

**NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
REGULAR MEETING**

A Regular Session of the Glenpool Utility Service Authority will be held at 6:00 p.m. immediately following the Glenpool City Council Meeting on April 6, 2020, via Zoom video conference. Board members will not be present in person. **TO JOIN MEETING:**

- **By computer/iPad:** <https://us04web.zoom.us/j/807169338> Meeting ID: 807 169 338.
- **By phone:** 1-253-215-8782 OR 1-301-715-8592 Meeting ID: 807 169 338.

AGENDA

	Page
A) Call to Order - Timothy Lee Fox, Chairman	
B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman	
C) Public Works Director Report - Rob Werley	
1) GUSA PW report March 2020	2 - 3
D) Scheduled Business	
1) Discussion and possible action to approve minutes from March 2, 2020 meeting. (Wendy Knight, Secretary) GUSA - 02 Mar 2020 - Minutes - Html	4 - 6
2) Discussion and possible action to approve a Professional Services Agreement with Tetra Tech Inc., pertaining to the ODEQ Consent Order, in a total amount not to exceed \$12,700.00, to be funded from the FY 2019/2020 GUSA Budget under Item No.02-6-16-6244 for Professional Services and to authorize the City Manager to execute same. (David Tillotson, City Manager) Final GUSA Presentation 04 06 20 Professional Services Agreement - Tetra Tech	7 - 32

E) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on April 3, 2020, by 4:00 pm.

Signed: Wendy Knight

Secretary



6 April 2020

To: Honorable Chairman and Trustee's, Glenpool Utility Service Authority

From: Rob Werley, Public Works Director

RE: March 2020 Public Works Operations Report

The following information is a summary of the work that is in progress or has been completed by Public Works crews for the month of March:

Wastewater:

- Installed new MAG meter on effluent discharge line
- 4 sewer calls, one on city side due to grease, other 3 on customers side
- After hour call out at Speedy's lift station due to power outage; stand-by generator running station and OG&E notified
- Re-installed two pumps that were re-wound at their perspective lift stations

Water:

- Meter reading started on 1 March and ended on 5 March; 13 re-reads were completed and 14 bad registers were swapped out
- There were no cutoff's done in March, if we had done cutoffs as normal there would have been 269 customers cut off due to non-payment
- 123 service orders were completed for the Water Department
- After hour call out to turn off water main due contractor hitting dead end line on 161st.
- 129 locates were completed
- Monthly bac-t samples were taken, 1 sample came back positive, re-samples were done per ODEQ regulations and all re-samples passed
- Repaired and placed back into service 8" water main at Brookover Center
- Made 1 new tap, ran service line, set meter and meter box
- Leak repair on 141st and Elwood, ended up being Creek 2 six-inch road crossing leaking. Creek 2 was notified of the leak

Parks:

- Daily check of parks, pick up trash and empty trash cans
- Trimmed trees at Kendalwood Park South
- Had all mowers serviced

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641
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- Pick up trash alongside of roads on Elwood and Peoria from 131st to 151st; Casper from 146th to 151st
- Mowed baseball fields and mulched leaves at Morris Park
- Begin seasonal mowing of Parks

Streets:

- Pothole repairs on Warrior Rd; Glenpool Blvd; Hickory St; Oak St; 126th
- Repaired intersection at Hwy 75 and 156th
- Re-install dead end street sign at 131st & Elwood
- Straighten, reset street signs on Waco and Vancouver
- Clean, remove debris from storm grates
- Install “No Parking” signs at the north end of Peabody per FD Marshalls request
- Begin seasonal mowing of ROW’s

Split crews started on 3/25

MINUTES
GUSA Meeting
Monday, March 2, 2020 Council Chambers 6:00 PM

TRUSTEES PRESENT: Tim Fox
Momodou Ceesay
Joyce Calvert
Jacqueline Triplett-Lund
Brandon Kearns

STAFF PRESENT: David Tillotson
Susan White
Lowell Peterson
Wendy Knight
John Gonsalves
Lynn Burrow
Jim Martin
Rob Werley

- A) Call to Order - Timothy Lee Fox, Chairman**
Chairman Fox called to meeting to order at 6:45 p.m.
- B) Roll Call, Declaration of Quorum – Wendy Knight, Secretary; Timothy Lee Fox, Chairman**
Wendy Knight called the roll, Chairman Fox declared a quorum present.
- C) Public Works Director Report - Rob Werley**
[GUSA PW report Feb 2020](#)
- D) Scheduled Business**
- 1) Discussion and possible action to approve minutes from February 3, 2020 meeting.
(Wendy Knight, Secretary)
- Moved by Momodou Ceesay, seconded by Joyce Calvert

To approve the minutes as presented.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

[GUSA - 03 Feb 2020 - Minutes - Html](#)

- 2) Discussion and possible action to enter into Executive Session for the purpose of confidential communications between the GUSA Board of Trustees, as a public body, and its attorney concerning a pending claim upon its determination, with the advice of the Authority Counsel, that disclosure will seriously impair the ability of the Board to process the claim in the public interest, pursuant to 25 O.S. § 307.B.4. (Open Meeting Act); to wit, receipt of Consent Order from the Oklahoma Department of Environmental Quality alleging wastewater treatment plant permit violations.
(Timothy Fox, Chairman)

Mr. Tillotson asked Lynn Burrow, Community Development Director, to attend Executive Session.

Moved by Jacqueline Triplett-Lund, seconded by Joyce Calvert

To enter into Executive Session at 6:52 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

- 3) Discussion and possible action to reconvene in Regular Session.
(Timothy Fox, Chairman)

Moved by Jacqueline Triplett-Lund, seconded by Brandon Kearns

To reconvene in Regular Session at 7:21 p.m.

	For	Against	Abstained	Absent
Tim Fox	x			
Momodou Ceesay	x			
Joyce Calvert	x			
Jacqueline Triplett-Lund	x			
Brandon Kearns	x			
	5	0	0	0

CARRIED.

E) Adjournment

Chairman Fox declared the meeting adjourned at 7:21 p.m.



MEMORANDUM

**TO: CHAIRMAN FOX
GLENPOOL UTILITY SERVICES AUTHORITY**

**FROM: LYNN BURROW, PE
COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ACCEPTANCE OF A PROFESSIONAL SERVICES AGREEMENT FOR
ENGINEERING SERVICES - ODEQ CONSENT ORDER
COORDINATION**

DATE: APRIL 6, 2020

BACKGROUND

This item is for Council consideration and action regarding the approval and acceptance of a Professional Services Agreement pertaining between the Glenpool Utility Services Authority (GUSA) and Tetra Tech, Inc. The attached copy of the Professional Services Agreement is in the amount of \$12,700.00. The Agreement covers the various research and coordination tasks involved with the existing ODEQ Consent Order issued to GUSA regarding a series of sanitary sewer treatment plant Discharge Permit violations that have occurred over the winter months from approximately fall of 2015 to the current date. A copy of the actual Consent Order is attached for Board review. The specific series of items listed the Scope of Services being proposed by Tetra Tech, Inc. are itemized in Attachment "A" to the Base Agreement and are those research and documentation services necessary to assist the City's effort to initiate and negotiate a plan of action in support of a future settlement hearing with ODEQ.

Staff Recommendation:

Staff has reviewed the various described services listed in the Professional Services Agreement and recommends Board approval of the proposed Contract with Tetra Tech Inc. in a total amount not to exceed \$12,700.00, to be funded from the FY 2019/2020 GUSA Budget under Item No.02-6-16-6244 Professional Services, and to authorize the City Manager to execute same.

Attachments:

- A. Professional Services Agreement
- B. ODEQ Consent Order

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City Manager David Tillotson, Assistant City Manager Susan White, City Clerk Wendy Knight
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GLENPOOL UTILITY SERVICE AUTHORITY
AGREEMENT FOR CONSENT ORDER COORDINATION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the date last executed below ("Effective Date"), by and between The Glenpool Utility Services Authority (GUSA), Oklahoma and Tetra Tech, Inc., (the "Consultant").

RECITALS

WHEREAS, GUSA intends to **Consent Order Coordination** (the "**Project**"); and

WHEREAS, GUSA requires certain **Engineering Services** to be performed in connection with the Project (the "**Services**" [or "**Work**"]); and

WHEREAS, the Consultant has been selected as the most qualified consultant, and approved and authorized by the GUSA Board of Trustees, to perform such Services and is prepared to perform such Services in accordance with the terms and conditions stated in this Agreement.

NOW THEREFORE, GUSA and the Consultant, in consideration of the foregoing and as further set forth in this Agreement, hereby agree as follows:

I. Definitions

Unless otherwise defined herein, capitalized words in this Agreement have the following meaning:

N/A – Not Used

II. General Conditions

2.1 Effective Date; Commencement Date; Target Date(s)

The Effective Date of this Agreement shall be the date last executed by either party. Consultant shall begin Services set out in this Agreement on or about **April 7th, 2020** (the "Commencement Date"). Project "Target Date(s)" shall be that date, or those dates, by which defined tasks or all of Consultant Services shall be completed and shall be determined by separate negotiations and agreement between the parties, provided that all such dates shall conform to provisions of the Consent Order and/or settlement hearing that are the subject of this Agreement. Such agreement as to the setting of Target Dates shall not require an amendment or supplement to this Agreement and shall be treated as incorporated herein.

2.2 Term

The initial Term of this Agreement shall be for a period of **1** year, beginning on the Effective Date and subject to annual review and ratification by GUSA. Following expiration of the

initial Term, one supplemental term of 1 year may be authorized by the GUSA Board of Trustees in its sole discretion, together with such reasonable increased compensation for the Consultant as may be reviewed and approved by the GUSA Board of Trustees. In determining whether to extend this Agreement, or to increase compensation, the GUSA Board of Trustees shall take into consideration the quality and affordability of Service during the initial Term.

2.3 Exclusivity

GUSA grants the Consultant the right, during the Initial or any supplemental Term of this Agreement and for so long as the Consultant is not in default of the performance requirements set forth herein, to be the sole and exclusive provider of the Services comprehended by this Agreement. GUSA covenants that, in such case, it will not engage other individuals or companies to perform the same or substantially similar Services. GUSA warrants and represents that it has the authority to grant such an exclusive right as described in this Section 2.3.

2.4 Compliance with Applicable Laws

The Consultant agrees to perform the Services in compliance with all applicable federal, state, and local regulations and laws. Failure to comply with this Section 2.4 shall be deemed a material breach of this Agreement.

2.5 Material Breach of Agreement; Termination

GUSA or Consultant may terminate services on the Project upon seven (7) days written notice without cause or immediately with notice as promptly as practicable in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and GUSA shall pay Consultant all outstanding invoices for such performed services within fourteen (14) days after receipt. GUSA may withhold an amount for services that may be in dispute provided that GUSA furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Upon substantial failure of the Consultant to perform in a satisfactory manner under the terms of this Agreement, such substantiality to be determined in good faith by GUSA, or upon the Consultant's failure to perform in accordance with applicable laws and regulations as set out in Section 2.4, GUSA may immediately terminate this Agreement (and take such other actions or pursue such other remedies that it deems appropriate or necessary) if GUSA deems such action to be in the public interest. Alternatively, GUSA may submit a written demand for assurances. Upon receipt of such written demand, the Consultant shall immediately suspend its performance of Services until it returns a written response to the Glenpool City Manager verifying that corrective action has already been taken or explaining the reasons for the non-performance, sub-standard performance, delayed performance, or non-compliance and explaining the steps that have been taken or will be taken to correct the problem. Except under conditions of *force majeure*, the City Manager may fully reinstate the terms of this Agreement, reinstate the Agreement with supplemental written conditions intended to ensure continued compliance or terminate this Agreement. Failure of the Consultant to respond as provided in this Section 2.5 to any demand for assurances shall be deemed an abandonment and termination of the Agreement.

by the Consultant. Any such finding by GUSA of termination of the Agreement by the Consultant may be in addition to any other remedy available to GUSA at law or in equity.

2.6 Force Majeure

Neither the Consultant nor GUSA shall be liable for any failure to perform their respective duties under this Agreement, nor for any resulting damages or loss, if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, act of God or other similar contingency beyond the reasonable control of the Consultant or GUSA, except to the extent that either party fails to exercise reasonable measures to mitigate such damages or loss. If such circumstances persist for more than seven days or if, after their cessation either party is rendered substantially unable to perform such duties for a period of seven days, written notice may be given to the other party and the Agreement may be cancelled without liability to either party.

2.7 Insurance Requirement; Indemnification

The Consultant shall secure and maintain such insurance as will protect it from claims under any Workers' Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of its Services under this Agreement, in minimum limits as referenced below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Comprehensive General Liability	\$1,000,000 combined single limit
Professional Liability	\$1,000,000 combined single limit

All insurance shall be by insurers acceptable to GUSA and authorized to do business in the State of Oklahoma. Prior to the Commencement Date, the Consultant shall furnish GUSA with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled, permitted to expire, or be changed without 30 days advance written notice to GUSA and GUSA's approval. GUSA shall be listed on such policies as an "Additional Insured."

During the Term of this Agreement, Consultant shall indemnify and hold harmless GUSA against any and all liability for claims, damages, costs, losses and expenses, including reasonable attorney's fees, whether such claims, damages, losses, and liabilities are brought directly by GUSA or asserted by any third party, and whether for bodily injury and/or property damage, but only to the extent directly attributable to and caused by the intentional or negligent acts or omissions of the Consultant, or its agents or employees. Consultant shall not be held liable, nor required to defend, indemnify and hold harmless against acts or omissions of any third party Consultant, subConsultant or supplier, or agents or employees of any third person, or for acts or omissions directly attributable to GUSA or its agents, employees, directors or officers.

2.8 Notice

A letter or other postal communication, properly addressed and sent by first class mail, certified mail, or registered mail, to either party at the address provided below shall constitute sufficient notice whenever written notice is required for any purpose of this Agreement. Other

forms of notice, such as email or fax, are acceptable but shall be effective to meet a notice requirement only if receipt is acknowledged by the receiving party. Notice is deemed to have been given as required when actually received or five days after verified delivery, whichever is earlier.

Address for notices to GUSA:

Glenpool Utility Services Authority
Office of the City Manager
12205 South Yukon Avenue
Glenpool, OK 74033

Address for notice to Consultant:

Tetra Tech, Inc.
7645 East 63rd Street
Tulsa, OK 74133

2.9 Confidentiality Requirements

Consultant acknowledges that, during the Term of this Agreement, it may or will have access to and receive information, records, files, data, formulae, drawings, models, equipment, specifications, trade secrets, contracts and other materials of any description without limitation (individually or collectively, "Confidential Information") relating to business of GUSA or that GUSA considers and treats as confidential or proprietary in nature. Consultant therefore agrees that it will not directly or indirectly disclose any such Confidential Information owned by or in the possession control of GUSA to any unauthorized person, or use any such Confidential Information for any unauthorized purpose, except pursuant to court order or as a result of valid government order. All Confidential Information that Consultant has used, prepared or come in contact with during the Term of this Agreement shall be and remain the sole property of GUSA and shall not be removed from the premises of the City of Glenpool or GUSA, or communicated to any third person without GUSA's written consent. Consultant shall return to GUSA the originals and all copies of any Confidential Information of GUSA that is now or shall ever be subject to Consultant's custody or control, regardless of the source(s) from which such Confidential Information was obtained.

All work product created by the Consultant in the performance of Services to GUSA performed pursuant to this Agreement shall be deemed Confidential Information for purposes of this Section 2.9. Consultant shall not be held liable for reuse of documents or modifications thereof by GUSA or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

2.10 Records and Audits

Consultant shall assist GUSA by retaining in Consultant's own records all books, documents, papers, records and other materials prepared by Consultant or provided by GUSA to Consultant in conjunction with or related to this Agreement for at least three years following termination of this Agreement. Consultant shall, as often as GUSA reasonably deems necessary, permit authorized representatives of the City of Glenpool, GUSA, State or federal government, to include without limitation, the Oklahoma Department of Environmental Quality, the Oklahoma State Auditor's and Inspector's Office, the Oklahoma Department of Commerce, the U.S. Department of Labor and the U.S. Comptroller General, to have full access to and the right to

fully examine all materials in the possession or under the control of the Consultant to the extent related to this Agreement.

2.11 Non-Discrimination

Consultant shall not, with respect to any work performed by it or by any subconsultant, practice, or permit to be practiced, any form of unlawful discrimination because of race, creed, sex, age, color, national origin, sexual orientation or any other forbidden or non-performance related basis, and shall, in all its dealings with GUSA, comply with all federal, State and City mandates, whether law, regulation or executive order, pertaining to equal employment opportunity and affirmative action requirements, to include without limitation: Executive Order No. 11246 of September 24, 1965; Titles VI and VII of the Civil Rights Act of 1964; Section 109 of the Housing and Development Act of 1974; Section 3 of the Housing and Urban Development Act of 1968; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973, Section 504; the Americans with Disabilities Act of 1990; Section 1981 of the Civil Rights Act of 1866; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Employee Retirement Income Security Act of 1974; the Family and Medical Leave Act of 1993, all as any of the foregoing may be amended, replaced or superseded.

2.12 Consultant Relationship

The relationship between GUSA and the Consultant shall be exclusively that of independent Consultant and no relationship of employment, agency, partnership or joint venture shall be deemed to exist between GUSA and the Consultant or any of its subconsultants. Consultant shall be solely and independently responsible for all employment purposes with respect to personnel of the Consultant that Consultant utilizes in the performance of Services under this Agreement.

2.13 Standard of Care

Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no other warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

2.14 Dispute Resolution

Except to the extent otherwise provided by Section 2.5 of this Agreement, GUSA and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and GUSA shall pay for such services during the dispute resolution process unless GUSA issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of the event giving rise to such dispute.

2.15 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both GUSA and Consultant, the risks have been allocated such that GUSA agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to GUSA and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by GUSA for services under this Agreement, whichever is the greater. Such claims and causes include but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

2.16 Safety

Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

2.17 Warranty

Consultant warrants that it will deliver services under the Agreement within the Standard of Care as provided by Section 2.13 of this Agreement. No other expressed or implied warranty is provided by Consultant.

III. Services

Refer to the attached Schedule A for Scope of Services

IV. Compensation

Refer to the attached Schedule B for Compensation

V. MISCELLANEOUS

Refer to the attached Schedule C for Owner Responsibilities and Special Conditions

Refer to the attached Schedule D for Rate Schedule

Refer to the attached Schedule E for Project Schedule

5.1 Construction

In construing this Agreement, the following principles shall be followed: (i) no consideration shall be given to the captions of the articles, sections, subsections or clauses, which

are inserted for convenience in locating the provisions of this Agreement and not as an aid in construction; (ii) no consideration shall be given to the fact or presumption that any of the parties had a greater or lesser hand in drafting this Agreement; (iii) the word "includes" means "includes, but is not limited to;" (iv) the plural shall be deemed to include the singular, and vice versa; (v) each gender shall be deemed to include the other gender; (vi) each exhibit, appendix, attachment and schedule to this Agreement is a part of this Agreement; and (vii) any reference herein, or in any exhibit, appendix, attachment or schedule hereto, to any agreements entered into prior to the date hereof shall include any amendments or supplements made thereto.

5.2 Governing Law

The parties to this Agreement agree that the laws of the State of Oklahoma, and any applicable municipal ordinances of GUSA, shall govern the validity, construction, interpretation, and effect of this Agreement. In the event of conflict between any law of the State and any ordinance of GUSA, the law of the State shall be applied. The parties agree that the venue of any action arising from this Agreement shall be in the appropriate State court having competent jurisdiction located in the judicial district in which GUSA is located.

5.3 Assignment

This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Nothing contained in this Section 6.3 shall be construed to release either party from its obligations or representations under this Agreement in the event of an assignment of either party's interest.

5.4 Waiver

A waiver by either party of any breach of any provision of this Agreement shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. Where any condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargain of the parties, the waiver must be supported by consideration and take the form of a written modification of this Agreement.

5.5 Severability

If any provision of this Agreement is declared to be invalid, void or unenforceable for any reason by a court of competent jurisdiction, such declaration shall not affect the remaining parts of this Agreement, which shall remain in full force and effect as if the Agreement had been executed with the invalid, void or unenforceable portion eliminated.

5.6 Amendment or Modification of Agreement

No change in or amendment, modification, termination or discharge of this Agreement, in any form whatsoever, or of any part of this Agreement, shall be effective, valid or enforceable unless it is in writing, approved by duly authorized representatives of GUSA and the Consultant, and signed by such authorized representatives of GUSA and the Consultant, provided, however, that any change in or modification, termination or discharge of this Agreement expressly provided for in this Agreement shall be effective as so provided. A signed original of such amendment or modification shall be fastened to the original Agreement, with signed copies

retained by the parties. Consent to amendment or modification shall not be unreasonably withheld by either party.

5.7 Entire Agreement; Merger Clause: Previous Agreements Superseded

Except with respect to the mutual setting of the Project Target Date, as provided in Section 2.1, this Agreement contains the entire agreement between GUSA and the Consultant and constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are to be without effect in the construction of any provision or term of this Agreement to the extent that they alter, vary, or contradict this Agreement.

5.8 Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

5.9 Survival

Termination or expiration of this Agreement shall not release either party from any liabilities or obligations set forth in this Agreement which (i) the parties have expressly agreed shall survive any such termination or expiration; or (ii) remain to be performed or by their nature would be intended to be applicable following such termination or expiration.

IN WITNESS WHEREOF, the parties, by the undersigned duly authorized representatives, hereto affix their signatures and seals this _____ day of _____, 20____.

Glenpool Utility Services Authority

Tetra Tech, Inc.

By: _____
Timothy Lee Fox
Chairman, Board of Trustees

By: Leslie Turner
Leslie Turner, Operations Manager

(corporate seal of the Consultant, if any)

ATTEST:

Susan C. White, City Clerk

APPROVED AS TO FORM:

Lowell L. Peterson, City Attorney

**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
CONSENT ORDER COORDINATION**

SCOPE OF SERVICES

The following scope of services shall be made a part of the Agreement dated the ____ day of _____ 2020.

I. BACKGROUND

The Glenpool Utility Services Authority (Owner) operates and maintains its wastewater treatment plant (WWTP) under DEQ OPDES Permit No. OK0027138. Recently, DEQ issued a Consent Order (CO) No. 19-289 that requires Owner to perform certain tasks to eliminate OPDES permit violations from its WWTP. Owner requested Tetra Tech to assist in the consent order negotiations and to provide professional engineering services to comply with the requirements of the CO. Specifically, the CO requires the Owner to submit an approvable engineering report to DEQ by September 1, 2020 for eliminating the permit limit violations at the WWTP.

On March 9, 2020, representatives from Tetra Tech and S2 Engineering met with Owner management to discuss the CO and level of efforts to develop the scope of work. Based on the meeting, the scope of the project is described below.

II. SCOPE OF THE PROJECT

The scope of the Project is proposed to meet the objectives as specified in the consent order and at the request of the Owner.

- A. Task 1 – Consent Order Coordination** includes coordination by the Engineer with the Owner and ODEQ to address the consent order and attend the settlement hearing(s). Additional details regarding this task can be found under Section III – Scope of Services.

III. SCOPE OF SERVICES

The following summarizes the detailed scope of services for the project. The

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Engineer shall perform the following:

TASK 1 – CONSENT ORDER COORDINATION

- A. Historical Data Review/Collection.** The Engineer shall review historical data provided by the Owner such as WWTP MORs, Bio-Monitoring Reports, permit discharge limits, potable water usage, and other pertinent data for general understanding and developing information for discussion ODEQ.
- B. Project Management.** The Engineer shall provide overall project management, quality control, and coordination through the course of the consent order coordination, which is anticipated to last 6 months. The Engineer shall provide project initiation, setup, continual coordination and communication with the project team and the Owner and project scheduling.
- C. Meetings.** The Consent Order required a response from GUSA within 30-days. GUSA has notified ODEQ of GUSA's request for a settlement hearing. The Engineer shall coordinate and consult with the Owner throughout the course of the consent order coordination phase of the project. The Engineer shall hold internal team and planning review meetings. The Engineer shall attend the settlement hearing conference in Oklahoma City with the Owner and hold a post settlement conference meeting for review and coordination with the Owner and ODEQ.

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
CONSENT ORDER COORDINATION**

COMPENSATION

The following compensation provisions shall be made a part of the Agreement dated the ____ day of _____ 2020.

I. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER:

- A. Basic Engineering Services.** For basic engineering services performed under Article 3, the Owner will pay the Engineer a lump sum of \$12,700.
- B. Additional Engineering Services.** For authorized services performed by the Engineer which are outside the Scope of Services outlined in Attachment A of this Agreement, the Owner will pay the Engineer at the hourly rates, plus direct expenses, set forth in TETRA TECH's Rate Schedule (Attachment D).

II. TIMES OF PAYMENT: Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month.

- A. Basic Engineering Services.** For the basic engineering services performed under Article 3, monthly payments shall be made in proportion to services performed.
- B. Additional Engineering Services.** For additional engineering services, monthly payments by the Owner shall be based on detailed invoices from Engineer for work completed.

B-1

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**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
CONSENT ORDER COORDINATION**

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special Owner responsibilities and contract conditions shall be made a part of the Agreement dated the ____ day of _____ 2020.

I. OWNER RESPONSIBILITIES

1. Owner shall furnish to Engineer all available information pertinent to the Project including previous engineering reports/studies, as-built or design drawings, monthly operating reports (MORs), Bio-monitoring reports, discharge permit limits, potable water usage and any other data relative to the project.
2. Owner shall examine all letters, memos, studies, reports, sketches, estimates, drawings, proposals, and other documents presented by the Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

II. SPECIAL CONDITIONS

None.

C-1

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**ATTACHMENT D
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
CONSENT ORDER COORDINATION**

RATE SCHEDULE

The following hourly rates shall apply as described in Attachment B and shall be made a part of the Agreement dated the ____ day of _____ 2020. (List effective January 1st, 2019)

I. PROFESSIONAL FEES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state and local taxes, plus profit.

Professional Services

Principal in Charge	\$275.00
Senior Engineer 3	\$250.00
Senior Engineer 2	\$225.00
Senior Project Manager	\$240.00
Project Manager 1	\$165.00
Project Engineer 1	\$135.00
Engineer 1	\$ 95.00
Engineer 2	\$105.00
Senior Technician 1	\$135.00
Senior CAD Designer 1	\$130.00
Senior CAD Designer 2	\$140.00
Senior Contract Administrator	\$120.00
Project Administrator	\$ 95.00

II. REPRODUCTION

Charges for reproduction will be billed at cost plus 15% markup. Volume printing (bid documents and special drawing packages) will be billed at equivalent commercial rates.

III. DIRECT COSTS

D-1

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- A. Travel. Travel from the office on Project-related business will be billed at the hourly rates specified in Section I above. Charges for transportation, meals, lodging, gratuities, etc., will be billed at cost plus 15% markup. Automobile travel (mileage) shall be billed at current approved government rates plus 15% markup.
- B. Other. All other direct costs not covered herein shall be invoiced to the client at direct cost plus 15% for handling.

IV. ADJUSTMENT CLAUSE

The rates and costs described in this Agreement may be revised only by written mutual consent.

**ATTACHMENT E
TO
AGREEMENT FOR ENGINEERING SERVICES
BETWEEN
GLENPOOL UTILITY SERVICE AUTHORITY, OWNER
AND
TETRA TECH, INC., ENGINEER
FOR
CONSENT ORDER COORDINATION**

SCHEDULE

The following schedule shall be made a part of the Agreement dated the ____ day of _____ 2020.

The consent order coordination work shall be completed within 180 days from the notice to proceed unless terminated earlier or extended further in a separate writing by the parties.

E-1

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SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

KEVIN STITT
Governor

February 10, 2020

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Timothy Fox, Chairman
c/o Roger Kolman, City Manager
Glenpool Utility Services Authority
P.O. Box 70
Glenpool, Oklahoma 74033-0070

Re: Consent Order 19-289
Glenpool Utility Services Authority Wastewater Treatment Facility
Facility No. S-20430
OPDES Permit No. OK0027138
Problem(s): Permit Violation(s); 5-day Biochemical Oxygen Demand Exceeded Permit Limits

Dear Mr. Fox:

The enclosed Consent Order 19-289 requires the Glenpool Utility Services Authority ("Authority") to perform certain tasks to eliminate OPDES Permit violations from its wastewater treatment facility (WWTF). The Consent Order establishes Tasks and a schedule to bring the WWTF into compliance with Oklahoma statutes and regulations. This Consent Order also requires the Authority to pay an administrative penalty as outlined in Paragraph 17 of this Consent Order.

Please sign and mail the original to me at: Department of Environmental Quality, Water Quality Division, P.O. Box 1677, Oklahoma City, OK 73101-1677. **A file-stamped copy of the signed original will be returned to you.** **If this Consent Order is not signed and returned to DEQ within thirty (30) days of receipt, we will pursue other enforcement actions to ensure compliance.**

If you have any questions concerning this Consent Order, please contact Toby Harden, E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, at (918) 293-1640 or write to Mr. Harden at the letterhead address.

Sincerely,


for Shellie R. Chard, Director
Water Quality Division
Oklahoma Department of Environmental Quality

Enclosure: As stated

707 NORTH ROBINSON, P.O. BOX 1677, OKLAHOMA CITY, OKLAHOMA 73101-1677

printed on recycled paper with soy ink



**OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER QUALITY DIVISION**

**IN THE MATTER OF:
GLENPOOL UTILITY SERVICES
AUTHORITY,**

RESPONDENT,

CASE NO. 19-289

**FACILITY NO. S-20430
PERMIT NO. OK0027138
PROBLEM(S): Permit Violation(s); 5-day
Biochemical Oxygen Demand
Exceeded Permit Limits**

CONSENT ORDER

The parties to this case, the Oklahoma Department of Environmental Quality ("DEQ") and Glenpool Utility Services Authority ("Respondent") agree to this Consent Order in order to resolve certain environmental compliance issues.

This Consent Order supersedes and closes Notice of Violation No. S-20430-16-1.

FINDINGS OF FACT

1. Respondent owns and operates a publicly owned treatment works ("POTW"), which serves the residents of the City of Glenpool in Tulsa County, Oklahoma. The POTW consists of wastewater collection lines, appurtenances, and an aerated discharging lagoon wastewater treatment facility ("WWTF") located in the SW ¼, NW ¼, Section 11, Township 17 North, Range 12 East of the Indian Meridian, Tulsa County, Oklahoma. The WWTP discharges treated effluent to the Arkansas River pursuant to Oklahoma Pollution Discharge Elimination System (OPDES) Permit No. OK0027138 ("Permit") that DEQ issued to Respondent, and which became effective February 1, 2017.

2. Respondent is required to submit Discharge Monitoring Reports ("DMRs") monthly. Since December 2015, Respondent has reported the following Permit limit violations in its DMRs:

Month	Parameter (Units)	Reported Results	Permit Limits
Dec. 2015	BOD ₅ conc, mo avg (mg/L)	42.4	30
Dec. 2015	BOD ₅ conc, wk avg (mg/L)	50	45

21 TOTAL

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Month	Parameter (Units)	Reported Results	Permit Limits
Dec. 2015	BOD ₅ loading, mo avg (lb/d)	559.83	360
Jan. 2016	BOD ₅ conc, wk avg (mg/L)	53	45
Feb. 2016	BOD ₅ conc, mo avg (mg/L)	36.75	30
Feb. 2016	BOD ₅ conc, wk avg (mg/L)	55	45
Apr. 2016	BOD ₅ conc, wk avg (mg/L)	68	45
Aug. 2016	BOD ₅ conc, mo avg (mg/L)	49	30
Aug. 2016	BOD ₅ conc, wk avg (mg/L)	52	45
Apr. 2017	BOD ₅ conc, mo avg (mg/L)	33.75	30
Apr. 2017	BOD ₅ conc, wk avg (mg/L)	72	45
Dec. 2017	BOD ₅ conc, mo avg (mg/L)	56.25	30
Dec. 2017	BOD ₅ conc, wk avg (mg/L)	82	45
Feb. 2018	BOD ₅ conc, mo avg (mg/L)	70.25	30
Feb. 2018	BOD ₅ conc, wk avg (mg/L)	85	45
Feb. 2018	BOD ₅ loading, mo avg (lb/d)	498.55	360
Mar. 2018	BOD ₅ conc, mo avg (mg/L)	48.75	30
Mar. 2018	BOD ₅ conc, wk avg (mg/L)	78	45
Feb. 2019	BOD ₅ conc, mo avg (mg/L)	48.25	30
Feb. 2019	BOD ₅ conc, wk avg (mg/L)	77	45
Mar. 2019	BOD ₅ conc, mo avg (mg/L)	64.5	30
Mar. 2019	BOD ₅ conc, wk avg (mg/L)	89	45
Mar. 2019	BOD ₅ loading, mo avg (lb/d)	484.79	360
Apr. 2019	BOD ₅ conc, mo avg (mg/L)	33.8	30
Apr. 2019	BOD ₅ conc, wk avg (mg/L)	111	45
Nov. 2019	BOD ₅ conc, mo avg (mg/L)	31.95	30
Nov. 2019	BOD ₅ conc, wk avg (mg/L)	62	45

3. On October 18, 2016, DEQ issued Respondent Notice of Violation ("NOV") No. S-20430-16-1 for 5-day biochemical oxygen demand ("BOD₅") Permit limit violations during the December 2015, January 2016, February 2016, April 2016, and August 2016 monitoring periods as reported on monthly Discharge Monitoring Reports ("DMRs"). On October 31, 2016, DEQ received a response to the NOV from Respondent that stated that the violations had occurred as a result of excessive rainfall and equipment failures at the WWTF that had since been corrected.

4. On February 24, 2017, DEQ issued Respondent a letter that stated that the efficacy of Respondent's corrective actions would be monitored through submittal of the September 2017 DMR. As noted in Paragraph 2 above, Respondent has continued to report Permit limit violations.

5. On January 30, 2018, DEQ issued a letter to Respondent requesting a schedule for performing corrective actions to bring the WWTF into compliance with the Permit. On April 13, 2018, DEQ received a response to the schedule request from Respondent. The response stated that

Respondent believed the violations occurred due to nitrification of samples during the testing process, and proposed that Respondent be allowed to modify its Permit to test for carbonaceous 5-day biochemical oxygen demand ("CBOD₅") to prevent sample nitrification, following a twelve month study comparing the results of BOD₅ and CBOD₅ analyses on WWTF effluent samples.

6. On August 2, 2019, Toby Harden, E.I., District Representative, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, spoke with Wes Richter, Public Works Director for Respondent. During this conversation, Mr. Richter stated that CBOD₅ and ammonia samples had been collected and analyzed for approximately one year in conjunction with the Permit-required BOD₅ samples. Preliminary results from Respondent indicate high effluent ammonia concentrations, which may prohibit Respondent from pursuing the Permit modification.

7. On December 16, 2019, Rob Werley, Public Works Director for Respondent, contacted Mr. Harden by email. In the email, Mr. Werley stated that Respondent had begun a recirculation study, and that Respondent had also begun bio-augmentation of the WWTP influent to assist in treatment during winter months.

8. On February 6, 2020, Mr. Harden spoke to Susan White, Assistant City Manager for Respondent, by telephone. Ms. White was notified that DEQ would be offering Respondent this Consent Order to establish a schedule to eliminate the above-described violations. Ms. White was notified of the penalty included in this Consent Order.

9. Failure to comply with the State statutes and/or rules cited above may result in harm to the environment or health and well-being of the affected public. By discharging without a permit Respondent cannot verify that Oklahoma's Water Quality Standards are being met. Failure to comply with the below-described rules allows untreated wastewater to enter the waters of the State, or elsewhere.

10. Respondent and DEQ agree that it is beneficial to resolve this matter promptly and by agreement.

11. Respondent and DEQ waive the filing of a petition or other pleading, and Respondent waives the right to a hearing.

CONCLUSIONS OF LAW

12. DEQ has regulatory jurisdiction and authority in this matter, and Respondent is subject to the jurisdiction and authority of DEQ under 27A O.S. § 1-3-101(B), 27A O.S. §§ 2-6-201 through 2-6-206, and 27A O.S. §§ 2-6-401 through 2-6-403.

13. Respondent and DEQ are authorized by 75 O.S. § 309(E) and 27A O.S. § 2-3-

506(B) to resolve this matter by agreement.

14. By failing to comply with OPDES Permit limits, Respondent violated **OAC 252:606-3-6**, which states, "Applicants must comply with the terms of the permits that are issued. Permits may contain provisions more stringent than these rules in order to meet Oklahoma Water Quality Standards (OAC 785:45), the Implementation of Oklahoma's Water Quality Standards (OAC 785:46), DEQ Water Quality Standards Implementation Plan (OAC 252:690), and the Water Quality Management Plan."

15. By exceeding Permit limits, Respondent violated **OPDES Permit OK0027138, Part I(A)**, which specifies specific concentrations and loadings of pollutants permissible in effluent from Respondent's WWTP.

ORDER

16. Based on the above paragraphs, Respondent and DEQ agree, and it is ordered by the Executive Director as follows:

Task	Due Date
A. Submit an approvable engineering report ("ER") to DEQ for eliminating Permit limit violations at the WWTF including a schedule for its implementation. If outside funding will be required to implement the report's recommendations, the report shall also comply with the guidelines approved by the Funding Agency Coordinating Team (FACT), which can be obtained on the internet at: https://www.owrb.ok.gov/financing/pdf_fin/fact/engrpt_swr.pdf	September 1, 2020

17. The Oklahoma Pollutant Discharge Elimination System Act, 27A O.S. §§ 2-6-201 through 2-6-206, authorizes DEQ to seek penalties of up to ten thousand dollars (\$10,000.00) per day of violation, for each day during which a violation of the Act, Permit, associated rules or order continues. Based on the facts and circumstances of this case, DEQ assesses a total penalty of forty-six thousand five hundred dollars (\$46,500.00).

- a. Respondent agrees that, within thirty (30) days of the effective date of this Consent Order, Respondent will pay twenty-nine thousand sixty-two dollars and fifty cents (\$29,062.50) of the assessed penalty to DEQ.
- b. DEQ agrees to defer payment of the remaining amount of the assessed penalty pending compliance with the task listed in Paragraph 16 of this Consent Order.
 - i. If Respondent fails to complete the task by the scheduled due date, the portion of the deferred penalty allocated to that task in subparagraph (iii) becomes immediately due and payable.
 - ii. If Respondent completes the task by its due date, DEQ agrees to waive the portion of

the deferred penalty allocated to that task in subparagraph (iii).

iii. Task A - \$17,437.50

All penalty payments shall be by check or money order payable to the Oklahoma Department of Environmental Quality (or ODEQ), showing the Case Number of this Consent Order, and delivered to:

Accounts Receivable
Financial & Human Resources Management
Department of Environmental Quality
P.O. Box 2036
Oklahoma City, OK 73101-2036

18. Respondent agrees that if Respondent fails to complete any of the task(s) by the specified due dates set forth in Paragraph 15 in this Consent Order, DEQ may assess stipulated penalties as follows:

<u>TASK</u>	<u>PENALTY PER DAY</u>
A.	\$140.00

Stipulated penalties begin to accrue on the day performance is due, with the total amount of stipulated penalties not to exceed seventy-five thousand dollars (\$75,000.00). If DEQ notifies Respondent that Respondent is not in compliance with this Consent Order and that stipulated penalties are being assessed, Respondent may request a hearing to contest the finding of noncompliance.

19. If Respondent fails to pay any penalty, DEQ may bring a separate action for collection of the penalty in District Court. An action by DEQ for the collection of a penalty does not affect Respondent's duty to complete the tasks required by this Consent Order.

GENERAL PROVISIONS

20. DEQ has received delegation from the United States Environmental Protection Agency to implement and enforce the Federal NPDES program. A portion of the implementation and enforcement program is to issue timely enforcement actions and impose appropriate penalties. The federal program calls for a significant increase in monetary penalties should this Consent Order be violated or future violations occur.

21. As used in this Consent Order, an "approvable" submission to DEQ is to be considered a final submission. That is, all preliminary discussions between DEQ and Respondent regarding the requirements of a submission must be concluded prior to the date the submission is due so that the submission will be approvable as submitted. If the submission is not submitted in

an approvable form by its due date, the submission will be considered late and Respondent will be subject to the stipulated penalties described in this Consent Order.

22. Respondent agrees to perform the requirements of this Consent Order within the time frames specified unless performance is prevented or delayed by events which are a "force majeure." For purposes of this Consent Order, a force majeure event is defined as any event arising from causes beyond the reasonable control of Respondent or Respondent's contractors, subcontractors, or laboratories that delays or prevents the performance of any obligation under this Consent Order. Examples are vandalism, fire, flood, labor disputes or strikes, weather conditions which prevent or seriously impair construction activities, civil disorder or unrest, and "acts of God." Force majeure events do *not* include increased costs of performance of the tasks agreed to in this Consent Order or changed economic circumstances. Respondent must notify DEQ in writing within fifteen (15) days after Respondent knows or should have known of a force majeure event that is expected to cause a delay in achieving compliance with any requirement of this Consent Order. Failure to submit notification within fifteen (15) days waives the right to claim a force majeure.

23. Respondent and DEQ may amend this Consent Order by mutual consent. Such amendments must be in writing and the effective date of the amendments will be the date on which they are filed by DEQ. Any amendment to this Consent Order may require the payment of an administrative penalty.

24. Upon their approval by DEQ, any final reports, plans, specifications, schedules, and attachments required under this Consent Order are incorporated into it and enforceable under it. Failure to respond within a reasonable time to any errors, deficiencies, or other regulatory requirements identified by DEQ is a violation of this Consent Order.

25. No informal advice, guidance, suggestions, or comments by employees of DEQ regarding reports, plans, specifications, schedules, and other writings affect Respondent's obligation to obtain written approval by DEQ, when required by this Consent Order.

26. Respondent agrees to allow agents of DEQ entry onto Respondent's property, at reasonable times and without advance notice, for the purposes of inspecting, sampling, testing, reviewing records, and other authorized activities to assess compliance with Oklahoma statutes and rules and this Consent Order. If Respondent is required to sample or test, Respondent agrees to give DEQ reasonable notice of the sampling or testing date and time, and allow DEQ to observe and/or split-sample.

27. Unless otherwise specified, any report, notice, or other communication required

under this Consent Order must be in writing and must be sent to:

For DEQ:

Toby Harden, E.I., District Representative
Municipal Wastewater Enforcement Section
Water Quality Division
Department of Environmental Quality
P.O. Box 1677
Oklahoma City, Oklahoma 73101-1677

For Respondent:

Timothy Fox, Chairman
Glenpool Utility Services Authority
P.O. Box 70
Glenpool, Oklahoma 74033-0070

28. This Consent Order is enforceable as a final order of the Executive Director of DEQ. DEQ retains jurisdiction of this matter for the purposes of interpreting, implementing, and enforcing the terms and conditions of this Consent Order and for the purpose of resolving disputes.

29. Nothing in this Consent Order limits DEQ's right to take enforcement action for violations discovered or occurring after the effective date of this Consent Order.

30. Nothing in this Consent Order excuses Respondent from its obligation to comply with all applicable federal, state and local statutes, rules, and ordinances. Respondent and DEQ agree that the provisions of this Consent Order are considered severable, and if a court of competent jurisdiction finds any provisions to be unenforceable because they are inconsistent with state or federal law, the remaining provisions will remain in full effect.

31. The provisions of this Consent Order apply to and bind Respondent and DEQ and their officers, officials, directors, employees, agents, successors, and assigns. No change in the ownership or corporate status of Respondent will affect Respondent's responsibilities under this Consent Order.

32. Compliance with the terms and conditions of this Consent Order fully satisfies Respondent's liability to DEQ for all items of noncompliance in this Consent Order. If Respondent satisfies the requirements of this Consent Order, DEQ will not pursue any other remedy, sanction, or relief that might otherwise be available to address the issues of noncompliance in this Consent Order. Nothing in this Consent Order shall be deemed to satisfy Respondent's liability, if any, for actions or remedies not within the scope of authority of DEQ.

33. This Consent Order is for the purpose of settlement. Neither the fact that Respondent

and DEQ have agreed to this Consent Order, nor the Findings of Fact and Conclusions of Law in it, shall be used for any purpose in any proceeding except the enforcement by Respondent and DEQ of this Consent Order and, if applicable, a future determination by DEQ of eligibility for licensing or permitting. As to others who are not parties to this Consent Order, nothing contained in this Consent Order is an admission by Respondent of the Findings of Fact or Conclusions of Law, and this Consent Order is not an admission by Respondent of liability for conditions at or near the facility and is not a waiver of any right, cause of action, or defense Respondent otherwise has.

34. Respondent and DEQ agree that the venue of any action in district court for the purposes of interpreting, implementing, and enforcing this Consent Order will be Oklahoma County, Oklahoma.

35. The requirements of this Consent Order will be considered satisfied and this Consent Order terminated when Respondent receives written notice from DEQ that Respondent has demonstrated that all the terms of the Consent Order have been completed to the satisfaction of DEQ, and that any assessed penalty has been paid.

36. The individuals signing this Consent Order certify that they are authorized to sign it and to legally bind the parties they represent.

37. This Consent Order becomes effective on the date of the later of the two signatures below.

**FOR GLENPOOL UTILITY SERVICES
AUTHORITY:**

**TIMOTHY FOX
CHAIRMAN**

DATE

**FOR OKLAHOMA DEPARTMENT
OF ENVIRONMENTAL QUALITY:**

**SCOTT A. THOMPSON
EXECUTIVE DIRECTOR**

DATE