

**MEMORANDUM OF AGREEMENT BETWEEN COALITION PARTNERS**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”) is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida (“Seminole County”), **OSCEOLA COUNTY**, a charter county and political subdivision of the State of Florida (“Osceola County”), **ORANGE COUNTY**, a charter county and political subdivision of the State of Florida (“Orange County”), **CITY OF ORLANDO**, a municipal corporation of the State of Florida (“City of Orlando”), **CITY OF ALTAMONTE SPRINGS**, a municipal corporation of the State of Florida (“City of Altamonte Springs”), **CITY OF WINTER SPRINGS**, a municipal corporation of the State of Florida (“City of Winter Springs”), **CITY OF OVIEDO**, a municipal corporation of the State of Florida (“City of Oviedo”), and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district of the State of Florida (“Toho Water Authority”) (collectively referred to in this Agreement as “Parties”; individually, “Party”).

**W I T N E S S E T H:**

**WHEREAS**, Section 163.01, Florida Statutes, as may be amended, authorizes public agencies to enter into agreements with other public agencies to serve a public purpose; and

**WHEREAS**, the United States Environmental Protection Agency (“EPA”) provides financial assistance through the Climate Pollution Reduction Grant (“CPRG”) to states, local governments, tribes, and territories to develop and implement ambitious plans for reducing greenhouse gas emissions and other harmful air pollution; and

**WHEREAS**, Seminole County, as the lead applicant and on behalf of the Parties, has submitted an application, including letters of intent or letters of support from the Parties, to the EPA for the CPRG; and

**WHEREAS**, if awarded, Seminole County will receive grant funds from the EPA for an approximate amount of ONE HUNDRED SEVENTY-FOUR MILLION EIGHT HUNDRED THIRTY-SEVEN THOUSAND TWO HUNDRED FIFTY-TWO AND NO/100 DOLLARS (\$174,837,252.00) for the Central Florida Waste to Energy Initiative (“CFWEI”), which will result in a regional wastewater biosolids to renewable natural gas processing facility (“Facility”) that will benefit the Parties and the community at large (“Project”); and

**WHEREAS**, prior to an award of the CPRG, EPA requires all members of a coalition to submit a signed Agreement by July 1, 2024, outlining the elements specified by the EPA in its Appendix E – Guidelines for a Memorandum of Agreement for a Coalition.

**NOW, THEREFORE**, for and in consideration of the promises, mutual covenants and agreements contained in this Agreement by and between the Parties and for the mutual benefit of the Parties, the Parties agree as follows:

**Section 1. Recitals.** The foregoing recitals are true and correct and form a material part of the Agreement upon which the Parties have relied and are incorporated in this Agreement.

**Section 2. Term.** The effective date of this Agreement is the date the last Party executes this Agreement, and expires on July 1, 2030 (“Term”), unless terminated earlier in accordance with this Agreement.

**Section 3. Climate Pollution Reduction Grant.**

(a) If the EPA awards Seminole County the CPRG, the Parties have agreed to implement and contribute resources for a regional project to reduce greenhouse gas emissions and other harmful air pollution for local communities, as further specified in Exhibit A – Project

Description and Proposed Operating Model, attached to and incorporated in this Agreement. To further the Parties' intent in accomplishing the Project, the Parties are committed to fulfilling roles and responsibilities, as further specified in Exhibit B – Roles, Responsibilities, Commitments, and Benefits, attached to and incorporated in this Agreement.

(b) As lead applicant, Seminole County will be accountable to the EPA and is fully responsible for effectively carrying out the scope of work for the Project in accordance with this Agreement. Seminole County will ensure appropriate financial accounting is completed for proper financial management of the CPRG. All Parties agree to work in good faith to accomplish the objectives set forth in this Agreement and the CPRG. To this end, each Party agrees to contribute to the Project by the appointment of a representative to form a newly established CFWEI Advisory Board, which will provide advice and guidance related to the planning and implementation process, including advising on the negotiation in contracts for the Project. This CFWEI Advisory Board will be subject to Florida's Sunshine Law, Section 286.011, Florida Statutes. Each Party should attempt to appoint a representative experienced in biosolids, waste, or wastewater.

(c) The Parties' performance under this Agreement is contingent upon an appropriation by the Federal government and is subject to grant conditions that may require modification of this Agreement.

**Section 4. Sovereign Immunity.** To the fullest extent permitted by law, each Party is solely and fully liable for the acts and omissions of its elected officials, officers, employees, and agents. Nothing in this Agreement may be construed as a waiver by any Party of its sovereign immunity. Nothing in this Agreement may be construed as consent to be sued by third parties in any matter arising out of this Agreement nor denying any Party any remedy or defense available under the laws of the State of Florida.

**Section 5. Termination.** Each Party may terminate their participation in this Agreement without further obligation to the other Parties by providing thirty (30) days prior written notice to all the Parties in accordance with the “Notice” Section of this Agreement. The termination of participation in this Agreement by a Party will not serve as a termination of the participation in the Agreement by the remaining Parties.

**Section 6. Employee Status.** Persons employed by any Party in the performance of this Agreement are deemed not to be the employees or agents of any other Party, nor do these employees have any claims to pensions, workers’ compensation, unemployment compensation, civil service, or other employee rights or privileges granted to any other Party’s employees or agents either by operation of law or by any Party.

**Section 7. Notice.** Any notice delivered with respect to this Agreement must be in writing and will be deemed to be delivered (whether or not actually received) when e-mailed, and one of the following: (i) hand-delivered to the persons designated below, or (ii) five (5) business days after deposit in the United States Mail, postage prepaid, certified mail, return-receipt requested, addressed to the person at the address for the Party as set forth below, or such other address or to such other person as the Party may have specified by written notice to the other Parties delivered according with this “Notice” Section:

**As to Seminole County:**

Attention: Johnny Edwards, Interim Utilities Director  
Seminole County  
500 West Lake Mary Boulevard  
Sanford, Florida 32773  
E-mail: [wedwards@seminolecountyfl.gov](mailto:wedwards@seminolecountyfl.gov)

**With a Copy to:**

Attention: John Slot, Chief Technology Officer, Administrator for Sustainability and  
Adaptability  
Seminole County  
1101 E. 1st Street

Sanford, Florida 32771  
E-mail: [jslot@seminolecountyfl.gov](mailto:jslot@seminolecountyfl.gov)

**As to Osceola County:**

Attention: Don Fisher, County Manager  
Osceola County  
1 Courthouse Square  
Kissimmee, Florida 34741  
Email: [Don.Fisher@osceola.org](mailto:Don.Fisher@osceola.org)

**As to Orange County:**

Attention: Ed Torres, M.S. P.E., LEED AP, Director, Orange County Utilities  
Orange County  
9150 Curry Ford Road  
Orlando, Florida 32825-7600  
E-mail: [ed.torres@ocfl.net](mailto:ed.torres@ocfl.net)

**As to City of Orlando:**

Attention: Corey Knight, P.E., Public Works Director  
City of Orlando  
400 South Orange Avenue  
Orlando, Florida 32801  
[Corey.Knight@cityoforlando.net](mailto:Corey.Knight@cityoforlando.net)

**As to City of Altamonte Springs:**

Attention: Franklin W. Martz II, City Manager  
City of Altamonte Springs  
225 Newburyport Avenue  
Altamonte Springs, Florida 32701  
E-mail: [FWMartz@Altamonte.org](mailto:FWMartz@Altamonte.org)

**With a Copy to:**

Attention: Bruce Doig, P.E., LEED-AP, Director of Public Works  
City of Altamonte Springs  
950 Calabria Drive  
Altamonte Springs, Florida 32714  
E-mail: [BDoig@altamonte.org](mailto:BDoig@altamonte.org)

**As to City of Winter Springs:**

Attention: Kevin McCann, Mayor  
City of Winter Springs  
1126 E. SR 434  
Winter Springs, Florida 32708

E-mail: [kmccann@winterspringsfl.org](mailto:kmccann@winterspringsfl.org)

**As to City of Oviedo:**

Attention: Bryan Cobb, City Manager  
City of Oviedo  
400 Alexandria Boulevard  
Oviedo, FL 32765  
E-mail: [bcobb@cityofoviedo.net](mailto:bcobb@cityofoviedo.net)

**As to Toho Water Authority:**

Attention: Todd P. Swingle, CEO  
Toho Water Authority  
951 Martin Luther King Boulevard  
Kissimmee, FL 34741  
E-mail: [tswingle@tohowater.com](mailto:tswingle@tohowater.com)

**Section 8. Parties Bound.** This Agreement is binding upon and inures to the benefit of the Parties, and their successors and permitted assigns.

**Section 9. Assignment.** This Agreement may not be assigned by any Party without the prior written approval of all the Parties.

**Section 10. Conflict of Interest.** The Parties shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with any other Party or that would violate or cause third parties to violate the provisions of Part III, Chapter 112, Florida Statutes, as may be amended, relating to ethics in government. Notwithstanding the foregoing, the Parties are not prohibited from entering into other arrangements for biosolids management.

**Section 11. Dispute Resolution.**

(a) In the event of a dispute related to this Agreement, the Parties shall informally meet to resolve such dispute prior to filing a lawsuit or otherwise pursuing legal remedies.

(b) In the event an informal meeting does not resolve the dispute, a Party to this Agreement may notify the other Parties in writing that it wishes to commence formal dispute

resolution with respect to any unresolved dispute under this Agreement. The Parties agree to submit the dispute to a Florida Certified Circuit Court Civil Mediator for mediation, within sixty (60) days following the date of this notice. In the event that any dispute cannot be resolved by mediation, the dispute may be filed in accordance with Section 14 (“Governing Law, Jurisdiction, and Venue”). The Parties further agree that any such action will be tried before the Court, and the Parties hereby waive the right to jury trial as to such action.

(c) Notwithstanding the preceding, court action may be commenced by a Party without first attempting to resolve the dispute informally or through mediation as provided above, if deemed appropriate by a Party to avoid the expiration of an applicable limitations period, seek an injunction to prevent imminent harm, or to preserve a superior position with respect to other creditors.

**Section 12. Reports.** Each Party agrees to promptly provide updates, information, and reports when requested by the EPA or by another Party to provide the public with transparency.

**Section 13. Equal Opportunity Employment.** The Parties shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. The Parties shall take steps to ensure that applicants for employment, and employees are treated equally during employment, without regard to race, color, religion, sex, age, disability, sexual orientation, gender identity or national origin. Equal treatment includes, but is not limited to, the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 14. Governing Law, Jurisdiction, Venue, Attorneys’ Fees and Costs.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be, if in

state court, in a court of competent jurisdiction located in Seminole County, Florida, or, if in federal court, the Florida Middle District, Orlando Division. The Parties shall each bear their own costs, experts' fees, consultants' fees, attorneys' fees, paralegals' fees and other fees at all administrative, pretrial, trial and appellate levels incurred in connection with this Agreement and any litigation or appeals arising either directly or indirectly from this Agreement.

**Section 15. Compliance with Laws and Regulations.** The Parties must abide by all statutes, codes, ordinances, rules, regulations, executive orders, and guidance pertaining to or regulating the provision of this Agreement.

**Section 16. Entire Agreement.**

(a) It is understood and agreed that the entire agreement of the Parties is contained in this Agreement, which supersedes all oral agreements, negotiations, and previous agreements between the Parties relating to the subject matter of this Agreement.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the Parties, except as otherwise specifically provided in this Agreement.

**Section 17. Severability.** If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, the remainder of this Agreement will not be affected, and each remaining term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

**Section 18. Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, constitutes an original, but all counterparts together constitute one and the same instrument.



**Section 19. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret, or construe any provision of this Agreement.

**Section 20. No Third-Party Beneficiaries.** This Agreement is entered into solely between the Parties and may be enforced only by the Parties. Nothing in this Agreement confers upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**Section 21. Authority.** By signing below, the signatory acknowledges that they are officially authorized to sign this Agreement on behalf of their respective Party.

**IN WITNESS WHEREOF,** the Parties have made and executed this Agreement for the purposes stated above.

*[Signatures and attestations on the following pages]*

BOARD OF COUNTY COMMISSIONERS OF  
OSCEOLA COUNTY FLORIDA

By: \_\_\_\_\_  
Chair/Vice Chair

Date: \_\_\_\_\_

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_  
Clerk/Deputy Clerk of the Board

As authorized for execution at the Board of  
County Commissioners meeting of:

\_\_\_\_\_

**ORANGE COUNTY**

By: Board of County Commissioners

By: \_\_\_\_\_  
Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

Attest: Phil Diamond, County Comptroller  
As Clerk of the Board of County Commissioners

[SEAL]

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Printed Name

**CITY OF ORLANDO, FLORIDA,**  
a municipal corporation of the State of Florida

\_\_\_\_\_  
Mayor/Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY  
For the use and reliance of the City of Orlando,  
Florida, only

\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Assistant City Attorney  
Orlando, Florida

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as Mayor/Mayor Pro Tem, and Stephanie Herdocia, City Clerk, of the City of Orlando, Florida.

\_\_\_\_\_  
Notary Public Signature  
Print, Type or Stamp Name of Notary: \_\_\_\_\_

(Affix Notary Stamp or Seal)

\_\_\_\_\_ Personally Known or \_\_\_\_\_ Produced Identification  
Type of Identification Produced \_\_\_\_\_

**CITY OF ALTAMONTE SPRINGS, FLORIDA**

Approved as to form and  
legality for use and  
reliance by the City of  
Altamonte Springs

By: \_\_\_\_\_  
Pat Bates, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
JAMES A. FOWLER, City Attorney

ATTEST: \_\_\_\_\_  
Angela M. Apperson, City Clerk

**STATE OF FLORIDA  
COUNTY OF SEMINOLE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2024, by PAT BATES and ANGELA M. APPERSON, Mayor and City Clerk respectively, of the CITY OF ALTAMONTE SPRINGS, FLORIDA, who are personally known to me and they acknowledged executing the same freely and voluntarily under authority vested in them and that the seal affixed thereto is the true and corporate seal of the City of Altamonte Springs, Florida.

\_\_\_\_\_  
Signature

(Notary Seal)

\_\_\_\_\_  
Print name

Notary Public - State of \_\_\_\_\_

Commission No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

ATTEST:

**CITY OF WINTER SPRINGS**

\_\_\_\_\_  
CHRISTIAN GOWAN, City Clerk

By: \_\_\_\_\_  
KEVIN MCCANN, Mayor

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Anthony A. Garganese, City Attorney

**CITY OF OVIEDO**

\_\_\_\_\_  
Julianna Ross, Asst. City Attorney

By: \_\_\_\_\_  
Megan Sladek, Mayor, City of Oviedo

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Elianne Rivera, City Clerk

**TOHOPEKALIGA WATER AUTHORITY**

By: \_\_\_\_\_  
Todd P. Swingle, CEO/Executive Director

Attest: \_\_\_\_\_  
Alison Smith, Executive Assistant

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Todd P. Swingle, CEO/Executive Director of Tohopekaliga Water Authority, an independent "Special District" created pursuant to Chapter 189, Laws of Florida. He is personally known to me.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.



BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
GRANT MALOY  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
JAY ZEMBOWER, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its \_\_\_\_\_  
20\_\_\_\_, regular meeting.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney  
BP/  
5/23/24  
T:\Users\bpatel\Special Projects\CPRG\MOA v2\Memorandum of Agreement (MOA) - 5.23.24.docx

Attachments:

- Exhibit A – Project Description and Proposed Operating Model
- Exhibit B – Roles, Responsibilities, Commitments, and Benefits

**EXHIBIT A**  
**PROJECT DESCRIPTION AND PROPOSED OPERATING MODEL**

***General Overview***

The Project proposed by the Kissimmee, Orlando, Sanford Metropolitan Statistical Area (“KOS MSA”) will involve a strategic public-private partnership aimed at maximizing resource utilization and minimizing environmental impact by reducing greenhouse gas emissions (“GHG”) commonly generated by current biosolid disposal practices and significantly reducing or eliminating biosolids land application.

As background, biosolids generated by wastewater treatment facilities pose significant environmental challenges, specifically those directed towards landfills or land application for final disposal. Parties represented in the KOS MSA aim to capture methane gas from biosolids and convert it into renewable natural gas (“RNG”) through well-established anaerobic digestion (“AD”) and gas cleaning technology. The RNG will be sold as a commodity and seamlessly integrated into the natural gas pipeline where it will be utilized as compressed natural gas (“CNG”) for fleet vehicles or for use by the local municipal power provider to offset demand for non-renewable gas for power production. The revenue generated from the sale of RNG and associated renewable identification number (“RIN”) credits will be shared among the Parties.

An innovative Super Critical Water Oxidation (“SCWO”) process will be utilized to address contaminants such as per- and polyfluoroalkyl substances (known as “PFAS”) in the residual digested solids, concurrently generating clean steam power. Through the SCWO process, PFAS chemicals are destroyed and biosolids are rendered an inert solid with less than thirty percent (30%) of their initial volume remaining to be land applied or directed to landfills. The additional energy generated will be used onsite to operate the Facility.

***Proposed Operating Model for the Coalition***

Upon receipt of CPRG funding, the Parties propose to engage Bioman LLC as a CPRG subrecipient to design, permit, and construct the Facility in years 1-3 of the Term. The parent company of Bioman LLC, Orlando BioEnergy, LLC, will be privately funding and concurrently constructing a separate AD plant, co-located on the same site as the Facility, to process food waste and other non-biosolid organic materials. Although wastewater biosolids must be isolated from the organic waste being processed by the food waste AD portion of the plant the Project benefits through the synergized approach, as the privately funded plant will be using the same AD technology as the Facility, providing a more economical and viable solution than would be possible with a standalone wastewater biosolids facility.

The Facility will have the capacity to accept 290,000 wet tons/year of biosolids from the Parties. Entities other than the Parties may bring biosolids to the Facility for processing if capacity is available after meeting the Parties’ needs. Once online, the Facility is expected to ramp up in capacity through year 3, achieving 100% capacity in years 4 and 5 of the Term.

***Project Basis and Details***

The two major biosolids disposal practices currently utilized in Central Florida are landfilling and land application, both of which can emit significant amounts of GHGs during the hauling, pre-treatment, and active treatment stages of these processes. Significant volumes of wet sludge must be long hauled via commercial vehicles that typically run on fossil fuels and emit significant amounts of GHGs. Once at the

landfill or land application site, organic matter in the sludge decomposes, releasing potent GHGs such as methane directly into the atmosphere.

To address these issues, the Project proposes to divert biosolids from being landfilled or land applied to instead being processed entirely using AD followed by the emerging technology of SCWO.

Orlando BioEnergy, LLC is currently in the process of designing, permitting, and constructing, through an approximate \$60 million private financial investment, a source separated organics processing facility (“SSOPF”) to service the Central Florida area. At such facilities, a combination of often difficult to handle feedstocks is taken from large urban areas, agriculture, and industry, and then the carbonaceous component is converted into RNG through the AD process. The RNG is used for multiple purposes, depending on the relevant scenario at the facility’s location, either for grid injection, transportation fuel as CNG, or power generation. Further, remaining CO<sub>2</sub> from the process is captured and processed for sale. This gives two output streams, RNG and CO<sub>2</sub> developed from renewable waste products, that can be directly used to replace the equivalent fossil fuel derived products. The Orlando BioEnergy, LLC facility is registered as an SSOPF with the State of Florida, holds an air construction permit, and is anticipated to break ground in November 2024. The CPRG funded Facility for processing biosolids would be designed, permitted, and constructed concurrently with the Orlando BioEnergy LLC plant on the same site located in East Central Florida.

Upgrading AD biogas to grid quality RNG involves a series of sophisticated processes aimed at purifying the biogas into a high-quality, pipeline-grade methane commodity for sale. Initially, the raw biogas, primarily composed of methane and CO<sub>2</sub> along with trace impurities such as hydrogen sulfide and moisture, undergoes pre-treatment to remove contaminants and moisture, typically through methods like desulfurization and dehydration. Following pre-treatment, the biogas enters the upgrading system where it undergoes purification via other established technologies. These processes selectively capture CO<sub>2</sub> and other impurities resulting in a methane-rich gas stream suitable for sale and injection into natural gas pipelines. The production of RNG from AD biogas not only offers a sustainable alternative to fossil fuels but also helps mitigate GHG emissions by converting organic waste into a valuable energy resource.

The Facility will include a CNG dispenser for transportation fuel, constructed and operated by Nopetro Energy. This dispenser will chiefly be used to fuel CPRG funded CNG tractors to haul the Parties’ municipal wastewater biosolids but will also be used commercially and support the CNG revenue sharing of the Parties.

In addition to the production of RNG as a commodity, the CO<sub>2</sub> rich off-gas from the biogas upgrading system can be recovered and sold for an additional revenue stream. The facility will include a CO<sub>2</sub> liquefaction station, which can produce liquid food-grade CO<sub>2</sub> (99.9% purity) in a containerized system with a small footprint. The CO<sub>2</sub> is compressed and dried to completely remove moisture. The CO<sub>2</sub> then passes through a fine filter to remove any remaining odorant compounds or impurities. The purified gas is sent to a CO<sub>2</sub> liquefier from which pure liquid CO<sub>2</sub> is produced. The liquid CO<sub>2</sub> can be used in a variety of industries such as food and beverage, breweries, distilleries, refrigeration, bioethanol facilities, and greenhouses.

The AD digestate from the Facility will be treated using 374Water’s AirSCWO technology. During the SCWO process, the digestate’s temperature and pressure are elevated above the critical point of water (374°C, 221 bar) so that all organic compounds are oxidized rapidly and completely. These conditions prevent the formation of incomplete combustion byproducts and the formation/release of GHGs other

than CO<sub>2</sub>. During SCWO, carbon is converted into a relatively small volume of CO<sub>2</sub> and released in the vent gas. 374Water will design and integrate their patented AirSCWO units into the Facility to execute this step, while working closely with Orlando BioEnergy to optimize the process flow between digestion and SCWO to reduce energy usage. 374Water's AirSCWO system is equipped with an energy recovery system that renders the system net energy-positive once steady state is established (within a few hours from cold start). The efficient startup and shutdown processes are the only time periods where external energy is required and, once self-sustained, only a minor amount of CO<sub>2</sub> is emitted. Excess energy not used in the SCWO process will be used to provide power to the balance of the Facility site. Additionally, the excess heat from 374Water's system will be captured and sent to preheat the AD system, further reducing outside fuel demands and their related emissions.

### ***Revenue Sharing***

The Facility has the potential to create four revenue streams that will be shared between the Facility operator and the Parties. These revenue streams will be generated from the sale of RNG, the sale of the resulting RIN credits, the sale of CO<sub>2</sub> and the processing of biosolids from entities other than the Parties. The CFWEI Advisory Board will be tasked with negotiating the revenue sharing agreement with the Facility operator. The proposed revenue sharing plan for the Parties' revenue allocation is described below.

#### *Proportional sharing*

Revenues generated by the sale of RNG, RIN credits and CO<sub>2</sub> will be directly proportional to the volume of sludge delivered by each of the Parties. Since the volume of sludge will vary greatly depending on the percent solids of the material delivered, revenue sharing will be based on the dry ton equivalent of the solids delivered. This ensures equivalent measurement amongst all the Parties. Each Parties' revenue share from the Parties' biosolids will be calculated on a quarterly basis as follows:

Revenue share = total RNG/RIN/CO<sub>2</sub> revenues from Parties dry tons biosolids X Specific Party dry tons/total Parties' dry tons

For example, if a Party delivered 100 dry tons during the month and the total number of dry tons delivered by all Parties for the month was 1000 tons, the proportional revenue share for that Party would be 100 tons/1000 tons = 10% of RNG/RIN/CO<sub>2</sub> revenues.

Note that the proportional sharing formula only applies to revenues derived from biosolids generated by the Parties. In the scenario of Iron Bridge, where multiple entities contribute biosolids, the volume at Iron Bridge will be attributed to the original contributing parties.

Additionally, there are four potential revenue streams that will be generated by processing biosolids from entities other than the Parties (e.g. RNG, RIN credits, CO<sub>2</sub> sales revenues and tipping fee revenues). The same proportional sharing method will be utilized for these potential revenue streams.

#### *Tipping Fees*

The CFWEI Advisory Board will be tasked with negotiating the biosolids processing tipping fee and hauling fee agreements with the Facility operator. The biosolids processing tipping fee for the Parties will be based on the actual operating cost of the Facility. The hauling fee will be based on the per mile operating cost of hauling sludge from each Party's wastewater treatment plant to the Facility. Any Party may choose to self-haul sludge to the Facility or contract these services to a company other than the Facility operator should they wish to do so with no change in the biosolids processing tipping fee.

The biosolids processing tipping fee and hauling fee for entities other than the Parties will be set at a higher rate than that charged to the Parties. This higher rate will include a revenue share component to be distributed to the Parties. As part of the agreement discussed above, the CFWEI Advisory Board will negotiate a revenue “surcharge” for biosolids processing tipping fees and hauling fees charged to non-Party entities. The “surcharge” will be collected by the Facility operator on behalf of the Parties and will be distributed to the Parties at an agreed upon payment schedule.

**EXHIBIT B**  
**ROLES, RESPONSIBILITIES, COMMITMENTS, AND BENEFITS**

Exhibit B delineates the roles, responsibilities, commitments, and benefits of the Parties who have provided Letters of Intent, included with Seminole County’s application to the EPA for the CPRG. These activities are required to implement the Project funded by the CPRG grant as described in Exhibit A and support the operation of the Facility upon completion of construction.

**Seminole County** has accepted the role as the lead grant applicant and will assume responsibility for all activities related to the administration of the grant award. As the lead applicant, Seminole County is responsible for:

- a) Providing an administrative office within Seminole County to effectuate the terms of the CPRG and this Agreement.
- b) Establishing the CFWEI Advisory Board to provide input on the development, implementation, and operations of the Project.
- c) Coordinating with the Parties during implementation of the Project to keep the Parties informed of progress.
- d) Coordinating the distribution of funds to public and private subrecipient of the CPRG and monitoring the subrecipient’s procurement of subcontractors to construct the Project.
- e) Working with the Orlando Science Center (“OSC”) on a mass scale public education campaign tying in principles from Seminole Education Restoration Volunteer’s (“SERV”) waste to energy education program.
- f) Working with the University of Central Florida to establish a background GHG monitoring program that will collect data to include in the annual and capstone reports of the Project.

The **Parties** will be responsible for:

- a) Appointing a representative to the CFWEI Advisory Board.
- b) Work collectively to develop agreements (“Implementing Agreements”) to implement the Project, including but not limited to, a subrecipient agreement, facility operating agreement, revenue sharing agreement, and hauling agreement, with terms and conditions acceptable to all of the Parties, with the entities referenced in Exhibit A and any other necessary entities.
- c) Providing up to an estimated maximum average daily ton of sludge, shown as dry volume, to the Facility once Implementing Agreements acceptable to the Parties have been executed and the Facility is fully operational, as shown in the table below:

Entity Name	Average Daily Dry Biosolids Tons Delivered to the Facility
Seminole County	4.20
City of Orlando	62
Osceola County	See Tohopekaliga Water Authority
Orange County	58
Tohopekaliga Water Authority	37.88
City of Altamonte Springs	10
City of Winter Springs	2.16
City of Oviedo	2.24

**Benefits**

The Parties recognize the interconnected nature of sustainability and resilience efforts, understanding that these issues transcend individual jurisdictions. With a firm commitment to regional collaboration, the Parties actively support initiatives like the Facility, recognizing its potential to significantly reduce GHG and carbon emissions across the region. By pooling resources and expertise with neighboring counties and municipalities, the Parties anticipate greater effectiveness in achieving environmental goals and fostering long-term sustainability.

Beyond the environmental benefits of reduced emissions and cleaner air, the Parties anticipate additional advantages in the form of potential revenue streams. These revenues could be channeled into enhancing resident services, further improving the quality of life for the communities involved. Moreover, the Project's community engagement component presents a valuable opportunity for the Parties to foster awareness and interest among its residents. By actively involving the community, the Parties aim to bolster its overall sustainability outreach and education efforts, empowering residents to play an active role in shaping the region's future. Moreover, the project will establish a network of greenhouse gas (GHG) monitoring devices throughout the region and develop a skilled workforce capable of analyzing and reporting on the gathered data.

Through collaborative efforts with local post-secondary institutions and technical schools, the Parties aim to leverage the Project to expand access to skills training and educational opportunities for its residents. By aligning educational curricula with the needs of local industries, including those associated with the Project, the Parties seek to equip its workforce with the skills necessary to qualify for higher-wage jobs. This initiative not only enhances economic opportunities for residents but also strengthens the region's economic resilience and competitiveness in the long run.