

ARDMORE PUBLIC WORKS AUTHORITY

Authority Letter No. 5105  
Meeting Date June 7, 2021

Ardmore Public Works Authority  
City of Ardmore, Oklahoma

Re: Request to approve Disposal Service Agreement with  
SORD for the disposal of municipal solid waste

Dear Trustees:

Attached is a copy of a Disposal Services Agreement from the Southern Oklahoma Regional Disposal, Inc. (SORD). The current agreement will expire at the end of this month. This proposed agreement is for 5 years and will include a 2.5% increase in tipping fees for year 2 and an additional 2.5% increase in year 4. This agreement has been reviewed and approved by Mr. David Davis.

Staff recommends the approval of the Disposal Services Agreement from the Southern Oklahoma Regional Disposal, Inc. (SORD).

Sincerely,



Shawn Geurin, Utilities Director

Reviewed by: \_\_\_\_\_



APWA Manager

**SOUTHERN OKLAHOMA REGIONAL DISPOSAL, INC.**  
**DISPOSAL SERVICE AGREEMENT**

This Disposal Service Agreement (the "Agreement") between Southern Oklahoma Regional Disposal, Inc. (hereinafter referred to as "SORD"), P.O. Box 1088, Ardmore, Oklahoma 73402, and the Ardmore Public Works Authority, an Oklahoma public trust, P.O. Box 249, Ardmore, Oklahoma 73402 (hereinafter referred to as "CLIENT").

WHEREAS SORD is a quasi-governmental entity comprised of regional municipalities, counties and districts which was established for the purpose of cooperative collection and/or disposal of Municipal Solid Waste and other acceptable waste of the member entities and third parties; and

WHEREAS SORD is the owner of a municipal solid waste landfill (the "Landfill") located at 31 SORD Drive, Ardmore, Carter County, Oklahoma, and is the holder of a license to operate such Landfill, which can accept certain solid waste material: and,

WHEREAS CLIENT and SORD desire to enter into a contract providing that SORD shall accept CLIENT's solid waste at the Landfill and dispose of same at the Landfill or such other place as SORD shall designate, subject to the terms as are hereinafter set forth.

NOW, THEREFORE, the parties, in consideration of the mutual covenants and benefits set forth below, agree as follows:

**DEFINITIONS**

"Municipal Solid Waste" (hereafter "MSW"), for the purposes of this Agreement, shall be defined as non-hazardous waste generated in households, commercial and business establishments, and institutions; and excludes industrial process wastes, mining wastes, ashes, and sewage sludge.

The term "hazardous waste", as used herein, shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, and including future amendments thereto, and applicable state law.

"Permitted Special Waste", as used herein, shall include those wastes that are not controlled industrial wastes but which, because of their nature or volume, require special or additional handling aside from that given to routine household refuse, which shall include but is not limited to: sludge, septic tank pumpings, grease trap wastes, dead animals, packing house offal and tankage, waste fats

and oils, hatchery wastes, asbestos wastes, and spent herbicide and pesticide containers.

"Construction / Demolition Waste", as used herein, shall mean the scrap lumber and other building materials generated in either the construction or demolition of buildings and other improvements.

### **TERM**

This Agreement shall be for a term of five (5) years commencing at 12:01 am on the 1st day of July 2021 and terminating at 11:59 p.m. on the 30th day of June 2026, unless either party hereto takes action to terminate this Agreement pursuant to the terms hereinafter set forth. It is understood and agreed that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City's funds to Ardmore Public Works Authority in the future will be limited to appropriations and available funds in the then current City fiscal year. In the event appropriations for this agreement are limited or not available then the parties will in good faith renegotiate the terms of this agreement.

### **DISPOSAL RATES AND PAYMENT**

The Disposal Rate, commonly known as and referred to as a "Tipping Fee", to be paid by CLIENT to SORD during the first year of this Agreement shall be the sum of Twenty-One Dollars and Fifty Cents (\$21.50) per ton of Municipal Solid Waste ("MSW"). Such Tipping Fee shall increase 2.5% for the second and fourth year of the contract upon approval by the SORD Board of Directors. Payment of same shall be made by CLIENT to SORD no later than twenty (20) days after the issuance of each monthly statement by SORD, either directly to SORD at the Post Office Box set forth above, or directly to such banking institution designated by SORD.

The Initial Rates for MSW disposal are set forth above. SORD, at the sole discretion of SORD or SORD's assigns, may, at any time after the first three (3) years of this Agreement, establish new disposal rates (the "Base Rates") herein to, (1) fully cover increases in disposal operating costs, (2) address changes in any laws, regulations, ordinances or guidelines, including changes regarding the construction or the operation of the landfill, promulgated by the EPA or the Oklahoma Department of Environmental Quality, or (3) adjust for any decrease in the volume of MSW being disposed of into the landfill. In the event of extraordinary or unforeseen expenses, SORD reserves the right to increase the Initial Rates set forth above to cover said expenses upon thirty (30) days written notice to and upon consultation with the CLIENT.

The Parties recognize that the validity of a contract with CLIENT is dependent on the availability of public funding and appropriation. Nothing in the

Agreement is intended to imply that the CLIENT can be obligated to expend funds beyond the current fiscal year without such Commission action.

### **PARTIES' OBLIGATIONS**

CLIENT shall collect and deliver all of CLIENT'S MSW, both commercial and residential, to SORD at the Landfill. Should CLIENT cease to publicly collect MSW, any agreement by and between CLIENT and a third-party collector to collect same shall be subject to this Agreement and provide for delivery of all such MSW so collected to be made to SORD consistent with the terms of this Agreement.

During the term of this Agreement, subject to availability of airspace or any periodic quantity limitations imposed by applicable law, regulation, permits or otherwise, SORD shall receive and dispose of all the "MSW" delivered to SORD's disposal site, excluding radioactive, volatile, highly flammable, explosive, toxic, infectious, pathological, or hazardous waste.

Where requested by SORD, CLIENT shall, in addition to any labeling, placarding, marking, manifesting or other such documentation required by law, provide SORD, in advance, with a representative Sample of the solid waste to be disposed of by SORD, and with a detailed written physical and chemical description or analysis of the solid waste, including a listing of unique chemical characteristics and safety procedures, if such exists, that would be of material significance to the handling of such solid waste ("Waste Characterization Data Sheet" or "WCDS"). CLIENT shall promptly furnish to SORD any information regarding known, suspected, or planned changes in composition of such solid waste and CLIENT shall accordingly update the WCDS. CLIENT warrants that all solid waste specified in a WCDS and delivered to SORD shall conform to the description set forth on the WCDS.

### **OWNERSHIP OF WASTE**

Ownership of the MSW and other waste delivered by CLIENT to SORD shall be transferred to and vest in SORD at the time the MSW and other waste is fully unloaded at the working face of the actual disposal site at the Landfill (or such other place to which the parties have agreed in writing) and the CLIENT'S vehicle has departed such working face. Prior thereto ownership of the MSW and other waste shall be in, and all risks and responsibilities for same, shall be borne by CLIENT.

### **COMPLIANCE WITH LAWS**

SORD and CLIENT shall comply with all applicable local, state, and federal laws pertaining to the delivery and disposal of the MSW and other waste. CLIENT shall also comply with work and safety rules which have been promulgated by SORD to govern operations at the Landfill.

### **TERMINATION UPON DEFAULT**

Either party shall have the right to terminate this Agreement in the event of a default by the other party of any of the provisions contained in this Agreement, which default is not cured within twenty (20) days of such default, after delivery to such defaulting party of written notice of such default. Any such decision regarding termination of this Agreement shall provide no less than one hundred twenty (120) days written notification by the terminating part delivered to the defaulting that this Agreement is being terminated.

### **WRONGUL ACTS**

CLIENT and SORD shall each be responsible for the wrongful acts and omissions of their agents and employees.

### **INSURANCE**

SORD and Ardmore Public Works Authority each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence and Workers Compensation and Employer's Liability coverage within statutory limits. Each party will provide a certificate of insurance to the other party showing uninterrupted coverage throughout the entire terms of this agreement.

### **FORCE MAJUERE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval regarding use, operation or closure of the disposal site.

### **ASSIGNMENT**

The Agreement and the interest of CLIENT in any facilities or equipment subject to this Agreement may not be sold, leased, pledged, assigned, or otherwise encumbered by CLIENT for any reason without the express prior approval of SORD. This Agreement, SORD's interest in any facilities or equipment subject to this Agreement and the right of SORD to receive payment under this or any other Agreement may be assigned and reassigned in whole or in part to one or more

assignees of SORD without the necessity of obtaining the consent of CLIENT. Any consent to assignment shall not be unreasonably withheld by SORD.

### **ENTIRE AGREEMENT**

The Agreement constitutes the entire understanding between SORD and CLIENT hereto, and cancels and supersedes all prior negotiations, representations, understandings, and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modification to the Agreement will be effective unless in writing and signed by SORD and CLIENT hereto.

### **MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party.

### **BINDING EFFECT**

This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties.

### **NOTICES**

Any notice, request, demand, and other communication given under this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by registered or certified mail, to the following address or addresses:

If to SORD, to:       Executive Director  
                          P.O. Box 1088  
                          Ardmore, OK 73402

If to CLIENT, to:    City of Ardmore, C/O City Manager  
                          P.O. Box 249  
                          Ardmore, OK 73402

### **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS THEREOF, this Agreement is executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Southern Oklahoma Regional Disposal, Inc.

By: \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT:

Ardmore Public Works Authority

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_