

**SECOND AMENDMENT TO COMPREHENSIVE AGREEMENT
FOR THE PROSPECT LAKE CLEAN WATER CENTER
BETWEEN THE CITY OF FORT LAUDERDALE AND
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**

THIS SECOND AMENDMENT TO THE COMPREHENSIVE AGREEMENT for the Prospect Lake Clean Water Center ("Second Amendment") dated this 19th day of March 2025 ("Effective Date"), by and among:

CITY OF FORT LAUDERDALE, a Florida municipal corporation ("CITY") with its principal, with its mailing address of 401 SE 21st Street, Fort Lauderdale, Florida 33316

and

PROSPECT LAKE WATER, L.P., in its capacity as the Project Company, whose address is c/o Ridgewood Infrastructure, 14 Philips Parkway, Montvale, New Jersey 07645-1811

and

solely in their capacity as Equity Providers and solely in respect of Section 3.3 of this Second Amendment, PROSPECT LAKE HOLDINGS, L.P., whose address is c/o Ridgewood Infrastructure, 14 Philips Parkway, Montvale, New Jersey 07645-1811 and IDE PLCWC, Inc., whose address is 5050 Avenida Encinas, Suite 250, Carlsbad, California 92008 (collectively, "Parties").

WHEREAS, the Parties entered into a Comprehensive Agreement dated February 14, 2023, for the Prospect Lake Clean Water Center, as amended by the First Amendment to the Comprehensive Agreement dated October 1, 2024 ("Agreement"); and

WHEREAS, the CITY determined it was in its best interest to transfer to the Project Company the obligations of the CITY in respect of the enabling works projects related to the wastewater and sewer connection, the permanent potable water connection and the communications connection, all as described in Annex B-1 to the Comprehensive Agreement ("Enabling Works Projects"); and

WHEREAS, the Parties wish to enter into this Second Amendment to the Agreement to transfer the obligation to complete said Enabling Works Projects from the CITY to the Project Company;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS: The foregoing recitals are true and correct in all respects and are incorporated herein by reference.

SECTION 2. DEFINITIONS: For purposes of this Second Amendment capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.

SECTION 3. AMENDMENTS:

3.1. Annex B-1 – City Infrastructure Obligations is amended to remove the following projects: (i) Wastewater/Sewer Connection; (ii) Permanent Potable Water Connection; and (iii) Communications Connections to Existing City Systems.

3.2. Annex B-2 – Project Company Obligations is amended to add the following projects: (i) Wastewater/Sewer Connection; (ii) Permanent Potable Water Connection; and (iii) Communications Connections to Existing City Systems.

3.3. Section 18.01(a) (*Amendments and Waivers*) of the Agreement is hereby amended and restated in its entirety to read as follows:

“Except as otherwise provided in Section 7.01(b)(iii) (*Contract Payment and Bond Payment*) and Section 10.04(a)(ii) (*Availability Payment Impacts; Monetary Compensation*), this Agreement may be amended only by a written instrument duly executed by the City and the Project Company or their respective successors or assigns; provided that any written instrument amending any of this Section 18.01(a), Section 11.01 (*Project Company Funding*), Sections 17.01 (*Governing Law*) to 17.05 (*Court Proceedings*), Section 18.03 (*Limitation on Third Party Beneficiaries*), Section 18.04 (*Notices and Communications*), Section 18.06 (*Findings; Entire Agreement*), Section 18.07 (*Counterparts*), Section 18.10 (*Agents and Representatives*), Section 18.14 (*Joint Preparation*) and Section 18.17 (*Recourse to Equity Providers*) of the Agreement shall also be executed by the Equity Providers or their respective successors or assigns.”


SECTION 4. NO OTHER CHANGES: (a) Except as modified by this Second Amendment, all terms, covenants, obligations, and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the Parties in every respect.

(b) Notwithstanding this Second Amendment and anything in the Agreement to the contrary, including Section 18.01(a) (*Amendments and Waivers*) thereof, the Parties acknowledge and agree that (i) the Agreement has been amended by Change Proposals duly executed by the City and the Project Company in accordance with Section 8.04(b) of the Agreement, and (ii) all such Change Proposals executed on or prior to the date hereof shall continue in full force and effect.

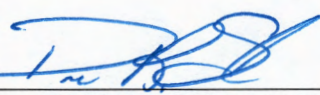
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IN WITNESS OF THE FOREGOING, we, the undersigned, duly authorized representatives have executed and delivered this Second Amendment without reservation and have read the terms contained herein to be effective as of the Second Amendment's Effective Date.

CITY OF FORT LAUDERDALE

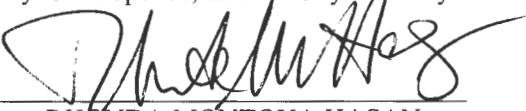
By: 
SUSAN GRANT
Acting City Manager
14th day of March, 2025

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: 
RHONDA MONTOYA HASAN
Senior Assistant City Attorney

WITNESSES:
Andrew Potter

Print Name
Signed by: Andrew Potter 1/8/2025
69A52072B21B436...

Mason Sapp
Print Name

Signed by: Mason Sapp 1/8/2025
EA773A1D4E214BC...

PROSPECT LAKE WATER, L.P., a Delaware limited partnership

Signed by: Michael Albrecht 1/7/2025
By: Michael Albrecht, President
557401F88DBD470...

Initial
MJ

ATTEST:

By: _____
Secretary

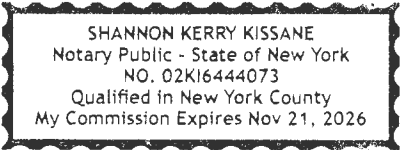
(CORPORATE SEAL)

STATE OF New York :
COUNTY OF New York :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2025, by Michael Albrecht, as President of Prospect Lake Water, L.P., a Delaware limited partnership.

Shannon K. Kissane
(Signature of Notary Public – State of New York)
Shannon K. Kissane
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification
Type of Identification Produced: _____



WITNESSES
Signed by:
Andrew Potter 1/8/2025
69A52072B21B436...
Print Name

Andrew Potter

Mason Sapp

Print Name

Signed by:
Mason Sapp 1/8/2025
EA773A1D4E214BC...

PROSPECT LAKE HOLDINGS, L.P., a Delaware limited partnership

Signed by:
Michael Albrecht 1/7/2025
557401F880BD470...
By: Michael Albrecht, President

Initial
MJ

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF New York :
COUNTY OF New York :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of January, 2025, Michael Albrecht, as President of Prospect Lake Holdings, L.P., a Delaware limited partnership.

Shannon K. Kissane
(Signature of Notary Public – State of New York)
Shannon K. Kissane
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification
Type of Identification Produced: _____

SHANNON KERRY KISSANE
Notary Public - State of New York
NO. 02KI6444073
Qualified in New York County
My Commission Expires Nov 21, 2026

WITNESSES:

Signed by: Kathleen Kilkeny/2025
CA293B314C894E6...
Kathleen Kilkeny
Print Name
DocuSigned by: Cristina Lisa 1/13/2025
A55A5908D42947B...
Cristina Lisa
Print Name

IDE PLCWC, INC., a Delaware corporation authorized to do business in the State of Florida

Signed by: 1/13/2025
By: Lihi Teuerstein, President
D005498893B14A8...

ATTEST:

By: _____
Secretary

(CORPORATE SEAL)

STATE OF New Jersey :
COUNTY OF Bergen :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of January, 2025, by Lihi Teuerstein, as President of IDE PLCWC, a Delaware corporation authorized to do business in the State of Florida.

Jeanne C Thompson
(Signature of Notary Public - State of New Jersey)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification X
Type of Identification Produced: Driver's License

JEANNE C THOMPSON
Notary Public, State of New Jersey
My Commission Expires
February 18, 2027

Annex B-1 to Comprehensive Agreement

City Infrastructure Obligations

[Attached]

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
Product Water Transmission to Fiveash Water Treatment Plant	East Site boundary as indicated by TP-05 in Annex E-1 (<i>Site Description</i>).	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	<p>The City shall complete a 48-inch Product Water transmission main (pipe) from the Tie-In Point provided by the Project Company at the City 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.</p> <p>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.</p>
Fiveash Improvements	Fiveash Water Treatment Plant	912 days from Effective Date	N/A	50 MGD	<p>The City shall complete any necessary improvements to the infrastructure at the existing Fiveash Water Treatment Plant and communications with other City 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.</p>
Florida Power & Light Power Feeds	Northwest corner of the Site boundary as indicated by TP-07 in Annex E-1 (<i>Site Description</i>).	600 days from Effective Date	13.2 kV	12.5 MVA (mega volt amperes)	<p>The City shall supply electricity to the Project.</p> <p>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.</p>

Item	Location of Tie-In Point	City's Completion Deadline	Size / Quantity	Capacity	Type/Details
Wastewater/ Sewer connection Services	Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 (<i>Site Description</i>).	912 days from Effective Date	4-inch <u>N/A</u>	50 GPM (gallons per minute) <u>N/A</u>	<p>The City shall supply wastewater and sewage services to the Project Company.</p> <p>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 (<i>Site Description</i>)) to this Agreement) and convey the sanitary waste to a discharge connection with Broward County's existing wastewater collection system.</p>
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)	<p>The City shall supply potable water to the Project Company.</p> <p>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.</p>
Permanent Potable Water Connection Supply	Northwest corner of the Site boundary as indicated by TP-04 in Annex E-1 (<i>Site Description</i>).	912 days from Effective Date	12-inch <u>N/A</u>	3500 GPM <u>N/A</u>	<p>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 the Project Company's such Tie-In Point.</p> <p>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.</p>
Communications Connections to Existing City Systems	TP-08 as indicated in Annex E-1 (<i>Site Description</i>)	912 days from Effective Date	N/A	N/A	<p>The City shall ensure an adequate supervisory control and data acquisition (SCADA) system is available for the Project Company to draw Feedstock Water from the City Wellfield in accordance with Section 6.03(g) (<i>Controls and Communications with the City Wellfield</i>) of this Agreement.</p> <p>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</p>

Item	Location of Tie-In Point	City's Completion Dendline	Size / Quantity	Capacity	Type/Details
					pull box at the Project boundary (located at TP 08 as indicated on Annex E 1 (Site Description) to this Agreement) 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) to this Agreement) and Performance Testing of the Project based on the testing parameters set out in Annex F (O&M Standards) to this Agreement.

Annex B-2 to Comprehensive Agreement

City Enabling Work

[Attached]

Item	Location of Tie-In Point	Size / Quantity	Capacity	Type/Details
Feedstock Water Main and Feedstock Water Connection at Project boundary	SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 (<i>Site Description</i>).	54 inch	Designed for 59MGD (Maximum Load = 65 MGD <i>plus</i> requests from Fiveash Water Treatment Plant)	Construction of the Feedstock Water main to enable the City 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 (<i>Feedstock Water Specifications</i>) to this Agreement and in accordance with the terms of this Agreement.
<u>Wastewater/ Sewer connection</u>	<u>Northwest corner of the Site boundary as indicated by TP-02 in Annex E-1 (<i>Site Description</i>).</u>	<u>4 inch</u>	<u>50 GPM (gallons per minute)</u>	<u>The Project Company shall complete a 4-inch sanitary sewer force main with the capacity to receive 50 GPM. The Project Company's sewer force main shall start at TP-02 (as indicated on Annex E-1 (<i>Site Description</i>) to this Agreement) and convey the sanitary waste to a discharge connection with Broward County's existing wastewater collection system.</u>
<u>Permanent Potable Water Connection</u>	<u>Northwest corner of the Site boundary as indicated by TP-04 in Annex E-1 (<i>Site Description</i>).</u>	<u>12 inch</u>	<u>3500 GPM</u>	<u>The Project Company shall complete a 12-inch potable water main connecting to the Project Company's Tie-In Point.</u>
<u>Communications Connections to Existing City Systems</u>	<u>TP-08 as indicated in Annex E-1 (<i>Site Description</i>)</u>	<u>N/A</u>	<u>N/A</u>	<u>The Project Company 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.</u>
Pre-Treatment and Booster Pumps Work	Incorporated into the Prospect Lake Clean Water Center	TBD	As required to provide the design capacity of 59 MGD up to a maximum of 65 MGD in accordance with Annex B-1	Extra Work necessary to design and construct (1) pre-treatment processes to treat the Feedstock Water from the City Wellfield to address the Revised Feedstock Water Specifications and (2) booster pumps within the Site to increase the pressure of the Feedstock Water to the levels specified in Annex G (<i>Feedstock Water Specifications</i>) to this Agreement for the Pre-Treatment and Booster Pumps Work Funding Amount (consistent with the Pre-Treatment and Booster Pumps Work Funding Amount Cap), as described in Section 8.01(a) (<i>Pre-Treatment and Booster Pumps Work</i>) of this Agreement.

Item	Location of Tie-In Point	Size / Quantity	Capacity (City Infrastructure Obligations)	Type/Details
Second Disposal Well	NW Corner of the Site as indicated by the SW TP-06 in Annex E-1 (<i>Site Description</i>).	20"	Design Basis of 11.39 MGD	DB Work necessary to design and construct a second Disposal Well as described in Annex M (<i>Design Requirements and Construction Standards</i>) to this Agreement, for the Second Disposal Well Funding Amount.
Modified Water Standards Work	Incorporated into the Prospect Lake Clean Water Center	N/A	Designed for 50 MGD Product Water	Work necessary to design and construct the Project in conformity with the values set forth in Annexes G (<i>Feedstock Water Specifications</i>) and H-2 (<i>Product Water Contract Standards</i>) to this Agreement as compared to the values initially agreed between the Parties as set forth on Annex J (<i>Baseline Water Specifications</i>) to this Agreement for the Modified Water Standards Funding Amount (consistent with the Modified Water Standards Funding Amount Cap).
OCCT Work	Incorporated into the Prospect Lake Clean Water Center	TBD	Designed for 50 MGD Product Water	Extra Work necessary to design and construct treatment processes to treat the Feedstock Water from the City Wellfield to the optimal specifications recommended by the Project Company OCCT Study as required to obtain the FDEP Construction Permit for the OCCT Work Funding Amount, as described in Section 8.01(b) (<i>OCCT Work</i>) of this Agreement.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1C

Today's Date: 3/13/25

DOCUMENT TITLE: 2nd Amendment to Comprehensive Agreement- PLCWC

COMM. MTG. DATE: 3/18/25 CAM #: 25-0141 ITEM #: _____ CAM attached: ☒ YES ☐ NO

Routing Origin: _____ Router Name/Ext: Glynis B/x5091 Action Summary attached: ☐ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: _____ Router Name/Ext: _____ # of originals routed: _____ Date to CAO: _____

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 3/13/25 Rhonda Montoya Hasan _____
Attorney's Name Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 03/13/25

4) City Manager's Office: CMO LOG #: MAR23 Document received from: CCO 3/13/25

Assigned to: SUSAN GRANT ☐ (Acting City Manager) ANTHONY FAJARDO ☐ (Assistant City Manager)
LAURA REECE ☐ (Acting Assistant City Manager) BEN ROGERS ☐ (Acting Assistant City Manager)
CHRIS COOPER ☐ (Acting Assistant City Manager)

SUSAN GRANT as Acting CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER ACM: Anthony Fajardo _____ (Initial/Date)

PER AACM: Laura Reece _____ (Initial/Date)

Ben Rogers _____ (Initial/Date)

Chris Cooper _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 3/14/25

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards _____ originals to: Daniel Fisher, PW

Attach _____ certified Reso # ☐ YES ☐ NO

Returned
3/18/25
Arrived
Rev 5/14/2024