

PLANTATION BAY UTILITY
EFFLUENT DISPOSAL AGREEMENT

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PLANTATION BAY UTILITY COMPANY

100 Plantation Bay Drive
Ormond Beach, FL 32174
(386) 437-9185

July 22, 2009

Florida Department of Environmental Protection
Northeast District Office
Wastewater Section
7825 Baymeadows Way, Suite B200
Jacksonville, FL 32256-7590

Re: Plantation Bay Utility Company (PBUC)
Permit # FLA011597

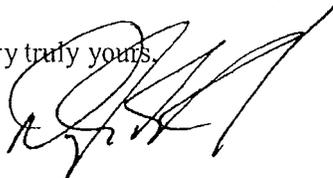
To Whom It May Concern:

Please be advised that PBUC has entered into another agreement with a resident management facility (RMF) named Rainbow Ranch. A copy of the agreement is attached. Unless otherwise advised by FDEP we plan to begin service with the Rainbow Ranch RMF on September 1, 2009.

Also attached is a copy of the hauling record form. The data requirement on this form seems to comply with the permit.

If you have any questions, please do not hesitate to contact me at (386) 236-4160.

Very truly yours,



Douglas R. Ross, Jr.
Vice President

DRR/bm

Enclosures

AGREEMENT
FOR
HAULING, TREATMENT AND LAND APPLICATION
OF
DOMESTIC WASTEWATER RESIDUALS

This Agreement for Hauling, Treatment and Land Application of Domestic Wastewater Residuals is made and entered into this 20th day of July, 2009, by and between **RAINBOW RANCH**, hereinafter referred to as the "PROCESSOR" and **PLANTATION BAY UTILITY COMPANY, INC.**, FDEP Permit Number FLA011597, hereinafter referred to as "PBUC".

Whereas, PROCESSOR is the owner and operator of a Residuals Management Facilities ("RMF"), located at 257 Old Dupont Road, Bunnell, Florida 32110, Flagler County, and said RMF has been approved and is operating under Florida Department of Environmental Protection ("FDEP") permits, and

Whereas, PBUC owns and operates a Wastewater Treatment Facility ("WWTF"), located at 1600 Old Dixie Highway with mailing address of 100 Plantation Bay Drive, Ormond Beach, Florida, 32174, Volusia County and has a need to treat and/or land apply residuals generated at the WWTF, and

Whereas, PROCESSOR is responsible for maintenance and operations of an RMF in compliance with 40 CFR Part 503, Chapter 62-640, F.A.C., FDEP Permit number FLA372196 ("RMF Permit"), 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 PROCESSOR to file Agricultural Use Plans whereby PROCESSOR certifies that their residuals shall be applied only on sites for which an Agricultural Use Plan has been approved by the FDEP.

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:

1. By and through the RMF Permit, PROCESSOR has a total capacity of 0.057 million gallons per day (MGD) available for residuals treatment.
2. Nothing in the Agreement shall supersede or take precedence over the obligations and responsibilities of each party to operate and maintain their facilities in

compliance with all applicable permits, rules and regulations for their respective facilities.

3. PBUC hereby covenants and agrees:
 - a. To provide a chemical analysis of the wastewater residuals proposed to be land applied 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 WWTF permit, Chapter 62-640, F.A.C., and other applicable rules of the State of Florida, if requested by PROCESSOR.
 - b. To pay a fee designated in this Agreement for transport, treatment and/or land application (the "Residuals Fee").
 - c. That residuals will meet all chemical criteria as state in 40 CFR Part 503, Chapter 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 modifications to the WWTF permit, that may be required with the initiation of this Agreement.
 - e. To save and hold harmless PROCESSOR from any actions and/or penalties associated with the conditions and requirements of PBUC's permit or other federal, state and local rules and regulations, except to the extent that such responsibilities are undertaken by PROCESSOR as specifically stated under this Agreement.
 - f. To provide PROCESSOR with a certified manifest of the residuals being delivered on a record form provided to PBUC by PROCESSOR at time of each shipment.

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

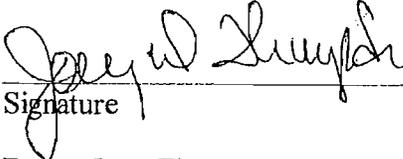
4. PROCESSOR hereby covenants and agrees:
 - a. To maintain, monitor and operate their residuals application sites in accordance with 40 CFR Part 503, Chapter 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.
 - b. To maintain and operate their RMF in accordance with 40 CFR Part 503, Chapter 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations.

- c. To accept all responsibility and save and hold harmless PBUC from any actions and/or penalties for the proper transportation, treatment and/or land application of the residuals as required by 40 CFR Part 503, Chapter 62-640, F.A.C. and any other applicable federal, state and local laws, permits or regulations, and for other actions of PROCESSOR pursuant to this Agreement.
 - d. To provide for the hauling of the residuals from PBUC WWTF, and for the transport to the residuals application site or to the 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 clean up of any spills or accidents as a result of the transporting of the residuals. PROCESSOR shall save and hold harmless PBUC for all liability arising under these activities.
 - e. To maintain a record of the total quantity of residuals land applied, to file with the FDEP a summary as required by the licensing permit issued to PROCESSOR and to provide the necessary Agricultural Use Plan as required by FDEP under Chapter 62-640, F.A.C.
 - f. To initiate a record at the time of acceptance for each shipment of residuals from PBUC source facility with appropriate information in accordance with FDEP requirements.
- 5. The quality of residuals for land application under the PROCESSOR's permits, are at a minimum, Class B stabilized as defined in 40 CFR Part 503, Chapter 62-640, F.A.C.
 - 6. PROCESSOR currently and shall during the term of the Agreement have the availability of capacity to handle the agreed upon amount of residuals transported as described herein. PBUC normally generates approximately 12,000 to 18,000 gallons per week.
 - 7. PROCESSOR will invoice PBUC weekly for loads hauled. Payments shall be made with forty-five (45) days of the invoice date.
 - 8. As full and complete compensation for these services, PBUC agrees to pay and PROCESSOR agrees to accept the Residuals Fee for liquid charged at the rate of \$.12 per gallon for all services provided herein. Prices are subject to change upon the completion of the initial term of the Agreement and each renewal term thereafter. OK
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 - 9. The initial term of this Agreement shall be for one (1) year, which shall expire one (1) year from the date of execution. Upon the expiration date, and each subsequent anniversary thereof, the Agreement will automatically renew for an additional one (1) year period, unless either party gives written notice of termination by certified mail no less than thirty (30) days prior to the expiration date of the then current period.

10. Either party may terminate this Agreement at any time without cause upon thirty (30) day written notice by certified mail to the other party.
11. In the event it should become necessary for either party to retain the services of an attorney to enforce any provision of this Agreement, both parties agree that the cost of any 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.

PROCESSOR:

RAINBOW RANCH


Signature _____

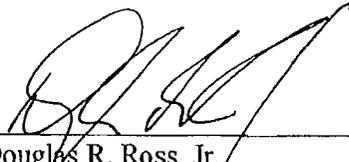
Date: 7-20-09

By: Jerry Thompson

Its: Plant Mgr.

PBUC:

PLANTATION BAY UTILITY COMPANY, INC.


By: Douglas R. Ross, Jr.
Its: Vice President

Date: 7/22/09

CC: FDEP -Northeast District

RAINBOW RANCH

RESIDUALS MANIFEST

1. SOURCE FACILITY INFORMATION

Source Facility Name: _____ ID#: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

Treatment Degree: _____ Residuals Shipped: _____ gallons

Printed Name of Source Facility Representative _____ Title _____

Signature of Source Facility Representative _____ Date _____ Time _____

2. PERMITTED WASTE HAULER

Hauling Firm Name: _____ WHDP: _____

Address: _____ City: _____

State: _____ Zip: _____ Phone: _____

I hereby certify that all wastes being disposed of under this manifest are accurately identified in Section 2 of this manifest. I also certify that no wastes being disposed of or constituents thereof are listed as a RCRA hazardous waste or qualify as having characteristics of a hazardous waste as identified by 40 CFR 261 and that the foregoing is true and correct to the best of my knowledge and belief.

Printed Name of Hauler _____ Hauling Firm Name _____

Signature of Hauler _____ Date _____ Time _____

3. RESIDUALS MANAGEMENT FACILITY

Residuals Facility Name: **Rainbow Ranch R.M.F.** ID#: **FLA 372195**

Address: **257 Old Dupont Road** City: **Bunnell**

State: **Florida** Zip: **32110** Phone: **(386) 437-8427**

Residuals Received: _____ gallons

Printed Name of Receiver _____ W H Ticket # _____

Signature of Receiver _____ Date _____ Time _____