

SOLID WASTE DISPOSAL AGREEMENT
CONTRACT K- 1415-81

This agreement is entered into this _____ of _____, 2014,⁵ 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 two and one-half years, beginning January 5, 2015, and ending June 30, 2017.
- II. Price for Disposal: The price to The University of Oklahoma is \$40.10/ton for Fiscal Year Ending 2015 (January 5, 2015 through June 30, 2015), \$41.22/ton for Fiscal Year Ending 2016 (July 1, 2015, through June 30, 2016) and \$42.37/ton for Fiscal Year Ending 2017 (July 1, 2016, through June 30, 2017). 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 \$17.00 and 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.

e. Contains a "reportable quantity" of one or more "hazardous substances", as defined in the Federal Liability Act as amended and the state and federal regulations promulgated thereunder or as defined under any other state or federal law and the regulations promulgated thereunder.

f. Sludge waste, including water supply treatment plant sludge and unstabilized sludge from municipal or industrial wastewater treatment plants.

g. Dead animals and/or slaughterhouse waste.

h. Any waste, including "special wastes" and/or "miscellaneous special wastes" as defined herein, which because of its quantity, concentration, frequency of disposal, required disposal procedures, regulatory status, or physical, chemical, infectious or other characteristics jeopardizes or may jeopardize the environmentally sound operation of the Norman Transfer Station, as determined by the City of Norman in its sole discretion. Special waste means any waste, even though it may be part of delivered load of waste, which meets the following:

- 1) Defined as such by the laws of the United States and/or the State of Oklahoma and/or the regulations promulgated thereunder.
- 2) Medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities.
- 3) Liquid waste, which for the purposes of this agreement, means any waste material that is determined to contain "free liquid" by the paint filter test.
- 4) Waste from an industrial process.
- 5) Waste from a pollution control process.
- 6) Waste transported in a bulk tanker.
- 7) Friable and/or nonfriable asbestos waste.

- 8) Empty containers used for pesticides, herbicides, fungicides or rodenticide.
- 9) Containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.) of a type listed herein.
- 10) Residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition.
- 11) Soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in this definition, including soil contaminated from underground storage tanks used for the storage of petroleum products.
- 12) Any waste that requires other than normal handling, storage, management and/or disposal.

V. Unacceptable Waste: This defined as any and all waste that is either:

a. Waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the 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 (292-9776) 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 _____ day of _____, 2014⁵

THE UNIVERSITY OF OKLAHOMA

By: _____

Printed Name Brian F. Ellis

Title: DIRECTOR, FACILITIES MANAGEMENT

ATTEST:

Sammie T. Snider
Secretary 01-15-15



THE NORMAN MUNICIPAL AUTHORITY

By: _____
Chairman

ATTEST:

Secretary

Approved as to form and legality this 26 day of January, 2014⁵

[Signature]
City Attorney