

the Town of Luther



a friendly community

**NOTICE AND AGENDA OF SPECIAL MEETING OF
THE LUTHER PUBLIC WORKS AUTHORITY
THURSDAY, FEBRUARY 22, 2024
IMMEDIATELY FOLLOWING THE BOARD MEETING AT 6:30 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

Official action can only be taken on items which appear on the agenda. The Trustees may adopt, approve, ratify, deny, defer, recommend, amend, strike, or continue any agenda item. When more information is needed to act on an item, the Trustees may refer the matter to the Chairman or the Town Attorney, or back to a committee or recommending body. Under certain circumstances, items may be deferred to a specific later date or stricken from the agenda entirely.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Trustee Comments

**Trustee One (Terry Arps)
Trustee Two (Jerrod Davis)**

5. Consideration, discussion and possible action to enter into an agreement with Sadler Boring for repair of the water drop fire hydrant in exchange for water drop services.
6. Consideration, discussion and possible action to schedule the annual Spring Clean-Up Day for April 13, 2024.
7. Consideration, discussion and possible action to enter into an agreement with Oklahoma Septic to allow use of our sewer for disposal of septic.

**Trustee Three (Carla Caruthers)
Trustee Four (Jeff Schwarzmeier)
Trustee Five (Nina Sloan)**

8. Citizen participation: Citizens may address the Board during open meetings on any matter on the agenda prior to the Board taking action on the matter. On any item not on the current agenda, citizens may address the Board under the agenda item Citizen Participation. Citizens should fill out a Citizen's Participation Request form and give it to the Mayor. Citizen Participation is for

information purposes only, and the Board cannot discuss, act or make any decisions on matters presented under Citizens Participation. Citizens are requested to limit their comments to two minutes.

9. Adjourn.

Scherrie Pidcock

Scherrie Pidcock, Town Clerk



Agenda Posted Tuesday, February 20, 2024, at Luther Town Hall, on Facebook at The Town of Luther, and on our website at www.townoflutherok.com prior to 6:30 pm.

**Contract for Residential Septic and Commercial Portable Toilet Wastewater Disposal
Luther Public Works Authority and Oklahoma Septic & Cellar, LLC**

Whereas, Oklahoma Septic & Cellar, LLC is in need of use of the municipal wastewater lagoons to deposit residential septic wastewater collected from private residences and commercial portable toilet wastewater located within Oklahoma County, Oklahoma.

Whereas, Luther Public Works Authority, an Oklahoma Public Trust of which the Town of Luther is the beneficiary (hereinafter referred to as "Authority") operates a municipal wastewater lagoon system.

Now, Therefore, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

- I. Term.** The term of this agreement shall commence March 1, 2024, and end on February 28, 2029.
- II. Scope.** Oklahoma Septic & Cellar, LLC is hereby permitted to deposit residential septic and commercial portable toilet wastewater at the Authority's wastewater lagoons or in a designated manhole during all times when a wastewater lagoon operator is present or has been personally notified, under the following conditions:
 - A. All deposited waste must have originated within Oklahoma County, Oklahoma; and
 - B. Oklahoma Septic & Cellar, LLC must contact the on-duty lagoon operator or other Authority employee prior to dumping; and
 - C. All waste must be in compliance with Oklahoma Department of Environmental Quality (ODEQ) standards. All loads are subject to being sampled before dumping when requested by the Authority; and
 - D. Oklahoma Septic & Cellar, LLC will not dump any industrial wastewater into the wastewater lagoon system; and
 - E. Oklahoma Septic & Cellar, LLC will not dump any grease trap or oil waste materials; and
 - F. Oklahoma Septic & Cellar, LLC must maintain and keep current all necessary licenses including but not limited to a license from ODEQ.
- III. Fee.** Oklahoma Septic & Cellar, LLC will pay the Authority the sum of \$50.00 per 1000 gallons for each dump made by Oklahoma Septic & Cellar, LLC. Prior to dumping, Oklahoma Septic & Cellar, LLC must keep a log book, recording each individual deposit by Oklahoma Septic & Cellar, LLC. Oklahoma Septic & Cellar, LLC will be responsible for paying the Authority once a year for dumping. This shall be paid by June 30 of each year the contract is in force. Failure to make payment of any charge or fee due under this contract may result, at the Authority's sole option, in the termination of this contract.
- IV. Liability.** Oklahoma Septic & Cellar, LLC shall indemnify and hold the Authority, the Town of Luther, its employees, elected officials, and agents, harmless from any loss, cost,

or damage, including attorney fees, that may arise from Oklahoma Septic & Cellar, LLC's use of the wastewater lagoon system.

V. Termination by Authority: Authority may terminate this Contract at any time should it be determined by the Authority that public necessity and convenience require it to do so, by serving upon Oklahoma Septic & Cellar, LLC in the manner subsequently provided, a written notice of its election so to terminate, which notice shall be served at least ten (10) days prior to the date in the notice named for such termination. The Authority may also terminate this Contract at any time for any reason with sixty (60) days written notice to Oklahoma Septic & Cellar, LLC

VI. Default: In the event that Oklahoma Septic & Cellar, LLC shall be in default of any payment or in the performance of any of the terms or conditions of this Contract, then the Authority may terminate and end this Contract immediately.

VII. Miscellaneous.

A. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Oklahoma. All disputes brought by Oklahoma Septic & Cellar, LLC or the Authority arising under this Contract shall be brought in the District Court of Oklahoma County, State of Oklahoma.

B. If any provision contained in this Contract is determined to be invalid or unenforceable, in whole or in part, the remaining provisions and any partially enforceable provision will, nevertheless, be binding and enforceable, and the parties agree to substitute for the invalid provision a valid provision which most closely approximates the intent and economic effect of the invalid provision.

C. Failure by either party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

VIII. Non-Assignability: This contract may not be assigned or transferred to any other party.

Approved by the Luther Public Works Authority on this ___ day of _____, 20____.

Oklahoma Septic & Cellar, LLC, Inc.

Owner

Attest:

Luther Public Works Authority

Town Clerk

By: _____
William T. Arps, Chairman