

Agreement Between Nassau County and Industrial Water Services, Inc. for Leachate Transportation and Disposal

This contract entered into this date August 14, 1995, by and between Nassau County Board of County Commissioners (County) and Industrial Water Services, Inc. (IWS).

SCOPE OF WORK

IWS will transport, treat, and dispose of non-hazardous leachate water from the Nassau County Solid Waste Landfill located in Callahan, Florida.

The following requirements and specifications will be a necessary part of the total leachate management system at the West Nassau Landfill:

1. Availability - IWS will have the resources available for service six (6) days a week, during normal landfill operating hours. However, some emergency service may be required. If emergency service is necessary, response time during normal working hours will be: If notified by 10:30 a.m., response will not be later than 2:00 p.m.; if notified after 10:30 a.m., response will not be later than 8:00 a.m. the next normal work day. All other times will be within 24 hours of notification.

2. Coordination - IWS will provide a dispatcher at their facility during normal working hours and 2-way communication via C.B. radio between transport vehicles and dispatcher and transport vehicles and landfill office.

3. Minimum Resources - IWS will provide or have available the following resources at no additional charge:

a. hoses for connection between storage tanks and transport vehicle, between leachate sumps and transport vehicle, between frac tank and transport vehicle, etc.

b. valves for all connections as required

c. pumps necessary to remove leachate from collection point to transport vehicle.

d. 20,000 gallon frac tank.

e. Vacuum truck

f. a minimum of four fully operational self contained tank transport units.

g. annual sampling in compliance with Florida DEP operating permit requirements and any Federal, State, and local rules and regulations. Annual samples will be taken from the landfill and not from transport vehicles. The first sample will be taken within 30 days of contract commencement.

4. Manifests - IWS will provide a non-hazardous manifest for each load before removal from the landfill.

TERM OF CONTRACT

Contract shall be for a one (1) year period, beginning on the date on which this Agreement shall become fully executed. This contract may be renewed subject to mutual agreement by both parties.

PRICING

County shall pay IWS a unit price of \$0.055 per gallon of leachate actually hauled and received at IWS' facility.

CONDITIONS

All trucks will be manifested as non-hazardous. A copy of each manifest will be signed by a county representative and IWS' assigned driver at the time of pick up. The original copy, signed by IWS at the receiving facility, will be returned to the Landfill. The County will receive a copy of the completed manifest with the invoice for record keeping purposes.

Payment Terms: Net 30 Days.

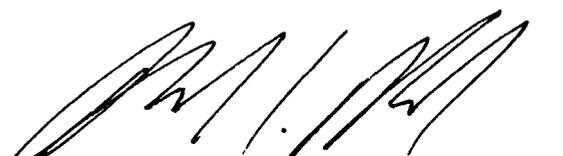
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first written above.

ATTEST:



T. J. Greeson, Ex- Officio Clerk

APPROVED AS TO FORM:



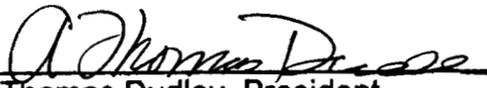
Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS



Jim B. Higginbotham, Vice Chairman

INDUSTRIAL WATER SERVICES, INC.


A. Thomas Dudley, President

WITNESS:







Department of Environmental Protection

Lawton Chiles
Governor

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590

Virginia B. Wetherell
Secretary

July 28, 1995

CERTIFIED-RETURN RECEIPT

Mr. Gary R. Horwitch, P. E.
HMA Environmental Services, Inc.
14503 Bammel-North Houston Road, Suite 100
Houston, Texas 77014

Dear Mr. Horwitch:

West Nassau Vertical Expansion, Class I Landfill
Modification No. 270180 of issued Permit No. SC45-174427

Your request to modify the referenced permit by adding Industrial Water Services, Inc. as an approved facility to receive leachate from the West Nassau Landfill has been reviewed by Department staff. The modification request consists of documents received on May 2, 1995 and June 19.

This Notice of Modification does not alter the expiration date, the General Conditions or Specific Conditions, with the exception of Specific Condition 29 as noted below, or monitoring requirements of the permit, unless so indicated specifically in the modification. **This letter must be attached to the original permit.**

Specific Condition 29 shall read as follows:

29. Leachate generated at the landfill shall be transported to either Envirotech Wastewater Treatment Plant or Industrial Water Services, Inc., located in Jacksonville, Florida, provided that sample results do not indicate that the material is hazardous and provided that the constituents do not exceed the limitations established for the treatment facility. Should the leachate test hazardous or the constituents exceed the limitations established for the treatment facility, the Permittee shall ensure that the material is properly handled and that the requirements of Specific Condition 23 are met.

Since the proposed modification is not expected to result in any adverse environmental impact or water quality degradation, the permit is hereby modified as requested. By copy of this letter, we are notifying all necessary parties of the modification.

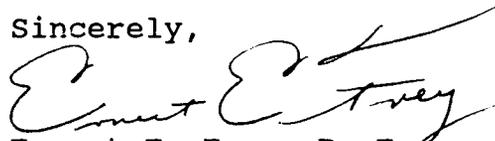
Mr. Gary R. Horwitch, P. E.
July 28, 1995
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This letter constitutes final agency action unless a person substantially affected by this action requests an administrative hearing pursuant to Section 120.57, Florida Statutes. The petition must be filed within fourteen (14) days from receipt of this letter. The petition must comply with the requirements of Florida Administrative Code Rule 28-5.201 and be filed pursuant to Rule 17-103.155(1) in the Office of General Counsel of the Department of Environmental Protection at 3900 Commonwealth Boulevard, MS #35, Tallahassee, Florida 32399-3000. Petitions which are not filed in accordance with the above provisions will not be accepted by the Department. If a formal hearing pursuant to Section 120.57(1), is requested, at such formal hearing all parties shall have an opportunity to respond, to present evidence and argument on all issues involved, to conduct cross-examination of witnesses and submit rebuttal evidence, to submit proposed findings of facts and order, to file exceptions to any order or hearing officer's recommended order, and to be represented by counsel. If an informal proceeding is requested, the agency will, in accordance with its rules of procedure, give affected persons or parties or their counsel an opportunity, at a convenient time and place, to present to the agency or hearing officer, written or oral evidence in opposition to the agency's action or refusal to act, or a written statement challenging the grounds upon which the agency has chosen to justify its action or inaction, pursuant to Section 120.57(2), Florida Statutes. The hearing process is designed to formulate agency action. Accordingly, the Department's final action as a result of a hearing may be different from the position taken by it in this stage. Therefore, any person who may wish to contest the Department's ultimate permitting decision must petition for a hearing within the fourteen-day period described above.

Failure to file a request for a hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Section 120.57, Florida Statutes.

If you have any questions about this matter, please contact Mary C. Nogas at the letterhead address or telephone (904) 448-4320.

Sincerely,



Ernest E. Frey, P. E.
Director of District Management

W MF
MCN:imc

cc: Mr. Robert McIntyre, Nassau County
Honorable Jimmy L. Higginbotham, BOCC, Nassau County

FILED on 7/28/95 pursuant to S. 120.57, Florida Statutes. A file is maintained in the District Management Clerk's office, receipt of which is hereby acknowledged.

Margaret Lockamy 7-28-95
Clerk Date