

Recycling Commodity Agreement

This Agreement entered into as of this _____ day of _____, 2017, by and between the Norman Municipal Authority (hereinafter referred to as "NMA"), and Batliner Paper Stock Company. (hereinafter referred to as "Contractor").

NOW THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Agreement have agreed, and hereby agree, as follows:

1. NMA shall, at its own expense, perform the following:
 - a) Collect, store and deliver, in good and workmanlike manner, the recyclable materials collected in its recycling program (the "Recyclable Materials") to the Contractor's recycling facility at 320 North McCormick Avenue, Oklahoma City, Ok. (the Facility). NMA Recyclable Materials will generally include commingled #1 thru #7 plastic containers, aluminum cans, steel cans, clear, brown and green glass.
 - b) Take reasonable measures to ensure Recyclable Materials have less than 5% contamination by weight. For any load entering the Facility with more than 5% contamination, Contractor shall immediately notify NMA of the rejection of any load.
 - c) Take reasonable measures to ensure plastic containers that contained petroleum products (motor oils) or hazardous materials (antifreeze, solvents) will not be delivered to the Facility.
 - d) After weighing, unload the pre-sorted recyclable materials in the area of the Facility designated by the Contractor.
2. Contractor shall, at its own expense, perform the following:
 - a) Obtain and maintain such insurance as will protect the Contractor from claims under the Workmen's Compensation Act and such comprehensive general liability insurance as will protect the NMA and the Contractor from all claims for bodily injury, death, or property damage which may arise from their performance.
 - b) Provide and maintain certified truck scales at the Facility for weighing Recyclable Materials.
 - c) Weigh all NMA vehicles delivering Recyclable Materials as often as required to determine the net weight of each recyclable material.
 - d) Store, compact, bale, load, transport and deliver Recycled Materials to the end market.
 - e) Marketing of the Recycled Materials to insure the NMA receives the market price as set forth in this Agreement.
 - f) Maintain permanent records for each NMA Recycled Material delivered including the date and time the material was received at the Facility, and the net weight of the material.
 - g) Submit monthly reports, due no later than five (5) working days after the end of the preceding month. Monthly reports will include, at a minimum, the net weight of all Recyclable Materials by date received; the total processed that month; and the ultimate disposition of each material.
 - h) Make payments to NMA or charge NMA in the following manner:
 - 1) Pricing for Plastic Containers, Aluminum Cans and Steel Cans shall be based upon the market price in the relevant market that Contractor is able to obtain for such products each month (market prices for January 2017 are shown in Table 1). For Clear Glass, Brown Glass, and Green Glass, Contractor shall charge NMA the Processing Fee indicated in Table 1. For Clear Glass, Brown Glass, and Green Glass,

the revenue per ton may be a charge in addition to the processing fee. On or about the first day of each month, Contractor will provide a Monthly Summary indicating total tonnage of each Recyclable Material delivered by NMA during the proceeding month, the applicable revenue per ton for each category of Recyclable Material, the gross revenue to the NMA, any applicable Processing Fee (as shown in Column 3), and the net revenue to be received by the NMA (or the net amount to be paid by NMA).

- 2) No later than the 15 calendar days after the end of each month, Contractor shall pay NMA the net revenue indicated on the Monthly Summary. Any amount due to Contractor by NMA shall be paid within 10 calendar days after NMA receives the Monthly Summary.

(Column 1)	(Column 2)	(Column 3)
Recyclable Material	January 2017 Revenue Per Ton	Processing Fee Per Ton
#1 thru #7 Plastic Containers	\$50.00	None
Aluminum Cans	\$850.00	None
Steel Cans	\$40.00	None
Clear Glass	\$0.00	\$20.00
Brown Glass	\$0.00	\$20.00
Green Glass	\$0.00	\$20.00

3. If Contractor anticipates disposal of materials that may not be economically recycled, Contractor shall immediately notify NMA requesting approval. Contractor shall provide information concerning the location of the permitted disposal facility to be utilized. In general, the NMA desires that all Recyclable Material delivered to the Facility be recycled. NMA shall not be responsible for any disposal fees for Recyclable Materials.
4. All operating parameters of this contract can be altered upon mutual agreements of both parties as circumstance warrant, and prior to annual renewals.
5. The term of this agreement shall be from January 1, 2017 to December 31, 2018; provided however, that either party may cancel this agreement at any time by providing the other party with 30 days written notice. This agreement may be renewed annually for four (4) additional one-year terms with 30 days written notice to Contractor prior to expiration of the current term.
6. Any communication required by this Agreement shall be made in writing to the address specified below:

Contractor: Rebecca Ramsey
Batliner Paper Stock Company
320 McCormick Avenue
Oklahoma City, OK 73127
405-550-2148

NMA: Monte Davis
City of Norman
P.O. Box 370
Norman OK 73070
405-292-9776

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Contractor and the NMA.

STATE OF OKLAHOMA
COUNTY OF CLEVELAND

Thomas G. Rick, Vice President of Operations, of lawful age, being first duly sworn, on oath says that (s) he is an agent of representative authorized by the organization to sign this agreement and bind the organizations and submit the above agreement to the City.

Thomas G. Rick

Signature of Affiant

Signature of Affiant

Subscribed and sworn to before me this 22 day of March, 2017.

Rebecca Ramsey
Notary Public



09/12/19
My Commission Expires

The Norman Municipal Authority

Chairman

ATTEST:

(Seal)

Secretary

Approved as to form and legality:

City Attorney