

**FIRST AMENDMENT TO BIOSOLIDS PROGRAM  
AGREEMENT BETWEEN  
THE CITY OF LA CROSSE SANITARY SEWER UTILITY  
AND SYNAGRO CENTRAL LLC**

This First Amendment is entered into this 14<sup>th</sup> day of May, 2015, between the City of La Crosse Sanitary Sewer Utility, with offices located at 400 La Crosse Street, La Crosse, Wisconsin, 54601 (“Utility”), and Synagro Central LLC, with offices located at 435 Williams Court, Suite 100, Baltimore, MD 21220. “Contracting Party”).

**Whereas**, the parties previously entered into a Biosolids Program Agreement dated March 23, 2015, Exhibit A, which provides for Contracting Party to provide services to the Utility concerning wastewater biosolids that are required to be loaded, transported and applied to agricultural fields; and

**Whereas**, the parties desire to extend such Biosolids Program Agreement and amend the terms and conditions as set forth in this First Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. **Term Extension.** Pursuant to Provision 4 (“Term”) of the Biosolids Program Agreement, the term of the Agreement shall be extended for an additional period of time through December 31, 2019, unless terminated earlier pursuant to the termination provisions of the Biosolids Program Agreement, or extended for an additional period of up to five years by mutual agreement of the parties, with approval by the La Crosse Common Council.
  
2. **Rates.** Provision 2 (“Rates”) of the Biosolids Program Agreement is amended to add the following:  
  
Commencing on January 1, 2016, the Utility will pay the Contracting Party at the rates set forth in Exhibit A or as the parties otherwise mutually agree, which is subject to the approval of the City of La Crosse Board of Public Works (operating as the Sanitary Sewer Utility Board). Exhibit A is attached to and incorporated into this Agreement.
  
3. **Rate Adjustment.** The Contracting Party’s unit rate shall be adjusted annually commencing on or about March 1, 2016 in the amount equal to the average CPI-All Urban Consumers Index for the prior year, based on the U.S. City average. The rate adjustment factor shall be equal to the Current Year index for January divided by the Previous Year’s index, 12-months prior, as shown in the following EXAMPLE:

EXAMPLE: 
$$\frac{\text{Current Year Index (January)}}{\text{Previous Year's Index (January)}} = \frac{233.707}{233.916} = 1.000$$

Based upon the above EXAMPLE, the rate would be adjusted by 0.0%.

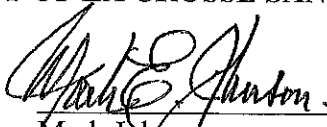
- 4. Insurance and Bond.** Pursuant to Provision 14 (“Insurance”) of the Standard Terms & Conditions of the Biosolids Program Agreement, on or before January 31, 2016 and annually thereafter on or before the first of each year, Contracting Party shall provide an updated and current Certificate of Insurance evidencing the required insurance.

In addition, on or before January 31, 2016 and annually thereafter on or before the first of each year, Contracting Party shall provide an updated and current Performance Bond in the amount specified in the Scope of Services – Biosolids Management Program of the original Agreement dated March 23, 2015.

- 5. Entire Agreement.** This First Amendment contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. Except as otherwise amended or modified by this First Amendment, any and all terms and conditions of the Biosolids Program Agreement, including but not limited to the Standard Terms and Conditions, shall remain in full force and effect. This Agreement shall be amended only by a formal writing executed by both parties.
- 6. Governing Law.** This First Amendment and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
- 7. Severability.** The provisions of this First Amendment are severable. If any provision or part of this First Amendment or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.
- 8. Representations and Warranties.** Each party to this First Amendment represents and warrants that it and the signatories below have the full right, power, legal capacity and authority to enter into and perform the parties’ respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as otherwise provided within this First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the day, month and year as set forth above.

**CITY OF LA CROSSE SANITARY SEWER UTILITY (UTILITY):**

By:   
Mark Johnson  
Utilities Manager

Date: 5/21/2015

Trinity Kest 05/20/2015  
MAYOR

**SYNAGRO CENTRAL LLC (CONTRACTING PARTY):**

By: 

Date: 6/29/15

Printed Name: Stephen W. Cole

Title: President and CEO

EXHIBIT A

**BIOSOLIDS MANAGEMENT PROGRAM AGREEMENT  
BETWEEN  
THE LA CROSSE SANITARY SEWER UTILITY  
AND  
Synagro Central, LLC**

This Agreement is entered into this 23<sup>rd</sup> day of February, 2015, between the **City of La Crosse Sanitary Sewer Utility**, with offices located at 400 La Crosse Street, La Crosse, Wisconsin 54601 (“**Utility**”), and Synagro (Contractor), with offices located at 435 Williams Court, Suite 100, Baltimore, MD 21220 (“**Contracting Party**”).

→ Synagro Central, LLC + MS

**WITNESSETH:**

**Whereas**, the City Sanitary Sewer Utility annually generates wastewater biosolids that must be loaded, transported and applied to agricultural fields, and desires to enter into an agreement concerning such services, and

**Whereas**, the Contracting Party desires to provide these biosolids management services to the Utility pursuant to the terms and conditions set forth in this Agreement, the City’s Standard Terms and Conditions, and the Scope of Services – Biosolids Management Program, dated February 9, 2015.

**Whereas**, the Utility and Contracting party wish to set forth in this agreement their respective commitments, understands, rights and obligations as more fully described herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge the parties hereto agree as follows:

1. **Services.** Contracting Party shall provide the Utility Biosolids Management services as described in the Scope of Services – Biosolids Management Program and pursuant to the terms and conditions set forth in this Agreement and the City’s Standard Terms and Conditions, which are attached to and incorporated into this Agreement.
2. **Rates.** City will pay the Contractor based on the following rates, or any subsequent changes approved by the Board of Public Works:
  - Liquid Land Application..... \$0.0570 per gallon
  - Cake Land Application.....\$171.75 per dry ton
3. **Invoices.** Invoices will be submitted monthly per the terms of the Scope of Services. Invoices are payable within forty-five (45) days of receipt at the address set forth on the invoice.
4. **Term.** The term of the Agreement shall be for the period of January 1, 2015 through December 31, 2015, unless terminated earlier or amended by mutual agreement of the parties.

**BIOSOLIDS MANAGEMENT PROGRAM AGREEMENT  
BETWEEN  
THE LA CROSSE SANITARY SEWER UTILITY  
AND  
Synagro**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day, month and year set forth above.

**CITY OF LA CROSSE SANITARY SEWER UTILITY:**

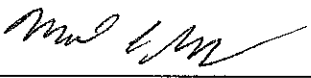


Mayor Tim Kabat - City of La Crosse

02/23/2015

Date

**CONTRACTING PARTY:**



Synagro Central, LLC  
Michael Schwartz, Vice President

3/10/2015

Date



# CITY OF LA CROSSE

## WATER & SEWER UTILITIES OFFICE

400 La Crosse St  
 La Crosse WI 54601-3396  
 Phone (608) 789-7536  
 Fax (608) 789-7592

February 9, 2015

**Mark Johnson, P.E.**  
 Manager  
[johnsonm@cityoflacrosse.org](mailto:johnsonm@cityoflacrosse.org)

**Jared Greeno - Wastewater**  
 General Superintendent  
[greenoja@cityoflacrosse.org](mailto:greenoja@cityoflacrosse.org)

**Brian Hein - Assistant**  
 Superintendent - WWTP  
[heinb@cityoflacrosse.org](mailto:heinb@cityoflacrosse.org)

**Steve Asp - Assistant**  
 Superintendent - Sewer  
[asps@cityoflacrosse.org](mailto:asps@cityoflacrosse.org)

**SUBJECT:** Scope of Services - Biosolids Management Program

The following information is intended to describe and specify the requirements for a complete, contracted biosolids management and disposal program, generally to include:

- All equipment, personnel and materials to safely and efficiently transfer, load, haul and dispose biosolids at agricultural sites.
- Record-keeping including compiling, managing and maintaining all information as required by the program.
- Acquisition of additional agricultural sites as may be necessary to effectively complete the program.
- Active and close coordination and communication with customers who receive and accept the biosolids materials.
- Active, close and regular communication with Utility staff to provide updates and respond to problems, issues or developments related to the biosolids program, including immediate reporting of biosolids and/or issues related to disposal sites, site owners, transportation, etc..
- Full compliance with regulatory requirements.

General description and details of the wastewater system

The Sanitary Sewer Utility (SSU) operates a regional wastewater treatment facility (WWTP) located on Isle La Plume (905 Joseph Houska Drive) in the City of La Crosse. Biosolids generated by the treatment process are anaerobically digested and stored as liquid in two 3.1 million gallon storage tanks and as cake (storage capacity of approximately 1,348 dry tons) located on the WWTP site. Storage tanks include mixing systems such that liquid biosolids leaving the facility typically average about 6 % solids; stored, cake biosolids typically average about 18% solids. The total volume of biosolids generated during calendar year 2014 was approximately 11.3 million gallons. The total volume of biosolids in 2015 and following years may be more or less.

The Utility estimates the following volume/quantity of biosolids to be handled by this program during 2015:

<u>Season</u>	<u>Liquid Biosolids (Million Gallons)</u>	<u>Cake Biosolids (Dry Tons)</u>
Spring – 2015	6.0	250
Fall – 2015	6.0	0

Liquid storage facilities include a pumping facility that allow transport trucks to drive through the building for loading and exit the WWTP site without disrupting other plant operations. There is also a second connection point, located outside the pump building, for loading liquid biosolids. Cake biosolids are stored in a fully covered and enclosed facility which is fully accessible by trucks and loading equipment. It is expected that trucks hauling cake biosolids will have to be loaded using an endloader supplied and operated by the utility during normal business hours (M – F; 7:00 AM – 3:00 PM).

A. Scope of Work for biosolids management program - Services shall include, but not be limited to the following activities:

- Loading trucks at the wastewater plant, hauling biosolids directly from plant, and land application of biosolids materials, based on calculated, appropriate agronomic spreading rates. Land application methods that may be required as part of this program include:
  - Injection of liquid biosolids to deliver materials evenly over the full area of the field, at a minimum depth of 8” below the ground surface.
  - Surface application of liquid biosolids to approved fields and crops to deliver materials evenly over the full area of the field. This method will require close communication with the land owner to select appropriate sites (site location must be selected to avoid issues with neighboring properties) and to coordinate with types of crop.

A. Scope - Continued

- Surface application of cake biosolids to approved fields and crops to deliver materials evenly over the full area of the field, and incorporation of applied materials by contractor. This method will require close communication with the land owner to select appropriate sites (site location must be selected to avoid issues with neighboring properties) and to coordinate with types of crop.
- Bulk delivery of cake biosolids for application by the landowner(s). Note that this method will require close communication and coordination with the land owner related to delivery schedules, quantity of materials and control of sites to avoid issues with neighboring properties.
- Oversight and supervision of contractor's personnel during biosolids transport and disposal or delivery.
- Observation of all federal, state and local safety standards as they apply to this type of work.
- Observation of all applicable regulatory standards for land application of wastewater biosolids.
- Planning, scheduling and completion of work with regular coordination and communication with wastewater management and land owners receiving biosolids. Contractor shall provide at least 48 hours notice prior to the start of their biosolids program. It is anticipated that the normal schedule for hauling and disposal of biosolids will be Monday through Friday from sunrise to sunset. Depending on weather and seasonal conditions, and with the permission of Utility management and property owners, hauling may be necessary on weekends and on an around-the-clock basis. Under normal circumstances, when the program is intended to empty the biosolids storage system, the expectation will be that emptying the storage system will be completed within a maximum of four weeks once the process is started.
- Maintenance and management of complete and accurate records related to biosolids program. Separate records shall be maintained for each individual disposal site with minimum information to include: site ID, loading rate, application pattern, application method and acreage used. Copies of records shall be submitted to Utility management on a monthly basis. Record management shall include preparation of an annual report for Utility review, approval and electronic submittal to DNR.
- Contact with and recruitment of new farm owners to continue to build inventory of available and approved sites for biosolids disposal. Work as required to obtain approval of new fields, including: certification for self-approval of fields, qualifications for soil sampling for site approval, soil sampling using GPS technology, all necessary communication written forms/paperwork, and submittals for approval of new sites.
- On-call and after-hours services as required.

B. Minimum Contractor Qualifications and Requirements:

- Contractor shall have experience with a municipal biosolids management program, generating a minimum of 10-million gallons per year, and utilizing liquid injection and surface application methods, over the last five years. Contractor shall provide at least three references, including contact names & phone numbers, showing this previous experience.
- Contractor shall provide full site management including communication and coordination with site owners and timely resolution of any issues that develop related to the Biosolids Management Program. The intent of this Scope of Services is to strongly emphasize the expectation that the contractor will provide excellent and professional customer service under all circumstances.
- Contractor shall provide a written description of proposed biosolids application method and procedures. Contractor shall provide the Utility with the following documents:
  - Sample of a typical land management plan.
  - An emergency response plan that specifically address response to issues and emergencies related to biosolids management program.
  - Certification of a current, written safety manual.
- Contractor shall be in good standing with the Wisconsin Department of Natural Resources (WDNR), including all current reporting and applicable licensing requirements.
- Contractor shall provide names and qualifications of all personnel who may be assigned to complete the biosolids management work. This information shall include levels of relevant education, certification and licensing as they apply to the biosolids management program.
- Contractor shall provide continuous, on-site supervision during disposal of biosolids.
- Contractor shall comply with all regulations related to traffic control and signage, and shall coordinate and work with Town, County or other entities with road jurisdiction to assure necessary traffic control devices where needed and to address and resolve potential issues with damage to public roads.

B. Minimum Contractor Qualifications - Continued

- Spring and fall biosolids applications are usually dictated by weather and crop conditions and may be limited to extremely short “windows” of time. Once disposal sites are available, contractor must be capable of mobilizing sufficient personnel and resources to empty storage system and complete biosolids application, in coordination with Utility management and landowners, with minimum interruptions. Contractor shall provide a full listing of vehicles and equipment that would normally be available to respond to and complete biosolids program during these short windows of time.
- For the last five years contractor shall provide a complete list of (1) any OSHA or similar safety citations issued to contractor, (2) any work-related accidents resulting in personal injury to contractor’s employees or others, and (3) any Notices of Violations issued by the WDNR.
- Contractor shall provide a copy of their most recent Federal Motor Carrier’s CSA score.
- Other contractor responsibilities:
  - Contractor shall be responsible for all damage to City/Utility property caused by contractor.
  - Contractor’s activities shall comply with all regulatory requirements for transporting and applying biosolids.
  - Contractor shall comply with local, seasonal weight limits, and is responsible for road repairs resulting from transporting biosolids.
  - Contractor shall take measures necessary to control dust and other nuisance conditions generated by transport and application of biosolids.
  - Contractor shall be responsible for any and all licensing and/or permitting that may be required.

C. Biosolids characteristics & related information:

- The following information shall be provided to contractor to describe biosolids characteristics:
  - 2014 Annual Land Application Report.
  - Bi-monthly laboratory analysis information.
- The tanker truck loading facility at the wastewater plant will fill a 6000 gallon truck in approximately 6 – 8 minutes.

D. Insurance:

- Contractor shall at all times during the term of the agreement, keep in force and effect insurance policies as specified and required by the contract. Insurance policies shall be issued by companies authorized to do business in the State of Wisconsin and satisfactory to the City and Utility. Such insurance shall be primary. As part of executing a written agreement, contractor shall furnish the Utility with a Certificate of Insurance listing the City as an additional insured and, upon request, certified copies of the required insurance policies. The certificate shall reference the agreement and provide for thirty (30) days advance notice of cancellation or non-renewal during the term of the agreement.
- Insurance to include:
 

○ General Liability Insurance	\$1,000,000 per occurrence
○ Workers Compensation	Statutory limits
○ Automobile Liability	\$1,000,000 per occurrence
○ Environmental Insurance Policy	\$10,000,000 minimum
○ Performance Bond	\$250,000

  - All other applicable requirements of the Standard Terms and Conditions. Note that Part 9. TERMINATION FOR CONVENIENCE of the Standard Terms and Conditions will not apply to this agreement.

Contractor shall provide insurance and performance bond documents as part of executing the written agreement for this work.

E. Contract:

- The contract, including the City’s Standard Terms & Conditions that apply to this work, will be in the form recommended by the City.

F. Payment:

- Invoices for services under this contract will be calculated based on the gallons and/or dry tons of biosolids actually handled by the contractor, multiplied by the unit rate.
- The Utility processes and pays bills once per month, coordinated with the City of La Crosse’s normal payment schedule. In order to assure timely payment, invoices for services must be received by the Utility by the 25<sup>th</sup> of each month and should reflect actual services for the work completed.



## STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** In this section "Contracting Party" shall mean any party that is entering into this Agreement with the City of La Crosse. "La Crosse" shall mean the City of La Crosse. These definitions shall apply only to this section titled "Standard Terms and Conditions" and shall not replace, modify or supersede any definitions used in other sections of this Agreement.
  2. **STANDARD OF PERFORMANCE.** Contracting Party agrees that the performance of the services, pursuant to the terms and conditions of this Agreement, shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same professions currently practicing under similar circumstances providing like services. Contracting Party agrees to abide by all applicable federal, state and local laws, regulations and ordinances, and all provisions of this Agreement.
  3. **FULLY QUALIFIED.** Contracting Party represents that all personnel engaged in the performance of the services set forth in this Agreement shall be fully qualified and shall be authorized or permitted under state and local law to perform the services.
  4. **SCOPE OF SERVICES.** Contracting Party is required to perform, do and carry out in a satisfactory, timely, and professional manner the services set forth in this Agreement. The Contracting Party is required to furnish all services and labor necessary as included in this Agreement, including without limitation materials, equipment, supplies, and incidentals. The scope of services to be performed shall include, without limitation, those services set forth in this Agreement. La Crosse may from time to time request the Contracting Party to perform additional services which are not set forth in this Agreement. In the event that such a request is made, the performance of such services shall be subject to the terms, conditions and contingencies set forth in this Agreement.
  5. **CHANGE OF SCOPE.** The scope of services set forth in this Agreement is based on facts known at the time of the execution of this Agreement. Including, if applicable, information supplied by Contracting Party. Scope may not be fully definable during initial phases. As projects progress, facts discovered may indicate that the scope must be redefined. Parties shall provide a written amendment to this Agreement to recognize such changes.
  6. **COMPENSATION.** Contracting Party will be compensated by La Crosse for the services provided under this Agreement and subject to the terms, conditions and contingencies set forth herein. Payments to Contracting Party for services rendered under this Agreement will be based on itemized invoices submitted on a monthly basis by the Contracting Party to La Crosse. These invoices must be itemized to include labor costs and the Contracting Party's direct expenses, including subcontractor costs. In addition, such invoices shall show the hours worked by the Contracting Party's staff and the amount of work completed as a percentage of the work to be performed. The final payment of the balance due the Contracting Party for the completed services shall be made upon completion and acceptance of the services performed by the Contracting Party under this Agreement.
  7. **TAXES, SOCIAL SECURITY, INSURANCE AND GOVERNMENT REPORTING.** Personal income tax payments, social security contributions, insurance and all other governmental reporting and contributions required as a consequence of the Contracting Party receiving payment under this Agreement shall be the sole responsibility of the Contracting Party.
  8. **TERMINATION FOR CAUSE.** If, through any cause, the Contracting Party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contracting Party shall violate any of the covenants, agreements, or stipulations of this Agreement, La Crosse shall thereupon have the right to terminate this Agreement by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other material related to the services performed by the Contracting Party under this Agreement for which compensation has been made or may be agreed to be made shall, at the option of La Crosse, become the property of La Crosse. Notwithstanding the foregoing, the Contracting Party shall not be relieved of liability to La Crosse for damages sustained by La Crosse by virtue of this Agreement by the Contracting Party, and La Crosse may withhold any payments to the Contracting Party for the purpose of setoff until such time as the exact amount of damages due to La Crosse from the Contracting Party is determined.
  9. **TERMINATION FOR CONVENIENCE.** La Crosse may terminate this Agreement at any time and for any reason by giving written notice to the Contracting Party of such termination and specifying the effective date, at least ten (10) days before the effective date of such termination. If this Agreement is terminated by La Crosse pursuant to this provision, Contracting Party will be paid an amount which bears the same ratio to the total compensation as the services actually and satisfactorily performed bear to the total services of the Contracting Party covered by this Agreement, less payments for such services as were previously made. The value of the services rendered and delivered by Contracting Party will be determined by La Crosse.
  10. **SAFETY.** Unless specifically included as a service to be provided under this Agreement, La Crosse specifically disclaims any authority or responsibility for general job site safety, or the safety of persons or property.
  11. **DELAYS.** If performance of La Crosse's obligations is delayed through no fault of La Crosse, La Crosse shall be entitled to an extension of time equal to the delay.
  12. **OPINIONS OF COST.** Any opinion of costs prepared by La Crosse is supplied for general guidance of Contracting Party only. La Crosse cannot guarantee the accuracy of such opinions as compared to actual costs to Contracting Party.
  13. **USE OF LA CROSSE PROPERTY.** Any property belonging to La Crosse being provided for use by Contracting Party shall be used in a responsible manner and only for the purposes provided in this Agreement. No changes, alterations or additions shall be made to the property unless otherwise authorized by this Agreement.
  14. **INSURANCE.** Contracting Party shall, at its sole expense, obtain and maintain in effect at all times during this Agreement the following insurance coverage:
    - 1) Commercial General Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage;
    - 2) Automobile Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury and property damage covering all vehicles to be used in relationship to this Agreement;
    - 3) Umbrella Liability Insurance of not less than \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage in excess of coverage carried for commercial general liability and automobile liability;
    - 4) Professional Liability Insurance of not less than \$1,000,000.00 per claim and annual aggregate; and
    - 5) To the extent that Contracting Party employs any employees or as otherwise required by law, Workers' Compensation and Employees' Liability Insurance with Wisconsin statutory limits.

On the certificate of insurance, La Crosse shall be named as an additional insured on any General Liability Insurance, Automobile Insurance, and Umbrella Liability Insurance. The certificate must state the following: The City of La Crosse, its officers, agents, employees, and authorized volunteers shall be Additional Insureds. Prior to execution of the Agreement, Contracting Party shall file with La Crosse, a certificate of insurance signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Contracting Party shall provide La Crosse with a thirty (30) day notice prior to termination or cancellation of the policy. La Crosse reserves the right to require review and approval of the actual policy of insurance before it executes this Agreement.
  15. **INDEMNIFICATION.** To the fullest extent allowable by law, Contracting Party hereby indemnifies and shall defend and hold harmless, at Contracting Party's expense, La Crosse, its elected and appointed officials, committee members, officers, employees or authorized representatives or volunteers, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, attorney's fees (including in-house counsel legal fees), costs and expenses of whatsoever kind, character or nature whether arising before, during, or after completion of the Agreement hereunder and in any manner directly or indirectly caused or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive of Contracting Party, or of anyone acting under its direction or control or on its behalf in connection with or incident to the performance of this Agreement, regardless if liability without fault is sought to be imposed on La Crosse. Contracting Party's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Nothing in this Agreement shall be construed as La Crosse waiving its statutory limitation and/or immunities as set forth in the applicable Wisconsin Statutes or other applicable law. This indemnity provision shall survive the termination or expiration of this Agreement.
- Contracting Party shall reimburse La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contracting Party's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by La Crosse, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
16. **NO PERSONAL LIABILITY.** Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of La Crosse have any personal liability arising out of this Agreement, and Contracting Party shall not seek or claim any such personal liability.
  17. **INDEPENDENT CONTRACTORS.** The parties, their employees, agents, volunteers, and representatives shall be deemed independent contractors of each other and shall in no way be deemed as a result of this Agreement to be employees of the other. The parties, their employees, agents, volunteers, and representatives are not entitled to any of the benefits that the other provides for its employees. The parties shall not be considered joint agents, joint venturers, or partners.
  18. **GOVERNING LAW.** This Agreement and all questions and issues arising in connection herewith shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in La Crosse County, Wisconsin. Each party waives its right to challenge venue.
  19. **JURY TRIAL WAIVER.** The parties hereby waive their respective rights to a jury trial on any claim or cause of action based upon or arising from or otherwise related to this Agreement. This waiver of right to trial by jury is given knowingly and voluntarily by the parties and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue. Each party is hereby authorized to file a copy of this section in any proceeding as conclusive evidence of this waiver by the other party.
  20. **NOTIFICATION.** Contracting Party shall:
    - (1) As soon as possible and in any event within a reasonable period of time after the occurrence of any default, notify La Crosse in writing of such default and set forth the details thereof and the action which is being taken or proposed to be taken by Contracting Party with respect thereto.
    - (2) Promptly notify La Crosse of the commencement of any litigation or administrative proceeding that would cause any representation and warranty of Contracting Party contained in this Agreement to be untrue.
    - (3) Notify La Crosse, and provide copies, immediately, upon receipt, of any notice, pleading, citation, indictment, complaint, order or decree from any federal, state or local government agency or regulatory body, asserting or alleging a circumstance or condition that requires or may require a financial contribution by Contracting Party or any guarantor or an investigation, clean-up, removal, remedial action or other response by or on the part of Contracting Party or any guarantor under any environmental laws, rules, regulations, ordinances or which seeks damages or civil, criminal or punitive penalties from or against Contracting Party or any guarantor for an alleged violation of any environmental laws, rules, regulations or ordinances.
  21. **SEVERABILITY.** The provisions of this Agreement are severable. If any provision or part of this Agreement or the application thereof to any person or circumstance shall be held by a court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part thereof to other persons or circumstances shall not be affected thereby.

22. **ASSIGNMENT, SUBLET, AND TRANSFER.** Contracting Party shall not assign, sublet, or transfer its interests or obligations under the provisions of this Agreement without the prior written consent of La Crosse. This Agreement shall be binding on the heirs, successors, and assigns of each party hereto. Contracting Party shall provide not less than forty-five (45) days advance written notice of any intended assignment, sublet, or transfer.

23. **NO WAIVER.** The failure of any party to insist, in any one or more instances, upon performance of any of the terms, covenants, or conditions of this Agreement shall not be construed as a waiver, or relinquishment of the future performance of any such term, covenant, or condition by any other party hereto but the obligation of such other party with respect to such future performance shall continue in full force and effect.

24. **SUBCONTRACTING.** None of the services to be performed under this Agreement shall be subcontracted without the prior written approval of La Crosse. If any of the services are subcontracted, the performance of such services shall be specified by written contract and shall be subject to each provision of this Agreement. Contracting Party shall be as fully responsible to La Crosse for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them, as it is for acts and omissions of persons directly employed by it.

25. **CONFLICTS OF INTEREST.** Contracting Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contracting Party further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. Any interest on the part of Contracting Party or its employee must be disclosed to La Crosse.

26. **NON-DISCRIMINATION.** Pursuant to law, it is unlawful and Contracting Party agrees not to willfully refuse to employ, to discharge, or to discriminate against any person otherwise qualified because of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed, or familial status; not to discriminate for the same reason in regard to tenure, terms, or conditions of employment, not to deny promotion or increase in compensation solely for these reasons; not to adopt or enforce any employment policy which discriminates between employees on account of race, color, religion, sex, creed, age, disability, national origin or ancestry, lawful source of income, marital status or familial status; not to seek such information as to any employee as a condition of employment; not to penalize any employee or discriminate in the selection of personnel for training, solely on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin or ancestry, lawful source of income, marital status, creed or familial status.

Contracting Party shall include or cause to be included in each subcontract covering any of the services to be performed under this Agreement a provision similar to the above paragraph, together with a clause requiring such insertion in further subcontracts that may in turn be made.

27. **POLITICAL ACTIVITIES.** Contracting Party shall not engage in any political activities while in performance of any and all services and work under this Agreement.

28. **GOVERNMENTAL APPROVALS.** Contracting Party acknowledges that various of the specific undertakings of La Crosse described in this Agreement may require approvals from the City of La Crosse Council, City of La Crosse bodies, and/or other public bodies, some of which may require public hearings and other legal proceedings as conditions precedent thereto. Contracting Party further acknowledges that this Agreement is subject to appropriation by the La Crosse Common Council. La Crosse's obligation to perform under this Agreement is conditioned upon obtaining all such approvals in the manner required by law. La Crosse cannot assure that all such approvals will be obtained, however, it agrees to use good faith efforts to obtain such approvals on a timely basis.

29. **ENTIRE AND SUPERSEDING AGREEMENT.** This writing, all Exhibits hereto, and the other documents and agreements referenced herein, constitute the entire Agreement between the parties with respect to the subject matter hereof, and all prior agreements, correspondences, discussions and understandings of the parties (whether written or oral) are merged herein and made a part hereof. This Agreement, however, shall be deemed and read to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of La Crosse, granting approvals or conditions attendant with such approval, the specific action of La Crosse shall be deemed controlling. To the extent that any terms and conditions contained in this Agreement, all Exhibits hereto, and the other documents and agreement referenced herein conflict with these Standard Terms and Conditions, the Standard Terms and Conditions shall take precedence.

30. **AMENDMENT.** This Agreement shall be amended only by formal written supplementary amendment. No oral amendment of this Agreement shall be given any effect. All amendments to this Agreement shall be in writing executed by both parties.

31. **IMPLEMENTATION SCHEDULE AND TIME OF THE ESSENCE.** Any and all phases and schedules which are the subject of approvals, or as set forth herein, shall be governed by the principle that time is of the essence, and modification or deviation from such schedules shall occur only upon approval of La Crosse. The Mayor, or in the Mayor's absence, the Council President, shall have the ability to postpone any deadline listed herein, up to a maximum of ninety (90) days.

32. **TIME COMPUTATION.** Any period of time described in this Agreement by reference to a number of days includes Saturdays, Sundays, and any state or national holidays. Any period of time described in this Agreement by reference to a number of business days does not include Saturdays, Sundays or any state or national holidays. If the date or last date to perform any act or to give any notices is a Saturday, Sunday or state or national holiday, that act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

33. **NOTICES.** Any notice, demand, certificate or other communication under this Agreement shall be given in writing and deemed effective: a) when personally delivered; b) three (3) days after deposit within the United States Postal Service, postage prepaid, certified, return receipt requested; or c) one

(1) business day after deposit with a nationally recognized overnight courier service, addressed by name and to the party or person intended as follows:

To the City:	Attn. City Clerk City of La Crosse 400 La Crosse Street La Crosse, WI 54601	Copy to:	Attn. City Attorney City of La Crosse 400 La Crosse Street La Crosse, WI 54601
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Contracting party shall identify in writing and provide to La Crosse the contact person and address for notices under this Agreement.

34. **INCORPORATION OF PROCEEDINGS AND EXHIBITS.** All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by La Crosse, including but not limited to adopted or approved plans or specifications on file with La Crosse, and further including but not limited to all exhibits as referenced herein, are incorporated by reference herein and are deemed to be the contractual obligation of Contracting Party whether or not herein enumerated.

35. **ACCESS TO RECORDS.** Contracting Party, at its sole expense, shall maintain books, records, documents and other evidence pertinent to this Agreement in accordance with accepted applicable professional practices. La Crosse, or any of its duly authorized representatives, shall have access, at no cost to La Crosse, to such books, records, documents, papers or any records, including electronic, of Contracting Party which are pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions.

36. **PUBLIC RECORDS LAW.** Contracting Party understands and acknowledges that La Crosse is subject to the Public Records Law of the State of Wisconsin. As such, Contracting Party agrees to retain all records as defined by Wisconsin Statute § 19.32(2) applicable to this Agreement for a period of not less than seven (7) years after the termination or expiration of this Agreement. Contracting Party agrees to assist La Crosse in complying with any public records request that La Crosse receives pertaining to this Agreement. Additionally, Contracting Party agrees to indemnify and hold harmless La Crosse, its elected and appointed officials, officers, employees, and authorized representatives for any liability, including without limitation, attorney fees related to or in any way arising from Contracting Party's actions or omissions which contribute to La Crosse's inability to comply with the Public Records Law. In the event that Contracting Party decides not to retain its records for a period of seven (7) years, then it shall provide written notice to La Crosse whereupon La Crosse shall take custody of said records assuming such records are not already maintained by La Crosse. This provision shall survive the termination of this Agreement.

37. **CONSTRUCTION.** This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument to be drafted. This Agreement shall be deemed to have been drafted by the parties of equal bargaining strength. The captions appearing at the first of each numbered section of this Agreement are inserted and included solely for convenience but shall never be considered or given any effect in construing this Agreement with the duties, obligations, or liabilities of the respective parties hereto or in ascertaining intent. If any questions of intent should arise, all terms and words used in this Agreement, whether singular or plural and regardless of the gender thereof, shall be deemed to include any other number and any other gender as the context may require.

38. **NO THIRD-PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party.

39. **COMPLIANCE WITH LAW.** The parties shall comply in all material respects with any and all applicable federal, state and local laws, regulations and ordinances.

40. **FORCE MAJEURE.** La Crosse shall not be responsible to Contracting Party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes hereinabove enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause.

41. **GOOD STANDING.** Contracting Party affirms that it is a company duly formed and validly existing and in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Contracting Party is duly licensed or qualified to do business and is in good standing in the State of Wisconsin and in all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

42. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

43. **EXECUTION OF AGREEMENT.** Contracting Party shall sign and execute this Agreement on or before sixty (60) days of its approval by the La Crosse Common Council, and Contracting Party's failure to do so will render the approval of the Agreement by the La Crosse Common Council null and void unless otherwise authorized.

44. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, all of which shall be considered but one and the same agreements and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

45. **SURVIVAL.** All express representations, indemnifications and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Revised July 2011



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/09/2015

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).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Synagro Technologies, Inc. SEE AFFILIATED ENTITY BELOW: 435 Williams Court #100 Baltimore MD 21220 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: American Zurich Ins Co		40142
	INSURER B: Zurich American Ins Co		16535
	INSURER C: Ironshore Specialty Insurance Company		25445
	INSURER D: Steadfast Insurance Company		26387
	INSURER E:		
INSURER F:			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570057008167**      **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.      **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		001659301	09/02/2014	08/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP9243960-02	08/01/2014	08/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION		001659401	09/02/2014	08/01/2015	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0924396103 AOS WC924396203 WI & MA	08/01/2014	08/01/2015	<input checked="" type="checkbox"/> PER STATUTE <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
B		N/A		08/01/2014	08/01/2015	E.L. DISEASE-EA EMPLOYEE \$1,000,000
C	Env Prof (E&O)		001659301 Professional Claims Made	09/02/2014	08/01/2015	Each Incident \$1,000,000 Deductible \$250,000

Certificate No : 570057008167

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)

Affiliated Entity: Synagro Central, LLC.  
 Re: Biosolids Management Program with the City of La Crosse Sanitary Sewer Utility.  
 City of La Crosse Sanitary Sewer Utility; City of La Crosse; and their officers, agents, employees and authorized volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER****CANCELLATION**

City of La Crosse Sanitary Sewer Utility  
 400 La Crosse Street  
 La Crosse WI 54601 USA

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

*Aon Risk Services Northeast Inc.*

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Synagro Technologies, Inc.	
POLICY NUMBER See Certificate Number: 570057008167			
CARRIER See Certificate Number: 570057008167	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
D	Contractor Poll			CPL013465300 Contr Poll Liab SIR applies per policy terms & conditions	09/02/2014	08/01/2015	Each claim	\$25,000,000
							Aggregate Limit	\$25,000,000
							SIR	\$250,000
D	Pollutn/Env Imp			EPC013467000 Site Poll Liab Clm Made	09/02/2014	09/02/2017	Aggregate Limit	\$25,000,000
							Per Occurrence	\$25,000,000
							Deductible	\$250,000

**Annual Performance Bond**

**Bond No. K09169829**

KNOW ALL MEN BY THESE PRESENTS, that we,

SYNAGRO CENTRAL, LLC, as Principal, (hereinafter called the "Principal"), and WESTCHESTER FIRE INSURANCE COMPANY, (hereinafter called the "Surety"), are held firmly bound unto

CITY OF LA CROSSE SANITARY SEWER UTILITY as Oblige, (hereinafter called the "Obligee"), in the maximum penal sum of Two Hundred Fifty Thousand and 00/100 and no/100 Dollars, (\$ 250,000.00), good and lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors, assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bound Principal has entered into a certain written contract with the above mentioned Oblige described as: Biosolids Management Program with the City of La Crosse Sanitary Sewer Utility dated 2/23/15, contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

WHEREAS, the Oblige has agreed to accept a bond guaranteeing the performance of said contract for a period of only one year.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall indemnify the Oblige for any and all loss that the Oblige may sustain by reason of the Principal's failure to comply with the terms and conditions of said Contract, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that:

1. The term of this bond is for the period commencing 2/23/15 and expiring on 2/22/16, unless released by the Oblige prior thereto. However, the term of this bond may be renewed for an additional one-year period(s) by the issuance of a Continuation Certificate by the Surety.
2. Neither nonrenewal by the Surety nor failure of the Principal to provide the Oblige with a replacement bond shall constitute default under this bond.
3. In the event the Principal shall be declared by the Oblige to be in default under the Contract, the Oblige shall provide the Surety with a written statement setting forth the particular facts of said default no later than thirty (30) days from the date of said default, which notice shall be sent to the Surety by registered mail to the address in stated in Section 6 below.
4. The Surety will have the right and opportunity, at its option, and in its sole discretion, to: a.) cure the default; b.) assume the remainder of the Contract and to perform or sublet same; c.) or to tender to the Oblige funds sufficient to pay the cost of completion less the balance of the Contract price up to an amount not to exceed the penal sum of the bond. In no event shall Surety be liable for fines, penalties, liquidated damages or forfeitures assessed against the Principal.
5. The Oblige's acceptance of this bond and reliance upon it as security constitutes its acknowledgement and agreement as to the terms under which it is offered and issued by the Surety.
6. All notices, demands and correspondence with respect to this bond shall be in writing and addressed to:

The Surety at: 436 Walnut Street WA10F, Philadelphia, PA 19106

The Principal at: 435 Williams Court, Baltimore, MD, 21220

The Oblige at: 400 La Crosse Street, La Crosse, WI, 54601

SIGNED, SEALED AND DATED this 10th day of March, 2015.

Principal: SYNAGRO CENTRAL, LLC  
By: [Signature]  
Title: Assistant Secretary

Surety: WESTCHESTER FIRE INSURANCE COMPANY  
By: [Signature] Attorney-In-Fact  
Kelly O'Malley

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Annette M Leuschner, Cynthia Farrell, Debra A Deming, Edward Reilly, Evangelina L Dominick, Jessica Iannotta, Kelly O'Malley, Sandra Diaz, Thomas Rhatigan, Valorie Spates, Vivian Carti, all of the City of NEW YORK, New York, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 13 day of November 2014.



WESTCHESTER FIRE INSURANCE COMPANY

*Stephen M. Haney*  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 13 day of November, AD. 2014 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2018

*Karen E. Brandt*  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10<sup>th</sup> day of March 2015



*William L. Kelly*  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER November 13, 2016.

WESTCHESTER FIRE INSURANCE COMPANY - NAIC# 10030

FINANCIAL STATEMENT

DECEMBER 31, 2013

ADMITTED ASSETS

BONDS	\$1,774,825,880
SHORT - TERM INVESTMENTS	20,014,453
STOCKS	0
REAL ESTATE	0
CASH ON HAND AND IN BANK	28,898,475
PREMIUM IN COURSE OF COLLECTION*	73,348,856
INTEREST ACCRUED	16,193,041
OTHER ASSETS	142,805,499
TOTAL ASSETS	<u>\$2,056,086,204</u>

LIABILITIES

RESERVE FOR UNEARNED PREMIUMS	\$162,490,379
RESERVE FOR LOSSES	1,003,690,742
RESERVE FOR TAXES	2,386,131
FUNDS HELD UNDER REINSURANCE TREATIES	2,053,210
OTHER LIABILITIES	(21,105,132)
TOTAL LIABILITIES	<u>1,149,515,330</u>

CAPITAL: 70,000 SHARES, \$71.43 PAR VALUE	5,000,100
CAPITAL: PAID IN	295,331,592
AGGREGATE WRITE-INS FOR SPECIAL SURPLUS FUNDS	115,190,473
SURPLUS (UNASSIGNED)	491,048,709
SURPLUS TO POLICYHOLDERS	<u>906,570,874</u>
TOTAL	<u>\$2,056,086,204</u>

(\*EXCLUDES PREMIUM MORE THAN 90 DAYS DUE.)

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

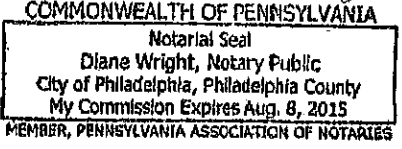
John P. Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31 st day of December, 2013.

Sworn before me this 3/21/14

[Signature]  
Senior Vice President

[Signature]  
Notary Public

August 8, 2015  
My commission expires





**ZURICH**

## Endorsement 13

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
BAP 9243960-02	08-01-2014	08-01-2015	03-10-2015	10142-000	\$	\$

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement is issued by the company named in the Declarations. It changes the policy on the effective date listed above at the hour stated in the Declarations.

Named Insured SYNAGRO TECHNOLOGIES, INC.

Address (including Zip Code) 435 WILLIAMS COURT  
SUITE 100  
BALTIMORE, MD 21220

This endorsement changes such insurance as is afforded by provisions of the policy relating to the following:  
**BUSINESS AUTOMOBILE**

It is hereby agreed and understood that the following form is added to this policy for :

City of La Crosse Sanitary Sewer Utility  
400 La Crosse Street  
La Crosse, WI 54601

U-CA-812-A CW (05/10) NOTICE TO OTHERS OF CANCELLATION

COUNTERSIGNED \_\_\_\_\_

AUTHORIZED REPRESENTATIVE



**NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX  
CONDITIONS**

- A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

<b>SCHEDULE</b>	
<b>Name and Address of Other Person(s) / Organization(s):</b>	<b>Number of Days Notice:</b>
<b>CITY OF LA CROSSE SANITARY SEWER UTILITY 400 LA CROSSE STREET LA CROSSE, WI 54601</b>	<b>30</b>

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-10-2015  
Insured Synagro Technologies, Inc.

Policy No. WC 9243961-03

Endorsement No. 3A  
Premium \$ STA

American Zurich Insurance Company



**IRONSHORE SPECIALTY INSURANCE COMPANY**

Mailing Address:  
75 Federal Street  
5th Floor  
Boston, MA 02110  
Toll Free: (877) IRON411

**Endorsement # 38**

**Policy Number:** 001659301  
**Insured Name:** Synatech Holdings, Inc.

**Effective Date of Endorsement:** March 06, 2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL PROTECTION INSURANCE COVERAGE PACKAGE (EPIC PAC)

It is hereby agreed that the policy to which this endorsement is attached is amended as follows for an additional premium of \$1,000.00:

**SCHEDULE**

Name of Designated Person(s) or Organization(s)
City of La Crosse Sanitary Sewer Utility 400 La Crosse Street La Crosse, WI 54601

**SECTION IV – CONDITIONS, Paragraph 3. Cancellation** is amended to include the following:

If this policy is cancelled by us for any reason other than nonpayment of premium or at the request of the first Named Insured, we will mail or deliver written notice of cancellation at least 30 days before the effective date of the cancellation to the designated person(s) or organization(s) shown in the schedule above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

\_\_\_\_\_  
Authorized Representative

March 12, 2015  
Date

## 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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Synagro-WWT, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>Synagro Central, LLC</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>435 Williams Court, Suite 100</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Baltimore, MD 21220</b>		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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**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); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**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 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Max DeJoris</i>	Date ▶ <i>01/06/15</i>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/w9](http://www.irs.gov/w9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*
- By signing the filled-out form, you:
- 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, and
  - Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.