

WASTE TIRE RECYCLING
SERVICE AGREEMENT

The following Agreement is made this 12th day of October, 1998 by and between Nassau County, 440 S. Kings Road, Callahan, FL 32011 and Florida Tire Recycling, Inc. (hereinafter referred to as FTR), 9675 Range Line Road, Port St. Lucie, FL 34987 for the collection and recycling of waste tires from the Nassau County Department of Solid Waste. Whereas the parties have agreed as follows:

1. FTR will provide a 45' long, enclosed over-the-road trailer to be placed as designated by the Department of Solid Waste for the purpose of collecting waste tires accumulated by the Department.
 - a. Nassau County agrees to provide a suitable parking area for the trailer. Said area shall be paved and shall allow ready access by the FTR vehicle servicing the site.
 - b. Nassau County agrees to accept custody of the trailer and to reimburse FTR for any damage to the trailer that may occur as a result of actions or negligence on the part of County personnel or customers.

2. Any type of waste tires may be loaded into the trailer including tires with rims. The parties also agree:
 - a. The waste tires will not exceed 1200 x 20 in size.
 - b. The waste tires shall be free of dirt, grease or hazardous wastes.
 - c. No cut, sectioned or baled tires shall be loaded into the trailer.

2. Any scrap metal salvaged from removing rims from waste tires that are loaded into the trailer shall become the property of FTR.

3. The trailer shall be loaded by County employees and/or customers and not by FTR personnel.

4. Nassau County shall notify FTR when a trailer is full at which time FTR shall dispatch an over-the-road tractor to drop an empty trailer and collect the full one. Title to the waste tires shall pass to FTR when FTR's vehicle exits County property.

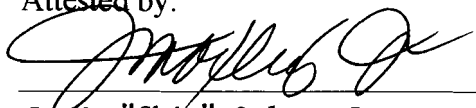
5. FTR shall not be liable for any personal injury or loss suffered by County personnel or customers that may occur to said personnel or customers while loading waste tires into the trailer.

6. The cost to Nassau County for the services described are as follows:
 - a. There shall be a one-time fee of \$250.00 to install the first empty trailer.
 - b. The cost to transport and recycle the waste tires deposited into the trailer shall be \$97.50 per ton.

- c. Nassau County shall weight FTR's vehicle as it enters and exits the County's solid waste site and shall provide FTR with a receipt showing the net weight collected which shall be used for rendering an invoice to the County.
 - d. The minimum weight per load of waste tires shall be ten tons. If the net weight of a load is less than ten tons, the County shall be invoiced based on the minimum of ten tons. If the net weight of a load exceeds ten tons, the county shall be invoiced based on the actual weight.
 - e. The cost per ton includes the cost to remove the rim from any tires mounted on rims.
7. FTR shall maintain permits from the Florida Department of Environmental Protection for the collection and processing of waste tires. Copies of current collection and processing permits are attached as Exhibit 1.
 8. FTR shall maintain workers compensation insurance, automobile fleet insurance and commercial liability insurance in limits of not less than \$1 million (as applicable.) Upon execution of this agreement FTR shall cause of certificate of insurance to be issued to Nassau County evidencing such coverage.
 9. The term of this Agreement shall be for one year beginning from the date first noticed above and shall continue from year to year unless cancelled by either party by written notice at least thirty days prior to the renewal date.
 10. Notice shall be deemed to be properly given if delivered by hand, by registered mail or by commercial courier service to the addresses shown above.
 11. This Agreement shall be interpreted under the laws of the State of Florida.
 12. This Agreement may not be assigned or transferred by either party and may only be amended by mutual written agreement executed by both parties.

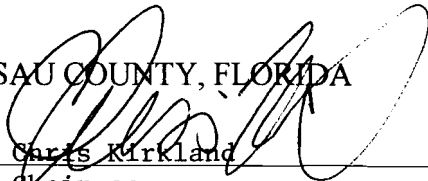
THIS BEING THE ENTIRE AGREEMENT, THE PARTIES HERETO HAVE SET THEIR HANDS BELOW:

Attested by:

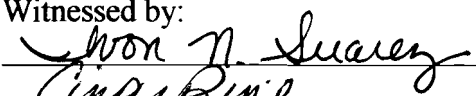


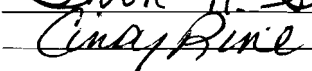
 J. M. "Chip" Oxley, Jr.
 Ex-Officio Clerk

NASSAU COUNTY, FLORIDA

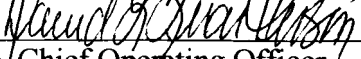

 By _____
 Title Chairman
 Date October 12, 1998, 1998

Witnessed by:





FLORIDA TIRE RECYCLING, INC.

By 

 Title Chief Operating Officer
 Date September 2, 1998



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
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Fernandina Beach, Florida 32035-1010

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JOSEPH M. "Chip" OXLEY, JR.
Ex-Officio Clerk

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

October 20, 1998

Florida Tire Recycling, Inc.
9675 Range Line Road
Port St. Lucie, FL 34987

Dear Sirs:

Enclosed is a fully executed original Waste Tire Recycling Service Agreement as approved by the Nassau County Board of County Commissioners on October 12, 1998.

Please let us know if we may be of any assistance or furnish additional information.

Sincerely,

J. M. "Chip" Oxley, Jr.
Ex-Officio Clerk

jmg

Enclosure

(904) 225-2610 Board Room; 321-5703, 879-1029, (800) 958-3496

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