater elevation = final grade elevation.

(e) Deep Foundations

- (i) The Project Company shall base the deep foundation requirements on the Project geotechnical engineering report referred to in Exhibit M-4 (*Geotechnical Data*).
- (ii) Should subsequent Site investigations uncover conditions which differ materially from the conditions identified in the Project geotechnical engineering report referred to in Exhibit M-4 (*Geotechnical Data*), changes to the foundation designs will be the basis for a Relief Event.

(f) Concrete

- (i) The Project Company shall follow the recommended practices of the ACI, including ACI 318, ACI 350 and ACI 301, the 2020 Florida Building Code, Building, 7th Edition, IBC and the CRSI in the design and placement of structural concrete.
- (ii) The design and placement of structural concrete shall reference the following codes and standards for concrete design:

- (A) ACI 117 Specifications for Tolerances for Concrete Construction and Materials
- (B) ACI 207.1R Guide to Mass Concrete
- (C) ACI 211.1 Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
- (D) ACI 212.3R Chemical Admixtures for Concrete
- (E) ACI 224R Control of Cracking in Concrete Structures
- (F) ACI 224.3R Joints in Concrete Construction
- (G) ACI 301 Specifications for Structural Concrete for Buildings
- (H) ACI 302.1R Guide for Concrete Floor and Slab Construction
- (I) ACI 304R Guide for Measuring, Mixing, Transporting and Placing Concrete
- (J) ACI 305R Guide to Hot Weather Concreting
- (K) ACI 306R Guide to Cold Weather Concreting
- (L) ACI 308.1 Specification for Curing Concrete
- (M) ACI 308R Guide to Curing Concrete
- (N) ACI 318 Building Code Requirements for Structural Concrete and Commentary
- (O) ACI 347 Formwork for Concrete, including Guide ACI-347R
- (P) ACI 350 Code Requirements for Environmental Engineering Concrete Structures & Commentary
- (Q) ACI 350.2R Concrete Structures for Containment of Hazardous Materials
- (R) ACI 351.1R Grouting between Foundations and Bases for Support of Equipment and Machinery
- (S) ACI 351.2R Foundations for Static Equipment
- (T) ACI 360R Design of Slabs-on-Ground
- (U) ACI SP-66 ACI Detailing Manual
- (V) PCI Design Handbook Precast and Prestressed Concrete
- (iii) Project Requirements. The Project Company shall design all structures in accordance with the Project Requirements.
- (iv) Materials

Table M-22 sets forth specifications for the design of structural concrete.

Table M-22 Structural Concrete Design					
Class	Structure Type	Required Strength			
I	Sidewalks, stoops, stairs on grade	4,000 psi			
I-FA-1	General Use (less than 12")	5,000 psi			
I-FA-2	General Use (12" or greater)	5,000 psi			
I-F1	Interior Buildings	4,500 psi			
I-W	Liquid Containing Structures	5,000 psi			
I-C	Congested Areas and Pumped Concrete	5,000 psi			
II	Duct Banks	2,000 psi			
III	Lean Concrete Mud Mat	2,000 psi			
IV	Flowfill	100 psi			
	Reinforcing Steel	ASTM A615, Grade 60 ksi			
	Weldable Reinforcing Steel	ASTM A706, Grade 60 ksi			
	Welded Wire Fabric	ASTM A185			

(v) Special Instructions

- (A) The Project Company shall design all equipment foundation and supports to resist Project-specific loadings set forth in this Annex M and the loadings furnished by the various equipment manufacturers. The Project Company shall design and construct each foundation as a monolithic reinforced concrete structure supported in accordance with the recommendations in the Project geotechnical engineering report referred to in Exhibit M-4 (Geotechnical Data).
- (B) The foundation design shall address the following considerations:
 - (1) Soil bearing capacities, pile capacities, and earth pressures
 - (2) Allowable settlements
 - (3) Equipment, structure, thermal, and environmental loads
 - (4) Dynamic effects of rotating machinery see ACI 351.3R
 - (5) Access and maintenance
 - (6) Equipment performance criteria
- (C) Induced Forces: The major equipment shall be securely anchored to the foundation using cast-in-place steel anchor bolts, guides and variable supports designed to resist the equipment forces.
- (D) Analytical Techniques: Mats shall be proportioned such that the resultants of the soil/pile reactions coincide as nearly as possible with the resultant of the vertical loading.
- (E) The Project Company shall check the foundations for dynamic response of the operating equipment if applicable. The Project Company shall use calculations based on the fundamental principles of dynamic behavior of structures to determine the natural frequencies of the support system. The

Project Company shall analyze each concrete foundation as a rigid body on springs. The Project Company shall proportion the foundations such that the principal natural frequencies are at least 25% removed from the equipment operating speed and/or as required by the equipment manufacturer. The foundation's vibration response and/or stiffness shall be within the limits required by the equipment manufacturer for the given unbalanced loads vs. frequencies.

- (vi) Foundation Walls and Retaining Walls
 - (A) Below grade structures shall be designed for applicable earth/water pressure plus an appropriate surcharge load. Surcharge loads may include adjacent foundations that may or may not be clearly defined at the stage of design.
 - (B) The Project Company shall design exterior foundation walls and retaining walls to resist at least the superimposed effects of the total static lateral soil and ground water pressures, excluding the pressure caused by any temporary surcharge, plus an earthquake force (Fw).
 - (C) The Project Company shall review building mats for support of cranes for construction of the building and equipment. Stresses in the reinforced concrete mat shall be permitted to increase 1.33 times higher than the applicable code would otherwise allow when such stresses are caused by temporary construction loads.
 - (D) Foundations for exterior equipment, building foundations and foundations for steel structures shall be a minimum 6 inches above finish grade.

(vii) Anchors

- (A) The Project Company shall measure anchor rod projections from the top of the rough concrete and base projections on the following:
 - (1) Single Nut: Grout + Grip + 2 Bolt Diameters
 - (2) Double Nut: Grout + Grip + 3 Bolt Diameters
- (B) Unless otherwise directed herein or by the City in writing, the Project Company shall account for reduction in nominal anchor strength using the 0.8 factor as directed in ACI 318 for anchors used with built-up grout pads. For bolts with standoff, not installed in grout, the Project Company shall design anchors for bending.
- (C) The Project Company shall design post-installed adhesive anchors utilizing Hilti HIT-RE 500 V3 and one of the standard anchor sizes listed in *Table M-23*. For sizes larger than 7/8" diameter, the Project Company shall design post-installed anchors on a case by case basis.

Table M-23 Standard Anchor Sizes					
Anchor Type	Diameter	Length	Typical Embedment		
#1	1/2"	10"	6"		
#2	1/2"	7"	3.25"		

Table M-23 Standard Anchor Sizes					
#3	5/8"	10"	6"		
#4	5/8"	12"	8"		
#5	3/4"	14"	8"		
#6	3/4"	18"	13"		
#7	7/8"	14"	8"		
#8	7/8"	18"	13"		

Notes:

- All anchors are ASTM F1554 Gr. 55 HDG, made per supplementary requirement S1 for weldability.
- 2. Table is for HDG threaded rods only. For stainless steel threaded rods, the Project Company shall determine diameter, length and embedment based on design.
- (D) The Project Company shall install adhesive anchors in 2" even increments for length and embedment. Where Hilti HAS rods are provided, the Project Company shall ensure that stock lengths are used when possible.
- (E) The Project Company shall design mechanical anchors utilizing Hilti Kwik Bolt TZ2 or an equivalent approved by the Project Company.
- (F) The Project Company shall use cast-in-place anchors for diameters greater than 1 inch, or such other instrument as the Project Company may determine.

(viii) Grout

- (A) Design thickness under column base plates shall ideally be 1-1/2". The grout thickness should not be less than 1" nor greater than 2". The Project Company may use other grout thicknesses; however, the Project Company must specify special products on the Project drawings. Specific equipment requirements will determine if grout is needed.
- (B) In general, the Project Company shall use non-shrink, flowable, cementitious-type grout. The Project Company shall generally limit use of epoxy type grout to the following locations:
 - (1) Under and around equipment as specifically required by the equipment manufacturer.
 - (2) Under and around rotating and vibrating equipment/machinery base plates, sole plates, fixators, embedments, miscellaneous pumps and similar type equipment that produces dynamic vertical and horizontal loads.
- (ix) Serviceability. Where equipment manufacturer foundation requirements are not applicable, the maximum allowable total settlement shall not exceed 1 inch, and the maximum allowable differential settlement shall not exceed ½ inch.

(g) Masonry

(i) Design and construction of masonry materials shall follow the recommended practices and codes of TMS 402/602-16 Building Code Requirements and

- Specifications for Masonry Structures, and the 2020 Florida Building Code, Building, 7th Edition, and IBC Chapter 21.
- (ii) The Project Company will use the following codes and standards for masonry design:
 - (A) TMS 402/602-16 Building Code Requirements and Specifications for Masonry Structures
 - (B) Masonry Institute of America (MIA) Reinforced Masonry Engineering Handbook, 8th Edition (2017)
 - (C) Masonry Institute of America (MIA) Masonry Designers Guide 2016
- (iv) Project Requirements. The Project Company shall design all structures in accordance with the Project Requirements.
- (v) Materials
 - (A) Type S or M mortar per ASTM C 270 with mixes conforming to ASTM C 305, Compressive strength = 1500 psi.
 - (B) The Project Company shall use only running bond placement of masonry units.
 - (C) Concrete masonry units ASTM C90, Type I, moisture-controlled, medium-weight, minimum compressive strength f'm = 1,500 psi, nominal dimensions shall be 8 inches high by 16 inches long.
 - (D) Masonry grout ASTM C404, with mixes conforming to ASTM C476, minimum compressive strength = 2,000 psi.
- (h) Steel
 - (i) Steel framed structures shall be designed in accordance with the 2020 Florida Building Code, Building, 7th Edition, IBC Chapter 22, AISC 360 Specification for Structural Steel Buildings and AISC 341 Seismic Provisions for Structural Steel Buildings.
 - (ii) Material specifications shall follow the standards of ASTM International and the ANSI
 - (iii) Steel components for metal wall panels and roof decking shall conform to the American Iron and Steel Institute (AISI) Specification for the Design of Light Gage Cold-Formed Structural Members.
 - (iv) Welding procedures and qualifications for welders shall follow the recommended practices and codes of the American Welding Society (AWS) D1.1, D1.3, D1.6 and other AWS standards as required.
 - (v) Preparation of surfaces for coating systems shall follow the specifications and standard practices of the Society for Protective Coatings (SSPC), National Association for Corrosion Engineers (NACE) and the specific instructions of the coatings manufacturer.

- (vi) Fabrication and construction of grating shall follow applicable standards of the National Association of Architectural Metal Manufacturers (NAAMM).
- (vii) The following codes and standards shall apply to steel design:
 - (A) American Institute of Steel Construction (AISC) 360, "Specification for Structural Steel Buildings"
 - (B) AISC 341, "Seismic Provisions for Structural Steel Buildings"
 - (C) AISC 303, "Code of Standard Practice for Steel Buildings and Bridges"
 - (D) AISC Specification for the Design of Steel Hollow Structural Sections
 - (E) AISI Specification for the Design of Cold Formed Steel Structural Members
 - (F) ANSI A-14.3 Safety Requirements for Fixed Ladders
 - (G) ANSI A-126.41 Safety Requirements for Workplace Floor and Wall Openings, Stairs, and Railing Systems
 - (H) ANSI/NAAMM MBG-531 Metal Bar Grating Manual
 - (I) ANSI/ASCE Z49.1 Safety in Welding and Cutting
 - (J) ASTM
 - (K) ASNT-TC-1A Recommended Practice for Personnel Qualification & Certification in Nondestructive Testing (NDT)
 - (L) ANSI/ASNT CP-105 Training Outlines for Qualification of Nondestructive Personnel
 - (M) AWS D1.1 Structural Welding Code Steel
 - (N) AWS D1.3 Structural Welding Code Sheet Steel
 - (O) AWS D1.4 Structural Welding Code Reinforcing Steel
 - (P) AWS D1.6 Structural Welding Code Stainless Steel
 - (Q) AWS 14.1 Specification for Welding Industrial Mill Cranes
 - (R) Crane Manufacturers Association of America (CMAA) Specification 70 Multiple Girder Cranes
 - (S) CMAA Specification 74 Single Girder Cranes
 - (T) Hoist Manufacturers Institute (HMI), Standards
 - (U) Metal Building Manufacturers Association (MBMA) Metal Buildings Systems Manual
 - (V) Research Council on Structural Connections (RCSC) Specification for Structural Joints Using High Strength Bolts
 - (W) Steel Deck Institute (SDI) Code of Standard Practice (COSP)

- (X) SDI Diaphragm Design Manual (DDM)
- (Y) SDI Roof Deck Design Manual (RDDM)
- (Z) SDI Standard Practice Details (SPD)
- (AA) SDI Floor Deck Design Manual (FDDM)
- (BB) SDI Manual of Construction with Steel Deck (MOC)
- (ix) Project Requirements. The Project Company shall design all structures in accordance with the Project Requirements.
- (x) Materials
 - (A) The Project Company shall design all structural steel using the material properties in accordance with the Project Requirements, including with respect to coatings.
 - (B) Galvanizing Repair Paint: Per galvanizer recommendation or, in absence of such recommendation, cold galvanizing compound with 90% minimum metallic zinc powder (zinc dust) by weight of total solids.
 - (C) Guardrail: All guardrails shall be a two-rail system.
 - (D) The Project Company shall construct grating out of FRP at sump areas and limit grating to a 2 sq ft area at low point sumps inside containment areas.
- (xi) Special Instructions
 - (A) Friction Loads: Friction loads caused by thermal expansion shall be considered temporary and shall not be combined with wind or earthquake loads. The following coefficients of friction shall apply at a minimum:
 - (1) Steel to steel = 0.4
 - (2) Steel to concrete = 0.6
 - (3) Proprietary sliding surface = vendor data
 - (B) The transfer of shear force in anchor rods at the column base plate should be limited to 5 kips per rod, maximum of 10 kips per base plate. In some circumstances, the Project Company may use larger bolts that can transfer larger shear loads in lieu of shear lugs. Otherwise, the Project Company must provide an alternate shear mechanism (e.g. shear lug, embedded column).
 - (C) The Project Company shall design the base plates of structural columns to accept, at a minimum, four anchor rods to provide stability during construction.
- (xii) Serviceability
 - (A) The Project Company shall provide structural members with adequate stiffness to control deflections adversely affecting the strength or serviceability of a structure. The Project Company shall check critical

deflections resulting from the combination of service loads in accordance with ASCE 7.

(B) Member Deflections shall be as set forth in *Table M-24B* below.

Table M-24 Member Deflections			
Construction	L	S or W 1	(D + L)
Roof Members	1/180	1/180	1/120
Floor Members	1/360		1/240
Grating	1/4"		
Crane Rails ²			
Top Running (Vertical)	1/600		
Top Running (Lateral)	1/400 or 1"		
Under Hung	1/450		

Notes:

- 1. The wind load is permitted to be based on a 10-year mean recurrence interval wind speed for the purpose of determining deflection limits. (*Reference: FBC and IBC Table 1604.3 note f. and ASCE 7 Appendix C Commentary Serviceability Considerations*)
- 2. Live load without impact
- (C) Wind Drift Limits: The Project Company may base wind loads (as set forth in *Table M-25* below) on a 10-year mean recurrence interval wind speed for evaluation of drift. (Reference: ASCE 7 Appendix C Commentary Serviceability Considerations.)

Table M-25 Wind Drift Limits		
Construction Limit		
Access platforms H/200		
Buildings	H/400	
Pipe Racks	H/200	

(D) Seismic deflection limits shall be in accordance with ASCE 7 provisions.

(i) Miscellaneous Topics

- (i) Spill Containment: The Project Company shall provide spill containment measures for potentially hazardous storage or operational areas, such as Chemical injection skids, Chemical storage areas and oil filled transformers. The Project Company shall properly coat containment areas to protect the structure against the corrosive effects of the contained liquid.
- (ii) Where required due to separation distances to other structures or as otherwise required by applicable codes, the Project Company shall provide reinforced concrete or concrete masonry 2-hour rated firewalls at transformers to the proper lengths and heights per the standard, locally adopted, IBC/IFC.
- (iii) The City and the Project Company acknowledge and agree that the DB Work does not include fireproofing.

5.9 Component Access Criteria

- (a) General
 - (i) This Section provides the criteria for the Project Company to determine necessary design conditions for permanent access.
 - (ii) The Project Company shall design platform access, accessways and clearances to comply with the industrial access criteria outlined in NFPA 101, Life Safety Code (Ch. 40), and other guidelines noted in OSHA Standards 29 CFR.
 - (iii) The Project Company shall use the following standards, in the following order of precedence, to resolve conflicting access requirements:
 - (A) Applicable Law
 - (B) Design Requirements and Construction Standards
 - (C) Published Industry Standards
- (b) Codes, Standards and Guidelines
 - (i) The codes, standards and guidelines listed in *Table M-26* form the basis of this Section:

Table M-26 Consulted Access Codes, Standards and Guidelines			
Name of Code,	Description of Code,		
Standard or Guideline	Standard or Guideline		
29 CFR	Occupational Safety and		
Part 1900 Series	Health Administration (OSHA)		
AIHA Z10	American Industrial Hygiene		
	Association - Occupational		
	Health & Safety Management Systems		
ICC - IFC	International Code Council -		
	International Fire Code		
NFPA 101	National Fire Protection		
	Association - Life Safety Code		
NFPA 70 - NEC	National Fire Protection		
	Association - National Electrical Code		
IBC	International Building Code		
ISO 6385	Ergonomic Principles in the		
	Design of Work Systems – Latest Edition		

(c) Equipment

- (i) To the greatest extent practical, the Project Company shall locate all equipment on concrete pads that extend above grade. In these cases, the Project Company may use grout for providing a level mounting surface. Nonrotating equipment installed on a level surface may not require grout.
- (ii) The Project Company expects that equipment will require normal maintenance as required by the manufacturer's O&M manuals. The Project Company shall provide sufficient space for maintenance of all equipment, including equipment

- removal without excessive rigging or removal of surrounding equipment, piping and valves.
- (iii) The Project Company need not provide clearance for equipment (i.e., pumps, heat exchangers) that are mounted on standard skids. However, adequate operations and maintenance clearances are required around the perimeter of equipment skids. *Table M-27* specifies required clearances around non-skidded equipment.

Table M-27 Minimum Non-Skidded Equipment Clearances			
Equipment Type Horizontal (all sides)			
Pumps & Blowers	3'-0"		
Heat Exchangers 3'-0"			
	Refer to Shop Drawings for required plate or tube removal clearance		
Tanks	5'-0"		
Other Major Equipment	Other Major Equipment 5'-0"		

- (iv) Where furnished as part of Project Company's DB Work, the Project Company shall design the tank support skirts to permit access inside the skirt for maintenance of the tank and skirt. The Project Company shall provide ladders for access to tank levels requiring access for operation and maintenance.
- (v) The Project Company shall provide access to facilitate Chemical feed tote loading and unloading by lift truck and for connection/disconnection of hoses. This includes space to maneuver lift truck and space to make/break connections, remove or maintain associated Chemical feed pumps or operate valves and associated equipment.

(d) Valves

- (i) The Project Company shall install main process valves in such a manner that they can be operated from the main operating floors or platforms without the use of ladders, including both actuated and manually operated valves. The Project Company shall design the piping arrangement to minimize the use of extensions to valve operators.
- (ii) Personnel may access manually operated instrumentation root valves in elevated locations by the use of a portable man-lift from grade or an eight (8) foot tall step ladder.
- (iii) The Project Company shall provide a minimum of 24" by 24" floor space (including platforms) for personnel to access or operate manual valves. Hand wheels and levers shall have a 4" minimum clearance around the perimeter of the hand wheel or lever travel.
- (iv) The Project Company shall orient all valves with the stem located in the vertical up position whenever possible. The Project Company may rotate valves up to 90 degrees from the vertical stem up orientation based on access or pipeline configuration requirements, And may orient valves below the 90 degrees (horizontal) orientation.
- (v) The Project Company shall mount manually operated valves so that the valve hand wheel or lever meets the criteria listed in *Table M-28*.

Table M-28 Manually Operated Valve Stem Orientation Requirements				
Hand wheel height above floor*	Vertical Stem	Horizontal stem	Rotation from vertical	Maximum Reach
Less than 22"	han 22" Maintenance drains and instrumentation root valves only, Project Company approval required for operational valves			2'
22" to 35"	Acceptable, provide	d the "Preferred" dimension is not ac spatial restrictions	hievable due to	2'
36" to 54"	Preferred	Preferred	Avoid	2'
56"	Not Allowed	Acceptable	1'-10"	
58"	Not Allowed	Acceptable	20 degrees	1'-8"
60"	Not Allowed	Acceptable	30 degrees	1'-6"
62"	Not Allowed	Acceptable	40 degrees	1'-4"
64"	Not Allowed	Acceptable	50 degrees	1'-2"
66"	Not Allowed	Acceptable	60 degrees	1'
68"	Not Allowed	Acceptable	70 degrees	10"
70"	Not Allowed	Acceptable	80 degrees	8"
72"	Not Allowed	Acceptable	90 degrees	6"
More than 72"	Not Allowed	Acceptable, provided bottom of hand wheel is no higher than 6'-6" above floor	Not Allowed	6"
*Note: height refers to	*Note: height refers to centerline of valve stem and hand wheel.			

- (vi) The Project Company may provide valves with chain wheels to accessible locations when a dedicated platform would impede access to other equipment. The Project Company shall position valves furnished with chain wheels to allow free access to the chain from the floor or platform below the valve. The Project Company shall provide a device to hold the chain when the chain is not in use.
- (vii) *Table M-29* sets forth standards for clearance around control valves and control valve stations.

Table M-29 Minimum Control Valve Station Clearances			
Clearance Area or Designation Horizontal Vertical			
Front side of control valve station	3'-0"	N/A	
Back side of control valve station	1'-6"	N/A	
Above control valve station	N/A	As required for removal (12" minimum)	

(viii) When feasible, the Project Company shall orient the control valve actuators in vertical orientation. However, rotation +/- 90 degrees from the vertical is acceptable when allowed by the valve supplier.

(e) Stairways, Ladders, Platforms, Walkways and Clearances

- (i) Steel access platforms with ladders, galvanized stairs and grating shall be in accordance with the requirements of OSHA.
- (ii) The Project Company shall provide access to equipment (including equipment located on top of roof) during operations via stairways, ladders and access platforms. These areas shall have handrails, guardrails, ladder cages and/or toe plates as required for fall protection and as specified by Applicable Law. Stairs

- must have a stair rail system and a handrail on each open side. The Project Company shall ensure that areas requiring routine maintenance are accessible utilizing temporary/movable platform systems.
- (iii) Access platforms shall provide space for maintenance of equipment and shall be accessible via stairs or ladders, except for isolated maintenance platforms. Isolated maintenance platforms serving a single piece of equipment may be accessible by ladder.
- (iv) The Project Company shall design platforms and facilities with personnel access walkways, aisles and clearances (clear of all piping, structural steel, electrical conduit and cable trays, accessories etc.) as specified in *Table M-30*. The City and the Project Company acknowledge and agree that the DB Work does not include access platforms at the emergency diesel generators.

Table M-30 Minimum Platform and Facility Personnel Access Clearances				
Clearance Area or Designation Horizontal Vertical				
High traffic operating aisles (inside or outside of building)	4'-0"	7'-6"		
Low traffic aisles or operating areas	2'-6"- 4'-0"	7'-6"		
Personnel doors	3'-0"	7'-0"		
Personnel stairways	Per OSHA	Per OSHA		
Elevated maintenance platforms	3'-0''	7'-0''		
Personnel emergency egress	3'-0"	7'-6"		
Emergency egress stairways	Per IBC	Per IBC		
Building's mechanical, electrical and plumbing (MEP) access	Per Manufacturer's Requirements	Per Manufacturer's Requirements		

(f) Additional Access Considerations

- (i) The location of equipment and valves and routing of pipe shall be based on safety, economics, ease of maintenance and operation.
- (ii) The Project Company shall provide a maximum of 2" of grout under all support structures, platform supports and pipe supports that are mounted on concrete foundations or concrete slabs and exposed to weather and/or standing water, unless specified otherwise herein.
- (iii) The Project Company shall ensure access to electrical and control panels per NFPA 70 National Electrical Code (NEC), including requirements for front access and vertical height limitations.
- (iv) The Project Company shall ensure that lighting is safely accessible for maintenance. Lighting access will be through temporary (Type 2) access as defined in Section 5.8(g). Where isolated lighting fixtures require the use of a portable man-lift for maintenance, the Project Company shall ensure its location is accessible.
- (v) The Project Company will design the Project to provide clearances as stated in *Table M-31* below to accommodate vehicles. If tractor-trailers are required for maintenance or operations activities, additional consideration shall be given to truck turning radii.

Table M-31 Minimum Vehicle Access Clearances			
Clearance Area or Designation	Horizontal	Vertical	
Overhead doors	Varies by Project and Building Type (1)	Varies by Project and Building Type (1)	
Pick-up truck access	15'-0"	8'-0"	
Fork truck access	10'-0''	8'-0"	
Crane access ways	25'-0"		

Notes:

(g) Definition of Component Access Requirements

- (i) The following paragraphs define the general requirements by access types:
 - (A) Type 1: The Project Company shall provide permanent access if the component is not accessible from grade. Where a permanent platform is not feasible or would impede access to other components, Project Company shall implement Type 2 access.
 - (B) Type 2: The Project Company shall provide temporary access to the component by way of a portable man-lift, portable platform, stepladder, crossover ladder, scaffolding etc. Such lift or ladder need not be the property of the Project Company. The City and the Project Company acknowledge and agree that the DB Work does not include furnishing of temporary access.
- (ii) When possible, the Project Company shall place components requiring Type 1 access at grade or on a pipe rack or other support/access structure in an accessible location that provides space to accommodate personnel access during equipment maintenance. When located in pipe racks, the Project Company shall place components requiring Type 2 access near the perimeter of the rack.
- (iii) Component Access Matrix: Components referenced in *Table M-32* include: instruments (transmitters, analyzers, switches, gauges), valves (manual and automatic), equipment (pumps, fans, motors etc.) and inline piping specialties (strainers, traps). The Project Company shall provide each component with the designated access type as specified unless the Project Company at its sole discretion determines that Type 1 access is not feasible or would impede access to other components. In these cases, the Project Company shall implement Type 2 access.

Table M-32 Component Access Matrix				
Component	Component Type	Tag Designation	Access Type	
Analyzers ⁴	Including, but not limited to: Conductivity, CC, DO, NOX, O ₂ , PH, SC and Turbidity Meter	AT	1 / 2	
Controllers – Local	All	_C	1 / 2	
Elements / Wells	Level Element	LE	2	
	RTD Element, Thermal Bulb, T/C Element Types "E," "J," "K"	TE	2	
	Thermowell	TW	2	
	Vibration Element	VE	2	

Refer to Architectural, HVAC/Plumbing, Building Electrical (MEP) Design Criteria (Section 5.3) for OH door sizing details.

	Table M-32 Component Access Matrix		
Component	Component Type	Tag Designation	Access Type
Equipment	Compressor	CMP	1 / 2
1 1	Panel – Control & Electrical	PNL	1 / 2
	Emergency Diesel Generator	EDG	2
	Fans	FAN	2
	Heat Exchanger	HEX	1 / 2
	Instrument Junction Box	IJB	2
	Iso-Phase	IPBD	2
	Motor Control Center	MCC	1 / 2
	Motor ³	MTR	1 / 2
	Non-Segregated Bus Duct	NSBD	2
	Process Heater	HTR	1 / 2
	Pull/Junction Box	JBX	2
	Pump	PMP	1 / 2
	Skid	SKD	1 / 2
	Switchgear (Front / Back Access)	SWG	1 / 2
	Transformer	XFR	1 / 2
Flow Elements/Meters ⁴	Averaging Pitot Element	FE	2
	Condensate Pot		2
	Flow Nozzle	FE	2
	Magnetic Flow Meter	FE, FT	2
	Mass Flow Meter	FE, FT	1 / 2
	Orifice Plate	FE, FO, RO	2
	Pitot Tube	FE	2
	Turbine Meter	FE, FT	1 / 2
	Venturi Tube	FE	2
	Vortex Shedding Meter	FE, FT	1 / 2
Gauges/Indicators 1	All other than listed below	_G, _I, FQI, PDI	2
	Rotameter	FE, FI	1 / 2
Piping Specialties	Backflow Preventer	BFP	1 / 2
	Desuperheater	DSH	1 / 2
	Expansion Joint	EXJ	2
	Eye Wash	EWE	1 / 2
	Eye Wash w/ Shower	EWS	1
	Filter	FLT	2
	Hydrant	HYD	1 / 2
	Silencer	SIL	2
	Strainer	BS, STR, TTS, YTS	1 / 2
Probes ⁴	All other than listed below	AE	1 / 2
	Level Probe	LE	2
	Vibration Probe	VE	2
Switches – Hand	Emergency Stop, HOA, Local Control Station	HS	1 / 2
Switches – Process	All other than listed below	_S, PDS, ASH	2
	Vibration Switch with Manual Resets	VS	1 / 2
Transmitters ⁴	All	_T, _IT, _PDT, ZQT	1 / 2
Valves - Manual ⁶	Large Bore (2-1/2" and larger)	V	1 / 2
	Small Bore (2" and smaller) – other than those listed below	V	1 / 2
	Small Bore (2" and smaller) – instrument root valve, hydro vents, hydro drains, instrument air branch isolation, etc.	V	2

Table M-32 Component Access Matrix			
Component Component Type Tag Designation Access Type			
	Check Valve	V	2
Valves – Regulator & Control	All	_V, _CV, _OV	1 / 2
Valves – Safety Relief ²	All other than specified below	PSV, RSV	1 / 2
	Air Release Valve	ARV	2

Notes

- Indicators and gauges shall be located, and their displays sized, so they can be read from a standing position at grade or an adjacent platform. Personnel shall be able to read indicators and gauges without relying on ladders and other temporary access devices.
- Safety Relief Valves shall be provided with permanent access. Temporary access for Pressure/Vacuum Relief
 Valves for use as sentinel or breather valves servicing storage tanks, pressure vessels, filtration vessels, heat
 exchangers etc. is the basis of the Project Company's scope (i.e. no permanent access is included in these
 instances).
- 3. Excludes HVAC Ventilator (including fan motors, damper actuator motors etc.) and Monorail Motors.
- 4. Specified access for these items applies only to touch screens or other portions of the item that require regular operator interface (e.g. reagent bottle changes). Portions of these items that do not require regular operator maintenance (e.g. meter bodies) will not be provided permanent access. Displays, gauges, read-outs etc. for these items will be located and displays sized so they can be read from adjacent working surfaces, but permanent access to displays, gauges, read-outs etc. for these items shall not be required.
- This access matrix includes items commonly included in facilities across a range of industries. Inclusion of any
 particular item in this list does not imply that the Project will require these items nor that they will necessarily be
 provided by the Project Company.
- 6. Use of chainwheel operators or other forms of remote manual valve actuation shall be considered permanent access where required.

6. Design and Construction Schedule / Sequencing

6.1 Design-Build Approach

The Project Company expects to execute the Project on an EPC execution model. This execution model affords the Project Company the opportunity to efficiently apply the required resources, while managing schedule and performance risk, to deliver a robust, reliable water treatment facility that produces Product Water of sufficient quantity and quality to meet the requirements of this Agreement.

6.2 Schedule and Work Sequencing

- (a) The Project Company will develop an integrated (P6) schedule, the Project Schedule, from the Effective Date, through design, permitting, construction and commissioning of the Project. The Project Schedule shall identify and account for the numerous Governmental Approvals required. The Project Schedule shall outline the transition plan for Product Water from the Project to be delivered to the City's existing water systems in a manner that does not unreasonably impact the City's water supply.
- (b) In order for the Project Company to maintain the Project Schedule, the City must issue, in a timely manner, any waivers necessary to allow for work hours outside of the City ordinance (e.g. light, noise, allowable work hours) in accordance with the terms of this Agreement.

6.3 FAA Coordination

Due to the proximity of the Fort Lauderdale Executive Airport and such airport's ongoing operations, the Project Company shall develop a Site logistics plan that contemplates the Project Company communicating regularly with the FAA.

6.4 Laydown and Staging

The aforementioned Site logistics plan shall include a temporary laydown plan. All craft parking shall be on-site. The Project Company shall maintain Site security via an employee badging system and otherwise in accordance with this Agreement.

6.5 Early Works Packages (EWPs)

The Project Company may utilize early works packages to begin Site preparation, foundation work or other work as required as determined by the Project Company while other design and permitting aspects of the Project are still in progress.

6.6 Regulatory Overview / Permit Coordination

The Project Company shall coordinate with the DB Contractor, the O&M Contractor and the City in accordance with this Agreement in respect of the Governmental Approvals described in Annex I (*Governmental Approvals*).

6.7 Procurement Plan

The Project Company shall use (or require the DB Contractor to use) a procurement plan to manage procurements of permanent materials (e.g., rebar, concrete, steel), engineered equipment (e.g., small valves, large valves, large equipment) and subcontracts (including furnish and construction scopes of supply).

6.8 Demolition

The Project Company's responsibilities with respect to demolition are limited to clearing and grubbing of existing vegetation on the City Wellfield site.

Exhibit M-1 to Annex M to the Comprehensive Agreement Design Deliverables

1. Design Submittal Requirements – Drawings And Specifications

1.1 Scope

- (a) This Exhibit M-1 to Annex M (*Design Requirements and Construction Standards*) to this Agreement provides general information regarding the Design Submittals consisting of drawings and specifications by the Project Company to the City and defines the general requirements applicable to such Design Submittals.
- (b) Project Company shall prepare such Design Submittals such that they are sufficiently complete to ensure that the Project shall conform fully to the requirements of this Agreement.
- (c) Project Company shall prepare such Design Submittals such that they are of suitable quality for legibility and reproduction purposes. Project Company shall submit timely and descriptive information, which relates to the technical aspects of the DB Work set forth in this Agreement.
- (d) Project Company shall transmit such Design Submittals to the City exclusively through the Project Company's extranet and database collaboration site ("InEight Document"), which the Project Company can make available to the City through the DB Contractor, and in an electronic format unless otherwise required to support an application for a Governmental Approval or as otherwise reasonably requested by the City.

1.2 Drawings

- (a) Project Company shall prepare the Design Submittals consisting of drawings in Project Company's or the DB Contractor's standard format. The Project Company shall submit printed Design Submittals only as specifically required by Governmental Authorities having jurisdiction for the purposes of granting Governmental Approvals.
- (b) The Project Company shall produce a three-dimensional model to serve as the basis for design. The model is not considered a Design Submittal and neither the City nor any other Person may rely upon such model for complete dimensional accuracy or component data. Building information modeling (BIM) and integration within the City's computerized maintenance management system (CMMS) or asset management system (Cityworks) do no constitute part of the DB Work or the requirements applicable to the Project Company's Design Submittals under this Agreement. The Project Company may provide proposals for these additional services as a City Change upon request by the City in accordance with Article VIII (*Changes in the Work*) of this Agreement.
- (c) The Project Company shall provide all native electronic CAD files in Microstation format (.dgn) or AutoCAD (.dwg) format at the sole discretion of the Project Company. The City acknowledges and agrees that the Project Company shall not furnish Revit files. The City shall provide all 3D models of equipment furnished by City, if any, to Project Company in Microstation compatible format. The DB Work does not include work (and related costs) associated with the conversion of model files formats to Microstation compatible format.

- (d) The Project Company shall submit final Design Submittals to the City in PDF format and AutoCAD (.dwg) format ("Conformed to Construction Record"). The Project Company shall produce Conformed To Construction Record Design Submittals only for underground piping, P&ID's, electrical one-line diagrams, and general arrangement drawings.
- (e) Where applicable and at the sole discretion of the Project Company, the Project Company shall use third-party Design Submittals, including P&IDs, generated by Contractors (including vendors, subconsultants, sub-suppliers, etc.), and the Project Company may further reference such Design Submittals in the Project Company's drawings rather than redraw such Design Submittals.
- (f) Where applicable and at the sole discretion of the Project Company, the Project Company shall provide hand drawn mark ups of third-party Design Submittals for turnover packages (i.e., Contractors shall not update third-party Design Submittals for changes made in the field).

1.3 Calculations

The City acknowledges and agrees that the Project Company shall not provide design calculations as Design Submittals unless specifically required by any Governmental Authority having jurisdiction for the purposes of granting Governmental Approvals. The City may view such calculations at the Site construction office (as identified on Annex E-1 (*Site Description*) to this Agreement).

1.4 Specifications

The Project Company shall prepare all specifications using Microsoft Word software.

1.5 Language

The Project Company shall prepare and provide engineering documentation and deliverables in the English language.

1.6 Engineering Units

The Project Company shall provide all engineering documentation and deliverables in Imperial Standard Units. Project Company shall maintain internal use documents, including calculations, as well as drawings/documents from Contractors in Imperial Standard Units.

2. Design Submittals Generally

2.1 Scope and Definitions

- (a) This Section 2 provides general information regarding the submission of Design Submittals to the City and specifies the Design Submittals that the Project Company is required to deliver under this Agreement.
- (b) Design Submittals are limited to plans and specifications prepared by the Project Company for the purpose of executing the DB Work. Design Submittals are those specifically identified by the Project Company as necessary for the execution of the DB Work or required by Governmental Authorities in connection with their regulatory review of the Project. Design Submittals not specifically listed in this Exhibit M-1 as being required do not constitute part of the DB Work.

- (c) Review by the City in this *Section 2* is defined as review by the City or any other Person that the City has informed the Project Company that the City has retained to provide such review on the City's behalf, including, but not necessarily limited to any owner's agents/owner's engineers.
- (d) Abbreviations:
 - (i) IFI Issued for Information
 - (ii) IFR Issued for Review
 - (iii) IFA Issued for Approval
 - (iv) IFP Issued for Permit
 - (v) IFC Issued for Construction
- (e) Project Company shall submit timely and descriptive Design Submittals, which relate to the technical aspects of the DB Work set forth in this Agreement. The Project Company shall transmit all Design Submittals to the City as defined in Section 1 Design Submittal Requirements Drawings and Specifications.
- (f) Note that the submission of drawings, data and cut sheets for equipment and permanent materials is covered separately in Section 3 Drawings, Data, Cut Sheets for Engineered Equipment and Permanent Materials.

2.2 Design Submittals – City Review

(a) Design Submittals – Schedule

The Project Company has calculated the DB Costs and Project Schedule assuming a total review period by the City for the Design Submittals not to exceed fifteen (15) Business Days from the date the Project Company transmits the Design Submittals to the City. The City agrees to limit the City's review period for Design Submittals to not more than ten (10) Business Days. As specified in *Section 2.1 – Scope and Definitions* above, any Person retained by the City to review the Design Submittals shall conduct its review concurrently with the City's own review, and the total City review period shall not exceed a total of fifteen (15) Business Days. If the City does not return reviewed Design Submittals by the end of such fifteen (15) Business Day period, the applicable Design Submittals shall be deemed to be "Reviewed – No Comment." Lack of comments by the City does not relieve Project Company of any of the Project Company's obligations under Applicable Law.

- (b) Design Submittals Review Comments and Disposition
 - (i) All City reviewers shall record their comments in Bluebeam Review Sessions on documents that are stored on and accessed through InEight Document. The City shall compile all City comments into a single comment log to transmit to the Project Company with the returned Design Submittal.
 - (ii) The City shall limit the City's comments to where Design Submittals are not compliant with this Agreement or Applicable Law and shall reference specific applicable sections of this Agreement or specific references to Applicable Law. After the City has reviewed a particular Design Submittal, the City shall limit any further comments on subsequent submissions of such Design Submittal to those sections that have been modified since the previous submission, unless City

- identifies items which do not meet the requirements of this Agreement or Applicable Law.
- (iii) Where indicated in *Table M-1-1*, the Project Company shall transmit Design Submittals at 30%, 60%, and 90% design completion in accordance with the Project Schedule. The Project Company may modify Design Submittal submission dates and content at the sole discretion of the Project Company as required to support permitting, procurement and construction planning and activities. Project Company shall provide City thirty (30) days' notice prior to transmittal of the Design Submittals. City agrees that prior to Design Submittal transmittal and review, the City shall make all necessary City reviewers (including third party personnel) available for Design Submittal pre-submission review meetings. The Project Company shall schedule these meetings not more than five (5) days prior to transmittal.
- (iv) The City shall consolidate all comments from each Design Submittal design package review (30%, 60%, and 90%) into a single document before providing such comments to Project Company for resolution (i.e. no pieced comments from individual reviewers). The consolidated set shall include all comments from reviews performed by any City reviewing party.
- (v) As required to support the Project Schedule, the Project Company may release Design Submittals as IFA at any of the formal design review stage milestones (30%, 60% or 90%). As soon as comments to any IFA Design Submittal are resolved and incorporated, Project Company shall re-issue such Design Submittal as IFC and shall proceed with the DB Work on the basis of such IFC Design Submittal in compliance with applicable Governmental Approvals.
- (vi) For activities that are critical to the Project Schedule, the Project Company may submit Design Submittals as IFA prior to the 30% design milestone. The City shall review such Design Submittals as standalone deliverables and shall return comments within fifteen (15) Business Days after the date of the submission. As soon as the Project Company has resolved and incorporated comments, Project Company shall re-issue such Design Submittals as IFC and shall proceed with the DB Work on the basis of such IFC Design Submittals in compliance with applicable Governmental Approvals.
- (vii) City agrees that following the City's review of each Design Submittal, City shall make all necessary City reviewers (including third party personnel) available for comment resolution meetings. The Project Company shall schedule these meetings within ten (10) days of receipt of the City's comments. The Project Company and the City shall review, agree to, and document each comment and its proposed resolution during such meeting. If the City sends no comments, the Project Company shall not be required to schedule a comment resolution meeting.
- (viii) Project Company shall provide the Design Submittals indicated in *Table M-1-1* to the City for review.
- (c) Material and equipment Design Submittals are addressed in *Section 3 Design Submittal Requirements Drawings, Calculations and Specifications* and the Project Company shall provide such Design Submittals in accordance with the Project Schedule. The Project Company shall submit to the City for review Vendor and Shop Drawing Design Submittals (as defined below), as described in *Section 3 Design Submittal Requirements Drawings*,

Calculations and Specifications, only in respect of Contractors which the Project Company has selected for incorporation into the Project.

(d) The City and Project Company agree that review of Design Submittals shall take place as follows:

Table M-1-1 – Design Submittal Designation and Review			
Type	Submission	City	
	Cadence		
Deliverables specifically required by any Governmental Authority having jurisdiction for the purposes of granting Governmental Approvals	30/60/90/IFC	Approve	
All other deliverables as deemed necessary by the Project Company for execution of the Project	30/60/90/IFC	Information Only	

- (e) In connection with the first category of Design Submittals listed in Table M-1-1:
 - (i) The Project Company shall be responsible for developing and providing to the City the list of applicable Governmental Authorities having jurisdiction for the purposes of granting Governmental Approvals and the associated required Design Submittals. The Project Company shall limit the required documents included in such Design Submittals to the documents identified in the Project Company's list. The Project Company shall provide all other design deliverables for information only.
 - (ii) The City agrees that the City reviewers shall have the expertise and authority to review the Design Submittals and approve both such Design Submittals and any Governmental Approvals associated with it on behalf of the City and the Governmental Authorities of the City. As such, following the resolution of the comments to the 90% Design Submittals and upon issuance of such Design Submittals as IFC, the City shall issue or cause to be issued the related Governmental Approvals associated with such Design Submittals within five (5) Business Days and the Project Company may proceed with the DB Work upon issuance of such Governmental Approvals. The City shall issue Governmental Approvals to conform with the IFC Design Submittals. Where no Governmental Approval is required for the Project Company to proceed with the DB Work, Project Company shall proceed with the DB Work upon issuance of the IFC Design Submittals.
- (f) Design Submittals issued for "Information Only" are not issued for approval by the City. When commending on "Information Only" Design Submittals, the City shall follow the same requirements for commenting on "Approval" Design Submittals, including (a) timing and time periods as set forth in this *Section 2.2* and *Section 1 Design Submittals Requirements Drawings and Specifications* of this Exhibit M-1, (b) format, and (c) schedule and limitation on scope of comments to the areas set out in *Section 2.1.2 Design Submittals Review Comments and Disposition* of this Exhibit M-1. Project Company may but shall not be required to address the City's comments to Design Submittals issued for "Information Only".

3. DRAWINGS, DATA, CUT SHEETS FOR ENGINEERED EQUIPMENT AND PERMANENT MATERIALS

3.1 Scope and Definitions

- (a) This Section 3 provides information regarding the Project Company's submission of Vendor and Shop Drawing Design Submittals to the City and defines the Project Company's obligations with respect to Vendor and Shop Drawing Design Submittals.
- (b) "Vendor and Shop Drawing Design Submittals" means drawings, diagrams, illustrations, catalog cut sheets, lists, data, brochures, schedules and other drawings or information which equipment and material suppliers prepare.
- (c) "City Review" in this Section 3 means review by City or any other Person that the City has informed the Project Company that the City has retained to provide such review on the City's behalf, including, but not necessarily limited to any Owner's Agents/Owner's Engineers, and, accordingly, "City" shall mean City personnel and such other Persons.
- (d) The Project Company shall submit all Vendor and Shop Drawing Design Submittals to the City in accordance with Section 1 Design Submittals Requirements Drawings and Specifications of this Exhibit M-1 and this Section 3.

3.2 Vendor and Shop Drawing Design Submittals – City Review

- (a) Vendor and Shop Drawing Design Submittals Schedule
 - (i) The Project Company has calculated the DB Costs and Project Schedule assuming a total review period by the City for Vendor and Shop Drawing Design Submittals not to exceed (a) ten (10) Business Days in general, (b) twenty (20) Business Days for instrumentation and controls Design Submittals and (c) five (5) Business Days for all resubmitted Vendor and Shop Drawing Design Submittals from the date the Project Company transmits the Vendor and Shop Drawing Design Submittals to the City. All City personnel shall conduct its review on behalf of the City concurrently, and the total City Review period for Vendor and Shop Drawing Design Submittals shall not exceed the periods specified in the preceding sentence.
 - (ii) The City shall return consolidated review comments to Vendor and Shop Drawing Design Submittals to support the Project Schedule. If the City does not return reviewed Vendor and Shop Drawing Design Submittals by the end of the above referenced City Review periods, at the sole discretion of the Project Company, Vendor and Shop Drawing Design Submittals shall be deemed to be "Reviewed No Comment" and Project Company may proceed without further approval or other acknowledgement from the City. Lack of comments by the City does not relieve Project Company of any of the Project Company's obligations under Applicable Law.
 - (iii) The Project Company shall provide Vendor and Shop Drawing Design Submittals in accordance with the Project Schedule, which shall be based on each equipment vendor's or materials supplier's deliverables schedule.
 - (iv) Project Company may submit Vendor and Shop Drawing Design Submittals to the City as submitted by vendors/suppliers and as soon as such Vendor and Shop Drawing Design Submittals have been received by Project Company. The City shall not require the Project Company or vendors/suppliers to group or consolidate

Vendor and Shop Drawing Design Submittals into packages with other Vendor and Shop Drawing Design Submittals.

- (b) Vendor and Shop Drawing Design Submittals Review Comments and Distribution
 - (i) The City shall provide its comments in Bluebeam Review Sessions on documents that are stored on and accessed through InEight Document. The City shall compile all City reviewer comments into a single comment log to transmit with the returned Vendor and Shop Drawing Design Submittals.
 - (ii) The City shall limit the City's comments to where such Vendor and Shop Drawing Design Submittals are not compliant with this Agreement or Applicable Law and shall reference specific applicable sections of this Agreement or specific references to Applicable Law. After the City has reviewed a particular Vendor and Shop Drawing Design Submittal, the City shall limit any further comments on subsequent submissions of such Vendor and Shop Drawing Design Submittal to those sections that have been modified since the previous submission, unless City identifies items which do not meet the requirements of this Agreement or Applicable Law.
 - (iii) The City shall use the following categories and classifications to indicate the City's acceptance of the Vendor and Shop Drawing Design Submittals and any applicable City Review comments. The City shall provide such classifications to the Project Company via written notice.
 - (A) REVIEWED NO COMMENT Signifies that equipment or material represented by the relevant Vendor and Shop Drawing Design Submittal conforms with the requirements of this Agreement. Project Company shall proceed with the DB Work based upon the content of such Vendor and Shop Drawing Design Submittal. The Project Company shall transmit final copies of such Vendor and Shop Drawing Design Submittal to the City as indicated below.
 - (B) REVIEWED NOTE COMMENTS Signifies that equipment or material represented by the relevant Vendor and Shop Drawing Design Submittal conforms with the requirements of this Agreement and are acceptable if the City's comments on such Vendor and Shop Drawing Design Submittal are incorporated by Project Company. Project Company shall submit a revised version of such Vendor and Shop Drawing Design Submittal responsive to City's comments. Project Company may proceed with DB Work based upon the content of the Vendor and Shop Drawing Design Submittal with all City comments incorporated.
 - (C) FOR REFERENCE, NO REVIEW REQUIRED Signifies that the relevant Vendor and Shop Drawing Design Submittal provided by the Project Company and previously identified for City Review contains supplementary information only. The City shall review such Vendor and Shop Drawing Design Submittal for general content, but not for substance.
 - (iv) The Project Company shall clearly mark or highlight any changes in any resubmission of a Vendor and Shop Drawing Design Submittal incorporating changes from a previous version of such Vendor and Shop Drawing Design Submittal. The Project Company shall indicate the location of any changes made

to equipment or systems after the City has approved such Vendor and Shop Drawing Design Submittal on all Vendor and Shop Drawing Design Submittals that the Project Company resubmits for review.

(v) The City and the Project Company agree that City Review of Vendor and Shop Drawing Design Submittals follows the procedure set forth below:

Table M-1-2 – Vendor and Shop Drawing Design Submittals Designation and Review		
Type City		
Engineered Equipment Design	Information Only	
Submittals:		
System Descriptions		
General Arrangements		
PFDs		
P&IDs		
Electrical One-line diagrams		
Cut Sheets for Specified Equipment or	Information Only	
Materials		
Administrative (Supplier	Not Required to be	
schedules/Supplier pay applications,	Submitted	
etc.)		

3.3 Approved Vendors and Materials

The Project Company has calculated the DB Costs and Project Schedule assuming the participation of standard approved vendors (including, but not necessarily limited to those as listed in Exhibit M-5 (*Approved Vendors*) to this Annex M (*Design Requirements and Construction Standards*) of this Agreement). If the City directs any change to such standard approved vendors, the Parties shall treat such direction as a request for a City Change. The Project Company shall notify the City of actual selected vendors as the procurement process is completed through the submission of Vendor and Shop Drawing Design Submittals in accordance with this Exhibit M-1.

Exhibit M-2 to Annex M to the Comprehensive Agreement

Master Design Submittals List

The list below identifies by type the Design Submittals that the Project Company anticipates delivering to the City under this Agreement. After the Effective Date of this Agreement, the Project Company shall develop and deliver a detailed schedule including all anticipated Design Submittals and the dates on which the Project Company anticipates submitting the same to the City.

Discipline	Design Submittal	Туре
Architectural	Building Architecture Drawings	Drawing
Civil	Grading and Paving Plans	Drawing
Electrical	One Lines / Three Lines	Drawing
Electrical	Lighting Plans	Drawing
Electrical	Load List	Calculation
I&C	Control System Architecture	Drawing
I&C	I/O List	List
Mechanical	Plot Plan	Drawing
Mechanical	P&ID	Drawing
Mechanical	Isometric Piping Drawings	Drawing
Structural	Foundation drawings	Drawing
Structural	Balance of Plant Structural Steel	Drawing

Exhibit M-3 to Annex M to the Comprehensive Agreement Water Quality Requirements

The Project Company shall be entitled to rely on water quality requirements as set forth below:

1 Feedstock Water Quality

As set out in Annex G (Feedstock Water Specifications) to this Agreement.

2 Product Water Quality

As set out in Annexes H-1 (*Product Water Legal Standards*) and H-2 (*Product Water Contract Standards*) to this Agreement.

3 Expected Wastewater Quality to Injection Well

As set out below in Table M3-1.

Table M3-1 Project Expected Wastewater Quality to Injection Well			
Parameter	Units	Design Value	Max Value
Average Total Dissolved Solids	ppm	3,500	5,500
Total Suspended Solids	ppm	40-80	2,500
Color	Pt-Co	800	900
Total Organic Carbon (TOC)	ppm	150	750
рН	PH units	6.0 - 7.0	>2.0 - <12.5
Alkalinity	Ppm as CaCO3	1,200	6,000
Total Hardness	Ppm as CaCO3	1,700	7,000
Iron as Fe+2	ppm	11 - 15	75
Iron as Fe (OH)3	ppm	25	125

Exhibit M-4 to Annex M to the Comprehensive Agreement Geotechnical Data

1 Geotechnical Data

The following data was collected by Terracon Consultants, Inc. and is included in the Geotechnical Data Report, dated as of June 8, 2022, a copy of which is attached to Exhibit E-2 (*Site Studies and Inspections*) to this Agreement:

- a. Boring Log
- b. Subsurface Profile

Exhibit M-5 to Annex M to the Comprehensive Agreement

Approved Vendors

Below is a representative, but not exhaustive, list of approved vendors for major equipment. The Project Company may choose alternate vendors, provided that the Project Company shall deliver to the City a written notice of such change in vendors including the engineering and/or commercial rationale for the change. Inclusion of any particular item in this list does not imply that the Project will require these items nor that they will necessarily be provided by the Project Company. This Exhibit M-5 (*Approved Vendors*) applies to first tier vendors and first tier vendors shall be allowed to use their standard vendors for equipment and commodities supplied through them.

Table M5-1 APPROVED VENDORS - MAJOR EQUIPMENT		
Description	Suppliers	
Water Treatment Equipment	IDE Technologies	
	Amiad water system	
D: E:1 / C E:1	Azud	
Disc Filters / Screen Filter	Evoqua	
	Bollfilter	
	Fluytec	
	Fil Trek	
	Technol	
	Entegris	
Cartridge Filters	Acme	
	Gopani	
	Millipore	
	Pall	
	Cuno	
	Protec	
NF Pressure Vessels	Pentair	
NF Pressure Vessels	Arisawa	
	Codeline	
	Hydranautics	
NF Membranes	Dupont (DOW / Filmtec)	
INF INTERIORATION	Toray Industries Inc.	
	Microdin-Nadir	

Table M5-1 APPROVED VENDORS - MAJOR EQUIPMENT	
Description Description	Suppliers
2 confiden	Zucchetti
	Chemineer
	HADO
Mixer / Agitator	GMM Pfaudler
	Brawn Mixer
	Lotus Chemmixers
	Remi
	Sulzer Pumps
	Düchting Pumpen
	Netzsch Pumpen & Systeme GmbH
	Torishima
	SEEPEX GmbH
	Andritz
Pumps	Ruhrpumpen
	Hyosung
	AMIN-Goulds Pumps
	Hydra Pumps
	Flowserve
	Grundfos
	KSB
	WEG
	ABB
	Siemens
Motors	TECO
	Hyundai
	TMEIC
	AUMA
Chamical docing tanks	EPP/CPP/ Milton Roy
Chemical dosing tanks	Prominent
	Alok Equipments
Steel tanks	General Engineering equipment ltd.
Steel taliks	Vitech Equipments
	Enpro Industries pvt. Ltd.
	DR. B. PITTALUGA & C.S.R.L
Static mixers	Statflo
Static mixers	Fluvtec
	Sulzer

Table M5-1 APPROVED VENDORS - MAJOR EQUIPMENT		
Description Description	Suppliers	
	DuPont	
	Lanxess-Lewatit	
Resin	Purolite	
	Thermax	
Tank Heater	Wattco	
	Kay	
	Everest	
DI.	Aerzen	
Blowers	Kaeser Compressors	
	Robuschi S.P.A	
	Gardner Denver	
	Milton Roy	
	Seko	
	Grundfos	
	Lewa	
	ProMinent	
Dosing Pumps	Hanna Instruments	
	Baysu	
	Aguaquim – Iwaki	
	Pulsafeeder	
	OMG	
	Swelore	
	Delta Cooling	
Stripping Tower	Yerushalmi	
	Barnchev	
	Industrial Plastic Systems (IPS)	
EDD T. 1	NOV Completion & Production Solutions	
FRP Tanks	Sunrise Industries (India) Ltd	
	Perry Fiberglass Products	

Table M5-1 APPROVED VENDORS - MAJOR EQUIPMENT		
Description Suppliers		
Description	Brooks Custom Fabrication INC	
	Dixie Southern	
	Wuxi Inoco Filtration System Co., Ltd.	
	Feramusindustrialconception (Lianyungang) Co., Ltd.	
Pressure Vessels (Metallic)	Multimax	
	Multitex	
	Pressure Vessel India	
	Houston Vessels Manufacturing	
	Quality International	
	Sunrise Industries (India) Ltd	
Pressure Vessels (Non-Metallic)	Industrial Plastic Systems (IPS)	
	EPP Composites Pvt ltd. India	
	ABB	
	Eaton	
	GE Prolec	
	Hitachi	
SUS Transformers	Hyundai	
	Mitsubishi	
	SIEMENS POWER TRANSFORMERS	
	VTC (Virginia Transformer Corp)	
	WEG	
	ABB	
	Cape Electric	
	Crown Technical Systems	
Elect. Equip. Enclosures	Eaton Mexico	
	M&I Electric	
	Schneider and Schneider Mexico	
	Siemens	
DCS / PLC	Allen-Bradley	
DCS / FLC	GE	
	CAT	
Standby Diagal Congretor	Cummins	
Standby Diesel Generator	Jenbacher	
	Kohler	

Table M5-1 APPROVED VENDORS - MAJOR EQUIPMENT	
Description Suppliers	
	ABB
	Allen Bradley
	DanFoss
Variable Frequency Drives	Eaton
	Schnieder
	TMEIC
	Yaskawa

Exhibit M-6 to Annex M to the Comprehensive Agreement

Project Tagging Requirements

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1. General

This Exhibit M-6 to Annex M (*Design Requirements and Construction Standards*) to this Agreement outlines the standard tagging format that the Project Company shall apply to all engineered equipment, piping systems including their lines, valves, and in-line components/specialties, instrumentation, and electrical systems forming part of the Project. The Project Company may also apply this tagging guideline to deliverables supplied by the DB Contractor and equipment vendors (such vendors herein referred to as "Sellers").

1.1 Unit/Redundant Train Identification. The Project Company shall ensure that:

- (a) All tagging formats shall start with (or contain) a Process Piping Train/Unit Identifier. For most water treatment plant applications, the Process Piping Train/Unit Identifier is 1.
- (b) Tagging formats shall contain a redundant water treatment equipment Process Train identifier, where necessary, if such Process Train is identical to another Process Train in regards to process flow and equipment arrangement.
- (c) 1Z Site "Common" shall indicate when Process Piping Train/Unit redundancy does not exist or when the common "unit" services all redundant Process Piping Trains/Units.

1.2 Pipe Line Numbers

Tables M6-1 and M6-2 show the standard line number tagging requirements that the Project Company shall adhere to.

Table M6-1 Above Ground Pipe Line Numbers		
Unit Identifier	Unique Line Numbers	Examples
Component 1A	1000 – 1999	SYS1012
Component 1B	2000 - 2999	SYS 2012 (Note 1)
Component 1C	3000 - 3999	SYS <i>3012</i> (Note 1)
Component 1D	4000 – 4999	SYS 4012 (Note 1)
Common 1Z	6000 - 6999	<i>SYS</i> 6012 (Note 1)
Common Overflow	7000 - 7999	<i>SYS7007</i> (Note 3)
	8000 - 8999	Seller Use
	9000 – 9999	Seller Use (if overflow
		from 8xxx)

Notes:

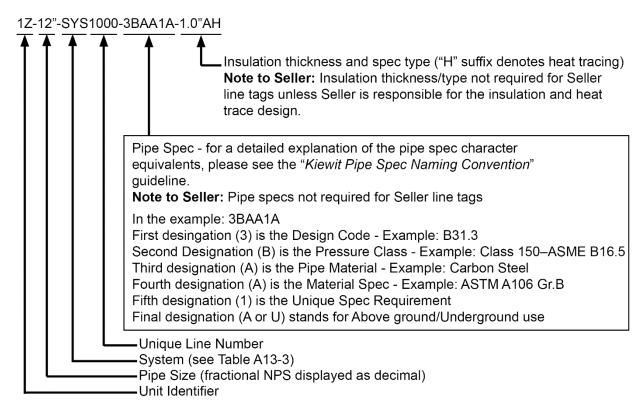
- 1. Any lines that have equivalent (identical) lines on redundant trains subsequent water treatment units shall utilize the same line number, with exception of the first digit. This applies to both aboveground and underground line numbering.
- 2. Any vent/drain/test connection/fill/instrument line numbers shall be identical to the main header from which it originates. The only exception to this rule are process blowdown lines, which shall have unique line numbers for each of the small bore lines associated with the blowdown instrumentation.
- 3. The Common (Overflow) Unique Line Number sets can be used for both 1Z and 0Z identification, as the Unit Identifier provides the means for unique identification/differentiation within the overall line number.

Table M6-2 Underground Pipe Line Numbers		
Unit Identifier	Unique Line Numbers	Examples
Component 1A	0100 - 0199	SYS 0118 (Note 1)
Component 1B	0200 - 0299	SYS 0218 (Note 1)
Component 1C	0300 - 0399	SYS 0318 (Note 1)
Component 1D	0400 - 0499	SYS 0418 (Note 1)
Common 1Z	0600-0699	SYS 0607 (Note 3 in Table M6-1)

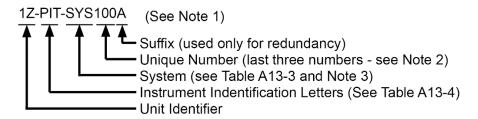
Notes:

1. Same as Table M6-1.

1.3 Line Number Example:



1.4 Instrumentation



Note 1: For instrumentation furnished by Sellers as part of engineered equipment scope, Project Company shall incorporate the character "F" into the instrument bubble depiction on the P&ID.

<u>Unique Number(Note 2)</u>

- 000 thru 099 Underground Components
- 100 thru 799 Above Ground Components
- 800 thru 899 SELLER USE
- 900 thru 999 SELLER USE (if overflow from 8XX)

Note 2: The Unique Number is not tied to Unit designation. For example, the tag number for a pressure indicator in the Raw Service Water System associated with Redundant Train 1A can be: 1A-PI-RWS502. Furthermore, it is the standard approach to assign identical Unique Numbers between Units (where possible). For instance, the same pressure indicator associated with Unit 1B would be: 1B-PIT-SWS502.

Note 3: For large, vendor-furnished instrumentation scope (packaged with engineered equipment) risking possibility of duplicate tags between Project Company and vendors for a common system, utilize the table of Vendor Systems below (common large instrument packages).

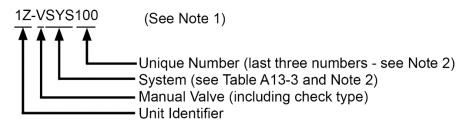
Table M6-3 Vendor Systems	
Code System Description	
EIO	Misc Electrical I/O
MIO	Misc Mechanical I/O
xIO	Reserved for Project Specific I/O that don't fit existing category, and are not shown on Project Company P&IDs

	Table M6-4						
	Instrument Identification Letters						
	(Refer to ANSI/ISA – S5.1 – Latest Edition for Detailed Explanations)						
	First - Let	ter		Succeeding - Letter	S		
	Measured or Initiating Variable	Modifier	Readout or Passive Function	Output Function	Modifier		
A	Analysis		Alarm				
В	Burner, Combustion						
С				Control			
D		Differential					
Е	Voltage		Sensor (Primary Element)				
F	Flow	Ratio (Fraction)					
G	Gas		Glass Viewing Device				
Н	Hand				High		
I	Current (Electrical)		Indicate				
J	Power	Scan					
K	Time, Time Schedule	Time Rate of Change		Control Station			
L	Level		Light		Low		
M		Momentary*			Middle, Intermediate		
N							
О	Oxygen		Orifice, Restriction				
P	Pressure, Vacuum*		Point (Test) Connection				
Q	Quantity	Integrate, Totalize					
R	Radiation		Record				
S	Speed, Frequency	Safety		Switch			

	Table M6-4 Instrument Identification Letters					
	(Refer to AN First - Let		Latest Edition for Detailed Explanations) Succeeding - Letters			
	Measured or Initiating Variable	Modifier	Readout or Passive Function	Output Function	Modifier	
T	Temperature			Transmit		
U	Multivariable		Multifunction	Multifunction	Multifunction*	
V	Vibration, Mechanical Analysis			Valve, Damper, Louver		
W	Weight, Force		Well			
X	Unclassified	X Axis	Unclassified	Unclassified	Unclassified	
Y	Event, State or Presence	Y Axis		Relay, Compute, Convert		
Z	Position, Dimension	Z Axis		Driver, Actuator, Unclassified Final Control Element		
No	Notes:					

2. **Valves**

Manual Valves



Control and Safety Valves

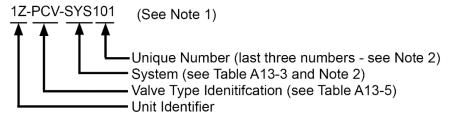


Table M6-5 Control/Automated and Safety/Regulating Valve Identification Letters				
Code Description				
FCV	Flow Control Valve			
FV	Flow Open/Closed Valve			
LCV	Level Control Valve			
LV	Level Open/Closed Valve			

^{*} Indicates a deviation from ISA S5.1

Table M6-5 Control/Automated and Safety/Regulating Valve Identification Letters			
Code Description			
MOV	Motor Operated Valve		
PCV	Pressure Control Valve		
PV	Pressure Open/Closed Valve		
PRB	Back Pressure Regulator (Self-Contained/pilot-operated)		
PRV	Pressure Regulator (self-contained/pilot-operated)		
PSR	Pressure Safety Rupture Disc		
PSV	Pressure Safety/Relief Valve		
SOV	SOV Solenoid Valve		
TCV	TCV Temperature Control Valve		
TV	Temperature Open/Closed Valve		
YCV	Pneumatic Control Valve		
YV	Pneumatic Open/Closed Valve		

Note 1: For valves furnished by Sellers as part of engineered equipment scope, Project Company shall incorporate the character "F" within the visual depiction of the tags on the Project Company P&IDs. For manual valves, the Project Company shall visually depict this by adding the "F" to the end of the valve tag. For control and safety valves, the visual depiction of the "F" character shall resemble the instrument bubble depiction.

Note 2: Unique Number for all valve types uses same approach as Instrument tagging scheme, including the usage of Vendor Systems described above in the Instrumentation section.

3. Piping Specialties

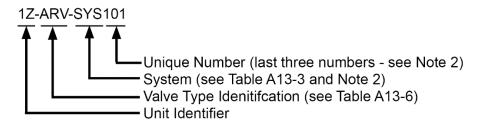


Table M6-6 Specialty Identification Letters				
Code	Description	Code	Description	
ACV	Combination Pressure Air Release & Air/Vacuum Valve	HSR	Hose Reel	
ARC	Automatic Recirculation Valve	HWH	Fire Hydrant with Hose House	
ARV	Pressure Air Release Valve	HYD	Fire Hydrant	
BFP	Backflow Preventer	IDV	Indicating Valve	
CAL	Calibration Column	IKS	Isokinetic Sample Nozzle	
CFD	Chemical Floor Drain	INJ	Injection Element	
CLO	Clean Out	MXT	Mixing Tee	
CNP	Connection Point	MAN	Manway	
CST	Cone Strainer	PSD	Pulsation Dampener	
DEG	Degasifier	POT	Seal Pot	

Table M6-6 Specialty Identification Letters				
Code	Description	Code	Description	
DES	Desiccant	RSS	Removeable Spool	
DIA	Diaphragm Seal	RTR	Resin Trap	
DPR	Damper	SCS	Screen Strainer	
DRF	Drain Funnel	SGL	Sight Glass	
DSH	Desuperheater	SIL	Silencer	
DSJ	Dismantling Joint	SMX	Static Mixer	
EQD	Equipment Drain	STR	Self-Cleaning Strainer	
EWE	Eye Wash	STS	Startup Strainer	
EWS	Eye Wash w/Shower	STB	Basket Strainer (Simplex or Duplex)	
EXC	Expansion Chamber	STC	Cone Strainer	
EXJ	Expansion Joint	STT	T-Type Strainer	
FHH	Fire Hose Header	STY	Startup Y-Type Strainer	
FHS	Fire Hose Station	TPC	Terminal Point Connection	
FLA	Flame Arrestor	TRP	Trap	
FLD	Floor Drain	TTS	T-Type Strainer	
FLH	Flexible Hose	UTS	Utility Station (Hose Connection –	
			Note 3)	
FLT	Filter	VBK	Vacuum Breaker	
FPC	Fire Department Connection	YHD	Yard Hydrant, Freeze Proof	

Note 1: For specialties furnished by Sellers as part of engineered equipment scope, Project Company shall incorporate the character "F" within the visual depiction of the tags on the Project Company P&IDs. The Project Company shall visually depict this by adding the "F" to the end of the specialty tag.

Note 2: Unique Number for all specialties use same approach as Instrument tagging scheme, including the usage of Vendor Systems described above in the Instrumentation section.

Note 3: Hose connections for use as Utility Stations are tagged as Piping Specialties. For example, the Project Company would tag the hose connections associated with Utility Stations within the instrument air (INA) system as 1Z-UTS-INA001, -002, -003, etc. If there were corresponding hose connections at the same Utility Station from the service water (SWS) system, the Project Company would tag those hose connections with 1Z-UTS-SWS001, -002, -003, etc.

4. Pipe Supports



- PSHL Pipe Support Hot Large Bore
- PSHS Pipe Support Hot Small Bore
- PSCL Pipe Support Cold Large Bore

- PSCS Pipe Support Cold Small Bore
- PSEL Pipe Support (Engineered) Large Bore
- PSES Pipe Support (Engineered) Small Bore
- PSSL Pipe Support (Standard) Large Bore
- PSSS Pipe Support (Standard) Small Bore
- PSMD Pipe Support Mechanical Detail

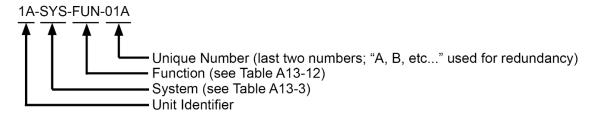
Note 1: Hot Pipe supports are typically those over 250°F and utilized on high temperature system. Cold Pipe supports are typically pre-engineered pipe supports pulled from standard details.

Note 2: Project engineered pipes supports that do not fit into the existing categories shall fall under the custom engineered pipe supports (PSEL / PSES).

Example: Service Water System (SWS) line number 1A-12"-SWS1102-1BAA1A yields ISO Numbers 1ASWS1102-1, 1ASWS1102-2, etc. The corresponding pipe supports for all 1ASWS1102-x ISOs are:

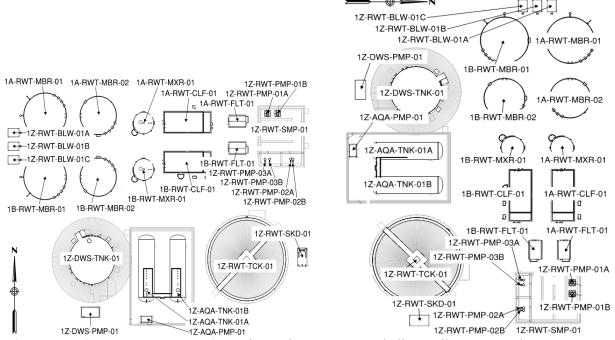
PSCL-1ASWS1102-001 PSCL-1ASWS1102-002 PSCL-1ASWS1102-003, etc.

5. Mechanical/Process Equipment



5.1 General

- (a) The Project Company shall use the same Unit Identifier for equipment dedicated to, or specifically associated with, a specific unit (Piping Process Train). The Project Company shall sequentially number any equipment not associated with a specific unit, starting with 01. The Project Company may use alpha-characters in the Unique Number field to express equipment scope redundancy (i.e. 3x50% pumps would be 01A, 01B, 01C).
- (b) Example: Unit 1A has two (2) identical and redundant general service pumps (2x100%). They are tagged 1A-SYS-PMP-01A and 1A-SYS-PMP-01B. The Unit 1B general service pumps are tagged 1B-SYS-PMP-01A and 1B-SYS-PMP-01B. These two (2) units are protected by a fire protection system comprising of two (2) fire pumps, one (1) electric driven (1x100%) and one (1) diesel driven (1x100%). Since the fire pumps are not unit specific and not an identical product, they are numbered sequentially: 1Z-FPS-PMP-01 and 1Z-FPS-PMP-02.
- (c) The Project Company shall maintain an equipment tagging sequence from left to right and from top to bottom (with NORTH pointing up). If NORTH is pointing left on the drawing, then the Project Company shall turn the drawing until NORTH is pointing up and then follow the previous instructions. See the example equipment plan view below.



Tank/Vessel Nozzle Tagging. The Project Company shall tag all storage tank, pressure vessel nozzles, and skidded equipment packages as follows:

- (a) Process (In/Out/Recirc/etc.) A, B, C, E, F, G (skip over any letters identified below)
- (b) Drain D1, D2, etc.
- (c) Level L1, L2, etc.
- (d) Manway -M1, M2, etc.
- (e) Pressure P1, P2, etc.
- (f) Relief R1, R2, etc.
- (g) Spare -S1, S2, etc.
- (h) Temperature T1, T2, etc.
- (i) Vent V1, V2, etc.

6. Electrical Distribution Equipment

The Project Company shall tag the Electrical Distribution Equipment (i.e. transformers, switchgear, motor control centers and distribution panels) using the Unit Identifier-System Code-Function Code-Unique Number scheme described above. The Project Company shall consider the following information in the selection of the appropriate System Code, Function Code and Unique Number.

6.1 System Codes

The Project Company shall select the System Codes for Electrical Distribution Equipment based on the equipment rated bus voltage. In the case of transformers, the Project Company shall use the System Code

associated with the high side winding; the exception being GSUs and UATs, which have a dedicated System Code for use instead of voltage level. See the System Codes Table for available codes.

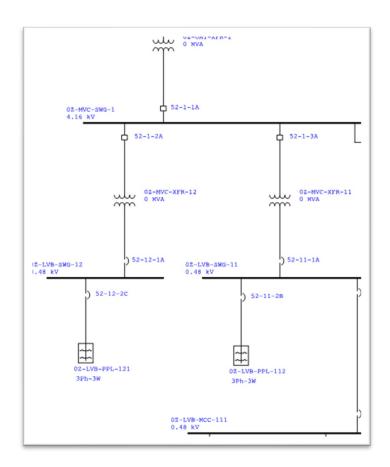
6.2 Function Codes

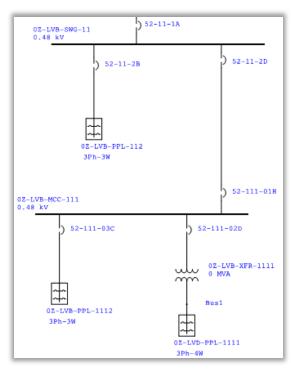
The Project Company shall select the Function Codes for Electrical Distribution Equipment from the Function Codes Table with reference to the brief explanations set forth below:

- (a) XFR Transformer: used for all transformers
- (b) SWG Switchgear: used for medium and low voltage switchgear
- (c) MCC Motor Control Center: used for medium and low voltage motor control centers
- (d) UPS Uninterruptible Power Supply: used for cabinets associated with the UPS system
- (e) BAT Battery: used for DC battery system
- (f) CHG Charger: used for battery charger cabinets
- (g) CPL Control Panel: used for panels mounted on skids or equipment
- (h) HPL Heat Trace Panel: used to provide power to the Heat Trace circuits
- (i) LPL Lighting Panel: used for panels that power lighting and building service circuits only
- (j) PNL Miscellaneous Panel: used for Relay Panels, Patch Panels, Fire Protection Panels, etc.
- (k) PPL Power Panel: used for all Power Distribution Panels except for Lighting panels
- (1) VFD Variable Frequency Drive: Used for all VFD Applications

6.3 Unique Number (Bus Sequence Numbering)

The Project Company shall utilize a scheme in which the Unique Number for Electrical Distribution Equipment follows a sequence that flows down from the UAT. The UAT and the medium voltage switchgear shall have a single digit Unique Number. Each level down from the medium voltage switchgear, the Project Company shall add a digit. The first digit of the SUS transformer Unique Number shall match the Unique Number of the switchgear that feeds into such SUS transformer. The second digit shall be sequential starting at 1. The low voltage switchgear and SUS transformer shall have the same Unique Number. The Project Company shall continue this scheme and flow down to the MCCs and panelboards. See examples on the following page:



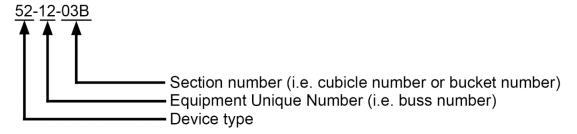


6.4 Electrical Distribution Equipment Tagging Examples

(a)	1A-GSU-XFR-01	GSU transformer for Unit 1A
(b)	1Z-UAT-XFR-1/2	Three-winding Unit Auxiliary Transformer feeding 4.16 kV switchgear buses 1Z-MVC-SWG-1 and 1Z-MVC-SWG-2
(c)	1Z-LVF-HPL-1122	120 VAC, single phase heat trace power distribution panel fed from 1Z-LVB-XFR-1122
(d)	1Z-LVF-UPS-01	120 VAC, single phase UPS system
(e)	1Z-LVF-PPL-01 LVF-UPS-01	120 VAC, single phase power distribution panel fed from 1Z-
(f)	1Z-LVE-BAT-01	125 VDC battery system
(g)	1Z-LVE-CHG-01	Battery charger for 125 VDC battery system
(h)	1Z-LVE-PPL-01 01	125 VDC power distribution panel sourced from 1Z-LVE-BAT-
(i)	1Z-RPS-PNL-01	Relay panel
(j)	1Z-FPS-PNL-01	Fire protection panel

6.5 Circuit Breaker/Contactor Tagging

The Project Company shall tag disconnecting devices located in switchgear and motor control centers using the convention below. See the one-line screenshots above for examples:



Device types:

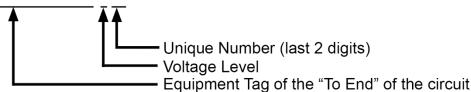
- 52- Breaker
- 42- Contactor
- DS- Disconnect Switch
- FS- Fuse

6.6 Electrical Circuits

(a) General Circuit Tagging Structure

The Project Company shall tag circuits using the following format, starting with the "To Equipment" tag followed by a unique voltage level.

0Z-LVB-PNL-121-200



Example: Two power circuits to CTG breaker 1A-CTG-BKR-01

Circuit 1: 1A-CTG-BKR-01-200 Circuit 2: 1A-CTG-BKR-01-201

(b) Power Circuit Sets

The Project Company shall use the same base circuit tag for all power circuits that are part of a set (e.g. parallel circuits, single conductor circuits, reduced cable sized for lugging), with an additional suffix.

(c) Suffix Format:

1Z-LVF-PPL-04-200-01G

Letter(s) indicate part of set
Two digit number indicating parallel number

Suffix List:

Power cable - Two digit number only (no letters)

Ground Cable - "G"

Neutral - "N"

Cable changes size for lugging

- "To End" Reduced Size "RT"
- "From End" Reduuced Size "RF"

Table M6-7 Power Circuit Example 1

Example 1: Power cable to 1Z-LVF-PPL-04 – Two parallel 1C350 power cables, 2 grounds, 2 neutrals, and reduced to #1/0 on both ends.

Circuit Number	Description
1Z-LVF-PPL-04-200-01	Power conductors parallel set 1
1Z-LVF-PPL-04-200-01G	Ground conductor parallel set 1
1Z-LVF-PPL-04-200-01N	Neutral conductor parallel set 1
1Z-LVF-PPL-04-200-02	Power conductors parallel set 2

Table M6-7 Power Circuit Example 1 Example 1: Power cable to 1Z-LVF-PPL-04 – Two parallel 1C350 power cables, 2 grounds, 2 neutrals, and reduced to #1/0 on both ends. Circuit Number Description 1Z-LVF-PPL-04-200-02G Ground conductor parallel set 2 1Z-LVF-PPL-04-200-02N Neutral conductor parallel set 2 1Z-LVF-PPL-04-200-01RF From end reduced size conductors (1 set only)

To end reduced size conductors (1 set only)

	e M6-8 nit Example 2
Example 2: Power cable to 1Z-LVF-PPL-01 – Si circuits).	ngle 1C350 power able, 1 ground (no parallel
Circuit Number	Description
1Z-LVF-PPL-01-200-01	Power conductors
1Z-LVF-PPL-01-200-01G	Ground conductor

- (d) Fire Alarm Cables. The Project Company shall tag all Fire Protection/Detections Circuits as follows:
 - (i) Unit Number System (FPS) Panel Number Device Number Device Type Voltage Level Unique Number
 - (ii) Example:

1Z-LVF-PPL-04-200-01RT

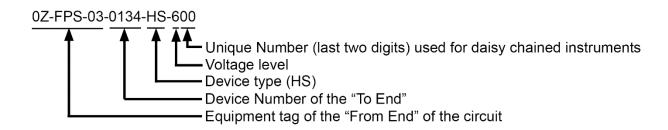


	Table M6-9 Fire Alarm Codes
Code	Description
AIM	Single/Dual Input Monitor Module
AOM	NAC Control Module
DT	Duct Smoke Detector Test Station
F	Manual Pull Station
Н	Horn
HD	Heat Detector/Detect-A-Fire-Heat Probe
HS	Horn/Strobe
MR	Manual Release
MS	Stat-X Maintenance Switch

	Table M6-9 Fire Alarm Codes
Code	Description
PS	Sprinkler Riser Low Air Pressure Switch
REL	Relay Control
RL	Stat-X Generators/Relay
S	Smoke Detector
SOL	Solenoid
ST	Strobe
VS	Sprinkler Riser Valve Tamper Switch
WF	Sprinkler Riser Waterflow Switch
Z	Linear Heat Detection Zone Box

7. Cyber Asset Naming Convention

7.1 General Cyber Asset Tagging Structure

The Project Company shall ensure that the applicable vendors construct cyber assets captured in the Cyber Asset Log based on the following guidelines, and shall monitor and eliminate any duplicates from multiple vendors working on the same major specifications or facility components.

		ole M6-10 tem Codes	
Code	Description	Code	Description
ACW	Auxiliary Cooling Water	LVA	600 VAC System
ADM	Administration	LVB	480 VAC or 480/277 VAC System
AHA	Anhydrous Ammonia	LVC	240/120 VAC System
AQA	Aqueous Ammonia	LVD	208/120 VAC System
ARM	Air Removal	LVE	125 VDC System
AXS	Auxiliary Steam	LVF	120 VAC System
BAF	Boiler Auxiliary Fuel	MTH	Material Handling
BES	Battery Energy Storage	MTN	Maintenance
	System		
BOP	Balance of Plant	MSC	Miscellaneous
BPW	Brine Product Water	MVA	13.8 kV System
CCF	Cycle Chemical Feed	MVB	6.9 kV System
CCW	Closed Cooling Water	MVC	4.16 kV System
CFD	Chemical Feed	PAG	Power Augmentation
CHR	Chilled Water Return	PCM	Plant Communications
CHS	Chilled Water Supply	PDR	Plant Drains
CMG	Compressed Gas	PVS	Solar Photo-Voltaic System
CMD	Data Communications	PWS	Potable Water
DCP	Direct Current Power System	RDS	Roof Drains
DCS	Distributed Control System	RPS	Relaying and Protection
DWS	Demineralized Water	RWS	Raw Water
DWT	Demineralized Water	SDR	Sanitary Drains
	Treatment		
EEA	Overall One Line Diagram	SIT	Site Security Systems

		ole M6-10 tem Codes	
Code	Description	Code	Description
EEB	Metering/Relaying One Line Diagram	SMP	Sampling
EEC	Three Line Diagram	SUS	Secondary Unit Substation
EED	Phasing Diagram	SVA	Service Air
ESS	Essential Service	SWD	Storm Water Drains
FPS	Fire Protection	SWS	Service Water
HTT	Heat Tracing	SWT	Service Water Treatment
HVC	Heating, Ventilation and Air Conditioning	SYD	High Voltage System (Switchyard)
INA	Instrument Air	UAT	Unit Auxiliary Transformer
INS	Instrument	URE	Urea Ammonia
LCI	Load Commutated Inverter	WCF	Water Treatment Chemical Feed
LOL	Lube Oil	WDR	Wastewater Drains
LTG	Lighting	WWT	Wastewater Treatment

7.2 Function Codes Table

			Table M6-11 Function Codes		
Code	Description	Code	Description	Code	Description
ACL	Air Cooler	EWS	Eyewash/Safety Shower	PLC	Programmable Logic Controller
ACN	Air Cannon	EXC	Excitation Control	PMP	Pump
ADY	Air Dryer	EWE	Eyewash	PNL	Miscellaneous Panel
AEX	Anion Exchanger	FAN	Fan	PPL	Power Panel
AHU	Air Handling Unit	FLT	Filter	PRB	Probe
AVR	Automatic Voltage Regulator	FSP	Filter / Separator	PRN	Printer
BAC	Bus Accessory Compartment	FSW	Flow Switch	PSW	Pressure Switch
BAT	Battery	GER	Gear	PWR	Power Supply or Strip
BIN	Bin	GPR	Generator Protective Relay Panel	RCP	Receptacle
BKR	Breaker	GSW	Grounding Switch	RCV	Recirc Valve
BLD	Building	GUH	Gas Unit Heater	REC	Receiver
BLW	Blower	GVL	Governing Valve	RFU	Roof Top Unit
BLF	Belt Filter Press	H2R	Hydrogen Bottle Rack	RIG	Remote Intelligent Gateway
BSC	Belt Scale	HEX	Heat Exchanger	ROU	Reverse Osmosis Unit
BVN	Bin Vent	HPL	Heat Trace Panel	ROV	Rotary Valve
BVB	Bin Vibrator	HST	Hoist	RTU	Remote Terminal Unit
CAB	Cabinet	HUM	Humidifier	SAR	Surge Arrestor
CDU	Condensing Unit	ICL	Intercooler	SCF	Scale Feeder

			Table M6-11		
		_	Function Codes		
Code	Description	Code	Description	Code	Description
					-
CEX	Cation Exchanger	IJB	Instrument Junction Box	SCR	Selective Catalytic Reducer
CFL	Carbon Filter	IPB	Isolated Phase Bus Duct	SDT	Smoke Detector
CHG	Charger	JBX	Junction Box	SEP	Separator
CIH	Corrosion Inhibitor	JSW	Power Switch	SIL	Silencer
CLR	Cooler	LPL	Lighting Panel	SKD	Skid
CLF	Clarifier	LRE	AC/DC Link Reactor	SMX	Static Mixer
CMP	Compressor	LSW	Level Switch	SMC	Sample Cooler
CNT	Contactor	MBL	Blower Motor	SMP	Sump
CO2	Carbon Dioxide Bottle Rack	MBX	Mixed Bed Exchanger	STR	Strainer / Screen
CON	Conditioner	MCB	Main Circuit Breaker	SWG	Switchgear
CPL	Control Panel	MCC	Motor Control Center	TCB	Tie Breaker
CPU	Computer	MFD	Manifold	TCK	Thickener
CRN	Crane	MFN	Fan Motor	TDY	Thermal Dryer
CRT	Cathode Ray Tube	MHL	Manhole	TNK	Tank
CTR	Centrifuge	MOD	Motor Operated Disconnect	TSW	Temperature Switch
DBH	Desiccant Breather	MPM	Pump Motor	XFR	Transformer
DGF	Degasifier	MSP	Magnetic Separator	TWS	Traveling Water Screen
DLP	Dilution Pot	MUX	Multiplexer	UHT	Unit Heater
DSW	Disconnect Switch	MXR	Mixer	UPS	Uninterruptible Power Supply
DVG	Diverter Gate	NGR	Neutral Grounding Resister	UTS	Utility Station
EHC	Electro Hydraulic Controller	NSB	Non-Segregated Bus Duct	VFD	Variable Frequency Drive
EJR	Ejector	OCL	Oil Cooler	VPR	Vaporizer
ELV	Elevator	PBN	Push Button	VSA	Voltage Transformer/Surge Arrestor Cubicle
ENC	Enclosure	PBX	Pull Box	WAC	Waste Cone
ESD	Emergency Stop Device	PEC	Packaged Electrical Electronic Control Center	WSF	Water Softener
EUH	Electric Unit Heater	PKG	Package Unit	WST	Weather Station

7.3 Cyber Asset Type Table

	Table M6-12 Cyber Assets Type
Code	Function
BLD	Building communications (devices talking to HVAC, smart TVs, etc.)
COM	Networking Switches and communications equipment (phones, radios, router,
	Firewall)
CTL	DCS Controller
HMI	Human Machine Interface
MCC	Motor Control Centers
MCE	Media Converters
MCU	Multi-parameter / Micro controllers connected via serial, ethernet, or wirelessly
MET	Metering or instrumentation equipment
PC	Computers and servers
PLC	Programmable Logic Controllers
POW	Power and backup power assets (Power Distribution Units, Uninterruptible Power
	Supply, etc.)
PRN	Printers (networked or direct connected to equipment)
REL	Protective Relays
RIO	Remote IO Node to the DCS
SAF	Plant Safety and alarms
SCA	SCADA systems
SEC	Physical security systems (cameras, intrusion detection sensors, door controller, etc.)
TIM	Time devices (Network timing or GPS equipment)
VMS	Vibration Monitoring Systems

Dateu 1, 202	Dated [1	[]	, 2022
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Labor Services Agreement

between

City of Fort Lauderdale as the City

and

PLCWC O&M, LLC as the O&M Contractor

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THIS LABOR SERVICES AGREEMENT (this "<u>Agreement</u>") is entered into effective as of December [___], 2022 (the "<u>Effective Date</u>") by and between: the CITY OF FORT LAUDERDALE, Florida, a Florida municipal corporation, (the "<u>City</u>"), and PLCWC O&M, LLC (the "<u>O&M Contractor</u>"), a Delaware limited liability company. The City and the O&M Contractor are sometimes referred to individually as a "<u>Party</u>" and collectively as the "<u>Parties</u>."

RECITALS

WHEREAS on December 21, 2020, the City received the Unsolicited Proposal from affiliates of Prospect Lake Water, L.P., (the "<u>Project Company</u>") pursuant to Section 255.065(6), Florida Statutes, to design, construct, operate and maintain an advanced water treatment facility known as the Prospect Lake Clean Water Center (the "<u>Project</u>");

WHEREAS, pursuant to Resolution No. 21-108, the City Commission, at its meeting of June 1, 2021, determined that the Unsolicited Proposal serves a public purpose as a water treatment plant to produce clean drinking water which will be consumed by the public at large and, as proposed, constitutes a qualifying project pursuant to Section 255.065, Florida Statutes;

WHEREAS, the City Commission, at its meeting of March 1, 2022, selected the Unsolicited Proposal as the preferred and first ranked proposal in accordance with Section 255.065(5)(c), Florida Statutes, thereby authorizing the City to commence negotiation of a comprehensive agreement with the Project Company in respect of the Project;

WHEREAS the City Commission, at its meeting of [_____], 2022, adopted Resolution No. [__] authorizing the execution and delivery on the date hereof of a comprehensive agreement (the "<u>Comprehensive Agreement</u>"), by and between the City, the Project Company, Prospect Lake Water, L.P., and IDE PLCWC, Inc., for the development, design, construction, operation and maintenance of the Project;

WHEREAS in furtherance of the Comprehensive Agreement, the Project Company and the O&M Contractor will enter into an agreement for provision of operation and maintenance services (the "O&M Agreement") pursuant to which the O&M Contractor will be responsible for all operations and maintenance work as further set forth in the O&M Agreement (the "O&M Work");

WHEREAS, the City has requested that the O&M Work be performed by employees of the City's Public Works Department's Utility Division on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Parties agree that this Agreement runs concurrently with, and shall not exceed, the term of the Comprehensive Agreement, unless otherwise agreed to in writing by the Parties. NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINED TERMS

Section 1.01 <u>Defined Terms</u>. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth in the Comprehensive Agreement.

Section 1.02 <u>Interpretation</u>. Unless the context clearly requires otherwise:

(a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;

- (b) Whenever the context may require, any pronouns shall include the corresponding masculine, feminine, and neuter terms;
- (c) The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (d) The verb "will" shall be construed to have the same meaning and effect as the verb "shall";
- (e) Any definition of or in reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
- (f) Any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person's successors and assigns or such Person's successors in such capacity, as the case may be;
- (g) The words "herein," "hereunder," "hereof" and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof;
- (h) All references herein to Sections, Parts, Annexes and Exhibits shall be construed to refer to Sections, Parts, Annexes and Exhibits of this Agreement; provided, that the Annexes and Exhibits to this Agreement are an integral part hereof; and provided further, that the provisions of this Agreement shall prevail over the provisions of the Annexes and Exhibits to the extent of any inconsistency; and
- (i) References to this Agreement or to any other agreement or document relating to the Project include a reference to this Agreement, or, as the case may be, such other agreement or document as amended from time to time.
- **Section 1.03** <u>Headings</u>. The captions of the articles, sections and subsections of this Agreement are for convenience only and shall not be deemed part of this Agreement or considered in construing this Agreement.

ARTICLE II

EFFECTIVE DATE AND TERM

Section 2.01 <u>Effective Date</u>. This Agreement shall be in full force, and effect, and shall be binding upon the Parties, as of the Effective Date.

Section 2.02 Term.

- (a) The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the earlier of (i) subject to clause (b), below, expiration or early termination of the O&M Agreement, (ii) expiration or early termination of the Comprehensive Agreement, or (iii) termination of this Agreement in accordance with Section 5.01 (Termination).
- (b) This Agreement will not terminate upon early termination of the O&M Agreement if, simultaneously with the early termination of the O&M Agreement, a successor O&M Contractor approved by the City pursuant to the Comprehensive Agreement assumes the rights and obligations of the existing O&M Contractor under this Agreement.

ARTICLE III

PROVISION OF CITY EMPLOYEES; O&M CONTRACTOR OBLIGATIONS

Section 3.01 Provision of City Employees.

- (a) At least twelve (12) months prior to the Commercial Operation Date (the "Pre-Operating Period"), the O&M Contractor shall deliver to the City a notice substantially in the form of Exhibit A (Form of Target COD Notice) (the "Target COD Notice") notifying the City of the target Commercial Operation Date (the "Target COD"). The Target COD Notice shall set out: (i) the schedule for (A) training, (B) commissioning of the Project, and (C) testing of the Project prior to the Commercial Operation Date, and (ii) a list of the number and specific job classifications (as described in the applicable CBA) required to perform the testing and commissioning activities, the training schedule therefor and the hours required to complete both the required training and testing and commissioning activities as further set out on Annex I (List of Required Employees) (such list being the "List of Required Employees"). The O&M Contractor shall update such List of Required Employees, if necessary, no later than six (6) months prior to the Target COD in accordance with the provisions hereof. Notwithstanding any other provision to the contrary in this Agreement, the Parties agree that O&M Contractor may, at its sole discretion and cost, hire and/or use its own employees to perform services that are not identified in the List of Required Employees or otherwise already employed by the City under the applicable CBAs. The Parties agree that any such employees hired by O&M Contractor would be, for purposes of this Agreement, employed by O&M Contractor.
- (b) The O&M Contractor shall deliver a notice substantially in the form of Exhibit B (Form of COD Notice) (the "COD Notice") notifying the City of the actual Commercial Operation Date no later than one month prior to the date thereof (the period starting from and after Commercial Operation Date until the expiry of the Term, the "Operating Period"). The COD Notice shall also include an updated List of Required Employees.
- (c) It is the sole responsibility of the City to provide the necessary workforce for the Project and the City hereby agrees: (i) to furnish, provide, and make available during the Pre-Operating Period and Operating Period to the O&M Contractor the services of City employees at the times and according to the roles, professions and qualifications set forth in the List of Required Employees (including replacement of employees in case of termination of employment for any reason in accordance with Section 3.04(b) (Control) and Section 4.01 (Qualifications and City Verification) in accordance with the provisions of this Agreement (collectively, the "City Employees"); and (ii) to continue to act as employer of such City Employees. The City shall use its best efforts to ensure that all City Employees who attended the initial training sessions pursuant to Section 3.01(a) and remain employed with the City are made available to work at the Project in order to timely achieve the Commercial Operation Date, subject to any limitations provided for under the Agreement then in effect between the City and Teamsters Local Union 769 (the "Teamsters CBA") and the Agreement between the City and the Federation of Public Employees (the "Management CBA") (collectively, the "CBAs"). The Parties understand and agree that the foregoing provision does not impact the City's right to promote or transfer employees for operational necessity nor does it impact an employee's right to take or use leave of any kind.
- (d) The Parties agree that, for the O&M Contractor to operate and manage the Project in a manner that complies with this Agreement and the Comprehensive Agreement, the City is responsible for ensuring that the Project is staffed with at least the minimal ratio of City Employees per position ("Necessary City Employees"). Annex II (List of Necessary City Employees), which the Parties may jointly amend from time to time, identifies such Necessary City Employees by classification, total personnel, and minimal ratio necessary for the O&M Contractor to adequately operate and manage the Project. The City agrees that the O&M Contractor shall not be in breach of this Agreement, and, accordingly, the Project

Company will not be in breach of the Comprehensive Agreement, for its failure to deliver the Required Quantity of Product Water under the Comprehensive Agreement and/or for any limitations or reductions in quality or quantity of the operation and maintenance services contemplated herein, resulting from the City's failure to staff any particular classification of Necessary City Employees at or above the minimum ratio, for at least the duration, set out in Annex II (List of Necessary City Employees). The City further agrees that the O&M Contractor will be deemed to have delivered the entire Required Quantity under the Comprehensive Agreement, and the City will make no deductions in payment for any alleged deficiencies in the delivery of the Required Quantity of Product Water under the Comprehensive Agreement and/or any limitations or reductions in quality or quantity of the operation and maintenance services contemplated herein that result from the City's failure to staff any particular classification of Necessary City Employees at or above the minimum ratio, and for at least the duration set out in Annex II (List of Necessary City Employees). The Parties agree that, regardless of reason, the City's failure to provide one or more Necessary City Employees for the Project does not create any obligation on the part of the O&M Contractor to hire and/or use its own employees to fill such positions. Notwithstanding the foregoing, the Parties agree that the O&M Contractor may not be excused from providing the Required Quantity under the Comprehensive Agreement as a result of temporary and de minimus staffing shortages of any particular classification of Necessary City Employees.

Section 3.02 Use of City Employees.

- (a) During the Term, the O&M Contractor shall utilize, and the City shall require, City Employees to perform the O&M Work, during days and work hours to be determined by the City (collectively, the "<u>Labor Services</u>") and in certain middle management functions at the Project (collectively, the "<u>Management Services</u>") in each case as further set forth on. <u>Annex I (List of Required Employees)</u> shall also provide, where applicable, the job classification that correspond with the applicable CBA. Notwithstanding, nothing in this Agreement shall be construed or interpreted as requiring the City to take any actions with respect to City Employees that would be in violation of any applicable CBA, as may be amended, supplemented, or otherwise modified from time to time in accordance with its terms.
- (b) The Parties hereto acknowledge and agree that City Employees are necessary to provide the Labor Services and the Management Services and necessary for the O&M Contractor to perform its obligations arising under the O&M Agreement and for the Project Company to perform its obligations to operate and maintain the Project under the Comprehensive Agreement. The Labor Services and the Management Services shall include, *inter alia*, those services set out in Annex I (*List of Required Employees*) and any additional services that the City and the O&M Contractor may agree upon from time to time. The O&M Contractor may not request City Employees to perform services that are outside of the operation and maintenance obligations of the Project Company under the Comprehensive Agreement. Use of City Employees shall not preclude or limit the O&M Contractor's ability to use its own employees at the Site, at the sole cost and expense of the O&M Contractor, for upper management and supervisory positions, that are not encompassed by the List of Required Employees, or as otherwise provided under Section 3.01(c).
- (c) During the Term, the City may, in its sole and exclusive discretion, utilize certain City Employees while they are currently working for the O&M Contractor hereunder to perform services at locations outside of the Project to the extent the performance of such services do not unreasonably interfere with the O&M Work or otherwise run afoul the City's obligations under the applicable CBA ("City Labor Services"); City Labor Services shall be for the City's benefit, and the City shall be responsible for all costs and liabilities arising therefrom.

Section 3.03 Cooperation and Coordination.

- (a) It shall be the City's responsibility to advise the O&M Contractor of any proposed or actual changes to any applicable CBA, prior to ratification, that may, or will, affect the terms of the Comprehensive Agreement or this Agreement including, but not limited to, the O&M Contractor's ability to perform under those agreements.
- (b) To further ensure that City Employees are properly managed and supervised by the City, and that the relationship between the City and the O&M Contractor is at all times compliant with the CBAs and the Parties' respective policies and procedures, the City will designate a City Employee to serve as the primary point of contact between the City and the O&M Contractor with respect to any matters covered under either this Labor Services Agreement, the applicable CBAs, and/or any of the Parties' policies and procedures ("City Onsite Liaison"). The Parties agree that the City Onsite Liaison will be, for purposes of this Agreement and otherwise, employed by the City and the City will have the sole and exclusive discretion to determine who will serve in that role.

Section 3.04 Control.

- (a) During the Term, and except as otherwise stated in Section 3.04(c), any City Employee performing the Labor Services or the Management Services at the Project shall receive on-site instructions from the O&M Contractor. To the extent necessary, the City shall instruct City Employees to follow the O&M Contractor's directions and policies, in addition to any applicable City policies at the time of such performance (including the City's employment related policies as further set forth in Section 3.06 (Compliance with Employment Policies)). The Parties agree that the O&M Contractor cannot enforce a policy, or take any action with respect to a particular City Employee, that would violate or be in conflict with the employee's applicable CBA.
- (b) The City shall be solely responsible for maintaining any and all City Employee personnel records, and shall continue to be solely responsible for analyzing, interpreting, administering, and negotiating any applicable CBA, including with respect to any City Employees assigned to work on the Project. If any City Employee retires or otherwise voluntarily leaves his or her position, or is terminated by the City, for any reason, the City shall promptly replace such City Employee with another qualified City Employee as soon as practicable, and in accordance with Section 3.01 above.
- (c) The Parties further expressly acknowledge and agree that: (i) neither Party has any authority or right to hire, terminate, discipline, schedule, or otherwise affect the employment terms and conditions of the employees of the other Party; (ii) each Party will be solely responsible for conducting and managing its own human resources and/or labor relations with respect to its employees; and (iii) each Party shall be responsible for compliance with any and all federal, state, and local laws, and/or applicable agreements, with respect to the operation of their respective businesses and with respect to their own employees.

Section 3.05 Training; Equipment.

(a) The O&M Contractor will provide adequate training of City Employees to effectively and safely perform the Labor Services and the Management Services, including as to the O&M Contractor's safety protocols, and shall oversee the City Employees in the performance of the O&M Work. At the commencement of the Pre-Operating Period, O&M Contractor will provide the City with a preliminary training plan that contains an overview of the training to be provided to City Employees (including the format in which such training will be provided), and an estimation of the number of training hours required. Before training commences, the City must approve said preliminary training plan, which approval may not be unreasonably withheld. The City shall ensure that each City Employee is available for such amount of professional training as the O&M Contractor shall require in advance of starting such employee responsibilities at the Project, and the City shall direct the necessary City Employees to attend. All such training shall be conducted in accordance with the CBAs. The O&M Contractor shall, to the extent

feasible, perform any training contemplated under this Agreement during the City Employee's regularly scheduled working hours.

- (b) At the City's request, the O&M Contractor shall provide City Employees with all tools, equipment (including any personal protective equipment) and supplies deemed necessary or prudent by the O&M Contractor to perform the Labor Services and the Management Services, and shall provide the City with any information or reporting necessary for the maintenance of personnel records required under Article 27 of the Teamsters CBA and Article 38 of the Management CBA.
- Section 3.06 Compliance with Employment Policies. During the Term, the City will instruct City Employees to follow all applicable employment policies of the Parties in effect from time to time (including those contained in the applicable CBAs). The City agrees to provide O&M Contractor with written copies of all employment policies of the City, and current applicable CBAs, at least thirty (30) days prior the Commercial Operation Date. In the event of changes to the Parties' policies, the Parties shall provide each other with written copies of all such changes at least ten (10) days prior to their effectiveness. Neither the O&M Contractor nor the Project Company shall have any responsibilities for City Employees when they are not performing Labor Services or Management Services hereunder.

ARTICLE IV

CITY RESPONSIBILITIES

Section 4.01 Qualifications and City Verification.

In accordance with <u>Section 3.01(c)</u> (<u>Provision of City Employees</u>) and anytime following the replacement of a City Employee for any reason, the City shall provide the O&M Contractor with City Employees who are qualified to perform the Labor Services and the Management Services. Prior to making any City Employee available to the O&M Contractor, the City shall ensure that the City Employee is qualified to perform the Labor Services and the Management Services, shall be solely responsible for ensuring that the City Employee's assignment to perform Labor Services and/or the Management Services complies with the applicable CBA, and shall share, in writing, each such City Employee's identity with the O&M Contractor.

Section 4.02 Removal.

- (a) No Disciplinary Authority By O&M Contractor. The Parties agree that the City has the sole authority, and is solely responsible, for the discipline, removal and/or replacement of City Employees working on the Project. Notwithstanding anything in this Agreement to the contrary, the O&M Contractor agrees that it does not have any disciplinary authority or control with respect to City Employees. Accordingly, to the extent the O&M Contractor believes that a specific act(s) of a City Employee merits assessment by the City for possible disciplinary action by the City, the O&M Contractor may communicate such acts to the City Onsite Liaison. Upon receipt of such information, the City shall take appropriate action with respect to any City Employees found to have engaged in a violation of a City or O&M Contractor policy, in accordance with the applicable provisions of the applicable CBA (or other relevant document) or inform the O&M Contractor why the City believes discipline is not warranted. The Parties agree that no part of this Agreement shall be read or construed as providing O&M Contractor with any say in whether the City promotes, disciplines, or terminates any City Employee, and the Parties agree that such decisions are solely the City's to make.
- (b) <u>City Employee Removal</u>. The City may elect, in its discretion, to replace any City Employee: (i) that the City seeks to remove; or (ii) whose employment by the City is terminated for whatever reason.

- (c) <u>Removal Process</u>. The City shall provide reasonable notice of its intention to replace a City Employee pursuant to <u>Section 4.02(b)</u> (<u>City Employee Removal</u>) and, in instances where removal of an employee is not time sensitive or otherwise required under an applicable CBA, shall work with the O&M Contractor to: (i) determine, and minimize, any potential effects to the safe, effective and efficient operation of the Project that the City Employee's removal may create; and (ii) discuss the timing of the removal and subsequent replacement of the City Employee. The Parties agree that the City remains solely responsible for ensuring that the Project is at all times adequately staffed with qualified City Employees, including under <u>Section 3.01</u>.
- Section 4.03 Compensation; Benefits. The City shall be responsible for, and shall timely pay or caused to be paid, all salaries, wages and benefits, including overtime, owed to City Employees. All matters concerning wages, expenses, hours worked and paid, discipline, employee evaluation, termination, overtime, work assignments, compliance with the applicable CBA, and other similar administrative and/or legal matters shall be resolved between the City and City Employees, and not between the O&M Contractor and City Employees. The City shall be responsible for reimbursing City Employees for expenses as provided in the City's reimbursement policies.

Section 4.04 Overtime, Scheduling.

- (a) <u>Submission of Operating Budget</u>. The O&M Contractor, no later than 60 days before the Commercial Operation Date and forty-five (45) days prior to the beginning of each following calendar year, shall submit to the City its proposed annual overtime budget for the subsequent fiscal year, or in the case of such initial overtime budget, partial year (in each case, the "<u>Overtime Budget</u>") for expected overtime working hours related to Labor Services and Management Services (to be calculated in the aggregate for all City Employee working hours). Notwithstanding the foregoing, O&M Contractor's submission of a proposed Overtime Budget shall have no effect on the City's obligations or rights with respect to staffing of City Employees or the CBAs, and shall have no effect on the City's sole and exclusive discretion over how it assigns and manages overtime with respect to the City Employees.
- (b) Approval of Operating Budget. The Overtime Budget shall be deemed approved so long as the aggregate amount of the anticipated aggregate overtime related to the Labor Services and the Management Services does not exceed 105% of the previous fiscal year's budget (after taking into consideration additional factors, such as increases in wages under the applicable CBAs). In the event that such Overtime Budget shall not be deemed approved as provided in the immediately preceding sentence, such Overtime Budget shall be subject to the reasonable approval of the City, such approval not to be unreasonably withheld or delayed. If the City neither approves nor disapproves any such proposed Overtime Budget within thirty (30) days after receipt, the O&M Contractor shall operate as if the Overtime Budget is approved unless and until the City thereafter disapproves of such Overtime Budget, in writing

In the event of any emergency at the Project that arises directly from the operation of the Project and threatens human life or safety (including by threatening the Project's ability to produce water that meets the Product Water Quality Guarantee and product water quantity requirements set forth in the Comprehensive Agreement), threatens to materially damage material property, or that requires an unplanned urgent shutdown or maintenance of the Project (an "<u>Urgent Condition</u>"), the O&M Contractor shall be permitted to instruct City Employees, on behalf of the City, to work additional overtime hours so long as the O&M Contractor notifies the City as soon as practicable of such Urgent Condition and such actions taken by the O&M Contractor. The City shall approve or reject the costs associated with such additional overtime hours actually worked within 48 hours of the O&M Contractor notifying the City of the Urgent Condition and, to the extent the City does not approve or reject that request within that 48-hour time period, such costs associated with the overtime worked shall be deemed approved. To the extent the City rejects a request by the O&M Contractor for costs associated with additional overtime hours worked under this Section 4.04(c), the City shall promptly provide the O&M Contractor with all information upon

which the rejection was based. The information referenced in the preceding sentence must be sufficient to establish that: (i) no Urgent Condition existed; and/or (ii) based upon the nature of an Urgent Condition that did exist, City Employees nevertheless worked an excessive number of overtime hours. For the avoidance of doubt, additional overtime hours that are related to an Urgent Condition and are approved by the City shall not count toward the Overtime Budget. Any additional overtime hours that the O&M Contractor claims resulted by an Urgent Condition that are not approved by the City will count toward the Overtime Budget. All overtime hours, regardless of whether caused by Urgent Condition or otherwise, shall be paid by the City in accordance with its standard pay practices and the applicable CBAs.

Section 4.05 <u>Taxes</u>. The City shall be responsible for preparing and filing all employment tax returns required to be filed as a result of the City's employment of City Employees during the Term (including withholding tax returns and unemployment tax returns), including making any required deposits. The City shall comply with all federal, state and local tax laws with respect to City Employees, including applicable withholding and deposit requirements and the remittance of such withheld amounts or deposits in accordance with Applicable Law.

Section 4.06 Compliance with Laws; Code of Conduct.

- (a) The City shall be solely responsible for securing workers' compensation coverage for City Employees and shall be responsible for the management of workers' compensation claims, claims filings and related procedures for City Employees in connection with their performance of Labor Services and Management Services, respectively. The City shall comply with all relevant federal, state and municipal employment laws at all times during the Term, as well as the terms of the applicable CBA.
- (b) The City represents and warrants that it is in compliance with and agrees that it shall remain in compliance with: (i) the provisions of the Fair Labor Standards Act ("FLSA"), including but not limited to payment of overtime; (ii) the Immigration Reform and Control Act of 1986 ("IRCA"), including but not limited to the provisions of IRCA prohibiting the hiring and continued employment of unauthorized aliens, requiring verification and record keeping with respect to identity and eligibility for employment, and prohibiting discrimination on the basis of national origin, United States citizenship, or intending citizen status; and (iii) all other Applicable Law. The City shall ensure that all City Employees are not only legally authorized to work in the United States, but are also legally authorized to work for the O&M Contractor at the Project and that City Employees are paid in accordance with the FLSA.

ARTICLE V

TERMINATION

Section 5.01 Termination.

- (a) Notwithstanding Section 2.02 (*Term*), either Party may terminate this Agreement for any of the following defaults (each such default, severally an "Event of Default"): (i) if the other Party fails to cure its breach of a non-monetary obligation hereunder within [thirty] days after it receives notice of such breach from the non-breaching Party; provided, that if such breach is not reasonably able to be cured during such [thirty-day] period, the breaching Party shall have begun to cure such breach and be diligently pursuing such cure and such breach shall have been cured within [sixty days] of receiving such notice; (ii) if a Party fails to make any monetary payment due hereunder within [thirty days] of such payment being due; or (iii) if the Comprehensive Agreement is terminated.
- (b) Further, the Parties may terminate this Agreement for any reason or no reason whatsoever by mutual written agreement.

Section 5.02 <u>Effect of Termination</u>. No termination of this Agreement excuses either Party from any obligation arising prior to termination or from any liability arising out of any Event of Default that occurred prior to termination.

ARTICLE VI

INDEMNIFICATION

Section 6.01 City Indemnification of O&M Contractor.

- (a) The City expressly agrees to release, save, indemnify, hold harmless, and defend the O&M Contractor and its affiliates, related parties, contractors and subcontractors, and their respective officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants (the "O&M Contractor Indemnified Parties"), from and against any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination or cost (including, but not limited to, reasonable attorney's fees, administrative costs, and court costs), arising out of, or in connection with:
 - (i) any action taken solely by the City or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants with respect to a City Employee. As used in the preceding sentence, the term "solely" means any action by the City: (i) that did not result from information the O&M Contractor provided to the City under Section 4.02(a); (ii) of which the O&M Contractor was not aware, or did not know, prior to such action being taken; or (iii) that did not result from wrongdoing by the O&M Contractor. Notwithstanding anything to the contrary in this Section 6.01(c)(i), the O&M Contractor may waive, in writing in accordance with the Notice provisions in Section 7.01 of this Agreement, its right to indemnification with respect to a particular action in instances where the O&M Contractor insists that a particular action be taken that the City does not wish to take, and the O&M Contractor agrees to waive its right to indemnification prior to the City taking any such action. The Parties agree that any waiver of indemnification under this Section 6.01(c)(i) on any single instance shall not operate as, or be deemed, a waiver of the O&M Contractor's right to otherwise seek indemnification under this Agreement on any other occasion.
 - (ii) any alleged bodily injury, death, or loss of / damage to property wherein the action of a City Employee and/or the City are alleged to have been the proximate cause of such event.
- (b) The City has the obligation to assume, and fully control, the defense of any potentially indemnified claim or litigation with competent counsel that is acceptable to the O&M Contractor, and the O&M Contractor will cooperate fully (at the City's cost and expense) in any defense and in the settlement of such claim or litigation.
- (c) Notwithstanding anything herein to the contrary, each Party assumes responsibility for and shall save, indemnify, hold harmless and defend (with counsel selected by the indemnified Party), the other Party from and against all claims, actions, judgments or other liabilities arising out of bodily injury to, or death of, any third party, or third party's property damage or loss, when such injury, death, damage or loss is caused by the willful misconduct or negligent act or omission of the indemnitor, its employees, agents, or subcontractors. When such injury, death, damage or loss is caused by the joint or concurrent negligence of the indemnitor, the indemnitee, and/or any third party, then the indemnitor's liability hereunder shall be equal to the degree that the injury, death, damage or loss was caused by the negligence of the indemnitor, its employees, agents or subcontractors.

Section 6.02 O&M Contractor Indemnification of City.

- (a) The O&M Contractor expressly agrees to release, save, indemnify, hold harmless, and defend the City and its affiliates, related parties, contractors and subcontractors, and their respective officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants (the "City Indemnified Parties"), from and against any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination or cost (including, but not limited to, reasonable attorney's fees, administrative costs, and court costs), arising out of, or in connection with:
 - (i) any action taken solely by the O&M Contractor or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants with respect to a City Employee. As used in the preceding sentence, the term "solely" means any action by the O&M Contractor that did not result from: (i) direction from the City; or (ii) wrongdoing by the City. Notwithstanding anything to the contrary in this Section 6.01(c)(i), the City may waive, in writing in accordance with the Notice provisions in Section 7.01 of this Agreement, its right to indemnification with respect to a particular action in instances where the City insists that a particular action be taken that the O&M Contractor does not wish to take, and the City agrees to waive its right to indemnification prior to the O&M Contractor taking any such action. The Parties agree that any waiver of indemnification under this Section 6.01(c)(i) on any single instance shall not operate as, or be deemed, a waiver of the City's right to otherwise seek indemnification under this Agreement on any other occasion.
 - (ii) any alleged bodily injury, death, or loss of / damage to property wherein the action of the O&M Contractor and/or its officers, directors, shareholders, members, employees, agents, representatives, insurers, and consultants are alleged to have been the proximate cause of such event.
- (b) The O&M Contractor has the obligation to assume, and fully control, the defense of any potentially indemnified claim or litigation with competent counsel that is acceptable to the City, and the City will cooperate fully (at the O&M Contractor's cost and expense) in any defense and in the settlement of such claim or litigation.
- (c) Notwithstanding anything herein to the contrary, each Party assumes responsibility for and shall save, indemnify, hold harmless and defend (with counsel selected by the indemnified Party), the other Party from and against all claims, actions, judgments or other liabilities arising out of bodily injury to, or death of, any third party, or third party's property damage or loss, when such injury, death, damage or loss is caused by the willful misconduct or negligent act or omission of the indemnitor, its employees, agents, or subcontractors. When such injury, death, damage or loss is caused by the joint or concurrent negligence of the indemnitor, the indemnitee, and/or any third party, then the indemnitor's liability hereunder shall be equal to the degree that the injury, death, damage or loss was caused by the negligence of the indemnitor, its employees, agents or subcontractors.

Section 6.03 <u>Claims Arising Out of Acts by Both Parties.</u>

(a) Notwithstanding the foregoing, the Parties agree that if: (i) it is alleged; (ii) the Parties agree; or (iii) it is determined by a court of competent jurisdiction, that any liability, claim, charge, demand, petition, complaint, lawsuit, penalty, judgment, inquiry, order, injunction, conciliation agreement, settlement agreement, determination or cost (including, but not limited to, reasonable attorney's fees, administrative costs, and court costs) that would be identified in Sections 6.01 and/or 6.02 arises out of one or more actions taken jointly by the City and the O&M Contractor, then neither party shall be entitled to indemnification by the other party, and each party shall bear any and all costs and expenses associated with the defense of the same.

(b) Regardless of whether either Party would be required to indemnify the other (under the circumstances set forth in this Article VI), each Party agrees that it would be responsible only for its proportionate or comparative fault, as determined by a court of competent jurisdiction or as otherwise agreed to by the Parties, in writing.

Section 6.04 Request for Indemnification.

- (a) The Parties agree to provide written Notice of a request for indemnification, in accordance with Section 7.01, within thirty (30) days from the date upon which the requesting party receives (whether formally or informally) any claim, charge, demand, petition, complaint, or lawsuit potentially giving rise to indemnification.
- (b) Upon notification by either Party of the existence of any potentially indemnified claim, charge, demand, petition, complaint, or lawsuit under <u>Sections 6.01 and/or 6.02</u>, the Parties agree to determine informally, and in good faith, whether indemnification is appropriate in accordance with <u>Sections 6.01 and/or 6.02</u>.
- (c) Should a scenario arise that is not covered in Sections 6.01, 6.02, and/or 6.03 above, and the Parties do not otherwise reach an agreement as to whether indemnification is appropriate under Sections 6.01 or 6.02 via informal means, the Parties agree to mediate their dispute as to the appropriateness of indemnification, during which each Party shall be required to provide a statement of their respective positions for the other Party's, and the mediator's, consideration. The Parties agree that, to the extent reasonably possible, they will jointly select a mediator and schedule mediation to occur within thirty (30) days from the date upon which either Party first communicated the existence of any potentially indemnified claim, and agree to have a representative with authority appear at such mediation (regardless of whether in person, by video conference, or teleconference) within that thirty (30) day time period. If the Parties are unable to resolve an indemnification dispute within fifteen (15) days after mediating, either Party may proceed to pursue its rights and remedies in accordance with Section 9.08, below.
- (d) The Parties agrees that, prior to reaching an agreement, and/or prior to a determination by a court of competent jurisdiction regarding whether indemnification is appropriate under this Sections 6.02 and/or 6.03, they will each take all necessary steps to defend against any potentially identified claims, charges, demands, petitions, complaints, or lawsuits, regardless of which Party is seeking indemnification, regardless of the party ultimately responsible for such. To the extent that the Parties reach an agreement, and/or a court of component jurisdiction determines that a particular claim, charge, demand, petition, complaint, or lawsuit against either Party is not subject to indemnification, the Parties will reimburse one another for any and all reasonable costs and expenses incurred with respect to the defense under this Section 6.04(d).
- (e) Notwithstanding the foregoing, the Parties agree that nothing contained in this Article VI modifies or amends (nor shall be construed or interpreted as modifying or amending) any term in Article X (Relief Events) in the Comprehensive Agreement.
- (f) The Parties may modify any of the time periods set forth in this <u>Section 6.04</u>, in writing.

ARTICLE VII

NOTICES

Section 7.01 Notices Generally. Notices under this Agreement shall be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by email communication, to the

following addresses (or to such other address as may from time to time be specified in writing by such Person):

If to the O&M Contractor :
[]
With a copy to:
[]
If to the City :
[]
With a copy to:
г 1

Section 7.02 <u>Deemed Receipt</u>. Such notice shall be deemed received: (a) if personally delivered, when received; (b) if sent by certified mail, return receipt requested, on the date noted on the return receipt (or the date delivery is noted as refused); (c) if sent by a recognized overnight mail or courier service, when received; or (d) if sent by email communication, when received, provided the email is not returned as "undeliverable."

ARTICLE VIII

ASSIGNMENT

Section 8.01 Restrictions on Assignment.

- (a) The O&M Contractor shall not assign, transfer or otherwise dispose of any interest in this Agreement except with approval by the City Commission, which shall not be unreasonably withheld or delayed.
- (b) In the case of any assignment under this <u>Section 8.01</u>, the assignee shall assume all of the obligations of the O&M Contractor under this Agreement. Any purported assignment of this Agreement in violation of this Section 8.01 is void.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.01 Amendments and Waivers.

- (a) This Agreement may be amended only by a written instrument duly executed by the Parties or their respective successors or assigns.
- (b) Either Party's waiver of any breach or to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding.

Section 9.02 <u>Successors and Assigns</u>. Subject to <u>Section 8.01 (Restrictions on Assignment)</u>, this Agreement shall be binding upon and inure to the benefit of the City and the O&M Contractor and their permitted successors, assigns and legal representatives.

Section 9.03 <u>Limitation on Third-Party Beneficiaries</u>. It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder or to authorize anyone not a Party to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder. Except as otherwise provided in this <u>Section 9.03</u>, the duties, obligations and responsibilities of the Parties with respect to third parties shall remain as imposed by Applicable Law. This Agreement shall not be construed to create a contractual relationship of any kind between the City and any Person other than the O&M Contractor.

Section 9.04 Severability. If any clause, provision, section or part of this Agreement is ruled invalid by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including applicable compensation to account for any change in the Work resulting from such invalidated portion; and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. To the extent the Parties are unable to negotiate such changes or substitutions and court or other guidance fails to result in the Parties' reaching agreement, as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, section or part.

Section 9.05 Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

Section 9.06 **Counterparts**. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or scanned electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms reasonably approved by the City (and, for the avoidance of doubt, electronic signatures utilizing the DocuSign platform shall be deemed approved), or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, Florida Statutes § 668.50, or any other similar state laws based on the Uniform Electronic Transactions Act. Each of the Parties further agrees that it will not raise receipt of an electronic signature as a defense in any proceeding or action in which the validity of such consent or document is at issue and hereby forever waives such defense.

Section 9.07 Further Assurances. The Parties shall do, execute and deliver, or shall cause to be done, executed and delivered, all such further acts, documents (including certificates, declarations, affidavits, reports and opinions) and things as the other may reasonably request for the purpose of giving effect to this Agreement or for the purpose of establishing compliance with the representations, warranties and obligations of this Agreement.

Section 9.08 Governing Law. This Agreement and all Annexes and Exhibits to this Agreement, and all matters arising out of or relating to them (whether in law or in equity), are governed by and construed in accordance with, the laws of the State of Florida and shall be interpreted and construed in accordance with and governed by the laws of the State of Florida, without regard to the conflict of laws provisions thereof to the extent those principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. The Parties agree that any action relating to, or arising out of, this Agreement shall be taken in a court of competent jurisdiction within Broward County, Florida and the Parties agree not to assert that such forum is inconvenient. With respect to any suit or action arising out of, or relating to, any provision in this Agreement, the prevailing party shall be entitled to recover all of its fees, costs, and expenses incurred, including without limitation, reasonable attorneys' fees (in addition to any other relief to which the prevailing party may be entitled). EACH PARTY HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND A TRIAL BY JURY FOR ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING FROM ANY SOURCE. INCLUDING BUT NOT LIMITED TO THE CONSTITUTION OF THE UNITED STATES. THE CONSTITUTION OF ANY STATE, COMMON LAW OR ANY APPLICABLE LOCAL, STATE OR FEDERAL STATUTE, LAW, RULE, STATUTE, ORDER, REGULATION OR ORDINANCE, AND/OR ANY OTHER STATUTE, LAW, RULE STATUTE, ORDER, REGULATION OR ORDINANCE RELATING TO ANY APPLICABLE COLLECTIVE BARGAINING AGREEMENT(S). INCLUDING CLAIMS UNDER THE NATIONAL LABOR RELATIONS ACT. FLORIDA'S PUBLIC EMPLOYEES RELATIONS ACT, AND ANOTHER OTHER FEDERAL STATE OR LOCAL EMPLOYMENT STATUTE, LAW, RULE, STATUTE, ORDER, REGULATION OR ORDINANCE. EACH PARTY HEREBY ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING THE RIGHT TO DEMAND TRIAL BY JURY. Notwithstanding anything contained herein to the contrary, the City, by execution of this Agreement, hereby fully and expressly waives, to the fullest extent permitted by applicable law, the protections of sovereign immunity, except that the City makes no waiver of the protections of sovereign immunity that are not already waived in Section 768.28, Florida Statutes, with respect to actions in tort or as a result of negligence.

Section 9.09 Anti-Boycott Verification. As a condition precedent to the effectiveness of this Agreement, the O&M Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the O&M Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel as defined in Sections 287.135 and 215.4725, Florida Statutes (2018), as may be amended or revised.

Section 9.10 Relationship of the Parties. Nothing in this Agreement shall be deemed to constitute either Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency, joint employer, successor employer, or any relationship between the Parties. The Parties' respective obligations are individual and not collective in nature.

Section 9.11 <u>Survival</u>. The O&M Contractor's and the City's representations and warranties, Section 9.08 (*Governing Law*), Section 4.07 (*Dispute Resolution*) the indemnifications and releases contained in <u>Article VI (*Indemnification*</u>), the rights to compensation contained in <u>Section 4.03</u> (*Compensation; Benefits*) and any other obligations to pay amounts hereunder, and all other provisions which by their inherent character should survive expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement as provided in <u>Article V (*Termination*)</u> and any other payment obligations of the City arising prior to expiration or early termination of this Agreement. Agreement shall survive the expiration or earlier termination of this Agreement.

Section 9.12 Agents and Representatives. The City and the O&M Contractor shall each designate an individual or individuals who shall be authorized to make decisions and bind the Parties on matters relating to this Agreement ("Authorized Representative"). Annex III (Authorized Representatives) of this Agreement specifies the initial Authorized Representative designations. Such designations may be changed by a subsequent writing delivered to the other Party in accordance with Article VII (Notices).

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the undersigned have executed this Agreement as of the date first set below, but effective as of the date set forth above.

CITY OF FORT LAUDERDALE

By:	
Name: []	
Title: []	
PLCWC O&M, LLC	
Ву:	
Name: []	
Title: [

ANNEX I

List of Required Employees.1

Job Description / Classification as per Appendix A of CBA (in Italic font)	Class code as per Appendix A to CBA (to be updated by City)	PW Position Match (this column was supplied by city - should be updated by city)	Qualifications	No. per Shift	No. of Shifts	Total Personnel	Main Responsibilities
Control Room Manager Lead Water Plant Operator	TM068	Water Operations Supervisor U155	State of Florida Class B Operator's license (or higher)	N/A	Full time + standby duty	1	Management of operators & shifts In depth knowledge of process procedures Training of operation staff
Control Room Operators Water Treatment Plant Operator	TM138	Lead Water Treatment Plant Operator U147, U148, U149, 2 new FTE Water Treatment Plant Operator U893, U945, U181, U166 Water Treatment Plant Operator Trainee (not licensed) U179, U184, U168	State of Florida Class C Operator's license (or higher)	2 (1 Shift manager + 1 operator)+ 2 standby	3 per 24 hour day	12	24/7/365 operation of facility Auxiliary roles such as chemical dosing, CIP (if applicable),
Laboratory Manager TBD	TBD	Environmental Laboratory Supervisor U361 (Capability to be provided by Public Works Laboratory Staff)	BSc. Chemistry Other local regulatory requirement?	N/A	Full time + standby duty	1	Manage quality lab test regimes Maintain lab qualification Standard QA of facility
Laboratory Technician TBD	TBD	Environmental Laboratory Tech (U351) (Capability to be provided by Public Works Laboratory Staff)	BSc. Chemistry Other local regulatory requirement?	N/A	Full time + standby duty	1	Perform quality lab tests
Control Automation Engineer / IT manager	TM128	Technology Infrastructure and Operations Manager New FTE	Practical electronics engineer / BSc. Computer sciences	N/A	Full time + stand by duty	1	Maintenance of OT control of facility IT management & maintenance

¹ **Note to City:** Please input the corresponding job classification from the applicable CBA(s) for each employee line item in the relevant column and update the table as necessary as indicated by the red type.

		1	T		T	1		
Technology Infrastructure Support Technician								
Safety officer TBD	TBD	New FTE	Safety management diploma	N/A	Full time + stand by duty	1	Management of all Safety & Health regulations & procedures in facility	
Electromechanical Engineer Senior Industrial Electrician	TM114	Process Control Engineer U048 (Requires coordination with remaining PW PCE FTEs to provide backup/redundancy)	Electric Engineer	N/A	Full time + stand by duty	1	Management of the maintenance of electricity infrastructure & motors within facility	
Electromechanical Technician Electrician	TM036	Industrial Electrician U146, U141 (Requires coordination with remaining PW IE FTEs to provide	Certified High Voltage Electricians	N/A	Full time + stand by duty	2	Maintenance of electricity infrastructure & motors within facility	
	TM060	backup/redundancy; dedicated personnel reduces flexibility for the overall utility)						
Instrumentation Technician Electronics/Instrument Technician	TM039	Electro Technician (U047, New FTE)	Instrumentation practical engineer / technician	N/A	Full time + stand by duty	2	Maintenance of instrumentation of facility	
Maintenance Manager Senior Plant Maintenance Worker	TM117	Public Works Maintenance Supervisor U158	Practical Mechanical Engineer	N/A	Full time + stand by duty	1	Management of the mechanical maintenance team of the facility	
Mechanical Technician - skilled Equipment Mechanic	TM048	Sr Utility Mechanic U164, U303 Sr Plant Maintenance Worker U143, U834. 2 New FTE	Skilled mechanic with several years' experience	N/A	Full time + stand by duty	6	Major maintenance of mechanical equipment of the facility	
Mechanical Technician - general	TM088	Utility Mechanic U163, U280, U265	Junior mechanic with a few years'		Full time + stand by duty	6	Regular maintenance of mechanical equipment of the	
Plant Maintenance Worker		Plant Maintenance Worker U172, 2 New FTE	experience				facility Upkeep of site	
Logistic Warehouse	TM002	Administrative Supervisor U010 (Capability to be provided by existing Public Works Staff)		N/A	Full time + stand by duty	2	Management of facility warehouse - spare parts & chemicals	

Book keeper - Accounting Clerk	TM002	Sr Admin Assistant U006 (Capability to be provided by existing Public Works Staff)	Book keeper diploma	N/A	Full time	1	Maintain all financial records & bookkeeping, effecting payments to suppliers
Procurement Manager Procurement & Inventory Specialist	TM100	Sr Procurement & Inventory Specialist U026 (Capability to be provided by existing Public Works Staff)	Several years' experience in procurement	N/A	Full time	1	Management of all procurement of spare parts Coordination of chemical procurement
Secretary / Site Admin. / HR coordinator Administrative Assistant	TM005	Sr Admin Assistant (Capability to be provided by existing Public Works Staff)	Proficiency in MS- Office applications	N/A	Full time	1	Site administration PA to management HR coordinator of facility HR coordination between employees & payroll dept. of city
					Total	44	

ANNEX II

List of Necessary City Employees

Job Description / Classification as per Appendix A of CBA (in Italic font)	No. per Shift	No. of Shifts	Total Personnel	Minimal ratio of employees to enable Operator to fulfil commitments	Maximal absence ratio	Du
Control Room Manager Lead Wastewater Plant Operator	N/A	Full time + standby duty	1	100%	0%	
Control Room Operators Water Treatment Plant Operator	2 (1 Shift manager + 1 operator)+ 2 standby	3 per 24 hour day	12	75%	25%	
Laboratory Manager	N/A	Full time + standby duty	1	50% (together with lab technician)	50% (together with lab technician)	
Laboratory Technician	N/A	Full time + standby duty	1	50% (together with lab manager)	50% (together with lab manager)	
Control Automation Engineer / IT manager Technology Infrastructure Support Technician	N/A	Full time + stand by duty	1	100%	0%	
Safety officer TBD	N/A	Full time + stand by duty	1	100%	0%	
Electromechanical Engineer Senior Industrial Electrician	N/A	Full time + stand by duty	1	100%	0%	
Electromechanical Technician Electrician	N/A	Full time + stand by duty	2	50%	50%	
Instrumentation Technician Electronics/Instrument Technician	N/A	Full time + stand by duty	2	50%	50%	
Maintenance Manager Senior Plant Maintenance Worker	N/A	Full time + stand by duty	1	100%	0%	
Mechanical Technician - skilled	N/A	Full time + stand by duty	6	60%	40%	

Equipment Mechanic							
Mechanical Technician - general		Full time + stand by duty	6	40%	60%		
Plant Maintenance Worker							
Logistic Warehouse	N/A	Full time + stand by duty	2	50%	50%		
Book keeper - Accounting Clerk	N/A	Full time	1	0%	100%		
Procurement Manager Procurement & Inventory Specialist	N/A	Full time	1	100%	0%		
Secretary / Site Admin. / HR coordinator Administrative Assistant	N/A	Full time	1	0%	100%		
		Total	40				

ANNEX III

Authorized Representatives

[To be inserted.]

Form of Target COD Notice

[Date] ²
The City of Fort Lauderdale ("City" or "you")
[Address]
Re: Notice of Target COD
Ladies and Gentlemen:
This Notice of Target COD (this "Notice") is delivered to you pursuant to Section [] of that certain Labor Services Agreement, dated as of [], 2022 (as amended, restated, modified or supplemented from time to time, the "LSA"), among the City and PLCWC O&M, LLC, a limited liability company organized under the laws of [Delaware]. All capitalized terms used herein shall have the respective meanings specified in the LSA unless otherwise defined herein or unless the context requires otherwise.
By delivery of this Notice, the O&M Contractor hereby notifies you that COD is expected to occur on [] (the "Target COD"). Testing and commissioning activities ahead of Target COD are expected to begin on [], and [training for such testing and commissioning activities] ³ is expected to begin on []. The O&M Contractor hereby requests that the City furnish and make available to the O&M Contractor the services of certain City Employees currently employed in such job classifications listed below, for the employment hours and on the dates set out for each job classification.

Months of Lead Time needed	-8	-6	-4	-3	-2
Activity	Functional dry tests	Functional dry/wet tests	Functional wet tests / training	Functional wet tests / training	Completion tests / training
			Number of e	mployees	
Control room manager	1	1	1	1	1
Control room operators			6	6	12
Laboratory Manager			1	1	1
Laboratory Technician					1
Control Automation Engineer / IT manager	1	1	1	1	1
Safety Officer	1	1	1	1	1
Electromechanical Engineer	1	1	1	1	1
Electromechanical Technician	1	1	1	2	2
Instrumentation Technician	1	1	1	2	2

 ² To be delivered at least twelve months before Target COD.
 ³ Note to City: To discuss plan for managing the overlap in startup of the new plant and shut down of Fiveash.

Maintenance Manager	1	1	1	1	1
Mechanical Technician -	3	3	6	6	6
skilled	,	3	6	U	U
Mechanical Technician -					6
general					6
Logistic Warehouse			1	1	2
Bookkeeper*					1
Procurement*				1	1
Secretary / Site Admin. /				1	1
HR coordinator				1	1
Total employees	10	10	21	25	40

^{*}Designates Shared Utility Employee

	The O&M Contractor requests that the City provide an indicative list of such City Employees by
[]	•
[Please do not hesitate to reach out to [your normal contacts at the O&M Contractor[[] at]] with any questions.
	[Signature Page to follow]

PLO	CWC O&M, LLC
By:	
	Name: []
	Title: []

effective as of the date set forth above.

In Witness Whereof, the undersigned have executed this Notice as of the date first set below, but

Form of COD Notice

[Date]. ⁴
The City of Fort Lauderdale ("City" or "you") [Address]
Re: Notice of COD
Ladies and Gentlemen:
This Notice of COD (this "Notice") is delivered to you pursuant to Section [] of that certain Labor Services Agreement, dated as of [], 2022 (as amended, restated, modified or supplemented from time to time, the "LSA"), among the City and [] a limited liability company organized under the laws of [Delaware]. All capitalized terms used herein shall have the respective meanings specified in the LSA unless otherwise defined herein or unless the context requires otherwise.

By delivery of this Notice, the O&M Contractor hereby notifies you that COD is scheduled to occur on [

Job Description / Classification as per Appendix A of CBA	Class code as per Appendix A to CBA	Qualifications	No. per Shift	No. of Shifts	Total Personnel	PW Position Match	Total in Department
Control Room Manager Lead Water Plant Operator	TM068	State of Florida Class A Operator's license (or higher?)	N/A	Full time + Standby Duty	1	Water Operations Supervisor U155	2

operations and maintenance activities at the Project will begin on such date. The O&M Contractor hereby requests that the City furnish and make available to the O&M Contractor the services of certain City Employees currently employed in such job classifications listed in Schedule [__] to

the LSA, for the employment hours and dates set out for each job classification.

⁴ **NTD**: To be delivered at least one month prior to COD.

Control Room Operators Water Treatment Plant Operator	TM138	State of Florida Class C Operator's license [or higher]	2 (1 Shift manager + 1 operator) + 2 standby	3 per 24 hour day	12	Lead Water Treatment Plant Operator U147, U148, U149, 2 new FTE Water Treatment Plant Operator U893, U945, U181, U166 Water Treatment Plant Operator Trainee (not licensed) U179, U184, U168	10 8 3
TBD	TBD	BSc. Chemistry [Other local regulatory requirement]	N/A		1	Environmental Laboratory Supervisor U361 (Capability to be provided by Public Works Laboratory Staff)	1
TBD	TBD	BSc. Chemistry [Other local regulatory requirement]	N/A		1	Environmental Laboratory Tech (U351) (Capability to be provided by Public Works Laboratory Staff)	8
Control Automation Engineer / IT manager Technology Infrastructure Support Technician	TM128	Practical electronics engineer / BSc. Computer sciences	N/A	Full time + Standby Duty	1	Technology Infrastructure and Operations Manager New FTE	0
Safety officer TBD	TBD	Safety management diploma	N/A	Full time + Standby Duty	1	New FTE	0
Electromechanical Engineer Senior Industrial Electrician	TM114	Electric Engineer	N/A	Full time + Standby Duty	1	Process Control Engineer U048 (Requires coordination with remaining PW PCE FTEs to provide backup/redundancy)	4

Electromechanical Technician Electrician Industrial Electrician	TM036 TM060	Certified High Voltage Electricians	N/A	Full time + Standby Duty	2	Industrial Electrician U146, U141 (Requires coordination with remaining PW IE FTEs to provide backup/redundancy; dedicated personnel reduces flexibility for the overall utility)	7
Instrumentation Technician Electronics/Instrument Technician	TM039	Instrumentation practical engineer / technician	N/A	Full time + Standby Duty	2	Electro Technician (U047, New FTE)	7
Maintenance Manager Senior Plant Maintenance Worker	TM117	Practical Mechanical Engineer	N/A	Full time + Standby Duty	1	Public Works Maintenance Supervisor U158	7
Mechanical Technician – skilled Equipment Mechanic	TM048	Skilled mechanic with several years' experience	N/A	Full time + Standby Duty	6	Sr Utility Mechanic U164, U303 Sr Plant Maintenance Worker U143, U834. 2 New FTE	16 5
Mechanical Technician – general Plant Maintenance Worker	TM088	Junior mechanic with a few years' experience		Full time + Standby Duty	6	Utility Mechanic U163, U280, U265 Plant Maintenance Worker U172, 2 New FTE	21 4 10
Logistic Warehouse	TM002		N/A	Full time + Standby Duty	2	Administrative Supervisor U010 (Capability to be provided by existing Public Works Staff)	2
Bookkeeper* Accounting Clerk	TM002	Book keeper diploma	N/A	Full time	1	Sr Admin Assistant U006 (Capability to be provided by existing Public Works Staff)	2
Procurement Manager* Procurement & Inventory Specialist	TM100	Several years' experience in procurement	N/A	Full time	1	Sr Procurement & Inventory Specialist U026 (Capability to be provided by existing Public Works Staff)	

Secretary / Site Admin. / HR coordinator Administrative Assistant	TM005	N/A	Full time	1	Sr Admin Assistant (Capability to be provided by existing Public Works Staff)	
				Total: 44		

^{*}Designates shared utility employee

The O&M Contractor requests that the City provide an indicative list of such City Employees by [].	
Please do not hesitate to reach out to [your normal contacts at the Project Company][[] at []]] with any questions
[Signature Page to follow]	

[]		
By:	-	

In Witness Whereof, the undersigned have executed this Notice as of the date first set below, but effective as of the date set forth above.

Annex O to Comprehensive Agreement

Authorized Representatives

Project Company:

- Michael Albrecht
- Ross Posner
- Lihy Teuerstein
- Gil Noiman

City

• [TBD]

Annex Q to Comprehensive Agreement

Site Security and Cybersecurity Plan

Physical Site

In compliance with Section 3.05 (Safety and Security of Site) of the Comprehensive Agreement, Project Company shall maintain the security of the Site.

The Project Company shall close and lock all entrance gates when not in use. The Project Company shall classify Site security for the Project as restricted during all phases of construction, and shall control access to the Site accordingly.

The Project Company shall maintain a policy of screenings and inspections on individuals, possessions, and vehicles as reasonably necessary to maintain the safety and security of the Site. All visitors to the Site shall be subject to inspections and shall be required to review and agree to comply with the Project Company's policies and rules related to maintenance of a secure Site.

The Project Company shall implement a Site-specific safety training required for all individuals performing Work at the Site (including City Employees) and accessing the facility on a regular basis. The Project Company shall require that all individuals performing Work on the Site (including City Employees) must go through this training in order to navigate around the Site unescorted. A trained employee (who may be a City Employee) shall escort all personnel that will not be on Site for consistent periods to all Site locations as and when necessary for such personnel to visit the Site.

Project Company shall identify a designated individual at the Site (who may be a City Employee) who shall maintain locked gates at the entrance to the Site as part of such individual's job responsibilities.

After the Commercial Operation Date, the O&M Contractor and the City shall coordinate to ensure that appropriate security is provided both to the Project and to the Site in its entirety. Not less than 180 days before the Commercial Operation Date, Project Company shall submit a Security Plan to the City regarding the necessary security provisions through the Term of the Comprehensive Agreement. The City shall have the right to review and approve such Security Plan, such approval not to be unreasonably withheld, conditioned or delayed.

Cybersecurity

In addition to the physical security measures described above, the Project Company shall include a cybersecurity plan in the Security Plan designed to ensure all internal (e.g., supervisory control and data acquisition (SCADA)) and external (e.g., email) communication systems are protected. The cybersecurity plan shall identify an antivirus software program that the Project Company shall install on all internet-connected electronic systems at the Project. The Project Company shall review and update such cybersecurity plan annually to confirm that the security platforms are adequate and commercially reasonable.

The Project Company shall ensure that such cybersecurity plan materially complies with relevant Applicable Law. The Project Company shall ensure that mandatory cybersecurity training is reflected in the Training Plan for training of relevant City Employees.

Annex S to Comprehensive Agreement

End of Term Handback Requirements

1. End of Term Performance Evaluation Requirements.

1.1 Requirements and Compliance

- (a) <u>Compliance With End of Term Performance Evaluation Requirements.</u> If, during the applicable Exit Performance Period described in <u>Section 1.1(d)</u>, the Project Company complies with the End of Term Performance Evaluation Requirements, the Project Company shall have no obligation to perform the Exit Performance Test.
- (b) Non-Compliance With End of Term Performance Evaluation Requirements. If, during the applicable Exit Performance Period described in Section 1.1(d), the Project Company has not complied with the End of Term Performance Evaluation Requirements, the Project Company shall, at the Project Company's own cost and expense, conduct an Exit Performance Test of the Project (the "Exit Performance Test"). The Project Company shall conduct the Exit Performance Test in the same manner and over the same time periods as the Performance Test described in Annex C-2 (Performance Testing). If the results of the Exit Performance Test demonstrate that the Project has satisfied the Product Water Quality Guarantee, the Project Company shall have no obligation to perform additional maintenance, repair or replacement work on the Project beyond that required generally under Section 5.03 (Maintenance, Repairs and Replacement) of this Agreement. If the results of the Exit Performance Test demonstrate that the Project has not satisfied the Product Water Quality Guarantee, the Project Company (at the Project Company's own cost and expense) shall make all repairs and replacements necessary so that the Project is capable of achieving the Product Water Quality Guarantee. Upon completion of such repair and replacement work, the Project Company shall conduct the Exit Performance Test again, using the same time periods and methods as the previous Exit Performance Test. The Project Company shall repeat this process until the results of an Exit Performance Test demonstrate that the Project has satisfied the Product Water Quality Guarantee.
- (c) End of Term Performance Evaluation Requirements. The Project Company shall ensure that the Project meets the following requirements during the Exit Performance Period (in each case, except upon the occurrence of a Relief Event):
 - (i) The Project has produced the Daily Quantity Requested (or timely Make-Up Units) throughout the Exit Performance Period.
 - (ii) The Project's Actual Monthly Electricity Consumption did not exceed 110% of the Guaranteed Maximum Monthly Electricity Consumption on average during the Exit Performance Period.
 - (iii) All Product Water that the Project Company has sampled in accordance with the procedures set forth in this Agreement has satisfied the Product Water Quality Guarantee.
 - (iv) Each Project Component (as defined in Annex C-1 (*Commissioning Obligations*)) has functioned within 85% of its original performance capacity (as documented by the Project Company using testing methods substantially similar to the procedures

- for assessing performance capacity pursuant to Section 10.2(b) of Annex C-2 (*Performance Testing*)).
- (v) The Project has met the requirements set forth in items (i) (iv) of this Section 1.1(c) without the Project Company completing any extraordinary O&M Work.
- (d) <u>Applicable Exit Performance Period</u>. The applicable Exit Performance Period under this Section shall be the six months immediately preceding the Expiration Date.
- (f) <u>Condition of Project Structures</u>. In addition to either complying with the End of Term Performance Evaluation Requirements or the Exit Performance Test, the Project Company shall meet the Transfer Condition Requirements set forth in <u>Section 2.2</u> below.

2. Return from the Project Company to the City Upon Termination or at Term Conclusion.

2.1 Process

- (a) <u>Required Project Condition</u>. On the Termination Date, the Project Company shall ensure that the Project:
 - (i) is in a condition consistent with the Project Company having operated and maintained the Project in accordance the Comprehensive Agreement;
 - (ii) with respect to buildings, structures and pipelines that as of the Termination Date were expected to have a useful life of more than twenty years (excluding structures that have been abandoned in place), has functional or structural ratings of at least "3" (as defined in Annex F (*O&M Standards*)) for each such building, structure or pipeline; and
 - (iii) with respect to the Project equipment's maintenance, repair and replacement status, meets the standards set forth in Section 11 (*Maintenance Standards*) of Annex F (*O&M Standards*).
- **Transfer Condition Requirements**. The requirements of this <u>Section 2.2</u> of this Annex S (*End of Term Handback Requirements*) constitute the "Transfer Condition Requirements."
 - (a) <u>Transfer Condition Survey</u>. Not less than 180 days¹ prior to the Expiration Date, the Project Company and the City shall conduct a joint inspection and survey of the Project's structures and a separate joint inspection and survey of the Project's equipment (together, the "<u>Transfer Condition Survey</u>") over a 30-day period (or such shorter time period to be mutually agreed between the City and the Project Company). If the results of the Transfer Condition Survey demonstrate that any element of the Project would not reasonably expected to be in a condition consistent with the Transfer Condition Requirements as of the Expiration Date, then the Project Company shall deliver a plan (the "<u>Transfer Condition Plan</u>") to the City within sixty days of completion of the Transfer Condition Survey, outlining the additional Work necessary for the Project to meet the Transfer Condition Requirements, together with a time and cost estimate for such Work.

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¹ Note to City: The reason for the increase from 120 days to 180 days is to align with the increased sub-periods.

- (b) <u>Determination of Transfer Condition Retainage</u>. Upon completion of the Transfer Condition Survey and following the Project Company's submission of the Transfer Condition Plan as required by Section 2.2(a), the City:
 - (i) may review and comment on the Transfer Condition Plan;
 - (ii) may direct the Project Company to amend the Transfer Condition Plan to incorporate corrective Work which the City reasonably determines is necessary to meet the Transfer Condition Requirements, and reflect the time and cost of such Work; and
 - (iii) shall, after giving due consideration to the Project Company's cost estimate, determine in good faith the amount (the "<u>Transfer Condition Retainage</u>") that the City reasonably believes will be necessary for the Project Company to complete the additional Work required to meet the Transfer Condition Requirements.
- (c) Establishment and Use of Transfer Condition Retainage Account. The City shall hold back and retain from the O&M Payment that would otherwise be due in each Contract Month in which the Project Company is implementing the Transfer Condition Plan an amount equal to (i) the Transfer Condition Retainage, divided by (ii) the number of Contract Months between the first Contract Month in which the City withholds the Transfer Condition Retainage and the Expiration Date. If the Project Company submits one or more requisitions to the City (in a form substantially similar to Annex U (Form of Funding Request) of this Agreement) with full supporting receipts or other evidence of payment, the City shall pay to the Project Company, from the Transfer Condition Retainage, all amounts necessary to reimburse the Project Company for amounts actually expended in the performance of the Extra Work necessary to meet the Transfer Condition Requirements. Notwithstanding the foregoing, the Project Company may post a letter of credit with the City in an amount equal to the Transfer Condition Retainage in lieu of such holdback from the O&M Payments.
- Performance of the Transfer Condition Work and Further Inspection. The Project Company (d) shall implement the Transfer Condition Plan that the Project Company has delivered to the City pursuant to Section 2.2(a) in accordance with the requirements set forth therein, and shall take all other steps necessary to ensure that the Project is compliance with the Transfer Condition Requirements, even if (a) the City does not participate in the Transfer Condition Survey or review the Transfer Condition Plan or (b) the actual cost of compliance is higher than the amount of the Transfer Condition Retainage. At least 60 days prior to the Expiration Date (or such later date to be mutually agreed), the City and the Project Company shall conduct a further joint inspection and survey of the condition of the Project and the progress of the Work required by the Transfer Condition Plan. If, 15 days prior to the Expiration Date (or such later date to be mutually agreed), the Project Company (i) has failed to demonstrate that the Project has the capacity to meet the requirements of the Exit Performance Test; or (2) is not operating or maintaining the Project in compliance with the O&M Standards, then the City may, acting reasonably, increase the amount of the Transfer Condition Retainage as it deems reasonably necessary to allow the Project Company to make the repairs and modifications to the Project that are described in the Transfer Condition Plan and are reasonably necessary to cause the Project to meet the requirements of the Exit Performance Test.
- (e) <u>Final City Condition Assessment</u>. Within 30 days after the Expiration Date, the City shall either:

- (i) Issue to the Project Company a transfer condition certificate confirming compliance with the Transfer Condition Requirement (a "Transfer Condition Compliance Certificate") and return any remaining Transfer Condition Retainage to the Project Company; or
- (ii) Notify the Project Company of the City's decision not to issue the Transfer Condition Compliance Certificate, setting out each respect in which the Project does not comply with the Transfer Condition Requirements and stating the City's estimate of the cost of completing all Work required for the Project to comply with the Transfer Condition Requirements (a "Transfer Condition Noncompliance Notice").
- (f) <u>Final Project Condition Assessment</u>. The Project Company may, within 30 days after receipt of a Transfer Condition Noncompliance Notice, object to any matter set forth therein. The Project Company shall submit any such objection to the City in writing and shall include details of the grounds of such objection and the Project Company's proposal to resolve the matters identified in the Transfer Condition Noncompliance Notice.
- (g) <u>Final Compliance</u>. If the Project does not, on the Expiration Date, comply in all respects with the Transfer Condition Requirements, the City may use any remaining Transfer Condition Retainage amounts to complete any Work necessary to cause the Project to comply with the Transfer Condition Requirements; <u>provided</u>, that upon completion of such Work, the City shall pay to the Project Company any such Transfer Condition Retainage amounts that the City has not used in furtherance of such Work.

Annex T to Comprehensive Agreement

Forms of Payment and Performance Bonds

PART 1 – FORM OF PAYMENT BOND.1

PAYMENT	[TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA			
BOND	Hartford, Connecticut 06183]			
Bond No.: []				
CONTRACTOR: [] (Name, legal status and address)		SURETY: [] (Name, legal status and	principal place of business)	
OWNER: [] (Name, legal status and address)				
CONSTRUCTION CONTRACT Date: [] Amount: \$[] Description: [] (Name and location)				
BOND Date: [] (Not earlier than Construction Con	tract Date)			
Amount: \$[] Modifications to this Bond:	[] None	[] See Section	18	
CONTRACTOR AS PRINCIPAL Company: [] (Corpo	orate Seal)	SURETY Company:	[] (Corporate Seal)	
Signature: [Signature: [Name and [] Title: ayment Bond.)]	
(FOR INFORMATION ONLY — AGENT or BROKER: []	Name, address and telep	ohone) OWNER'S REPRESEN (Architect, Engineer or		

¹ NTD: The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - § 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - § 5.1.2 have sent a Claim to the Surety (at the address described in Section 13).
 - § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - § 7.2 Pay or arrange for payment of any undisputed amounts.
 - § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - § 16.1.1 the name of the Claimant;
 - § 16.1.2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - § 16.1.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - § 16.1.4 a brief description of the labor, materials or equipment furnished;

- § 16.1.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- § 16.1.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- § 16.1.7 the total amount of previous payments received by the Claimant; and
- § 16.1.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- **§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to	this bond are as follows:		
[]			
(Space is provided be	low for additional signatures of	of added parties, other than the	ose appearing on the cover page.
CONTRACTOR AS I	PRINCIPAL	SURETY	
Company: []	(Corporate Seal)	Company: []	(Corporate Seal)
Signature: [1	Signature: [1
Name and Title: [Name and Title: [
Address: []		Address: []	

PART 2 – FORM OF PERFORMANCE BOND²

PERFORMANCE [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

BOND	Hartford, Connecticut 06183]
Bond No.: []	
CONTRACTOR: [] (Name, legal status and address)	SURETY: [] (Name, legal status and principal place of business)
OWNER: [] (Name, legal status and address)	
CONSTRUCTION CONTRACT Date: [] Amount: \$[] Description: [] (Name and location)	
BOND Date: [] (Not earlier than Construction Contract Date)	
Amount: \$[] Modifications to this Bond: [] None	[] See Section 16
CONTRACTOR AS PRINCIPAL Company: [] (Corporate Seal)	SURETY Company: [] (Corporate Seal)
Signature: [] Name and Title: [] (Any additional signatures appear on the last page of this Po	Signature: [] Name and Title: [] erformance Bond.)
(FOR INFORMATION ONLY — Name, address and telep AGENT or BROKER: []	ohone) OWNER'S REPRESENTATIVE: [] (Architect, Engineer or other party:)
§ 1 The Contractor and Surety, jointly and severally, bind successors and assigns to the Owner for the performance o herein by reference.	
§ 2 If the Contractor performs the Construction Contract, the	Surety and the Contractor shall have no obligation

under this Bond, except when applicable to participate in a conference as provided in Section 3.

² NTD: The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - § 3.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default:
 - § 3.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - § 3.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - § 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - § 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner

refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - § 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - § 7.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - § 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to	this bond are as follows:		
[]			
(Space is provided be CONTRACTOR AS	· ·	of added parties, other than th SURETY	ose appearing on the cover page.
	(Corporate Seal)	Company: []	(Corporate Seal)
Signature: []	Signature: []
Name and Title: [1	Name and Title: [1
Address: []		Address: []	

PART 3 – FORM OF DUAL OBLIGEE RIDER

DUAL [TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ODI ICEE DIDED

OBLIGEE KIDEK	Hartford, Connecticut 06183]
(Concurrent Execution with Payment and Performance Bond	s)
No. [] (hereinafter individually referre	nd shall be attached to and forms a part of Performance and Payment Bonds ed to as "Performance Bond" or "Payment Bond", and collectively referred alty and Surety Company of America], (hereinafter referred to as "Surety"),
], 20[], [] (hereinafter called the "Principal"), entered into a er called the "Primary Obligee") for the construction of the []
WHEREAS, the Primary Obligee has requ Obligee the Bonds in connection with the	uested that the Principal and the Surety execute and deliver to said Primary Contract; and
WHEREAS, the Primary Obligee has rec Primary Obligee concurrently with the Bo	quested the Principal and the Surety execute and deliver this Rider to the nds.
	reby agree and stipulate that [] shall be added to the Bonds as a 'Additional Obligee"), subject to the conditions set forth below:
of them, unless the Primary Obligee, the Ad the case the Surety arranges for completion	iable under the Bonds to the Primary Obligee, the Additional Obligee, or any dditional Obligee, or any of them, shall make payments to the Principal (or in a of the Contract, to the Surety) strictly in accordance with the terms of said all other obligations to be performed under said Contract at the time and in the
(Primary and Additional Obligees), as thei the Additional Obligee's rights hereunder Primary Obligee, and the total liability of the	of the Surety under the Performance Bond, to any or all of the obligees of interests may appear, is limited to the penal sum of the Performance Bond; are subject to the same defenses Principal and/or Surety have against the he Surety shall in no event exceed the amount recoverable from the Principal ct. At the Surety's election, any payment due under the Performance Bond he or more of the obligees.
and Additional Obligees), and to persons or "Claimants"), as their interests may appear Additional Obligee's rights hereunder, if a Primary Obligee and/or the Claimants und	of the Surety under the Payment Bond to any or all of the obligees (Primary rentities that are entitled to make claim under the Payment Bond (hereinafter, is limited to the penal sum of the Payment Bond; the Primary Obligee's and my, are subject to the same defenses Principal and/or Surety have against the ler the Payment Bond. At the Surety's election, any payment due under the apayable to one or more of the obligees and/or Claimants.
Except as herein modified, the Bonds shall	l be and remains in full force and effect.
Signed this [_] day of [], 20[_].	
	[] (Principal)
	By: [

By: [____], Attorney-in-Fact

Annex U to Comprehensive Agreement Form of Funding Request

		Date:
		Proposed Funding Date:
The City of Fort	t Lauderdale (the " <u>City</u> ")	
	Re: <u>Prospect Lake Clean Water Center – Fr</u>	unding Request
Ladies and Gent	tlemen:	
(as amended, a " <u>Comprehensive</u> Prospect Lake F	ce is made to (i) that certain Comprehensive Agamended and restated, supplemented or other examples and among Prospect Lak Holdings, LLC and IDE Americas, Inc., each in see defined herein, capitalized terms used he Agreement.	erwise modified from time to time, the re Water, L.P. (the "Project Company"), in their capacity as Sponsors, and the City.
of t Fun Wor Am	ding Request. The Project Company hereby require Comprehensive Agreement, the City maked ding [Modified Water Standards Funding Amount [OCCT Work Funding ount] in an aggregate amount of \$[] (the ject Company as set forth in greater detail below	e a payment in respect of the [Base City nount][Pre-Treatment and Booster Pumps Amount][Second Disposal Well Funding "Funding Amount") to the account of the
	Account Name: Bank Name: Bank Location: ABA No.: SWIFT/BIC: Account Number: Reference: Bank Contact Name: Bank Contact Phone No.:	

¹ NTD: City to provide notice information for Funding Request.

- 2. <u>Certifications</u>. The Project Company hereby certifies that the following statements are accurate and complete as of the date hereof and shall be accurate and complete as of the proposed Funding Date indicated above:
 - a. the Funding Amount will be used only to pay or reimburse the Project Company for a prior payment of [Project Costs (other than DB Costs associated with (i) the second disposal well contemplated by the Design Requirements and Construction Standards, (ii) the Required Scope Work or the Modified Water Standards Work)][DB Costs associated with the Pre-Treatment and Booster Pumps Work][DB Costs associated with the OCCT Work][DB Costs associated with the Modified Water Standards Work][DB Costs associated with the second disposal well contemplated by the Design Requirements and Construction Standards];
 - b. no Project Company Default has occurred and is continuing under this Comprehensive Agreement;
 - c. the Project Company has used (or will use, prior to the proposed Funding Date indicated above) all payments of City Funding of the same type as the City Funding requested hereby made prior to the submission of this Funding Request for payment of Project Costs in accordance with Section 11.02 of the Comprehensive Agreement; and
 - d. the DB Work associated with this Funding Request has been performed in compliance with the requirements of this Comprehensive Agreement.
- 3. <u>Lien Waivers and Proofs of Payment</u>. Attached hereto as <u>Exhibit A</u> are (a) all conditional waivers and releases upon payment that Project Company has received from DB Contractor and all subcontractors under the DB Contract with respect to subcontracts with a value of at least \$1,000,000, in the amount of the Funding Amount and (b) an unconditional waiver and release upon payment from the DB Contractor and all subcontractors under the DB Contract with respect to subcontracts with a value under \$[1,000,000], from whom the Project Company has obtained such releases pursuant to the DB Contract, for DB Work billed and paid through the date of this Funding Request.²

Sincerely,

PROSPECT LAKE WATER, L.P.				
Authorized Representative				
Authorized Representative				

² NTD: Applicable lien waivers to be selected.

Exhibit A: Lien Waivers

PART 1: CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: [] Name of Customer: [] Job Location: [] Owner: [] Through Date: []
Conditional Waiver and Release This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:
Maker of Check: [] Amount of Check: \$[] Check Payable to: []
Exceptions
This document does not affect any of the following: 1) Retentions. 2) Extras for which the claimant has not received payment. 3) The following progress payments for which the claimant has previously given a conditional waiver and elease but has not received payment: Date(s) of waiver and release: [] Amount(s) of unpaid progress payment(s): \$[]
4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the ight to recover compensation for work not compensated by the payment.
Signature Claimant's Signature: [] Claimant's Title: [] Date of Signature: []

PART 2: UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: []
Name of Customer: []
Job Location: []
Owner: []
Through Date: []
Unconditional Waiver and Release This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment:
\$ [] Exceptions
This document does not affect any of the following:
1) Retentions.
 Extras for which the claimant has not received payment. Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the ight to recover compensation for work not compensated by the payment.
Signature
Claimant's Signature: [] Claimant's Title: [] Date of Signature: []

PART 3: UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information
Name of Claimant: []
Name of Customer: []
Job Location: []
Owner: []
Unconditional Waiver and Release
This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.
Exceptions
This document does not affect any of the following:
Disputed claims for extras for which the claimant has not received payment in the amount of:
\$[<u>]</u>
Signature
Claimant's Signature: [] Claimant's Title: [] Date of Signature: []

Communications Protocol

- 1. Communications between the Project Company and the City with respect to the Project Company's right to draw Feedstock Water from the City Wellfield pursuant to Section 6.03(f) of this Agreement will be carried out between a designated representative of the City responsible for the operation of the City Wellfield and a designated representative of the Project Company responsible for managing the delivery of Feedstock Water to the Project, and will be done by (a) email or (b) telephone.
- 2. The City will operate and maintain the City Well Field in a manner that enables the City to comply with the Feedstock Water Daily Plan submitted by the Project Company to the City pursuant to Section 6.03(e) of this Agreement, as such plan may be updated in accordance with such Section 6.03(e).
- 3. The City will provide at least 48 hours' advance notice to the Project Company of:
 - (a) which wells from the City Well Field the Project Company should draw Feedstock Water from and the Project Company shall be entitled to draw Feedstock Water from such wells in accordance with the Feedstock Water Daily Plan;
 - (b) any changes to the wells in the City Well Field from which the Project Company is entitled to draw Feedstock Water; and
 - (c) the City's decision to require the Project Company to draw Feedstock Water from a newly started up well within the City Well Field, so to ensure both Parties can take adequate measures to minimize interference to the O&M Work arising from the transition between wells.
- 4. In the event the City must curtail or shutdown the supply of Feedstock Water from the City Wellfield to the Project Company in a manner that conflicts with the Feedstock Water Daily Plan, the City will notify the Project Company promptly and the Project Company will reduce or stop, as applicable, Feedstock Water flow from the City Well Field to the Project in accordance with the City's instructions.
- 5. In the event the Project Company must curtail or shutdown the supply of Feedstock Water from the City Wellfield to the Project Company pursuant clauses (i) (if the City has requested the Project Company to deliver a different quantity of Product Water than that set out in the Daily Plan), (ii) (if the Project Company is allowed to replenish the City Storage Tanks) or (iii) (Project Company is undertaking any scheduled or unscheduled maintenance activities) of Section 6.03(e) of this Agreement, the Project Company will provide prior notice to the City in accordance with the requirements of such Section 6.03(e) and the Project Company will reduce or stop, as applicable, Feedstock Water flow from the City Well Field to the Project as the Project Company deems necessary.
- 6. In the event the Project Company must curtail or shutdown the supply of Feedstock Water from the City Wellfield to the Project Company for any other reason, the Project Company will notify the City promptly and reduce or stop, as applicable, Feedstock Water flow from the City Well Field to the Project as the Project Company deems necessary.
- 7. During start up after a curtailment or shutdown of the supply of Feedstock Water to the Project in accordance with any of paragraphs 4, 5 and 6 above, the Project Company will provide to the City a flow regime for bringing Feedstock Water flows back to the level specified in the Feedstock

Water Daily Plan. Promptly after receipt of the Project Company's flow regime the City will designate the wells in the City Wellfield from which the Project Company will be entitled to draw Feedstock Water in accordance with such flow regime.

Annex W to Comprehensive Agreement

Availability Payment Rate

Contract Month	Availability Payment
1	\$2,450,219
2	2,450,219
3	2,450,219
4	2,450,219
5	2,450,219
6	2,450,219
7	2,450,219
8	2,450,219
9	2,450,219
10	2,450,219
11	2,450,219
12	2,450,219
13	2,572,730
14	2,572,730
15	2,572,730
16	2,572,730
17	2,572,730
18	2,572,730
19	2,572,730
20	2,572,730
21	2,572,730
22	2,572,730
23	2,572,730
24	2,572,730

Contract Month	Availability Payment
25	2,701,366
26	2,701,366
27	2,701,366
28	2,701,366
29	2,701,366
30	2,701,366
31	2,701,366
32	2,701,366
33	2,701,366
34	2,701,366
35	2,701,366
36	2,701,366
37	2,836,434
38	2,836,434
39	2,836,434
40	2,836,434
41	2,836,434
42	2,836,434
43	2,836,434
44	2,836,434
45	2,836,434
46	2,836,434
47	2,836,434
48	2,836,434
49	2,978,256
50	2,978,256
51	2,978,256

Contract Month	Availability Payment
52	2,978,256
53	2,978,256
54	2,978,256
55	2,978,256
56	2,978,256
57	2,978,256
58	2,978,256
59	2,978,256
60	2,978,256
61	3,127,169
62	3,127,169
63	3,127,169
64	3,127,169
65	3,127,169
66	3,127,169
67	3,127,169
68	3,127,169
69	3,127,169
70	3,127,169
71	3,127,169
72	3,127,169
73	3,205,348
74	3,205,348
75	3,205,348
76	3,205,348
77	3,205,348
78	3,205,348

Contract Month	Availability Payment
79	3,205,348
80	3,205,348
81	3,205,348
82	3,205,348
83	3,205,348
84	3,205,348
85	3,285,482
86	3,285,482
87	3,285,482
88	3,285,482
89	3,285,482
90	3,285,482
91	3,285,482
92	3,285,482
93	3,285,482
94	3,285,482
95	3,285,482
96	3,285,482
97	3,367,619
98	3,367,619
99	3,367,619
100	3,367,619
101	3,367,619
102	3,367,619
103	3,367,619
104	3,367,619
105	3,367,619

Contract Month	Availability Payment
106	3,367,619
107	3,367,619
108	3,367,619
109	3,451,809
110	3,451,809
111	3,451,809
112	3,451,809
113	3,451,809
114	3,451,809
115	3,451,809
116	3,451,809
117	3,451,809
118	3,451,809
119	3,451,809
120	3,451,809
121	3,538,105
122	3,538,105
123	3,538,105
124	3,538,105
125	3,538,105
126	3,538,105
127	3,538,105
128	3,538,105
129	3,538,105
130	3,538,105
131	3,538,105
132	3,538,105

Contract Month	Availability Payment
133	3,626,557
134	3,626,557
135	3,626,557
136	3,626,557
137	3,626,557
138	3,626,557
139	3,626,557
140	3,626,557
141	3,626,557
142	3,626,557
143	3,626,557
144	3,626,557
145	3,717,221
146	3,717,221
147	3,717,221
148	3,717,221
149	3,717,221
150	3,717,221
151	3,717,221
152	3,717,221
153	3,717,221
154	3,717,221
155	3,717,221
156	3,717,221
157	3,810,152
158	3,810,152
159	3,810,152

Contract Month	Availability Payment
160	3,810,152
161	3,810,152
162	3,810,152
163	3,810,152
164	3,810,152
165	3,810,152
166	3,810,152
167	3,810,152
168	3,810,152
169	3,905,406
170	3,905,406
171	3,905,406
172	3,905,406
173	3,905,406
174	3,905,406
175	3,905,406
176	3,905,406
177	3,905,406
178	3,905,406
179	3,905,406
180	3,905,406
181	4,003,041
182	4,003,041
183	4,003,041
184	4,003,041
185	4,003,041
186	4,003,041

Contract Month	Availability Payment
187	4,003,041
188	4,003,041
189	4,003,041
190	4,003,041
191	4,003,041
192	4,003,041
193	4,103,117
194	4,103,117
195	4,103,117
196	4,103,117
197	4,103,117
198	4,103,117
199	4,103,117
200	4,103,117
201	4,103,117
202	4,103,117
203	4,103,117
204	4,103,117
205	4,205,695
206	4,205,695
207	4,205,695
208	4,205,695
209	4,205,695
210	4,205,695
211	4,205,695
212	4,205,695
213	4,205,695

Contract Month	Availability Payment
214	4,205,695
215	4,205,695
216	4,205,695
217	4,310,837
218	4,310,837
219	4,310,837
220	4,310,837
221	4,310,837
222	4,310,837
223	4,310,837
224	4,310,837
225	4,310,837
226	4,310,837
227	4,310,837
228	4,310,837
229	4,418,608
230	4,418,608
231	4,418,608
232	4,418,608
233	4,418,608
234	4,418,608
235	4,418,608
236	4,418,608
237	4,418,608
238	4,418,608
239	4,418,608
240	4,418,608

Contract Month	Availability Payment
241	4,529,073
242	4,529,073
243	4,529,073
244	4,529,073
245	4,529,073
246	4,529,073
247	4,529,073
248	4,529,073
249	4,529,073
250	4,529,073
251	4,529,073
252	4,529,073
253	4,642,300
254	4,642,300
255	4,642,300
256	4,642,300
257	4,642,300
258	4,642,300
259	4,642,300
260	4,642,300
261	4,642,300
262	4,642,300
263	4,642,300
264	4,642,300
265	4,758,357
266	4,758,357
267	4,758,357

Contract Month	Availability Payment
268	4,758,357
269	4,758,357
270	4,758,357
271	4,758,357
272	4,758,357
273	4,758,357
274	4,758,357
275	4,758,357
276	4,758,357
277	4,877,316
278	4,877,316
279	4,877,316
280	4,877,316
281	4,877,316
282	4,877,316
283	4,877,316
284	4,877,316
285	4,877,316
286	4,877,316
287	4,877,316
288	4,877,316
289	4,999,249
290	4,999,249
291	4,999,249
292	4,999,249
293	4,999,249
294	4,999,249

Contract Month	Availability Payment
295	4,999,249
296	4,999,249
297	4,999,249
298	4,999,249
299	4,999,249
300	4,999,249
301	5,124,231
302	5,124,231
303	5,124,231
304	5,124,231
305	5,124,231
306	5,124,231
307	5,124,231
308	5,124,231
309	5,124,231
310	5,124,231
311	5,124,231
312	5,124,231
313	5,252,336
314	5,252,336
315	5,252,336
316	5,252,336
317	5,252,336
318	5,252,336
319	5,252,336
320	5,252,336
321	5,252,336

Contract Month	Availability Payment
322	5,252,336
323	5,252,336
324	5,252,336
325	5,383,645
326	5,383,645
327	5,383,645
328	5,383,645
329	5,383,645
330	5,383,645
331	5,383,645
332	5,383,645
333	5,383,645
334	5,383,645
335	5,383,645
336	5,383,645
337	5,518,236
338	5,518,236
339	5,518,236
340	5,518,236
341	5,518,236
342	5,518,236
343	5,518,236
344	5,518,236
345	5,518,236
346	5,518,236
347	5,518,236
348	5,518,236

Contract Month	Availability Payment
349	5,656,192
350	5,656,192
351	5,656,192
352	5,656,192
353	5,656,192
354	5,656,192
355	5,656,192
356	5,656,192
357	5,656,192
358	5,656,192
359	5,656,192
360	\$5,656,192