

**WASTEWATER RESIDUAL DISPOSAL AGREEMENT
BETWEEN COCA COLA NORTH AMERICA AND THE CITY OF GAINESVILLE
D/B/A GAINESVILLE REGIONAL UTILITIES**

THIS AGREEMENT is made as of the ____ day of ____ 2006, by and between the City of Gainesville, a Florida municipal corporation d/b/a Gainesville Regional Utilities (GAINESVILLE) and Coca-Cola North America (CCNA), a _____ corporation. It is hereby agreed that GAINESVILLE will haul, treat, and dispose of brine wastewater from the CCNA bottling facility in High Springs, Florida.

WITNESSETH:

WHEREAS, CCNA owns and operates a water bottling facility in High Springs, Florida which produces a process wastewater that is high in total dissolved solids as a result of its water purification operations; and

WHEREAS, CCNA desires to have GAINESVILLE manage and dispose of said process wastewater; and

WHEREAS, GAINESVILLE owns and operates wastewater collection, treatment and disposal facilities and has the resources with which to take delivery, haul and dispose of such wastewater in accordance with applicable law.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. Term

This contract will become effective immediately and will remain in effect for a period of six (6) months from the date of execution, unless terminated sooner by mutual agreement by both parties, or terminated for cause as described below. This contract may be extended for up to two additional three (3) month periods based upon written mutual agreement of the parties. Either party may terminate this Agreement early for its convenience and in its sole discretion, provided that the other party is given at least 14 calendar days prior notice and all sums due either under the Agreement are promptly paid.

2. Termination for Cause, Suspension

Noncompliance with the material terms and conditions of the Agreement for a period of fourteen (14) days after written notification shall constitute cause for termination of this Agreement. Immediately upon notification by either party to the other of noncompliance, hauling of wastewater may be suspended at the election of the complying party, until such time that the parties are returned to full compliance or the Agreement is terminated.

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3. GAINESVILLE's Obligations

GAINESVILLE shall:

- a) Remove and transport process wastewater from CCNA's High Springs bottling facility and deliver it to GAINESVILLE'S facilities for treatment. Provided, however, GAINESVILLE will not be required to remove, transport or treat more than 24,000 gallons on any given day.
- b) Transport, treat, manage and dispose of the wastewater removed under a) above according to Florida Department of Environmental Protection (FDEP) and United States Environmental Protection Agency (USEPA) requirements and all other applicable laws and regulations.

4. CCNA's Obligations

CCNA shall:

- a) Provide GAINESVILLE with analyses of the wastewater in accordance with the schedule contained in Table 1. This will include an initial analysis prior to commencement of hauling, and periodic testing as provided in Table 1. CCNA will notify GAINESVILLE promptly if at any time there is a change in operations or a known event which may significantly impact the characteristics or constituents of the process wastewater being received by GAINESVILLE.
- b) Ensure and hereby represent and warrant, that the wastewater removed from the CCNA wastewater treatment plant does not exceed the maximum allowable concentrations defined in Table 1, and will not at any time during the term of the Agreement contain any hazardous, toxic, or radioactive waste or substances as defined by and in violation of applicable federal, state, and local laws, including the federal Clean Water Act pretreatment program and its implementing regulations.
- c) Provide and maintain in good working order access roads, entry/exit locations, and storage and transfer pumping facilities in order to allow safe and efficient access and loading of wastewater into GRU tanker trucks.

5. Permits & Licensing

GAINESVILLE and CCNA shall be responsible for obtaining all permits, licenses, certifications and insurance for their respective performance of their obligations hereunder insofar as such permits, licenses and certifications are required under federal, state and local laws, regulations and ordinances. CCNA will be required to obtain an industrial pretreatment permit from GAINESVILLE.

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6. Right of Refusal

If GAINESVILLE determines at any time that any CCNA wastewater demonstrates properties that have the potential to cause harm to GAINESVILLE's facilities or personnel, interfere with GAINESVILLE's operations, cause violation of any of GAINESVILLE's environmental permits, or may result in violation of any federal, state or local law, rule, regulation or ordinance, then GAINESVILLE, in the exercise of its sole discretion, may refuse acceptance of CCNA's wastewater. In the event GAINESVILLE has already taken possession of the wastewater when this determination is made, CCNA, at CCNA's cost and expense, will be responsible for removal of such wastewater from GRU's equipment and facilities and proper disposal of the material. GAINESVILLE agrees that any such refusal on its part will be made in good faith, and also to work with CCNA in good faith regarding the arrangement for removal and alternative disposal of the wastewater in question.

7. Scheduling of Hauling Events

CCNA and GAINESVILLE shall schedule mutually agreed upon times and dates for hauling. Either CCNA or GAINESVILLE may temporarily suspend operations and/or cancel and reschedule a hauling event should their respective operational needs reasonably so require. Gainesville may suspend hauling and treatment of wastewater during storm events, upset activities, or any other situation in which GAINESVILLE's facilities are unable to accept the waste, or GAINESVILLE personnel are reasonably unavailable to perform hauling activities.

8. Amendments

This Agreement may be amended only by mutual, written Agreement of the parties. The parties acknowledge, however, that a material change in their respective circumstances, including, but not limited to changes in regulatory requirements that significantly increase the costs of performance for either party under this agreement, shall entitle the impacted party to request amendment to the contract to address such impact. Should the parties fail to negotiate such amendment within thirty (30) calendar days of such written request by either for amendment under this paragraph, then either party may terminate this agreement upon the giving of not less than fourteen (14) days written notice of intent to terminate.

9. Indemnification

Each party shall, to the fullest extent permitted under applicable law, indemnify, defend, and hold harmless the other party, including its directors, officers, employees, and affiliates, from and against any liability, damages, costs, or losses of any kind (including reasonable attorneys' fees) caused by the indemnifying party or its officers, employees or agents; provided,

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however, that this indemnity obligation shall not apply to the extent any such liability or damages are caused by the indemnified party's or its agents' negligence or willful acts or omissions, and shall be subject to the limitations contained in F.S. 768.28.

10. Force Majeure

Neither party shall be considered in default in performance of its obligations herein to the extent that performance of such obligations or any of them is delayed or prevented by force majeure. Force majeure shall include, but not be limited to, hostilities, revolution, civil commotion, strikes, epidemic, accident, fire, flood, wind, hurricane, earthquake, explosion, blockage, or any law, proclamation, regulation, or ordinance, demand, or requirement of any government or governmental agency having or claiming to have jurisdiction over the work, or with respect to materials purchased for the work, or over the parties hereto or other act of government or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this provision, is beyond the control and without the fault or negligence of the party seeking relief under this provision. A party asserting force majeure shall give prompt notice of said assertion to the other.

11. Price and Payment

GAINESVILLE will submit to CCNA an invoice at the end of each month which will be due and payable within 30 days.

GAINESVILLE will charge CCNA at a rate of \$525.60 per tanker truck load. A 25% surcharge shall be applied in accordance with Section 27-169(b)(2) of the Gainesville Code of Ordinances for a total charge (including surcharge) of \$657 per tanker truck load. This is based on a cost of \$0.1095/gallon for a 6,000 gallon capacity tanker truck. Partial loads will be billed at the same cost (\$657 per load) as full truckloads.

12. Binding Effects/Non-Assignment

This Agreement shall be binding upon the parties and their respective successors, assigns, and legal representatives. Neither party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express, prior written consent of the other party, which consent shall not be unreasonably withheld.

13. Entire Agreement

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions, or allegations than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties.

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14. Survival of Terms

The provisions of paragraph 9 shall survive the expiration or termination of this Agreement.

15. Governing Law

This Agreement shall be governed by the laws of the State of Florida. The venue for any dispute shall be the courts of Alachua County, Florida.

16. Notices

Any notices pursuant to this agreement shall be deemed to have been properly sent when mailed or hand delivered to the parties at the following addresses:

As to CCNA:
Bryan Connerat
Principal Engineer
One Coca-Cola Plaza
Atlanta, GA 30313

As to GRU:
David M. Richardson
Assistant General Manager for Water & Wastewater Systems
Gainesville Regional Utilities
P.O. Box 147117
Station A122
Gainesville, Florida 32614-7117

Unless otherwise provided in writing by the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year first stated above.

Coca-Cola North America, a wholly-owned division of The Coca-Cola Company

BY: _____

Name: _____
(Printed or Typed)

Title: _____

The City of Gainesville

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David M. Richardson, P.E.
Assistant General Manager for Water & Wastewater Systems

Approved as to form and legality:

Utilities Attorney

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**Table 1.
Parameters for Initial Analysis and Schedule On-Going Analysis for
Analysis of Wastewater from CCNA Facility**

Parameter	Frequency ¹	Maximum Allowable Concentration (ug/l) ²
Conductivity	1/wk ³	20,000 umhos
pH	1/wk ³	5.5-9 s.u.
Total Dissolved Solids	1/mo ⁴	Report ⁶
Arsenic	1/mo ⁴	150
Barium	1/mo ⁴	300 mg/l
Cadmium	1/mo ⁴	80
Chromium	1/mo ⁴	3,000
Copper	1/mo ⁴	500
Iron	1/mo ⁴	100 mg/l
Lead	1/mo ⁴	200
Mercury	1/mo ⁴	0.2
Molybdenum	1/mo ⁴	350
Nickel	1/mo ⁴	800
Selenium	1/mo ⁴	100
Silver	1/mo ⁴	100
Zinc	1/mo ⁴	2,500
COD	Initial ⁵	375
BOD ₅	Initial ⁵	250
Total Suspended Solids	Initial ⁵	1,000 mg/l
Total Kjeldahl Nitrogen	Initial ⁵	100 mg/l
NO ₃ /NO ₂ -N	Initial ⁵	100 mg/l
Total Phosphorus	Initial ⁵	Report ⁶

¹Initial analysis for all listed parameters required before commencement of hauling and treatment operations.

²Units in ug/l unless indicated otherwise.

³Portable meters and probes may be used for this analysis. More frequent analysis required if requested by GAINESVILLE.

⁴Analyses conducted once per month for first 2 months, *in addition to* Initial analysis. Additional analysis required if requested by GAINESVILLE.

⁵Analysis of initial sample only. Additional analysis required if requested by GAINESVILLE.

⁶Report only, no limit established.