

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

This contract entered into this date October 1, 2002, by and between Nassau County Board of County Commissioners (County) and Industrial Water Services, Inc. (IWS).

SCOPE OF WORK

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

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

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

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

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

b. valves for all connections as required

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

d. 20,000 gallon frac tank.

- e. Vacuum truck
- f. a minimum of four fully operational self contained tank transport units.
- g. annual sampling in compliance with Florida DEP operating permit requirements and any Federal, State, and local rules and regulations. Annual samples will be taken from the landfill and not from transport vehicles. The first sample will be taken within 30 days of contract commencement.

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

TERM OF CONTRACT

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

PRICING

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

CONDITIONS

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

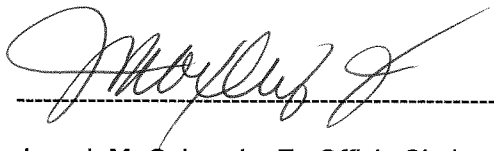
Payment Terms: Net 30 Days.

- DISPUTES:

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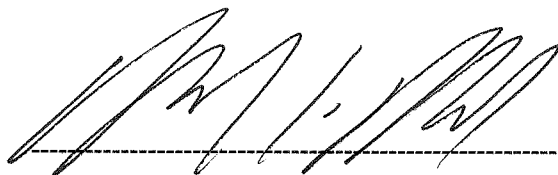
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ATTEST:



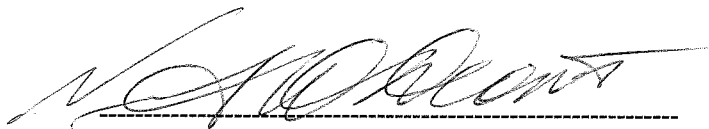
Joseph M. Oxley, Jr. Ex-Officio Clerk

APPROVED AS TO FORM:



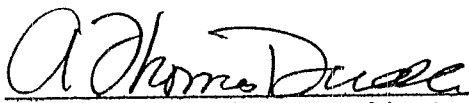
Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS



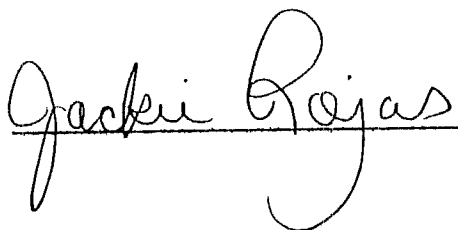
Nick Deonas, Chairman

INDUSTRIAL WATER SERVICES, INC.



A. Thomas Dudley, President

WITNESS:



Agenda Request For: August 12th 2002

Department: Solid Waste Management

Fund: Landfill Operations

Action requested and recommendation: Request the Board to Authorize the Chairman to sign the contract for Leachate Transportation and Disposal for fiscal year 2003.

Funding Source: 70341534

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Yes/ Annual Cost

Is this action consistent with the Nassau County Comprehensive Land Use Plan? N/A

Reviewed by:

Legal

Finance

Coordinator

02 JUL 19 AM 8:19
RECEIVED
COUNTY COORDINATORS
OFFICE



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

July 24, 2002

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. A. Thomas Dudley, President
Industrial Water Service, Inc.
P.O. Box 43369
Jacksonville, FL 32203

RE: Agreement between Nassau County and
Industrial Water Services, Inc. for
Leachate Transportation and Disposal

Dear Mr. Dudley:

At a regular session of the Nassau County Board of County Commissioners held July 8, 2002 the Board approved and authorized the Chairman to sign the referenced agreement. An original executed document is enclosed for your records.

Should you have any questions, please call Joyce Bradley at 904.321.5903.

Sincerely,

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

Enclosure

xc: Mr. Bob McIntrye, Solid Waste Management w/original
Ms. Joyce Bradley, Legal Services w/original
Mr. Ted Selby, Financial Services w/copy



Nassau County Department of Solid Waste Management

ROBERT P. McINTYRE
Director

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

Memorandum

TO: Walt Gossett
FROM: Robert McIntyre *RM*
SUBJECT: Disposal Service- Industrial Water Services, Inc.
DATE: Monday, June 03, 2002

I have reviewed the current contract with Industrial Water Services, Inc. (IWS). According to the current contract, both parties may renew the term of the contract subject to mutual agreement. IWS has fully complied with all of the specifications of the contract this past year. This firm is also one of our best customers, generating more than \$75,000 in disposal fees in the past year.

I recommend that the agreement for Leachate Transportation and disposal be renewed for one year, based on past performance and revenue returned.

APPROVED

DATE 7-8-02 *JKB*

RECEIVED
COUNTY COORDINATORS
OFFICE
02 JUN -4 PM 2:59

Date 06/03/02
Time 10:55:55 AM

Nassau County Clerk of Court

Page 1

Material Analysis Report by Material

For the period 06/03/2001 - 06/03/2002

Summary Report for sites 00 - 99 - ZZZZZZZZZZ Material Types - Z
Accounts 600 - 600 Customer Types - Z Materials

Date	Material	Type	Customer	Type	Tickets	Count	Est. vol.	Act. Vol.	Est. Wt.	Actual Wt.	Charge
	115/SL/TWS			Total	173	0	3785560	0	1892.78	1892.78	75,711.20
				Average		0	21882	0	11.00	11.00	437.64
				Report Total	173	0	3785560.00	0.00	1892.78	1892.78	75,711.20
				Report Average		0	21882.00	0.00	11.00	11.00	437.64

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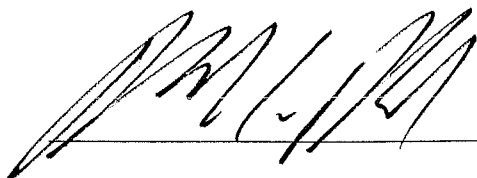
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ATTEST:



Joseph M. Oxley, Jr., Ex-Officio Clerk

APPROVED AS TO FORM:



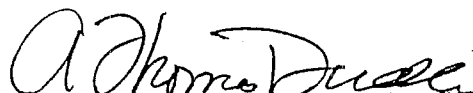
Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS



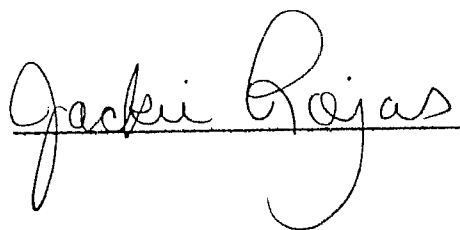
Marianne Marshall, Chairman

INDUSTRIAL WATER SERVICES, INC.


A. Thomas Dudley, President

WITNESS:





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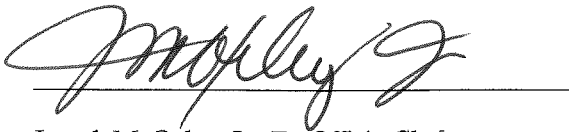
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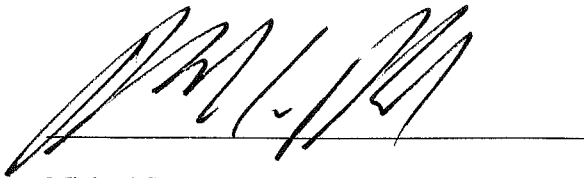
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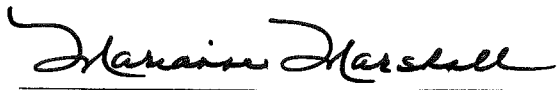
Joseph M. Oxley, Jr., Ex-Officio Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "M. Mullin", written over a horizontal line.

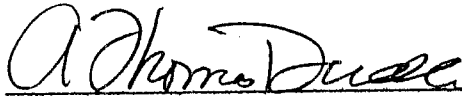
Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS

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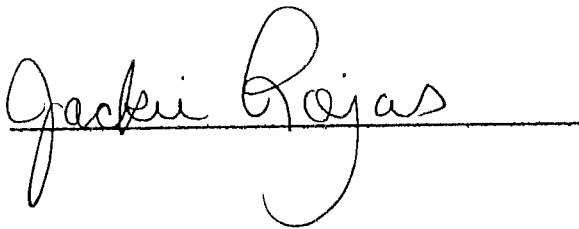
Marianne Marshall, Chairman

INDUSTRIAL WATER SERVICES, INC.


A. Thomas Dudley, President

WITNESS:





Agenda Request For: 27 August 2001

Department: Solid Waste Management

Fund: Landfill Operations

Action requested and recommendation: Request Board of County Commissioners to approve the Renewal Clause of the Service Agreement with Industrial Water Services for Leachate Management as required by Operating Permit.

Funding Source: 70341534

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Annual expense for Leachate Management as required by landfill Operating Permit.

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Reviewed by:

Legal

Finance

Coordinator



01 AUG 22 11:2:02

00001031 11:00:03

Agenda Request For: 27 August 2001

Department: Solid Waste Management

Fund: Landfill Operations

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Reviewed by:

Legal

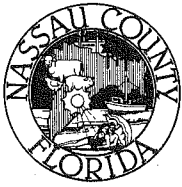
Finance

Coordinator

01 AUG 22 09:11

01 AUG 23 10:05

01 AUG 23 10:05




Nassau County Department of Solid Waste Management

ROBERT P. McINTYRE
Director

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

Memorandum

TO: Walt Gossett
FROM: Robert P. McIntyre 
SUBJECT: Renewal of Service Contract with IWS
DATE: 19 July 2001

I recommend the Board of County Commissioners approve the renewal of the Service Contract with Industrial Water Services for the management of our leachate for another year as authorized in the Term of Contract article of the existing contract. The advantages for renewal are as follows:

1. The contract with Industrial Water Services is part of our Operating Permit and a company change may require a minor modification and FDEP approval.
2. There is no increase in price even though fuel costs have risen.
3. IWS pays about \$10,000 a month in disposal fees.
4. We need to feel confident that the firm managing our leachate has a good record with FDEP and is reliable,

01 JUL 25 11 09:10
SECRET



INDUSTRIAL WATER SERVICES

Industrial Water Services
1980 Avenue "A"
Mobile, Alabama 36615

Facility:
1980 Avenue "A"
Mobile, Alabama 36615
(334) 694-7500
FAX: (334) 694-7508

Corporate Office:
1-800-447-3592
FAX (904) 350-1313

Customer Service:
1-800-4-IWS-HAUL
800-449-7428

Industrial Water Services, Inc.
P.O. Box 43369
Jacksonville, Florida 32203

Facility:
1705 Danese Street
Jacksonville, Florida 32206
(904) 354-0372
FAX: (904) 354-7612

Friday, July 13, 2001

Bob McIntyre
Nassau County Department of Solid Waste Management
440 South Kings Road
Callahan, Florida 32011

Dear Nassau County Board of County Commissioners,

We would like to renew our contract for the transportation and disposal of leachate water under the Renewal Clause of our contract. We do not anticipate a rate increase at this time. As you know, we send our non-hazardous sludge to your landfill for disposal. Currently, we are sending about \$ 10,000 per month to Callahan. For many years, we have enjoyed this mutually beneficial relationship. Thank you once again for the opportunity.

Sincerely,

Richard Grant
Sales Manager



The Complete
Industrial Waste Water
Company

FAX NUMBER (904) 350-1313

Facility Address:
INDUSTRIAL WATER SERVICES, INC.
1640 Talleyrand Avenue
Jacksonville, Florida 32206

Mailing Address:
P.O. Box 43369
Jacksonville, Florida 32203

(904) 354-0372
1-800-447-3592

DATE: July 13, 2001

TO: Bob Melityre

COMPANY: NASSAU COUNTY LANDFILL

FAX NUMBER: 879.6323

FROM: R. Grant

NUMBER OF PAGES INCLUDING THIS SHEET: 2

SUBJECT/REMARKS: Please review and let me know your thoughts. Hard copy to follow in mail - We would like to discuss solidification opportunities - Also, we need to insert some sort of cancellation clause that would allow either party to cancel with 30 days notice -

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

This contract entered into this date October 1, 2000, by and between Nassau County Board of County Commissioners (County) and Industrial Water Services, Inc. (IWS).

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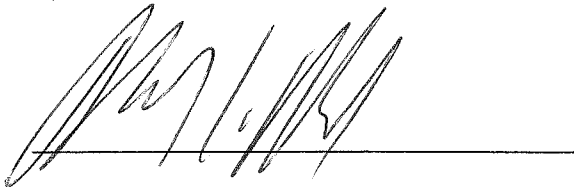
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ATTEST:



Joseph M. Oxley, Jr. Ex-Officio Clerk

APPROVED AS TO FORM:




Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS



Nick Deonas, Chairman

INDUSTRIAL WATER SERVICES, INC.


A. Thomas Dudley, President

WITNESS:







NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Pete Cooper
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

October 2, 2000

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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Industrial Water Services, Inc.
Post Office Box 43369
Jacksonville, FL 32203

Gentlemen:

Enclosed is an original, fully executed agreement between Nassau County and Industrial Water Services, Inc. for Leachate Transportation and Disposal as approved by the Nassau County Board of County Commissioners on September 25, 2000.

Please let us know if we may be of any further assistance.

Sincerely,

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

jgb

Enclosure

AGENDA REQUEST

Agenda Request For: 16 December 2002

Department: Solid Waste Management

Fund: Solid Waste Management Fund/Landfill Operations/Prof Services
Leachate - WN

Action Requested and Recommendation: Industrial Water Services, Inc. (IWS) requests the Board considers a rate increase for the transport, treatment and disposal of non-hazardous leachate water from the West Nassau Landfill. If approved this would be effective as of December 26, 2002. Staff recommends approval.

Background: IWS has serviced the county's permit mandated leachate disposal requirements for at least the last five years. Past attempts to find other firms with the same level of competence IWS demonstrates has resulted in either firms that could not provide complete services or firms that were under FDEP scrutiny for failing to always use environmentally sound practices.

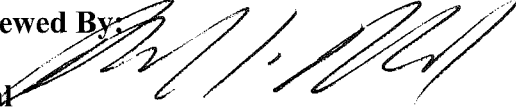
IWS states that new regulations, additional treatment requirements, increased insurance rates and increased transportation costs have forced them to ask for this increase. Staff has realized that IWS was absorbing some of these increases the past couple of years and has long expected an increase. IWS has been providing us with a vacuum truck at no additional cost. This service has recently increased due to operational problems with the LFG Flare system.

On the positive side, the flare problems are not permanent and leachate production will be reduced as we continue to fill the landfill. As a customer, IWS has returned over \$77,000 in revenues. Staff believes that with our continued aggressive leachate management program we will remain within our budget again this year.

Funding Source: 70341534-531313 Professional Services – Leachate - WN

Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Continued annual cost of landfill operations

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Reviewed By: 

Legal

Finance 

Coordinator

APPROVED

DATE 12/14/02
CA

02 DEC - 3 AM 10: 51

RECEIVED
COUNTY COORDINATOR'S
OFFICE



Industrial Water Services
1980 Avenue "A"
Mobile, Alabama 36615

Facility:
1980 Avenue "A"
Mobile, Alabama 36615
(334) 694-7500
FAX: (334) 694-7508

Corporate Office:
1-800-447-3592
FAX (904) 350-1313

Customer Service:
1-800-4-IWS-HAUL
800-449-7428

Industrial Water Services, Inc.
P.O. Box 43369
Jacksonville, Florida 32203

Facility:
1705 Danese Street
Jacksonville, Florida 32206
(904) 354-0372
FAX: (904) 354-7612

Tuesday, November 26, 2002

Bob McIntyre
Nassau County Solid Waste Dept.
904-879-6321
904-879-6323

Dear Bob:

Thank you for seeing me the other day on such short notice. As we discussed, Industrial Water Services, Inc. (IWS) is in the process of evaluating all of our wastestreams. Due to new regulations and treatment requirements, increased insurance rates and rate increases from our transporters, we must raise our rates. IWS has not raised your rate since our relationship began. We have tried to absorb the increase in rates as long as we could. The new rate for transportation and disposal is detailed below.

- A. Tanker: Transportation / Disposal: \$.08 per gallon.
- B. Vacuum Truck (Transportation): \$ 90.00 per hour.
Vacuum Truck (Disposal): \$.05 per gallon.

It would be very helpful to have the increase as soon as possible. We will still be sending our sludge your way on a regular basis. In order to maintain the level of professionalism you depend on, in both a strict adherence to regulations and the service we provide, we must raise our rates.

Thank you so much for all the years of allowing us to provide service to the landfill. You have been a great vendor and an even better customer. Please review and let me know your thoughts.

Sincerely,

Richard Grant
Sales / Transportation

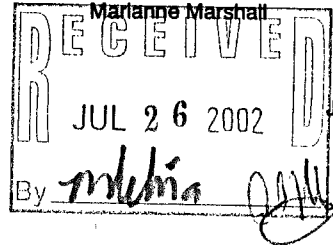


NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
P. O. Box 1010
Fernandina Beach, Florida 32035-1010

Nick Deonas
David C. Howard
Vickie Samus
Floyd L. Vanzant
Marianne Marshall

Dist. No. 1 Fernandina Beach
Dist. No. 2 Fernandina Beach
Dist. No. 3 Yulee
Dist. No. 4 Hilliard
Dist. No. 5 Callahan

July 24, 2002



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

MICHAEL S. MULLIN
County Attorney

WALTER D. GOSSETT
County Coordinator

Mr. A. Thomas Dudley, President
Industrial Water Service, Inc.
P.O. Box 43369
Jacksonville, FL 32203

RE: Agreement between Nassau County and
Industrial Water Services, Inc. for
Leachate Transportation and Disposal

Dear Mr. Dudley:

At a regular session of the Nassau County Board of County Commissioners held July 8, 2002 the Board approved and authorized the Chairman to sign the referenced agreement. An original executed document is enclosed for your records.

Should you have any questions, please call Joyce Bradley at 904.321.5903.

Sincerely,

A handwritten signature in cursive, appearing to read "J.M. Oxley, Jr.", written in dark ink.

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

Enclosure

xc: Mr. Bob McIntrye, Solid Waste Management w/original
Ms. Joyce Bradley, Legal Services w/original
Mr. Ted Selby, Financial Services w/copy

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

This contract entered into this date October 1, 2002, by and between Nassau County Board of County Commissioners (County) and Industrial Water Services, Inc. (IWS).

SCOPE OF WORK

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

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

1. Availability - IWS will have the resources available for service six (6) days a week, during normal landfill operating hours. However, some emergency service may be required. If emergency service is necessary, response time during normal working hours will be: If notified by 10:30 a.m., response will not be later than 2:00 p.m.; if notified after 10:30 a.m., response will not be later than 8:00 a.m. the next normal work day. All other times will be within 24 hours of notification.
2. Coordination - IWS will provide a dispatcher at their facility during normal working hours and 2-way communication via C.B. radio between transport vehicles and dispatcher and transport vehicles and landfill office.
3. Minimum Resources - IWS will provide or have available the following resources at no additional charge:
 - a. hoses for connection between storage tanks and transport vehicle, between leachate sumps and transport vehicle, between frac tank and transport vehicle, etc.
 - b. valves for all connections as required
 - c. pumps necessary to remove leachate from collection point to transport vehicle.
 - d. 20,000 gallon frac tank.

- e. Vacuum truck
- f. a minimum of four fully operational self contained tank transport units.
- g. annual sampling in compliance with Florida DEP operating permit requirements and any Federal, State, and local rules and regulations. Annual samples will be taken from the landfill and not from transport vehicles. The first sample will be taken within 30 days of contract commencement.

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

TERM OF CONTRACT

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

PRICING

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

CONDITIONS

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

Payment Terms: Net 30 Days.

- **DISPUTES:**

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 Consultant/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.

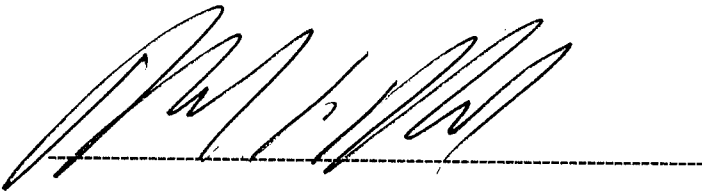
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first written above.

ATTEST:

A handwritten signature in black ink, appearing to read "J. Oxley, Jr.", written over a horizontal dashed line.

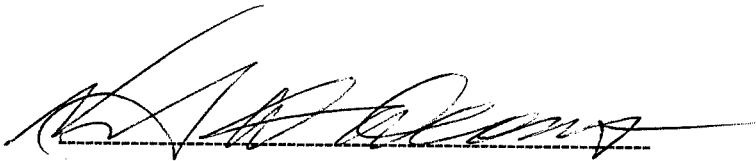
Joseph M. Oxley, Jr. Ex-Officio Clerk

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "M. Mullin", written over a horizontal dashed line.


Michael S. Mullin, County Attorney

NASSAU COUNTY, through its BOARD OF COUNTY COMMISSIONERS

A handwritten signature in black ink, appearing to read "Nick Deonas", written over a horizontal dashed line.

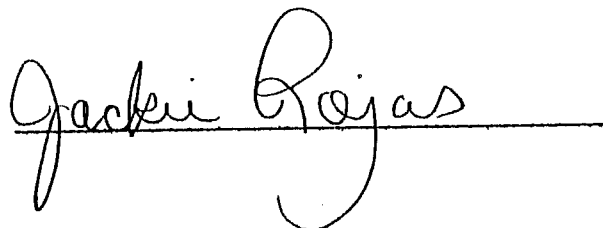
Nick Deonas, Chairman

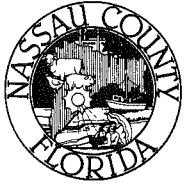
INDUSTRIAL WATER SERVICES, INC.


A. Thomas Dudley, President

WITNESS:







Nassau County Department of Solid Waste Management

440 S. KINGS ROAD
CALLAHAN, FLORIDA 32011

ROBERT P. McINTYRE
Director

03 APR 22 PM 1:47

APPROVED
COUNTY COORDINATOR'S
OFFICE

Memorandum

TO: Management Committee
FROM: Robert McIntyre
SUBJECT: IWS Purchase Order Increase
DATE: April 17, 2003

I have recalculated the projected Leachate generation at the West Nassau Landfill assuming the following conditions:

1. Fill the new cells to above the road level. All rain, which falls on the landfill, would be run-off and handled as Stormwater. This is already being done on ¾ of the landfill slopes. The management of intermediate cover is all that would be required to do this. Run-off is not leachate since it hasn't come in contact with the waste. We assume we will be above the road level by the end of May.
2. The remainder of the year is calculated at normal leachate generation rates. This is using historical data; as we rise in elevation, leachate generation will slow but never stop completely.

Calculation:

April 15-May 31 50,000 gal/day x 34 days* = 1,700,000 gal

June 1- September 30 15,000 gal/day x 87 days *= 1,305,000 gal

TOTAL 3,005,000 gal

3,005,000 x .08 gal = \$240,400

* Hauling days

APPROVED

DATE 4-28-03 JLB

RECEIVED
CLERK'S
FINANCIAL SERVICES
NASSAU COUNTY, FL.

2003 APR -3 A 11: 38

Memorandum

TO: Cathy Lewis Dictated but not proof read by
FROM: Robert McIntyre Robert McIntyre. Mailed in his
SUBJECT: Purchase Order Increase absence to avoid delay.
DATE: March 27, 2003



Please increase Purchase Order #03000052-00 an additional amount of \$540,000 to be split as follows 70341534-531313- \$495,000 70361534-531351 45,000. Please see attached Budget Transfers to cover these increases. This figure is based upon the following formula 5000 gallons per truck x 10 trucks (day) x 0.08 gallon = \$4000.00 per day, 5 days/week (\$20,000) 27 weeks left in the year. The reason for this increase is due to the fact that during the first four days of March our rainfall was 7 inches at the landfill, and IWS had a price increase from .055/ gallon to .08 gallon per BOCC meeting on 12/16/2002.

03 MAR 27 PM 4: 18
COUNTY COORDINATORS
OFFICE
RECEIVED



NASSAU COUNTY
 BOARD OF COUNTY COMMISSIONERS
 P.O. BOX 4000
 FERNANDINA BEACH, FLORIDA 32035-4000

PURCHASE ORDER # 03000052-00 FY 2003
 Page Number: 1

STATE SALES TAX CERTIFICATION NUMBER:
 55-04-005905-53C
 FEDERAL IDENTIFICATION NUMBER
 59-1863042

RECEIVED
 INDUSTRIAL WATER SERVICE, INC.
 P O BOX 43369
 JACKSONVILLE, FL 32203

STATE
 NASSAU COUNTY SOLID WASTE DEPT
 440 SOUTH KINGS ROAD
 CALLAHAN, FL 32011

Tel 904-354-7612

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	SHIP VIA	TERMS	DEPARTMENT	
10/16/02	001636				LANDFILL OPERATIONS	
LN	DESCRIPTION/PART NO		UNIT	QTY	COST EA	EXT. PRICE
	BCC APPRVD' 8/12/02 REDUCING PURCHASE ORDER					
001	2,681,818.19 GALS @ .055 LEACHATE MANAGEMENT FOR FY 02/03 70341534.531313			1.0 EA	147500.00000 2103 + 60,000.00 716 + 495,000.00	147,500.00 + 60,000.00 495,000.00
002	1,554,545.46 GALS @ .55 FRENCH DRAIN TRANSPORTED TREATED & DISPOSED @ AUTHORIZED FACILITY 70361534.531351			1.0 EA	85500.00000 + 213 - Frncas, Pl	85,500.00 - 1,000.00 45,000.00
PO Total						233,000.00

RECEIVED IN GOOD ORDER
 BY: _____
 DATE _____

VENDOR INVOICE #

VOUCHER #

TO: Management Team Members

FROM: Pending Team Business

DATE: 4/9/03

RE: Action Needed

MANAGEMENT TEAM ITEM

Item Description:

Incremental funding for Landfill Leachate

ACTION

Team Recommendation: Chip call Mc Team bring back


Bob to provide figures

Get new figures soon

Hold til get new figures

Handle Item as: Agenda Commissioner Attorney Clerk

MEMORANDUM

To: Management Team
From:  Ted Selby, Financial Services Director
Subject: Solid Waste Leachate Management
Date: 4/4/03

We received the attached Memo requesting modification of the outstanding Purchase Order for Leachate services and two Budget Transfer Requests to cover the additional costs. The Budget Transfer Requests move funds from Reserve Accounts to Professional Services and Rental & Lease Accounts. The total amount is \$510,000.

I have no information as to whether the costs have increased for some reason or the original budget amount was incorrect.

Please Advise.

03/27/2003
12:21:44

Board of Commissioners
YEAR-TO-DATE BUDGET REPORT

PAGE 232
glytbdud

FOR 2003 99

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
470 SOLID WASTE MGMT FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED

70340534 SMALL QUANTITY GENERATOR PRGM							

70340534 540000 TRAVEL AND PER DIEM	514	0	514	.00	.00	514.00	.0%
70340534 541020 POSTAGE	113	0	113	.00	.00	113.00	.0%
70340534 541040 COMMUNICATIONS-COMPUTER	240	0	240	37.28	.00	202.72	15.5%
70340534 545000 INSURANCE	0	0	0	.00	.00	.00	.0%
70340534 551000 OFFICE SUPPLIES	500	0	500	.00	.00	500.00	.0%
70340534 552000 MISC OPERATING SUPPLIES	783	0	783	.00	.00	783.00	.0%
70340534 552640 EQUIPMENT <\$750	550	0	550	.00	.00	550.00	.0%
70340534 554000 DUES/SUBSCRIP/TRAINING/PUB	0	0	0	.00	.00	.00	.0%
70340534 564000 EQUIPMENT	0	0	0	.00	.00	.00	.0%
TOTAL SMALL QUANTITY GENERATOR PRGM	2,700	0	2,700	37.28	.00	2,662.72	1.4%
70341534 LANDFILL OPERATIONS							

70341534 512000 REGULAR SALARIES AND WAGES	610,128	0	610,128	265,342.58	.00	344,785.42	43.5%
70341534 513000 OTHER SALARIES/WAGES(NO RE	0	0	0	.00	.00	.00	.0%
70341534 514000 OVERTIME	79,754	0	79,754	55,923.63	.00	23,830.37	70.1%
70341534 515000 SPECIAL PAY (NO RETIREMENT	0	0	0	.00	.00	.00	.0%
70341534 521010 FICA TAXES	42,773	0	42,773	19,386.52	.00	23,386.48	45.3%
70341534 521020 MEDICARE TAXES	10,003	0	10,003	4,533.88	.00	5,469.12	45.3%
70341534 522000 RETIREMENT	47,755	0	47,755	18,362.07	.00	29,392.93	38.5%
70341534 523010 LIFE & HEALTH INSURANCE	78,892	0	78,892	39,923.94	.00	38,968.06	50.6%
70341534 523020 RETIREE HEALTH INSURANCE	3,213	0	3,213	1,784.28	.00	1,428.72	55.5%
70341534 524010 WORKERS' COMPENSATION	81,110	0	81,110	.00	.00	81,110.00	.0%
70341534 524021 WKRS COMP-GRIT	0	0	0	.00	.00	.00	.0%
70341534 525000 UNEMPLOYMENT COMPENSATION	0	0	0	.00	.00	.00	.0%
70341534 531000 PROFESSIONAL SERVICES	57,500	-41,654	15,846	492.50	.00	15,353.50	3.1%
70341534 531031 EMPLOYEE PHYSICALS	130	0	130	.00	.00	130.00	.0%
70341534 531035 DRUG TESTING	1,045	1,000	2,045	631.00	.00	1,414.00	30.9%
70341534 531201 PROF SERVICES-ATTORNEY	0	0	0	.00	.00	.00	.0%
70341534 531302 PROF SERVICES-GOLDER	0	9,054	9,054	2,612.50	.00	6,441.50	28.9%
70341534 531307 PROF SVC-(IV)-ENG & SVY	0	0	0	.00	.00	.00	.0%
70341534 531311 PROF SERVICES-WEST NASSAU	36,088	0	36,088	8,144.00	27,944.00	.00	100.0%
70341534 531313 PROF SERVICES-LEECHATE-WN	220,000	0	220,000	185,280.89	22,219.11	12,500.00	94.3%
70341534 531323 PS-GOLDER 3928.38(IV)	0	2,370	2,370	721.80	.00	1,648.20	30.5%
70341534 531324 PS-GOLDER-CAR	0	13,482	13,482	.00	.00	13,482.00	.0%
70341534 531325 PS-GOLDER-O&M LFG 1/13/03	0	12,672	12,672	.00	.00	12,672.00	.0%
70341534 532020 PROF SERVICES-ANNUAL AUDIT	7,975	0	7,975	.00	.00	7,975.00	.0%
70341534 534000 OTHER CONTRACTUAL SERVICES	600	0	600	225.00	150.00	225.00	62.5%

① +495,000 BT-19
\$ 715,000

03/27/2003
12:21:47

Board of Commissioners
YEAR-TO-DATE BUDGET REPORT

FOR 2003 99

ACCOUNTS FOR:	ORIGINAL	TRANFRS/	REVISED			AVAILABLE	PCT
470 SOLID WASTE MGMT FUND	APPROP	ADJSTMTS	BUDGET	YTD EXPENDED	ENCUMBRANCES	BUDGET	USED
TOTAL GRANT LC99-43 TRANS TO CONST O	0	0	0	.00	.00	.00	.0%

70360590 GRANT LC99-43							
70360590 549000 OTHER CURRENT CHARGES & OB	0	0	0	.00	.00	.00	.0%
70360590 549312 KEEP NASSAU BEAUTIFUL	0	0	0	.00	.00	.00	.0%
70360590 549315 NC SHERIFF DEPARTMENT	0	0	0	.00	.00	.00	.0%
70360590 549317 LIFEGUARD CLEAN-UP	0	0	0	.00	.00	.00	.0%
TOTAL GRANT LC99-43	0	0	0	.00	.00	.00	.0%

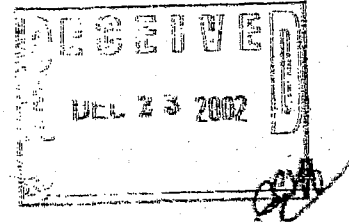
70361534 WN PH I OLD POST-CLOSURE							
70361534 512000 REGULAR SALARIES AND WAGES	2,756	0	2,756	147.70	.00	2,608.30	5.4%
70361534 513000 OTHER SALARIES/WAGES(NO RE	0	0	0	.00	.00	.00	.0%
70361534 514000 OVERTIME	0	0	0	.00	.00	.00	.0%
70361534 515000 SPECIAL PAY (NO RETIREMENT	0	0	0	.00	.00	.00	.0%
70361534 521010 FICA TAXES	171	0	171	9.16	.00	161.84	5.4%
70361534 521020 MEDICARE TAXES	40	0	40	2.14	.00	37.86	5.4%
70361534 522000 RETIREMENT	196	0	196	8.51	.00	187.49	4.3%
70361534 523010 LIFE & HEALTH INSURANCE	0	0	0	.00	.00	.00	.0%
70361534 524010 WORKERS' COMPENSATION	399	0	399	.00	.00	399.00	.0%
70361534 525000 UNEMPLOYMENT COMPENSATION	0	0	0	.00	.00	.00	.0%
70361534 531000 PROFESSIONAL SVCS	12,137	-2,906	9,231	2,281.00	2,281.00	4,669.00	49.4%
70361534 531302 PROF SERVICES-GOLDER	0	0	0	.00	.00	.00	.0%
70361534 531322 PS-GOLDER-PERMIT RENEWAL	0	0	0	.00	.00	.00	.0%
70361534 531324 PS-GOLDER-CAR	0	1,498	1,498	.00	.00	1,498.00	.0%
70361534 531325 PS-GOLDER-C&M LFG 1/13/03	0	1,408	1,408	.00	.00	1,408.00	.0%
70361534 531351 PROF SVC-FRENCH DRN LEECH	100,000	0	100,000	95,445.80	2,054.20	2,500.00	97.5%
70361534 543000 UTILITY SERVICES	600	0	600	274.98	.00	325.02	45.8%
70361534 544000 RENTALS AND LEASES	100	0	100	.00	.00	100.00	.0%
70361534 546000 REPAIRS & MAINTENANCE	753	0	753	.00	.00	753.00	.0%
70361534 549006 WN PC PERMIT RENEWAL	250	0	250	.00	.00	250.00	.0%
70361534 552000 MISC OPERATING SUPPLIES	650	0	650	1.41	.00	608.59	6.4%
70361534 552020 GAS, OIL & LUBRICANTS	628	0	628	.00	.00	628.00	.0%
70361534 552640 EQUIPMENT <\$750	350	0	350	.00	.00	350.00	.0%
70361534 564000 EQUIPMENT	0	0	0	.00	.00	.00	.0%
70361534 564001 EQUIP \$5000 OR GREATER	0	7,547	7,547	7,546.88	.00	.12	100.0%
TOTAL WN PH I OLD POST-CLOSURE	119,030	7,547	126,577	105,757.58	4,335.20	16,484.22	87.0%

145,000
 BT-20

70362534 WN PH II NEW PC & CLOSURE

L

AGENDA REQUEST



Agenda Request For: 16 December 2002

Department: Solid Waste Management

Fund: Solid Waste Management Fund/Landfill Operations/Prof Services
Leachate - WN

Action Requested and Recommendation: Industrial Water Services, Inc. (IWS) requests the Board considers a rate increase for the transport, treatment and disposal of non-hazardous leachate water from the West Nassau Landfill. If approved this would be effective as of December 26, 2002. Staff recommends approval.

Background: IWS has serviced the county's permit mandated leachate disposal requirements for at least the last five years. Past attempts to find other firms with the same level of competence IWS demonstrates has resulted in either firms that could not provide complete services or firms that were under FDEP scrutiny for failing to always use environmentally sound practices.

IWS states that new regulations, additional treatment requirements, increased insurance rates and increased transportation costs have forced them to ask for this increase. Staff has realized that IWS was absorbing some of these increases the past couple of years and has long expected an increase. IWS has been providing us with a vacuum truck at no additional cost. This service has recently increased due to operational problems with the LFG Flare system.

On the positive side, the flare problems are not permanent and leachate production will be reduced as we continue to fill the landfill. As a customer, IWS has returned over \$77,000 in revenues. Staff believes that with our continued aggressive leachate management program we will remain within our budget again this year.

Funding Source: 70341534-531313 Professional Services - Leachate - WN

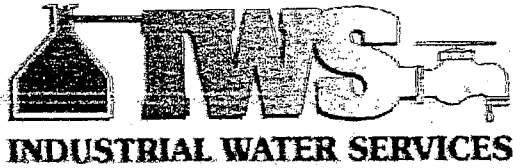
Financial/Economic Impact to Future Years Budgeting Process or Effect on Citizens: Continued annual cost of landfill operations

Is this action consistent with the Nassau County Comprehensive Land Use Plan?
N/A

Reviewed By: *[Signature]*
Legal: *[Signature]*
Finance: *[Signature]*
Coordinator

APPROVED
DATE 12/16/02

02 DEC -3 AM 10:51
COUNTY CLERK
OFFICE



Industrial Water Services
1980 Avenue "A"
Mobile, Alabama 36615

Facility:
1980 Avenue "A"
Mobile, Alabama 36615
(334) 694-7500
FAX: (334) 694-7508

Corporate Office:
1-800-447-3592
FAX (904) 350-1313

Customer Service:
1-800-4-IWS-HAUL
800-449-7428

Industrial Water Services, Inc.
P.O. Box 43369
Jacksonville, Florida 32203

Facility:
1705 Danese Street
Jacksonville, Florida 32206
(904) 354-0372
FAX: (904) 354-7612

Tuesday, November 26, 2002

Bob McIntyre
Nassau County Solid Waste Dept.
904-879-6321
904-879-6323

Dear Bob:

Thank you for seeing me the other day on such short notice. As we discussed, Industrial Water Services, Inc. (IWS) is in the process of evaluating all of our wastestreams. Due to new regulations and treatment requirements, increased insurance rates and rate increases from our transporters, we must raise our rates. IWS has not raised your rate since our relationship began. We have tried to absorb the increase in rates as long as we could. The new rate for transportation and disposal is detailed below.

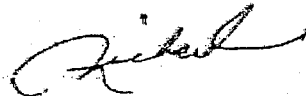
A. Tanker: Transportation / Disposal: \$.08 per gallon.

B. Vacuum Truck (Transportation): \$ 90.00 per hour.
Vacuum Truck (Disposal): \$.05 per gallon.

It would be very helpful to have the increase as soon as possible. We will still be sending our sludge your way on a regular basis. In order to maintain the level of professionalism you depend on, in both a strict adherence to regulations and the service we provide, we must raise our rates.

Thank you so much for all the years of allowing us to provide service to the landfill. You have been a great vendor and an even better customer. Please review and let me know your thoughts.

Sincerely,



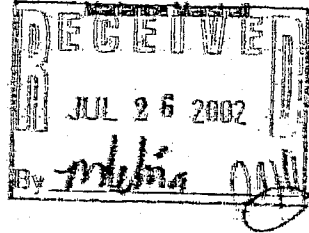
Richard Grant
Sales / Transportation



NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 P. O. Box 1010
 Fernandina Beach, Florida 32035-1010

Nick Deonas
 David C. Howard
 Vickie Samus
 Floyd L. Vanzant
Margaret Marshall

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 Dist. No. 2 Fernandina Beach
 Dist. No. 3 Yulee
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 Dist. No. 5 Callahan



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

MICHAEL S. MULLIN
 County Attorney

WALTER D. GOSSETT
 County Coordinator

July 24, 2002

Mr. A. Thomas Dudley, President
 Industrial Water Service, Inc.
 P.O. Box 43369
 Jacksonville, FL 32203

RE: Agreement between Nassau County and
 Industrial Water Services, Inc. for
 Leachate Transportation and Disposal

Dear Mr. Dudley:

At a regular session of the Nassau County Board of County Commissioners held July 8, 2002 the Board approved and authorized the Chairman to sign the referenced agreement. An original executed document is enclosed for your records.

Should you have any questions, please call Joyce Bradley at 904.321.5903.

Sincerely,

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

Enclosure

cc: Mr. Bob McIntyre, Solid Waste Management w/original
 Ms. Joyce Bradley, Legal Services w/original
 Mr. Ted Selby, Financial Services w/copy