

**SALLISAW MUNICIPAL AUTHORITY
REGULAR MEETING**

February 9, 2026

**Time: Immediately Following the
Meeting of the Board of City Commissioners**

**Council Chambers
113 North Elm Street
Sallisaw, Oklahoma**

**** AMENDED ****

A G E N D A

“POSSIBLE ACTION” INCLUDES, BUT IS NOT LIMITED TO, APPROVAL, AUTHORIZATION, ADOPTION, REJECTION, DENIAL, AMENDMENT, TAKING NO ACTION, OR TAKING THE ITEM FOR DISPOSITION AT A LATER DATE OR TIME.

- 1. Meeting called to order**
- 2. Declaration of a quorum**
- 3. Possible action on minutes of regular meeting of January 12, 2026**
- 4. Discussion and possible action on Contract for Engineering Services between Neel, Harvell and Associates, P.C. and The Sallisaw Municipal Authority for Sanitary Sewer System Improvements (Mockingbird/Ridge Drive)**
- 5. Discussion and possible action on a Solid Waste Disposal Agreement with the Town of Muldrow, Oklahoma, for a 3-year term, ending February 28, 2029**
- 6. Discussion and possible action on Solid Waste Disposal Agreement with Roland Utility Authority, Roland, Oklahoma, for a 3-year term, ending February 28, 2029**

7. Adjourn

Posted: February 6, 2026

Time: 9:45 a.m.

Kim Jamison

MINUTES

SALLISAW MUNICIPAL AUTHORITY

REGULAR MEETING

JANUARY 12, 2026

The Sallisaw Municipal Authority met in a regular meeting on January 12, 2026, in the Council Chambers, 113 North Elm, Sallisaw. Notice of the meeting was given by emailing Sequoyah County Times; by emailing KXXM; by posting at city hall on January 8, 2026, at 4:00 p.m.; by posting on the city's website; and, by giving notice to the City Clerk.

Members present:	Ernie Martens, Kenny Moody, Brad Hamilton,	Chairman Trustee, Ward 1 Trustee, Ward 4
Members absent:	Josh Bailey, Julian Mendiola,	Trustee, Ward 2 Trustee, Ward 3
Staff present:	Brian Heverly, Jordan Pace, Kim Jamison, Robin Haggard, Keith Miller, Ben Spyres, Kayle Griffin, Skylar Fullbright, Gene Martin, Blakely Smith, Bryan Hyler, George Bormann,	General Manager City Attorney Secretary Director of Finance Community Development Director Computer Technician Chief Accountant Grants Specialist Director - Equipment Services Director - Electric Director - Street Economic Development Director
Others present:	Lynn Adams; Tim A. Foote; Marley Abell; Lacey Wallace; Others Unidentified.	

Meeting called to order

Chairman Martens called the meeting to order. The meeting began at 6:40 p.m.

Declaration of a quorum

A quorum was declared present.

Possible action on minutes of regular meeting of December 8, 2025

Motion was made by Moody, seconded by Hamilton, for approval of the minutes. Vote: Moody aye; Hamilton aye; Martens aye. Motion carried 3-0.

Discussion and possible action on Purchase Order No. 107640, issued to Techline Inc, of Cleveland, Oklahoma, in the amount of \$41,236.08 for three (3) substation switches

Motion was made by Moody, seconded by Hamilton, to approve Purchase Order No. 107640. Vote: Moody aye; Hamilton aye; Martens aye. Motion carried 3-0.

Discussion and possible action on Change Order (#1) in the amount of \$10,300.00 for the electric coordination study; SEL Engineering Services, Inc.

Motion was made by Hamilton, seconded by Moody, for approval of Change Order #1 in the amount of \$10,300.00 for the electric coordination study; SEL Engineering Services, Inc. Vote: Hamilton aye; Moody aye; Martens aye. Motion carried 3-0.

Discussion and possible action to award a contract to American Ramp Company of Joplin, Missouri *in an amount not to exceed \$550,000.00* for construction of the Skate park and authorize the Mayor to sign any future necessary documents related to this project

Motion was made by Moody, seconded by Hamilton, to award contract to American Ramp Company in an amount not to exceed \$550,000.00. Vote: Moody aye; Hamilton aye; Martens aye. Motion carried 3-0.

Adjourn

Motion was made by Moody, seconded by Hamilton, to adjourn the meeting. Vote: Moody aye; Hamilton aye; Martens aye. Motion carried 3-0. The meeting ended at 6:47 p.m.

Approved this 9th day of February, 2026.

Secretary to the Authority

(SEAL)

AGENDA ITEM COMMENTARY

Meeting Date: February 9, 2026
Board: Sallisaw Municipal Authority
Subject: Engineer Services

ITEM TITLE: Discussion and possible action on Contract for Engineering Services between Neel, Harvell and Associates, P.C. and The Sallisaw Municipal Authority for Sanitary Sewer System Improvements (Mockingbird/Ridge Drive)

INITIATOR: Engineer
City Manager

STAFF INFORMATION SOURCE: Engineer

BACKGROUND: Approval of this contract will provide for engineering services related to sanitary sewer system improvements for Mockingbird / Ridge Drive. This project will replace the sewer pipe that runs east-west between Ridge Dr and Mockingbird from Quail Ridge to N Wheeler Pl.

EXHIBITS: 1. Engr Contract 2026

KEY ISSUES:

FUNDING SOURCE: GL #090-704-57501 0 Engineering Services \$30,000.00

RECOMMENDATION: Approval of Contract for Engineering Services with Neel, Harvell and Associates.

CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT, made and entered into this ____ day of **February**, 2026, by and between NEEL, HARVELL and ASSOCIATES, P.C. , CONSULTING ENGINEERS, hereinafter called ENGINEER, and the **Sallisaw Municipal Authority**, hereinafter called the OWNER.

WITNESSETH, that whereas the OWNER intends to perform certain Improvements to THE
SANITARY SEWER SYSTEM IMPROVEMENTS
(Mockingbird / Ridge Drive)

NOW, THEREFORE, THE OWNER AND ENGINEER, for the considerations hereinafter set forth, agree as follow:

1. THE ENGINEER AGREES to serve as the OWNER'S professional representative in the preparation of the design, plans and specifications and in the general construction observation of the PROJECT during construction for compliance with these plans and specifications and to provide the following detailed services to the OWNER in connection with the PROJECT.
 - (a) Perform all necessary services regarding the proposed PROJECT to provide preliminary plans, preliminary cost data, and for the OWNER.
 - (b) Perform the necessary surveys and compile necessary data for use in the design of the PROJECT.
 - (c) Prepare the detailed construction drawings and specifications for the improvements and furnish the OWNER with one (1) copies of same, procure the approval of any and all approving agencies having jurisdiction over the PROJECT as directed by the OWNER, procure all necessary permits for construction of the PROJECT, prepare proposal forms, notices to bidders, complete working drawings, specification, and contract documents satisfactory to the OWNER for the effective coordination and execution of the construction work and furnish detailed estimates of cost of the construction utilizing the completed drawings and specification as approved.
 - (d) Render assistance in obtaining bids, attend bid openings, analyze bids received, make recommendations as to the lowest and best bidder and render assistance in the award of the contracts.
 - (e) Furnish general supervision during the construction phase of the PROJECT which shall include horizontal and vertical control information for the setting of construction stakes, approval of working drawings, preparation of monthly pay estimates and other general administrative work on the PROJECT.

- (f) The ENGINEER shall have the authority to make minor changes during the construction to insure the OWNER that the work will be properly constructed. All extra work must be added by change order and must be approved by the OWNER, the Contractor, and the ENGINEER.

2. THE OWNER AGREES to pay the ENGINEER for the services as described in the preceding paragraphs at the rates as set forth below. These payments constitute complete compensation for the services rendered by the ENGINEER.
The fee shall be as follows:

Engineering Fee	\$ 15,500.00
Surveying Fee	\$ 3,000.00
Inspector	\$ 6,500.00
Total Fees	\$ 25,000.00

Seventy percent (70%) of the Engineering Fee shall be due and payable upon the approval by the OWNER of the plans and specification. The remaining thirty percent (30%) shall be spaced in equal monthly payment over the period of the construction contract.

The OWNER shall pay the cost of all review fees and special tests ordered by him in addition to the above fee.

The OWNER shall pay as additional costs any right of way or easements survey, cost of topographic maps for master planning, including field work necessary for horizontal and vertical control, and any other additional work not covered by the preceding paragraphs of this contract, at the following hourly rates.

Engineer, Principal	\$ 225.00
Engineer, Project	\$ 150.00
Surveying	\$ 325.00
Engineering CAD Technician	\$ 125.00
General Inspection	\$ 75.00
Full Time Inspection	\$ 90.00
CAD	\$ 90.00
Secretary	\$ 60.00
Reproduction & Misc. Expenses	Actual Cost

No deductions shall be made from the ENGINEER'S fee on account of penalties, liquidated damages, or other sums withheld from the payment to the contractors.

3. THE COST OF THE WORK as referred to herein, means the cost to the OWNER, but such cost shall not include any ENGINEER'S or Special consultant's fee or reimbursements or cost of land or right of way, or cost of equipment (not designed or specified by the ENGINEER), or cost of insurance, or the cost of any administrative or legal expense, or special test or review fees authorized by the OWNER.

4. DRAWINGS AND SPECIFICATIONS ARE the property of the OWNER whether the work for which they are made be executed or not. Sets of plans and specifications will be furnished to the OWNER at his request and without cost to the OWNER other than the direct expense of producing the copies, specifications, blueprints of drawings and the copies of other documents relating to the work which the OWNER may require for his own use of record. Upon completion of the work the ENGINEER will furnish the OWNER with one (1) set of "As-Built" plans and electronic copy as required by the OWNER.
5. THIS CONTRACT MAY BE TERMINATED by either party upon thirty (30) days notice in writing. In the event that the contract is terminated by the OWNER at no fault of the ENGINEER, the ENGINEER shall be paid promptly for all work performed to the date of termination. If the ENGINEER should default, no payment shall be made to him except for the portion of the work performed which will be of value to the OWNER and which the OWNER decides to purchase. All completed or partially completed designs, plans prepared under this contract shall become the property of the OWNER when and if the contract is terminated.
6. THE OWNER AND ENGINEER each binds himself, his partners, successors, executors or administrators and assigns to the other party to this agreement, and to the partner, successors, executors, administrators, and assigns to such other party in respect of all covenants of this agreement. Except as above, neither the OWNER nor the ENGINEER shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other.

IN WITNESS WHEREOF the parties hereto have made and executed this AGREEMENT the day and year first above written.

OWNER:

Sallisaw Municipal Authority
P.O. Box 525
Sallisaw, Oklahoma 74955

BY: _____
Chairman

ATTEST:

BY: _____
Secretary

ENGINEER:

Neel, Harvell and Assoc., P.C.
Consulting Engineers & Planners
123 North Oak
Sallisaw, Oklahoma 74955

BY: _____
P. Doug Harvell, P.E.

ATTEST:

BY: _____
Scott Neel

AGENDA ITEM COMMENTARY

Meeting Date: February 9, 2026
Board: Sallisaw Municipal Authority
Subject: Disposal Agreement

ITEM TITLE: Discussion and possible action on a Solid Waste Disposal Agreement with the Town of Muldrow, Oklahoma, for a 3-year term, ending February 28, 2029

INITIATOR: City Manger
Director - Solid Waste

STAFF INFORMATION SOURCE: City Manager
Director - Solid Waste

BACKGROUND: The proposed agreement will allow the Town of Muldrow to continue bringing solid waste to the City's landfill at a set rate for a guaranteed 3-year term, ending February 28, 2029.

EXHIBITS: 1. Landfill.Muldrow.2026.29

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement with the Town of Muldrow.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 9th day of February, 2026, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and Town of Muldrow, PO Box 429, Muldrow, Oklahoma 74948, a Municipal Corporation, hereinafter called "**CUSTOMER**".

RECITALS

WHEREAS, **PROVIDER** desires to provide solid waste disposal services, and **CUSTOMER** desires to use the **PROVIDER** and the Sallisaw Municipal Landfill facility to dispose of residential, commercial and industrial non-hazardous solid waste from the **CUSTOMER'S** operations; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations, with respect to this agreement and the use of the **PROVIDER'S** landfill facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and intending to be legally bound hereby, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS:

- a. Solid Waste: The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial and/or commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof.
- b. Hazardous Waste: The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated.

2. TERM.

- a. The term of this agreement shall be three (3) years, commencing on March 1, 2026, and ending on February 28, 2029.

SOLID WASTE DISPOSAL AGREEMENT

3. SERVICES PROVIDED AND AGREED UPON TONNAGE RATE.

- a. During the term of this agreement, **CUSTOMER** shall provide solid waste material and the **PROVIDER** shall provide landfill facility for disposal.
- b. During the term of this agreement, beginning on the dates noted in this section, **PROVIDER** shall charge **CUSTOMER** an aggregate rate as follows:
 - i. Year 1: March 1, 2026 to February 28, 2027:
\$35.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$36.25.
 - ii. Year 2: March 1, 2027 to February 29, 2028:
\$36.50 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$37.75.
 - iii. Year 3: March 1, 2028 to February 28, 2029:
\$38.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$39.25.
- c. During the term of this agreement, if the Oklahoma Department of Environmental Quality disposal fee or any additional regulatory fees from Federal, State or other regulatory agencies are increased, or placed upon the solid waste disposed of at the **PROVIDER'S** landfill facility, **CUSTOMER** agrees to pay these additional fees as applicable.

4. TERMINATION OF AGREEMENT

- a. This agreement shall not be terminated during the term noted in Paragraph 2.

5. CHARGES & PAYMENTS

- a. All items disposed of will be charged all applicable Federal, State or other regulatory fees.
 - b. The disposal rate shall be based on the actual weight of the material disposed of. This will be calculated using the in and out weights of the transporting vehicle or a previously entered tare weight of the vehicle.
 - c. All charge accounts of the Sallisaw Municipal Solid Waste Facility are **due paid in full by the due date shown on the monthly statements.** A late fee of 10% per month will be assessed for all charges not paid in full by the due date.
 - d. **CUSTOMER** agrees to pay all late fees. Failure to pay all charges due will result in suspension and or termination of services and legal action to collect all fees and costs due the **PROVIDER**.
 - e. Payments received on account will be applied to the oldest outstanding charge on record, including late fees.
6. The **PROVIDER** reserves the right to suspend and or terminate services at any time for nonpayment of charges and fees due the **PROVIDER**.
 7. **CUSTOMER'S** drivers must obey all posted signs, regulations and instructions of attendants while utilizing the **PROVIDER'S** solid waste facility. The **PROVIDER** shall not be liable for any damage to **CUSTOMER'S** equipment while equipment is on **PROVIDER'S** property.
 8. Use of the **PROVIDER'S** solid waste facility shall be during posted business hours. These hours are subject to change. Use of the solid waste facility outside normal operating hours will incur special use fees of \$175.00 per hour.

SOLID WASTE DISPOSAL AGREEMENT

9. UNACCEPTABLE WASTE:

- a. The Sallisaw Solid Waste Facility does not accept hazardous waste, free flowing liquids, white goods and any type of tires.
- b. Non-hazardous industrial waste must have prior approval before it is accepted in the facility.
- c. If **CUSTOMER** causes the delivery to our facility any material which does not conform to the definition of solid waste under this agreement or to the requirements of any applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER**'s request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming material on the vehicle and **CUSTOMER** shall promptly remove the nonconforming material from the facility. **CUSTOMER** shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the **PROVIDER** as of the content of the waste following the discovery of potentially unacceptable waste.

10. This agreement shall be governed by the laws of the State of Oklahoma.

11. **NOTIFICATIONS:** Notifications related to this agreement shall be sent to:

PROVIDER	CUSTOMER
Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955	Town of Muldrow PO Box 429 Muldrow, OK 74948

SOLID WASTE DISPOSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereunto have set their hands this

Sallisaw Municipal Authority PROVIDER Signature: _____ Name printed: <u>Ernie Martens</u> Title: <u>Chairman</u> Date: _____ Attest _____ Secretary	Town of Muldrow CUSTOMER Signature: _____ Name printed: _____ Title: _____ Date: _____ Attest (if corporation) _____ Secretary of Corporation
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Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority

AGENDA ITEM COMMENTARY

Meeting Date: February 9, 2026
Board: Sallisaw Municipal Authority
Subject: Disposal Agreement

ITEM TITLE: Discussion and possible action on Solid Waste Disposal Agreement with Roland Utility Authority, Roland, Oklahoma, for a 3-year term, ending February 28, 2029

INITIATOR: City Manger
Director - Solid Waste

STAFF INFORMATION SOURCE: City Manager
Director - Solid Waste

BACKGROUND: The proposed agreement will allow the Town of Roland to continue bringing solid waste to the City's landfill at a set rate for a guaranteed 3 year term, ending February 28, 2029.

EXHIBITS: 1. Landfill.Roland.2026.29

KEY ISSUES: N/A

FUNDING SOURCE: N/A

RECOMMENDATION: Approval of Solid Waste Disposal Agreement with the Town of Roland.

SOLID WASTE DISPOSAL AGREEMENT

THIS AGREEMENT made this 9th day of February, 2026, between the Sallisaw Municipal Authority, P. O. Box 525, Sallisaw, Oklahoma 74955, a Public Trust, hereinafter called "**PROVIDER**", and Roland Utility Authority, PO Box 49, Roland, Oklahoma 74954, a Public Trust, hereinafter called "**CUSTOMER**".

RECITALS

WHEREAS, **PROVIDER** desires to provide solid waste disposal services, and **CUSTOMER** desires to use the **PROVIDER** and the Sallisaw Municipal Landfill facility to dispose of residential, commercial and industrial non-hazardous solid waste from the **CUSTOMER'S** operations; and

WHEREAS, the Parties desire to set forth herein their respective rights and obligations, with respect to this agreement and the use of the **PROVIDER'S** landfill facility.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth herein and intending to be legally bound hereby, the Parties agree as follows:

TERMS AND CONDITIONS

1. DEFINITIONS:

- a. Solid Waste: The term "solid waste" means any garbage, refuse or rubbish resulting from Residential, Industrial and/or commercial activities, but shall not include any infectious waste, hazardous waste, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, bio-hazardous, toxic or hazardous material, as defined by applicable federal, state or local laws or regulations ("Excluded Waste"), or any garbage, refuse or rubbish which is required by any governmental authority or by its general nature to be handled or disposed of other than in accordance with the Disposal Facility's normal operating procedures as exist on the date hereof.
- b. Hazardous Waste: The term "hazardous waste" means waste, materials, substances or sludges (a) listed or characterized as "hazardous" in the Resource, Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, the Occupational Health and Safety Act, any comparable state or local law, and all rules and regulations promulgated under any of the foregoing, each as amended, including future amendments thereto, excluding minimal quantities of such material typically found in municipal and household refuse which are permissible for disposal at the Disposal Facility under applicable laws or (b) otherwise restricted under all governmental licenses, permits and approvals required for the operation of the Disposal Facility as currently operated.

2. TERM.

- a. The term of this agreement shall be three (3) years, commencing on March 1, 2026, and ending on February 28, 2029.

SOLID WASTE DISPOSAL AGREEMENT

3. SERVICES PROVIDED AND AGREED UPON TONNAGE RATE.

- a. During the term of this agreement, **CUSTOMER** shall provide solid waste material and the **PROVIDER** shall provide landfill facility for disposal.
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\$38.00 per ton plus \$1.25 per ton ODEQ disposal fee, total rate per ton of \$39.25.
- c. During the term of this agreement, if the Oklahoma Department of Environmental Quality disposal fee or any additional regulatory fees from Federal, State or other regulatory agencies are increased, or placed upon the solid waste disposed of at the **PROVIDER'S** landfill facility, **CUSTOMER** agrees to pay these additional fees as applicable.

4. TERMINATION OF AGREEMENT

- a. This agreement shall not be terminated during the term noted in Paragraph 2.

5. CHARGES & PAYMENTS

- a. All items disposed of will be charged all applicable Federal, State or other regulatory fees.
 - b. The disposal rate shall be based on the actual weight of the material disposed of. This will be calculated using the in and out weights of the transporting vehicle or a previously entered tare weight of the vehicle.
 - c. All charge accounts of the Sallisaw Municipal Solid Waste Facility are **due paid in full by the due date shown on the monthly statements.** A late fee of 10% per month will be assessed for all charges not paid in full by the due date.
 - d. **CUSTOMER** agrees to pay all late fees. Failure to pay all charges due will result in suspension and or termination of services and legal action to collect all fees and costs due the **PROVIDER**.
 - e. Payments received on account will be applied to the oldest outstanding charge on record, including late fees.
6. The **PROVIDER** reserves the right to suspend and or terminate services at any time for nonpayment of charges and fees due the **PROVIDER**.
 7. **CUSTOMER'S** drivers must obey all posted signs, regulations and instructions of attendants while utilizing the **PROVIDER'S** solid waste facility. The **PROVIDER** shall not be liable for any damage to **CUSTOMER'S** equipment while equipment is on **PROVIDER'S** property.
 8. Use of the **PROVIDER'S** solid waste facility shall be during posted business hours. These hours are subject to change. Use of the solid waste facility outside normal operating hours will incur special use fees of \$175.00 per hour.

SOLID WASTE DISPOSAL AGREEMENT

9. UNACCEPTABLE WASTE:

- a. The Sallisaw Solid Waste Facility does not accept hazardous waste, free flowing liquids, white goods and any type of tires.
- b. Non-hazardous industrial waste must have prior approval before it is accepted in the facility.
- c. If **CUSTOMER** causes the delivery to our facility any material which does not conform to the definition of solid waste under this agreement or to the requirements of any applicable governmental law, regulation, rule or order, or any special waste not approved for disposal by the **PROVIDER**, **CUSTOMER** shall, at the **PROVIDER's** request, promptly make available a vehicle suitable for transporting the nonconforming material and shall promptly load such nonconforming material on the vehicle and **CUSTOMER** shall promptly remove the nonconforming material from the facility. **CUSTOMER** shall also be responsible for increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the **PROVIDER** as of the content of the waste following the discovery of potentially unacceptable waste.

10. This agreement shall be governed by the laws of the State of Oklahoma.

11. **NOTIFICATIONS:** Notifications related to this agreement shall be sent to:

PROVIDER	CUSTOMER
Sallisaw Municipal Authority PO Box 525 Sallisaw, OK 74955	Roland Utility Authority PO Box 49 Roland, OK 74948

SOLID WASTE DISPOSAL AGREEMENT

IN WITNESS WHEREOF, the parties hereunto have set their hands this

Sallisaw Municipal Authority PROVIDER Signature: _____ Name printed: <u>Ernie Martens</u> Title: <u>Chairman</u> Date: _____ Attest _____ Secretary	Roland Utility Authority CUSTOMER Signature: _____ Name printed: _____ Title: _____ Date: _____ Attest (if corporation) _____ Secretary of Corporation
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Approved as to Form:

By: _____
Jordan Pace
Attorney, City of Sallisaw / Sallisaw Municipal Authority