



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P.O. Box 1010
Fernandina Beach, Florida 32034

Jim B. Higginbotham	Dist. No. 1 Fernandina Beach
Hazel Jones	Dist. No. 2 Fernandina Beach
Tom Branan	Dist. No. 3 Yulee
James E. Testone	Dist. No. 4 Hilliard
Jimmy L. Higginbotham	Dist. No. 5 Callahan

July 28, 1989

T.J. "Jerry" GREESON
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

Mr. Ernest E. Frey
Deputy Assistant Secretary
Northeast District
3426 Bills Road
Jacksonville, Florida 32207

RE: OGC Case No.: 87-166

Dear Mr. Frey:

Enclosed please find a proposed Settlement Agreement that the Board approved at its meeting on Wednesday, July 26, 1989.

As you are aware, they have also retained David M. Griffith and Associates, and they have prepared a report for the County that will serve as guidelines in negotiating with the private companies, if the County pursues that option. In addition, the consultant has provided the County with detailed financial information that will assist the County, should the County decide to operate the landfill themselves.

If you have any questions regarding the Settlement Agreement, please do not hesitate to contact me. We would also be more than willing to go to Tallahassee when you present the Settlement Agreement to the Secretary if you think this is necessary.

Sincerely yours,



MICHAEL S. MULLIN

MSM/am
Enclosure
CC: Board of County Commissioners
T. J. Greeson
Bill Lecher, County Engineer

BEFORE THE STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL REGULATION

STATE OF FLORIDA DEPARTMENT)	IN THE OFFICE OF THE
OF ENVIRONMENTAL REGULATION)	NORTHEAST DISTRICT
)	
Petitioner,)	OGC CASE NO.: 87-166
)	
-v-)	
)	
NASSAU COUNTY,)	
)	
Respondent.)	
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SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into this _____ day of _____, 1989, by and between the FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (hereinafter referred to as "Department"), and NASSAU COUNTY, FLORIDA, (hereinafter referred to as "Respondent"), to reach settlement of certain matters at issue between the Department and the Respondent.

The Department and the Respondent agree to and acknowledge the following:

1. The Department and the Respondent entered into a Consent Order on or about December 20, 1988.

2. The parties have met and discussed the Consent Order and the requirements thereof on numerous occasions.

3. The Respondent has proposed this Settlement Agreement as it cannot meet the timetable requirements of the Consent Order. Specifically, the timetable requirements of Paragraph 22.

THEREFORE, the Respondent and the Department mutually agree, and it is ORDERED:

4. The provisions of Paragraphs 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and 19 of the Consent Order shall remain in full force and effect.

(a) The Groundwater Monitoring Plan is being prepared by the Respondent's consultant for submittal to the Department.

5. The provisions of Paragraph 20 have been met by the Respondent.

6. The provisions of Paragraph 21 have been met, and the Respondent has selected the site for its Class I Sanitary Landfill, which is the West Nassau Landfill Site.

7. The time requirements set forth in Paragraph 22, having been extended until July 31, 1989, or further extended for a period of one (1) year until June 15, 1990, subject to the following occurring on or before:

(a) August 25, 1989: The Nassau County Board of County Commissioners ("Board") shall enter into negotiations pursuant to the Consultants' Competitive Negotiation Act, based upon the Board's acceptance of the firms, or the Board will request qualifications from interested consultants for the design and permitting of new Class I and Class III landfills and for closure plans of the existing landfill. Upon receipt of qualifications, the Board will short list the consultants and begin negotiating a contract with the top ranked consultant.

PENALTY FOR NON-COMPLIANCE: \$1,000.00 per day.

(b) November 6, 1989: The Board shall have entered into a contract to design and permit new Class I and Class III landfills and closure of the existing facility or design consultant to design and permit new Class I and Class III landfills and closure of the existing facility. The contracted design consultant or operator will immediately commence hydro-geological investigation of the West Nassau Landfill site as required for design purposes. The Board will commence negotiations to acquire approximately one hundred thirty (130) acres from the Nassau County School Board at the West Nassau site to accommodate the new Solid Waste Facility.

PENALTY FOR NON-COMPLIANCE: \$1,000.00 per day.

(c) December 1, 1989: The design consultant or the

contracted operator shall have commenced design of the Class I and Class III landfills and closure plans for the existing landfill.

PENALTY FOR NON-COMPLIANCE: \$1,000.00 per day.

(d) April 15, 1990: The design consultant or operator shall have completed a hydro-geological study and submitted a preliminary design for the Board's and the Department's review. Any changes or modifications will be returned to the design consultant for incorporation into the final design. Real property for the solid waste facility shall have been acquired by Nassau County.

PENALTY FOR NON-COMPLIANCE: \$1,000.00 per day.

(e) June 15, 1990: The design consultant or operator shall have submitted a complete permit application for the design of a new Class I landfill and the closure of the existing landfill to the Respondent who will in turn forward to the Department for its review and approval.

PENALTY FOR NON-COMPLIANCE: \$5,000.00 per day.

8. The provisions of Paragraph 23 will be met by Respondent within thirty (30) days of the approval of the application.

9. The provisions of Paragraphs 24, 25, 26, 27, 28, 29, and 30 remain in full force and effect.

10. For and in consideration of the complete and timely performance by Respondent of the obligations agreed to in the Settlement Agreement, the Department hereby waives its right to seek judicial imposition of civil penalties concerning the issues involved in this Settlement Agreement except as to those penalties agreed to by the parties and set forth herein.

11. The provisions of Paragraph 31 of the Consent Order are hereby vacated in consideration of the provisions of Paragraph 10, above.

12. The Respondent has complied with the provisions of Paragraph 32.

13. The provisions of Paragraph 33 shall remain binding on Respondent as well as Paragraphs 34, 35, 36, and 37.

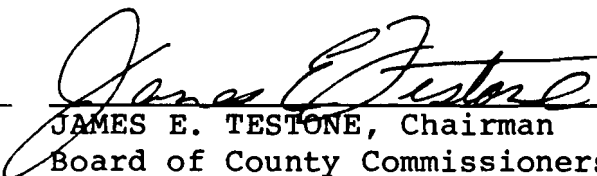
14. Respondent is fully aware that a violation of the terms of the referenced Consent Order may subject the Respondent to judicial imposition of damages, civil penalties of up to ten thousand dollars (\$10,000.00) per offense and criminal penalties including the amounts set forth herein by the parties.

15. The provisions of Paragraph 39, 40, 41, 42, and 43 remain in full force and effect.

16. The requirements set forth in Exhibit "I", attached to the Consent Order of December 20, 1988, remain in full force and effect.

FOR RESPONDENT:

July 26, 1989
DATE



JAMES E. TESTONE, Chairman
Board of County Commissioners
Nassau County, Florida
Post Office Box 1010
Fernandina Beach, Florida 32034

DONE and ORDERED this _____ day of _____,
1989, in _____, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL REGULATION

ERNEST E. FREY
Deputy Assistant Secretary
Northeast District
3426 Bills Road
Jacksonville, Florida 32207
(904) 798-4200

Copies Furnished To:

John Ingle, Office of General Counsel, DER
Nassau County Board of County Commissioners