

**SOLID WASTE DISPOSAL AND COMINGLED  
RECYCLING PROCESSING AGREEMENT**

This Solid Waste Disposal and Comingled Recycling Processing Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Oklahoma City Waste Disposal, Inc. (“Contractor”), and the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma (“Authority”).

**WITNESSETH:**

**WHEREAS**, Authority collects municipal solid waste from residential and commercial customers within the City of Norman and hauls the waste to a permitted facility for disposal as required by permits issued by the Oklahoma Department of Environmental Quality; and

**WHEREAS**, the Authority’s current amended agreement for landfill disposal (Contract K-1819-45) expires on August 31, 2024; and

**WHEREAS**, the Authority’s current amended agreement (Contract K-1819-76) with a vendor for the collection, processing, and marketing of comingled (single stream) recyclable commodities from residential customers expires on July 30, 2024; and

**WHEREAS**, Authority will be responsible for the collection of comingled recyclable commodities from residential customers starting on August 1, 2024, and will haul the materials to a vendor for processing and marketing the materials for beneficial reuse; and

**WHEREAS**, Authority issued Amended Request for Proposal RFP 2324-31 for vendors to submit proposals for municipal solid waste disposal, processing of single stream or comingled recycling commodities, and/or processing of drop-center and commercial recycling; and

**WHEREAS**, staff completed a review of the five submitted proposals in accordance with RFP 2324-31 and determined that Oklahoma City Waste Disposal Inc., submitted the best comprehensive portfolio for municipal solid waste disposal and comingled recyclable commodity processing; and

**WHEREAS**, Contractor operates as a permitted Subtitle D sanitary landfill at 7600 SW 15<sup>th</sup> Street, Oklahoma City, OK (the “Landfill”) that utilizes a methane recovery system; and

**WHEREAS**, Contractor’s affiliate, Stutzman Refuse Disposal, Inc., operates a Material Recovery Facility (“MRF”) located in Hutchison, KS where comingled recycling materials are processed and marketed for beneficial reuse; and

**WHEREAS**, Contractor has subcontracted with Smurfit Kappa located at 7216 S. Bryant Avenue, Oklahoma City, which will receive and bale comingled recycling commodities for transport by Contractor to their MRF; and

**WHEREAS**, Authority and Contractor desire to enter into this Agreement permitting Authority to dispose of Acceptable Waste (defined below) at the Landfill and to drop comingled recyclable materials at the agreed upon location for processing; and

**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:

**I. DEFINITIONS**

- A. “Acceptable Waste” means any and all solid waste that is not prohibited to be disposed of in a landfill by the laws of the United States, the state of Oklahoma, any regulations promulgated thereunder. The term Acceptable Waste specifically excludes “Unacceptable Waste” or “Special Waste” in this Agreement.

- B. "Contractor Designated Receiving Facility" refers to the Smurfit Kappa facility located at 7216 S Bryant Avenue, Oklahoma, which is the location where the Authority is to transport and deliver its unprocessed Recycled Materials collected from the residential single stream recycling service for the packaging of said materials for transport to the Contractor's facility in Hutchison, Kansas for processing.
- C. "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. 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
  3. 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
  4. 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
  5. 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.
- D. "Processing", as it relates to Recyclable Materials, means volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a Material Recovery Facility for transportation and marketing purposes.
- E. "Process Residuals" means materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed of as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities.
- F. "Recyclable Materials" means all items of refuse designated by Contractor and Authority to be part of an authorized curbside recycling program and which are intended for processing, and re-manufacturing or reuse, including:
1. aluminum, steel and tin cans;
  2. newspaper and newspaper inserts;
  3. magazines and catalogs;
  4. all junk mail and envelopes;
  5. cardboard;
  6. office and school paper (all colors);
  7. phone books;
  8. cereal and cracker type boxes, brown paper sacks and bags;
  9. plastics labeled Nos. 1 through Nos. 2; and
  10. Process Residuals.
- "Recyclable Materials", for purposes of this agreement, shall not include any items of refuse that are collected under the Authority's drop-center or commercial recycling programs.
- G. "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. friable and/or non-friable asbestos waste; or
5. 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.

H. "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
3. "Special Waste", as defined herein, unless otherwise agreed to in writing by the parties, pursuant to subsection XI of this Agreement.

## II. VOLUMES

- A. There shall be no minimum or maximum annual tonnage restrictions on the amount of Authority's Acceptable Waste accepted by the Contractor.
- B. Authority agrees to transport and deliver Recyclable Materials collected through residential single stream service to the Contractor's Designated Receiving Facility. There shall be no minimum or maximum annual tonnage restrictions on the amount of Authority's Recyclable Materials processed by Contractor.

## III. HOURS OF OPERATION

- A. The Landfill shall not be open for operation and acceptance of Acceptable Waste on Thanksgiving Day, Christmas Day, and New Year's Day. The Landfill shall be open for operation between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. The Landfill will be open on Saturdays from 7:00 a.m. to 12:00 p.m.
- B. Designated Fall and Spring Clean Up Days. The Landfill agrees to stay open on the days designated by the Authority as Spring and Fall Clean Up days until 5:30 p.m. The Authority 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.
- C. The Contractor Designated Receiving Facility shall not be open for operation and acceptance of Acceptable Waste on Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor Designated Receiving Facility shall be open for operation between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor Designated Receiving Facility will be open on Saturdays from 7:00 a.m. to 12:00 p.m.

## IV. TERM OF AGREEMENT

- A. For disposal services for Acceptable Waste, the term of this Agreement shall be for a period of sixty (60) months, beginning September 1, 2024, and ending August 31, 2029. The Authority shall have the option to extend the Agreement for an additional one-year term at the end of the sixty (60) months with at least sixty (60) days written notice to the Contractor prior to the expiration of the current term. Upon expiration or termination of this Agreement, the Contractor's obligation to accept Authority's 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.

- B. For processing of Recyclable Materials, the term of this Agreement shall be for a period of sixty-one (61) months, beginning August 1, 2024, and ending August 31, 2029. The Authority shall have the option to extend the Agreement for an additional one-year term at the end of the sixty-one (61) months with at least sixty (60) days written notice to the Contractor prior to the expiration of the current term. Upon expiration or termination of this Agreement, the Authority's obligation to deliver, and the Contractor's obligation to accept, Recyclable Materials 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.

**V. PRICE**

- A. Authority shall pay Contractor for services provided to Authority under this Agreement at the following rate:
  - 1. For Acceptable Waste: Base Rate of \$20.50 per ton, plus the state flow fee of \$1.25 per ton.
  - 2. For Recyclable Materials: Rate of \$65.00 per ton.
- B. On September 1<sup>st</sup> of each year, starting year two on September 1, 2025, the Base Rate per ton for disposal of Acceptable Waste and the Rate per ton for processing of Recyclable Materials shall be subject to a percentage increase based upon the change in the 12-month annual average of the monthly Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection ("CPI-U"). The 12-month annual average shall be calculated by establishing the CPI-U on each August 1<sup>st</sup> as compared to the immediately preceding August 1<sup>st</sup> during every year of this Agreement.
- C. Other than state flow fee, as set by the State of Oklahoma, the rates identified above in subsection A shall be fully inclusive of all applicable taxes and fees. Except as otherwise explicitly stated in this agreement, Contractor shall not charge Authority for any additional costs or fees related to Contractor's provision of services under this Agreement.
- D. Any changes to local, state, or federal taxes imposed during the term of the Agreement shall be automatically passed through to the Authority.
- E. In the event that Contractor's scales are out of service, Contractor agrees to utilize the vehicle weight recorded at the Authority's Transfer Station, less the average empty tare weight recorded for the vehicle, for purposes of determining applicable charges for disposal and processing of Acceptable Waste and Recyclable Materials. In such events, Authority shall be entitled to a credit against any amount invoiced for the relevant period in an amount equal to \$110 per hour of travel time of Authority's Recyclable Materials collection vehicles that is spent travelling to and from the Authority's Transfer Station for purposes of obtaining volume measurements.

**VI. OBLIGATIONS OF CONTRACTOR**

- A. Contractor agrees to provide and maintain at all times accurate scales at the Landfill and at the Contractor Designated Receiving Facility. The respective scales will be capable of weighing all materials 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 termination of this agreement.
- B. Contractor agrees to weigh and process all Acceptable Waste and Recyclable Materials in a timely fashion.
- C. Contractor agrees to keep its and its subcontractor's 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 any of Contractor's or its subcontractor's facilities, the

Authority shall have the right to take its Acceptable Waste and/or its Recyclable Materials to an alternative facility.

- D. Contractor shall maintain an “all-weather” road leading from the public street to the disposal cells of the Landfill where trucks are unloaded and to delivery location for Contractor Designated Receiving Facility.
- E. During the term of this Agreement, Contractor agrees to accept at the Landfill all of Authority’s Acceptable Waste for the price identified in this Agreement.
- F. During the term of this Agreement, Contractor agrees to accept all of Authority’s Recyclable Materials at Contractor’s Designated Receiving Facility. Contractor shall be responsible for the packaging, transportation, and processing of Authority’s Recyclable Materials that are delivered and accepted at Contractor’s Designated Receiving Facility at the price identified in this Agreement.

**VII. PERFORMANCE ACCOUNTABILITY**

**A. Reports**

- 1. Contractor shall furnish the Authority with a weekly report, due by 5:00pm each Monday, containing the following information:
    - i. The date of ticket,
    - ii. ticket number,
    - iii. truck ID,
    - iv. incoming and outgoing tons, and
    - v. amount of flow fees.
  - 2. Contractor shall furnish the Authority with a quarterly report, due by 5:00pm on the second business day of the months of January, April, July, and October, containing the following information:
    - i. Total quantities of Recyclable Materials delivered by Authority;
    - ii. Total quantities of Recyclable Materials processed, by material type (in tons);
    - iii. Net quantities of Recyclable Materials marketed, by material type (in tons);
    - iv. Quantities of Process Residuals disposed (in tons);
    - v. Disposal location of Process Residuals; and
    - vi. Materials composition analysis of the Authority’s recyclable materials.
  - 3. The Contractor shall furnish the Authority with an annual report, due by January 31st of each year, containing the following information:
    - i. Total quantities of Recyclable Materials delivered by Authority;
    - ii. Total quantities of Recyclable Materials processed, by material type (in tons);
    - iii. Net quantities of Recyclable Materials marketed, by material type (in tons);
    - iv. Quantities of Process Residuals disposed (in tons);
    - v. Disposal location of Process Residuals; and
    - vi. Materials composition analysis of the Authority’s recyclable materials.
- B. Audit Rights of Authority: Authority, or any of its duly authorized representatives, shall at all times have the reasonable right and option to monitor, inspect, audit, and review the Contractor’s performance under this Agreement; and in connection therewith, the Authority shall have the right to inspect any and all non-confidential/non-privileged records, books, documents, or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor’s performance under this agreement. Contractor agrees to submit to and cooperate with Authority fully in all such efforts.

- C. **Inspection Rights of Authority.** The Authority, in its sole discretion, may inspect Contractor's equipment and facilities. Authority may perform inspection during the hours of operation as defined in Section III of the Agreement during the term of the Agreement set forth in Section IV. If the Authority elects to inspect Contractor's equipment or facilities, Contractor shall provide the Authority reasonable access to any and all equipment and facilities relating to the Agreement. The Authority shall be required to follow all safety precautions of the Contractor. Equipment shall include vehicles and all other equipment relating to the Agreement. Facilities shall include the local customer office and all other facilities relating to the Agreement. Contractor shall provide adequate and appropriate work space at Contractor's facilities in order to conduct inspections in compliance with the provisions of this Section. The Authority shall give Contractor at least ten (10) calendar days advance written notice of intention to inspect Contractor's equipment and/or facilities.

**VIII. PAYMENT TERMS AND CONDITIONS OF PAYMENT**

- A. **Invoicing.** Contractor shall invoice the Authority monthly in arrears at the rate set forth in this Agreement with separate invoices for Acceptable Waste disposal and Comingled Recycling Processing. Flow fees must be separated from the disposal fee on all invoices. Said invoices shall be accompanied by such detail as the Authority may reasonably request. The Authority agrees to pay said invoices within thirty (30) days from the respective invoice date.

**IX. TERMINATION**

Either party may terminate the Agreement if the other fails to fulfill any of its obligations under the Agreement or otherwise violates any of the terms of the Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the failing party and the failing party has failed to cure such breach to the complaining party's satisfaction within thirty (30) days after its receipt of such notice.

**X. UNACCEPTABLE WASTE**

- A. **Delivery of Unacceptable Waste.** Authority agrees that it shall not deliver any Unacceptable Waste (as defined in Section I(H)) to the Landfill.
- B. **Rejection of Unacceptable Waste.** Contractor may reject acceptance of Unacceptable Waste, at Authority's expense. 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. If the Contractor finds what reasonably appears to be discarded Unacceptable Waste, the Contractor shall promptly notify Authority. Title to and liability for any Unacceptable Waste shall remain with the producer of the Unacceptable Waste, even if the Contractor inadvertently accepts such Unacceptable Waste at the Landfill.
- C. Authority shall make best efforts to inform its customers about the type of refuse that is eligible for its recycling program, pursuant to the definition of "Recyclable Materials" in this Agreement. Contractor acknowledges that some Process Residuals will be present in the materials delivered by Authority.

**XI. SPECIAL WASTE DISPOSAL**

While not required under the terms of this Agreement, Contractor may accept, manage, and/or dispose of any Special Waste from Authority, upon mutual written agreement of the Parties.

**XII. PERMITS**

Contractor represents and warrants that, as of the date of this Agreement, it has obtained all necessary permits and approvals for the 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 #3555018.

**XIII. HOLD HARMLESS PROVISION.**

To the extent that the Contractor is found to be in violation of any local, state, or federal regulations, Contractor agrees to hold the Authority harmless for any resulting liability; provided, however, that Contractor shall have no obligations to hold the Authority harmless for any actions resulting from the Authority's negligence, willful misconduct or breach of any local, state or federal regulation. Contractor shall hold Authority harmless from any liability (including reimbursement of Authority's reasonable legal fees and all costs) from violations of any applicable laws or regulations, for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the negligence or willful misconduct of Contractor or any of Contractor's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded Authority under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, Authority is responsible for its own negligence and that of its employees. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

**XIV. FORCE MAJEURE.**

Except for Authority'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, epidemic, pandemic, 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 willful or negligent action of the party relying thereon or 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).

**XV. 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.

**XVI. MISCELLANEOUS PROVISIONS**

- A. **Applicable Law.** The laws of the State of Oklahoma shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Cleveland, State of Oklahoma, regardless of the place of business, residence, or incorporation of the Contractor.
- B. **Insurance Required:** At all times during the Term of this Agreement, the Contractor shall maintain insurance as required by the Authority and the State of Oklahoma to protect and hold harmless Authority's employees and the Authority from liability in cases of accident and injury to persons or property. At a minimum, the following types and amounts of insurance coverage are required during the life of the contract:

1. Worker's compensation insurance for Contractor's employees as required by Oklahoma Workers Compensation Statutes.
  2. Comprehensive general liability insurance with a minimum of \$1,000,000 per occurrence.
  3. Comprehensive automobile liability insurance with a minimum of \$1,000,000 per occurrence.
  4. Reserved.
- C. Independent Contractor. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the Authority. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between the Authority or any employee or agent of the Contractor.
- D. Compliance with Laws, Regulations, and Ordinances. Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.
- E. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide any of the services described in this Agreement.
- F. Severability. If any provisions 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.
- G. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, sent by recognized overnight courier, or delivered personally to:
- Authority:                   Norman Municipal Authority  
                                  P.O. Box 370  
                                  Norman, OK 73070  
                                  Attn: Utilities Director  
                                  With Copy to: Utilities Superintendent
- Contractor:                 Oklahoma City Waste Disposal, Inc.  
                                  Attn: District Manager  
                                  7600 SW 15<sup>th</sup> Street  
                                  Oklahoma City, OK 73128
- H. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.
- I. This Agreement, along with any attachments and exhibits hereto, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein; and, unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
- J. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.



- K. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.
- L. **Assignability.** Contractor shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Authority (which shall not be unreasonably withheld, conditioned or delayed), and Authority's consent to an assignment shall not be deemed to be consent to any subsequent assignment.

**[Signatures on following page]**

IN WITNESS WHEREOF, THE NORMAN MUNICIPAL AUTHORITY and OKLAHOMA CITY WASTE DISPOSAL, INC., have executed this AGREEMENT.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

Norman Municipal Authority  
(AUTHORITY)

Oklahoma City Waste Disposal, Inc.  
(CONTRACTOR)

Signature \_\_\_\_\_

Signature 

Name \_\_\_\_\_

Name Aaron Bradley

Title \_\_\_\_\_

Title Region Vice President

Date \_\_\_\_\_

Date 7-25-2024

Attest:

Attest:

\_\_\_\_\_



City Clerk

Jennifer Rowley

Corporate Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
CITY ATTORNEY