

SOLID WASTE DISPOSAL AGREEMENT

CONTRACT _____

This agreement is entered into this 6 of August, 2020, between THE NORMAN MUNICIPAL AUTHORITY, hereafter referred to as NMA and the Board of Regents of THE UNIVERSITY OF OKLAHOMA.

I. Term of Agreement: The term of this agreement shall be for three years, beginning July 1, 2020, and ending June 30, 2023.

II. Price for Disposal: The price to The University of Oklahoma is \$48.19 per ton for Fiscal Years Ending 2021 (July 1, 2020 through June 30, 2021), \$50.43 per ton for Fiscal Year Ending 2022 (July 1, 2021, through June 30, 2022).) and, \$52.77 per ton for Fiscal Year Ending 2023 (July 1, 2022, through June 30, 2023). If the scales are not operational they will be repaired as soon as possible. The waste delivered to the site on those occasions will be measured by the cubic yard at a price of \$19.00 per cubic yard.

III. Payment Terms and Condition of Payment: The NMA shall invoice The University of Oklahoma in arrears at the above rate determined in accordance with the volume of waste disposed of at the Norman Transfer Station. Said invoice shall be accompanied by data describing the date and tonnage delivered to the Transfer Station. The University of Oklahoma agrees to pay said invoice within Forty-five (45) days from the invoice date.

IV. Acceptable Waste is defined as any and all waste that is solid waste, as the latter term is defined in the laws of the United States and/or Oklahoma and/or the regulations promulgated thereunder, and that is acceptable for disposal in a landfill. Unacceptable Waste Includes "Hazardous Waste" which is also defined by the laws of the United States and the State of Oklahoma. Hazardous Waste includes the following:

- a. Because of its quantity, concentration, or physical, chemical, or infectious' characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise Improperly managed.
- b. Is identified or listed as a hazardous waste by the administrator, U.S. Environmental Protection Agency, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976.
- c. Is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste", pursuant to any state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by RCRA of 1976, and the state and federal regulations promulgated thereunder.
- d. Contains polychlorinated biphenyl or any other Substance, the storage, treatment or disposal of which is subject to regulation under the Federal Toxic Substances Control Act as amended and the state and federal regulations promulgated thereunder.

b. Hazardous or Special Waste as defined In paragraph IV of the agreement.

VI. Operating Hours: The Norman Transfer Station will operate 5 days a week Monday through Friday from 7:30 a.m. - 4:30 p.m.: Saturdays from 8:00 a.m. - 2:00 p.m. The Transfer Station will be closed on Thanksgiving, Christmas and New Year's Day. If the University of Oklahoma desires to have the Transfer Station open at another time then prior coordination with the Sanitation Division, Norman Utilities Department (329-1023) can be made on a limited basis.

VII. Termination: Either party may terminate this agreement by giving 30 days' notice, in writing, to the other party. In addition, failure to comply with any of the terms and conditions of the agreement shall be grounds for termination.

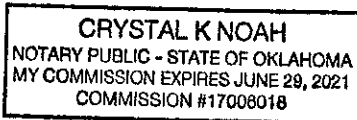
VIII. IN WITNESS WHEREOF, The University of Oklahoma and the NMA have executed this agreement on the 6 Day of August, 2020.

THE BOARD OF REGENTS OF

THE UNIVERSITY OF OKLAHOMA

By: _____

Title: _____



ATTEST:

Secretary

THE NORMAN MUNICIPAL AUTHORITY

By: _____

CHAIRPERSON

ATTEST:

SECRETARY

Approved as to form and legality this _____ day of _____, 2020

City Attorney