

May 14, 1987

Board of County Commissioners
Nassau County
Attention: Mr. Carl Cribb

Dear Mr. Cribb:

Please find below the figures you requested regarding the placement of 20 cubic yard refuse containers at the Lofton Creek and Bryceville landfills.

Equipment furnished: 3-20 cubic yard refuse containers
(2 at Lofton Creek and 1 at Bryceville)

Frequency of Service: One pull per day from Lofton Creek to Callahan
six days per week. Two pulls per week from Bryceville
to Callahan.

Hauling Charges: \$90.00 per pull from Lofton Creek to Callahan.
\$112.50 per pull from Bryceville to Callahan.
(Based upon \$90.00 per hour)

Rental Charges: \$50.00 per month per container.

For Example:

2 pulls per week @ Bryceville =	\$ 225.00
6 pulls per week @ Lofton Creek =	+540.00
weekly total	<u>765.00</u>
weeks in month	x 4.3
total monthly hauling	<u>\$3,289.50</u>
rental charges	+150.00
monthly total	<u>\$3,439.50</u>

The above figures are based upon a signed Service Agreement and a stipulation that there will be no landfill charges applied to dump these containers at the Callahan landfill. We would also appreciate having the containers tarped and ready for hauling to Callahan.

Sincerely,


Wilson R. Tennille, President



P.O. BOX 648 • FERNANDINA BEACH, FLORIDA 32034
CALLAHAN 879-2301 • YULEE 261-7186 • FERNANDINA BEACH 261-7186

SERVICE AGREEMENT



P. O. Box 648
Fernandina Beach, Florida 32034

Fernandina Beach
261-7186

Yulee
261-7186

Callahan
879-2301

TERMS AND CONDITIONS

Nassau Sanitation Services, Inc., hereinafter referred to as Company, agrees to furnish the solid waster collection and disposal services and/or equipment specified herein and Customer agrees to make the payments as provided for herein and abide by the terms and conditions of this agreement.

The waste material to be collected and disposed of by Company pursuant to this Agreement is all solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous material. The term "hazardous material" shall include, but not limited to, any amount of waste listed or pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and applicable state law. Company shall acquire title to the solid waste when such is loaded in to Company's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.

Customer acknowledges that it has the care, custody and control of equipment owned by Company and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Company. Therefore, the Customer expressly agrees to defend, indemnify and hold harmless Company from and against any and all claims for loss of or damage to property, or injury to or death of person or persons resulting from or arising in any manner out of Customer's use, operation or possession of any equipment furnished under this Agreement.

The Customer shall not overload the equipment in either weight or volume of waste materials, nor use it for incineration purposes and shall be liable to the Company for loss or damage in excess of reasonable wear and tear.

Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the Company's equipment and vehicles reasonably required to perform the service herein contracted. Company shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

Changes in the Monthly Base Charge and/or other rates, the type, size and amount of equipment and the frequency of service may be agreed to orally or in writing by the parties without affecting the validity of this Agreement. Consent to oral changes shall be evidenced by the practices and actions of the parties.

Customer shall pay Company in advance on a monthly basis for the services and/or equipment furnished by company in accordance with the charges and rates provided for herein. Payment shall be made by Customer to Company within ten (10) days of the receipt of an invoice from Company. Company has the option of temporarily suspending service on the 30th day from the end of the monthly billing period for which payment is outstanding, suspension to continue until account is current. It is understood by both parties to this Agreement that such temporary suspension of service will not earn credit to the monthly charge.

This agreement is for a term of three (3) years from the date hereof and shall be renewed for successive one (1) year periods without further action by the parties, but may be terminated at the end of any three (3) year period by either of the parties hereto by not less than 60 days prior written notice (certified mail).

This agreement shall continue in effect for the terms provided herein and shall apply to changes of service address location or additional service locations of the Customer within the area in which Company provides collection service.

The landfill charges provided for herein shall be automatically adjusted from time to time in accordance with the actual increased charges paid by Company to the landfill operator. Adjustments shall be made upon Company receiving notice from the landfill operator. Company shall notify Customer of the increase and forward a copy of the notice from the landfill operator.

The Monthly Base Charge and/or other rates may be adjusted by Company from time to time upon 30 days notice subject to approval of Customer prior to the effective date of the adjustment.

This Agreement is a legally binding contract on the part of both Company and Customer in accordance with the terms and conditions set out herein. All provisions of this Agreement shall be binding upon and insure to the benefit of both parties, and their respective successors and permitted assigns. None of the Customer's rights or obligations hereunder may be assigned or delegated without the prior written consent of the Company.

In the event Customer terminates this Agreement prior to the expiration of its term other than as provided above, it is agreed and contracted that said Customer shall pay to Company as liquidated damages a sum equal to three months charge to be determined on the basis of the average of the latest three months invoices during the existence of this Service Agreement, or if Customer has not been serviced for three months, Customer's most recent monthly charge multiplied by three. Company agrees that if Customer no longer requires any collection and disposal service for its waste materials, through discontinuance of its business, relocation outside the area in which the Company provides collection service, or similiar reason, Customer may terminate this agreement upon written notice given to the Company at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Company.

In the event Customer fails to pay Company all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Company refers such matter to an attorney, Customer agrees to pay, in addition to the amounts due, any and all costs incurred by Company as a result of such action, including a reasonable attorney's fee.

Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, fires and acts of God.

Agreed to by the undersigned agents of Company and Customer, who hereby represent and warrant that they are authorized and empowered to execute this Agreement on behalf of Company and Customer, respectively.

TERMS: NET 10 DAYS

NASSAU SANITATION SERVICE

BY: Cowd Steam TITLE Sales Rep.
CUSTOMER: James E. Jackson
BY: Board of County Commissioners TITLE Chairman

NEW ACCOUNT _____ SERVICE CHANGE _____ DISCONTINUE _____ TEMPORARY _____

ACCOUNT NO. 005295 LOC. NO. _____ DATE 10-22-86

BILL TO: NASSAU BOARD OF COUNTY COMMISSIONERS

STREET P.O. BOX P.O. BOX 1010

CITY FERNANDINA BEACH STATE FL. ZIP 32034

CUSTOMER NAME SAME

CORPORATION PARTNERSHIP PROPRIETORSHIP

CUSTOMER STREET ADDRESS MICKLER ST.

CONTACT JERRY GREENSON PHONE 879-1029

P.O. NO. _____ NO. OF PICKUPS PER WEEK ONE

SIZE AND NO. OF CONTAINERS: 1-4yd.

OWNER OF EQUIP. NASSAU SANITATION SERVICE

SCHEDULE M T W TH F S SU CALL _____
M T W TH F S SU _____

SPECIAL INFORMATION _____

DELIVERY CHARGE _____ SPECIAL CHARGES _____

MONTHLY CHARGE \$45.50 EXTRA PICKUP \$15.00

DELIVERED BY _____ DATE COMPLETED _____

DATE JOB SCHEDULED _____

SERVICE AGREEMENT

TERMS AND CONDITIONS



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In the event Customer fails to pay Company all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Company refers such matter to an attorney, Customer agrees to pay, in addition to the amounts due, any and all costs incurred by Company as a result of such action, including a reasonable attorney's fee.

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TERMS: NET 10 DAYS
NASSAU SANITATION SERVICE
BY: Ledney Homan TITLE: Vice Pres.
CUSTOMER: Nassau County Board of County Commission
BY: Gene R. Blackwelder TITLE: Chairman

NEW ACCOUNT _____ SERVICE CHANGE _____ DISCONTINUE _____ TEMPORARY _____

ACCOUNT NO. _____ LOC. NO. _____ DATE May, 1987

BILL TO: Board of County Commissioners

STREET P.O. BOX P. O. Box 1010

CITY Fernandina Beach, STATE FL ZIP 32034

CUSTOMER NAME Board of County Commissioners, Nassau County

CORPORATION PARTNERSHIP PROPRIETORSHIP

CUSTOMER STREET ADDRESS Lofton Creek landfill and Bryceville landfill

CONTACT _____ PHONE Lofton Creek-6

P.O. NO. _____ NO. OF PICKUPS PER WEEK Bryceville-2

SIZE AND NO. OF CONTAINERS: 3-20 cubic yard roll-off containers

OWNER OF EQUIP. Nassau Sanitation Service

SCHEDULE M T W TH F S SU CALL _____
M T W TH F S SU _____

Containers to be tarped by landfill attendant and ready.
SPECIAL INFORMATION \$90.00 per pull from Lofton Creek and
\$112.50 per pull from Bryceville:: No landfill charges
will be applied for dumping at the Callahan landfill.

Rental charges - \$50.00 per month per container.

Hauling DELIVERY CHARGE \$3,289.50 per mo. Rental SPECIAL CHARGES \$150.00 per mo.
Total MONTHLY CHARGE \$3,439.50 per mo. EXTRA PICKUP _____

* DELIVERED BY _____ DATE COMPLETED _____

DATE JOB SCHEDULED _____