

**FIRST AMENDMENT**  
**TO**  
**LARGE USER WASTEWATER AGREEMENT**  
**Between**  
**BROWARD COUNTY**  
**and**  
**PARKLAND UTILITIES, INC.**  
**For**  
**WASTEWATER TRANSMISSION, TREATMENT, AND DISPOSAL**

2. Article 3, PROVISIONS PERTAINING TO CONNECTION TO THE COUNTY WASTEWATER TREATMENT SYSTEM, Sections 3.5 and 3.6 of the Agreement are hereby deleted 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:

<b><u>Fiscal Year</u></b> <b><u>Oct1-Sept30</u></b>	<b><u>Annual</u></b>		<b><u>Maximum Month</u></b>		<b><u>Maximum Day</u></b>	
	<b><u>Average Daily</u></b>		<b><u>Average Daily Flow (MGD)</u></b>		<b><u>Daily Flow (MGD)</u></b>	
	<b><u>Flow (MGD)</u></b>					
	<b><u>Trans-</u></b>	<b><u>Treat-</u></b>	<b><u>Trans-</u></b>	<b><u>Treat-</u></b>	<b><u>Trans-</u></b>	<b><u>Treat-</u></b>
	<b><u>mission</u></b>	<b><u>ment</u></b>	<b><u>mission</u></b>	<b><u>ment</u></b>	<b><u>mission</u></b>	<b><u>ment</u></b>
2009	.250	.250	.309	.309	.335	.335
2010	.250	.250	.309	.309	.335	.335
2011	.250	.250	.309	.309	.335	.335
2012	.265	.265	.328	.328	.355	.355
2013	.265	.265	.328	.328	.355	.355
2015	.265	.265	.328	.328	.355	.355
2020	.265	.265	.328	.328	.355	.355
2025	.265	.265	.328	.328	.355	.355

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 .265 million gallons per day (MGD) for transmission, treatment, and disposal. The above-

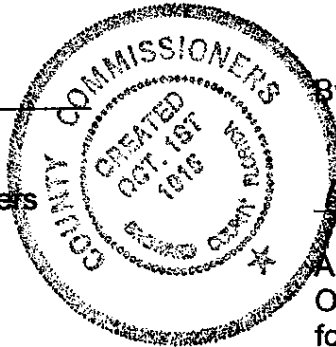
IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of November, 2009, and PARKLAND UTILITIES, INC., signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS

RHS  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida



By Steve Katz  
Mayor  
the day of November, 2009.

Approved as to form by  
Office of the County Attorney  
for Broward County, Florida  
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By Al A. DiCalvo 9/21/09  
Al A. DiCalvo (Date)  
Assistant County Attorney