

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBER OF
CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC**

The undersigned, being the Member of Charlotte County Bio-Recycling Center, LLC, a Florida Limited Liability Company (the "Company"), for the purpose of taking action without meeting and waiving all notice requirements with respect thereto, hereby consents to, adopt and approve the following resolutions:

Resignation of Officers

RESOLVED, that the resignations of Michelle Hamann and Daniel Neary as Assistant Secretaries and of Michael Schwartz as Vice President of the Company is hereby accepted effective October 26, 2018.

Appointment of Officers

RESOLVED, that the following individuals be and hereby is approved, adopted and ratified as an officer of the Company until his respective successor shall have been duly appointed and qualified:

Michael Fegan
Matthew Robertson
Elizabeth Grant

Chief Operating Officer
Chief Commercial Officer
Assistant Secretary

Enabling Resolutions

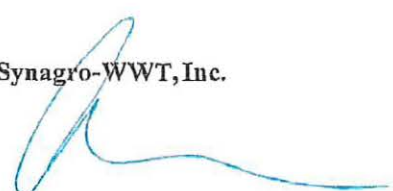
FURTHER, RESOLVED, that the officers of the Company be, and they hereby are, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable in connection with effectuating the above resolutions; and

FURTHER, RESOLVED, that the actions of the officers of the Company previously taken in connection the above resolutions be, and they hereby are, in all respects authorized, ratified and confirmed as the acts and deeds of the Company.

FURTHER, RESOLVED, that the officers of the Company be, and hereby are, authorized to take, or cause to be taken any and all actions which they may deem necessary or desirable in connection with binding the Company.

IN WITNESS WHEREOF, the undersigned Member has executed this Unanimous Written Consent effective as of October 20, 2018.

Synagro-WWT, Inc.



Al Slepian, Secretary



October 1, 2012

Robin Sofa, Project Coordinator
Englewood Water District
201 Selma Avenue
Englewood, FL 34223

RE: Biosolids Management Contract

Dear Ms. Sofa:

Enclosed please find one (1) signed original set of documents including the Biosolids Management Contract, Certificate of Insurance, and IRS Form W-9.

Should you have questions or need additional information regarding this Contract, please feel free to contact me at (713) 369-1759 or sgregory@synagro.com. We thank you for this opportunity and look forward to working with the Englewood Water District on this project.

Sincerely,

CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC

A handwritten signature in cursive script that reads "Sue A. Gregory". The signature is written in dark ink and is positioned above the typed name and title.

Sue A. Gregory
Legal Manager - Contracts

Enclosures

1800 Bering Drive, Suite 1000
Houston, TX 77057

800-370-0085
www.synagro.com

FINAL VERSION

BIOSOLIDS MANAGEMENT CONTRACT

This Contract made and entered into as of this 21 day of Sept, 2012 by and between Charlotte County Bio-Recycling Center, LLC, a limited liability company organized and existing under the laws of the State of Florida ("Contractor"), with its principal operations located at 29751 Zemel Road, Punta Gorda, FL 33951, and Englewood Water District ("Customer"), with its principal business address at 201 Selma Avenue, Englewood, FL 34223.

WITNESSETH:

WHEREAS, Contractor is engaged in the business of transporting, managing, recycling by way of composting and marketing of compost from municipal biosolids; and

WHEREAS, Contractor has signed a long term lease with Charlotte County, Florida for a site located in Charlotte County at which Contractor will own and have the legal authority to operate a Biosolids Treatment Facility, which facility will produce Class AA Compost (the "compost facility") and

WHEREAS, Contractor has secured or will secure all necessary permits from the Florida Department of Environmental Protection ("FLDEP") and local agencies to allow Contractor to perform composting of biosolids, organic wastes and bulking agents at the compost facility; and

WHEREAS, Contractor anticipates such compost facility to be fully constructed, permitted and operational by the end of 2012, contingent on final receipt of permits and financing for the compost facility; and

WHEREAS, Customer produces nonhazardous biosolids at a water reclamation facility ("WRF") which it operates at the Englewood Water District Wastewater Treatment Plant, 140 Telman Road, Placida, FL 33947 and

WHEREAS, Customer desires to recycle the biosolids produced at its wastewater treatment facilities by composting and to utilize the services of Contractor for the management and beneficial use of the biosolids generated at the WRF at Contractor's new compost facility; and

WHEREAS, Contractor desires to make available to Customer its services for the management and use of biosolids and Contractor is available to otherwise manage such biosolids prior to and in anticipation of the compost facility start-up date;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter set forth, and for other good and sufficient consideration given, the receipt of all of which is hereby acknowledged, the parties hereto agree as follows:

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ARTICLE I - DEFINITIONS As used herein:

- a) "Affiliate" shall mean any Person which, directly or indirectly, owns or controls, or is under common ownership or control with, or is owned or controlled by, such Person.
- b) "Biosolids" shall mean biosolids which substantially conform to general industry standards for wastewater treatment biosolids and meets the requirements set forth in APPENDIX I.
- c) "Class AA Compost" means compost produced at the Contractor Facility which shall meet Class AA biosolids standards as set forth in 62-640.200(10) F.A.C.
- d) "Contract" (or "Agreement") shall mean this agreement, and each and every Exhibit, Appendix and Schedule attached hereto, and by this reference made part of this Contract, all as amended from time to time.
- e) "Contract Price(s)" shall mean any one or, collectively, all the prices paid by the Customer to Contractor for transportation and/or Processing of WRF Biosolids as described in ARTICLE III.
- f) "Contract Term" shall mean the term of this Contract including any extensions as provided for in ARTICLE VIII hereunder.
- g) "Contractor Facility" shall mean the composting facility operated by or under the control of Contractor in Charlotte County, FL.
- h) "Customer" shall mean the entity identified in the first paragraph of this Contract and its successors and assigns.
- i) "Customer Facility" shall mean the facility that generates the biosolids located at the WRF.
- j) "Customer Biosolids" shall mean the entire quantities of Biosolids, as defined herein, generated by the Customer's Facility that is estimated to be a minimum of 2,000 wet tons per year of WRF Biosolids and contain a minimum of 15% solids.
- k) "Effective Date" shall be October 1, 2012.
- l) "Non-conforming WRF Biosolids" shall mean any biosolids generated at the WRF which fails to conform for the specifications set forth in Appendix I.
- m) "Person" shall mean any partnership, including a limited partnership, corporation, governmental authority, trust and legal entity, as well as a natural person.

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- n) "Processing" or "Process" shall mean services performed by Contractor for the Customer, which shall include recycling by way of composting, beneficial reuse, disposal and/or final disposition of Customer Biosolids and which may include transportation.

ARTICLE II - GENERAL

1. Customer shall exclusively utilize Contractor for the Processing of the Customer Biosolids. Contractor shall have the exclusive right to all of the Customer Biosolids generated by the Customer during the term of the Contract.

2. Except where expressly set forth to the contrary herein, Contractor shall accept, for Processing at the Contractor Facility, all of the Customer's Biosolids unless:

- a) Customer provides biosolids that are not of a type with respect to which Contractor is legally authorized, by regulatory agencies, to Process; or
- b) Customer provides Non-Conforming WRF Biosolids.

3. Contractor shall compost Customer Biosolids at the Contractor Facility using the open windrow composting method. The Contractor Facility shall be partially covered but not walled. Contractor shall produce Class AA Compost and shall market such Class AA Compost produced under this Agreement. Contractor shall compost the Customer Biosolids with bulking agents. No compost shall be removed from the Contractor Facility for marketing until it meets the standards for Class AA Compost and any other standards required by applicable law. The Contractor shall be responsible to legally dispose of any compost produced at Contractor's Facility which cannot be marketed, at Contractor's expense. Contractor shall not store on the site of the Contractor's Facility, biosolids or compost in excess of the quantity or for longer than the period of time set forth in any and all applicable permits and regulations.

4. At Customer's request, Customer may receive up to 80 tons per year of Class AA Compost produced under this Agreement, F. O. B. the Contractor Facility, at no cost to Customer for the Class AA Compost. Customer may arrange with Contractor, from time to time, or via a regular schedule as may be mutually agreed, for Contractor to load Customer vehicles with such Class AA Compost at the Contractor Facility. Customer shall bear all risk of loss and all other liabilities pertaining to such Class AA Compost once it is loaded into Customer vehicles.

ARTICLE III - CONTRACT PRICE AND PRICE ADJUSTMENTS

1. The "Contract Price" shall be comprised of three elements: The Processing Price, the Fuel Usage Charge and the Transportation Price. The "Processing Price" of Customer WRF Biosolids shall be \$33.77 per wet ton. This price shall be adjusted annually beginning one year after the Effective Date. The Processing Price of Customer WRF Biosolids shall be adjusted by the change in CPI Index ID # CUUR0300SA0LE - All Urban Consumers - South Region - United States - All Items Less Energy, using the most recently available index value at the time of the calculation

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and the value one year prior. No new Processing Price calculated under this section shall ever be lower than the initial Processing Price for Processing of Customer WRF Biosolids.

2. The "Fuel Usage Charge" is a pass-through expense that is equitably shared among all customers of the Contractor Facility. The initial Fuel Usage Charge shall be \$5.00 per wet ton.

At the end of each calendar year, a Fuel Factor will be calculated. The "Fuel Factor" shall be a calculation reached by dividing the total fuel costs (in dollars) at the Contractor Facility during the year by the number of wet tons processed at the Contractor Facility during that same period. Actual Customer fuel usage will be calculated by multiplying the wet tons of Customer Biosolids processed during the year by the Fuel Factor to derive the Customer's pro-rata share of the total fuel usage at the Contractor Facility. The Contractor shall submit to Customer a statement summarizing the total fuel usage for the facility for that year, the Customer's share of that actual fuel usage, and the amount of the resulting balance due or overpayment. The amount of any overpayment shall be credited to the Customer. If a balance is due to Contractor, Customer will pay within thirty (30) days of date of notice.

The calculated Fuel Factor will become the new Fuel Usage Charge for the subsequent year.

3. The "Transportation Price" for transporting of Customer WRF Biosolids shall be \$12.00 per wet ton. This price shall be adjusted annually beginning one year after the Effective Date, in the same manner as the Processing Price for Processing of Customer WRF Biosolids in section III (1), above.

4. Transportation Price Surcharge -- The Transportation Price set in Section 3 of this Article is based on a base fuel cost of \$4.00/gallon of diesel fuel utilized by Contractor's haul vehicles. When actual fuel cost, based on the Department of Energy's Energy Information Administration's monthly publication of Lower Atlantic (PADD 1C) No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon) (see: http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_r1z_m.htm) increases by more than five percent (5%), a Fuel Surcharge shall be added to the Transportation Price to recover costs beyond the control of Contractor. In order to fairly calculate the appropriate Fuel Surcharge, project specific information is utilized as follows:

- Round-Trip Mileage (Customer Load-out to CCBRC weigh scale) = 80 miles;
- Haul Vehicle Fuel Efficiency (average miles per gallon) = 4 miles per gallon; and
- Haul Vehicle Minimum Biosolids Tonnage = 22 tons per load.

With the above project specific information, the project specific multiplier for this Fuel Surcharge is set at 0.91 and represents \$/wet ton biosolids hauled. This value will be multiplied by the difference between actual fuel costs >\$4.20/gallon and the base fuel cost of \$4.00/gallon to achieve the \$/wet ton biosolids Fuel Surcharge for a given monthly invoice.

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The Biosolids Transportation Fuel Surcharge will be calculated as follows:

Monthly Biosolids Transportation Fuel Surcharge (\$/wet ton biosolids hauled) = $(0.91 \times (\text{Actual Fuel Cost} - \$4.00))$

By way of example only:

- . Base Fuel Cost is \$4.00 per gallon
- . Assume new published monthly average fuel price is \$4.28
- . New Contract Price for transporting of Customer WRF Biosolids is:

$$\$12/\text{ton} + [0.91 * (\$4.28/\text{gallon} - \$4/\text{gallon})] = \$12.2548/\text{ton}$$

5. The prices for transportation and Processing of Non-conforming Biosolids, if Contractor decides in its sole discretion to offer to transport and Process such Non-conforming Biosolids, shall be negotiated by the parties on each occasion of transportation and Processing. In the event Contractor and Customer are unable to agree to a price for transportation and Processing of Non-conforming Biosolids, then Customer agrees to pay Contractor's demonstrated additional costs for transportation and Processing of Non-conforming Biosolids including overhead, and a 15% mark-up.

6. In the event that the costs incurred by Contractor to transport and process Biosolids increase significantly, in the opinion of the Contractor, in any manner for any reason including, but not limited to, changes, made effective after the Contract Date, or changes in the interpretation, made effective after the Contract Date, of any federal, state or local laws, regulations, ordinances, rules or orders, or if the characteristics of the Biosolids provided by Customer do not fall within the limits established in Appendix I, and the cost to transport or Process Biosolids increases significantly, Contractor shall have the right to adjust the then-current Contract Price upon sixty (60) days prior written notice to Customer. In the event that the Customer does not agree to the adjusted price, within sixty (60) days after receipt of said notice, either party may terminate this Contract; provided, however, that no such termination shall in any manner relieve Customer of its obligation to pay any outstanding amounts then due and owing or which become due and owing hereunder.

ARTICLE IV - DELIVERY OF SLUDGE

1. At least 45 days prior to Contractor receipt of Customer Biosolids for Processing, Customer agrees to sign a summary form of this agreement that will provide the following information:

- a) identification of the source facility (WRF),
- b) the quality of the biosolids to be accepted (analytical data per Appendix I),

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- c) the quantity of the biosolids to be accepted,
- d) Contractor's statement as to the availability of sufficient permitted capacity to receive the residuals from the identified source facility and indicating that Contractor will continue to operate in compliance with the requirements of its permit, and
- e) language addressing responsibility during transport of Biosolids between the facilities.

The summary shall be submitted to the FLDEP by the Contractor in order to obtain FLDEP approval for Contractor to accept Customer Biosolids.

2. a) If Contractor shall provide transportation, Contractor shall receive, for purposes of transporting the Biosolids for Processing, the WRF Biosolids at the Customer's WRF. The Customer agrees to provide Contractor with access to the Customer's Facility twenty-four hours per day Monday through Saturday, to carry out the purposes of this Contract. Contractor shall insure such Biosolids for risks associated with loss in transportation from the point of Contractor's receipt at Customer's Facility.

b) If Customer shall provide its own transportation then Customer shall notify Contractor not less than ninety (90) days in advance of Customer starting its own transportation services. In such 90 day period this Agreement shall be amended to reflect that Customer shall provide its own transportation and any applicable terms shall be set forth. In such event, the Transportation Price set forth in Section 3 of Article III shall not be applicable. If Customer again desires Contractor to provide transportation, Customer shall provide a minimum of ninety (90) days notice to Contractor and the price for such transportation shall be negotiated between the parties.

3. If Contractor provides transportation, the following terms shall apply:

- a) The carriers employed by or contracted for by Contractor shall be properly licensed and insured, as hereinafter provided, and otherwise fully qualified to perform required services at all times. All vehicle trailers shall be tarped to minimize odor emissions travelling both to and from the Contractor Facility. Vehicles shall not make unnecessary stops while in transit in locations where odors could affect a member of the public. Routes taken by carriers shall be accordance with applicable law. Contractor shall submit the routes planned to Customer before initiation of transportation services. Routes may be changed temporarily, without notice, in response to weather or road conditions.
- b) Contractor shall report to Customer all accidents involving vehicles transporting Customer Sludge, regardless of whether the accident involved any spill of Sludge from a trailer.
- c) Contractor shall have in place, at the commencement of the Agreement, an accident and emergency spill plan describing notification, cleanup, remediation and reporting actions

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to be taken in the event of an accident or in the event that any leakage or spill of Customer Sludge occurs during transit to the Contractor Facility. Contractor shall cause cleanup to be completed in accordance with the operative accident and spill plan in effect.

ARTICLE V – OWNERSHIP AND REJECTION OF SLUDGE

1. If Contractor is providing transportation services, Contractor shall take ownership of Customer Biosolids at such time that it has been loaded into Contractor's transportation vehicles, in accordance with this Agreement, by Customer. If Contractor is not providing transportation services, Contractor shall not have ownership of Customer Biosolids until such time as the Customer Biosolids is commingled with other biosolids or other materials. Contractor shall therefore have the right to reject any Non-conforming Biosolids prior to taking ownership of the Customer Biosolids, provided that Contractor notifies Customer by telephone or in writing of such rejections for non-conformance promptly upon Contractor's discovery thereof, but in any event before the commingling of such Non-conforming Biosolids with other materials. Contractor shall in no event take ownership of any hazardous materials or hazardous wastes, as defined by federal, state or local law, which are contained in any biosolids generated by Customer.

2. Any such notice of rejection not given initially in writing shall be promptly confirmed in writing to Customer. Contractor shall provide Customer with the documentation used to determine if the Biosolids is Non-conforming Biosolids and Customer shall have the right to retest the Biosolids.

3. Insofar as Contractor incurs additional costs for management of Non-conforming Biosolids, including, but not limited to, costs associated with transport of such Non-conforming Biosolids from the Contractor Facility for alternative processing and/or disposal, such costs shall be invoiced to the Customer separately from any invoice submitted for provision of Processing of the Customer Biosolids at the Contractor Facility.

4. In the event that the Contractor has wrongfully refused to accept Customer Biosolids from the Customer, the Customer will not be required to pay additional charges relating to Non-conforming Biosolids. Disputes regarding additional charges for Non-conforming Biosolids shall be resolved as specified in Article XV.

ARTICLE VI - CONTRACT PAYMENTS

The Contractor shall bill the Customer for transportation and Processing on a monthly basis, and the Customer will pay in accordance with ARTICLE VII. The total amount of payment due to Contractor shall be determined by multiplying the applicable Contract Price, including any adjustments under ARTICLE III, times (i) the number of tons of cake WRF Biosolids received by Contractor during the prior calendar month as determined by the certified scale at the Contractor Facility, or, if material is not taken to such facility, by certified scales located at or near a disposal site.

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ARTICLE VII - TERMS OF PAYMENT

1. Within ten (10) business days after the end of each calendar month, Contractor shall submit to Customer an invoice setting forth the amounts due under ARTICLE VI and shall specify in said invoice such additional information with respect to the computation of said amount.

2. Customer shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within forty (40) days after the date of said invoice shall bear interest at the rate of one and one-half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice.

3. Contractor shall keep and maintain proper records and books of account showing all data necessary for the computation of the amounts set forth in ARTICLE VI during the term of the Contract and for eighteen (18) months after the termination of the Contract or such longer time as may be required by Contractor's permit. Proper records shall include standard industry manifest data such as date of transport, load weights, pick-up location, drop off location and driver's name.

ARTICLE VIII - CONTRACT TERM

The Contract Term shall be for a period of twenty (20) years and from the Effective Date, unless previously terminated pursuant to ARTICLE XIII; provided, however, that the Contract Term shall be extended for two (2) additional five (5) year terms, unless terminated by either party by written notice given at least one hundred eighty (180) days prior to the expiration of the initial term or any additional contract extension periods.

ARTICLE IX - INTERRUPTION OF PROCESSING SERVICE

1. It is acknowledged and agreed that the compost facility may from time to time be unable to accept Customer's WRF Biosolids for Processing due to equipment down time or other operational considerations which may not be Force Majeure events. In the event of any such interruption, Contractor shall:

- a) continue management of Biosolids from the Customer's Facility;
- b) work to restore Processing service at the Contractor Facility; and
- c) transport, or arrange for Customer to transport, Biosolids to alternative permitted disposal facilities at no additional cost to Customer.

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ARTICLE X -- INDEMNIFICATION

1. Contractor shall defend, indemnify and hold harmless Customer, its directors, officers and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), which arise solely out of Contractor's failure to comply with its obligations under this Contract, or which arise solely out of the transportation of Biosolids after its receipt by Contractor as described in ARTICLE IV, or which arise solely out of the Contractor's Processing of Biosolids which Contractor has taken ownership of, except to the extent caused by Customer's failure to comply with any of its obligations under this Contract, and/or the negligent or intentional act or omission of Customer. If any such suits, actions or proceedings are threatened or commenced, Customer shall promptly notify Contractor in writing.

2. To the extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its partners, directors, officers, employees and agents from and against any and all claims, suits, actions, proceedings, liabilities, losses, damages, fines, penalties and expense of every character whatsoever (including, but not limited to, liability for pollution, environmental or natural resource damage or restoration, nuisance, bodily injury, sickness and/or disease, including death, and loss of or damage to property), to the extent they arise out of: (i) Customer's failure to comply with any of its obligations under this Contract, (ii) Customer's delivery of Non-conforming Biosolids to Contractor, and (iii) any other negligent act or omission or willful misconduct by Customer; provided, however, that if any such suits, actions or proceedings are commenced, Contractor shall promptly notify Customer in writing.

ARTICLE XI - PHYSICAL DAMAGE RESPONSIBILITY; INSURANCE

1. Each party shall hold harmless, and shall not assert any claim against, the other party for loss or destruction of, or physical damage to, all vehicles, equipment, and containers and other property (real or personal) owned or leased by such party or any subcontractor of such party, and all personal property of employees of such party or of any subcontractor of such party, unless such loss or damage was caused solely by the negligent or intentional act or omission of such other party or any of its employees, contractors or agents.

2.

- a) Workers Compensation: Contractor shall provide workers compensation insurance for all its employees providing services under this Contract in accordance with applicable law.
- b) General Liability: Contractor shall provide commercial general liability insurance to cover the liabilities of Contractor arising out of the Processing with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate

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and two million dollars (\$2,000,000) general aggregate. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior written notice to Contractor and Customer, or ten (10) days in the event that such coverage is cancelled for non-payment. Contractor shall provide evidence of said insurance, in the form of an insurance certificate, within thirty (30) days from the date hereof. Said certificate shall name Customer as an additional insured.

- c) **Vehicles:** Contractor shall provide general liability and property damage insurance to cover the liabilities of Contractor arising out of the use of vehicles in connection with the treatment and disposal of Biosolids with a combined single limit of one million dollars (\$1,000,000), with an umbrella policy of five million dollars (\$5,000,000). Such insurance shall provide that coverage shall not be canceled by the insurance carrier without thirty (30) days prior written notice to Contractor and Customer, or ten (10) days in the event that such coverage is cancelled for non-payment.

ARTICLE XII - FORCE MAJEURE

Neither party shall be liable to the other party for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, except any strikes involving a party's personnel (if such party attempts to claim force majeure protection), orders or judgments of any Federal, State or local court, administrative agency or governmental body, accidents and Acts of God, earthquakes, tropical storms, hurricanes and tornadoes (but excluding other reasonably anticipated weather conditions normal for the South Region of the U.S.); provided, however, that whenever the provisions of this Article are believed to apply, the party relying thereon shall give prompt written notice to the other party of the circumstances, the basis for applicability of this Article and the time required to cure such breach or delay and Contractor and Customer shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances. This clause may not be used to avoid or delay any payments due to either party.

ARTICLE XIII - TERMINATION: REMEDIES

1. In the event a party has failed to perform any of its material obligations hereunder, the non-defaulting party may terminate this Contract upon thirty (30) days written notice to the other party of its intention to terminate stating the reasons therefore. If the defaulting party fails to cure the nonperformance within ten (10) days after the receipt of such notice, this Contract may be terminated. This Contract may also be terminated under the circumstances described in ARTICLE III, Section 4.

2. Notwithstanding any provision herein to the contrary, Contractor may terminate this Contract upon written notice to Customer under the circumstances described below:

- (i) the Customer fails to make payment within 90 days of any invoice date;

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- (ii) there is a change in applicable federal, state or local laws, regulations, ordinances, rules or orders which materially affects or prohibits Contractor from performing its obligations hereunder to provide Processing;
- (iii) Contractor determines that Processing the Customer's Biosolids will cause physical damage to the operation of Contractor's Facility, will cause Contractor's Facility to be in violation of its federal, state or local permits, or will produce or cause to be produced a process byproduct that is classified as hazardous material under federal, state or local laws and regulations;
- (iv) Contractor's lease with Charlotte County, Florida is terminated for any reason.

In the event of a payment default by the Customer under 2(i) above, termination of the Contract shall take effect ten (10) days after Contractor notifies the Customer in writing of its intention to terminate the Contract unless the Customer pays all monies due Contractor or makes other payment arrangements acceptable to Contractor before the end of the ten day notice period. In the event of Customer default, as liquidated damages, Customer shall be liable for the guaranteed minimum payment due to Contractor for the year in which the default occurred.

3. Except as otherwise set forth herein, each of the parties hereto shall be entitled to prove any and all remedies at law and in equity which may be available to such party upon termination of this Agreement.

ARTICLE XIV - REPRESENTATIONS

1. Contractor hereby represents and warrants the following statements are presently true and accurate:

- a) Contractor is a limited liability company, duly authorized and validly existing under the laws of the State of Florida, has all requisite power and authority to carry on business as now conducted, to own or hold properties and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is qualified to do business and is in good standing in all jurisdictions where the nature of its business requires such qualifications. Further, Contractor shall within thirty (30) days of execution of this Contract provide Customer with documentation as shown in Appendix II, stating that the signatory(s) for the Contractor has the power to enter into a long-term contract which is binding, valid and enforceable against the Contractor.
- b) Contractor is familiar with all applicable federal, state and local statutes, laws and regulations, codes and ordinances, relating to the Processing contemplated hereunder and will comply in all material respects with all applicable laws and regulations thereto.
- c) This Contract, and each Appendix, Exhibit or Schedule attached hereto, to which Contractor is or will be a party has been or will be duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, Contractor, and

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neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (i) requires the approval and consent of any governmental authority or any other Person or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Contractor or to the best of Contractor's knowledge, any general or limited partner of Contractor.

- d) Upon the execution of this Contract the same will be a legal and binding obligation enforceable against the Contractor in accordance with its terms.

2. Customer hereby represents and warrants the following statements are presently true and accurate:

- a) Customer, an Independent Special District of the State of Florida, duly organized, validly existing and in good standing under the laws of the State of Florida has all the requisite power and authority to enter into and perform its obligations under the terms of this Contract. Further, Customer shall within thirty (30) days of execution of this Contract provide Contractor with documentation as shown in Appendix II, stating that the signatory(s) for the Customer has the power to enter into a long-term contract which is binding, valid and enforceable against the Customer.
- b) This Contract, and each Exhibit, Appendix or Schedule attached hereto, to which Customer is or will be a party has been or will be duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, Customer, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof: (i) requires the approval and consent of any other governmental authority(s) or another Person, except such as have been duly obtained, or (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Customer.
- c) Upon the execution of this Contract the same will be a legal and binding obligation enforceable against the Customer in accordance with its terms.

ARTICLE XV - SURVIVAL OF OBLIGATIONS; ARBITRATION; THIRD PARTY LIABILITY; ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW:

1. Notwithstanding the expiration or sooner termination of this Contract, any duty or obligation which has been incurred and which has not been fully observed, performed and/or discharged, and any right, conditional or unconditional, which has been created and has not been fully enjoyed, enforced and/or satisfied, shall survive such expiration or termination until such duty or obligation has been fully observed, performed and/or discharged and such right has been fully enjoyed, enforced and/or satisfied; and without limiting the general provisions hereof, it is specifically agreed that the indemnification provisions of ARTICLE X and ARTICLE XI shall survive the expiration or sooner termination of this Contract.

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2. This Contract constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and verbal, between the parties with respect to the subject matter hereof.

3. This Contract shall be binding upon and inure to the benefit of the parties thereto and their successors and assigns. The Contract may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except that Contractor may assign performance and/or collection to an Affiliate of Contractor without the consent of Customer.

4. This Contract may not be amended, altered or modified except in writing signed by the parties hereto. No waiver by either party of any breach by the other party of any provisions of this Contract shall be construed as a waiver of any subsequent breach, whether of the same or of any different provision of this Contract. No course of conduct or series of dealings shall constitute a waiver hereunder.

5. This Contract shall be governed by and construed under the laws of the State of Florida and venue shall be in Charlotte County Florida.

6. The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Contract promptly by negotiations. During any dispute resolution proceeding, services and payments shall continue by the parties. If such negotiations are not successful in resolving a dispute or claim, a meeting shall be held between representatives of the Parties with at least a title of Vice President to attempt to reach resolution.

7. Contractor may assign performance and/or collection to an Affiliate of Contractor. Neither this Contract nor any Subcontract will create any contractual relationship between the Subcontractor and the Customer or the WRF, nor any liability of the WRF, or Customer to any subcontractor.

8. In the event that written notice must or may be given hereunder, such notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Contractor, to: Charlotte County Bio-Recycling Center, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Regional V.P. -- Facilities Division

With Copy to: Synagro Technologies, Inc.
1800 Bering Drive Suite 1000
Houston, TX 77057
Attn: General Counsel

FINAL VERSION

If to Customer, to: Englewood Water District
201 Selma Avenue
Englewood, Florida, 34223
ATTN: Administrator, Mike Ray

Notice shall be sent to the above referenced persons unless the parties are otherwise notified in writing of a change in the name or address of the person to be notified.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized officers or representatives executed this Contract all on the day and year first above written.

Charlotte County Bio-Recycling Center, LLC

By: *Pamela K. Ray*
Title: VP-Sales & Development
Date: 09/21/12

Witness: *Shelley Gregory*
Title: Legal Manager
Date: 09/21/12

Englewood Water District

By: *Tami Mearns*
Title: Chairman
Date: 9/6/12

Witness: *Jessica Y. Huggins*
Title: Secretary to the Board
Date: 9/6/12

FINAL VERSION

APPENDIX I

This Appendix contains information concerning the characteristics of Customer's WRF Biosolids, testing procedures, method of delivery and method of measurement. Except as specifically provided in 62-160.300, F.A.C., any laboratory test shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.

A. The Customer shall provide Biosolids with the following characteristics:

- 1) Primary and/or waste activated solids from municipal wastewater treatment facilities; biosolids may be further treated through anaerobic or aerobic digestion.
- 2) Biosolids meet the parameter concentrations as detailed in Rule 62-640.700(5)(a) and (b).
- 3) Dry solids content minimum of 15%.
- 4) Must be nonhazardous per EPA Regulations (40 CFR Part 261.24 or successor provisions).

Testing for the above parameters shall be by Contractor and Customer on a split sample, unless Customer accepts Contractor results. Results shall be sent directly to Contractor.

B. The Customer shall provide Contractor with the following information; such information shall be provided on the schedule dictated by 62-640.650 F.A.C., or more frequently as the Customer may determine. The Customer may request Contractor to perform sample collection and analysis for an agreed upon fee.

Parameter (reported on a dry weight basis):

- | | |
|------------------|---------------------------------|
| . Total arsenic | . Total molybdenum |
| . Total selenium | . Total Kjeldahl nitrogen (TKN) |
| . Total cadmium | . Ammonia nitrogen |
| . Total copper | . Total phosphorous |
| . Total lead | . Total Potassium |
| . Total nickel | . Solids concentration |
| . Total mercury | . pH (standard units) |
| . Total zinc | |

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- C. The Customer shall provide Contractor with the following information. Results shall be sent directly to Contractor. The Customer may request Contractor to perform sample collection and analysis for an agreed upon fee.

1) Testing

a) Toxicity Characteristic Leachate Procedure (TCLP) Analysis

(i) TCLP Constituents - Volatile Organic Components

Volatiles

Benzene
Carbon Tetrachloride
Chlorobenzene
Chloroform
1,4 Dichlorobenzene
1,2 Dichloroethane
1,1 Dichloroethylene
Methylethyl Ketone
Tetrachloroethylene
Trichloroethylene
Vinyl Chloride

(ii) TCLP Constituents - Inorganic Components

Inorganics

Arsenic
Barium
Cadmium
Chromium
Lead
Mercury
Selenium
Silver

(iii) TCLP Constituents - Semi-Volatile Organic Components

Semi-Volatiles

Chlordane
Total (Cresol)
o-Cresol
m-Cresol
p-Cresol

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2,4 D
2,4 Dinitrotoluene
Endrin
Heptachlor & Its Epoxide
Hexachlorobenzene
Hexachloro-1,3 butadiene
Hexachloroethane
Lindane
Methoxychlor
Nitrobenzene
Pentachlorophenol
Pyridine
Toxaphene
2,4,5 Trichlorophenol
2,4,6 Trichlorophenol
2,4,5-TP (Silvex)

b) Additional testing:

Paint Filter

D. Method of Delivery:

The Customer shall load the Biosolids into the containers provided by Contractor at the Customer's Facility (containers as used in this Appendix I shall include, but not necessarily be limited to end dump-trailers, roll-off containers, and dump-trucks). The Customer will coordinate with Contractor, at the end of each week, to schedule a pick-up of the Biosolids for the following week.

Cake Biosolids

Biosolids cake will be loaded into the Biosolids container(s) by the Customer to a minimum 22 wet tons of biosolids. Customer will be responsible for any problems due to overloading of containers. After being notified by the Customer, Contractor will dispatch an appropriate vehicle to the Customer's location, connect or load the filled container onto the vehicle dispatched and transport to a Contractor disposal site. Contractor shall replace the full container with an empty container unless otherwise agreed to by the Customer. Customer has the right to refuse containers that are not completely empty.

E. Demurrage:

If Contractor is not supplying empty containers as provided for in the preceding paragraph, then containers shall be loaded by Customer within one (1) hour of arrival of container at Customer's

FINAL VERSION

site. Demurrage will be applicable to live loading situations only and will be assessed after the one (1) hour combined time. The demurrage charge is \$75.00 per half hour, or any part thereof, over the standard one (1) hour loading and unloading time combined. Demurrage is subject to Annual CPI Adjustment. Loading begins once driver has checked into facility sign in log.

F. Method of Measurement:

Measurement will be done by a split sample to verify percent solids per load on a frequency as determined by Contractor, unless Customer waives their sampling in favor of Contractor's.

Biosolids Cake will be weighed at the scales at the Contractor's composting facility or, if such scales are not available, at an alternative, agreed upon weight station/scale.

BERNTSSON, ITTERSAGEN, GUNDERSON,
WAKSLER & WIDEIKIS, LLP

ROBERT C. BENEDICT
ROBERT H. BERNTSSON**
MIKO P. GUNDERSON
SCOTT D. ITTERSAGEN
GERI L. WAKSLER
JOHN L. WIDEIKIS

431 PALM AVENUE
P.O. BOX 752
BOCA GRANDE, FLORIDA 33921
(941) 964-1223
TELEFAX (941) 964-0654

*also admitted in New York and Georgia
^Certified by the Florida Bar in City, County and
Local Government Law
#Certified Circuit Civil Mediator

18401 MURDOCK CIRCLE
PORT CHARLOTTE, FLORIDA 33948
(941) 627-1000
TELEFAX (941) 255-0684
E-MAIL rberntsson@bigwlaw.com

1861 PLACIDA ROAD, SUITE 204
ENGLEWOOD, FLORIDA 34223
(941) 474-7713
TELEFAX (941) 474-8276

Reply To: Port Charlotte

September 6, 2012

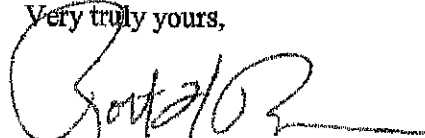
Charlotte County Bio-Recycling Center, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220
Attn: Regional V.P. -- Facilities Division

Re: Biosolids Management Contract for Englewood Water District

Dear Regional V.P. -- Facilities Division:

This letter represents that Taylor Meals, Chair, Englewood Water District, the signatory for Englewood Water District, is its duly authorized representative with the power to enter into a long-term contract which is binding, valid and enforceable against Englewood Water District and that the signatory is duly authorized to execute and sign all necessary documents to enter into a binding, valid and enforceable Biosolids Management Contract with Charlotte County Bio-Recycling Center, LLC

Very truly yours,



Robert H. Berntsson
Attorney for Englewood Water District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Addia Group Inc 2500 Renaissance Blvd Suite 100 King of Prussia PA 19406-2772	CONTACT NAME: Keith Rayer PHONE (A/C No. Ext): E-MAIL: ADDRESS:	FAX (A/C No.): 610-279-8643
INSURED SYNAG-1 Synagro Technologies, Inc. SEE BELOW FOR ITS AFFILIATED ENTITY 1800 Bering Drive, Suite 1000 Houston TX 77057	INSURER(S) AFFORDING COVERAGE INSURER A: Chartis Specialty Ins. Co. INSURER B: American Zurich Insurance Co. INSURER C: American Int'l Specialty INSURER D: Commerce & Industry INSURER E: INSURER F: Zurich American Insurance Co.	NAIC # 26883 40142 26883 18410 16535

COVERAGES

CERTIFICATE NUMBER: 1084088831

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> YOU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-TEST <input type="checkbox"/> LOC	Y	EG18306088	5/1/2012	5/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMPH AGG \$2,000,000 \$
F	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP9243980-00	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Per accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BES4241110	5/1/2012	5/1/2013	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B R	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCS245961-00 All Other WCS245962-00 Wisconsin	5/1/2012 5/1/2012	5/1/2013 5/1/2013	<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C A	Contract OPS& Prof Serv Environmentl Pollution Legal Liability		COP818294567 EG18306088	5/1/2012 5/1/2012	5/1/2013 5/1/2013	Claim/Aggregate 10 MIL/ 20 MIL Limit Retention 10 MIL/ 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

AFFILIATED ENTITY: CHARLOTTE COUNTY BIO-RECYCLING CENTER, LLC. RE: BIOSOLIDS MANAGEMENT CONTRACT.
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION/EL WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION 30 DAYS EXCEPT 10 DAYS FOR NON-PAY

Englewood Water District
201 Sierra Avenue
Englewood FL 34223 941-474-3217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT NO. 16

This endorsement, effective 12:01 AM: May 1, 2012

Forms a part of policy no.: EG 18306986

Issued to: SYNATECH HOLDINGS, INC

By: CHARTIS SPECIALTY INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT -
OWNERS, LESSEES OR CONTRACTORS - YOUR WORK**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY AND
POLLUTION LEGAL LIABILITY POLICY**

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):


BLANKET AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

Location(s) of Covered Operation(s):

AS SPECIFIED IN THE WRITTEN CONTRACTS OR AGREEMENTS

- I. Solely as respects **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE E - ADDITIONAL POLLUTION LEGAL LIABILITY, SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for bodily injury, property damage, personal and advertising injury, environmental damage or emergency response costs arising out of your work for the additional insured(s) by or for you at the location(s) designated above.
- II. As respects the coverage afforded the additional insured(s) scheduled above, this insurance is primary and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent, or on any other basis.

All other terms, conditions and exclusions remain the same.



Authorized Representative
or countersignature (where required by law)

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Synagro-WWT, Inc.	
Business name/disregarded entity name, if different from above Charlotte County Bio-Recycling Center, LLC	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) 1800 Bering Drive, Suite 1000	Requester's name and address (optional)
City, state, and ZIP code Houston, TX 77057	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		

Employer identification number								
4	5	-	4	8	2	4	2	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Sue A. Gregory</i>	Date ▶ <i>10/01/12</i>
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

From: (713) 369-1759
 Sue Gregory
 SYNAGRO TECHNOLOGIES, INC
 1800 BERING DRIVE, SUITE 1000
 HOUSTON, TX 77057

Origin ID: HQUA



Ship Date: 02OCT12
 ActWgt: 1.0 LB
 CAD: 103905811/NET3300

Delivery Address Bar Code



SHIP TO: (841) 460-1033

BILL SENDER

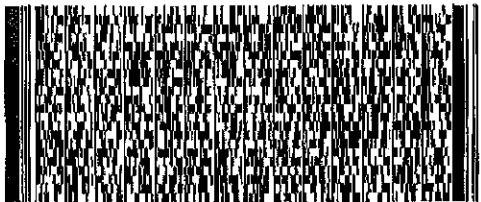
Robin Sofa
 Englewood Water District
 201 SELMA AVE

ENGLEWOOD, FL 34223

Ref # 80-0013-78-6310
 Invoice #
 PO #
 Dept #

WED - 03 OCT A5
 STANDARD OVERNIGHT

TRK# 7991 0432 1981
 0201



XH PGDA

34223
 FL-US
 RSW



615G130C8AA41

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.