

Received  
6-13-97 B.O.

AGREEMENT FOR SOLID WASTE DISPOSAL

THIS AGREEMENT (The "Agreement") is made and entered into the 1st day of June, 1997, by and between NASSAU COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Kimmins Recycling Corporation (hereinafter referred to as ("Kimmins"), and supersedes the Agreement for Solid Waste Disposal between Nassau County and Kimmins that expires August 14, 1996.

BACKGROUND FACTS

Nassau County operates the West Nassau Class I Sanitary Landfill (the "Landfill") located on US Highway 1, immediately north of Callahan, Florida.

Kimmins has developed and will continue to develop business arrangements with commercial, institutional, industrial, manufacturing, governmental and other customers in the geographic area in which the Landfill is permitted to accept Solid Waste. Kimmins will also develop business with customers in geographic areas adjacent to the Permitted Service Area (hereinafter defined) of the Landfill with the reasonable expectation that the Permitted Service Area may be modified, as provided herein, in order that the Landfill may be authorized to accept Solid Waste from sources in the Permitted Service Area collected and delivered by Kimmins.

The parties desire to enter this Agreement to provide for the disposal of Solid Waste generated from sources in the Permitted Service Area and collected and delivered by Kimmins to the Landfill and to set forth the terms, conditions, rights and remedies of the parties thereto appertaining.

RECITAL OF CONSIDERATION

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt of which and the adequacy of which are mutually acknowledged, with each party accordingly waiving any challenge to the sufficiency of such consideration, it is mutually covenanted, promised and agreed by the parties hereto as follows:

AGREEMENT

1. Definitions

(a) "Ton" means 2,000 pounds.

(b) "Change in Law" means any amendment to, or promulgation of any federal, state, county, city or local statute, rule, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon:

(1) the design, construction, operation, maintenance or closure of the Landfill;

(2) the disposal of Solid Waste by the Landfill, or which statute, rule, regulation, or ordinance requires the County to seek either an amendment or modification to, or reissuance of, any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any Governmental Body entitling the County, or the Landfill to construct, operate, maintain, or close, or to dispose of Solid Waste or imposes additional requirements or prohibitions upon such construction, operation, maintenance, closure or disposal:

- (3) the legal ability of Kimmins to deliver Solid Waste to the Landfill, or the legal ability of the Landfill to accept Solid Waste delivered by Kimmins.
- © “Class I Solid Waste Disposal Facility” means any Class I landfill so classified under Rule 62-701.340(3) (a) and ©, Florida Administrative Code, or any successor rule or regulation thereto, together with all contiguous land and structures, other appurtenances, and improvements on the land used for Solid Waste management.
- (d) “Cost Substantiation” means, with respect to certain operating and capital costs or charges set forth in paragraph 5(d) for which Nassau County seeks to be compensated hereunder, the delivery to Kimmins of a written statement signed by an authorized representative of the Contractor.
- (1) setting forth in reasonable detail the nature and amount of such cost or charge,
  - (2) stating in substance that such cost or charge was or will be actually paid or incurred by Nassau County as a direct result of an event giving Nassau County the right to be compensated therefor under this Agreement, and
  - (3) stating in substance that such cost or charge is reasonable with regard to then existing market conditions for the equipment, materials, service, labor, commitment or other item provided.
- (e) “Department” means the Florida Department of Environmental Protection and any successor agency thereto.
- (f) “Permit” means the written authorization issued by a regulatory agency with jurisdiction for the siting, construction and/or operation of a Solid Waste Disposal Facility, provided all procedural standards, performance standards and conditions set forth therein are met.
- (g) “Permit Modifications” means a change or alteration to the procedural standards, performance standards or conditions of a Permit
- (h) “Permitted Service Area” means the counties or other geographic locations from which the Landfill is authorized to accept Solid Waste under the terms of its Permit issued by the Department as such Permit may be modified from time-to-time.
- (I) “Scales” means a platform truck scale weighing device which meets with the design specifications and performance accuracy requirements of the scale code in the National Institute of Standards and Technologies Handbook 44, and which interfaces directly with a Solid Waste management system.
- (j) “Solid Waste” means Class I and other non-hazardous solid waste as described in Section 407.703(13), Florida Statutes, permitted to be disposed in a lined Class I landfill under the rule and regulations of the Department.
- (k) “Solid Waste Disposal Facility” means any Solid Waste management facility as defined in Section 403.703(11), Florida Statutes, or any successor statute thereto or agency rules promulgated thereunder.
- (1) “Landfill” means the Class I Solid Waste Disposal Facility portion of the facility owned by the County located on US Highway 1, immediately north of Callahan, Florida, and all future expansions thereto, and more particularly described in the text and map attached hereto as Exhibit “A” and in the Department’s Permit NO. SC45-286904, and includes any lands immediately

contiguous to said facility which may later be included within the limits of the foregoing permit or any successor operating Permits for the facility.

## 2. TERMS

Unless sooner terminated as provided herein, the initial term of this Agreement shall commence On the date hereof and shall continue thereafter for a period of 120 consecutive calendar months (the "Term"). At anytime after the 60<sup>th</sup> calendar month either party may terminate this Agreement by delivering to the County written notice of termination no later than one year prior to the effective termination date.

## 3. RIGHTS AND OBLIGATIONS OF KIMMINS

- (a) On the date the initial term of this Agreement commences and continuing throughout the Term of this Agreement, subject to paragraph 4 (a) hereof, Kimmins shall have the right to deliver to the Landfill, Solid Waste generated in he Permitted Service area.
- (b) Kimmins shall provide notification to its customers in the Permitted Service Area that Hazardous Waste shall not be placed in Kimmin's equipment and Kimmins shall use its best efforts to prevent the delivery of any Hazardous Waste or any waste other than Solid Waste from the generators to the Landfill.
- © If any Hazardous Waste or any waste other than Solid Waste transported by Kimmins is delivered to the Landfill, the County shall have recourse against Kimmins or any third party otherwise responsible.

## 4. RIGHTS AND OBLIGATIONS OF NASSAU COUNTY

- (a) Beginning on the date the Term of this Agreement commences and continuing throughout the Term of this Agreement, the County shall cause to be accepted at the Landfill for disposal therein Solid Waste transported by Kimmins from generators in the Permitted Service Area. Within 30 days hereof, and thereafter no later than June 1 of each year, beginning June 1, 1998, Kimmins shall notify the County of its best estimate of the average daily tonnage and the total annual tonnage of Solid Waste to be delivered to the Landfill from generators in the Permitted Service Area during the county's next ensuing fiscal year. Nassau County shall accept at the Landfill all the Solid Waste estimated by Kimmins to be delivered to the Landfill each County fiscal year, up to a maximum of 250 tons per day (monthly average based on a six day week 77,500 TPY) of Solid Waste, beginning the date hereof.
- (b) The County shall maintain at the Landfill such Scales as may be required by law and/or any regulatory agency with jurisdiction, and shall cause all Solid Waste delivered by Kimmins to be weighed thereon. The results of each such weighting shall be permanently and accurately recorded. The County, at its cost and expense, shall test and recalibrate the Scales ay may be required by law or rule.
- © The County shall maintain a weight record containing the weight, date, time, and vehicle that delivers waste to the Landfill. The County shall deliver copies of such weight record to Kimmins, along with its invoice for disposal for that month, following the end of each calendar month.
- (d) In the event that the Scales become inoperable so as to preclude the weighing of vehicles and Solid Waste, then the County shall utilize other reasonable methods mutually agreed to estimate or determine the basis for charging the Disposal Fee for Solid Waste generated in the Permitted Service Area.

FAYED

- (e) Kimmins shall have the right to periodically review a copy of the County's annual aerial survey and other engineering reports and calculations identifying the capacity remaining at the Landfill.
- (f) In no event may the County enter into any agreement, or otherwise permit, the receipt and disposal at the Landfill of Solid Waste generated outside the Nassau County if the impact thereof encroaches upon the Solid Waste disposal capacity at the Landfill necessarily reserved to Kimmins under the terms of the Agreement.

5. CONSIDERATION AND DISPOSAL FEES

- (a) The fee to be charged to Kimmins by the County for receiving Solid Waste transported by Kimmins from generators in the Permitted Service Area for disposal at the Landfill shall be as follows: \$33.00 per Ton if the total monthly tonnage receipts are less than 1,800 Tons and \$31.00 per ton if the total month tonnage receipts are 1,800 or Greater. Any month 1,800 Tons or greater are received the cost per ton is \$31.00 retroactive to and including the First Ton.
  - Example No. 1: 1,750 Tons = (1,750 x \$33.00 = \$57,750.00)
  - Example No. 2: 1,830 Tons = (1,830 x \$31.00 = \$56,730.00)

Kimmins will deliver a minimum of 20,000 tons per year (average of 64 tons per day based on a six day week) of Solid Waste to the landfill.

- (b) On each October 1, beginning in 1997, except during the years when the County shall review the Disposal Fee pursuant to paragraph 5© hereof, the Disposal Fee for the immediately ensuing year shall be adjusted upward or downward on the basis of the percentage of upward or downward change, if any, in the Consumer Price Index South Group - All Urban Customers - All Items (1982-84-100), as published by the U.S. Department of Labor, Bureau of Labor Statistics (the "Base Index Number"). Utilizing the index most recently published prior to August 31 thereafter, beginning in 1996 (the "Current Index Number"), the foregoing adjustment shall be calculated and become effective for a particular year on October 1 first occurring after each such August 31, beginning in 1996. If at the time of calculation the Current Index Number is greater or less than the Base Index Number, the Disposal Fee for the immediately ensuing year, beginning on the said October 1, shall be increases or decreased, as the case may be, from the Disposal Fee which was in effect on the Commencement Date of this Agreement by an amount equal to the percentage by which the Current Index Number exceeds or is less than the Base Index Number. In the event the U.S. Department of Labor, Bureau of Labor Statistics, ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- © Beginning the third calendar quarter of 2002, the County shall review the amounts of the disposal fees charged to large volume users, and determine the comparative competitiveness and reasonableness of the Disposal Fees. In order to maintain the Disposal Fees at a competitive level, the County may take the appropriate action, as follows:
  - (1) The County and Kimmins may renegotiate the Disposal Fees and increase or decrease the amount of the Disposal Fees, provided that the change in Disposal Fees shall not exceed 10.0 percent, or
  - (2) The County and Kimmins may agree to forego the annual rate adjustment provided in Section 5(b) hereof for one or more years, or
- (d) Payment of the Disposal Fee shall be made within thirty days after Kimmins receives an invoice from the County. Following the delivery of written notice to Kimmins that Kimmins is thirty days delinquent in paying the Disposal Fee, the County may refuse to receive Solid Waste transported by Kimmins to the Landfill for disposal until the delinquent Disposal Fee has been paid in full.

- (a) Limitations Upon Consent. Whenever, under the terms of this Agreement, either party is called upon to give its written consent, and except as provided under subparagraph (g), such written consent will not be unreasonably withheld.
- (b) Form of Consent. All consents and approvals of any kind required under this Agreement shall be in writing. Whenever under this Agreement shall be in writing. Whenever under the terms of this Agreement shall be in writing. Whenever under the terms of this Agreement either party is

6. MISCELLANEOUS

- (1) Kimmins shall not be entitled to deliver to the Landfill Solid Waste generated in any county except those counties within the Permitted Service Area. If Kimmins desires to deliver Solid Waste generated in a county other than a county in the Permitted Service Area, Kimmins shall request that the County apply to the Department for all required Permit modifications to include such county in the Permitted Service Area and Kimmins shall cooperate with and assist the County in obtaining such modifications. Kimmins shall pay the out-of-pocket expenses (including reasonable consultants fees) incurred by the County in obtaining such modifications.
- (h) The County, for the duration of this Agreement: (1) shall have the continuing obligation, and shall take all actions necessary, to apply for, timely seek renewal of, and maintain in good standing any and all Permits, including but not limited to those pertaining to construction, operating, storm water, environmental matters, as may be necessary for the continuous and lawful operation of the Landfill; and (2) shall take no actions which would adversely affect the retention of any and all Permits, including but not limited to those pertaining to construction, operating, storm water, environmental matter, as may be necessary for the continuous and lawful operation of the Landfill. In the event any such Permit is not in good standing Kimmins shall have the right to terminate this Agreement immediately upon written notice to the County.
- (g) In the event that the County incurs additional capital or operating costs for the design, permitting, construction, operation, maintenance or closure of the Landfill resulting from a Change in Law after the date of this Agreement, the County shall be entitled to increase the Disposal Fee in an amount to compensate the County for such increase in cost. Kimmins shall have the right to seek reimbursement from its customers for any increase in the Disposal Fee due to a Change in Law. If Kimmins is unsuccessful in requiring, in Kimmins sole opinion a sufficient number of customers to pay such increase, Kimmins shall then have the option to renegotiate the Disposal Fee or to terminate this Agreement at any time thereafter.
- (f) In the event that the Landfill is unable to continue to receive Solid Waste, the County may designate an alternate Solid Waste disposal facility located within Nassau County for receipt and disposal of Solid Waste transported by Kimmins. In such event, and effective sixty days following delivery or written notice from the County to Kimmins thereof, the County may unilaterally increase the disposal fees only to the extent of the actual cost increase experienced by the County for the disposal of Solid Waste at such facility. In the event of such increase, Kimmins, may, at its sole option, declare this Agreement to be terminated, such termination effective ten days following Kimmins' written notice thereof to the County. All provisions of this Agreement otherwise applying to the Landfill shall likewise be applicable to said alternate Solid Waste disposal facility to the extent reasonably practicable.
- (e) Kimmins shall deliver to the County a payment bond in the amount of the estimated monthly disposal fee for Solid Waste delivered by Kimmins pursuant to this Agreement, multiplied by three. The amount of such payment bond shall be calculated (1) upon the execution hereof, and (2) thereafter annually on the anniversary hereof. Such Payment bond shall be effective as of the day Kimmins commences delivery of Solid Waste under this Agreement.

authorized to give consent, such consent may be given and shall be conclusively evidenced by a writing executed by an appropriate officer.

- © Notices, Documents, and Consents. All notices required to be given or authorized to be given by any party pursuant to this Agreement shall be in writing and shall be deemed delivered when served personally, when deposited with the United States Postal Service for delivery by certified mail, or when deposited with nationally recognized overnight delivery service for delivery:

To the County:

County Coordinator  
Nassau County Courthouse  
P. O. Box 1010  
Fernandina Beach, FL 32034

To Kimmins:

Kimmins Recycling Corporation  
Attn: J. Reese Stewart  
140 Stockton Street  
Jacksonville, FL 32204

With a Copy to:

Director of Solid Waste Management  
Rt. 1, Box 178  
Callahan, FL 32011

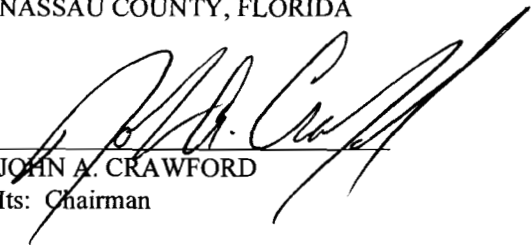
- (d) Amendments. This Agreement may be amended from time to time only by written agreement duly authorized and executed by the parties hereto.
- (e) Severability. If any provisions in this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect any of the remaining provisions of the Agreement, and this Agreement shall be enforced as if such invalid and unenforceable provision had not been contained herein.
- (f) Execution of Documents. Each party agrees that it will execute any and all documents or other instruments, and take such other action as is necessary to give effect to the terms and intent of this Agreement.
- (g) Assignment. Neither party may assign, transfer, or otherwise vest in any other person, any of its rights or obligations under this Agreement without the prior written consent of the other party. Except as otherwise expressly provided else wherein this Agreement, such consent may be withheld for any or no reason, the provisions of subparagraph (a) to the contrary notwithstanding.
- (h) Successor and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- (I) Waiver. No waiver by either party of any term or condition of this Agreement will be deemed or construed as waiver of any other term or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, subparagraph, clause, phrase, or other provision of this Agreement. Making payments pursuant to this Agreement during the existence of a dispute shall not be deemed to and shall not constitute a waiver of any of the claims or defenses of the party making such a payment.

- (j) Governing Law and Venue. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be in Nassau County, Florida.
- (k) Confidentiality. All written materials or oral communications between either party shall be deemed public information and shall remain a matter of public record in perpetuity unless otherwise provided or allowed by law.
- (l) Time is of the Essence. Time is of the essence with respect to this Agreement and each of its terms and provisions.
- (m) Remedies. Each party shall have the right to seek the judicial enforcement and interpretation of this Agreement, and to avail itself of all remedies available to it arising at law or in equity for the breach of this Agreement. Remedies are mutually available, and include damages and specific performance, as appropriate.
- (n) Attorneys' Fees and Cost. In the event of any action or administrative proceeding between the parties arising under this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs, including such fees and costs incurred by it in the pursuit of any appellate proceedings, regardless of whether such action or administrative proceeding is pursued before any state or federal court or agency.
- (o) Indemnification. The County shall indemnify Kimmins fully and hold it harmless for and on account of any injuries or damages sustained or costs incurred by the County or any third party, arising under the various and sundry laws, and the rules and regulation promulgated thereunder, of any federal, state, regional or local governmental entity or agency thereof pertaining to environmental protection, as a result of the County's ownership or operation of the Landfill. Such indemnification shall include to the duty on the part of the County (1) to defend Kimmins, and to pay all attorneys' fees and cost arising from such defense, including those associated with proceedings before regulatory agencies, actions at law or equity, and appeals from decisions rendered thereunder; (2) to undertake all actions and pay all fines, penalties, damages and costs levied which Kimmins otherwise is legally obligated to undertake or pay.
- (p) Negligence of Kimmins. The provisions of subparagraph (o) shall not apply to the extent the active negligence on the part of Kimmins is the proximate cause of the matter(s) to which the indemnification from the County to Kimmins provided thereunder otherwise would apply.
- (q) Transportation Corridor. Except in an emergency, Kimmins will not transport Solid Wasste over that portion of SR 200/U.S. A.A lying between Yule and Callahan or that portion of SR 115 between Jacksonville and Callahan .

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.


BOARD OF COUNTY COMMISSIONERS

NASSAU COUNTY, FLORIDA



\_\_\_\_\_  
JOHN A. CRAWFORD  
Its: Chairman

Attest: KIMMINS RECYCLING CORPORATION

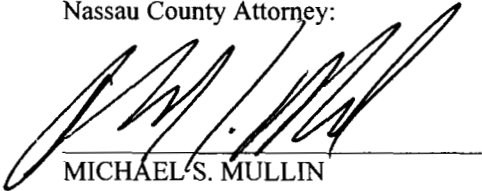


\_\_\_\_\_  
JOSEPH M. "CHIP" OXLEY  
BY: \_\_\_\_\_  
Its: Ex-Officio Clerk



\_\_\_\_\_  
BY: J. Reese Stewart

Approved as to form by the  
Nassau County Attorney:



\_\_\_\_\_  
MICHAEL S. MULLIN



RECEIVED  
12/9/96

NASSAU COUNTY SOLID WASTE DEPARTMENT  
APPLICATION  
SOLID WASTE HAULERS PERMIT

Date Received: \_\_\_\_\_ Date Approved Disapproved: 1/27/97

Business Lic. No. 8962-161 County Coordinator: [Signature]

Name of Company: Kimmins Recycling Corp

Designated Place of Business: 140 Stackton St. Jax, FL 32204

Attach Brief Description of Corporate History: A Commercial + Industrial Hauler of Solid Waste + Recycling Material in Duval Co.

Permit to Collect & Dispose of Solid Waste from:  
(Check all that apply)

Residential Property

Commercial Property

Identify Solid Waste Disposal Facility to be used:

Name: West Nassau Landfill

Address: Rt 1 Box 178 Callahan (32011)

Owner: Nassau County

Operator: Nassau County

If other than West Nassau Landfill, provide written and verifiable evidence that the above facility is operating under a current and valid Permit or Consent Order issued by the Florida Department of Environmental Protection or its successor in function or another comparable governmental agency.

Permit # \_\_\_\_\_ Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- I. Provide a statement that Applicant has adopted and will maintain and enforce a policy of non-discrimination. NC ORD 96-12 Sect 3.04
- II. Provide a statement that the Applicant has a performance Bond or Letter of Credit in Force. NC ORD 96-12, Sect 3.05
- III. Provide proof that the Applicant has required Liability Insurance, Hold Harmless & Workers Comp. Required. NC ORD 96-12, Sect 3.05
- IV. Provide an affidavit of the Actual or Estimated cost of the investment in equipment, land & other facilities. NC ORD 96-12 Sect 3.07
- V. Provide a complete list of equipment, numbers and description to be utilized with this Permit.

In Place

1/31  
Solid Waste  
Division

# ACORD CERTIFICATE OF LIABILITY INSURANCE

PAGE 1 OF 1

DATE (MM/DD/YY)  
31-JUL-1996

PRODUCER  
Willis Corroon Corporation of Florida  
7650 Courtney Campbell  
Causeway, Suite 920  
Tampa FL 33607  
281-2095

Shari Harrison  
INSURED

Kimmins Recycling Corp.  
1501 Second Avenue  
Attn: Patti Jolicoeur  
Tampa FL 33605

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY National Union Fire Ins. Co. of Pittsburgh  
**A**
- COMPANY Reliance National Indemnity Company  
**B**
- COMPANY Reliance National Insurance Co.  
**C**
- COMPANY  
**D**

COVERAGES

REPORTED AS OF 01-AUG-1996

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT	NGA149436407	01-AUG-1996	01-AUG-1997	<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$ 3,000,000</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td>\$ 1,000,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td>\$ 50,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr> </table>	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS-COMP/OP AGG	\$ 1,000,000	PERSONAL & ADV INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 50,000	MED EXP (Any one person)	\$ 5,000				
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EL DISEASE-EA EMPLOYEE	\$		1,000,000																		
	OTHER																				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

Nausau County Board of County Commissioners  
Post Office Box 1010  
Fernandina  
Beach FL 32035

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

TRUCK#	YR	TYPE	MAKE	IDENTIFICATION NUMBER	TAG NUMBER
<del>20-701</del>	89	FEL	MACK	1M2K138COKM002876	M5959G
<del>20-703</del>	90	FEL	MACK	1M2K195C9LM002416	M6011G
20-707	92	FEL	MACK	1M2K191C8NM003047	M0869E
20-708	92	FEL	MACK	1M2K191C6NM003077	M0868E
20-711	94	FEL	MACK	1M2K195C8RM005543	M5700T
20-713	93	FEL	MACK	1M2K195C9PM004222	M7841C
20-714	90	FEL	MACK	1M2K17EC8LM003500	M7840C
20-715	90	FEL	MACK	1M2K175C5LM003647	M7839G
20-722	95	FEL	WHITE	4V2DCFBE9SN695442	M1718V
20-727	95	FEL	WHITE	4V2DCFBE7SR708357	M1725V
20-912	90	R/O	MACK	1FDZY90W6LVA12231	M6711F
20-914	90	R/O	MACK	1M2B197C9LM007192	M7422G
20-951	90	R/O	MACK	1M2B209C7LM007553	M7417G
20-952	90	R/O	MACK	1M2B209C3LM007811	M3328G
20-954	91	R/O	MACK	1M2B209C6MM008064	M7420G
20-957	91	R/O	MACK	1M2B209C8MM008065	M6010G
<del>20-959</del>	91	R/O	MACK	1M2B209C1MM008067	M4942G
20-508	95	CON DEL	INTERN'L	1HTSCAAMXSH260761	
09-335		950F	CAT		
09-337		950F	CAT		
09-102		853	BOBCAT		
09-806		LOADER	TCM		
09-336		950F	CAT		DEMO
10-138		HOE	KAMATSU		DEMO
R-80		FORKLIFT	CAT		SHOP
20-720	86	FEL	MACK		SCRAP
20-721	87	FEL	MACK		SCRAP
20-505	85	CON DEL	FORD		SCRAP

*Transferred*

*Transferred*

1710

83-943/631  
15

11/19 1996

**KIMMINS RECYCLING CORP.  
PETTY CASH-JACKSONVILLE**  
140 STOCKTON ST.  
JACKSONVILLE, FL 32204

PAY TO THE ORDER OF Nassau County Board of County Commissioners \$ 500<sup>00</sup>/<sub>100</sub>

FIVE HUNDRED

 SECURITY MARKING SYSTEM

100 DOLLARS



*P. R. [Signature]*

FOR 982-103 Permit.

⑆001710⑆ ⑆063109430⑆ 60 161 172⑆

received  
12/12/96 B.D.



# KIMMINS RECYCLING CORP.

140 STOCKTON STREET • JACKSONVILLE, FLORIDA 32204 • (904) 350-9336 • FAX (904) 356-9136

December 10, 1996

Mr. Bob McIntyre  
Solid Waste Director  
Nassau County Solid Waste Department  
441 N. Kings Rd.  
Callahan, FL 32011

*Put w/ Kimmins  
Application & give  
to me for Walto  
approval.*

Dear Bob:

I am writing this letter to formally request a Waiver of Section 3.06, Designated Place of Business, in the Hauler's Franchise Agreement document. We are requesting a waiver based on the following:

- o Our location at 140 Stockton Street in Jacksonville is in very close proximity to Nassau County.
- o Kimmins Recycling Corp. has invested over \$1,000,000 in our facility.
- o We will install a local, toll-free telephone line for Nassau County customers to use when calling our facility.

I am also enclosing a copy of our Nassau County Occupational license. Please feel free to contact me or Reese Stewart if you should need any further information or clarification on this matter. Your consideration of our request is greatly appreciated.

Sincerely,

A handwritten signature in cursive that reads 'Mel Schock'.

Mel Schock  
Sales Manager

Encl.

cc Reese Stewart

RECYCLING & GARBAGE HAULING

STATE OF FLORIDA

# NASSAU COUNTY OCCUPATIONAL LICENSE

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE SHOWING TRANSACTION NUMBER, DATE AND AMOUNT PAID.

THIS LICENSE IS FURNISHED IN PURSUANCE OF CHAPTER 205, FLORIDA STATUTES AND COUNTY ORDINANCE NO. 72-17.

5736

KIMMINS RECYCLING CORP  
140 STOCKTON ST  
JACKSONVILLE FL  
32204

**1996-1997**

COUNTY \$ 11.00

PENALTY \$ \_\_\_\_\_

ORIGINAL

AMOUNT DUE \$ 11.00

NOTE - A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS LICENSE EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION AS STATED ABOVE FOR THE PERIOD BEGINNING AUGUST 1, 1996 AND ENDING ON SEPTEMBER 30, 1997.

TYPE OF BUSINESS CHAPTER 72-306.

THIS LICENSE IS VALID ONLY IF NO OTHER LAW OR ORDINANCE IS VIOLATED, ESPECIALLY ZONING

**GWENDOLYN M. MILLER, C.F.C.**

TAX COLLECTOR, NASSAU COUNTY

P. O. BOX 708

FERNANDINA BEACH, FLORIDA 32035-0708

205.471  
PUBLIC SERVICES

8962-161 8/15/96