

**AGREEMENT  
BETWEEN NASSAU COUNTY AND WATER RECOVERY, INC.  
FOR LEACHATE TRANSPORTATION AND DISPOSAL**

This Agreement entered into this 8th day of June, 2005, by and between the Board of County Commissioners of Nassau County, Florida, a political subdivision of the State of Florida, and Water Recovery, Inc. (WRI), whose address is 1819 Albert Street, Jacksonville, Florida 32202.

**NOW, THEREFORE, FOR and IN CONSIDERATION** of ten and no/100 dollars (\$10.00), and other mutually agreed upon consideration, the parties agree as follows:

**SCOPE OF WORK**

WRI 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:** WRI 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 AM, response will not be later than 2:00 PM; if notified after 10:30 AM, response will not be later than 8:00 AM the next normal work day. All other times will be within 24 hours of notification.

2. **Coordination:** WRI will provide a dispatcher at their facility during normal working hours and two-way communication between transport vehicles and dispatcher.

3. **Minimum Resources:** WRI 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 and 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 (4) fully operational self contained tank transport units
- g. Semi-annual sampling in compliance with Florida department of Environmental Protection (DEP) operating permit requirements and any federal, state, and local rules and regulations. Semi-annual samples will be taken by a State Certified Lab from the landfill and not from transport vehicles. The first sample will be taken within thirty (30) days of contract commencement. Leachate and French drains must be sampled separately.
- h. Manifests - WRI will provide a non-hazardous manifest for each load before removal from the landfill.

**TERM OF CONTRACT**

Contract shall be for a period commencing May 24, 2005 on May 24, 2005 and ending September 30, 2006. This contract may renewed subject to mutual agreement by both parties. Contract may be terminated with ninety (90) days written notice.

**DISPUTES**

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Contractor as set

forth herein. Disputes shall be set forth in writing to the County Administrator with a copy to the Solid Waste Director and provided by overnight mail, UPS, FedEx, or certified mail, with a response provided in the same manner prior to any meetings of representatives. The initial meeting shall be with the County Administrator and the Solid Waste Director or their designee and a representative of the Contractor. If the dispute is not settled at that level, the County Attorney shall be notified in writing by the County Administrator or his/her designee, and the County Attorney and the County Administrator and the Solid Waste Director or their designee(s) shall meet with the Contractor's representative(s). Said meeting shall occur within sixty (60) days of the notification by the County Administrator. If there is no satisfactory resolution, the claims disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, if not disposed of by agreement as set forth herein, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Contractor. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Contractor. Contractor shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

**PRICING**

County shall pay WRI a unit price of \$.08 per gallon of leachate actually hauled and received at WRI facility.

**CONDITIONS**

All trucks will be manifested as non-hazardous. A copy of each manifest will be signed by a county representative and WRI's assigned driver at the time of pick up. The original copy, signed by WRI 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.

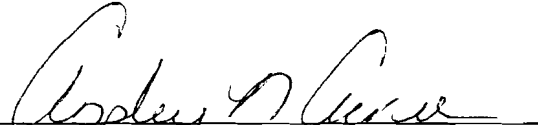
**PAYMENT**

WRI shall submit written invoices not more often than monthly in such form and containing such documentation as reasonably required by the Clerk of Courts or his designee in order to establish charges and to enable compensation therefore by the County of each such invoice within forty five (45) days and pursuant to Section 218.70, Florida Statutes, the Florida Prompt Payment Act.

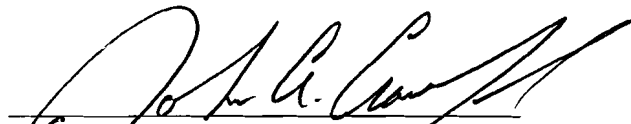
Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.

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

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
ANSLEY N. ACREE

ATTEST:

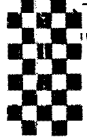
  
JOHN A. CRAWFORD  
Its: Ex-Officio Clerk

APPROVED AS TO FORM BY THE  
NASSAU COUNTY ATTORNEY:

  
MICHAEL S. MULLIN

WATER RECOVERY, INC.

  
MARK OWEN  
Its: Plant Manager



# FAX COVER PAGE

**WATER RECOVERY, INC.**  
1819 Albert Street, Jacksonville, Florida 32202

**PHONE: 904/475-9320**  
**FAX: 904/475-9449**

*Jo.  
Joyce*

*For Mr. Mullins  
Mullin*

**DATE: 09/08/05**

**TO: Melissa Ransom**

**FROM: Mark Owens**

**CO: Nassau County Solid Waste**

**FAX #: (904) 879-6323**

**PHONE: (904) 321-5770**

**RE: Fuel Price Increase**

**MESSAGE:**

Melissa,

Here is the letter that we discussed earlier. I will be putting it in the mail tomorrow so let me know if you have any comments.

Thanks,

Mark

*9-1  
advised  
Melissa to  
contact Mahoney  
for direction -  
Contract states  
.08¢ -*

Number of pages including cover: 3

If all pages are not received, please call (904) 475-9320

Sep 08 05 04:31p

g) Semi-annual sampling of Leachate in compliance with Florida Department of Environmental Protection operating permit requirements and any Federal, State and Local rules and regulations. Semi-annual samples will be taken by State Certified Lab from the Leachate system at the Landfill and not from transport vehicles. Samples will be taken for reporting to FDEP in January and July.

Compliant X  
Non-Compliant \_\_\_\_\_

J. All Transport vehicles will be manifested as non-hazardous. A non-hazardous manifest will be provided for each load before removal from the West Nassau Landfill. A copy of each manifest will be signed by a County Representative and the transport vehicle driver at the time of the pickup. The original copy, signed by the Receiving Facility will be returned to the West Nassau Landfill for record keeping purposes.

Compliant X  
Non-Compliant \_\_\_\_\_

**TERMS OF CONTRACT:**

Contract will be for (1) year, beginning on the date on which an agreement is fully executed. Contract may be renewed subject to mutual agreement by both parties. Contract may be terminated with 90 days written notice or immediately on Loss of FDEP permit or violation of any Federal or State governing regulations.

**PRICE:**

Cost per gallon of Leachate transported, treated and disposed at Authorized facility.  
\$ 0.08 per gallon

Additional Charges (Please List)

If the retail price of diesel fuel increases by 10% or more, WRI reserves the right to raise it's transportation and disposal rate proportionally. For the purposes of this bid, WRI estimates that diesel fuel represents 20% of this rate. As an example, if the retail diesel fuel price increased 15%, WRI would increase the total transportation and disposal rate by 3% (15% x 20%). Diesel retail fuel prices will be taken from the DoE's 'U.S. Gasoline and Diesel Fuel Prices' (East Coast: Lower Atlantic) as found at (<http://tonfo.cia.doc.gov/oor/info/gdu/gasdiesel.asp>).

Mark Owens - Plant Manager

Randy Ray - Account Manager  
Water Recovery, Inc.