



C & C Peat Co., Inc.

Premium Quality Potting Media
(800) 330-4866

<http://www.ccpeat.com>
info@ccpeat.com

CONTRACT
HAULING, TREATMENT AND COMPOSTING
OF
DOMESTIC WASTEWATER RESIDUALS

This "CONTRACT" for Hauling, Treatment and Composting of Domestic Wastewater Residuals ("CONTRACT") is made and entered into this _____, 2008, by and between C&C Peat Company, Inc., Facility ID: FLA 468011, hereinafter referred to as C&C and City of Leesburg / 223 South 5th St. Leesburg, FL 34748 hereinafter referred to as GENERATOR.

Whereas, C&C is the owner and operator of a Residuals Management Facilities (RMF), and said RMF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas, the GENERATOR owns and operates a RMF and has a need to treat residuals generated at the WWTF by the GENERATOR, and

Whereas, C&C is responsible for maintenance and operations of an RMF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit #FLA468011, and to the full extent of all rules and regulations applicable by federal, state and local governing bodies, all of which as may be amended from time to time, and

Whereas, as a condition precedent to obtaining a valid operating permit for the RMF, FDEP requires C&C to file a Facility Management Plan whereby C&C certifies that their residuals shall be composted to meet class AA standards.

Now therefore, and in consideration of the mutual terms, covenants and conditions to be complied with on the part of the respective parties hereto, it is agreed as follows:

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1650 County Road 470
Okahumpka, FL 34762
Office: (352) 323-8213
Fax: (352) 365-0367



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1. The following C&C FDEP permit (the "C&C Permit") as may be amended from time to time, is incorporated herein and made a part hereof by reference:
 - A. FLA468011 (C&C Peat's RMF)
2. By and through the C&C Permit, C&C has a total capacity of 18,000 gallons per day, available for residuals treatment from GENERATOR.
3. Nothing in this CONTRACT shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in compliance with all applicable rules and regulations.
4. The GENERATOR hereby covenants and agrees:
 - A. To provide a chemical analysis of the wastewater residuals proposed to be composted as treated residuals prior to the initial hauling of the residuals, and to provide updated and additional residuals analysis in compliance with the frequency and schedule stated in the GENERATOR's WWTF permit, Chapter 62-640 F.A.C., and other applicable rules of the State of Florida
 - B. To pay a fee designated in this CONTRACT for disposal (the "Residuals Fee").
 - C. That residuals will meet all chemical criteria as stated in 40 CFR part 503, 62-640, F.A.C., and any other applicable rules and regulations of federal, state or local governing bodies.
 - D. To make application (including payment of associated fees) to the FDEP for any modification to GENERATOR's permit, that may be required with the initiation of this CONTRACT.
 - E. To save and hold harmless C&C from any actions and/or penalties associated with the conditions and requirements of the GENERATOR's permit or other federal, state, and local rules and regulations, except to the extent that such responsibilities are undertaken by C&C as specifically stated under this CONTRACT.
 - F. Provide C&C with a certified manifest of the residuals being delivered
 - G. To provide for the hauling of the residuals from the GENERATOR, and for the transport to the composting RMF for acceptance, treatment and application as may be required, all pursuant to applicable federal, state and local laws, permits and/or regulations. This includes the cleanup of any spills or accidents as a result of the transportation of the residuals. GENERATOR shall save and hold harmless C&C for all liability arising under these activities.

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Notwithstanding anything to the contrary, GENERATOR shall only be required to save and hold C&C harmless to the extent permitted by law and subject to the limitations of Florida Statute Section 768.28. Nothing herein shall be deemed or construed as a waiver or GENERATOR'S sovereign immunity protection.

Furthermore, the GENERATOR warrants that the residuals delivered to C&C shall not contain, hazardous, toxic, industrial or radioactive waste or prohibited substances except as permitted by applicable rules and regulations of federal, state or local governing bodies.

5. C&C hereby covenants and agrees:

- A. To maintain and operate its RMF in accordance with 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits and regulations.
- B. To accept all responsibility and save and hold harmless GENERATOR from any actions and/or penalties for the proper treatment application of the residuals as required by 40 CFR Part 503, 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of C&C pursuant to this CONTRACT.
- C. To maintain a record of the total quantity of residuals composted to file with FDEP a summary as required by the licensing permit issued to C&C and to provide the necessary Facility Management Plan as required by FDEP under Chapter 62-640, F.A.C.
- D. To maintain throughout this Agreement the following insurance:

Comprehensive General Liability. C&C shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of One Million dollars (\$1,000,000) per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u).

Business Automobile Liability. C&C shall purchase and maintain Business Automobile Liability coverage on forms no more restrictive than the latest editions of

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the Business Automobile Liability policies of the Insurance Services Office (ISO). The Business Automobile Liability policy shall provide minimum limits of five hundred thousand dollars (\$500,000) per occurrence combined single limit that includes coverage for claims for bodily injury and property damage arising from the use of motor vehicles, including on-site and off-site operations, and owned, non-owned and hired vehicles, and employee non-ownership use.

Workers' Compensation. C&C shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least one hundred thousand dollars (\$100,000) each accident and one hundred thousand dollars (\$100,000) each employee with a five hundred thousand dollar (\$500,000) policy limit for disease.

C&C's Comprehensive General Liability insurance policy shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the Agreement.

6. The quality of residuals for composting under the C&C Permits, are at a minimum, Class B stabilized as defined in 40 CFR Part 503 and 62-640, F.A.C.
7. C&C currently and will during the term of the CONTRACT have the availability of capacity to handle the agreed upon amount of residuals transported as described herein.
8. The initial term of this CONTRACT shall be for one year (INITIAL TERM), which shall expire one year from the date of execution. Upon the expiration date, and each subsequent anniversary thereof, the CONTRACT will automatically renew for an additional one year term unless either party gives written notice of cancellation by Certified Mail no less than thirty (30) days prior to the expiration date on the then current term. Either party may cancel this Agreement for convenience by providing the other party with thirty (30) days written notice.
9. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this CONTRACT, both parties agree that the cost of the legal proceedings and reasonable attorney's fees, including any attorney fees and costs incurred as a result of any proceedings shall be paid by the party that does not prevail, or if comparative fault is found, then pursuant to the determination of the court.
10. C&C will invoice the GENERATOR weekly for loads hauled. Payment shall be made within **Thirty (30)** days of the invoice date.
11. The Residuals Fee will be paid by the GENERATOR at the rate of 1.5 cents per gallon. Prices are subject to change upon the completion of the Initial Term of the CONTRACT and each renewal term thereafter.

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12. C&C agrees that it is an independent contractor and not an agent, joint venturer, or employee of the GENERATOR, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by GENERATOR to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the GENERATOR to C&C. C&C will be responsible for paying its own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. C&C shall be solely and entirely responsible for its acts during the performance of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

C&C Peat Company, Inc.
By: Stephen Cook
Its: President

CITY OF LEESBURG

BY: _____
Mayor

ATTEST:

City Clerk

Approved as to form and content:

City Attorney

CC: FDEP – Central District
City of Leesburg

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