



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 11/21/24

DOCUMENT TITLE: 1st Amendment to Comprehensive Agreement for Prospect Lake Clean Water Center with Prospect Lake Water, L.P.

COMM. MTG. DATE: 10/1/24 CAM #: 24-0956 ITEM #: M-1 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: 11/21/24 Rhonda Montoya Hasan
Attorney's Name

[Signature]
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Amber C./CMO Date: 11/22/24

4) City Manager's Office: CMO LOG #: NOV 68 Document received from: 11/22/24
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)

Chris Cooper _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 1 originals to ☐ Mayor ☒ CCO Date: 11/22/24

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

Attach _____ certified Reso # ☐ YES ☐ NO

TM# 24-0593



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-0956

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: October 1, 2024

TITLE: Motion Approving the First Amendment to the Comprehensive Agreement
for the Prospect Lake Clean Water Center – Prospect Lake Water L.P. –
(Commission Districts 1, 2, 3, and 4)

Recommendation

Staff recommends the City Commission approve the First Amendment to the Comprehensive Agreement (CA) with Prospect Lake Water L.P. (Project Company) for the Prospect Lake Clean Water Center (PLCWC) to modify Annexes B-1 and B-2.

Background

On February 7, 2023, the City Commission approved a CA with the Project Company for the design, construction, and operation of the PLCWC to replace the Charles W. Fiveash Water Treatment Plant (CAM 23-0196). Section 4.01(b) of the CA identifies City Infrastructure Obligations which references Annex B-1 of the CA (Enabling Works Projects to be performed by City) and Annex B-2 (Enabling Works Projects to be performed by the Project Company).

The Feedstock Watermain Enabling Works Project, identified in Annex B-1, includes construction of a 54-inch water main along the entrance road to the site within the construction site boundaries to provide raw water to the new plant from the wellfield. Staff has determined it is in the best interest of the City to have the Project Company perform this work. Amending Annex B-1 and B-2 of the CA as follows will enable the City to issue Change Order No. 4 (CAM 24-0856) to the Project Company.

Annex B-1 - City Infrastructure Obligations is amended to remove the following projects:

1. Feedstock Water Delivery and Feedstock Water Connection at Project Boundary

Annex B-2 - City Enabling Work is amended to add the following projects:

1. Feedstock Water Delivery and Feedstock Water Connection at Project Boundary

Resource Impact

There is no fiscal impact associated with this item.

Strategic Connections

This item is a FY 2024 *Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the Advance Fort Lauderdale 2040 Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water & Stormwater Element
- Goal 3: Develop and maintain an adequate water supply, treatment and distribution system, which meets existing and projected needs of the service area in an efficient, economical, and environmentally sensitive manner.

Related CAMs

CAM 24-0856

CAM 24-0857

CAM 24-0858

Attachments

Exhibit 1 – First Amendment to the Comprehensive Agreement

Exhibit 2 – Revised Annexes B-1 and B-2

Prepared by: Daniel Fisher, Senior Project Manager, Public Works

Department Director: Alan Dodd, PE, Public Works



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Partnership

PROSPECT LAKE WATER, L.P.

Filing Information

| | |
|-----------------------------|--------------|
| Document Number | B23000000156 |
| FEI/EIN Number | NONE |
| Date Filed | 05/11/2023 |
| State | DE |
| Status | ACTIVE |
| Last Event | LP AMENDMENT |
| Event Date Filed | 09/05/2024 |
| Event Effective Date | NONE |

Principal Address

527 Madison Ave, 18th Fl
c/o Ridgewood Infrastructure, LLC
New York, NY 10022

Changed: 04/29/2024

Mailing Address

527 Madison Ave, 18th Fl
c/o Ridgewood Infrastructure, LLC
New York, NY 10022

Changed: 04/29/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

General Partner Detail

Name & Address

PROSPECT LAKE HOLDINGS, L.P.
527 MADISON AVE, 18TH FL
C/O R1-MICHAEL ALBRECHT
NEW YORK, NY 10022

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2024 | 04/29/2024 |

Document Images

04/29/2024 -- ANNUAL REPORT

[View image in PDF format](#)

05/11/2023 -- Foreign LP

[View image in PDF format](#)

PUBLIC WORKS DEPARTMENT
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| ALAN DODD | 5806 | PAULETTE TURNER | 5139 |
| ANA ZIEGLER | 5817 | PAULINE RICKETTS | 5851 |
| | | | |
| BETTY CREWS | 5078 | RARES PETRICA | 6720 |
| BRANDY LEIGHTON | 5326 | RAYMOND NAZAIRE | 8954 |
| BRIGHTNY DORELUS | 6885 | | |
| | | | |
| CAROLYN WALTON | 6537 | SAYD HUSSAIN | 5678 |
| CHRISTEENA SUTHERLAND | 5844 | SCARLET DEL VALLE | 5580 |
| CHRISTOPHER BENNETT | 5609 | SCOTT TESCHKY | 6195 |
| CLAUDELLE HAZELL | 5651 | SEEMEE CALLIER | 4021 |
| CONNIE HAYMAN | 7150 | SHANNON BARRETT | 5789 |
| COURTNEY HARRIS | 5877 | STACEY MISCISIN | 6242 |
| CRAIG BARRETT | 5875 | STEPHANIE STRINGER | 5313 |
| CYRILL GARCIA | 5867 | STEVE PLUMMER | 5051 |
| | | SYLEJMAN UJKANI | 5963 |
| | 5055 | | |
| DANIEL FISHER | 5850 | | |
| DEBORAH CUEVA | 5087 | | |
| | | | |
| ERICK MARTINEZ | 4019 | TALAL ABI-KARAM | 5299 |
| | | TIMEKKA HORTON | 4023 |
| FELICIA FORD-POWELL | 4785 | | |
| | | VICKIE BEAUVAIS | 5848 |
| GABRIELLE BORK | 4559 | | |
| GARY FOSTER | 6233 | WILFREDO NEGRON | 3454 |
| | | WILLIAM POWER | 5675 |
| HONG XU | 6011 | | |
| | | | |
| IGOR VASSILIEV | 5862 | STORMWATER RECEPTION | 4022 |
| INGRID KINDBOM | 6178 | | |
| IVEY KEARSON | 5936 | | |
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| JASON SNIFELD | 7882 | | |
| JEAN EXAMOND | 4507 | | |
| JILL PRIZLEE | 5962 | | |
| JOLIE REED | 7928 | | |
| JOSE COLMENARES | 6998 | | |
| JUAN CARLOS SAMUEL | 6323 | | |
| | | | |
| KELLY HIGH | 7686 | | |
| KIAN MOVAFAGHI | 7818 | | |
| KRISTIN JAGGARD | 5663 | | |
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| LAMAR CASE | 6240 | | |
| LOUIS LAFAURIE | 6538 | | |
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| MARK ROADS | 5859 | | |
| MONICA SPITERY | 6134 | | |
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| NANCY GASSMAN | 5769 | | |
| | | | |
| OMAR CASTELLON | 5064 | | |

PUBLIC WORKS DEPARTMENT
TELEPHONE EXT/ENGINEERING DIV. (PREFIX 828)

| | | | |
|-----------------------|------|----------------------|------|
| ALAN DODD | 5806 | PAULETTE TURNER | 5139 |
| ANA ZIEGLER | 5817 | PAULINE RICKETTS | 5851 |
| | | | |
| BETTY CREWS | 5078 | RARES PETRICA | 6720 |
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| KRISTIN JAGGARD | 5663 | | |
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| MARK ROADS | 5859 | | |
| MONICA SPITERY | 6134 | | |
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| NANCY GASSMAN | 5769 | | |
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| OMAR CASTELLON | 5064 | | |

**FIRST 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 FIRST AMENDMENT TO THE COMPREHENSIVE AGREEMENT for the Prospect Lake Clean Water Center ("First Amendment") dated this 1st day of October 2024 ("Effective Date"), by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation ("CITY") with its principal, with its mailing address of 101 NE 3rd Avenue, Suite 143, Fort Lauderdale, Florida 33301

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 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, in their capacity as Equity Providers, (collectively, "Parties").

WHEREAS, the Parties entered into a Comprehensive Agreement dated February 14, 2023, for the Prospect Lake Clean Water Center ("Agreement"); and

WHEREAS, the CITY determined it was in its best interest to transfer the obligations of the Feedstock Water main enabling works project ("Enabling Works Project"), which includes construction of a 54-inch water main along the southwest corner of the Site boundary as indicated by TP-1 in Annex E-1 to the Agreement to provide Feedstock Water to the Project from the City Wellfield, so as to complete such Enabling Works Project in a timely manner and not delay the overall completion of the Project; and

WHEREAS, the Parties wish to enter into this First Amendment to the Agreement to transfer the obligation to complete said Enabling Works Project 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:

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

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

AMENDMENTS:

1. Annex B-1 – City Infrastructure Obligations is amended to remove the following project: (1) Feedstock Water Delivery and Feedstock Water Connection at Project Boundary.
2. Annex B-2 – Project Company Obligations is amended to add the following project: (1) Feedstock Water Delivery and Feedstock Water Connection at Project Boundary.

NO OTHER CHANGES: (a) Except as modified by this First 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 First Amendment, the Parties acknowledge and agree that Change Proposals duly executed by the City and the Project Company in accordance with Section 8.04(b) of the Agreement prior to the date hereof shall continue in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


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

CITY OF FORT LAUDERDALE

By: 
SUSAN GRANT
Acting City Manager

25th day of November, 2024

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk



Approved as to form and correctness:
Thomas J. Ansbrosio, City Attorney

By: 
RHONDA MONTÓYA HASAN
Senior Assistant City Attorney

WITNESSES:

Signed by:

Andrew Potter

69A62072B21B436...

Andrew Potter

[Witness print/type name]

Signed by:

Mason Sapp

EA773A1D4E214B6...

Mason Sapp

[Witness print/type name]

PROSPECT LAKE WATER, L.P., a
Delaware limited partnership authorized to
do business in the State of Florida

Signed by:

Michael Albrecht

557401F88DBD470...

By: Michael Albrecht, President

Initial

MJ

Attest:

By: _____
Secretary

CORPORATE SEAL

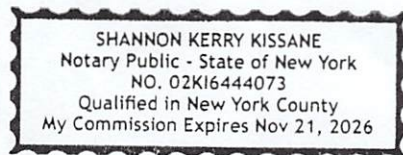
STATE OF
COUNTY OF

NY
NY

:
:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of November, 2024, by Michael Albrecht as President of Prospect Lake Water, L.P., a Delaware limited partnership authorized to do business in the State of Florida.

(SEAL)



Shannon Kissane
(Signature of Notary Public – State of New York)

Shannon Kerry 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
09A52672B21B438...
Andrew Potter
[Witness print/type name]

Signed by:
Mason Sapp
EA773A1D4E2148C...
Mason Sapp
[Witness print/type name]

PROSPECT LAKE HOLDINGS, L.P., a
Delaware limited partnership authorized to
do business in the State of Florida

Signed by:
Michael Albrecht
557401F88DBD470...
By: Michael Albrecht, President

Initial
MJ

Attest:

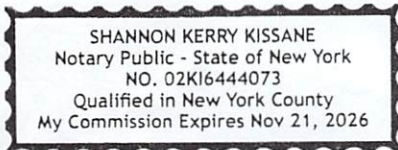
By: _____
Secretary

CORPORATE SEAL

STATE OF NY :
COUNTY OF NY :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of November, 2024, by Michael Albrecht as President of Prospect Lake Holdings, L.P., a Delaware limited partnership authorized to do business in the State of Florida.

(SEAL)



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

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

WITNESSES:

DocuSigned by:
Cristina Lisa
A55A5908D42947B...
Cristina Lisa

[Witness print/type name]

Signed by:
kathleen kilkenney
CA293B314C894E6...
kathleen kilkenney

[Witness print/type name]

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

Signed by:
[Signature]
By: D005498893B14A8...
Lihi Teuerstein, President

Attest:

By: _____
Secretary

CORPORATE SEAL

STATE OF New Jersey :
COUNTY OF Bergen :

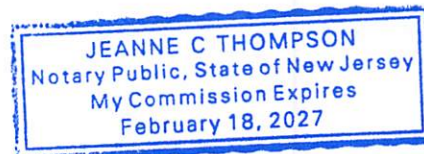
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of November, 2024, by Lihi Teuerstein, President of IDE PLCWC, Inc., a Delaware corporation authorized to do business in the State of Florida.

(SEAL)

[Signature]
(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



Annex B-1 to Comprehensive Agreement

City Infrastructure Obligations

[Attached]

Part 1

| 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 (Site Description). | 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) to this Agreement and in accordance with the terms of this 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 (Site Description). | 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 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. 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 | Fiveash Water | 912 days from | N/A | 50 MGD | The City shall complete any necessary improvements |

| 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 | 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. |
| 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</p> |

| Item | Location of Tie-In Point | City's Completion Deadline | Size / Quantity | Capacity | Type/Details |
|---|---|------------------------------|-----------------|---|--|
| | | | | | 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 (<i>Site Description</i>). | 912 days from Effective Date | 4 inch | 50 GPM (gallons per minute) | <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 | Northwest corner of the Site boundary as indicated | 912 days from Effective Date | 12 inch | 3500 GPM | <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 such Tie-In Point.</p> |

| Item | Location of Tie-In Point | City's Completion Deadline | Size / Quantity | Capacity | Type/Details |
|--|--|------------------------------|-----------------|----------|---|
| | by TP-04 in Annex E-1 (<i>Site Description</i>). | | | | 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 (<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 pull box at the Project boundary (located at TP-08 as indicated on Annex E-1 (<i>Site Description</i>) 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.</p> |
| 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- |

| Item | Location of Tie-In Point | City's Completion Deadline | Size / Quantity | Capacity | Type/Details |
|------|--------------------------|----------------------------|-----------------|----------|---|
| | | | | | 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 (<i>Commissioning Obligations</i>) to this Agreement) and Performance Testing of the Project based on the testing parameters set out in Annex F (<i>O&M Standards</i>) to this Agreement. |

CERTIFICATE OF PROSPECT LAKE WATER, L.P.

This certificate is provided to the City of Fort Lauderdale, Florida, in connection with the execution and delivery of (a) the First 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. (the "Company") and IDE PLCWC, Inc., in their capacity as equity holders (the "Amendment"), and (b) Prospect Lake Clean Water Center Project – City Initiated Changes, Change Proposal No. 5 ("Change Proposal #5").

The undersigned, Maria E. Haggerty, as in-house counsel, familiar with the Company, does hereby certify that:

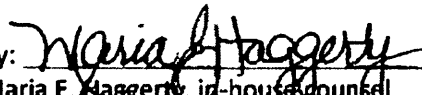
1. The following is a true and correct copy of the appointment of Michael L. Albrecht ("Mr. Albrecht"), as President for the Company as it appears in the Amended & Restated Agreement of Limited Partnership of Prospect Lake Water, L.P. dated February 13, 2023 (the "Partnership Agreement"):

10. Powers, Rights and Duties of the Partners.

(a) Except as otherwise provided in this Agreement, all decisions regarding the Partnership and its business shall be made by the General Partner. The General Partner may appoint officers (each, an "Officer") of the Partnership to control and manage the day-to-day affairs of the Partnership, and which Officers shall have the authority to exercise all of the powers and privileges granted to the General Partner by the Delaware Uniform Limited Partnership Act (the "Act"), any other law, or this Agreement, together with any powers incidental thereto, and to take any other action not prohibited under the Act or other applicable law, so far as such powers or actions are necessary or convenient or related to the conduct, promotion or attainment of the business, purposes or activities of the Partnership and not expressly prohibited under the terms of this Agreement. Initially, the sole Officer shall be Michael Albrecht, who shall serve as President. Pursuant to the foregoing, any action taken by any Officer shall constitute the act of and serve to bind the Partnership. Persons dealing with the Partnership are entitled to rely conclusively on the power and authority of the Officers as set forth in this Agreement.

2. As of the date of this Certificate, the Partnership Agreement remains in full force and effect without change or modification.

In Witness Whereof, this certificate is executed by the undersigned this 2nd day of October, 2024.

By: 
Maria E. Haggerty, in-house counsel

Annex III
New Form of Annex B-2 (*City Enabling Work*) to the Comprehensive Agreement
[Attached.]

Annex B-2 to Comprehensive Agreement

City Enabling Work

[Attached]

Part 1

| Item | Location of Tie-In Point | Size / Quantity | Capacity | Type/Details |
|---|--|------------------------|--|--|
| <u>Feedstock Water Main and Feedstock Water Connection at Project boundary</u> | <u>SW Corner of the Site boundary as indicated by TP-01 in Annex E-1 (Site Description).</u> | <u>54 inch</u> | <u>Designed for 59MGD</u> <u>(Maximum Load = 65 MGD plus requests from Fiveash Water Treatment Plant)</u> | <u>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 (Feedstock Water Specifications) to this Agreement and in accordance with the terms of this Agreement.</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 (<i>City Infrastructure Obligations</i>) | 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. |
| 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 | 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 |

| 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. |
| 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 (<i>City Infrastructure Obligations</i>) | 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. |
| 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 |

| Item | Location of Tie-In Point | Size / Quantity | Capacity | Type/Details |
|------------------|--|-----------------|-----------------------------------|--|
| | | | | 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. |