



May 16, 2002

Mr. Walt Gossett
County Administrator
Nassau County
PO Box 1010
Fernandina Beach, FL 32035

Dear Walt,

I am very excited to be writing you this letter about an opportunity that Gateway Disposal just discovered. One of our customers called us today to say that they will be starting a major clean up project in a few weeks. The material to be cleaned up is the same material that the Nassau County landfill has accepted in the past. Analyticals are attached. The amount of volume is huge - 40,000 tons - which equates to approximately 1,818 tractor-trailer loads. If we could work with the County to help secure this volume at a competitive rate, I believe it would help both our bottoms lines (especially as the County nears the end of its fiscal year). Currently, Gateway has a rate of \$18.50 for special waste at Camden County. Would you be willing to match this rate for this specific job?

Also, I am proud to point out that Gateway is now averaging over 3,000 tons per month at the Nassau County Landfill. We truly value our relationship with the County and appreciate the opportunity to bring our waste to you. The contract between the County and Gateway states that after Gateway disposes over 3,000 tons per month for three consecutive months that Gateway has the right to renegotiate the disposal rate with the County. I would very much like to set an appointment with you and the appropriate County representatives to discuss this contract provision.

Please know that I view the special waste project and the contract disposal rate as two very different opportunities. As much as I would love a \$18.50 MSW rate, I realize that won't happen. Please let me know when you have a break in your schedule to discuss the matters mentioned above. I am hopeful that we can meet towards the end of next week so that we don't miss out on the special waste opportunity.

Thank you for your time and consideration.

Sincerely,

Mary Middleton O'Brien
Vice President

Cc: Wally Hall, COO
Charlie Gray, General Manager
Tammy Wilson, Sales Manager

APPROVED

9798 Normandy Boulevard • Jacksonville, FL 32221
tel (904) 783-7000 fax (904) 783-7001

DATE 6-10-02 JHB

Specialty Chemicals



GENERAL CHEMICAL CORPORATION
 90 EAST HALSEY ROAD
 POST OFFICE BOX 397
 PARSIPPANY, NJ 07054-0397
 (201) 515-0900

HiClay® Alumina

Description: HiClay® Alumina is a kaolinite like clay which is an economical source of alumina for the manufacture of cement and other products. In addition, HiClay® Alumina is a filler intermediate for the production of sealants, rubber compounds, paint formulations, plastics and other applications. The product also has been used as a fortification agent in the preparation of specialty compost blends.

Source: HiClay® Alumina is produced as a co-product in the manufacture of aluminum sulfate at over 30 manufacturing locations in the United States and Canada.

Typical Chemical Analysis:	Alumina (Al ₂ O ₃)	20% - 35%
	Silica (SiO ₂)	24% - 35%
	Titanium Dioxide (TiO ₂)	7% - 19%
	Iron Oxide (Fe ₂ O ₃)	1% - 2%

Specific Gravity: ≈ 3.3

Bulk Density: ≈ 75 lb/ft³

Color: Light Gray - White

Typical Particle Size Distribution:	Less than 350 microns	> 95%
	Less than 50 microns	> 50%
	Less than 2 microns	> 40%

Safety Precautions: Those responsible for the procurement, use or disposal of this product should familiarize themselves with the appropriate safety and handling precautions involved. A Material Safety Data Sheet may be obtained by contacting General Chemical.

For Additional Technical Information: General Chemical Corporation
 Jack W. Barnett
 Telephone (201) 515-1813
 Telefax (201) 515-3241

All statements, information and data given herein are believed to be accurate and reliable but are presented without guarantee, warranty or responsibility of any kind, express or implied. Statements or suggestions concerning possible use of our product are made without representation or warranty that any such use is free of patent infringement and are not recommendations to infringe any patent. The user should not assume that all safety measures are indicated or that other measures may not be required.


**PRODUCT SAFETY
DATA SHEET**
HiClay
A. GENERAL INFORMATION

TRADE NAME (COMMON NAME) HiClay		<input type="checkbox"/> C.A.S. NO. <input type="checkbox"/> GENERAL PRODUCT CODE Not Applicable	
CHEMICAL NAME (ARB/DR SYNONYM) Clay and Bauxite			
FORMULA Variable-complex mixtures of silicates, aluminas, titanium dioxide, bauxite and non-crystalline silica		MOLECULAR WEIGHT Not Applicable	
ADDRESS (No., STREET, CITY, STATE AND ZIP CODE) General Chemical Corporation 90 East Halsey Road Parsippany, New Jersey 07054			
CONTACT Manager, Product Safety	PHONE NUMBER (201) 515-1840	LAST ISSUE DATE Jan. 1988	CURRENT ISSUE DATE Nov. 1995

B. FIRST AID MEASURES

		EMERGENCY PHONE NUMBER (800) 631-8050
Eyes:	Flush immediately with water, continuing for at least 15 minutes. If irritation persists, get medical attention.	
Skin:	Flush with plenty of soap and water, remove contaminated clothing. If irritation develops, get medical attention.	
Inhalation:	Promptly remove to fresh air.	
Ingestion:	If conscious, immediately give a large quantity of water or milk. Get medical evaluation.	

C. HAZARDOUS INFORMATION
HEALTH

INHALATION	Nuisance dust - no particular hazard due to toxicity, if dry.
INGESTION	May cause discomfort if swallowed.
SKIN	May cause skin irritation, especially after repeated or prolonged contact.
EYES	May cause mechanical irritation.
PERMISSIBLE CONCENTRATION: AIR (SEE SECTION J)	BIOLOGICAL
10 mg/m³ for nuisance particulates for dry residue.	None established
UNUSUAL CHRONIC TOXICITY	
OTHER KNOWN	

I ENVIRONMENTAL

DEGRADABILITY/AQUATIC TOXICITY

Not Established

OCTANOL/WATER PARTITION COEFFICIENT

Not Applicable

EPA HAZARDOUS SUBSTANCE? (CLEAN WATER ACT SECT. 311) YES NO

IF SO, REPORTABLE QUANTITY: _____

40 CFR

WASTE DISPOSAL METHODS (DISPOSER MUST COMPLY WITH FEDERAL, STATE AND LOCAL DISPOSAL OR DISCHARGE LAWS)

116-117

Material is non-hazardous. Can be scooped up and shoveled into a container for disposal.

RCRA STATUS OF UNUSED MATERIAL IF DISCARDED

Not a "Hazardous Waste"

HAZARDOUS WASTE NUMBER: (IF APPLICABLE)

Not Applicable

40 CFR

261

I REFERENCES

PERMISSIBLE CONCENTRATION REFERENCES

ACGIH: "THRESHOLD LIMIT VALUES FOR CHEMICAL SUBSTANCES...", 1993-94

REGULATORY STANDARDS

DOT CLASSIFICATION

Not Regulated

49 CFR

173

GENERAL

C ADDITIONAL INFORMATION

For manufacturing use only.
Not for food or drug use.

THIS PRODUCT SAFETY DATA SHEET IS OFFERED SOLELY FOR YOUR INFORMATION, CONSIDERATION AND INVESTIGATION. GENERAL CHEMICAL CORPORATION PROVIDES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE DATA CONTAINED HEREIN.

C. HAZARDS (CONT)

FIRE AND EXPLOSION

FLASH POINT Non-Flammable <input checked="" type="checkbox"/> OPEN CUP <input type="checkbox"/> CLOSED CUP	OC AUTO IGNITION TEMPERATURE Not applicable	BC FLAMMABLE LIMITS IN AIR IS BY VOL. LOWER -	Not Applicable UPPER -
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UNUSUAL FIRE AND EXPLOSION HAZARDS
None

D. PRECAUTIONS/PROCEDURES

FIRE EXTINGUISHING AGENTS RECOMMENDED
Non-Flammable

FIRE EXTINGUISHING AGENTS TO AVOID
None

SPECIAL FIRE FIGHTING PRECAUTIONS
None

VENTILATION
Provide local exhaust if dusty conditions prevail with dried material.

NORMAL HANDLING
Minimize generation of dusts, if dried.

STORAGE
No unusual requirements.

SPILL OR LEAK (ALWAYS WEAR PERSONAL PROTECTIVE EQUIPMENT - SECTION 6)
Scoop up for reuse.

SPECIAL PRECAUTIONS/PROCEDURES/LABEL INSTRUCTIONS Not applicable	SIGNAL WORD -
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E. PERSONAL PROTECTIVE EQUIPMENT

RESPIRATORY PROTECTION
Where required, use a respirator approved by NIOSH for dusts of dried material.

EYES AND FACE
Use eye protection.

HANDS, ARMS, AND BODY
Wear protective gloves if prolonged or repeated exposure is expected.

OTHER CLOTHING AND EQUIPMENT

F. PHYSICAL DATA

MATERIAL STATE AT NORMAL CONDITIONS:		APPEARANCE AND ODDOR	
<input type="checkbox"/> LIQUID	<input checked="" type="checkbox"/> SOLID	<input type="checkbox"/> GAS	Grey to reddish brown powder, damp powder or slurry.
BOILING POINT		SPECIFIC GRAVITY ($\rho_{20} / \rho_{4}^{\circ}$)	VAPOR DENSITY ($\rho_{air} / \rho_{air}^{\circ}$)
Not applicable		OC	Approximately 3.3 of dried material
MELTING POINT		OC	Not applicable
SOLUBILITY IN WATER (IC by Weight)		VAPOR PRESSURE (mm Hg at 20°C) <input type="checkbox"/> (PSI) <input type="checkbox"/>	
Not Applicable		Not Applicable	
EVAPORATION RATE (Butyl Acetate @ 31°C) <input type="checkbox"/> (Ethyl @ 31°C) <input type="checkbox"/>		% VOLATILES BY VOLUME (At 20°C)	
Not Applicable		Not Applicable	

G. REACTIVITY DATA

STABILITY	CONDITIONS TO AVOID
<input type="checkbox"/> UNSTABLE	<input checked="" type="checkbox"/> STABLE
None	
INCOMPATIBILITY (MATERIALS TO AVOID)	
None	
HAZARDOUS DECOMPOSITION PRODUCTS	
None	
HAZARDOUS POLYMERIZATION	CONDITIONS TO AVOID
<input type="checkbox"/> MAY OCCUR	<input checked="" type="checkbox"/> WILL NOT OCCUR
None	

H. HAZARDOUS INGREDIENTS (Mixtures Only)

MATERIAL OR COMPONENT / C.A.S. #	WT. %	HAZARD DATA (SEE SECT. 1)
Aluminum Sulfate/100-43-01	<3	ACGIH TLV: 2 mg(AI)/c

Advanced Disposal Services, LLC
9250 Baymeadows Road Suite 220
Jacksonville, Florida 32256
Telephone (904) 737-7900

FACSIMILE TRANSMITTAL COVER SHEET
Fax # (904) 636-0699

Date: Thursday, May 16, 2002

Number of pages including this Cover Sheet: 9
Please deliver the following pages to:

Name: Walt Gossett
Company: Nassau County

Fax #: 904-321-5784
From: Mary M. O'Brien

CC: Bob McIntyre, Nassau Co. Landfill

Comments: Please deliver immediately – time sensitive

The information contained in this facsimile message is privileged and confidential and as such is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address VIA the U.S. postal service. Thank you.

02 MAY 16 PM 4:00
RECEIVED
COUNTY COORDINATORS
OFFICE

APPROVED

DATE 6-10-02 *JAB*

AGREEMENT FOR SOLID WASTE DISPOSAL

THIS AGREEMENT (this Agreement) is made and entered into this 13th day of August, 2001, by and between NASSAU COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "The County") and GATEWAY DISPOSAL, a Florida Corporation (hereinafter referred to as "GATEWAY").

BACKGROUND FACTS

Nassau County operates the West Nassau Class I Sanitary Landfill (hereinafter referred to as "The Landfill") located on U.S. Highway 1, immediately north of Callahan, Florida, Nassau County, a political subdivision of the State of Florida (hereinafter referred to as "The County"). GATEWAY is developing and will continue to develop business arrangements with commercial, institutional, industrial, manufacturing, and other customers in the geographic area in which the West Nassau Landfill is permitted to accept Solid Waste. GATEWAY desires to dispose of Solid Waste generated by its customers within such area in the West Nassau Landfill. Nassau County has agreed to accept and dispose of Solid Waste from sources in the Permitted Service Area of the Landfill collected and delivered by GATEWAY.

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

RECITAL OF CONSIDERATION

NOW, THEREFORE, in consideration of the premises and mutual covenants herein, and for Ten Dollars and 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: 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", with respect to weights shall mean 2,000 pounds.

- (b) "Change in Law" means any amendments to, or promulgation of any federal, state, county, city, or local statute, rule, regulation, or ordinance first becoming effective 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 West Nassau Landfill;
 - (2) the disposal of Solid Waste at the West Nassau Landfill, or which statute, rule, regulation, or ordinance requires Nassau County to seek either an amendment or modification to, or reissuance of, any permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body required for Nassau County. To construct, operate, maintain or close the West Nassau Landfill, or to dispose of Solid Waste of the West Nassau Landfill, or imposes additional requirements or prohibitions upon such construction, operation, maintenance, closure or disposal.
- (c) "Class I Solid Waste Disposal Facility" means any Class I Landfill so classified under Rule 62-701.340(3)(a) and (c), 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 GATEWAY 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) "Disposal Fee" is defined in Paragraph 5(a).
- (g) "Hazardous Waste" means hazardous waste, as defined in Section 403.703(21), Florida Statutes, or any successor statute thereto, or agency rules(s) promulgated thereunder.
- (h) "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.
- (i) "Permitted Service Area" means the geographical area, as specified from time to time under applicable law, rules, regulations and Permits, from within which Solid Waste that is generated may be received for disposal at the West Nassau Landfill.
- (j) "Permit Modifications" means a change or alteration to the procedural standards, performance standards or conditions of a Permit.
- (k) "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.
- (l) "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 rules and regulations of the Department.
- (m) "Solid Waste Disposal Facility" means any Solid Waste management facility as defined in Section 403.703(11) Florida Statutes permitted to be disposed in a lined Class I landfill under the rules and regulations of the Department.

- (n) "Tons Per Day" or "TPD" means the number of tons of Solid Waste delivered by GATEWAY to the West Nassau Landfill each operating day (excluding Sundays) averaged over each calendar month.
- (o) "Waste Screening Program" means a program for detecting and preventing regulated quantities of Hazardous Waste from entering a Class I Solid Waste Disposal Facility or Transfer Station and includes random inspection of incoming loads of Solid Waste, record keeping, training, and procedures to notify the proper regulatory agency (ies) when regulated quantities of Hazardous Waste have entered such Class I Solid Waste Disposal Facility or Transfer Station. Such program shall not conform at a minimum to the requirements of the applicable Permit, the rules of the Department as promulgated in the Florida Administrative Code, or as otherwise approved by the Department.
- (p) "West Nassau Landfill" means the Class I Solid Waste Disposal Facility portion of the facility owned by Nassau County located on U.S. Highway 1, immediately north of Callahan, Florida, and more particularly described in the text and map attached hereto as Exhibit "A" and in the Department's Permit No. SC45-174427, 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 Permit.

2. TERM

Unless sooner terminated or extended as provided herein, the initial term of this Agreement shall commence on the date hereof and shall continue until September 30, 2002. GATEWAY, at its option, with written consent of the county, may extend the Term for twenty four (24) consecutive calendar months from and after the initial term upon written notice given at least ninety (90) days prior to the expiration of said initial term. Nassau County and Gateway Disposal shall renegotiate the disposal fee if GATEWAY exercises its option to renew, and shall be subject to mutual agreement based upon market conditions and any increase in the county's operational cost.

3. RIGHTS AND OBLIGATIONS OF GATEWAY

- (a) On the date the initial term of the Agreement commences and continuing, throughout the Term of this Agreement (as it may be extended), GATEWAY shall have the right to deliver to the West Nassau Landfill, Solid Waste

generated in the Permitted Service Area, up to the maximum amount set forth in paragraph 4(a) hereof.

- (b) GATEWAY shall implement and enforce a program for preventing the deposit of regulated quantities of Hazardous Waste into its collection equipment, and for detecting any such Hazardous Waste in its equipment, in accordance with usual and customary waste collection practices.
- (c) GATEWAY shall provide notification to its customers in the Permitted Service Area that Hazardous Waste shall not be placed in GATEWAY'S equipment and GATEWAY shall use its reasonable business efforts to prevent the delivery by GATEWAY of any Hazardous Waste or any waste other than Solid Waste to the West Nassau Landfill. If any Hazardous Waste or any waste not permitted is disposed or at the West Nassau Landfill that is delivered by GATEWAY, GATEWAY will be responsible for the clean up and removal of said waste.

4. RIGHTS AND OBLIGATIONS OF NASSAU COUNTY

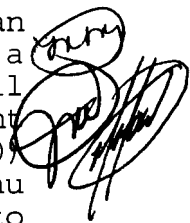
- (a) Beginning on the date the Term of this Agreement commences and continuing throughout the Term of this Agreement (as it may be extended), Nassau County shall cause to be accepted at the West Nassau Landfill for disposal therein all Solid Waste transported by GATEWAY from generators in the Permitted Service Area, but outside Nassau County, up to three hundred twenty-five (325) TPD; provided, however, that GATEWAY may increase such maximum subject to Nassau County's written consent. No later than June 1 of each year, beginning June 1, 2002, GATEWAY shall notify Nassau County of its best estimate of the quantity of Solid Waste to be delivered to the West Nassau Landfill from generators in the Permitted Service Area for the annual period beginning on the upcoming October 1.
- (b) Nassau County shall use its reasonable business efforts to prevent the disposal of Hazardous Waste or any waste other than Solid Waste at the West Nassau Landfill. As used herein, the term "reasonable business efforts" shall mean the implementation, rigorous enforcement, and continuous updating of a Waste Screening program as set forth in the most current edition of the document entitled "Waste Screening at Municipal Solid Waste Management Facilities," as periodically revised and published by the United States Environmental Protection Agency.

- (c) Nassau County shall maintain at the West Nassau Landfill such scales as may be required by law and/or any regulatory agency with jurisdiction, and shall cause all Solid Waste delivered by GATEWAY to be weighed thereon. The results of each such weighing shall be permanently and accurately recorded. Nassau County, at its cost and expense, shall test and recalibrate the scales as may be required by law or rule, or reasonably requested by GATEWAY. GATEWAY representatives may observe such weighing and recordation upon reasonable notice.
- (d) Nassau County shall maintain a weight record containing the weight, date, time, and vehicle identification number of each GATEWAY vehicle that delivers waste to the West Nassau Landfill. Nassau County shall deliver copies of such weight records to GATEWAY along with its invoice for disposal for that month, following the end of each calendar month.
- (e) In the event that the scales become inoperable so as to preclude the weighing of vehicles and Solid Waste, then Nassau County shall utilize other reasonable methods mutually agreed with GATEWAY to estimate or determine the basis for charging the Disposal Fee for Solid Waste generated in the Permitted Service Area.
- (f) GATEWAY shall have the right periodically review a copy of Nassau County's annual aerial survey and other engineering reports and calculations identifying the capacity remaining at the West Nassau Landfill.

5. CONSIDERATION AND DISPOSAL FEES

- (a) The total fee (including all taxes and other charges) to be charged to GATEWAY by Nassau County for receiving Solid Waste transported by GATEWAY from generators in the Permitted Service Area for disposal at the West Nassau Landfill shall be as follows (the "Disposal Fee"): For the first 3000 tons per month the fee shall be \$25.25 per ton per month. Nassau County and Gateway Disposal agree to revisit the disposal fee after the first ~~six (6)~~^{year} months of this contract. If the average exceeds 3000 tons per month in any three (3) month period during the first year of the contract, Nassau County and Gateway Disposal will renegotiate the disposal fee. The amounts of the above described disposal fees have been established based on the expected annual volume of Solid Waste to be

delivered by GATEWAY from sources in the Permitted Service Area. The Disposal Fee shall not be increased even if GATEWAY fails to deliver to the West Nassau Landfill the expected annual volume of Solid Waste, except as expressly provided in paragraph 5(a) hereof.

- (c) GATEWAY shall deposit or issue to the County an irrevocable Letter of Credit/Payment Bond drawn on a bank chartered by the State of Florida which shall equal three months' established disposal fee. Payment of the Disposal Fee shall be made within thirty (30) days after GATEWAY receives an invoice from Nassau County. Following the delivery of written notice to GATEWAY that GATEWAY is thirty (30) days delinquent in paying the Disposal Fee, Nassau County may refuse to receive Solid Waste transported by GATEWAY to the West Nassau Landfill for disposal until the delinquent Disposal Fee has been paid in full. 
- (d) In the event that Nassau County incurs additional capital or operating costs for the design, permitting, construction, operating, maintenance or closure of the West Nassau Landfill directly resulting from a Change in Law, Nassau County shall be entitled to proportionately (based on GATEWAY'S tonnage in relation to all tonnage) increase the Disposal Fee in an amount to compensate Nassau County for such increase in cost; provided, however, that Nassau County shall not be entitled to increase the Disposal Fee unless, within thirty (30) days after the Change in Law in question and at least thirty (30) days prior to the effective date of such increase, Nassau County gives GATEWAY, in writing, notice and a description of such Change in Law, a detailed explanation of the impact of the Change in Law upon Nassau County's operating and capital costs, and providing Cost Substantiation of such increased costs. GATEWAY shall have the right to seek reimbursement from its customers for any increase in the Disposal Fee due to a Change in Law.
- (e) Nassau County, for the duration of this Agreement: (i) shall have the continuing obligation, and shall take all actions necessary, and diligently, 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, stormwater, environmental matters, as may be necessary for the continuous and lawful operation of the West Nassau Landfill, and (ii) shall take no actions which would adversely affect the receipt and retention of any and

all Permits, or cause adverse modification thereof, including, but not limited to, those pertaining to construction, operating, stormwater, environmental matters, as may be necessary for the continuous and lawful operation of the West Nassau Landfill. In the event any such Permit is not in good standing, GATEWAY shall have the right to terminate this Agreement immediately upon written notice to Nassau County. Nassau County represents and warrants to GATEWAY, which warranty and representation shall survive any termination of this Agreement, that Nassau County currently has all Permits necessary for operation of the West Nassau Landfill and the receipt for disposal thereof of all Solid Waste which may be delivered thereto by GATEWAY under this Agreement.

- (f) GATEWAY shall not be entitled to deliver to the West Nassau Landfill Solid Waste generated in any county except those counties within the Permitted Service Area. IF GATEWAY desires to deliver Solid Waste generated in a county other than a county in the Permitted Service Area, GATEWAY shall cooperate with and assist Nassau County in obtaining such modifications. GATEWAY shall pay the out-of-pocket expenses (including reasonable Consultant's fees) incurred by Nassau County in obtaining such modifications.

6. MISCELLANEOUS

- (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 the terms of this Agreement either party is authorized to give consent, such consent may be given and shall be conclusively evidenced by a writing executed by an appropriate officer.
- (c) 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, as follows:

To Nassau County: Walter D. Gossett
County Coordinator
Post Office Box 1010
Fernandina Beach, FL 32034

With a Copy to: Robert P. McIntyre
Solid Waste Director
440 South Kings Road
Callahan, FL 32011

To GATEWAY: General Manager
9798 Normandy Boulevard
Jacksonville, FL 32221

With a Copy to: Mary M. Williams
Vice President, Marketing
9250 Baymeadows Road
Suite 220
Jacksonville, FL 32256

- (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 of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of which provision shall not affect any of the remaining provisions of this 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 elsewhere in this Agreement, such consent may be withheld for any or no reason, the provisions of subparagraph (a) to the contrary notwithstanding.
- (h) Successors 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 a waiver of any other term or condition, 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 payment.
- (j) Governing Law and Venue. This Agreement shall be governed and construed under and pursuant to the laws of the State of Florida, and the United States of America. Unless the parties otherwise agree, the venue of any action or proceeding brought under the provisions of this Agreement shall be Nassau County, Florida.
- (k) Confidentiality. All written materials and 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. Any dispute arising under this contract, which is not disposed of by agreement, shall be decided by a mediator, who shall reduce his/her decision to writing and furnish a copy to both parties. Claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen from the Supreme Court approved list of mediators in the Fourth Judicial Circuit and the cost of mediation shall be borne by the contractor. The decision of the mediator shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith or not supported by substantial evidence.
- (n) Attorneys' Fees and Costs. 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) Transportation Corridor. Except in an emergency, GATEWAY will not transport Solid Waste over that portion of S.R. 200/U.S. Hwy. A1A lying between Yulee and Callahan or over that portion of S.R. 115 lying between the City of Jacksonville and Callahan.

- (p) Memorandum. The obligations of Nassau County under this Agreement shall be binding upon all its permitted successors and assigns and shall be a burden upon and shall run with the land upon which the West Nassau Landfill is situated, and upon request by GATEWAY, Nassau County shall execute a short form memorandum of this Agreement and the respective rights and obligations of the parties hereto for filing among the property records in Nassau County.

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

NASSAU COUNTY, a political
subdivision of the State of
Florida, by and through its
Board of County Commissioners



BY: MARIANNE MARSHALL

Its: Chairman

Attest:



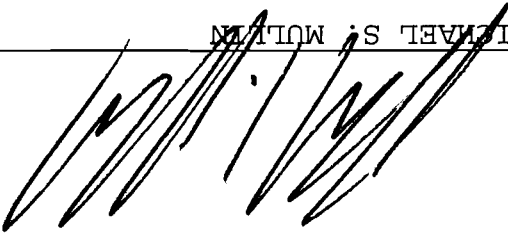
J.M. "CHIP" OXLEY, JR.

Its: Ex-Officio Clerk

BY: Robert L. Crawford
Name: ROBERT L. CRAWFORD
Title: PRESIDENT

GATEWAY DISPOSAL

Approved as to form by the
Nassau County Attorney:

MICHAEL S. MULLIN


WASH-3130-01-A2007LD

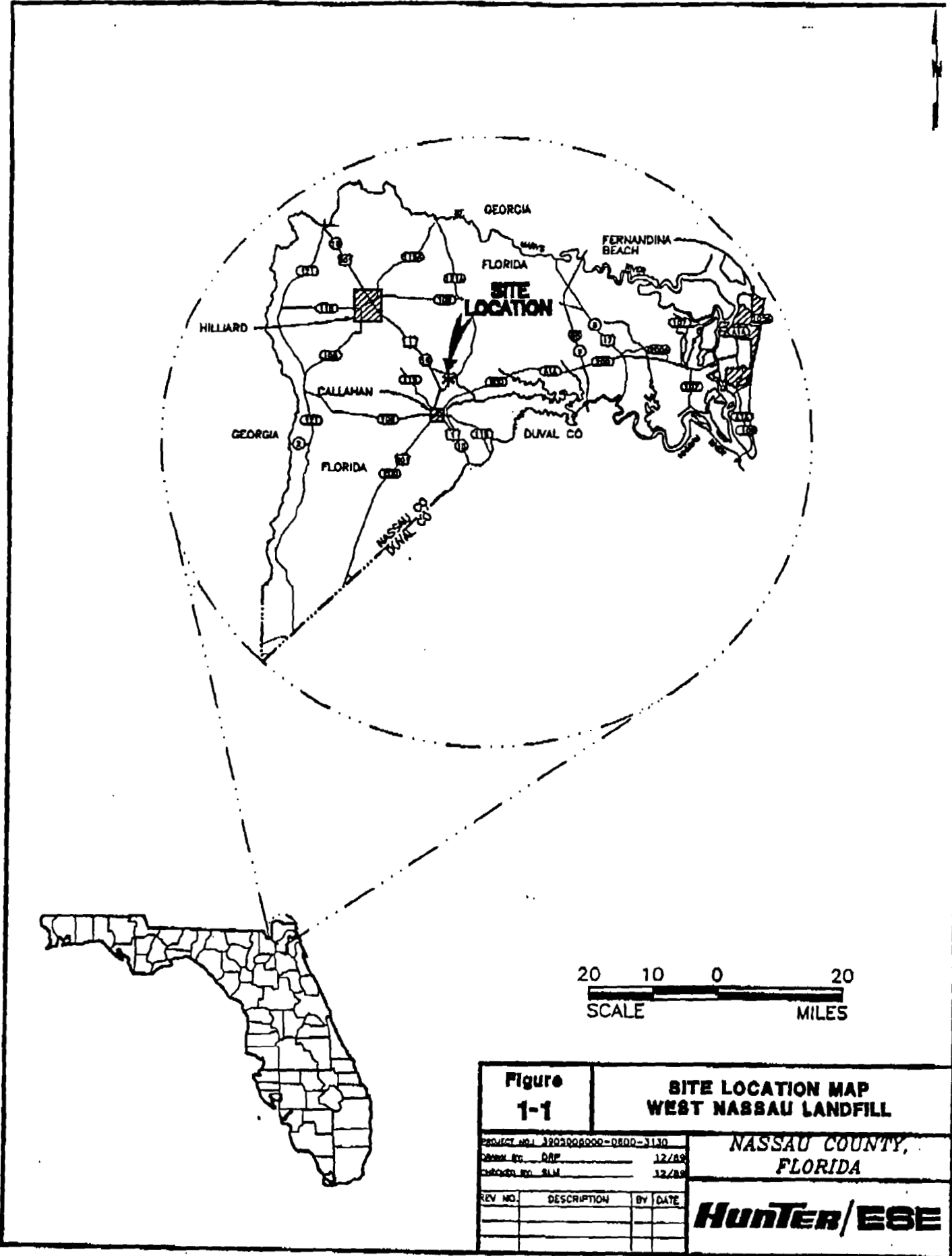


Figure 1-1		SITE LOCATION MAP WEST NASSAU LANDFILL	
PROJECT NO. 199200000-0800-3130		NASSAU COUNTY, FLORIDA	
DESIGN BY: DRP	12/89		
CONTRACT NO. 81M	12/89		
REV. NO.	DESCRIPTION	BY	DATE

Hunter/ESB

BOND

Bond # SA 3138657

KNOW ALL MEN BY THESE PRESENTS: That, Gateway Disposal as principal, and STAR INSURANCE COMPANY as Surety, are held and firmly bound unto Nassau County Board of Commissioners

(hereinafter referred to as Obligee), in the sum of Seventy Five Thousand Seven Hundred Fifty 00/100 (\$ 75,750 .00) lawful money of the United States of America, to be paid to the Obligee its successor and assigns; for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has entered into a certain written Solid Waste Disposal Agreement with the Obligee, which provides in part, for an irrevocable letter of credit to guarantee payment by the Principal to the Obligee of certain sums referred to as "Disposal Fees" to become due under the terms thereof.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly make all payments when due according to the terms of said Solid Waste Disposal Agreement, then this obligation to be void, otherwise to remain in full force and effect. In the event of failure by the Principal to make payment when due as provided in the Solid Waste Disposal Agreement, Obligee shall, within thirty (30) days, certify by written notice to Surety that Principal is in default. Surety shall cause to be paid all payments then past due (up to the aggregate penalty of this bond).


SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

1. No other obligation of the Principal to the Obligee besides payments as come due under said Solid Waste Disposal Agreement is guaranteed by this bond.
2. The Term of this bond is for one year commencing on the August 20, 2001, and can be renewed for additional one year periods at the option of the surety by issuance of a continuation certificate.
3. Regardless of the number of breaches of the conditions of this bond, nor the number of years this bond continues in force, or the number of renewal continuation certificates issued, or the number of premiums paid, the total aggregate liability of the Surety is limited to the penal sum of the bond.

Signed and sealed this 20 day of August, 20 01.

STAR Insurance Company

Gateway Disposal Services, Inc.

BY: 
Attorney-In-Fact
Peter A. Kessler

BY: 
Robert Crawford, President

STAR INSURANCE COMPANY
GENERAL POWER OF ATTORNEY

SA 3138657

NO.:
(Void unless numbered in red.)

KNOW ALL MEN BY THESE PRESENTS, that Star Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoint

PETER A. KESSLER OF JACKSONVILLE, FLORIDA
its true and lawful attorney-in-fact, for it and in its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertakings and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of
TWO MILLION FIVE HUNDRED THOUSAND (\$2,500,000) DOLLARS.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company on the 7th day of January, 1993.

"RESOLVED, that the Chairman of the Board, the Vice Chairman of the Board, the President, an Executive Vice President or a Senior Vice President or a Vice President of the Company be, and that each or any of them is, authorized to execute Powers of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute in behalf of the Company bonds, undertakings and all contracts of suretyship; and that an Assistant Vice President, a Secretary or an Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, STAR INSURANCE COMPANY has caused its official seal to be hereunto affixed, and these presents to be signed by one of its Senior Vice Presidents and attested by the Secretary this 4th day of February 1997.

Attest:

Michael G. Costello, Secretary
STATE OF MICHIGAN
COUNTY OF OAKLAND

}
} ss.:
}



STAR INSURANCE COMPANY

By

Marc S. Willner, Senior Vice President

On this 4th day of February, 1997, before me personally came Marc S. Willner, to me known, who being by me duly sworn, did depose and say that he is a Senior Vice President of STAR INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

APRIL M. ROBINSON
NOTARY PUBLIC - OAKLAND COUNTY, MI
MY COMMISSION EXPIRES 03/13/99

NOTARY PUBLIC
My Commission Expires:

CERTIFICATE

I, the undersigned, of STAR INSURANCE COMPANY, a Michigan corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed at the city of Southfield in the State of Michigan. Dated the 20 day of August, 2001

Michael G. Costello, Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREY SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK-HOLD AT AN ANGLE TO VIEW. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, YOU ARE URGED TO CONTACT OUR POWER OF ATTORNEY CUSTODIAN AT 1-800-262-5252.

Memo

To: Bob McIntyre, Director of Solid Waste
From: Mary M. Williams
CC: Michael Mullin, County Attorney
Date: August 15, 2001
Re: Payment Bond in place of Letter of Credit

The disposal agreement between Nassau Co & Gateway Disposal calls for a Letter of Credit equal to 3 months worth of disposal. Would it be possible for us to provide the County with a payment bond issued by a Florida licensed bonding company for the same amount instead? We have a bonding line and company already established to cover this type of request. Please let me know at your earliest convenience. (We would be using the same bonding company that issued the \$25,000 performance bond for our solid waste haulers permit.)

737-7900 work

616-5322 cell



Nassau County Department of Solid Waste Management

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

ROBERT P. McINTYRE
Director

W

01 JUN 19 11 51:07

Memorandum

TO: Walt Gossett
FROM: Robert P. McIntyre *[Signature]*
SUBJECT: Gateway Disposal Services, Inc.
DATE: 15 June 2001

Ms. Mary Williams of Gateway Disposal has requested a reduced rate for use of the West Nassau Landfill. She estimates that she can provide more than 5000 tons by the end of this year or about 32 tons a day. I think we have an opportunity to contract with an up and coming firm.

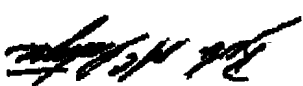
Attachment

Gateway Disposal Services, Inc.
9250 Baymeadows Road Suite 220
Jacksonville, Florida 32256
Telephone (904) 737-7900

FACSIMILE TRANSMITTAL COVER SHEET
Fax # (904) 636-0699

Date: Monday, June 11, 2001

Number of pages including this Cover Sheet:
Please deliver the following pages to:



Name: **Wall Gossett, County Administrator**

Company: **Nassau County**

Fax #: **904-321-5784**
From: **Mary M. Williams**

Cc: **George Sides, General Manager**

Comments: **Per your request - estimated MSW tonnages through the end of the calendar year.**

The information contained in this facsimile message is privileged and confidential and as such is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address VIA the U.S. postal service. Thank you.

Gateway Disposal

Estimated MSW Tonnages

Tons Per Month

Date: June 11, 2001

	June	July	August	September	October	November	December
MSW	62	360	720	918	1103	1116	1178



June 12, 2001

Mr. Robert McIntyre
Director of Solid Waste
Nassau County
Route 1, Box 178
Callahan, FL 32011

Dear Bob,

Thank you so much for all the assistance you have given me in regards to applying for and receiving Gateway Disposal's solid waste haulers permit in Nassau County. As you are aware, we have forwarded our estimated MSW tonnages for Mr. Gossett's review in hopes of securing a favorable rate for our Class I solid waste.

In the meantime, we have come across an opportunity to secure a special waste/sludge account (clay type material) that we would like to consider delivering to the Nassau County Landfill. The customer generates 15 tons of waste per load and needs disposal approximately every other day. The estimated monthly tonnage from this one account would be 195 tons. We ask that you consider granting a discounted rate for this customer for the length of the contract (3 years). I am hopeful that the rate may be around \$27 per ton. You may bill the customer direct instead of via Gateway.

Please take some time to consider this request and then let me know if it is possible to pursue this idea further. I understand that the Nassau Co. Commission must review and approve the rate. According to the Commissioner's Office, the next Commission meeting that could review this agenda item due to agenda submission deadlines would be the June 25th meeting at 6:00pm.

Again, thanks for your assistance. I'll talk with you soon.

Best regards,



Mary Middleton Williams
Vice President - Marketing

Cc: Tammy Wilson

Gateway Disposal Services, Inc.
9250 Baymeadows Road Suite 220
Jacksonville, Florida 32256
Telephone (904) 737-7900

FACSIMILE TRANSMITTAL COVER SHEET
Fax # (904) 636-0699

Date: Tuesday, June 12, 2001

Number of pages including this Cover Sheet:
Please deliver the following pages to:

Name: Bob McIntyre
Company: Nassau County Solid Waste

Fax #:
From: Mary M. Williams

Comments: Special Waste Proposal

The information contained in this facsimile message is privileged and confidential and as such is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address VIA the U.S. postal service. Thank you.
