

the Town of Luther



a friendly community

REGULAR MEETING AGENDA

**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, JANUARY 13, 2026, IMMEDIATELY FOLLOWING
THE TOWN BOARD OF TRUSTEES MEETING AT 7:00 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. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of December 9, 2025.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report
5. Consideration of Items Removed from the Consent Agenda
6. LPWA Department Report
7. Trustee Comments

Trustee One (Terry Arps)

Trustee Two (Jerrod Davis)

8. Consideration, discussion and possible action to purchase dinner for Town employees at the January 15, 2026, LPWA Shop Open House.
9. Consideration, discussion and possible action to renew the contract for residential septic wastewater disposal with The Dump Depot.

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

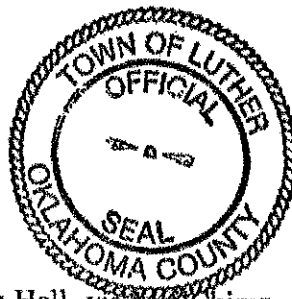
Trustee Five (Cindy Taylor)

10. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda.
11. **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.

12. Adjourn.



Scherrie Pidcock, Town Clerk



Agenda Posted Monday, January 12, 2026, at Luther Town Hall, via MailChimp, on Facebook at The Town of Luther, and on our website at www.townoflutherok.com prior to 7:00 pm.



REGULAR MEETING MINUTES

**BOARD OF TRUSTEES FOR THE LUTHER PUBLIC WORKS AUTHORITY
TUESDAY, DECEMBER 9, 2025, 7:00 P.M.
LUTHER TOWN HALL
108 SOUTH MAIN STREET, LUTHER, OKLAHOMA 73054**

1. Call to Order by **Terry Arps**.
2. Roll Call by **Terry Arps**. Present were **Terry Arps, Jerrod Davis, Jeff Schwarzmeier and Cindy Harris Baker**. **Carla Caruthers** was absent.
3. Determination of a quorum was made by **Terry Arps**.
4. Approval of the Consent Agenda,
 - a. Approval of the Board Minutes from the meeting of November 12, 2025.
 - b. Approval of Claims, including Payroll
 - c. Review and Approval of Treasurer's Report – **Terry Arps** made a motion to approve the **Consent Agenda, 2nd by Jeff Schwarzmeier**. The Vote: All (4) Yes.
5. Consideration of Items Removed from the Consent Agenda – **None**.
6. LPWA Department Report – **Jerrod Davis** read the LPWA Report.
7. Trustee Comments – **None**.

Trustee One (Terry Arps)

8. Consideration, discussion and possible action to adopt Resolution 2025-10R, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE LUTHER PUBLIC WORKS AUTHORITY, SETTING THE REGULARLY SCHEDULED MEETINGS OF LUTHER PUBLIC WORKS AUTHORITY FOR CALENDAR YEAR 2026. – **Terry Arps** made a motion to adopt Resolution 2025-10R, 2nd by **Jeff Schwarzmeier**. The Vote: All (4) Yes.
9. Consideration, discussion and possible action to authorize the purchase of a mini excavator at or below state contract pricing. – **Jerrod Davis** made a motion to authorize the purchase of a Bobcat excavator pursuant to contract pricing and the quote received in the amount of \$36,744.67, delivered, 2nd by **Jeff Schwarzmeier**. The Vote: All (4) Yes.
10. Consideration, discussion and possible action to schedule and plan an Open House for residents to view the new Luther Public Works Authority shop building. – **Jerrod Davis** made a motion to schedule an Open House for the new building on Thursday, January 15, 2026, from 4:00 to 6:00 pm, 2nd by **Terry Arps**. The Vote: All (4) Yes.

Trustee Two (Jerrod Davis)

Trustee Three (Carla Caruthers)

Trustee Four (Jeff Schwarzmeier)

Trustee Five (Cindy Harris Baker)

11. **New Business:** In accordance with the Open Meeting Act, Title 25 O.S. 311.A.9 of the Oklahoma Statutes, new business is defined as any matter not known about or which could not have been reasonably foreseen prior to the time of posting the agenda. – **None.**
12. **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. - **None.**
13. **Adjourn.** – **Terry Arps made a motion to adjourn, 2nd by Jerrod Davis. The Vote: All (4) Yes.**

Scherrie Pidcock



Minutes transcribed by Scherrie Pidcock, Town Clerk

**LUTHER PUBLIC WORKS AUTHORITY CLAIMS INCLUDING PAYROLL
DEC 10, 2025 THROUGH JANUARY 13, 2026**

Date	Ref No.	Payee	Memo	Payment
12/10/2025	EFT	QuickBooks Payroll	LPWA PAYROLL	3,839.82
12/10/2025	EFT	Town of Luther	VOLUNTARY INSURANCE	87.30
12/10/2025	EFT	Town of Luther	XFER ERROR CORRECT	10.00
12/11/2025	EFT	SWEEP	SWEEP TRANSFER	1,553.34
12/12/2025	EFT	SWEEP	SWEEP TRANSFER	2,086.71
12/17/2025	EFT	BANCFIRST	DEPOSIT SLIPS	71.90
12/17/2025	EFT	IRS	FEDERAL PAYROLL TAX	1,028.50
12/18/2025	EFT	SWEEP	SWEEP TRANSFER	317.68
12/19/2025	14822	AMERIFORMS	UTILITY BILLING SUPPLIES	545.00
12/19/2025	14823	AMERITAS LIFE INS CORP	VOLUNTARY VISION INSURANCE	19.61
12/19/2025	14824	BLUECROSS BLUESHIELD - LIFE	LIFE INSURANCE	21.87
12/19/2025	14825	BLUECROSS BLUESHIELD - HEALTH	HEALTH INSURANCE	2,859.45
12/19/2025	14826	CENTRANET	INTERNET	39.50
12/19/2025	14827	Delta Dental	VOLUNTARY DENTAL INSURANCE	70.00
12/19/2025	14828	OK MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	283.80
12/19/2025	14829	OMAG	PROPERTY/AUTO INS/LIABILITY	1,466.08
12/19/2025	14830	Young & Associates CPA's	ACCOUNTING SERIVCES	315.00
12/19/2025	EFT	SWEEP	SWEEP TRANSFER	240.59
12/22/2025	EFT	SWEEP	SWEEP TRANSFER	316.97
12/23/2025	EFT	QuickBooks Payroll	LPWA PAYROLL	3,765.02
12/24/2025	EFT	SWEEP	SWEEP TRANSFER	2,329.27
12/26/2025	EFT	Oklahoma Tax Commission	STATE PAYROLL TAX	266.00
12/26/2025	EFT	SWEEP	SWEEP TRANSFER	483.66
12/29/2025	EFT	SWEEP	SWEEP TRANSFER	254.98
12/30/2025	EFT	SWEEP	SWEEP TRANSFER	1,491.67
12/31/2025	EFT	IRS	FEDERAL PAYROLL TAX	1,005.86
12/31/2025	EFT	SWEEP	SWEEP TRANSFER	462.80
01/05/2026	EFT	SWEEP	SWEEP TRANSFER	1,185.49
01/06/2026	EFT	SWEEP	SWEEP TRANSFER	201.29
01/07/2026	EFT	QuickBooks Payroll	LPWA PAYROLL	3,704.34
01/07/2026	EFT	MERCHANT SERVICES IPS	CREDIT CARD TRANSACTION CHARGES	255.06
01/08/2026	EFT	SWEEP	SWEEP TRANSFER	9,266.36
01/09/2026	EFT	BANCFIRST	CUSTOMER BANK DRAFT FAIL	17.60

01/09/2026	EFT	BANCFIRST	CUSTOMER BANK DRAFT FAIL	17.60
01/09/2026	EFT	SWEEP	SWEEP TRANSFER	803.65
01/13/2026	14831	A-Z HANDYMAN X-PRESS	OFFICE CLEANING	144.00
01/13/2026	14832	Airgas USA, LLC	CYLINDER RENTAL	87.34
01/13/2026	14833	AMERITAS LIFE INS CORP	VOLUNTARY VISION INSURANCE	21.45
01/13/2026	14834	AT&T MOBILITY	CELLS/TABLET SERVICE	139.21
01/13/2026	14835	DEQ	WATER TESTING	32.00
01/13/2026	14836	Dollar General Charged Sales	CLEANING SUPPLIES/TOILETRIES	56.43
01/13/2026	14837	DUSTIN MEADOWS	UTILITY DEPOSIT REFUND	34.75
01/13/2026	14838	JONES HARDWARE	PARTS/SUPPLIES	93.93
01/13/2026	14839	Luther Hardware & Lumber, LLC	PARTS/SUPPLIES	244.72
01/13/2026	14840	O'Reilly Auto Parts	PARTS/SUPPLIES	103.21
01/13/2026	14841	OG&E	ELECTRIC SERVICE	1,052.48
01/13/2026	14842	OK MUNICIPAL RETIREMENT FUND	PENSION CONTRIBUTIONS	557.36
01/13/2026	14843	OMAG	PROPERTY/AUTO INS/LIABILITY	4,765.75
01/13/2026	14844	ONG	NATURAL GAS SERVICE	284.14
01/13/2026	14845	Pioneer Supply, LLC - 844634	PARTS/SUPPLIES	357.21
01/13/2026	14846	TERRY ARPS	REIMBURSEMENT - LADDER	129.99
01/13/2026	14847	UniFirst Corporation	UNIFORMS	314.05
01/13/2026	14848	VADIM MUNICIPAL SOFTWARE INC	UTILTY BILLING SOFTWARE FEES	65.68
01/13/2026	14849	XCEL OFFICE SOLUTIONS - DALLAS	I.T./COPIER SERVICE	370.52
01/13/2026	14850	Young & Associates CPA's	MONTHLY ACCOUNTING SERVICES	360.00
				<u>360.00</u>
				\$49,897.99

Luther Public Works Authority
Budget vs. Actuals FY 25-26
November, December, and YTD

	Nov 2025				Dec 2025				Total YTD			
	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget	Actual	Budget	over Budget	% of Budget
Income												
Grant Revenue		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Interest Revenue	85.18		85.18		107.34		107.34		211.50	0.00	211.50	
Other/Tower Rent	2,862.57	1,400.00	1,462.57	204.47%	1,071.50	1,400.00	-328.50	76.54%	10,020.26	8,400.00	1,620.26	119.29%
Permits/Tap Fees		75.00	-75.00	0.00%		75.00	-75.00	0.00%	0.00	450.00	-450.00	0.00%
Sales Tax		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Utility Revenue (Daily Deposit)	36,112.39	34,505.00	1,607.39	104.66%	40,818.34	34,505.00	6,313.34	118.30%	228,100.49	207,030.00	21,070.49	110.18%
Water Drop/Wastewater Dump	306.00	175.00	131.00	174.88%	36.00	175.00	-139.00	20.57%	2,040.00	1,050.00	990.00	194.29%
Total Income	\$ 39,366.14	\$ 36,155.00	\$ 3,211.14	108.88%	\$ 42,033.18	\$ 36,155.00	\$ 5,878.18	116.26%	\$ 240,372.25	\$ 216,930.00	\$ 23,442.25	110.81%
Expenses												
Capital Outlay		30,000.00	-30,000.00	0.00%		0.00	0.00		0.00	30,000.00	-30,000.00	0.00%
Debt Service - 2020 Truck		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Grant Expenditures		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
LPWA Maintenance & Operations		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Accounting Services	7,062.50	425.00	6,637.50	1661.76%	315.00	7,000.00	-6,685.00	4.50%	9,072.50	9,125.00	-52.50	99.42%
Billing Software	16.10	60.00	-43.90	26.83%		60.00	-60.00	0.00%	31.08	360.00	-328.92	8.63%
Credit Card/Bank Fees	214.47	350.00	-135.53	61.28%	232.17	350.00	-117.83	66.33%	1,289.85	2,100.00	-810.15	61.42%
Dues, Fees, Training, Licenses	569.90	150.00	419.90	379.93%		150.00	-150.00	0.00%	569.90	900.00	-330.10	63.32%
Fuel	512.05	210.00	302.05	243.83%		210.00	-210.00	0.00%	1,504.85	1,260.00	244.85	119.43%
Insurance	1,031.85	700.00	331.85	147.41%	1,466.08	700.00	766.08	209.44%	10,554.71	4,200.00	6,354.71	251.30%
Legal Notice Publications		20.00	-20.00	0.00%		20.00	-20.00	0.00%	0.00	120.00	-120.00	0.00%
Office Supplies / Expenses	447.38	200.00	247.38	223.69%	761.97	200.00	561.97	380.99%	2,483.77	2,200.00	283.77	112.90%
Phones / Internet / IT	1,518.95	650.00	868.95	233.68%	449.17	650.00	-200.83	69.10%	4,627.83	6,100.00	-1,472.17	75.87%
Postage & Equip		275.00	-275.00	0.00%		275.00	-275.00	0.00%	1,203.75	1,650.00	-446.25	72.95%
Repairs/Mtnce/Labor/Airgas	893.29	700.00	193.29	127.61%	392.71	700.00	-307.29	56.10%	2,430.51	9,100.00	-6,669.49	26.71%
Uniforms	62.60	230.00	-167.40	27.22%	62.18	230.00	-167.82	27.03%	402.05	1,380.00	-977.95	29.13%
Utilities	541.72	325.00	216.72	166.68%	54.64	325.00	-270.36	16.81%	1,098.69	1,950.00	-851.31	56.34%
Total LPWA Maintenance & Operations	\$ 12,870.81	\$ 4,295.00	\$ 8,575.81	299.67%	\$ 3,733.92	\$ 10,870.00	\$ 7,136.08	34.35%	\$ 35,269.49	\$ 40,445.00	\$ 5,175.51	87.20%
Personnel Services		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Employee Benefits	2,852.94	2,688.00	164.94	106.14%	3,112.83	2,688.00	424.83	115.80%	16,318.80	16,128.00	190.80	101.18%
Salaries / Wages / Payroll Tax	11,196.40	12,291.00	-1,094.60	91.09%	11,182.46	12,291.00	-1,108.54	90.98%	72,931.41	73,966.00	-1,034.59	98.60%
Total Personnel Services	\$ 14,049.34	\$ 14,979.00	\$ 929.66	93.79%	\$ 14,295.29	\$ 14,979.00	\$ 683.71	95.44%	\$ 89,250.21	\$ 90,094.00	\$ 843.79	99.06%
Sanitation Service		0.00	0.00			0.00	0.00		0.00	0.00	0.00	
Billing Software	16.10	0.00	16.10			0.00	0.00		31.08	0.00	31.08	
Collection Fee	8,870.76	9,600.00	-729.24	92.40%	10,015.30	9,600.00	415.30	104.33%	47,506.05	57,600.00	-10,093.95	82.48%

Fuel		100.00	-100.00	0.00%		100.00	-100.00	0.00%		175.00	600.00	-425.00	29.17%
Uniforms	62.60	0.00	62.60		62.18	0.00	62.18			402.06	0.00	402.06	
Total Sanitation Service	\$ 8,949.46	\$ 9,700.00	-\$ 750.54	92.26%	\$ 10,077.48	\$ 9,700.00	\$ 377.48	103.89%	\$ 48,114.19	\$ 58,200.00	-\$ 10,085.81	82.67%	
Sewer System		0.00	0.00			0.00	0.00			0.00	0.00	0.00	
Billing Software	16.10	0.00	16.10			0.00	0.00			31.08	0.00	31.08	
Fuel		150.00	-150.00	0.00%		150.00	-150.00	0.00%		461.84	900.00	-438.16	51.32%
Insurance		0.00	0.00			0.00	0.00			0.00	0.00	0.00	
Repairs / Maintenance		1,200.00	-1,200.00	0.00%		1,200.00	-1,200.00	0.00%		7,026.25	9,200.00	-2,173.75	76.37%
Supplies / Fees		300.00	-300.00	0.00%	15.63	300.00	-284.37	5.21%		36.15	1,800.00	-1,763.85	2.01%
Uniforms	62.60	0.00	62.60		62.18	0.00	62.18			402.05	0.00	402.05	
Utilities	1,033.30	375.00	658.30	275.55%		375.00	-375.00	0.00%		3,522.33	2,250.00	1,272.33	156.55%
Total Sewer System	\$ 1,112.00	\$ 2,025.00	-\$ 913.00	54.91%	\$ 77.81	\$ 2,025.00	-\$ 1,947.19	3.84%	\$ 11,479.70	\$ 14,150.00	-\$ 2,670.30	81.13%	
Water System		0.00	0.00			0.00	0.00			0.00	0.00	0.00	
Billing Software	16.10	0.00	16.10			0.00	0.00			31.08	0.00	31.08	
DEQ Water Testing/Permits	32.00	1,000.00	-968.00	3.20%	242.00	1,000.00	-758.00	24.20%		9,734.61	6,000.00	3,734.61	162.24%
Fuel		140.00	-140.00	0.00%		140.00	-140.00	0.00%		625.00	840.00	-215.00	74.40%
Insurance		0.00	0.00			0.00	0.00			0.00	0.00	0.00	
Meters		0.00	0.00			300.00	-300.00	0.00%		1,216.87	900.00	316.87	135.21%
Repairs / Maintenance	954.85	1,000.00	-45.15	95.49%		1,000.00	-1,000.00	0.00%		3,043.60	6,000.00	-2,956.40	50.73%
Supplies	1,795.06	1,000.00	795.06	179.51%	94.95	1,000.00	-905.05	9.50%		3,991.48	6,000.00	-2,008.52	66.52%
Uniforms	62.60	0.00	62.60		62.18	0.00	62.18			402.05	0.00	402.05	
Utilities	1,125.24	625.00	500.24	180.04%	204.94	625.00	-420.06	32.79%		3,284.74	3,750.00	-465.26	87.59%
Total Water System	\$ 3,985.85	\$ 3,765.00	\$ 220.85	105.87%	\$ 604.07	\$ 4,065.00	-\$ 3,460.93	14.86%	\$ 22,329.43	\$ 23,490.00	-\$ 1,160.57	95.06%	
Total Expenses	\$ 40,967.46	\$ 64,764.00	-\$ 23,796.54	63.26%	\$ 28,788.57	\$ 41,639.00	-\$ 12,850.43	69.14%	\$ 206,443.02	\$ 256,379.00	-\$ 49,935.98	80.52%	
Net Operating Income	-\$ 1,601.32	-\$ 28,609.00	\$ 27,007.68	5.60%	\$ 13,244.61	-\$ 5,484.00	\$ 18,728.61	-241.51%	\$ 33,929.23	-\$ 39,449.00	\$ 73,378.23	-86.01%	
Other Income													
Transfer from Capital Improvement		30,000.00	-30,000.00	0.00%		0.00	0.00			0.00	30,000.00	-30,000.00	0.00%
Transfers In/Out	1,000.00	1,000.00	0.00	100.00%	-10.00	1,000.00	-1,010.00	-1.00%		4,990.00	6,000.00	-1,010.00	83.17%
Total Other Income	\$ 1,000.00	\$ 31,000.00	-\$ 30,000.00	3.23%	-\$ 10.00	\$ 1,000.00	-\$ 1,010.00	-1.00%	\$ 4,990.00	\$ 36,000.00	-\$ 31,010.00	13.86%	
Other Expenses													
Payroll Suspense		0.00	0.00			0.00	0.00			0.00	0.00	0.00	
Total Other Expenses	\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00		
Net Other Income	\$ 1,000.00	\$ 31,000.00	-\$ 30,000.00	3.23%	-\$ 10.00	\$ 1,000.00	-\$ 1,010.00	-1.00%	\$ 4,990.00	\$ 36,000.00	-\$ 31,010.00	13.86%	
Net Income	-\$ 601.32	\$ 2,391.00	-\$ 2,992.32	-25.15%	\$ 13,234.61	-\$ 4,484.00	\$ 17,718.61	-295.15%	\$ 38,919.23	-\$ 3,449.00	\$ 42,368.23	-1128.42%	



LPWA MONTHLY REPORT

December 2025

Start New Service 6

Stop Service 5

Disconnect Non-payment 2

Re-start Service 1

Leaks 2

Sewer Problems 1

New Meters 0

Accounts Billed 615

Late Accounts Billed 169

Cathy Schmitz

Utility Clerk

Contract for Residential Septic Wastewater Disposal

Whereas, The Dump Depot is in need of the municipal wastewater treatment plant to deposit residential septic wastewater collected from private residences 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 January 31, 2026, and end on January 31, 2031, at 11:59 p.m.
- II. Scope.** The Dump Depot is hereby permitted to deposit residential septic wastewater at the Authority's wastewater treatment plan during all times when a wastewater treatment plant operator is present under the following conditions:
 - A. All deposited waste must have originated within Oklahoma County, Oklahoma; and
 - B. The Dump Depot must contact the on-duty plant operator 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. The Dump Depot will not dump any industrial or commercial wastewater into the wastewater treatment plant; and
 - E. The Dump Depot will not dump any grease trap or oil waste materials; and
 - F. The Dump Depot must notify the wastewater treatment plant operator when the dumping is complete; and
 - G. The Dump Depot must maintain and keep current all necessary licenses including but not limited to a license from ODEQ.
- III. Fee.** The Dump Depot will pay the Authority the sum of \$50.00 per 1000 gallons for each dump made by The Dump Depot. Prior to dumping, The Dump Depot must sign a log book to be kept by the wastewater treatment plant operator recording each individual deposit by The Dump Depot. The Dump Depot 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.** The Dump Depot 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 The Dump Depot's use of the wastewater treatment plant including, but not limited to, the deposit or dumping of non-residential septic wastewater.
- 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 The Dump Depot 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.

VI. Default: In the event that The Dump Depot 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 The Dump Depot 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 ____.

The Dump Depot, Inc.

Kenneth Paine, Owner

Attest:

Luther Public Works Authority

Scherrie Pidcock, Town Manager

By: _____
William T. Arps, Chairman



CONSENT FOR THE DISPOSAL OF SEPTAGE

INSTRUCTIONS: This form is for the purpose of providing the Oklahoma Department of Environmental Quality (DEQ) with proof of a permitted disposal facility's consent for the disposal of septage. Complete one form for each facility.

DISPOSAL LOCATION (Check One)			
<input checked="" type="checkbox"/> WASTE WATER TREATMENT FACILITY*	<input type="checkbox"/> SOLID WASTE LANDFILL		
<input type="checkbox"/> SEPTAGE TREATMENT FACILITY*	<input type="checkbox"/> CITY PERMITTED PRETREATMENT FACILITY*		
Name: <u>Luther Public Works</u>		Facility/Permit No.: <u>S20707</u>	
Mailing Address: <u>Po Box 56</u>	City: <u>Luther</u>	State: <u>OK</u>	Zip: <u>73054</u>
Street Address/Location: <u>18251 NE 178th</u>	City: <u>Luther</u>	State: <u>OK</u>	Zip: <u>73054</u>

I, Scherrie Pidcock, representing the above-named facility, understand that by signing this
Printed Name

Consent Form, I am certifying to the DEQ that this facility consents to the disposal of septage by

The Dump Depot LLC
(Business Name of Licensed Septage Pumper and Hauler)

effective Jan 1, 2025 and ending January 31, 2027
(Start Date) (End Date)

Scherrie Pidcock
Signature

Owner Manager
Title

12-19-25
Date