

SOLID WASTE DISPOSAL AGREEMENT

This Solid Waste Disposal Agreement (this Agreement) is entered into this 1st day of July, 2018, by and between Oklahoma City Landfill, L.L.C. doing business as Southeast (OKC) Landfill (hereinafter referred to as "Southeast Landfill"), and the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma (hereinafter referred to as "City").

W-I-T-N-E-S-S-E-T-H

Whereas, Southeast Landfill operates as a permitted Subtitle D sanitary landfill at 7001 South Bryant, Oklahoma City, OK (the "Landfill"); and

Whereas, Southeast Landfill desires to enter into an Agreement permitting City to dispose of Acceptable Waste (defined below) at the Landfill.

Now, therefore, in consideration of the mutual benefits to be derived from this Agreement and the representation, warranties, covenants, and conditions contained herein, the parties agree as follows:

1. DEFINITIONS

- A. "Acceptable Waste" means any and all waste that is solid waste, as the latter term is defined in the laws of the United States and/or the state of Oklahoma and/or the regulations promulgated thereunder and that is acceptable for disposal in a Landfill, except for "Unacceptable Waste", as defined herein.
- B. "Hazardous Waste" means any waste, even though it may be part of a delivered load of waste, which:
- (1) is defined as such by the laws of the United States and/or the State of Oklahoma and/or the regulations promulgated thereunder; or
 - (2) because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase on 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; or
 - (3) is identified or listed as a hazardous waste by the administrator, U.S. EPA, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976; or
 - (4) 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; or
 - (5) contains polychlorinated biphenyl's or any other substance, the storage, treatment or disposal of which is subject to regulation under Federal Toxic Substances Control Act as amended and the state and federal regulations promulgated thereunder; or
 - (6) contains a "reportable quantity" of one or more "hazardous substances", as defined in the Comprehensive, Environmental Response, Compensation, and Liability Act, as amended, and the state and federal regulations promulgated thereunder.
- C. "Special Waste" means any waste, even though it may be part of a delivered load of waste, which is:
- (1) defined as such by the laws of the United States and/or the state of Oklahoma and/or the regulations promulgated thereunder; or
 - (2) medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, or
 - (3) dead animals and/or slaughterhouse waste; or
 - (4) sludge waste, including water supply treatment plant sludge's and stabilized and/or un-stabilized sludges from municipal or industrial wastewater treatment plants; or

- (5) liquid waste, which for the purposes of this Agreement means any waste material that is determined to be or contain "free liquid" by the paint filter test, or
 - (6) waste from an industrial process; or
 - (7) waste from a pollution control process; or
 - (8) waste transported in a bulk tanker; or
 - (9) friable and/or non-friable asbestos waste; or
 - (10) empty containers which have been used for pesticides, herbicides, fungicides, or rodenticides; or
 - (11) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in this definition; or
 - (12) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or other wastes listed in this definition; or
 - (13) 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 storage tanks used or formerly used for the storage of petroleum products; or
 - (14) residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the effective date of this Agreement, requires special or additional management that differs from the requirements applicable on the effective date of this Agreement, requires special or additional management that differs from the requirements applicable on the effective date of this Agreement; or
 - (15) any waste that requires other than normal handling, storage, management and/or disposal.
- D. "Suspicious Waste" is any waste which Southeast Landfill, its employees or agents reasonably suspect may be "Unacceptable Waste", as defined herein.
- E. "Unacceptable Waste" means any and all waste that is either:
- (1) 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: or
 - (2) "Hazardous Waste", as defined herein or by Southeast Landfill company policy; or
 - (3) "Special Waste", as defined herein, without an approved special waste agreement, as provided in Section 11 herein.; or
 - (4) waste which is prohibited from disposal at the Landfill by Southeast Landfill, including large quantities of tires, concrete, and bulk petroleum or chemical products or by-products; or
 - (5) liquid waste as defined herein, and septic tank pumping's and grease and grit trap wastes; or
 - (6) sludge waste, including water supply treatment plant sludge's and stabilized and/or un-stabilized sludges from municipal or industrial wastewater treatment plants; or
 - (7) dead animals and/or slaughterhouse waste, except for animals euthanized under the authority and direction of Southeast Landfill; or
 - (8) 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 Landfill, as determined by Southeast Landfill in its sole discretion.

2. DISPOSAL VOLUME

- A. The City agrees to transport, deliver and deposit all of Acceptable Waste generated within the City of Norman to the Landfill and the Contractor will allow not more than 5000 tons for the entirety of this Agreement to be diverted to other facilities. The City is required to provide Contractor with tonnage tickets from diverting to other locations besides the SE Landfill.
- B. The Southeast Landfill shall not be open for operation and acceptance of Acceptable Waste on Thanksgiving Day, Christmas Day, and New Year's Day. The Southeast Landfill shall be open for operation between the hours of 5:30 a.m. to 5:30 p.m. Monday through Friday. The Southeast Landfill will be open on Saturdays from 7:00 a.m. to 12:00 p.m. The parties may modify any of the foregoing provisions of this Subpart B by written agreement.

- C. Designated Fall and Spring Clean Up Days. Southeast Landfill agrees to stay open on the days designated by the City as Spring and Fall Clean Up days until 5:30 p.m. The City will notify the Landfill Manager or Landfill General Manager of the scheduling of any fall and spring cleanup days no less than thirty (30) days prior to such date.

3. TERM OF AGREEMENT

The term of this Agreement shall be for a period of 60 months, beginning August 1, 2018, and ending August 31, 2023. The City shall have the option to extend the Agreement for an additional one-year term at the end of the 60 months with at least sixty days written notice to Southeast Landfill prior to the expiration of the current term. Upon expiration or termination of this Agreement, the City's obligation to deliver, and the Southeast Landfill's obligation to accept, Acceptable Waste shall terminate. All other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive the Agreement's expiration or termination.

4. PRICE FOR DISPOSAL

The price to City for disposal at the Southeast Landfill during the term of this agreement shall be as follows:

- Year 1: \$19.75 per ton which is the base rate of \$18.50 per ton and the state flow fee of \$1.25 per ton, including all applicable taxes and fees.
- Year 2: \$20.31 per ton which is the base rate of \$19.06 per ton and the state flow fee of \$1.25 per ton, including all applicable taxes and fees.
- Year 3: \$20.88 per ton which is the base rate of \$19.63 per ton and the state flow fee of \$1.25 per ton, including all applicable taxes and fees.
- Year 4: \$21.47 per ton which is the base rate of \$20.22 per ton and the state flow fee of \$1.25 per ton, including all applicable taxes and fees.
- Year 5: \$22.08 per ton which is the base rate of \$20.83 per ton and the state flow fee of \$1.25 per ton, including all applicable taxes and fees.

Any changes to local, state, or federal taxes imposed during the term of the Agreement would be automatically passed through to the City of Norman, provided written notice is given as further addressed in the last paragraph of this Section.

In the event the scales should be out of service, Southeast Landfill agrees to charge based on the outgoing vehicle weight recorded at the City Transfer Station less the average empty tare weight recorded at the Southeast Landfill for the vehicle in question.

The price per ton stated in paragraph 4 above is based on the parties' assumption that the City will deliver all of its Acceptable Waste to Southeast Landfill located at 7001 South Bryant every year during the term of this Agreement. The Contractor will allow not more than 5000 tons for the entirety of this Agreement to be diverted to other facilities. The City is required to provide Contractor with tonnage tickets from diverting to other locations besides SE Landfill.

The City shall pay any taxes, fees or surcharges levied by any Federal, State, or local governments after the date of this Agreement on the delivery of Acceptable Waste to the Landfill in addition to the price established herein. All of the above rates may also be adjusted to reimburse Southeast Landfill for the reasonable cost to Southeast Landfill of any capital and/or operating expenditures required solely by federal, state or local law, regulation, rule ordinance, permit or permit condition that becomes effective after the date of this Agreement and that was not imposed because of the action or inaction of Southeast Landfill. No such rate increase or charges for changes to taxes, fees, or surcharges shall become effective until thirty (30) days after written notice of the increase or changes has been given to the other party by the party benefitting from an adjustment for such increase or change. City has the option to re-negotiate the rates provided herein within thirty (30) days after receiving written notification of a rate increase or of taxes, fees or surcharges as referred to above in this paragraph. In the event of such re-negotiation, if an agreement cannot be reached by the parties, City may terminate this Agreement.

5. OBLIGATIONS OF SOUTHEAST LANDFILL

- A. Southeast Landfill agrees to provide and maintain at all times accurate scales at its disposal site. The scales will be capable of weighing all solid waste received at its site. The scales shall be calibrated and certified accurate every six (6) months by a scale company certified by the Oklahoma Corporation Commission. Failure to maintain an operable and accurate scale shall be cause for revocation of this agreement.
- B. Southeast Landfill agrees to weigh and process all acceptable solid waste in a timely fashion.
- C. Southeast Landfill agrees to keep its facilities in compliance with all state and federal law as well as Oklahoma Department of Environmental Quality (ODEQ) regulations. Should failure to follow these regulations result in any closure of the facility, the City shall have the right to take its solid waste to an alternative facility.
- D. Southeast Landfill shall maintain an "all-weather" road leading from the public street to the disposal cells of the Landfill where trucks are unloaded.
- E. During the term of this Agreement, Southeast Landfill shall accept at the Landfill Acceptable Waste in accordance with this agreement. Southeast Landfill shall have the right in its discretion to reject delivery of any solid waste offered for acceptance by City that does not constitute Acceptable Waste.

6. REPORTS

All weekly reports are due to the City at the close of business on the following Monday. The reports will consist of the date of ticket, ticket number, truck ID, incoming and outgoing tons, and fees. The parties agree that at the close of business on the second day of each month while this Agreement is in effect, the parties will review the tonnage received at the Landfill during the month. This excludes weekends and holidays. The parties agree to negotiate in good faith regarding any subsequent adjustments to the reports.

7. PAYMENT TERMS AND CONDITIONS OF PAYMENT.

Southeast Landfill shall invoice the City monthly in arrears at the rate set forth in this Agreement. Said invoice shall be accompanied by such detail as the City may reasonably request. The City agrees to pay said invoice within thirty (30) days from the invoice date. Southeast Landfill shall have the right to refuse acceptance of the City's waste for disposal at the Landfill during any time period that the City is past due in its payment of any undisputed amount to Southeast Landfill.

8. SUSPENSION

Notwithstanding any other provisions of this Agreement which may be to the contrary, City's right of disposal at the Landfill pursuant to this Agreement shall be suspended during such period or periods as Southeast Landfill's licensure to permit disposal at the Landfill is suspended or it may be finally revoked following written notice received by City from Southeast Landfill by which City is advised that such a proscription exists. Southeast Landfill shall use its best efforts to provide reasonable advance written notice of such suspension or revocation to City if advance notice is provided to Southeast Landfill. City acknowledges the right of Southeast Landfill to make and enforce reasonable rules and regulations regarding the disposal of Acceptable Waste at the Landfill, and City shall abide by such rules as presently established and as they may be reasonably amended and supplemented from time to time to promote the legal, safe and efficient operation of the Landfill, so long as no such amendment shall operate to adversely discriminate against City or any Southeast Landfill affiliate or their rights under this Agreement, including, without limitation.

9. UNACCEPTABLE WASTE

- A. Delivery of Unacceptable Waste. City agrees that it shall not deliver any Unacceptable Waste (as defined in Section 1.E.) to the Landfill. If a delivery of solid waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Southeast Landfill, as City's agent to cause such separation, the cost of such separation to be paid by City. At no time shall title to or liability for Unacceptable Waste pass to Southeast Landfill.

- B. **Rejection of Unacceptable Waste.** If City delivers Unacceptable Waste to Landfill, Southeast Landfill at its sole option may (i) reject acceptance of such Unacceptable Waste at City's expense, or (ii) if Southeast Landfill does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, as City's agent, after giving City telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Southeast Landfill may, subject to the procedures set forth herein, dispose of such Unacceptable Waste at a location or facility fully authorized to accept such type of waste in accordance with all applicable federal, state and local laws and regulations and charge City all direct and indirect costs incurred due to delivery of such Unacceptable Waste, unless City otherwise elects to arrange for disposal of the waste. If City elects to dispose of such waste, it shall be required to do so within a reasonable period of time as Southeast Landfill shall deem necessary or appropriate in connection with the operation of the Landfill, including without limitation, the preservation of the health and safety of its employees. If after electing to do so, City does not dispose of the Unacceptable Waste within the prescribed time period, Southeast Landfill may dispose of such waste as City's agent, without further notice to City, and City shall be required to pay the fees and costs set forth above. Notwithstanding the foregoing, no notice shall be required of Southeast Landfill to City to dispose of Unacceptable Waste as City's agent in emergency situations where in the reasonable, good faith judgment of Southeast Landfill a delay in such disposal would constitute a hazard to the Landfill or any person on, about or near the premises. Southeast Landfill will use reasonable efforts to provide telephone notice that such emergency disposal will occur.

10. PERMITS

Southeast Landfill represents and warrants that, as of the date of this Agreement, it has obtained all necessary permits and approvals for the Southeast Landfill operation from the applicable federal, state, and local governmental authorities, and that it shall operate the Landfill in full compliance with the applicable federal, state, and local laws, statutes and regulations. ODEQ/EPA Permit #3555028M2

11. SOUTHEAST LANDFILL'S OBLIGATIONS REGARDING SPECIAL WASTE

Southeast Landfill is not required to accept, manage and/or dispose of any special waste unless it is specifically identified in a written special waste acceptance application, approved in writing by Southeast Landfill. The specific requirements of the special waste shall be as specified from time to time by Southeast Landfill and may be altered by Southeast Landfill at any time as necessary to insure the proper management of special waste and to comply with all applicable state and/or federal laws and/or the regulations promulgated thereunder.

12. HOLD HARMLESS PROVISION.

To the extent that Southeast Landfill is found to be in violation of any local, state, or federal regulations, Southeast Landfill agrees to hold the City harmless for any resulting liability; provided, however, that Southeast Landfill shall have no obligations to hold the City harmless for any actions resulting from the City's negligence, willful misconduct or breach of any local, state or federal regulation,

13. FORCE MAJEURE.

Except for City's obligation to pay for services rendered, any party's obligations under this Agreement may be suspended by a party in the event of: (i) an occurrence beyond the reasonable control of that party which materially adversely affects the ability of the party to perform its obligations hereunder or to comply with the requirements of any governmental order, permit or other approval; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy or terrorists, war, blockades, insurrections, riots or civil disturbances; (iii) labor disputes, strikes, work slowdowns or work stoppages; or (iv) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, if not the result of (x) willful or negligent action of the party relying thereon or (y) failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party).

14. SEVERABILITY.

If any provision of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

[Signatures on following page]

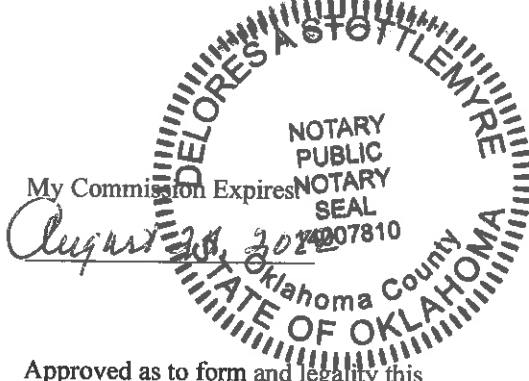
STATE OF OKLAHOMA)
)
 COUNTY OF OKLAHOMA)

Jay Hochenedel, its General Manager, of lawful age, being first duly sworn, in oath says that he is an agent or representative authorized by the Southeast Landfill to sign this Agreement and bind The Southeast Landfill to and to submit the above Agreement to CITY.


 Signature of Affiant

Subscribed and sworn to before me this 30th day of October, 2018.


 Notary Public



Approved as to form and legality this _____ day of _____, 2018.

 City Attorney

Approved by Norman Municipal Authority this _____ day of _____, 2018.

ATTEST:

 Secretary

 Chairman