

The City of Durant encourages participation from all its citizens. If participation at any public meeting is not possible due to a disability, notification to the City Clerk at least 48 hours prior to the scheduled meeting is encouraged in order to make the necessary accommodations. The City of Durant may waive the 48-hour rule if interpreters for the deaf (signing) or translation services for limited English proficient (LEP) individuals are not the necessary accommodation.

DURANT CITY UTILITIES AUTHORITY

6:00 PM

**Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma
AGENDA**

June 8, 2021

CALL TO ORDER

ROLL CALL

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of May 11, 2021
- b. Consider Approval of Motion to File the Durant Utility Authority Fiscal Year 2021-22 Financial Plan with City Council
- c. Consider Approval of Resolution R-2021-02B Amending the Comprehensive Fee Schedule for the City of Durant, Durant City Utility Authority, and Durant Airport Authority.

2. Consider Items Removed from Consent

3. Information Items

- a. Line Maintenance Monthly Report-May 2021
- b. Solid Waste Collection Monthly Report - May 2021
- c. Solid Waste Landfill Reports May 2020
- d. Utility Billing Monthly Report - May 2021
- e. Water Treatment Plant Monthly Reports - May 2021

4. Administration

- a. Discussion, Consideration, and Possible on Action Selection of a Solid Waste Disposal Site and Authorize the Mayor Execute an Agreement.

5. New Business

ADJOURNMENT

CERTIFICATE

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 5th day of November, 2020 and that an agenda of said meeting was posted at the place of such meeting at 4:35 p.m. on the 3rd day of June, 2021.



Cynthia J. Price, City of Durant



The City of Durant

Memorandum

Date: 6/8/2021
To: Mayor and City Council
From:
Re: Consider Approval of Regular Meeting Minutes of May 11, 2021

Council Information / Action Requested

Approval of Regular Meeting Minutes of May 11, 2021

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Durant City Utilities Authority Minutes 05112021 cjp

This is to certify that in conformity with the Oklahoma Open Meeting Act, public notice of the date, time and place of this meeting was filed with the City Clerk of Durant on the 10th day of November, 2020 and that an agenda of said meeting was posted at the place of such meeting at 4:40 p.m. on the 6th day of May, 2021.



Cynthia J. Price, City of Durant

**MINUTES OF THE MEETING OF DURANT CITY UTILITIES AUTHORITY
May 11, 2021 AT 6:00 PM, Roscoe J. Hatfield
Council Chambers,
300 West Evergreen,
Durant, Oklahoma**

CALL TO ORDER

Chairman Grube called the meeting to order at 6:56 p.m.

ROLL CALL

Present:

Trustee Steve Brittingham
Trustee Humphrey Miller
Trustee Curtis Morris
Vice Chairman Danny Sherrer
Chairman Oden Grube
City Attorney Tom Marcum
City Manager John Dean
City Clerk Cynthia J. Price

Absent:

None

ORDER OF BUSINESS

1. Consent Items

To help streamline meetings and allow the focus to be on other items requiring strategic thought, the "Consent Items" portion of the agenda groups the routine, procedural, and self-explanatory non-controversial items together. These items are voted on in a single motion (one vote). However, any Council member requesting further information on a specific item thus removes it from the "Consent Items" section for individual attention and separate vote.

- a. Consider Approval of Regular Meeting Minutes of April 13, 2021
- b. Consider Approval of Special Called Meeting Minutes of May 4, 2021

Motion To: Approve consent items as presented.

Motion By: Humphrey Miller

Seconded By: Curtis Morris

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

2. Consider Items Removed from Consent

3. Information Items

- a. Public Works Monthly Project Update - April 2021
- b. Solid Waste Collection Monthly Report - April 2021
- c. Solid Waste Disposal Monthly Report - April 2021
- d. Utility Monthly Report - April 2021
- e. Wastewater Treatment Plant and Lab Monthly Reports - April 2021
- f. Water/Sewer Line Maintenance Monthly Report - April 2021
- g. Water Treatment Plant Monthly Reports - April 2021

4. Administration

- a. Discussion, Consideration, and Possible Action to Award Solid Waste Disposal Services.

No action.

5. New Business

There was no new business.

ADJOURNMENT

Motion To: Adjourn Meeting

Motion By: Danny Sherrer

Seconded By: Curtis Morris

Ayes: Brittingham, Miller, Morris, Sherrer, Grube

Nays: None

Abstain: None

Memorandum

Date: May 26, 2021

To: DCUA Chairman and Trustees

From: John R. Dean Jr., City Manager

Re: Motion to File the Durant Utility Authority Fiscal Year 2021-22 Financial Plan with City Council

Public trusts created pursuant to Title 60 of the Oklahoma State Statutes shall file annually, with their respective beneficiaries, a financial plan or budget. Public trust fund budgets are not required by the Municipal Budget Act and are not considered legally adopted, appropriated budgets (merely financial plans).

Durant City Utilities Authority Fund:	FY 19-20 Actual	FY 20-21 Budget	FY 20-21 Projection	FY 21-22 Budget
Revenue Summary:				
Balance Forward	0	1,095,588	0	0
Licenses & Permits	30,825	25,000	22,489	40,000
Charges for Services	11,524,066	11,996,500	12,466,432	13,169,000
Miscellaneous Revenues	605,663	808,064	893,260	537,255
Total Revenues	12,160,554	13,925,152	13,382,195	13,746,255
Expenditure Summary:				
Public Works Administration	184,355	332,860	346,061	462,360
Utility Billing	641,938	606,183	541,197	589,872
Water/Sewer Line Maintenance	873,035	1,035,622	1,019,737	1,155,574
Water Treatment Plant	1,117,996	1,155,551	1,030,731	1,214,127
Wastewater Treatment Plant	859,479	970,358	952,828	1,000,399
Solid Waste Collection	967,023	1,070,861	1,025,705	1,056,058
Utility General Administration	5,313,540	6,975,313	6,564,521	6,501,569
Lake Durant	38,067	47,250	55,205	45,850
Solid Waste Disposal	1,404,273	1,731,154	1,571,514	1,720,447
Economic Development Transfer	0	0	0	0
Total Expenditures	11,399,706	13,925,152	13,107,499	13,746,255

RESOLUTION NO. R-2021-02B

A RESOLUTION ESTABLISHING FEES AND COSTS CHARGED BY THE CITY OF DURANT, DURANT CITY UTILITY AUTHORITY, AND DURANT AIRPORT AUTHORITY FOR DURANT SERVICES.

WHEREAS, the City Council of the City of Durant and the Trustees for the Durant City Utility Authority, and the Trustees for the Durant Airport Authority have reviewed various fees charged for inspections, utility services, zoning, and other services provided by Durant as set forth on the Exhibit A attached hereto; and,

WHEREAS, the costs charged for various fees are in need of adjustment to ensure the City of Durant, Durant City Utility Authority, and Durant Airport Authority will recover its expenses involved in providing certain services.

NOW, THEREFORE, be it resolved by the City Council of the City of Durant, Oklahoma, and the Trustees for the Durant City Utility Authority, and the Trustees for the Durant Airport Authority that the attached Exhibit A, with various services and fees set forth therein, are hereby established as fees to be charged by the City of Durant, Durant City Utility Authority, and Durant Airport Authority for the specific services enumerated.

BE IT FURTHER resolved that the City Manager is authorized to set additional temporary fees, as needed, to ensure Durant will recover its expenses for services.

PASSED AND APPROVED by the Durant City Council, the Durant City Utility Authority, and Durant Airport Authority on this 8th day of June, 2021, all rates will become effective the 9th day of June, 2021.

Mayor

DCUA Chairman

DAA Chairman

ATTEST:

Cynthia Price, City Clerk

EXHIBIT A

FEES AND OTHER CHARGES

FEE SCHEDULE

Section	Fee Description	Amount (in dollars)
Administration		
Public Records Requests	Photocopy Costs, per page up to 8.5 x 14	\$0.25
	Photocopy Costs, per page larger than 8.5 x 14	\$0.50
	Certified Photocopy Costs, per page	\$1.00
	Items on CD-ROM or DVD-ROM (additional charge of time to copy to media will apply if employee time exceeds 60 minutes)	\$5.00
	Items on citizen supplied media (charge of time to copy to media will apply if employee time exceeds 60 minutes)	TBD
	Returned Check Fee	\$45.00
	Fingerprint Fee	\$25.00
	Deferment Fee	\$40.00 plus the amount of ticket
	Property Abatement Fee	Actual Costs
	Property Condemnation Fee	Actual Costs
	Asbestos Inspection Fee (per structure)	Actual cost of materials and shipping plus \$25.00
Equipment Costs	See Current FEMA Schedule of Equipment Rates https://www.fema.gov/assistance/public/schedule-equipment-rates	
	Actual Cost of Labor	
Airport		
Hangar Rental Rates		
Building #	Hangar Type & Number	Rate
4	Box Hangar (1-2)	\$400.00
4	Box Hangar (3-12)	\$310.00
8	Box Hangar (1-4)	\$440.00
8	Box Hangar (5-12)	\$350.00
10	T-Hangar (1-9)	\$230.00
10	T-Hangar (10)	\$340.00
12	T-Hangar (1)	\$230.00
12	T-Hangar (2)	\$340.00
12	T-Hangar (3-8)	\$230.00
12	T-Hangar (9)	\$260.00
12	T-Hangar (10)	\$310.00
24	Corp Hangar (A-D)	\$730.00
	After Hours Call Out Fee – Airplanes	\$150.00 per occurrence
	After Hours Call Out Fee – Helicopters	\$150.00 per occurrence
	Single/Twin Engine Overnight Parking	\$5.00 - \$10.00/night - 3 nights Waived with \$100 fuel purchase \$80.00 monthly
	Turban/Jet Overnight Parking	\$15.00 - \$50.00/night - 3 nights Waived with \$200 fuel purchase
	Airport Facility Fee/Training Room	\$100.00 per day
Animal Control		
Impound Fees and Costs	Impound Fee	\$10.00
	Redemption Fee	\$10.00
	Boarding Fee	\$7.00 per day
	Publication of Notice and Animal Care (including veterinary)	Actual Cost
	Pet Adoption Fees	No Charge
	Sterilization Deposit	\$35.00
License Fees	Dangerous Animals – additional license surcharge	\$10.00
	Kennels, Catteries, and Pet Shops – Annual	\$100.00
	Exotic Animal Owner Permit	\$2,400.00

Buildings and Building Regulations (All permits are subject to an additional \$4.00 State Fee)		
Residential Permit Fees	New Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$250.00 minimum)
	Remodel Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$100.00 minimum)
Commercial Permit Fees	New Commercial, Industrial, Warehouse Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$250.00 minimum)
	Remodel Commercial, Industrial, Warehouse Construction (Does not include Floodplain permit or MEP's; pulled separate)	\$0.35 per square foot (\$100.00 minimum)
Other Charges and Fees	Certificate of Occupancy	\$150.00
	Fencing	\$50.00
	Accessory Buildings	\$75.00
	Swimming Pools	\$150.00
	Roofing Residential	\$75.00
	Roofing Commercial	\$150.00
	Demolition	\$100.00
	Building/Structure Relocation Fee	\$50.00
	Electrical Permit	\$0.05 per square foot
	Plumbing Permit	\$0.05 per square foot
	Mechanical Permit	\$0.05 per square foot
	Fire, Health/Safety Code Compliance Certification Fee	\$50.00
	Zoning Code Compliance Certification Fee	\$50.00
	Antenna & Antenna Support Permit Fee	\$500.00
	Roll Off Permit Fee (Annual)	\$100.00 annually
	Non-Permanent Structure	N/A
	Permanent Structure	\$300.00
	Residential Building Inspection Fee	\$50.00/trade per inspection
	Commercial Inspection Fee	\$50.00/trade per inspection
	Electrical Inspection Fee	\$50.00/trade per inspection
	Plumbing or Mechanical Inspection Fee	\$50.00/trade per inspection
	Red Tag Fee	\$100.00 per visit
	Onsite Consultations	\$50.00 per labor hour (2 hour minimum)
	Night, Weekend, Holiday Inspections	\$75.00 per hour (2 hour minimum)
	Contractor License—Electrical, Mechanical, Plumbing, Roofing	\$100.00 annually (expires June 30 each year)
Signs	New Sign Construction Permit	\$200.00
	Sign Modification Permit	\$75.00
	New Sign/Modification Permit	\$25.00
	Temporary Sign Permit	\$40.00
	Billboard Sign Permit	\$500.00
Floodplain Development		
	Floodplain Development Review	\$300.00
	Flood Hazard Development Review	\$100.00
	Floodplain Development Inspection	\$100.00
	The floodplain fee schedule shall not exceed a cumulative amount of \$500.00, in accordance with the Title 82, Section 1604, Item 4.	
Engineering Review		
	In-House Engineering Review	\$500.00
	Consultant Engineering Review	\$50.00 plus invoiced cost
Plan Review Fee		
		25% of permit fee
Cemetery		
	Burial Plot	\$375.00
	Maintenance Fee (one time only, due at time of each burial)	\$75.00
	Highland Cemetery Chapel Rental Fee	\$200.00
	Pavilion Rental (if deceased will not be buried at Highland Cemetery)	\$100.00
	Deed Transfer Fee	\$25.00
Emergency Response Rate Schedule		
Structure Fire (Including Mobile Homes and Outbuilding)	*Minimum charge for first hour, first assignment (three apparatus typical with staff vehicle)	\$750.00*
	For each additional apparatus for the first hour	\$250.00

	For each apparatus for each additional hour or portion thereof	\$250.00
Hazardous Material Response	*Minimum charge for first hour, first alarm assignment (three apparatus typical with staff vehicle)	
	Hourly rate as listed plus actual replacement cost of materials to include, but not limited to: disposable supplies, personal protective equipment, monitoring equipment, and other contaminated unusable equipment. Additional charges may be incurred for specialized equipment and contractors	\$750.00*
	For each additional apparatus for the first hour	\$250.00
	For each apparatus for each additional hour or portion thereof	\$250.00
Vehicle Fire	*minimum charger for the first hour, first alarm assignment (one apparatus typical)	\$250.00*
Wildland Fire	*minimum charge for first hour, first alarm assignment (two apparatus typical)	\$300.00*
Trash Fire	*minimum charge for first hour, first assignment (one apparatus typical)	\$200.00*
Motor Vehicle Collision	*minimum charge for first hour, first alarm assignment (two apparatus typical with staff vehicle)	\$650.00*
	For each additional apparatus for the first hour	\$250.00*
	For each apparatus for each additional hour or portion thereof	\$250.00*
Other Charges and Fees	Firefighter Stand-by	\$50.00 per hour
	Brush Truck Stand-by	\$150.00 per hour
	Engine Stand-by	\$250.00 per hour
Fire Department Permits and Plan Review		
Residential Burn Permit	2 Day Permit	\$10.00
	30 Day Permit	\$25.00
	1 Year Permit	\$100.00
Commercial Burn Permit	1 Year Permit	\$100.00
	Fire Suppression Plan Review	\$50.00/min per .03 sqft
	Fire Alarm Plan Review	\$50.00/min per .03 sqft
	Fire Sprinkler Plan Review	\$50.00/min per .03 sqft
Legal Publications in newspaper or periodicals		
		Invoiced cost of publication
Library		
Late Fees	Books & Audiobooks	\$0.10 per day
	DVDs	\$0.25 per day
	Video Games & Launch Pads	\$1.00 per day
Room Rentals	Children's Story Room	\$50.00
(room set up free)	Conference Room	\$50.00
	Black Box Theater	\$250.00
	CC Meeting Room	\$125.00
	Computer Lab	\$50.00
Private Rentals	Deposit	\$200.00
Library Services	Copies	B&W \$0.10 Color \$0.50
	Fax Sending	\$1.00 per page; additional \$0.25 after 1 page
	Fax Receiving	\$0.10 per page
	Library Card Replacement	\$3.00
	Out of County Membership	\$25.00 for 3 years
	Interlibrary Loan (first loan free per month)	\$1.50
	Proctor	\$15.00 per hour
	Laminating	\$1.00 per business card \$2.00 per 8.5 x 11 sheet \$1.50 per foot
Licenses		
Business	Business License Tax – Annual (January 1 st -December 31 st)	\$100.00
	Family Amusement Center License – Base Fee (Annual)	\$75.00
	Additional for each pool or billiard table	\$15.00
	Additional for each card table	\$5.00
	Additional for each coin-operated amusement device	\$15.00
Caterer	Caterer License – Initial	\$1,000.00
	Caterer License – Renewal	\$900.00
Winemaker	Winemaker License	\$625.00
Brewer	Brewer License	\$1,250.00
Distiller	Distiller License	\$3,125.00

Retail Alcohol	On Premise Beer License	\$900.00
	Off Premise Beer License	\$1,000.00
	Retail Beer	\$500.00
	Retail Wine	\$1,000.00
	Retail Alcohol	\$1,500.00
	Retail Alcohol, Beer, and Wine	\$1,500.00
Retail Spirits Store	Retail Spirits Store	\$900.00
Mixed Beverage Establishment (Bars)	Mixed Beverage Establishment – Initial	\$1,000.00
	Mixed Beverage Establishment – Renewal	\$900.00
Wholesaler	Wholesaler License	\$2,500.00
	Class B Wholesaler License	\$625.00
Itinerant Merchant	Itinerant Merchant License (1-3 Days)	\$250.00
	Itinerant Merchant License (4-7 Days)	\$500.00
	Itinerant Merchant License (Annual)	\$1,000.00
	Locally Grown Produce Vendor License (Annual)	\$100.00
Mobile Home Park	Mobile Home Park License	\$500.00
Pawn Shop	Pawn Shop License	\$25.00
Taxicab	Taxicab Business License	\$125.00
Manufactured Housing and Mobile Homes		
	Manufactured Housing Development License – Initial	\$1,500.00
	Manufactured Housing Development License – Renewal	\$500.00
	Manufactured Housing Development License Transfer	\$500.00
	Manufactured Housing Development Review	\$500.00
	Manufactured Housing Placement Inspection	\$50.00 per home
	Manufactured Housing Development Annual Inspection Fee	\$500.00
	Mobile Home Alteration or Accessory Building Permit Fee	\$75.00
	Mobile Home Permit Fee	\$100.00
Maps and Digital Data		
	8 ½ x 11 Prints	\$5.00
	11 x 17 Prints	\$6.00
	8 ½ x 11 Prints with Aerial Background	\$20.00
	11 x 17 Prints with Aerial Background	\$24.00
	Plots	\$25.00 plus 3.00/linear foot
	Plots with Aerial Background	\$50.00 plus 3.00/linear foot
	Digital Aerial Photos	\$75.00 per section
	Customer Map & Data Research and Preparation	\$50.00 per hour (2 hour minimum)
	Mapping & Electronic Fees	\$25.00
	911 Information and Shape Files	\$1,000.00 per shape file
Oil/Gas and Associated Facilities		
	Oil/Gas Drilling Permit	\$1,000.00/Well
	Oil/Gas Well Drilling Inspection	\$100.00/Site
	Oil/Gas Construction (Tank Batteries, Booster Pumps, Compressor, Pipeline)	\$1,000.00/Site
	Oil/Gas Injection Well and Secondary Recovery Program Permit	\$1,000.00/Site
	Oil/Gas License – Initial	\$7,500.00 applicable structure
	Oil/Gas License – Annual Renewal	\$1,000.00 applicable structure
	Oil/Gas Well Operation Inspection Fee	\$250.00/Site
Parks		
Baseball and Softball Fields	Field Rental	\$50.00 per field/per day
Lake		
Durant City Residents	Lake Durant RV Camping Fees – Daily (28 day max.)	\$15.00 per day plus applicable taxes
	Lake Durant RV Camping Fees – Weekly (4 week max.)	\$87.50 per week plus applicable taxes
	Lake Durant RV Camping Cancellation Fee	\$10.00
	Lake Durant RV Domestic Sewage Disposal Fee	\$15.00
	Lake Durant Pavilion Reservation Fee	\$5.00 per hour (\$25.00 minimum)
Non-Durant City Residents	Lake Durant RV Camping Fees – Daily (28 day max.)	\$30.00 per day plus applicable taxes

	Lake Durant RV Camping Fees – Weekly (4 week max.)	\$175.00 per week plus applicable taxes
	Lake Durant RV Camping Cancellation Fee	\$10.00
	Lake Durant RV Domestic Sewage Disposal Fee	\$15.00
	Lake Durant Pavilion Reservation Fee	\$5.00 per hour (\$25.00 minimum)
Multi-Sports Complex		
Baseball and Softball Fields	Field Deposit (Refundable upon satisfactory inspection)	\$25.00 per field
	Tournament Use Fee	\$150.00 per field
	Durant Youth Complex Tournament Deposit	\$100.00 per day
	Durant Youth Complex – Youth League Use fee (Regular Season only)	\$10.00 per kid
Pool		
Daily Admission	Children (0 – 5 years)	\$1.00
On any day, if arrival fees after 5:00 pm, the fee is dropped to \$2.50 for ages 6-54 years.	Students (6 – 18 years)	\$3.50
	Adults (19 – 54 years)	\$4.00
	Seniors (55+ years)	\$1.00
Season Pass	Individual Pass	\$40.00
	Family (up to 3 members)	\$120.00
	Family (3+ members)	\$120.00 plus \$25.00 or each additional person after 3
Swim Lessons	Group Lessons (4 lessons Monday-Thursday)	\$65.00 per individual
	Private Lessons (4 lessons Monday-Thursday)	\$120.00
Pool Party	2 hour pool party (up to 60 guests)	\$220.00; \$100.00 deposit (non-refundable)
Petitions to the Board of Adjustments (does not include legal publication and engineering review fees)		
	Variances	\$300.00
	Appeals	\$300.00
	Expedited Hearing Fee	\$500.00
Petitions to the Planning Commission (does not include legal publication and engineering review fees)		
	Zoning Amendments	\$300.00
	Conditional Use Permits	\$300.00
	Planned Unit Developments	\$300.00
	Expedited Hearing Fee	\$500.00
Platting/Development (does not include legal publication and engineering review fees)		
	Preliminary Plat through Final Plat Fee	\$300.00
	Lot Split Plat Fee	\$100.00
	Airport Zone Permit	\$300.00
	Zoning Verification Letter	\$50.00
	Zoning Clearance	\$50.00
	Street Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Water Line Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Sanitary Sewer Improvement Inspection Fee	\$500.00 plus actual cost of inspection
	Storm Drainage Improvement Inspection Fee	\$500.00 plus actual cost of inspection
Permits		
Special Event Permit	Special Event Permit	\$25.00
Food Truck	Food Truck 3 Day Permit	\$30.00
	Food Truck 1 Month	\$70.00
	Food Truck Annual Permit	\$250.00
Firework Stand	Firework Stand Permit	\$25.00
Farmer's Market	Farmer's Market Permit	\$25.00
Produce	Produce Permit	\$25.00
Snow Cone Stand	Snow Cone Stand Permit	\$250.00
Street Cut/Excavation Permit		
Street Cut/Excavation Permit	Minimum Application Deposit	\$200.00
	Inspection Fee	\$70.00
Type of Surface	Asphalt	\$2.00 per square foot
	Concrete	\$2.00 per square foot
	Earth	\$0.25 per square foot

	Directional Boring	\$1.00 per linear foot
	Work conducted without a permit additional 50% of cost of the permit	50% upcharge
Sanitation		
Residential Poly Cart (once per week)	Inside City Limits	\$20.35
	Additional Cart	\$11.45 each
	Outside City Limits	\$29.30
	Additional Cart	\$13.70 each
Commercial Poly Cart (once per week)	Inside City Limits	\$24.85
	Additional Cart	\$11.45 each
	Outside City Limits	\$29.90
	Additional Cart	\$13.70 each
	Poly Cart Replacement (if missing)	\$90.00
	Extra Dump Poly Cart	\$25.80
City Waste Collection Rates	Tires	\$6.00 each, 16" and below \$13.00 each, 17" and up
	One Ton Flat-Bed Load	\$49.90 per trip
	Furniture requiring 1-2 workers to collect	\$27.70 per piece
	Appliances requiring 1-2 workers to collect	\$27.70 per unit
	Freon laden appliances (refrigerators, freezers, AC units, etc.)	\$30.40 per unit
Landfill – Durant City Residents	Residential Customer C&D Landfill (min charge)	\$15.00
	Residential Customer C&D Landfill Charge per Ton (including DEQ fee)	\$30.00
Landfill – Commercial and Non-Durant City Residents	Commercial and Out of City Customer C&D Landfill (min charge)	\$25.00
	Commercial and Out of City Customer C&D Landfill Charge per Ton (including DEQ fee)	\$45.00
Landfill – Other Charges and Fees	Transfer Station MSW	\$19.30 minimum charge
	Transfer Station MSW	\$75.00 per ton
	Concrete Disposal	\$16.00 per ton
	Appliance w/ Freon	\$31.45
	Appliance w/o Freon	\$15.75
	Tires 16" and below	\$4.90
	Tires 17" and above	\$9.80
	Clean Dirt	\$10.80
	Unsecured Loads additional 50% of the cost of the load	50% upcharge
Roll Off Charge	Roll Off (container)	\$30.00 per container dumped
Roll Off \$25 one time delivery fee per container	20 yd. per dump on demand (you call)	\$307.05
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$208.40
	20 yd. 1x per week scheduled	\$631.85
	20 yd. 2x per week scheduled	\$1,263.75
	20 yd. 3x per week scheduled	\$1,895.60
	20 yd. 4x per week scheduled	\$2,527.45
	20 yd. 5x per week scheduled	\$3,159.35
Roll Off \$25 one time delivery fee per container	30 yd. per dump on demand (you call)	\$460.00
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$312.40
	30 yd. 1x per week scheduled	\$947.80
	30 yd. 2x per week scheduled	\$1,895.60
	30 yd. 3x per week scheduled	\$2,843.40
	30 yd. 4x per week scheduled	\$3,791.20
	30 yd. 5x per week scheduled	\$4,739.00
Roll Off \$25 one time delivery fee per container	40 yd. per dump on demand (you call)	\$615.25
	Sitting fee if no dump within the billing period (ON DEMAND ONLY)	\$372.85
	40 yd. 1x per week scheduled	\$1,263.75
	40 yd. 2x per week scheduled	\$2,527.45
	40 yd. 3x per week scheduled	\$3,791.20
	40 yd. 4x per week scheduled	\$5,054.95
	40 yd. 5x per week scheduled	\$6,318.65

	Relocating Roll Off Container fee	\$69.00
Commercial Rate Compactor per collection – City Owned	20 yd. self-contained	\$456.50
	30 yd. self-contained	\$684.65
	40 yd. self-contained	\$912.90
Commercial Rate Compactor per collection – Privately Owned	20 yd. compactor	\$345.60
	30 yd. compactor	\$518.40
	40 yd. compactor	\$691.05
Scheduled Collection Monthly Dumpster Rates	2 yd. dumpster (1 Collection per week)	\$69.10
	2 yd. dumpster (2 Collection per week)	\$138.25
	2 yd. dumpster (3 Collection per week)	\$207.35
	2 yd. dumpster (4 Collection per week)	\$276.50
	2 yd. dumpster (5 Collection per week)	\$345.60
	Additional pick up of 2 yd. dumpster	\$84.60
	3 yd. dumpster (1 Collection per week)	\$103.65
	3 yd. dumpster (2 Collection per week)	\$207.30
	3 yd. dumpster (3 Collection per week)	\$310.95
	3 yd. dumpster (4 Collection per week)	\$414.60
	3 yd. dumpster (5 Collection per week)	\$518.25
	Additional pick up of 3 yd. dumpster	\$126.90
Utilities		
Residential Water Inside City Limits	First 2,000 gallons	\$12.00
	Next 1000 gallons	\$3.50
	Next 1000 gallons	\$3.60
	Next 1000 gallons	\$3.70
	Over 5000 gallons, rate per 1000 gallons	\$3.80
Residential Sewer Inside City Limits	First 2,000 gallons	\$9.00
	Next 1000 gallons	\$2.63
	Next 1000 gallons	\$2.70
	Next 1000 gallons	\$2.78
	Over 5000 gallons, rate per 1000 gallons	\$2.85
Commercial Water and Sewer Inside City Limits	First 2000 gallons	\$17.95
	Next 1000 gallons	\$4.25
	Next 1000 gallons	\$4.50
	Next 1000 gallons	\$4.70
	Over 5000 gallons, rate per 1000 gallons	\$4.50
Residential and Commercial Water and Sewer Outside City Limits	First 2000 gallons	\$17.95
	Next 1000 gallons	\$4.25
	Next 1000 gallons	\$4.50
	Next 1000 gallons	\$4.70
	Over 5000 gallons, rate per 1000 gallons	\$4.50
Summer Residential Sewer Rates	Residential sewer customers whose sewer bill is based on water consumption, sewer charges shall be based on a maximum water usage of 10,000 gallons for the months of May, June, July, & August	
Sanitary Sewer Rates for customers not connected to City water service	Customers shall be charged based on RWD reported water usage	
Surcharges for Industrial Wastewater	Surcharge for BOD (Biochemical Oxygen Demand)	\$0.50 per lb.
	Surcharge for TSS (Total Suspended Solids)	\$0.40 per lb.
	Surcharge for FOG (Fats, Oil, Grease)	\$0.65 per lb.
	Surcharge for Nitrogen, Ammonia	N/A
	Table II & III Metals plus Molly	Monitored
Water and Sewer Distribution System Rates	Water Tap ¾-inch Fee	\$875.00
	Water Tap 1-inch Fee	\$1,012.50
	Water Tap 1 ½-inch Fee	\$1,712.50
	Water Tap 2-inch Fee	\$1,912.50

	ALL WATER TAP FEES ARE IN ADDITION TO THE CURRENT COST OF THE METER. LESS \$75.00 CHARGE FOR ANY NEW WATERLINE WITH AN OPEN DITCH NEW SUBDIVISION WITH PRIOR APPROVAL ONLY). STREET CUT FOR ROAD BORE FEES SHALL BE IN ADDITION TO WATER AND TAP FEES AND EQUAL TO \$6.00 PER INCH/FOOT FOR 2" THROUGH 10" DIAMETER PLUS CURRENT COST OF ENCASEMENT. FEES FOR WATER TAPS OVER 2" AND METER COSTS WILL BE SET BY THE M&O SUPERINTENDENT.	
	Sewer Tap 4-inch Fee	\$931.25
	Sewer Tap 6-inch Fee	\$1,393.75
	Sewer Tap 8-inch Fee PLUS, A MAINTENANCE FEE OF \$13.00 PER FOOT (FROM TAP TO SERVICE LINE EXCESSIVE DEPTH FEE \$13.00 PER LINEAR FOOT FOR EACH 5 FEET OR PORTION THEREOF LESS \$75.00 CHARGE FOR ANY NEW SEWER LINE WITH AN OPEN DITCH ALL USERS CONNECTED TO A SEWER LINE EXTENSION WHICH IS FUNDED IN PART BY THE CITY OF DURANT, EITHER BY CASH EXPENDITURE OR THE FURNISHING OF LABOR IN CONSTRUCTING SAID EXTENSION, SHALL PAY A CONNECTION FEE OF \$1061.00 FOR CONNECTING TO SAID SEWER LINE EXTENSION	\$1,856.25
	Subdivision Development Water/Sewer Connection Inspection	\$188.00 per tap
	Water Main and Sub Main Installation Permit Fee	\$100.00
	Water Main and Sub Main Installation Plan Review	\$50.00 per hour
	Water Main and Sub Main Installation Testing	\$50.00 per hour
	Water Main and Sub Main Installation Inspection	\$50.00 per hour
	Collection Line Cleaning (Excessive Grease)	\$125.00 per hour
	Meter On/Off After Hours	\$50.00
	Pop Off Valve Installation & Inspection	\$38.00
Deposits	Residential Water/Sewer and Garbage	\$100.00
	Residential Garbage (only)	\$85.00
	Commercial Accounts	\$300.00
Miscellaneous Fees	Penalty if not paid by the due date (10% of the balance)	10%
	Nonpayment fee if not paid by 5:00 p.m. before the cut-off day	\$50.00
	Transfer Fee	\$25.00
	Clean Up Fee (5 business day clean-up for property owner/landlord)	\$25.00
	Tampering with meter Fee	\$100.00
	Bacteriological Total Coliform Water Testing - 1 sample	\$31.25
	Bacteriological Total Coliform Water Testing - 2 samples or more	\$25.00
	Industrial Pretreatment Wastewater Discharge Permit Application Fee	\$312.50
	Annual Industrial Pretreatment Permit Fee	\$125.00
	Industrial Pretreatment Permit Modification Fee	\$31.25
	Accidental Discharge Procedure/Construction Plan Review	\$31.25 per plan
	Industrial Pretreatment Appeal Filing Fee	\$31.25
	Routine Pretreatment Facility Inspection	\$93.75
	Requested Pretreatment Facility Inspection	\$125.00
	Industrial Pretreatment Onsite Consultations	\$50.00
	Night, Weekend, Holiday Pretreatment Inspection Fee	\$93.75
	After Hours Industrial Visit	\$62.50
	Industrial Pretreatment Grab Sample Collection	\$31.25
	Industrial Pretreatment 24-hour Composite Sample Collection	\$31.25
	Industrial Pretreatment Analytical Testing/Shipping	Actual Cost
	Industrial Pretreatment Code Enforcement Administrative Fee	\$250.00
	Excessive Strength FOG Surcharge	\$0.65 per lb.
	Excessive Strength BOD Surcharge	\$0.50 per lb.
	Excessive Strength TSS Surcharge	\$0.40 per lb.
	Commercial Septic Disposal Permit	\$312.50
	Commercial Septic Waste Disposal Discharge	\$125.00 flat rate or \$0.05/gallon (whichever is greater)



The City of Durant

Memorandum

Date: 6/8/2021
To: Mayor and City Council
From:
Re: Line Maintenance Monthly Report-May 2021

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. MAY 2021 Monthly Report

Line Maintenance Report for MAY 2021

Water Leaks Repaired	57
Water Taps Installed	0
Sewer Taps	1

Mooney lift station is running great had one call on it and we believe it was a loss of power due to lightening.

The 300 meter project has been completed.

The BIG AMR/AMI project has started and the installers has installed 5085 as of May 31, 2021 leaving 841 to install on the project. Several of these remaining is the larger diameter meters.



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE PROJECTS

May 2021

A. Work Completed:

1. Hauled 15.43 tons of extra hauling
2. Hauled 4 loads of extra hauling
3. Picked up and delivered 7 sharps
4. No abatement this month
5. Cleaned Sunny Side rd. 0 time
6. Replaced 6 dumpsters with new
7. Cleaned dead ends of Cemetery rd. 0 time

B. Work Planned For June 2021

1. Replace dumpsters
2. Pick up trash

C. Work Planned For January 1, 2021 – December 31, 2021

1. Pick up trash
2. Replace dumpsters

D. Projects Planned And Requested For Authorization:

None



The City of Durant

Memorandum

Date: 6/8/2021
To: Mayor and City Council
From:
Re: Solid Waste Landfill Reports May 2020

Council Information / Action Requested

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Project Schedule May2021
2. DEQ Monthly Report May 2021



THE CITY OF DURANT

Office of the Solid Waste Superintendent

SOLID WASTE DISPOSAL PROJECTS SCHEDULE ***May 2021***

A. Work Completed for May :

1. Covered C & D Site
2. Hauled MSW To SORD
3. Number of rolloff containers in service end of month 128
4. Number of rolloff containers added to service during month 15
5. Number of rolloff containers removed from service during month 5
6. Number of loaded rolloff containers emptied during month 320

B. Work Planned For June :

1. Continue Covering C&D site
2. Have new C&D cell 10C inspected and approved
3. Haul MSW To SORD
4. Continue Picking up, Delivering

C. Work Planned For Jan. '21 – Dec. '21:

Approx. Start – Finish Date:

1. Haul trash to Ardmore 1-2021 thru 12-2021

D. Projects Planned And Requested For Authorization:

1. None.



MONTHLY REPORT FOR SOLID WASTE DISPOSAL FACILITIES

(Please see instructions prior to completing this form)

Due by the 10th of the month following the reporting month

Administrative Services
Accounts Receivable
P. O. Box 2036
Oklahoma City, OK 73101-2036

Report month/year: MAY 2021

Facility Name: CITY OF DURANT C/D LANDFILL
Mailing Address: PO BOX 578
DURANT, OK 74702-0578

Permit Number: 3507001

Phone Number: 580-931-6606

Total # of Days open: 24

COMPLETE SECTIONS 5-10 ONLY IF SCALES GO DOWN

D A Y	(1) Total weight accepted (tons)	(2) Weight which is reused or recycled in accordance with facility permit (tons)	(3) Weight accepted from a DEQ approved emergency or special event (tons)	(4) Weight accepted from large industrial waste generators with DEQ exemption certificate (tons)	(5) Time scales placed out of service	(6) Time scales placed into service	(7) Total volume accepted (yd3)	(8) Volume which is reused or recycled in accordance with facility permit (yd3)	(9) Volume accepted from a DEQ approved emergency or special event (yd3)	(10) Volume accepted from large industrial waste generators with DEQ exemption certificate (yd3)
1	16.76									
2										
3	8.5									
4	28.76									
5	40.77									
6	205.47									
7	8.28									
8	9.09									
9										
10	116.9									
11	0.11									
12	4.01									
13	30.52									
14	34.99									
15	6.1									
16										
17	12.43									
18	6.56									
19	16.08									
20	0									
21	0.43									
22	8.06									
23										
24	3.12									
25	0.91									
26	6.14									
27	12.3									
28	7.93									
29	3.88									
30										
31										
Total	588.1	0	0	0	0	0	0	0	0	0

I hereby certify that the information reported above is accurate and correct to the best of my knowledge and includes all solid waste received at this facility.

Signature of authorized agent: [Signature]

Phone #: 580-924-8358

Date: 6-1-21



The City of Durant

Memorandum

Date: 6/8/2021
To: Mayor and City Council
From:
Re: Utility Billing Monthly Report - May 2021

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. Utility Billing Report - May 2021



Monthly Utility Billing,
Cash Collection,
And Consumption Summary

MAY 2021

	WATER		SANITARY SEWER		SANITATION	
	Month	YTD	Month	YTD	Month	YTD
Number of Bills - Active Accounts	7123		6199		6916	
Total Revenue Billed	\$263,426.63	\$3,081,734.18	\$171,765.57	\$1,865,512.74	\$378,132.65	\$2,271,852.20
Adjustments in Dollar	(\$10,403.33)	(\$86,933.63)	(\$101,907.64)	(\$113,292.19)	(\$17,450.06)	(\$148,468.90)
TOTAL CASH RECEIPTS	\$152,485.92	\$2,374,291.44	\$65,930.53	\$1,040,362.92	\$169,732.58	\$2,200,406.59

CONSUMPTION IN GALLONS	68,972,100
------------------------	------------

NEW SERVICE APPLICATIONS	84
NUMBER OF WALK IN/PHONE PAYMENTS	1,006
MAIL PAYMENTS	1,028
CREDIT CARD PAYMENTS	1,561
WEB PAYMENTS	1,594
DROP BOX PAYMENTS	421
BANK DRAFT PAYMENTS	954
CREDIT CARD DRAFT PAYMENTS	298
KIOSK	1,443
OTHERS	

TITLE:

Utility Billing Office Monthly Summary Report May 2021

INFORMATION ITEMS

FROM:

Stephanie Barfield, Utility Supervisor

INFORMATION FOR MEMORANDUM:

Utility Billing Office Monthly Summary Report for May 2021

COUNCIL INFORMATION/ ACTION REQUESTED:

Information Only.

*****ATTACHED FILE**

S E R V I C E O R D E R

JOB DATE: 6/03/2021 10:43 AM
 JOB CODE: MI -METER INFORMATION
 GROUP: WATER
 STAFF: METER READER

SERVICE ORDER #: 428813
 JOB ACTION: METER INFO
 ISSUED BY: alangley
 REQUESTED BY: OPM, LLC

LOCATION: 1123 W TEXAS ST
 ACCT NO#: 06-0935-08 OPM, LLC

SERVICE	ACTION	NEW STATE	CURRENT METER #	LAST READ	READING	NEW METER #	SET READING
WATER	INFO	N/A	10679862	185	_____		

ORDER NOTES: CUST WAS OCH YESTERDAY BUT HAS NO WATER
 PLEASE CHECK AND TURN ON IF POSSIBLE

COMPLETION NOTES: _____

SUPERVISOR NOTES: _____

COMPLETION DATE: _____
 COMPLETION TIME: _____
 WORKED BY: _____
 APPROVED BY: _____



The City of Durant

Memorandum

Date: 6/8/2021
To: Mayor and City Council
From:
Re: Water Treatment Plant Monthly Reports - May 2021

Council Information / Action Requested

Information only.

City Staff Information / Action Follow-up, if Council authorizes this action:

ATTACHMENTS:

1. May 2021 CL02 MOR
2. May 2021 MOR #1
3. May 2021 MOR #2
4. May Monthly Report

CHLORINE DIOXIDE AND CHLORITE MOR

Section 1: Data Entry

Date	ClO2 Used?	ClO2 POE	ClO2 Dist.			Chlorite POE	Chlorite Dist.			
			1st	2nd	3rd		1st	2nd	3rd	Avg
1	yes	0.1				0.7				####
2	yes	0.1				0.4				####
3	yes	0.1				0.4				####
4	yes	0.1				0.4				####
5	yes	0.1				0.5				####
6	yes	0.1				0.5				####
7	yes	0.1				0.5				####
8	yes	0.1				0.5				####
9	yes	0.1				0.6				####
10	yes	0.1				0.6				####
11	yes	0.1				0.6				####
12	yes	0.0				0.5				####
13	yes	0.1				0.5				####
14	yes	0.0				0.5				####
15	yes	0.0				0.5				####
16	yes	0.2				0.5				####
17	yes	0.1				0.5				####
18	yes	0.2				0.5				####
19	yes	0.1				0.7				####
20	yes	0.1				0.6				####
21	yes	0.1				0.6				####
22	yes	0.1				0.6				####
23	yes	0.1				0.5				####
24	yes	0.1				0.5				####
25	yes	0.1				0.6				####
26	yes	0.1				0.4				####
27	yes	0.1				0.3				####
28	yes	0.1				0.4				####
29	yes	0.1				0.4				####
30	yes	0.1				0.3				####
31	yes	0.1				0.3				####

Month May Year 2021
PWS Name Durant Water Treatment Plant

PWSID 1010601
Plant Name WTP
Total 31

Section 2: Summary of Chlorine Dioxide Daily Monitoring

a. Number of Samples Collected 31.0
b. Number of Point of Entry Samples Exceeded MRDL of 0.8 mg/L 0.0

*For every day the MRDL is exceeded, three chlorine dioxide samples must be taken the next day in the distribution system. Notify your PWS Engineer. Samples results need to be recorded in ClO2 Dist. columns.*Refer to CHLORINE DIOXIDE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Samples Exceeding MRDL of 0.8 mg/L 0.0

****VERY IMPORTANT. THIS IS A TIER 1 VIOLATION. THIS VIOLATION MUST BE IMMEDIATELY REPORTED TO DEQ AND TO ALL PERSON SERVED BY THE SYSTEM WITHIN 24 HOURS.****

Section 3: Summary of Chlorite Daily Monitoring

a. Number of Samples Collected 31.0
b. Number of Point of Entry Samples Exceeded MCL of 1.0 mg/L 0.0

*For every day the MCL exceeded, three chlorite samples must be taken the next day in the distribution system. Enter sample results in Chlorite Dist. columns and then average. *Refer to CHLORITE MONITORING AND COMPLIANCE FACT SHEET for further instructions.*

c. Number of Distribution Average exceeding MCL of 1.0 mg/L 0.0

Phillip Hightower
Signature of owner or operator
Phillip Hightower
Printed name

6/1/2021
Date
B90404
Operator License #

Send Form by 10th of Following Month to:
Water Quality Division Attn DBP Coord.
P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant:	DWT
PWSID:	1010601
County:	Bryan
Month:	May 2021

Durant Utilities Authority	P.O. Box 578	Durant, OK	74702
<i>Address</i>		<i>City</i>	<i>ZIP</i>

Day	TREATED (in 1,000 gal)	FILTER OPERATION								WASH WATER IN 1000 GALS.	CHEMICALS USED-LBS.						ALKALINITY - RAW				ALKALINITY - FILTERED				pH			CaCO3 STABILITY Method:	HARDNESS		Special Test		REMARKS		
		FILTERS USED-HOURS									ALUM	POLYMER	Caustic	Fluoride	Chlorite	OTHER	CHLORINE		"P"	"P"	TOTAL	TOTAL	"P"	"P"					TOTAL	TOTAL	RAW	FILT		RAW	FILT
		1	2	3	4	5	6	7	8								PRE	POST																	
		1	2	3	4	5	6	7	8								9	10							11	12	13								
1	3924.0	0	24	24	24	23	23	23	24	60.0	2100.0	100.0	963.0	0.0	240.0		220.0	80.0	0.0	0.0	126.0	114.0	0.0	0.0	116.0	110.0	7.5	7.0	7.4	116.0	136.00	138.00			
2	4707.0	0	23	23	23	24	24	24	24	75.0	2300.0	100.0	1238.0	0.0	280.0		240.0	90.0	0.0	0.0	120.0	120.0	0.0	0.0	104.0	106.0	7.5	8.0	7.4	106.0	140.00	136.00			
3	4796.0	0	24	24	24	23	23	23	23	95.0	2300.0	100.0	1100.0	0.0	280.0		250.0	100.0	0.0	0.0	118.0	114.0	0.0	0.0	112.0	106.0	7.4	7.7	7.7	102.0	146.00	126.00			
4	4752.0	0	23	23	23	24	24	24	24	90.0	2600.0	100.0	963.0	0.0	280.0		240.0	100.0	0.0	0.0	120.0	122.0	0.0	0.0	106.0	112.0	7.6	7.7	7.6	100.0	120.00	120.00			
5	4748.0	0	24	24	24	24	24	24	24	0.0	2700.0	100.0	1238.0	0.0	280.0		220.0	100.0	0.0	0.0	110.0	116.0	0.0	0.0	94.0	104.0	7.3	7.5	7.6	100.0	128.00	118.00			
6	4785.0	0	24	24	24	24	24	24	24	0.0	2400.0	100.0	963.0	0.0	280.0		220.0	100.0	0.0	0.0	114.0	114.0	0.0	0.0	104.0	102.0	7.5	7.4	7.3	108.0	148.00	124.00			
7	4831.0	0	23	23	23	23	23	23	23	280.0	3000.0	50.0	1100.0	0.0	280.0		180.0	100.0	0.0	0.0	114.0	126.0	0.0	0.0	102.0	100.0	7.4	7.3	7.2	108.0	128.00	136.00			
8	4807.0	0	24	24	24	24	24	24	24	0.0	3800.0	50.0	963.0	0.0	280.0		200.0	80.0	0.0	0.0	198.0	220.0	0.0	0.0	140.0	160.0	7.8	7.4	7.4	102.0	220.00	174.00			
9	4759.0	0	24	24	24	24	24	24	24	0.0	3700.0	50.0	963.0	0.0	280.0		200.0	70.0	0.0	0.0	242.0	250.0	0.0	0.0	180.0	194.0	8.0	7.5	7.4	132.0	248.00	222.00			
10	4788.0	0	24	24	24	24	24	24	24	0.0	3600.0	50.0	1100.0	0.0	280.0		200.0	90.0	0.0	0.0	264.0	264.0	0.0	0.0	210.0	216.0	7.9	7.5	7.2	174.0	276.00	238.00			
11	4255.0	0	23	23	23	23	23	23	24	135.0	4000.0	50.0	413.0	0.0	240.0		160.0	80.0	0.0	0.0	260.0	242.0	0.0	0.0	212.0	232.0	8.1	7.5	7.4	220.0	280.00	258.00			
12	4059.0	0	24	24	24	24	24	24	23	70.0	3800.0	50.0	825.0	0.0	240.0		160.0	80.0	0.0	0.0	206.0	242.0	0.0	0.0	202.0	194.0	7.7	7.3	7.1	220.0	224.00	256.00			
13	4128.0	0	24	24	24	24	24	24	24	0.0	3300.0	50.0	825.0	0.0	240.0		160.0	80.0	0.0	0.0	240.0	186.0	0.0	0.0	178.0	190.0	7.8	7.1	7.1	204.0	268.00	238.00			
14	4166.0	0	24	24	24	24	24	24	24	0.0	3200.0	50.0	550.0	0.0	240.0		150.0	70.0	0.0	0.0	244.0	246.0	0.0	0.0	212.0	212.0	8.0	7.1	7.4	242.0	288.00	262.00			
15	4160.0	0	23	23	23	24	24	24	24	105.0	3100.0	50.0	550.0	0.0	240.0		160.0	80.0	0.0	0.0	240.0	252.0	0.0	0.0	220.0	212.0	7.9	7.1	7.2	220.0	284.00	286.00			
16	4125.0	0	24	24	24	23	23	24	24	50.0	3000.0	50.0	825.0	0.0	240.0		160.0	80.0	0.0	0.0	260.0	268.0	0.0	0.0	218.0	224.0	7.9	7.3	7.2	220.0	288.00	290.00			
17	4164.0	0	24	24	24	24	24	23	23	50.0	4600.0	50.0	687.0	0.0	240.0		180.0	100.0	0.0	0.0	270.0	180.0	0.0	0.0	238.0	226.0	8.0	7.4	7.8	228.0	280.00	274.00			
18	4526.0	0	24	24	24	24	24	24	24	0.0	3900.0	50.0	550.0	0.0	240.0		160.0	80.0	0.0	0.0	182.0	166.0	0.0	0.0	188.0	164.0	7.7	7.2	7.4	234.0	196.00	246.00			
19	4686.0	0	23	23	23	24	24	24	24	75.0	4400.0	50.0	550.0	0.0	240.0		160.0	80.0	0.0	0.0	154.0	174.0	0.0	0.0	140.0	124.0	7.6	7.0	6.9	178.0	162.00	194.00			
20	4736.0	0	24	24	24	23	23	23	23	90.0	4600.0	50.0	550.0	0.0	240.0		160.0	80.0	0.0	0.0	180.0	218.0	0.0	0.0	202.0	142.0	7.8	6.9	6.9	160.0	208.00	180.00			
21	4375.0	0	24	24	24	24	24	24	24	0.0	3500.0	50.0	550.0	0.0	240.0		120.0	80.0	0.0	0.0	240.0	246.0	0.0	0.0	172.0	174.0	7.7	6.9	7.1	150.0	274.00	224.00			
22	4003.0	0	24	24	24	24	24	24	24	0.0	3200.0	50.0	413.0	0.0	220.0		140.0	70.0	0.0	0.0	232.0	246.0	0.0	0.0	198.0	196.0	7.9	7.3	7.4	178.0	282.00	250.00			
23	3982.0	0	23	23	23	24	24	24	24	60.0	2700.0	50.0	275.0	0.0	220.0		130.0	70.0	0.0	0.0	240.0	254.0	0.0	0.0	196.0	208.0	7.8	7.2	7.2	182.0	248.00	250.00			
24	3978.0	0	24	24	24	24	24	24	24	0.0	3300.0	50.0	275.0	0.0	220.0		130.0	70.0	0.0	0.0	242.0	250.0	0.0	0.0	208.0	214.0	8.0	7.4	7.3	194.0	254.00	250.00			
25	3846.0	0	24	24	24	23	23	24	24	56.0	4000.0	75.0	413.0	0.0	220.0		200.0	110.0	0.0	0.0	190.0	120.0	0.0	0.0	214.0	176.0	7.7	7.4	7.1	210.0	210.00	270.00			
26	4014.0	0	24	24	24	24	24	23	23	62.0	4200.0	100.0	1650.0	0.0	240.0		240.0	100.0	0.0	0.0	76.0	72.0	0.0	0.0	126.0	94.0	7.6	7.3	7.2	198.0	96.00	174.00			
27	4891.0	0	23	23	23	24	24	24	24	90.0	4600.0	100.0	1650.0	0.0	240.0		290.0	110.0	0.0	0.0	70.0	100.0	0.0	0.0	62.0	56.0	6.7	6.9	7.0	136.0	72.00	100.00			
28	5861.0	0	24	24	24	24	24	24	24		5000.0	100.0	1925.0	0.0	240.0		370.0	130.0	0.0	0.0	78.0	84.0	0.0	0.0	70.0	60.0	7.0	7.1	6.8	84.0	94.00	104.00			
29	5960.0	0	24	24	24	24	24	24	24		5200.0	100.0	1375.0	0.0	280.0		330.0	110.0	0.0	0.0	78.0	78.0	0.0	0.0	60.0	58.0	7.0	6.7	6.7	80.0	118.00	110.00			
30	4204.0	0	24	24	24	23	23	24	24	60.0	3400.0	100.0	1650.0	0.0	260.0		310.0	110.0	0.0	0.0	80.0	84.0	0.0	0.0	52.0	62.0	6.9	7.1	7.2	72.0	88.00	88.00			
31	3651.0	0	23	23	23	24	24	23	23	160.0	2800.0	100.0	1100.0	0.0	210.0		240.0	80.0	0.0	0.0	84.0	86.0	0.0	0.0	60.0	62.0	7.0	7.1	7.0	76.0	82.00	78.00			
Tot	138667.0		735.0	735.0	735.0	737.0	736.0	736.0	737.0	1663.0	108300.0	2175.0	28192.0		7750.0		6280.0	2760.0			173.3	172.7			151.5	148.1	7.6	7.3	7.2	155.9	193.1	190.8			
Avg	4473.1		23.7	23.7	23.7	23.8	23.7	23.7	23.8	57.3	3493.5	70.2	909.4		250.0		202.6	89.0							151.5	148.1	7.6	7.3	7.2	155.9	193.1	190.8			

Power Costs	\$13,619.88	Ave Rate of Wash (Vert. in/min)		I hereby certify the above to be correct to the best of my knowledge.	DEQ Form # 630-577 Revised 5/21/2018
Labor Costs	\$49,250.80	Ave Wash Period (Minutes)		Signed <u>Phillip Hightower</u>	
Chemicals	\$26,251.91	% Wash Water Used	1.20%	Print <u>Phillip Hightower</u>	Oper. Cert. No. <u>B90404</u>
Supplies	\$395.40	Ave. Head Loss for Washing		Title _____	
Repairs	\$30.22				
Testing Cost	\$80.00				
TOTAL	\$89,628.21				
Cost per thousand gallons	\$0.65				



OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
MONTHLY OPERATIONAL REPORT (MOR)- LT2 ADDENDUM NEEDED
CONVENTIONAL OR DIRECT FILTRATION (Free Chlorine)

Plant: **DWT**

PWSID: **1010601**

County: **Bryan**

Month/Year: **May 2021**

System Durant Utilities Authority

Address P.O. Box 578

City Durant, OK

Zip 74702

Instructions:

If there are no combined filter turbidity readings or free chlorine residual sample results at the entry point to the distribution system due to the plant not running, write **OFF** in the box.

Two (2) distribution chlorine residuals **must be taken daily**, even if the plant is not running.

Mail the original by the 10th of the following month to:

Oklahoma DEQ, Water Quality Division, P.O. Box 1677, Oklahoma City, OK 73101

Combined Filter Turbidity	
Total number of turbidity readings required	186
Total number of turbidity readings	186
Number of turbidity readings above 1 NTU	0
HIGHEST turbidity reading	0.14
Number of turbidity readings above 0.15 NTU	0
Percent of turbidity readings above 0.15 NTU	0.00%
Free Chlorine-Entry Point to Distribution	
Total number of chlorine residual samples	186
Number of samples below 1.0 mg/L	0
Free Chlorine-Distribution	
Total number of chlorine residual samples	62
Number of samples below 0.2 mg/L	0

Individual Filter Turbidity - Complete Entire Checklist
1. Was Each Filter Monitored continuously while the plant was running? ☐ No ☒ Yes
2. Was each filter monitored every 15 minutes while the plant was running? ☐ No ☒ Yes
3. Was there a failure of the continuous monitoring equipment? ☒ No ☐ Yes
4. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings? ☒ No ☐ Yes*
5. Was individual filter level greater than 0.5 NTU in two consecutive measurements after being on line for more than four hours? ☒ No ☐ Yes*
6. Did the same filter exceed 1.0 NTU in two consecutive 15 minute readings for three months in a row? ☒ No ☐ Yes* (Submit a Self-Assessment of the filter(s) within 14 days of the exceedance)
7. Did the same filter exceed 2.0 NTU in two consecutive 15 minute readings for two months in a row? ☒ No ☐ Yes* (Contact DEQ to schedule a Comprehensive Performance Evaluation)

* If you answered Yes to questions 4, 5 (>10,000 population only), 6, or 7, you must complete the Turbidity Trigger Form, follow instruction on the form, and attach it to this MOR.

				# of Readings***	COMBINED FILTER TURBIDITY						FREE CHLORINE RESIDUAL								COMMENTS
DAY	RAW	SET	SET		2400-0400	0400-0800	0800-1200	1200-1600	1600-2000	2000-2400	ENTRY POINT TO DISTRIBUTION						DISTRIBUTION SYSTEM		
											12am	4am	8am	12pm	4pm	8pm			
1	3.70	1.10	1.20	6	0.04	0.03	0.08	0.04	0.04	0.04	3.0	3.3	3.1	3.2	3.0	2.7	0.8	2.1	
2	4.20	1.20	1.60	6	0.04	0.06	0.04	0.04	0.04	0.04	2.7	3.1	3.3	3.0	2.3	2.7	2.4	1.8	
3	4.71	0.90	1.80	6	0.09	0.11	0.07	0.06	0.06	0.06	2.8	3.1	3.3	3.1	2.5	2.6	2.3	0.9	
4	3.06	0.90	1.60	6	0.07	0.07	0.07	0.10	0.08	0.06	2.8	3.0	3.1	3.0	2.9	2.6	2.1	2.0	
5	6.20	1.10	1.60	6	0.06	0.06	0.06	0.05	0.05	0.05	2.7	2.8	2.8	2.6	2.1	1.9	1.2	1.8	
6	7.20	1.30	1.60	6	0.05	0.06	0.06	0.05	0.05	0.06	2.1	2.3	2.4	2.4	2.6	2.5	1.4	1.3	
7	6.60	3.90	5.90	6	0.08	0.14	0.12	0.09	0.14	0.13	2.6	2.9	3.4	2.7	2.3	2.0	0.6	1.6	
8	48.70	3.30	5.40	6	0.09	0.13	0.13	0.07	0.06	0.06	2.0	2.1	2.2	2.1	2.0	2.0	1.1	1.2	
9	28.88	2.20	2.80	6	0.05	0.05	0.05	0.04	0.04	0.04	2.2	2.5	2.6	2.7	2.5	2.4	1.7	1.3	
10	25.58	2.50	4.20	6	0.04	0.04	0.04	0.04	0.03	0.03	2.5	2.7	2.8	3.0	3.0	2.8	1.3	0.4	
11	33.10	1.00	1.50	6	0.06	0.03	0.03	0.03	0.03	0.03	2.9	3.1	3.4	3.4	3.2	3.0	1.6	2.0	
12	122.20	1.90	2.10	6	0.03	0.04	0.03	0.04	0.04	0.03	3.1	3.0	2.8	2.7	2.7	2.5	0.4	2.2	
13	47.60	1.90	2.70	6	0.03	0.03	0.03	0.03	0.03	0.03	2.6	2.6	2.8	2.9	2.7	2.3	2.4	1.7	
14	26.10	1.80	2.60	6	0.03	0.03	0.03	0.03	0.03	0.03	2.4	2.7	3.0	2.7	2.7	2.4	1.6	1.9	
15	22.00	2.00	2.40	6	0.03	0.09	0.03	0.03	0.03	0.03	2.6	2.8	3.2	2.9	2.5	2.3	1.4	1.9	
16	17.23	2.30	2.90	6	0.04	0.06	0.03	0.03	0.03	0.07	2.2	2.8	3.0	3.1	2.9	2.9	2.2	1.6	
17	12.25	1.80	1.90	6	0.04	0.03	0.03	0.03	0.03	0.03	3.0	3.2	3.4	2.9	2.6	2.1	2.7	1.4	
18	85.30	1.90	2.20	6	0.03	0.03	0.03	0.03	0.03	0.03	2.2	2.4	2.5	2.5	2.4	2.3	2.2	2.1	
19	43.90	2.00	1.90	6	0.05	0.04	0.04	0.04	0.04	0.04	2.3	2.5	2.4	2.2	2.0	2.1	1.6	1.6	
20	45.60	1.50	2.40	6	0.09	0.05	0.04	0.04	0.03	0.03	2.2	2.7	2.6	2.4	2.2	2.3	1.3	1.3	
21	36.40	1.40	2.00	6	0.03	0.03	0.03	0.03	0.03	0.03	2.4	2.6	2.7	2.6	2.5	2.3	1.9	2.2	
22	31.90	1.60	2.30	6	0.03	0.03	0.03	0.03	0.03	0.03	2.3	2.5	2.6	2.6	2.6	2.3	1.0	1.4	
23	19.79	1.30	2.70	6	0.03	0.08	0.03	0.03	0.04	0.03	2.3	2.3	2.5	2.5	2.4	2.1	2.0	0.3	
24	17.25	1.60	2.10	6	0.04	0.04	0.04	0.04	0.03	0.04	2.2	2.3	2.4	2.5	2.5	2.4	1.9	2.0	
25	69.40	3.20	4.40	6	0.06	0.11	0.10	0.09	0.08	0.08	2.4	2.7	2.5	2.5	2.5	2.3	1.1	1.2	
26	62.60	1.90	1.50	6	0.08	0.08	0.08	0.05	0.05	0.04	2.3	2.6	2.9	3.2	2.7	2.8	0.9	1.2	
27	70.22	2.10	1.60	6	0.04	0.06	0.04	0.03	0.03	0.03	2.8	3.1	3.0	2.6	2.6	1.4	1.8	2.5	
28	21.44	1.30	1.30	6	0.03	0.04	0.03	0.03	0.03	0.03	2.3	3.0	3.0	2.9	2.7	2.4	1.5	2.0	
29	48.30	2.20	1.90	6	0.03	0.04	0.03	0.03	0.03	0.03	2.6	2.8	2.7	2.1	2.1	2.1	2.4	1.5	
30	24.79	1.20	1.20	6	0.03	0.05	0.04	0.03	0.03	0.03	2.3	2.4	2.4	2.5	2.5	2.1	1.8	1.7	
31	11.43	1.40	1.30	6	0.03	0.10	0.04	0.07	0.05	0.04	2.2	2.7	3.0	2.7	2.7	2.6	1.7	0.6	

*** Number of Readings: You are required to sample the combined effluent for every four hours that the filters are in operation. You must fill out Filter Operation on the 'Chemical and Process Control tab.'



THE CITY OF DURANT

Office of the Water Treatment Plant

Water Treatment Plant Projects Schedule May 2021 Monthly Report

A. Work Completed

1. Calibrate lab instruments daily
2. Maintained Water Plant
3. Cleaned all buildings weekly
4. Backwashed filters as needed
5. Backwashed raw pumps weekly
6. Hooked up chlorine tanks and checked for leaks
7. Unload chemicals as they arrived
8. Pulled sludge as needed
9. Run daily chlorine dioxide samples on raw line
10. Flushed alum pumps
11. Inspected fire extinguishers
12. Pulled required water samples and send to ODEQ
13. Clean turbidity meters as needed
14. Cleaned screens on CLO2 generator as needed
15. Cleaned up around plant
16. Changed motor and u-joint on New plant rapid mix
17. Welded down motor plate on New Plant Rapid Mix
18. Repaired leak on old plant alum feed line
19. Cut holes in scada panels at towers for M&O for water meter communications
20. Mowed towers and pump stations
21. Lost power at CLO2 building, OG&E had to run temp. power line to building
22. Had leak on 16" line going High Service pump station
23. Started digging up 12" valve here at the plant so we can get a valve wrench on it
24. Had Pre construction meeting on Water Plant improvements
25. Howard Construction came and did warranty work on Fluoride bulk tank
26. Treated 138,667,000 gallons of water

B. Work Planned for January-December

1. Repair #1 raw Pump
2. Repair #4 raw pump
3. Have towers inspected and cleaned

Approx Start/Finish Date

Time permitting
Time permitting
Time permitting

C. Projects Planned and Requested for Authorization

None At this Time



Republic Services Disposal Agreement
(Not for Special Waste)

Customer Name : City of Durant
Address : 300 W Evergreen, PO Box 578
Durant, OK 74701
Contact Name : Kenny Cooper Phone Number: (580) 931-6661
FED ID # : PO Number :

Republic Landfill Name: Pittsburg County Landfill d/b/a Republic Services
Address : South, 201 N4120 Rd., Alderson OK 74522

Contact Name : Jimmy Skipper Phone Number: (918) 426-0985

Contract Effective Date : / /

Waste Types : MSW & C/D (MSW, C/D, Etc.)

Unit of Measure for Billing : TONS (Tons/Yard/Load)

Disposal Fee : \$ 17.00 / per ton
Taxes/Host Fees/Charges : \$ / Month per Invoice
Administrative Fee : \$ / Month per Invoice
Environmental Fee : \$ / , or % of Disposal Fee
Fuel Recovery Fee : \$ / , or % of Disposal Fee
DEQ Fees : \$ 1.25 / per ton

Invoice Period : SEMI-MONTHLY (Weekly, Semi-Monthly, 3 Per Month)

All Payments Are Due Within 30 Days After Receipt of Invoice

Minimum Volume : 15000 / Tons / Annually
Maximum Volume : NA / / Unit of Measure Above / Month/Quarter/Year
True-Up Period for Minimum Volume Calculations: (Month, Quarter, Year)

Special Instructions : 1 ton min on all volumes. Invoices on 15th and End of Month.

THE PARTIES AGREE TO THE TERMS CONTAINED IN THE ATTACHED "REPUBLIC SERVICES DISPOSAL AGREEMENT TERMS AND CONDITIONS"

Republic:
[Alderson Landfill]

Customer:
[City of Durant]

Signature _____ Date _____

Signature _____ Date _____

Name: Mitch Kopczyk

Name: _____

Title: _____

Title: _____



REPUBLIC SERVICES DISPOSAL AGREEMENT

TERMS AND CONDITIONS

1. Delivery of Acceptable Waste. Customer shall deliver at least the minimum volume of Acceptable Waste (as defined below) indicated on the cover of this Agreement (the "Minimum Volume") to the landfill indicated on the cover of this Agreement (the "Landfill"). Customer shall not deliver in excess of the maximum volume of Acceptable Waste indicated on the cover of this Agreement to the Landfill.

2. Delivery Procedures; Operation of the Landfill.

(a) Acceptance of Acceptable Waste. Republic shall have the right in its sole discretion to reject delivery of any waste offered for acceptance by Customer that does not constitute Acceptable Waste. "Acceptable Waste" means all waste that is authorized to be disposed of at the Landfill under then applicable federal, state and local laws, regulations, ordinances, rules, permits, licenses, and governmental orders or directives (collectively "Applicable Laws") and that is not Unacceptable Waste (as defined below).

(b) Operation of the Landfill/Procedures. Notwithstanding anything in this Agreement to the contrary, Republic shall have the right, in its sole discretion, to close the Landfill, in whole or in part, either temporarily or permanently, at any time for any reason. Upon any such permanent closure, Republic shall have the right to terminate this Agreement. Customer's delivery of Acceptable Waste to the Landfill, which shall occur only during the Landfill's posted hours, shall be governed by the procedures applicable generally to customers utilizing the Landfill as Republic may modify such procedures from time to time.

(c) Customer's Compliance with Applicable Laws. Customer shall collect, transport and deliver waste to the Landfill in compliance with all Applicable Laws and the procedures referenced in Section 2(b).

(d) Title to Waste. Customer represents and warrants to Republic that either Customer or its customer shall hold clear title, free of all liens, claims and encumbrances, to the waste delivered by Customer to the Landfill. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Landfill by Customer shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Landfill. Title to Unacceptable Waste shall remain with Customer or its customer and shall never be deemed to pass to Republic.

3. Term. Unless sooner terminated pursuant to Section 6, this Agreement shall commence as of the contract effective date indicated on the cover of this Agreement and shall remain in full force and effect for a period of one year. Upon expiration or termination of this Agreement, the obligations of Customer to deliver and of Republic to accept Acceptable Waste shall terminate; provided, however, that all other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive termination.

4. Disposal Fees.

(a) Fees. Customer shall pay Republic a disposal fee (the "Disposal Fee") for all Acceptable Waste Customer delivers to the Landfill as set forth on the cover of this Agreement. In addition to the Disposal Fee, Customer shall pay such fees as Republic may impose from time to time by notice to Customer (including, by way of example only, administrative fees and environmental fees), with Republic to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Republic a fuel recovery fee in the amount shown on each of Republic's invoices, which amount Republic may increase or decrease from time to time by showing the amount on the invoice. The initial fee amounts for administrative fees, environmental fees, fuel recovery fees and other fees are set forth on the cover of this Agreement, but are subject to change from time to time as described in this Section 4(a).

(b) Payment; Deposit. Republic shall transmit an itemized invoice to Customer of all Disposal Fees and other charges under this Agreement on a periodic basis as indicated on the cover page of this Agreement. Customer shall pay all invoices within 30 days after receipt of invoice. If Customer does not make payment by such date, Customer shall pay a late payment fee in an amount equal to the lesser of (i) the greater of \$5 per month or 1.5% per month on the amount past due or (ii) the maximum amount allowed by Applicable Law. Customer also shall pay a fee of \$50 (which Republic may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored. At any time after Republic becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Republic may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.

(c) Taxes and Other Charges; Cost Increases. In addition to the Disposal Fee, Customer shall pay all federal, state, local or other taxes, fees (including host fees), surcharges or similar charges related to the acceptance or disposal of Acceptable Waste or the operations or activities of the Landfill that are imposed by law, ordinance, regulation, agreement with a governmental authority, governmental audit or otherwise (collectively, "Taxes/Host Fees/Charges"). The initial amount of Taxes/Host Fees/Charges is set forth on the cover of this Agreement, but is subject to change from time to time pursuant to the preceding sentence. In addition, Republic shall have the right to increase the Disposal Fee from time to time by the pro rata amount (determined by relative tonnage of Acceptable Waste delivered by Customer and accepted by Republic for processing at the Landfill divided by the total tonnage of waste processed at the Landfill) of any increase in operating costs or capital costs of the Landfill as a result of a change in Applicable Laws. Any such increase shall be effective immediately upon written notice by Republic to Customer.

(d) CPI Adjustment. In addition to the adjustments described in Section 4(c), the Disposal Fee shall be increased on the first anniversary of this Agreement in an amount equal to the percentage increases in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics (the "CPI"). Rates will be increased using the most recently available trailing 12 months average CPI compared to the 12 months preceding. No decreases shall be made to the rates for service if the CPI decreases. If the CPI ceases to be available, the parties shall use the most closely comparable index then available.

(e) Shortfall Fee. At the end of each true-up period indicated on the cover of this Agreement (the “True-Up Period”), Republic shall determine the total volume of Acceptable Waste delivered by Customer to the Landfill during such True-Up Period. If the total volume of Acceptable Waste delivered during such True-Up Period is less than the volume required to be delivered during such True-Up Period based on the Minimum Volume, Customer shall pay Republic a fee (the “Shortfall Fee”) equal to the Disposal Fee multiplied by the volume by which Customer was deficient during the True-Up Period. Republic shall invoice Customer for, and Customer shall pay Republic, any Shortfall Fee in accordance with Section 4(b). If no Minimum Volume is specified, then this Section 4(e) shall not apply.

(f) Price Adjustments. In addition to any other price increases pursuant to this Section 4, Republic shall have the right to request an increase in the Disposal Fee, from time to time and for any reason, by giving written notice of the amount and effective date of the increase (the “Price Increase Notice”) to Customer at least 30 days before the effective date of the increase. If Customer does not object in writing (the “Objection Notice”) to the price increase within 30 days after the date of the Price Increase Notice or if Customer accepts the price increase, the price increase shall go into effect on the date stated in the Price Increase Notice and this Agreement shall be deemed amended accordingly. If Customer gives an Objection Notice within 30 days after the date of the Price Increase Notice, Republic shall have 15 days after receipt of the Objection Notice to determine whether to (i) drop its request for a price increase and have the Agreement continue in full force and effect or (ii) terminate this Agreement effective as of the proposed effective date of the price increase (or any later date specified by Republic). If Republic does not give notice of this determination within 15 days after receipt of the Objection Notice, Republic shall be deemed to have dropped its request for a price increase and the Agreement shall continue in full force and effect.

5. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. Customer agrees that it shall not deliver any Unacceptable Waste to the Landfill. If Customer delivers waste that contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste through the reasonable efforts of Republic, as Customer’s agent to cause such separation, with the cost of such separation to be paid by Customer.

(b) Weighing and Inspection of Waste by Republic. Republic shall weigh all Acceptable Waste at the Landfill and the weight so determined shall be final and conclusive on both Customer and Republic. Republic shall have the right, but not the obligation, to inspect any of Customer’s trucks to determine whether the waste delivered is Acceptable Waste or Unacceptable Waste. Customer acknowledges and agrees that any failure by Republic to perform any such inspection or to detect Unacceptable Waste despite such inspection shall in no way relieve Customer from its obligation to deliver only Acceptable Waste or from its other obligations under this Section 5.

(c) Rejection of Unacceptable Waste. If Customer delivers Unacceptable Waste to the Landfill, Republic may, in its sole discretion: (i) reject such Unacceptable Waste at Customer’s expense; or (ii) if Republic does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving Customer telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, Republic may, as Customer’s agent, dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge Customer all direct and indirect costs incurred due to handling, delivery and disposal of such Unacceptable Waste, unless Customer otherwise elects to arrange for disposal of the Unacceptable Waste. If Customer elects to dispose of such Unacceptable Waste, it shall do so within such time period as Republic reasonably deems necessary or appropriate in connection with the operation of the Landfill, including the preservation of the health and safety of its employees. If after electing to do so Customer does not dispose of the Unacceptable Waste within such time period, Republic may dispose of such Unacceptable Waste as Customer’s agent, without further notice to Customer, and Customer shall pay the direct and indirect costs set forth above. Notwithstanding the foregoing, no notice shall be required by Republic to Customer for Republic to dispose of Unacceptable Waste as Customer’s agent in emergency situations where in Republic’s reasonable judgment a delay in such disposal could constitute a hazard to the Landfill or any person on, about or near the premises.

(d) Definition of Unacceptable Waste. For the purposes of this Agreement, “Unacceptable Waste” means: (i) any material that is not Acceptable Waste; (ii) any material that by reason of its composition, characteristics or quantity is defined as a “hazardous material,” “hazardous waste,” “hazardous substance,” “extremely hazardous waste,” “restricted hazardous waste,” “toxic substance,” “toxic waste,” “toxic pollutant,” “contaminant,” “pollutant,” “infectious waste,” “medical waste,” “radioactive waste,” or “sewage sludge” under any Applicable Law; (iii) any material that requires other than normal handling, storage, management, transfer or disposal; or (iv) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water effluent standards to be violated by the normal operation of the Landfill, or because of its size, durability or composition cannot be disposed of at the Landfill or has a reasonable possibility of otherwise adversely affecting the operation or useful life of the Landfill.

6. Default.

(a) Events of Default. Each of the following shall be an event of default by Customer under this Agreement: (i) Customer fails to pay any amount due as and when the same becomes due under this Agreement; or (ii) Customer fails to perform any other material term, covenant or agreement contained in this Agreement on its part to be performed and such failure continues for a period of 30 days after written notice to Customer specifying the nature of such failure and requesting that it be remedied.

(b) Remedies on Default. Whenever any event of default by Customer shall have occurred and be continuing, Republic shall have the following rights and remedies, which shall be in addition to any other remedies provided by Applicable Law or this Agreement: (i) upon the end of any applicable grace period in this Section 6, Republic shall have the option to immediately terminate this Agreement unless during such period Customer has taken remedial steps the effect of which would be to enable Customer to cure such event of default within an additional 15 day period following the expiration of such grace period; and (ii) if Customer is then in default, Republic shall have the option, without terminating this Agreement, to stop accepting Acceptable Waste delivered by Customer until such default is cured or this Agreement is terminated. If Republic stops accepting Acceptable Waste, Customer shall pay Republic a service interruption fee in an amount determined by Republic in its discretion up to the maximum amount allowed by Applicable Law.

7. Indemnification. Customer shall indemnify, defend (upon request by Republic) and hold harmless Republic and its shareholders, partners, officers, directors, divisions, subdivisions, affiliates, agents, employees, successors and assigns (the “Republic Indemnified Parties”) from and against

any and all liabilities, losses, assessments, fines, penalties, forfeitures, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in any litigation, investigation or proceeding (collectively, "Losses"), whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by or arising out of (a) Customer's breach of this Agreement, (b) Customer's negligence or willful misconduct, or (c) Customer's delivery of Unacceptable Waste to the Landfill.

8. Insurance. During the term of this Agreement, Customer shall maintain the following insurance coverages:

Workers' Compensation:

Coverage A	Statutory
Coverage B – Employer's Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability:

Bodily Injury/Property Damage	\$2,000,000
Combined – Single Limit	Coverage applies to all owned, non-owned, hired and leased vehicles (including trailers)

Commercial General Liability:

Bodily Injury/Property Damage	\$2,000,000 each occurrence \$3,000,000 general aggregate
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<u>Pollution Legal Liability:</u>	\$1,000,000
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The insurance carriers providing the coverage required by this Section 8 shall be rated at least A-VIII by A.M. Best. Customer shall deliver the Certificates of Insurance evidencing the foregoing policies to Republic before Customer delivers any waste to the Landfill pursuant to this Agreement. In addition, the (i) Commercial General Liability (including the Umbrella/Excess policy) policy must include Contractual Liability coverage specifically covering Customer's indemnification of Company, and (ii) The Commercial General Liability, Automobile Liability and the Umbrella/Excess Liability policies must be written on an "occurrence form". The Certificates (ACORD form) and the insurance policies required by this Section 8 shall contain a provision that provides that the insurance coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to Republic. With the exception of the workers' compensation policy, Republic and the Republic Indemnified Parties shall be shown as additional insureds under all of the insurance policies required by this Section 8. The policies required by this Section 8 shall be primary and non-contributory with respect to Republic and the Republic Indemnified Parties, and the insurance providers shall agree to waive their rights of subrogation against Republic and the Republic Indemnified Parties.

9. General.

(a) Independent Contractor. Customer and Republic shall perform their obligations under this Agreement as independent contractors. Neither party nor any of its employees, agents or subcontractors shall be, purport to be, or be deemed, the agent of the other party.

(b) Assignment; Binding Effect. Customer may not assign this Agreement without Republic's prior written consent, which Republic may grant or withhold in its sole discretion. Republic may assign this Agreement without the consent of Customer, and Customer acknowledges and agrees that any such assignment by Republic shall release Republic from any liability under this Agreement from and after the date of the assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(c) Entire Agreement. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(d) Severability. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect.

(e) Waiver. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only on that occasion and not any other.

(f) Waiver of Jury Trial; Attorneys' Fees. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably: (i) waives any right to trial by jury; and (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

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 City of Durant, an Oklahoma public trust, whose address is, P.O. Box 578 Durant, Ok 74702 (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 one (1) year with the option to renew each year for a term of four (4) additional 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 2022, unless either party hereto takes affirmative action to renew or terminate this Agreement pursuant to the terms hereinafter set forth.

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 thirty (30) days written notification by the terminating party delivered to the defaulting party that this Agreement is being terminated.

NOTICE OF TERMINATION

CLIENT may terminate this agreement or choose to not renew the contract after the initial one (1) year term. CLIENT agrees to provide SORD with a thirty day (30) written notice of termination.

INDEMNITY

CLIENT hereby agrees to indemnify and hold SORD harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including SORD's property, and injuries to or death of persons, including CLIENT's or SORD's employees, caused by or resulting from the negligence or willful misconduct or violation of any federal, state or local laws or regulations of CLIENT, its employees or agents or CLIENT's delivery to SORD of waste excluded from the definition of Municipal Solid Waste or otherwise expressly permitted by the terms of this Agreement.

SORD hereby agrees to indemnify and hold CLIENT harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, or fines, penalties or other damages imposed by any court or administrative body, including CLIENT's property, and injuries to or death of persons, including SORD's or CLIENT's employees, to the extent caused by or resulting from the negligence or willful misconduct of SORD, its employees or agents.

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.

ATTORNEY FEES

In the event that any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on pay, a reasonable sum for the successful party's attorney fees.

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 Durant
 C/O City Manager
 Address: P.O. Box 578
 Durant, Ok 74702

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:

Solid Waste Authority

By: _____
 (title)
Name: _____
Title: _____
Date: _____