

**PUBLIC NOTICE OF THE MEETING OF THE  
OWASSO PUBLIC WORKS AUTHORITY (OPWA)**

Council Chambers Old Central Building

109 North Birch, Owasso, OK

**Tuesday, September 6, 2022 - 6:30 PM**

*NOTE: APPROPRIATE ACTION may include, but is not limited to: acknowledging, affirming, amending, approving, authorizing, awarding, denying, postponing, or tabling.*

**AGENDA**

**RECEIVED**

**SEP 01 2022**



**City Clerk's Office**

1. **Call to Order**  
Chair Kelly Lewis
2. **Roll Call**
3. **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Trustees to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**
  - A. Approve minutes – August 16, 2022, Regular Meeting
  - B. Approve claims
4. **Consideration and appropriate action relating to items removed from the Consent Agenda**
5. **Consideration and appropriate action relating to a contract for solid waste disposal services**  
Roger Stevens  
  
Staff recommends approval of an agreement with Waste Management of Oklahoma, Inc. of Oklahoma City, Oklahoma, for disposal of solid waste and authorization to execute the necessary documents.
6. **Report from OPWA Manager**
7. **Report from OPWA Attorney**
8. **Official Notices (documents for acknowledgment or information only, no discussion or action will be taken)**
  - Payroll Payment Reports – Pay Period Ending Date August 13, 2022 and August 27, 2022
9. **New Business (New Business is any item of business which could not have been foreseen at the time of posting of the agenda)**
10. **Adjournment**

Notice of Public Meeting filed in the office of the City Clerk on Friday, December 10, 2021, and the Agenda posted at City Hall, 200 South Main Street, at 5:00 pm on Thursday, September 1, 2022.

Juliann M. Stevens, City Clerk

*The City of Owasso encourages citizen participation. To request an accommodation due to a disability, contact the City Clerk at least 48 hours prior to the scheduled meeting by phone 918-376-1502 or by email to [jstevens@cityofowasso.com](mailto:jstevens@cityofowasso.com)*

# OWASSO PUBLIC WORKS AUTHORITY (OPWA)

## MINUTES OF REGULAR MEETING TUESDAY, AUGUST 16, 2022

The Owasso Public Works Authority (OPWA) met in regular session on Tuesday, August 16, 2022, in the Council Chambers at Old Central, 109 North Birch, Owasso, Oklahoma per the Notice of Public Meeting filed Friday, December 10, 2021; and the Agenda filed in the office of the City Clerk and posted at City Hall, 200 South Main Street, at 12:00 pm on Friday, August 12, 2022.

1. **Call to Order** - Chair Kelly Lewis called the meeting to order at 7:36 pm.
2. **Roll Call** - A quorum was declared present.

Present	Absent
Chair – Kelly Lewis	Vice Chair – Alvin Fruga
Trustee – Doug Bonebrake	Trustee – Bill Bush
Trustee – Lyndell Dunn	
Staff:	
Authority Manager – Warren Lehr, Authority Attorney - Julie Lombardi	
3. **Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the Authority to be routine and will be enacted by one motion. Any Trustee may, however, remove an item from the Consent Agenda by request. A motion to adopt the Consent Agenda is non-debatable.)**
  - A. Approve minutes – August 2, 2022, and August 9, 2022, Regular Meetings
  - B. Approve claims

Mr. Dunn moved, seconded by Mr. Bonebrake to approve the Consent Agenda, as presented with claims totaling \$1,355,257.43.

YEA: Bonebrake, Dunn, Lewis  
NAY: None  
Motion carried: 3-0
4. **Consideration and appropriate action relating to items removed from the Consent Agenda** - None
5. **Consideration and appropriate action relating to the purchase of sanitary sewer pipe inspection equipment**

Robert Allison presented the item, recommending approval to purchase a Sewer Line Rapid Assessment Tool, in the amount of \$26,430.00 from InfoSense, Inc., of Charlotte, North Carolina, utilizing the Houston-Galveston Area Council Contract #SC01-21, and authorization for payment. There were no comments from the audience. After discussion, Mr. Dunn moved, seconded by Mr. Bonebrake to approve the purchase and authorize payment, as recommended.

YEA: Bonebrake, Dunn, Lewis  
NAY: None  
Motion carried: 3-0
6. **Report from OPWA Manager** - None
7. **Report from OPWA Attorney** - None
8. **Official Notices** - The Chair acknowledged receipt of the following:
  - Payroll Payment Report – Pay Period Ending Date July 30, 2022
  - Monthly Budget Report – July 2022
9. **New Business** - None

- 10. Adjournment** - Mr. Bonebrake moved, seconded by Mr. Dunn to adjourn the meeting.  
YEA: Bonebrake, Dunn, Lewis  
NAY: None  
Motion carried: 3-0 and the meeting adjourned at 7:41 pm.

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Juliann M. Stevens, Authority Clerk

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Kelly Lewis, Chair

## Claims List - 09/06/2022

Fund	Vendor Name	Payable Description	Payment Amount
61	OPWA	KELLOGG ENGINEERING, INC	117 LFT STAT & FORCE MAIN \$1,275.00
<b>117TH STREET FORCE MAIN - Total</b>			<b>\$1,275.00</b>
	JPMORGAN CHASE BANK	BROWNGO-SUPPLIES	\$615.44
	JPMORGAN CHASE BANK	LOWES-MATERIAL	\$442.96
	JPMORGAN CHASE BANK	LOWES-PARTS	\$152.14
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	\$258.77
	KELLOGG ENGINEERING, INC	ENGINERRING SVCS	\$1,518.75
	MSB CONSTRUCTION LLC	CC LIFT STATION	\$172,140.00
<b>COFFEE CREEK LIFT STATION - Total</b>			<b>\$175,128.06</b>
	AMERICAN MUNICIPAL SERVICES LTD	COLLECTION SERVICES	\$179.32
<b>OPWA - Total</b>			<b>\$179.32</b>
	AEP/PSO	ELECTRIC USE	\$2,178.55
	CINTAS CORPORATION	FIRST AID SUPPLIES	\$116.25
	CITY OF OWASSO	ADMIN OVERHEAD	\$25,000.00
	COX COMMUNICATIONS	PHONE USAGE	\$24.94
	JPMORGAN CHASE BANK	HOLDERS-SUPPLIES	\$33.00
	JPMORGAN CHASE BANK	MAIL THIS-POSTAGE	\$9.47
	JPMORGAN CHASE BANK	MEETING EXP 08/05	\$258.00
	JPMORGAN CHASE BANK	OFFICE DEPOT-SUPPLIES	\$93.76
	JPMORGAN CHASE BANK	OWASSO CHAMBER-FEES	\$20.00
	JPMORGAN CHASE BANK	REASORS-SUPPLIES	\$67.38
	JPMORGAN CHASE BANK	SAMS-SUPPLIES	\$378.16
	LEE BHM CORP	PUBLICATION	\$49.20
	STANDLEY SYSTEMS LLC	COPIER MAINTENANCE	\$197.21
	TERMINIX	PEST CONTROL 7/30/2022	\$114.00
	UNIFIRST HOLDINGS LP	UNIFORM SERVICES	\$104.32
	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	\$55.60
<b>OPWA ADMINISTRATION - Total</b>			<b>\$28,699.84</b>
	BANCFIRST	800469017/09B	\$55,960.39
	BANCFIRST	800470015/09C	\$23,361.35
	BANCFIRST	800471013/SANTA FE	\$14,375.72
	BANCFIRST	800472011/RANCH CREEK	\$25,377.32
	BANCFIRST	800780017/19C	\$122,303.74
<b>OPWA DEBT SERVICE - Total</b>			<b>\$241,378.52</b>
	AEP/PSO	ELECTRIC USE	\$261.38
	COX COMMUNICATIONS	PHONE USAGE	\$3.56
	JPMORGAN CHASE BANK	AMAZON-EQUIPMENT	\$1,059.65
	JPMORGAN CHASE BANK	WASTE MGMT-DISPOSAL	\$2,700.71
	UNIFIRST HOLDINGS LP	UNIFORM SERVICES	\$56.10
<b>RECYCLE CENTER - Total</b>			<b>\$4,081.40</b>

## Claims List - 09/06/2022

Fund	Vendor Name	Payable Description	Payment Amount
61	OPWA	COX COMMUNICATIONS	\$3.56
		JPMORGAN CHASE BANK	\$89.67
		JPMORGAN CHASE BANK	\$247.52
		JPMORGAN CHASE BANK	\$80.00
		JPMORGAN CHASE BANK	\$10.98
		JPMORGAN CHASE BANK	(\$10.98)
		JPMORGAN CHASE BANK	\$246.60
		JPMORGAN CHASE BANK	\$67.35
		JPMORGAN CHASE BANK	\$74.02
		JPMORGAN CHASE BANK	\$24.86
		JPMORGAN CHASE BANK	\$119.99
		JPMORGAN CHASE BANK	\$65.00
		JPMORGAN CHASE BANK	\$24,218.02
	SPOK INC.	PAGER USE	\$73.12
	UNIFIRST HOLDINGS LP	UNIFORM SERVICES	\$210.78
	UNITED STATES CELLULAR CORPORATION	PW CELL PHONES	\$49.65
<b>REFUSE COLLECTIONS - Total</b>			<b>\$25,570.14</b>
		COX COMMUNICATIONS	\$17.82
		JPMORGAN CHASE BANK	\$138.57
		JPMORGAN CHASE BANK	\$6.86
	TECHNICAL PROGRAMMING SERVICES INC	BILLING SERVICES	\$3,746.39
<b>UTILITY BILLING - Total</b>			<b>\$3,909.64</b>
	AEP/PSO	ELECTRIC USE	\$7,464.03
	CINTAS CORPORATION	FIRST AID SUPPLIES	\$69.59
	COX COMMUNICATIONS	PHONE USAGE	\$7.13
	JAMES A. OZBUN	SERVICE ROAD PUMP	\$1,654.00
	JPMORGAN CHASE BANK	ALLIED-SUPPLIES	\$122.53
	JPMORGAN CHASE BANK	BA ELECTRIC-PARTS	\$53.94
	JPMORGAN CHASE BANK	CORE&MAIN-SUPPLIES	\$279.40
	JPMORGAN CHASE BANK	HARD HAT-UNIFORM	\$80.00
	JPMORGAN CHASE BANK	KEY EQUIPMENT-UNIFORM	\$3,032.56
	JPMORGAN CHASE BANK	LOWES-SUPPLIES	\$57.84
	JPMORGAN CHASE BANK	OREILLY-PARTS	\$20.98
	JPMORGAN CHASE BANK	RED WING-UNIFORM	\$340.00
	JPMORGAN CHASE BANK	REXEL-PARTS	\$62.55
	SPOK INC.	PAGER USE	\$63.98
	UNIFIRST HOLDINGS LP	UNIFORM SERVICES	\$184.05
	WASHINGTON CO RURAL WATER DISTRICT	MAGNOLIA LS WATER	\$23.10
	WASHINGTON CO RURAL WATER DISTRICT	MORROW LS WATER	\$19.83
<b>WASTEWATER COLLECTIONS - Total</b>			<b>\$13,535.51</b>
	AEP/PSO	ELECTRIC USE	\$36,021.62

## Claims List - 09/06/2022

Fund	Vendor Name	Payable Description	Payment Amount
61	OPWA	AT&T	\$78.51
		COX COMMUNICATIONS	\$14.25
		JPMORGAN CHASE BANK	\$970.00
		JPMORGAN CHASE BANK	\$195.89
		JPMORGAN CHASE BANK	\$1,026.14
		JPMORGAN CHASE BANK	\$1,002.47
		JPMORGAN CHASE BANK	\$964.92
		JPMORGAN CHASE BANK	\$107.99
		JPMORGAN CHASE BANK	\$205.25
		JPMORGAN CHASE BANK	\$55.00
		JPMORGAN CHASE BANK	\$80.00
		JPMORGAN CHASE BANK	\$48.06
		JPMORGAN CHASE BANK	\$20.90
		JPMORGAN CHASE BANK	(\$24.98)
		JPMORGAN CHASE BANK	\$374.87
		JPMORGAN CHASE BANK	\$69.26
		JPMORGAN CHASE BANK	\$134.23
		JPMORGAN CHASE BANK	\$142.00
		JPMORGAN CHASE BANK	\$9.50
		JPMORGAN CHASE BANK	\$20.18
		JPMORGAN CHASE BANK	\$998.00
		JPMORGAN CHASE BANK	\$50.45
		JPMORGAN CHASE BANK	\$319.99
		JPMORGAN CHASE BANK	\$4,969.80
		JPMORGAN CHASE BANK	\$16.20
		JPMORGAN CHASE BANK	\$24,986.52
		JPMORGAN CHASE BANK	\$558.32
		SPOK INC.	\$36.56
		UNIFIRST HOLDINGS LP	\$202.01
<b>WASTEWATER TREATMENT - Total</b>			<b>\$73,653.91</b>
		AEP/PSO	\$322.02
		COX COMMUNICATIONS	\$7.13
		JPMORGAN CHASE BANK	\$618.00
		JPMORGAN CHASE BANK	\$260.00
		JPMORGAN CHASE BANK	\$844.62
		JPMORGAN CHASE BANK	\$93.27
		JPMORGAN CHASE BANK	\$80.00
		JPMORGAN CHASE BANK	\$70.66
		JPMORGAN CHASE BANK	\$1,012.80
		JPMORGAN CHASE BANK	\$836.00
		JPMORGAN CHASE BANK	\$954.71

## Claims List - 09/06/2022

Fund	Vendor Name	Payable Description	Payment Amount
61	OPWA	JPMORGAN CHASE BANK	UTILITY-SUPPLIES \$2,857.43
		SPOK INC.	PAGER USE \$82.26
		UNIFIRST HOLDINGS LP	UNIFORM SERVICES \$224.44
		<b>WATER - Total</b>	<b>\$8,263.34</b>
		CP&Y INC	WWTP LS EXPANSION \$14,069.28
		GREELEY & HANSEN LLC LBX 619776	WWTP LIFT STATION \$20,154.09
		<b>WWTP UPGRADE - Total</b>	<b>\$34,223.37</b>
	<b>OPWA - Total</b>		<b>\$609,898.05</b>
67	OPWA SALES TAX	BANCFIRST	800650012/2016 NOTE \$233,647.50
		BANCFIRST	800730038/2018 NOTE \$94,220.00
		BANCFIRST	800826026/2020 NOTE \$95,628.04
		<b>OPWA STF DEBT SERVICE - Total</b>	<b>\$423,495.54</b>
	<b>OPWA SALES TAX - Total</b>		<b>\$423,495.54</b>
69	OPWA SALES TAX SUB ACCOUN	MORROW PLACE INVESTMENT GROUP LLC	DEVELOP AGREEMENT \$6,728.31
		<b>OPWA ST SUB - DEBT SERV - Total</b>	<b>\$6,728.31</b>
	<b>OPWA SALES TAX SUB ACCOUN - Total</b>		<b>\$6,728.31</b>
<b>OPWA Grand Total</b>			<b>\$1,040,121.90</b>



**TO:** The Honorable Chair and Trustees  
Owasso Public Works Authority (OPWA)

**FROM:** Roger Stevens, Public Works Director

**SUBJECT:** Refuse Disposal Agreement

**DATE:** September 1, 2022

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**BACKGROUND:**

In September of 2014, the OPWA Trustees approved an agreement for solid waste disposal with Covanta Tulsa Renewable Energy, LLC utilizing the City of Tulsa's approved contract rate structure.

In August of 2021, Tulsa Authority for Recovery of Energy (TARE) notified the OPWA that EQT Infrastructure, an investment company from Sweden, was in the process of buying Covanta. In November 2021, this acquisition became official. With the existing contract set to expire on June 30, 2022, TARE began meeting with the new ownership of Covanta. Covanta informed the TARE of their intent to keep the facility operating; however, due to profit margins and operating issues due to dilapidated equipment, disposal fees would need to be increased. Additionally, Covanta would be seeking to increase the volume of manufactured waste which would decrease the volume of municipal solid waste Covanta could process.

In March of 2022, TARE issued a Request for Proposal for Disposal of Solid Waste with Energy and or Materials Recovery. Covanta being the only company that could meet the specified requirements in this region, submitted a proposal on May 26, 2022. The proposal included increasing disposal fees from \$12.11 per ton to \$25.00 per ton. As a result of the large price increase in the disposal fee, below average customer service, and uncertainties of the new business model Covanta is striving to operate within, staff began evaluating other disposal alternatives.

**ANALYSIS/AGREEMENT:**

Staff analyzed three potential disposal sites. The disposal sites evaluated were North Tulsa Solid Waste, Tulsa Recycling and Transfer Station, and Waste Management (Quarry Landfill).

Waste Management quoted the most economical disposal fee at \$24.00 per ton ("Base Rate") with the required Oklahoma Department of Environmental Quality Solid Waste Fee of \$1.25 per ton for a total disposal cost of \$25.25 per ton. In addition, the base rate will increase based on the Consumer Price Index (CPI) beginning on July 1, 2023. For the past seven years, the CPI has ranged from 1.4% to 3.43%.

Staff is proposing to enter into a ten-year agreement with Waste Management, with the option to terminate the agreement by providing written notice to the other party three years prior to the date of termination.

**FUNDING:**

Funding for solid waste disposal is included the FY 2023 Refuse Division Budget.



**RECOMMENDATION:**

Staff recommends approval of an agreement with Waste Management of Oklahoma, Inc. of Oklahoma City, Oklahoma, for disposal of solid waste and authorization to execute the necessary documents.

**ATTACHMENT:**

Waste Management of Oklahoma Inc. Agreement

## DISPOSAL AGREEMENT

**THIS DISPOSAL AGREEMENT** made this 7<sup>th</sup> day of September, **2022**, (the "Agreement") by and between Waste Management of Oklahoma, Inc. ("**WM**"), and The Owasso Public Works Authority (the "**Customer**").

### **WITNESSETH:**

**WHEREAS, WM** is the owner and operator of a Class 1 nonhazardous solid waste landfill known as the Quarry Landfill ("Disposal Facility") located at 13720 E. 46<sup>th</sup> Street North, Tulsa, Oklahoma, and permitted by the Oklahoma Department of Environmental Quality ("ODEQ") for the receipt of nonhazardous solid waste;

**WHEREAS,** the Customer seeks solid waste disposal services for municipal solid waste and construction and demolition waste at the Disposal Facility;

**WHEREAS, WM** has agreed to provide disposal services to the Customer under the terms set forth in this Agreement; and

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the respective covenants herein contained, the parties have agreed as follows:

### **1. DEFINITIONS**

- (a) The Disposal Facility - as used herein means the landfill known as the Quarry Landfill located at 13720 E. 46<sup>th</sup> Street North, Tulsa, Oklahoma, which is utilized, owned, and/or operated by WM and permitted to receive Acceptable Waste by the applicable federal, state, and/or local agency.
- (b) Acceptable Waste - non-hazardous municipal solid waste, organic waste, and Construction and Demolition Debris that is collected and/or transported by the Customer or its authorized subcontractors that can legally be disposed of at the Disposal Facility. Acceptable Waste shall not include any Unacceptable Waste.
- (c) Construction and Demolition Debris - waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures.
- (d) Customer - The Owasso Public Works Authority, its agents, employees, and representatives and any and all subcontractors, persons, or entities that collect and/or transport Acceptable Waste on its behalf to the Disposal Facility.
- (e) Hazardous Waste - any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by Federal, State or local law or regulations.
- (f) Unacceptable Waste - material that is or contains special waste, including without limitation, industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, any waste tires, regulated medical waste, and/or Hazardous Waste, other material that the Disposal Facility is not permitted

to accept, or material that has a reasonable probability of otherwise adversely affecting the operation or useful life of the Disposal Facility. Title to and liability for Unacceptable Waste shall remain with the Customer or the generator at all times.

## **2. SCOPE OF SERVICE, RIGHTS AND OBLIGATIONS**

(a) Subject to the terms and conditions hereof, the Customer agrees that it shall exclusively deliver to and dispose of at the Disposal Facility, all Acceptable Waste collected and/or transported by or for the Customer. WM agrees that it will accept all Acceptable Waste for disposal at the Disposal Facility under the terms of this Agreement. The Customer agrees that the waste delivered to WM hereunder will not contain any Unacceptable Waste.

(b) Each party shall be responsible for securing the necessary permits and approvals from relevant federal, state and local governmental agencies having jurisdiction over their respective operations. WM represents and agrees that its Disposal Facility and its Transfer Station are properly permitted to receive the Acceptable Waste set forth in this Agreement. The parties shall perform their obligations herein in compliance with all applicable permits and laws and regulations.

WM may close, at its sole discretion, the Disposal Facility in observance of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

WM has the right to refuse or reject before or after acceptance any load from Customer that contains Unacceptable Waste delivered to the Disposal Facility. If the Customer delivers Unacceptable Waste to the Disposal Facility, Customer is in violation of this Agreement, and WM may in its sole discretion either remove, manage, handle, and/or dispose of that Unacceptable Waste and charge the Customer for the costs, expenses, fines, and/or penalties arising out of such activities or require the Customer to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost. **Customer agrees to pay for or reimburse WM for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Unacceptable Waste to the Disposal Facility, including without limitation, costs of inspection, testing, analysis, legal fees, professional consulting fees, or removal costs.**

(b) During the term of this Agreement, the Customer shall have a license to enter the Disposal Facility for the sole purpose of off-loading Acceptable Waste at the location and in the manner directed by WM. Except in an emergency, or at the express direction of WM, the Customer's personnel shall not leave the immediate vicinity of their vehicle. After off-loading the Acceptable Waste, the Customer's personnel shall promptly leave the Disposal Facility. Under no circumstances shall the Customer or its personnel engage in any scavenging of waste. Customer shall comply with all rules and regulations of the Disposal Facility. WM may refuse to accept Acceptable Waste from, and shall deny an entrance license to, any of the Customer's personnel whom WM believes is under the influence of alcohol or other chemical substances, who engages in reckless behavior, or who fails to comply with disposal Facility rules or safe practices. In addition, WM shall permit the Customer to tour the facility upon advance reasonable request.

(c) Title to the Acceptable Waste delivered by or on behalf of the Customer shall be transferred to and vest in WM at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the Customer's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities shall be borne by, the Customer. Notwithstanding the foregoing, title to

and liability for Unacceptable Waste shall always remain with the Customer or the generator of the Unacceptable Waste.

- (d) Two (2) per year, on a Saturday, as determined by mutually agreeable dates between Owasso Public Works Authority (OPWA) and WMO, the Disposal Facility will receive Acceptable Waste generated at residences within the City of Owasso corporate limits and delivered to the Disposal Facility by the residents. The City residents shall be allowed to deliver Acceptable Waste on one Saturday each year at no charge to the resident. WMO shall keep records and shall invoice OPWA for the number and types of loads of Acceptable Waste delivered to the Disposal Facility by residents during an Event. OPWA agrees to pay WMO for the invoiced volume of Acceptable Waste delivered by the residents during each Event no later than 45 days after the invoice date.

For each Event, OPWA shall provide its own staff or employees at the Disposal Facility who shall verify that each individual delivering Acceptable Waste to the Disposal Facility as part of the Event resides within the City limits. OPWA shall provide a minimum of two (2) individuals, at all times during the Event, to supervise the check-in station at the Disposal Facility where OPWA staff or employees shall conduct the resident verification process. OPWA shall be responsible for determining whether the resident's vehicle, truck, or trailer meets OPWA's requirements on truck or trailer size. OPWA shall provide sufficient staff or employees during each Event so that traffic at the Disposal Facility check-in station flows smoothly.

Each Event shall last no longer than 7:00 a.m. to 1:00 p.m. on the selected Saturday.

WMO has the right to refuse or reject after acceptance any load that is or contains Unacceptable Waste. If a Owasso resident delivers Unacceptable Waste, WMO may, in its sole discretion, either remove, manage, handle, and/or dispose of that Unacceptable Waste and/or charge OPWA for the costs, expenses, fines, and penalties arising out of such activities or require OPWA to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.

Title to the Acceptable Waste delivered by the resident shall be transferred to and vest in WMO at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the resident's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities theretofore shall be borne by, the resident delivering the Acceptable Waste. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with OPWA or the resident that delivered of the Unacceptable Waste.

OPWA shall pay WMO the following disposal rates for each delivery of Acceptable Waste made by a resident to the Disposal Facility during any Event:

Car:	\$20.00 per load
Pickup Truck:	\$26.00 per load
Vehicle w/ trailer:	\$46.00 per load (16-foot trailer maximum)

The per load disposal rates above include (as of the date this Agreement is signed) all fees required by federal, state or local governmental authorities in connection with the receipt and

landfilling of Acceptable Waste as provided herein. These Event Disposal rates shall be adjusted in accordance with the Consumer Price Index language in section 4 (b) below.

### 3. TERM OF CONTRACT

This Agreement shall take effect on \_\_\_\_\_, 2022 (the "Effective Date") and shall continue until June 30, 2032 (the "Term"). This Agreement may be renewed upon the mutual written agreement of the parties for additional terms of ten (10) years each.

### 4. RATES, ADJUSTMENTS, AND PAYMENTS

- (a) The initial disposal rate ("Base Rate") that WM shall charge the Customer for receiving and/or landfilling Acceptable Waste delivered to the Disposal Facility under this Agreement is \$24.00 per ton ("Base Rate") plus the applicable state of Oklahoma fee, which is currently \$1.25 per ton.
- (b) Beginning on July 1, 2023, and continuing annually on each July 1 thereafter, the Base Rate shall be increased by the average monthly increase in the Consumer Price Index, US City Average for All Urban Consumers, Water Sewer Trash Collection, Not Seasonally Adjusted, Base Period December 1997=100 (Published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") during the twelve most recently published months. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish this particular C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.
- (c) The Customer warrants that it is exempt from all sales tax, and that WM shall not assess sales tax on its services under this Agreement.
- (d) WM may adjust the Base Rate to account for increased costs resulting from Uncontrollable Circumstances. Uncontrollable Circumstances shall mean an act, event or condition (excluding those which result from the willful or negligent action or inaction of WM) occurring during the term that has or will affect WM's costs of performing the services, but only if such act, event or condition is beyond the reasonable control of WM. Uncontrollable Circumstances shall include, but are not limited to, any of the following: imposition of new or increased fees, surcharges, or taxes by local, state, or federal agencies or governments; an act of God; and governmental restraint of trade. WM will provide written notice to the Customer of such Uncontrollable Circumstance and associated adjustment.
- (e) WM will invoice the Customer by the tenth (10<sup>th</sup>) day of each month for all Acceptable Waste deliveries during the previous month. The Customer shall pay WM within thirty (30) days after invoice date by check or ACH electronic deposit. **Payment of any invoice by credit card is not allowed.** The Customer shall pay WM interest on all past due invoices at the rate of one and one-half percent (1½ %) per month. If the Customer fails to pay invoices within 60 days of the invoice date, then WM has the discretion to terminate this Agreement for cause on seven days' written notice to the Customer.

## **5. INDEMNIFICATION**

- (a) WM agrees to protect, indemnify, defend and save harmless the Customer, its officials, officers, employees, agents, authorized subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) WM's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) WM's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the ownership maintenance and operation of the Disposal Facility.
- (b) The Customer agrees to protect, indemnify, defend and save harmless WM, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) the Customer's or its employee's, agent's, authorized subcontractor's, representative's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) the Customer's or its employee's, agent's, authorized subcontractor's, representative's negligent or willful misconduct related to the disposal of waste at the Disposal Facility.

## **6. INSURANCE**

The Customer shall provide and maintain the following insurance during the Term of this Agreement:

<b>Required Insurance</b>	<b>Coverage Limits</b>
Workers' Compensation	Statutory
Employers Liability	\$1 million per accident, \$1million disease policy limit
Commercial General Liability (including bodily injury, property damage, operation, products, and completed operations)	\$2 million per occurrence/\$2 million aggregate
Commercial Automobile Liability (including bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle)	\$1 million per occurrence/\$2 million aggregate

- (b) Customer shall provide to WM certificates of insurance evidencing such insurance . Such coverage and policies shall not be canceled, modified or revoked without providing WM thirty days advance written notice. Customer's insurance shall be primary as respects WM and any insurance maintained by WM shall be in excess of, and shall not contribute with, Customer's insurance.
- (c) WM may, at its option, terminate this Agreement if the Customer fails to maintain the required insurance coverage.
- (d) Customer's workers' compensation, commercial general liability and automobile liability

insurance shall include a waiver of subrogation in favor of 'WM.

- (e) The City of Owasso is self-insured and guarantees that it can and will satisfy all requirements for the amount of insurance to be required.
- (f) If the Customer uses any subcontractors to deliver Solid Waste to the Disposal Facility on Customer's behalf, Customer shall require its subcontractors to adhere to all of the requirements set forth in this insurance section.

## **7. DEFAULT AND TERMINATION**

- (a) Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the requirements contained herein and does not cure such default within thirty (30) days after the other party has given the party breaching or defaulting party written notice, the notifying party may: (i) terminate this Agreement for the breaching party's failure to cure within 30 days of receiving the written notice, or (ii) cure the breach or default at the expense of the party in breach. The non-breaching party shall have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered by the non-breaching party as a result of such termination.
- (b) Either party may terminate this Agreement upon written notice to the other if the offending party: makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted against the offending and such proceeding is not dismissed within sixty (60) days.
- (c) In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.
- (d) In the event that this Agreement is terminated for any reason, any amounts payable to WM by the Customer for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.
- (e) Either party, without default or cause, may terminate this agreement by providing written notice to the other party three years prior to the date of termination.

## **8. GENERAL PROVISIONS**

- (a) Neither party shall assign or transfer, or permit the assignment or transfer of, this Agreement or its rights hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that WM may transfer or assign its interest hereunder to an affiliate, subsidiary or parent company.
- (b) This Agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- (c) This is an Agreement for the performance of the specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Facility by WM in accordance with this Agreement be deemed a public function, nor has the Customer acquired an interest, ownership or otherwise in the real or personal property or

improvements or fixtures at the Disposal Facility by virtue of this Agreement.

- (d) From and after the effective date, WM's performance hereunder may be suspended, and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of VVM. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials; judicial, administrative or government laws, regulations, requirements, rules, orders or actions; injunctions or revocation or modification of, any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; or labor strike, lockout or injunction.
- (e) If any term, clause or provision of this Agreement or the application thereof shall, to any extent, be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties that there be added as a part of this Agreement a term, clause or provision as may be legal, valid and enforceable.
- (f) This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma
- (g) The covenants, terms, conditions and provisions of this Agreement shall extend to and be binding upon the successors and approved assigns of the respective parties.
- (h) All notices or other communications to be given hereunder shall be in writing and shall be deemed given the first business day following overnight delivery with a confirmed delivery receipt, or when mailed by registered or certified United States mail, return receipt requested, addressed as follows:

To WM: Waste Management  
Attn: Public Sector  
3201 Mosley Road  
Oklahoma City, OK 73141

With a Copy to: Senior Counsel  
Waste Management  
9708 Giles Lane  
Austin, TX 78754

To the Customer: Owasso Public Works Authority  
Attn: Public Works Director  
200 South Main Street  
Owasso, Oklahoma 74055

Change of address by either party shall be by notice given to the other in the same manner as above specified.

- (i) Whenever the consent, approval or cooperation of one party is expressly or implicitly required or necessary by the terms hereof to effect successful performance of the other party, such consent, approval or cooperation shall not be unreasonably withheld, denied or delayed.



- (k) The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, including the Indemnification Section, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the date set forth above.

**The Owasso Public Works Authority**

By: \_\_\_\_\_

Kelly Lewis

Its: Chair

**WASTE MANAGEMENT OF OKLAHOMA, INC.**

By: \_\_\_\_\_

Donald J. Smith

Its: President

**OWASSO PUBLIC WORKS AUTHORITY  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING DATE 08/13/22**

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
400 OPWA Administration	18,699.54	27,442.39
405 Utility Billing	7,592.80	13,036.15
420 Water	17,342.73	28,286.85
450 Wastewater	14,550.54	23,870.57
455 Wastewater Collection	15,686.58	25,986.03
480 Refuse	16,349.23	27,623.67
485 Recycle Center	2,664.00	4,942.36
<b>FUND TOTAL</b>	<b>92,885.42</b>	<b>151,188.02</b>

**OWASSO PUBLIC WORKS AUTHORITY  
PAYROLL PAYMENT REPORT  
PAY PERIOD ENDING DATE 08/27/22**

<u>Department</u>	<u>Payroll Expenses</u>	<u>Total Expenses</u>
400 OPWA Administration	17,582.07	26,134.12
405 Utility Billing	7,592.80	13,033.60
420 Water	17,703.80	27,999.11
450 Wastewater	15,470.91	24,858.96
455 Wastewater Collection	13,609.89	23,042.93
480 Refuse	16,215.65	27,442.89
485 Recycle Center	2,664.00	4,942.36
<b>FUND TOTAL</b>	<b>90,839.12</b>	<b>147,453.97</b>