



Keene Road Disposal
255 W. Keene Rd.
Apopka, FL 32703
Phone (407) 886-2920

SERVICE AGREEMENT
NON-HAZARDOUS WASTE DISPOSAL

Sales ID Code: _____

The above named disposal facility and corporate are referred to herein as "Facility" and "Contractor", respectively.

Customer's Billing Name: City of Ocoee

Customer's Billing Address: 150 N. Lakeshore Drive

City, State, Zip Code Ocoee, FL 34761

Phone Number: 407-905-3170 Fax Number: 407-905-3176

Billing Contact: Joy Doyno P.O. Number: 1417037

Credit may be extended to Customer after appropriate credit information on a form acceptable to Contractor has been presented to and reviewed by Contractor. Contractor may require a collateral deposit in the form of cash, letter of credit or surety bond to be determined upon completion of credit review by the Contractor.

This is a legally binding contract and Contractor agrees to provide and Customer agrees to accept the waste disposal services subject to the terms and conditions specified in this contract.

Estimated Monthly Amount of Waste For Disposal: 136 T. (Include units e.g. cubic yards / tons) Tons

Pricing / Special Instructions:

Type of Waste: Yard waste
Profile #:

(Customer Name) <u>City of Ocoee</u>	Keene Road Disposal, a division of Waste Management Inc. of Florida
By: <u>S. Scott Vandergrift</u>	By: <u>Irvin L. Slike</u>
Name: <u>S. Scott Vandergrift</u>	Name: <u>Irvin L. Slike</u>
Title: <u>Mayor</u>	Title: <u>District Manager</u>
Date: <u>7-18-06</u>	Date: <u>8/29/06</u>

TERMS AND CONDITIONS OF DISPOSAL SERVICE AGREEMENT

The Agreement. The entire agreement of the parties for the disposal of waste (the "Agreement") shall consist of this Service Agreement and any applicable Generator's Waste Profile Sheet(s).

Wastes Accepted at Facility. Customer warrants that the waste delivered to Contractor hereunder will not contain a regulated quantity of any hazardous, radioactive, or toxic waste or substance as defined by applicable Federal, state, local or provincial laws or regulations.

Special Waste. Customer acknowledges reading the attached Contractor's Definition of Special Waste (dated 8/2001), and warrants that the waste delivered to Contractor hereunder will not contain any Special Waste unless and except: (1) as specifically described on Generator's Waste Profile Sheet(s) attached hereto or which Contractor later agrees to accept in writing; or (2) incidental amounts of Special Waste, as listed by Customer in the "Incidental Special Waste Types and Amounts" section of this form. The parties may incorporate additional Special Waste as part of this Agreement if prior to delivery of such waste to Contractor. Customer has provided a Generator's Waste profile Sheet for such waste and Contractor has approved disposal of such waste in writing. Customer agrees to comply with such precautions, limitations and conditions contained in Contractor's written notice of approval of Special Waste.

Rights of Refusal/Rejection. Contractor has the right to refuse or reject after acceptance any load of wastes delivered to the Facility if the Contractor believes the Customer has breached (or is breaching) its warranties or agreements hereunder. If Customer delivers wastes in breach of any warranty or agreements, herein, Contractor may in its sole discretion, either remove and dispose of that waste and charge Customer for the costs or require Customer to promptly remove the waste.

Limited License to Enter. During the term of this Agreement, Customer shall have a license to enter the Facility for the limited purpose of, and only to the extent necessary for, off-loading waste at the location and in the manner directed by Contractor. Except in an emergency, or at the express direction of Contractor, Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the waste, Customer's personnel shall promptly leave the Facility. Under no circumstances shall Customer or its personnel engage in any scavenging of waste at the Facility. Contractor may refuse to accept waste from, and shall deny an entrance to, any of Customer's personnel whom Contractor believes is under the influence of alcohol or other chemical substances.

Charges and Payment. Unless otherwise agreed to in writing by the parties hereto, Customer agrees to pay Contractor's posted disposal rates, which may change from time to time. Customer shall be liable for all taxes, fees or other charges imposed upon the disposal of Customer's waste by federal, state, local or provincial laws and regulations. Applicable fuel surcharges may apply. Payment shall be made by Customer within ten (10) days after the date of the invoice from Contractor. In the event that any payment is not made when due, Contractor may terminate the Agreement. Customer agrees to pay a late fee for all past due payments not to exceed the maximum rate allowed by applicable law.

Term. This Agreement shall continue in effect until terminated by either party, with or without cause, upon forty-eight (48) hours' notice. Customer's representations and warranties regarding the waste delivered and the mutual indemnities set forth herein shall survive termination of this Agreement.

Driver's Knowledge and Authority. Customer warrants that its drivers who deliver waste to the Facility have been advised by Customer of Contractor's prohibition of deliveries of hazardous, radioactive, or toxic waste to the facility, of Contractor's restrictions on deliveries of Special Waste to the facility, of the definitions of "hazardous waste" herein provided, and of the terms of this license to enter the facility.

Indemnification. (a) Contractor agrees to indemnify, save harmless and defend the Customer from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which it may hereunder incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violations of governmental laws, regulations, orders caused solely by the negligent act, negligent omission or willful misconduct of Contractor's employees, or its subcontractors in the performance of the Agreement.

(b) Customer agrees to indemnify, save harmless and defend Contractor from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused, in whole or in part by the Customer's breach of any warranty, terms or provision of the Agreement, or any negligent act, negligent omission or willful misconduct of the Customer, its employees, or subcontractors in the performance of the Agreement.

Attorney's Fees. In the event of a breach of the Agreement, the breaching party shall pay all reasonable attorneys' fees, collection fees and costs of the other party incident to any action brought to enforce the Agreement.

Assignment. Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that Contractor may, without any such prior written consent assign its rights and/or obligations under the Agreement to a subsidiary or affiliate corporation.

Miscellaneous. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The Agreement shall be governed by and construed in accordance with the laws of the State in which the facility is located.

In the event of any change in law, rule or regulation, or any administrative, government or judicial action, order or injunction, including but not limited to the failure of any governmental body to issue or grant, or the suspension, revocation or modification of any license, permit or authorization, Waste Management's performance hereunder may be suspended and its obligations excused or terminated under this Agreement.

CONTRACTOR'S DEFINITION OF SPECIAL WASTE

"Special Waste" means any waste from a commercial or industrial activity meeting any of the following descriptions:

1. A Waste from industrial process.
2. A waste from a pollution control process.
3. A waste containing free liquids.
4. Residue and debris from the cleanup of a spill of chemical substance or commercial product or a waste listed in this definition.
5. Contaminated residuals, or articles from the cleanup of a facility generating, storing, treating, recycling, or disposing of chemical substances, commercial products, or waste listed in 4 or 7 of this definition.
6. Any waste which is non-hazardous as a result of treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act (RCRA)
7. Chemical containing equipment removed from service in which the chemical composition and concentration are unknown.
8. Friable and non-friable asbestos waste.
9. Commercial products or chemicals which are off-specification, outdated, or unopened. Outdated or off-specification uncontaminated food or beverage products in original consumer containers are not included in this category, unless management of such containers is restricted by applicable regulations. Containers which once held commercial products or chemicals are included in this category unless an end has been removed (for containers larger than 25 gallons), and the container is empty as defined by RCRA, the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), or other applicable regulations.
 - a. RCRA considers a container to be empty when: all waste have been removed that can be removed using the practices commonly employed to remove materials from the type of the container (e.g., pouring, pumping or aspirating), and no more than 1 inch (2.54 centimeters) or residue remains in the container or inner liner (for container \leq 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container or inner liner (for containers $>$ 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTE must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. The pressure in cylinders of compressed gas and aerosol cans must be substantially equivalent to atmospheric pressure.
 - b. Containers which once held pesticides regulated under FIFRA must be emptied according to label instructions.
10. Treated medical waste is any waste from a bio-medical source including, but not limited to, a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
11. Residue/sludges from waste water treatment plant, septic tanks, food service grease traps, or washwater and wastewater from commercial laundries, Laundromats, and car washes, unless these wastes are managed at commercial or public treatment works.
12. Chemicals containing equipment removed from service in which the chemical composition and concentration are known (e.g., acetylene tanks, cathode ray tubes, lab medical equipment).
13. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with petroleum or chemicals from the industrial process. Chemicals or residue removed or drained from such equipment or facilities are also special waste.
14. Combuster ash.

Dear Customer:

This is to advise you that Keene Road Disposal may not, after August 18, 1980, lawfully receive hazardous waste as defined by the United States Environmental Protection Agency at 40 C.F.R., Part 261. By federal law, no person may transport such hazardous waste to our facility for storage, treatment or disposal. P.L. 94580, as amended, Sec. 3010(a).

We bring this to your attention so we may fully discharge our legal obligations to avoid receipt of hazardous waste, we request that an authorized representative of your company sign and date the Acknowledgment appearing at the bottom of this letter. Please return the duplicate copy of this letter, with the executed Acknowledgment, not later than ten (10) days following receipt of this letter.

In the event you determine you have any hazardous waste for which you need lawful storage, treatment or disposal, please call us for information concerning the authorized hazardous waste management service that our affiliated companies can offer. As always, we appreciate your patronage and we shall continue to provide you with the highest level of non-hazardous waste management services.

Sincerely,

Robert Oliver
District Manager

ACKNOWLEDGEMENT

This will acknowledge our receipt of the above correspondence and will signify our understanding that (effective August 19, 1980) the above solid waste management facility is prohibited by federal statute from receiving "hazardous waste" as such has been identified or listed by the U.S. Environmental Protection Agency at 40 C.F.R., Part 261.

Date: 8/29/06

Joy L. Doyno
Print or type name

Joy L. Doyno
Signature

Administrative Assistant
Title

City of Ocoee
Company

LANDFILL SAFETY RULES

No one is allowed in the immediate work area/ face of the landfill where heavy equipment is constantly moving back/forth.

1. Observe all posted speed limit signs, and obey other signs.
2. Stay in your lane.
3. Slow down for speed bumps.
4. Maintain a safe distance from other trucks and equipment when dumping.
5. Be aware of your surroundings before you dump.
6. Driver is responsible for safe operation of his equipment at all times.
7. Do not pull into the path of other trucks and equipment.
8. Remove tarps and open tailgates in the active landfill area or a designated area.
9. Obey the spotters.
10. Close your tailgate in the designated area.
11. No smoking.
12. Be courteous.
13. All trucks should be clearly labeled with the company name. If not, trucks will not be allowed to dump on that account without written authorization on their company letterhead.
14. All children under 18 years of age must remain in vehicle. All helpers must remain in vehicles. Drivers should not go further than (6') from their vehicle.

RECOMMENDATIONS

1. Wear steel shank work boots.
2. Wear safety glasses.
3. Wear work gloves.
4. Wear hardhat.