

SECOND AMENDMENT TO
LARGE USER WASTEWATER AGREEMENT
BETWEEN BROWARD COUNTY AND PARKLAND UTILITIES, INC.
FOR WASTEWATER TRANSMISSION, TREATMENT, AND DISPOSAL

This is a second amendment ("Second Amendment") to the June 14, 1988 Large User Wastewater Agreement for Wastewater Transmission, Treatment, and Disposal ("Agreement"), made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), through its Board of County Commissioners, and PARKLAND UTILITIES, INC., a corporation organized and existing under the laws of the State of Florida ("CUSTOMER") (collectively, the "Parties").

RECITALS

A. The Parties entered into the Agreement for CUSTOMER's access to and use of COUNTY's wastewater transmission, treatment, and disposal services.

B. CUSTOMER is a Large User of COUNTY Transmission Facilities and COUNTY Treatment Facilities (collectively, the "North Regional Wastewater System"), as such terms are defined in the Agreement.

C. COUNTY and CUSTOMER previously entered into an amendment to the Agreement ("First Amendment") which reduced CUSTOMER's Reserve Capacity, as defined in the Agreement, in the North Regional Wastewater System to 0.265 million gallons per day ("MGD") for wastewater transmission, treatment, and disposal.

D. CUSTOMER has determined that it is in need of up to an additional 0.1164 MGD of Reserve Capacity in COUNTY's North Regional Wastewater System for wastewater transmission, treatment, and disposal.

E. CUSTOMER desires to acquire up to an additional 0.1164 MGD of Reserve Capacity in increments as needed for its use of COUNTY's North Regional Wastewater System.

F. COUNTY has determined that it currently has sufficient excess Reserve Capacity in its North Regional Wastewater System to provide CUSTOMER up to an additional 0.1164 MGD of Reserve Capacity for wastewater transmission, treatment, and disposal.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, COUNTY and CUSTOMER agree as follows:

1. Each and every clause set forth above is a true and correct recital and representation and is incorporated herein as if set forth fully hereunder.

2. Sections 3.5 and 3.6 of Article 3, PROVISIONS PERTAINING TO CONNECTION TO THE COUNTY WASTEWATER TREATMENT SYSTEM, are hereby deleted in their entirety and replaced with the following:

3.5 CUSTOMER'S FUTURE FLOW PROJECTIONS

CUSTOMER acknowledges that it has reviewed its present needs for wastewater transmission and treatment service. CUSTOMER agrees that it shall annually review its future needs for wastewater transmission and treatment service and, with the advice and counsel of a professional engineer, project its future needs to the best of its knowledge and ability, in the format provided below. The projections listed below are CUSTOMER's future flow projections:

| Fiscal Year: Oct 1-Sept 30 | Annual Average Daily Flow (MGD) | | Maximum Month Average Daily Flow (MGD) | | Maximum Day Daily Flow (MGD) | |
|-------------------------------|------------------------------------|-----------|---|-----------|---------------------------------|-----------|
| | Transmission | Treatment | Transmission | Treatment | Transmission | Treatment |
| 2019 | 0.265 | 0.265 | 0.331 | 0.331 | 0.353 | 0.353 |
| 2020 | 0.2941 | 0.2941 | 0.368 | 0.368 | 0.391 | 0.391 |
| 2021 | 0.3232 | 0.3232 | 0.404 | 0.404 | 0.430 | 0.430 |
| 2022 | 0.3523 | 0.3523 | 0.440 | 0.440 | 0.469 | 0.469 |
| 2023 | 0.3814 | 0.3814 | 0.477 | 0.477 | 0.507 | 0.507 |
| 2025 | 0.3814 | 0.3814 | 0.477 | 0.477 | 0.507 | 0.507 |
| 2030 | 0.3814 | 0.3814 | 0.477 | 0.477 | 0.507 | 0.507 |
| 2035 | 0.3814 | 0.3814 | 0.477 | 0.477 | 0.507 | 0.507 |

These projections shall serve as a reasonable estimate of the future needs of CUSTOMER for the purpose of planning expansion, construction, modification, or alteration of said COUNTY facilities and shall be so used by COUNTY in determining plant capacity requirements attributable to CUSTOMER in COUNTY transmission, treatment, and disposal facilities. CUSTOMER agrees to furnish this projection to UTILITIES DIVISION no later than the first day of June each year. Said projections are necessary for planning purposes. COUNTY agrees that it will use the projections as a tool in determining if and when extensions and modifications to the facilities are required and economically feasible. In determining when to expand or modify its facilities, COUNTY will consider recommendations of the individual CUSTOMER and of the District Advisory Board.

3.6 RESERVE CAPACITY

COUNTY'S obligation to furnish service to CUSTOMER under this Agreement shall be limited to a Reserve Capacity of 0.265 MGD for transmission, treatment, and disposal. Subject to availability, COUNTY may make available to CUSTOMER additional Reserve Capacity in increments that, in the

aggregate, total up to 0.1164 MGD, for a total Reserve Capacity of up to 0.3814 MGD, for wastewater transmission, treatment, and disposal.

The above-stated quantities may be subject to amendment or to modification and changes therein as provided for in Article 6 of this Agreement. COUNTY shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations hereunder and to prohibit CUSTOMER or its officers, agents, or employees from flowing wastewater into COUNTY's transmission and treatment facilities which exceeds the amount of Reserve Capacity hereinabove indicated.

3. COUNTY's provision of up to an additional 0.1164 MGD of Reserve Capacity to CUSTOMER, pursuant to Section 3.6 as amended herein, is strictly conditioned upon availability of excess Reserve Capacity in the North Regional Wastewater System.

4. CUSTOMER shall notify COUNTY of its need for additional Reserve Capacity at least one (1) month in advance of CUSTOMER's anticipated use thereof.

5. CUSTOMER shall pay County for requested increments of additional Reserve Capacity at least one (1) month in advance of CUSTOMER's anticipated use thereof. Charges for requested increments of additional Reserve Capacity will be in accordance with Article 5 of the Agreement.

6. CUSTOMER'S option to purchase increments of additional Reserve Capacity up to 0.1164 MGD for wastewater transmission, treatment, and disposal expires four (4) years from the date this Second Amendment is fully executed.

7. This Second Amendment shall take effect upon execution by all Parties.

8. Except as modified herein, all terms and conditions of the Agreement as modified by the First Amendment shall remain in full force and effect. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, this Second Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ___ day of _____, 2019, and PARKLAND UTILITIES, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESS:

BROWARD COUNTY, by and through its Board of County Commissioners

Signature of Witness

By _____
Mayor

Print Name of Witness

____ day of _____, 2019.

Signature of Witness

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Print Name of Witness

Insurance requirements
approved by Broward County
Risk Management Division

By CPounall 05/13/19
Signature (Date)

By JTN 5/13/19
Jordan S. Nadel (Date)
Assistant County Attorney

Colleen Pounall Risk Analyst
Print Name and Title above

By MJK 5/14/19
Michael J. Kerr (Date)
Deputy County Attorney

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CUSTOMER

ATTEST:

Sheryl Demaling
Corporate Secretary

(SEAL)

PARKLAND UTILITIES, INC.

By [Signature]
President or Vice President

Ronald M Nunes, Pres
(Print Name & Title)

28 day of February, 2019.