

REIMBURSEMENT CONTRACT

This Contract made for the reimbursement of the purchase of one household hazardous waste drum hand truck to manage solid waste in support of administering the Oklahoma Solid Waste Management Act by and between the State of Oklahoma, ex.rel. The Department of Environmental Quality hereinafter referred to as "Department" and/or DEQ and City of Norman hereinafter referred to as "Contractor". In consideration of the provisions set forth herein; the parties mutually agree to the following provisions and any Addenda attached hereto and incorporated herein; Therefore, in consideration of the foregoing and the mutual Contracts set forth, Contractor and Department agree as follows:

I. STATUTORY AUTHORITY AND EFFECTIVE DATES OF CONTRACT

- i. This contract is authorized pursuant to and in accordance with the provisions of Title 74 O.S. §581 and/or Title 74 O.S. §1001 through §1008; and 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202, 27A O.S. §§ 2-3-201, 2-3-202 and 27A O.S. § 2-10-802(C);
- ii. DEQ hereby agrees to grant the Contractor funding for reimbursement of expenses related to completion of the project as agreed by both parties, as further described by the scope of work and budget in Attachment A.
- iii. In consideration of Contractor's completion of the work described, DEQ shall reimburse Contractor for eligible costs not otherwise reimbursed by another funding source. DEQ will reimburse 80% of the cost of equipment specified in Attachment A, or similar equipment; however, the maximum value of this Agreement shall not exceed \$4,000. No overage will be paid.

The Contract shall be in effect for the period from the date the contract is signed by both parties, or the day an executed Purchase Order has been issued, whichever is later through June 30, 2025.

II. REQUIREMENTS FOR DEQ FUNDS:

- i. If equipment purchases are included as part of the project scope it shall be listed along with the work description of the project on Attachment A.
- ii. Records shall be maintained and accounts, including property, personnel and financial records that properly document and account for all contract funds in conformance with Generally Accepted Accounting Principles (GAAP), which can be found here if needed: <https://asc.fasb.org/>. Effective control and accountability is maintained for all funds, property and other assets.
- iii. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 or more per unit.
- iv. Contractor is responsible for properly maintaining equipment and for obtaining all necessary permits associated with use.
- v. Contractor certifies that equipment proposed for administering this Contract is not already on hand and is required for the operation of the Contract. Equipment acquired with DEQ funds must be used in the program or project for which it was acquired.
- vi. Contractor must maintain records of property acquired with DEQ funds from the date of acquisition through final disposition. A control system must be developed to ensure adequate safeguards against loss, damage, or theft, adequate property records must be maintained, and a physical inventory must be completed at least once

every two years.

- vii. Contractor may use, manage, and dispose of equipment purchased in accordance with State laws and procedures. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ.
- viii. In consideration of the mutual covenants, Contracts, terms, conditions and provisions hereof, the Parties agree as follows:

III. COMPLIANCE

- i. Contractor agrees to possess and demonstrate compliance with all licenses, certifications, and permits that are required to lawfully perform the duties under this contract, including but not limited to Department Certification. Loss of required certification, permit, or license by the Contractor shall automatically terminate this contract.
- ii. DEQ reserves the right to request copies of licensure at any time and Contractor agrees to provide proof of licensure.
- iii. The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract.
- iv. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by Department.
- v. The Contract agrees to comply with the State of Oklahoma Contractor Registration Requirements. Requirements and Registration is available at: https://www.ok.gov/DCS/Central_Purchasing/Contractor_Registration/index.html
- vi. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at <https://www.uscis.gov/e-verify>.
- vii. Termination of Contract shall be based on:
 - a. TERMINATION FOR CAUSE: The Contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the Contractor. The State may terminate the Contract immediately, without a 30-day written notice to the Contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.
 - b. TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the Contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The

Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the Contractor.

IV. COMPENSATION AND APPROPRIATIONS

- i. **COMPENSATION:** In consideration of the faithful performance by the Contractor of the services identified in the Statement of Work and in conformity with the administrative procedures set forth herein, the Department agrees to compensate Contractor an amount not to exceed Four Thousand Dollars | \$4,000 unless amended in writing and approved by Contractor and Department. Compensation may be less than that requested in Contractor's application.
- ii. **INVOICES AND PAYMENTS** Invoices shall be submitted monthly along with monthly progress reports. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered, or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received. State Acquisitions are exempt from sales taxes and federal excise taxes. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.
- iii. **TAX EXEMPTION:** State agency acquisitions are exempt from sales taxes and federal excise taxes. Contractors shall not include these taxes in price quotes.
- iv. **APPROPRIATIONS:** The terms of any Contract resulting from any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year Contracts. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding This contract is made subject to the availability of State and/or Federal funds and if such funds become unavailable during the term of this contract, then this Contract may be immediately reduced or terminated by the Department.

V. GENERAL PROVISIONS

- i. **PROVISIONS BINDING:** The provisions of this Contract shall be binding on and ensure to the benefit of the Department and the Contractor and their respective successors and permitted assigns.
- ii. **ASSIGNMENT AND SUBCONTRACTING:** This Contract may not be assigned without written approval from the Department. If approved, the assignment is subject to the terms of this contract or grantor agency; and, if the source of funding is federal, subcontractor is also subject to sub-recipient terms and conditions of that funding. The Contractor shall not engage in any subcontract to provide the services herein without prior written approval of the Department. If approved, the Contractor shall be liable for any act of the subcontractor, including any act that constitutes a breach of this contract. An approved subcontractor shall be subject to the terms of this

contract or grantor agency. Any subcontracts shall be terminated if a conflict of interest arises between the subcontractor and the Department.

- iii. **FORCE MAJEURE:** Performance may be suspended by either party in case of an Act of God, war, riots, fire, explosion, strike, injunction, inability to obtain fuel, labor, or transportation, accident, national defense requirement, or any cause beyond the control of such party, which prevents the performance of such party. In the event of any of the aforementioned circumstance, Contractor shall be obligated to provide for and Department to pay for only such services as are actually rendered.
- iv. **AFFIRMATION OF STATE EMPLOYMENT:** Contractor, by execution of this Contract, acknowledges and affirms that he/she (1) is not a current employee of the Department, an agency of the State of Oklahoma and (2) has not been an employee of the Department, an agency of the State of Oklahoma within the twelve (12) months next preceding the effective date of this Contract.
- v. **INDEPENDENT CONTRACTOR:** In the performance of all services rendered under this Contract, Contractor shall act solely as an independent contractor and nothing herein shall at any time be construed so as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the parties, and accordingly shall not be eligible for rights or benefits accruing to state employees.
- vi. **AUDIT AND RECORDS CLAUSE:** As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data or in any other form. In accepting any contract with the State, the contractor agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to the execution of the resultant contract. The contractor is required to retain all records and supporting documentation relative to this contract for the duration of the contract term and a period of seven years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for seven years from the date that all issues arising out of the action are resolved or until the end of the seven-year retention period, whichever is later. Contractor agrees the review of all records as they relate to the performance of professional services are to be subject to examination by the Department, the State Auditor and Inspector and the State Purchasing Director.
- vii. **NO GRANT OF AUTHORITY:** Nothing herein shall be construed as conferring upon Contractor the authority to assume or incur any liability or any obligation of any kind, express or implied, in the name of or on behalf of the Department, and Contractor agrees not to assume or incur any such liability or obligation without the prior express written consent of the Department.
- viii. **NO OTHER CONTRACT:** Contractor certifies and warrants that it has entered into no other Contract that would prevent performance of the services agreed to herein on the terms and conditions stated. Contractor further certifies and warrants that no such Contract will be entered into during the pendency of this Contract.
- ix. **ENTIRE CONTRACT:** This Contract, along with any quotes, the purchase order, change orders if applicable, amendments if applicable, and other attachments or supporting documentation constitutes the entire Contract and understanding between the parties with respect to the matters contained herein and supersedes all other Contracts between and representations by the parties with respect to such matters.
- x. **AMENDMENT AND MODIFICATION:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the solicitation. All amendments to the solicitation shall be made in writing by the Agency. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the Contractor. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically

authorized by the Agency in writing, or made unilaterally by the Contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or contract stated in the resultant Contract.

- xi. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants: A.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency; B.) Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; C.) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local); D.) Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- xii. NOTICES: Any notice hereunder to be given by either party to the other shall be in writing and shall be effective when received.
- xiii. NO WAIVER: Waiver by the Department of any breach of any provision of this Contract by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- xiv. SEVERABILITY: The Contracts and covenants contained herein are severable, and in the event any of them shall be held to be invalid by a court of competent jurisdiction, this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.
- xv. CHOICE OF LAW: Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.
- xvi. CHOICE OF VENUE: Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.
- xvii. INDEMNIFICATION: The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice if applicable, and general liability insurance of no less than \$1,000,000.00 to adequately compensate persons for injury to their person or property occasioned by an act of negligence by the Contractor, its agents, employees or the like. Contractor may not cancel or transfer the policy without giving the State thirty (30) days written notice prior to the cancellation or transfer. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the contract and provide the State with evidence of such insurance and renewals upon request. Notice of Self Insurance can also constitute policies and shall be provided for proof at the beginning of any renewal. Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee. The Policy Certificate Holder shall be listed as State of Oklahoma Department of Environmental Quality 707 N. Robinson | Post Office Box 1677 Oklahoma City, Oklahoma 73101-1677 on all insurance certificates.

- xviii. **DELIVERY: F.O.B. DESTINATION:** Delivery, Inspection and Acceptance: Unless otherwise specified in the contract documents, all deliveries shall be F.O.B. Destination. The Contractor(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the Contractor until accepted by the receiving agency. The Contractor(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Contractor(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Agency.
- xix. **COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:** The Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.
- xx. **COMPLIANCE WITH APPLICABLE LAWS:** The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- xxi. **MONITORING AND FINANCIAL COMPLIANCE REVIEW:** DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- xxii. **UNALLOWABLE COSTS:** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended DEQ funds on unallowable costs on this or any previous Contract, Contractor shall reimburse DEQ in full for all such costs on demand. DEQ may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.
- xxiii. **APPEAL:** In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous Contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the Contract is otherwise terminated.
- xxiv. **Proper Invoice:** An invoice is considered proper if sent to the proper recipient and goods or services have been received. Contractor shall invoice DEQ monthly for the costs specified within the contract and/or purchase orders. The proper recipient of invoices is DEQ Accounts Payable. Invoices shall be sent to: Oklahoma Department of Environmental Quality Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677 or <mailto:AccountsPayable@deq.ok.gov>. Failure to comply may result in late payments. Invoices

shall contain the purchase order number, a description of the products delivered or services provided, the dates of such delivery or provision of services, and the Contractor's Federal Employer Identification number.

- xxv. **Unauthorized Obligation:** At no time during the performance of this contract shall the vendor have the authority to obligate DEQ for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding. All work performed without an Executed Notice to Proceed and Purchase Order is an Unauthorized Obligation in which the agency will not be liable for.

In witness whereof, this Contract, consisting of seventeen (17) pages has been executed and delivered effective as of the date first above written.

Electronic Signature page will replace this page if applicable

**City of Norman
PO Box 370
Norman, Oklahoma 73070**

**State of Oklahoma
Oklahoma Department of
Environmental Quality
707 N. Robinson, P.O. Box 1677, Oklahoma
City, Oklahoma, 73101-1677**

Signature of Authorized Representative

Larry Heikkila

Printed Name of Authorized Representative

Mayor

Title of Authorized Representative

Signature of Authorized Representative

Printed Name of Authorized Representative

Title of Authorized Representative

Attachment A

Community Based Environmental Protection Projects
Oklahoma Department of Environmental Quality
Request to Enter Contract for Reimbursement
Equipment Grant Application FY25

The Oklahoma Department of Environmental Quality (DEQ) has the jurisdictional area of environmental responsibility over the prevention, control and abatement of pollution caused by solid waste which presents a threat to human health or the environment, under provisions of 27A O.S. § 1-3-101 and 27A O.S. § 2-10-202; and

The Executive Director of DEQ is authorized under the provisions of 27A O.S. §§ 2-3-201 and 2-3-202 to enter into contracts for the purpose of carrying out any of the purposes, objectives or provisions of the Environmental Quality Code, Title 27A of the Oklahoma Statutes, for which DEQ has jurisdiction.

DEQ is authorized under the provisions of 27A O.S. § 2-10-802(C) to expend funds and enter into contracts with units of local government and political subdivisions of this State for purposes of administering the Oklahoma Solid Waste Management Act.

DEQ does not reimburse for buildings, vehicles, laptops, or drones.

Grant money is not guaranteed. Funding is limited. DEQ's ability to fund requests to local governments is entirely dependent on the amount of money available to DEQ to issue grants.

Basic Information:

- Grants are provided on a reimbursement basis.
- **Grantees must enter into a formal Agreement with DEQ as vendors. Until a fully executed Agreement and Purchase Order are issued, no funds are available. Funds spent prior to a formal Agreement and Purchase Order are not reimbursable.**
- All awarded funding must be spent in the fiscal year granted.
- Agreements expire June 30, 2025.
- Final invoices are due by August 31, 2025. Invoices submitted after August 2025 may not be reimbursed.

Process for Receiving Funds

1. Submit application.
2. DEQ reviews application. Discussion between DEQ and applicant may occur at this time. Applicant sends revised Scope of Work and Budget to DEQ, if necessary.
3. DEQ writes formal Agreement and sends through state's procurement process for approval.
4. DEQ sends applicant a formal Agreement to sign and return, electronically.
5. DEQ signs, then sends an electronic copy of the fully executed Agreement and Purchase Order to applicant.
6. Applicant may now begin to spend funds intended for reimbursement. **Funds spent prior to a fully executed Agreement and Purchase Order (between steps 1-5) are not reimbursable.**
7. Applicant sends invoices and monthly reports to DEQ.
8. DEQ Reimburses invoices within 45 days.

For more information and application deadlines, visit the DEQ website at <https://www.deq.ok.gov/land-protection-division/waste-management/solid-waste/funding-opportunities-for-community-based-environmental-protection-projects/>.

Application Submittal Instructions

Return by e-mail to SWGrants@deq.ok.gov with the subject line, “[Organization] FY25 [grant type] Grant Application DEQ”
e.g., Oklahoma County FY25 Equipment Grant Application DEQ

Or send a hard copy to:

Oklahoma Department of Environmental Quality
Attn: Libby McCaskill, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Equipment Grant

These grants are for purchasing solid waste management equipment valued between \$5,000 and \$50,000. Examples include brush chippers, recycling equipment such as balers, HHW facility equipment, and composting equipment. These are typically one-time purchases. Storage and maintenance plans must be included with the application. Equipment means tangible, non-expendable property having useful life of more than one (1) year and an acquisition cost between \$5,000 and \$50,000 per unit. Equipment purchased with DEQ funds may not be offered as collateral in any transactions or sold within three (3) years from the date of purchase unless otherwise agreed by DEQ. Grant Recipients are required to submit appropriate invoicing and to provide monthly photos and metrics.

NEW: DEQ will reimburse 80% of equipment costing \$5,000-\$50,000.

Equipment Grant Application FY25

The following information must be provided before a contract for reimbursement will be considered. Scoring will be based on the following categories: environmental improvement, collaboration, storage and maintenance plans, sustainability, feasibility, scope of work, budget, quality of proposal, and past performance, if applicable. This form has been prepared to be applicable to a wide range of projects and as a result some of the questions may not seem directly applicable to what you propose. Please answer the questions to the best of your ability based on the information you have.

1. Date:

December 22, 2023

2. Legal Name of organization that reimbursements will be issued to: **Norman Municipal Authority**

3. Equipment being requested: Vestil Drum-55-SCL-E

4. Total Cost of Equipment: \$ 4000

5. Dollar Amount being Requested: \$4000

6. Contact information for organization

Name/Title:	Michele Loudenback/Environmental and Sustainability Manager
Phone Number:	405-307-7130
E-mail Address:	Michele.loudenback@normanok.gov

7. Signatory Authority for organization with legal authority to sign contract with DEQ:

Name/Title:	Larry Heikkila/Mayor
Phone Number:	405-366-5404
E-mail Address:	Mayor@normanok.gov

8. Addresses

The contract will be sent here for signature (name and e-mail):	Michele Loudenback michele.loudenback@normanok.gov
Reimbursements will go to this mailing address:	PO Box 370, Norman, OK 73070

9. Project Description. Answer each question in the answer box to the right.

General Information

Questions	Answers
a. Please attach specifications and cost estimates for the requested equipment.	Please see attached cost estimate and specification.

Environmental Improvement

Questions	Answers
b. Describe the program that this equipment will be used for:	This drum hand truck with scale will be used by the single employee tasked to our (City of Norman) permanent household hazardous waste facility. It will be used to maneuver and weigh drums filled with paint and other household chemicals to allow for safer drum handling.
c. Who will be served by this program (municipalities, county, region, estimate population)?	Currently, the municipality of Norman (population 128,026, 2020 Census) will be served. We have future plans to expand operations to smaller regional community and county residents on a pay-per-use or MOA type of system. This expansion is expected to be planned in FY 25 and implemented in FY 26.
d. What type of solid waste will be managed with this equipment?	This equipment (ergonomic drum hand truck with scale) will be used to manage, manipulate and transport heavy drums (steel and plastic) filled with materials brought to the household hazardous permanent facility for recycling/disposal.
e. How is this waste currently managed?	Currently, a forklift with a drum grabber is used to move drums to a scale to be weighed for tracking and manifesting. The management of the drums is awkward at best and dangerous at worst. Use of this requested equipment will allow for ease of manipulation by the single employee tasked to the permanent HHW facility. It would also increase efficiency in receiving, packing and transporting.
f. How will the equipment improve the management of this waste?	This equipment will provide a safer and more efficient way to move and load drums weighing 600 or more pounds and provide more accurate weights for outgoing reports.

<p>g. What is the environmental benefit of purchasing this equipment? (e.g., waste reduction, resource conservation, pollution prevention, litter abatement, education)?</p>	<p>There are many benefits from the program for which the purchase is being made which include waste reduction, resource conservation, pollution prevention, and public education. The main environmental benefit from the direct purchase of the equipment is pollution prevention. It will help decrease the chance of damaging or tipping a filled drum while it is being relocated. This, in turn, will decrease the potential for chemical spills and their accompanying environmental impact.</p>
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Cost

Questions	Answers
<p>h. Are you partnering with anyone else to purchase this equipment? To make more efficient use of limited funding, DEQ will prioritize applications that propose partnerships and collaboration.</p>	<p>This equipment will be tasked to the permanent household hazardous waste facility. This facility is solely owned and operated by the City of Norman and houses potentially dangerous materials, thereby making outside collaboration a little more difficult. We do partner with Churches Caring for Creation (and University Lutheran Church and Student Center) with their foam recycling program and with HIS paint with their paint recycling program.</p>
<p>i. Have you received a previous grant from the DEQ? If so, what years, what dollar amounts did you receive, and how much of that funding did you spend?</p>	<p>Yes. FY 20 - \$55,370 – purchases of forklift, paint can crusher, and fuorescent bulb crusher FY 21 - \$19, 125.07 – purchases of aerosol disposal system, sharps container kiosk, spill containment equipment, and utility carts, and the implementation of two electronic waste collection events. FY 23 - \$4750 – implementation of one electronics waste collection event.</p>

Logistics

Questions	Answers
j. Describe your maintenance plans.	Maintenance will be performed on the equipment as per the manufacturer’s specifications, either through our Fleet Division or through a maintenance contract with an outside service.
k. Describe your storage plans.	The equipment will be stored inside the Household Hazardous Waste Facility to protect it from weather, theft and vandalism.
l. If replacing existing equipment, what will you do with the old equipment?	This will be a new piece of equipment, not a replacement.

Sustainability

Questions	Answers
m. What metrics will you track monthly to demonstrate Return on Investment (ROI)?	In addition to the usual metrics (types of materials collected, amounts of materials collected, amounts and types shipped, etc.) that we currently collect, we will track the weight of the materials that are handled with the equipment.
n. Describe your reuse plan for the material you will be managing, if applicable. (i.e., if you are requesting a chipper, how will you beneficially reuse the wood chips: free to citizens, mulching community parks/gardens, etc.?)	The material handled at the HHWF is considered first for reuse in our Swap Shop. Materials not suitable for the Swap Shop are sent to Clean Earth, HIS Paint or Interstate Battery (currently). The processors work to reuse and recycle first before disposal considerations are entertained.

Other

o. How did you hear about DEQ’s Solid Waste Management Grant Program?	Aside from being previous recipients, several staff members are previous DEQ-employees. Additionally, the City of Norman partners closely with DEQ in most of our program areas.
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Additional Information

Question	Answer
p. Is there any other information that you would like to share?	Currently, we have only one staff member tasked to the facility. Tis equipment would be very valuable to the safety of that employee and would help increase our operation efficiency. The increase in efficiency will have a directly affect the amount of material we can

	<p>divert from the waste stream as well as the number of residents we can accommodate. Thank you for your consideration.</p>
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Attachment B:



The City of
NORMAN

225 N. Webster / P.O. Box 370
Norman, Oklahoma 73069 / 73070

Environmental Resilience and
Sustainability
Phone: 405-292-9731
Fax: 405-292-9793
EnvironmentalServices@normanok.gov

January 21, 2024

Oklahoma Department of Environmental Quality
Attn: Libby MCaskill, Land Protection Division
P.O. Box 1677
Oklahoma City, OK 73101-1677
Phone: 405-702-5100
Fax: 405-702-5101

Dear Ms. McCaskill:

The City of Norman is submitting this application to request a contract for reimbursement for equipment to improve solid waste collection and disposal under the Community Based Environmental Protection Projects – Large Equipment Grant.

The request is for a Vestil DRUM-55-SCL-E 900-pound-capacity ergonomic drum hand truck (see attached specifications). This piece of equipment will improve safety and efficiency of our Household Hazardous Waste Facility operations which is staffed with one, full-time employee.

Thank you for your consideration of this request. If you require any additional information, please do not hesitate to contact me at (405) 292-9731 or at Michele.Loudenback@NormanOK.gov.

Sincerely,

Michele Loudenback, RPES, CFM
Environmental and Sustainability Manager
City of Norman

Attachment C:

Details For Model: DRUM-55-SCL-E



Steel Portable Ergonomic Drum Truck with Scale 38-5/8 In. x 35 In. x 64 In. 900 Lb. Capacity Yellow

The portable drum jacks are the perfect solution to any of your drum transporting needs. The steel constructed compact design allows for maximum maneuverability in restrictive areas. The unit can lift, transport, and weigh 30, 55, and 85 gallon steel, fiber, and plastic drums. Scale head features automatic turn-off and +/-0.5 lbs. accuracy. Scale is powered with AA batteries. AC adapter included.

- Scale allows you to weigh your load on the spot for maximum efficiency
- Ergonomic drum truck with scale accepts a variety of drum sizes and types
- Scale head has an automatic turn off to save energy and power
- AC adapter incorporated for optimal use

Dimensions: 35"W x 38.625"L x 64"H	Sell UOM: EA-Each	Color: Yellow
Material: Steel	UPC: 691215116725	GTIN: 00691215116725
Warranty: --	Shipping Weight: 420	Quickship Item? --
Can It Ship UPS? --	Option? N	Origin: China
Assembly: Assembled	Packaging: BASE_UNIT_OR_EACH	Drawing Required? N
Uniform Capacity (lb.): 900	Lift Height (in.): 23-5/8	Battery (Quantity/Type): (6) AA

Our Customer Service Associates Are Here To Assist You!
Call Vestil At 260-665-7586 or info@vestil.com