

**AMENDMENT NO. 1 AND RENEWAL
PRICING AGREEMENT
WCA OF OKLAHOMA, LLC (C209028)**

This amendment and renewal “Amendment No. 1 and Renewal” to pricing agreement (C209028) “Pricing Agreement” for the disposal of various waste during Federal Emergency Management Agency “FEMA” declared emergencies is made and entered into by and between the Oklahoma City Water Utilities Trust, otherwise referred to as “OCWUT,” and WCA of Oklahoma, LLC, otherwise referred to as “WCA,” (collectively referred to as the Parties).

WITNESSETH:

WHEREAS, the Oklahoma City Environmental Assistance Trust “OCEAT” and WCA entered into a five (5) year Pricing Agreement on January 21, 2020, for the disposal of various waste during FEMA declared emergencies; and

WHEREAS, on March 2, 2021, OCEAT merged with the Oklahoma City Water Utilities Trust “OCWUT” and thereby transferred all agreements, including the Pricing Agreement, to OCWUT; and

WHEREAS, the Pricing Agreement is eligible for a three (3) year renewal term, and the Parties wish to renew the Pricing Agreement; and

WHEREAS, it is in the best interest of the Parties to amend the Pricing Agreement to remove certain language that places an annual three percent (3%) limitation on the increase or decrease of the U.S. Bureau of Labor’s Consumer Price Index, South Region, All Urban Consumers “CPI-U”; and

WHEREAS, the Parties agree to amend the Pricing Agreement to revise language regarding the annual CPI-U.

NOW, THEREFORE, in mutual consideration herein described and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

These items pertain to the Pricing Agreement (C209028)

1. The Parties agree to amend the COST ADJUSTMENT TERMS with the following language:

COST ADJUSTMENT TERMS

The unit prices will be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region, All Urban Consumers ("CPI-U"). The annual rates shall be adjusted upward or downward on February 1 of each year based on the following formula. For purposes of calculating an adjustment, the base rate for the adjustment shall be the annual CPI-U rate for the calendar year preceding the year adjustment is made. As soon as possible after the annual CPI-U (South Region, All Urban Consumers) data is published, the Bidder shall send to OCEAT a rate adjustment statement providing the relevant data, the calculated increase or decrease, and a form reflecting the newly adjusted unit prices. Adjustments to the unit prices will be made only in units of one cent (\$0.01). In any year, if the total adjustment exceeds five percent (5%), the Parties agree to negotiate the annual adjustment by separate written agreement.

New Unit Price = Existing unit price(s) * (((CPI_{In} – CPI_{Io})/CPI_{Io})+1)

Where, CPI_{In} = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar year of the adjustment.

CPI_{Io} = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar year.

To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

FURTHERMORE, except as modified and amended herein, all other terms and provisions of the Pricing Agreement shall remain in full force and effect and are binding on the Parties.

[Signature page to follow]

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 25TH day of FEBRUARY, 2025.

ATTEST:

OKLAHOMA CITY WATER UTILITIES

Amy K. Simpson
SECRETARY



Joe Cook
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 11TH day of MARCH, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K. Simpson
CITY CLERK

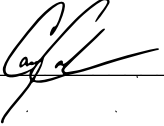


David Holt
MAYOR

REVIEWED for form and legality.

Frank Green
ASSISTANT MUNICIPAL COUNSELOR

WCA OF OKLAHOMA, LLC

By:  _____

Printed Name: _____ Carey Calabrese

Title: _____ Area Vice President

Date: _____ 1/22/25

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY

City of Oklahoma City or related Public Trust:

This letter authorizes Carey Calabrese

(PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of WCA of Oklahoma, LLC

(CONTRACTING ENTITY)

Sincerely,



Signature of Authorizing Officer

President

Printed Title

1/30/2025

Date

Patrick Dovigi
Printed Name of Authorizing Officer

legalmatters@gflenv.com
Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):

Corporation	The authorizing officer must be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer must be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer must be: General Partner
Joint Venture	The authorizing officer must be: An Authorized Officer of Each of the Ventures



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services(Primary Casualty) 45 Executive Drive, Plainview, NY 11803 NFP Canada Corp* 100 King Street West -Suite 5140 Toronto ON M5X 1E1	CONTACT NAME: COMPLEX RISK NE PHONE (A/C, No, Ext): 516-327-2700 E-MAIL ADDRESS: RiskCerts@nfp.com FAX (A/C, No):
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd Southfield MI 48076	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Insurance Company of Pittsburg INSURER B: AIU Insurance Company INSURER C: AIG Insurance Company of Canada INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1008008840**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Loc/Project Agg	Y		3372590	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 20,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 Per Loc/Project Agg \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4805470	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		RMGL80777689*	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 65,000,000 AGGREGATE \$ 65,000,000 imits shown in CND\$ \$
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC062790906 WC062790907 WC062790908	6/1/2024 6/1/2024 6/1/2024	6/1/2025 6/1/2025 6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*AIG Insurance Company of Canada - AMB # 085727

Certificate holder is included as an additional insured in accordance with the policy provisions of the General Liability and Automobile Liability Policy as required by written contract. Umbrella/Excess follows form over General Liability, Auto Liability and Employers Liability except in the case that there is a contradictory provision in the Umbrella Policy.

CERTIFICATE HOLDER**CANCELLATION**

The City of Oklahoma City
and the Oklahoma City Water Utilities Trust (OCWUT)
Attn: Rebecca Canvar
420 W. Main St., Suite 500
Oklahoma City OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GFL ENVIRONMENTAL HOLDINGS (US), INC.

American Waste, Inc.
Baldwin Pontiac LLC
County Waste of Pennsylvania, LLC
EMA Development, LLC
GFL Earth Services, Inc.
GFL Environmental Real Property, Inc.
GFL Environmental Services USA, Inc.
GFL Environmental USA Inc.
GFL Holdco (US), LLC
GFL North Michigan Landfill, LLC
GFL Slim Jim 2, LLC
GFL Slim Jim 3, LLC
Green Ridge Recycling and Disposal Facility, LLC
Hazar Bestos Corporation
J&E Recycling, LLC
North Andrews Employment Park, LLC
Northeastern Environmental, LLC
Northeastern Exploration, Inc.
Northern A-1 Industrial Services, L.L.C
Soil Safe of California, Inc.
Soil Safe, Inc.
South Andrews Employment Park, LLC
Spare Lots, LLC
SWD Specialties, LLC
WCA Waste Corporation
Wexford County Landfill, LLC
Wexford Water Technologies LLC
Wrangler Holdco Corp.
Coulter Companies, Inc.
PDC Services, Inc.
Area Disposal Service, Inc.
Tazewell County Landfill, Inc.
Peoria Disposal Company
Hickory Ridge Landfill, Inc.
Clinton Landfill, Inc.
Area Recycling, Inc.
Pink Trash Company Inc. dba Potomac Disposal
GFL Plant Services LP
Sugar Landfill LP
GFL Recycling Center - Northeast, LLC
Conroe Landfill, LP
GFL Triple-S Compost, LLC

GFL ENVIRONMENTAL HOLDINGS (US), INC. (Cont'd)

Bunn Box, LLC
Bunn Excavating
GFL Environmental Services Heartland
Earth Environmental LLC (effective 8/1/23)
Earth Environmental 2 LLC (effective 8/1/23)
GFL of Virginia, LLC (effective 1/1/23)
Angelo's Aggregate Materials, Ltd dba Angelo's Recycled
Materials (effective 4/2/24 for WC - effective 4/30/24
for all other policies)

WASTE INDUSTRIES USA, LLC.

Black Creek Renewable Energy, LLC
ETC of Georgia, LLC
GFL Everglades Holdings LLC
Haw River LandCo, LLC
L&L Disposal, LLC
Lakeway LandCo, LLC
Lakeway Sanitation & Recycling C&D, LLC
Lakeway Sanitation & Recycling MSW, LLC
Laurens County Landfill, LLC
Red Rock Disposal, LLC
S&S Enterprises of Mississippi, LLC
Safeguard Landfill Management, LLC
Sampson County Disposal, LLC
Southeastern Disposal, LLC
Transwaste Services, LLC
Wake County Disposal, LLC
Wake Reclamation, LLC
Waste Industries Atlanta, LLC
Waste Industries of Delaware, LLC
Waste Industries of Maryland, LLC
Waste Industries of Pennsylvania, LLC
Waste Industries of Tennessee, LLC
Waste Industries USA, LLC
Waste Industries, LLC
Waste Services of Decatur, LLC
WI Burnt Poplar Transfer, LLC
WI High Point Landfill, LLC
WI Shiloh Landfill, LLC
Wilmington LandCo, LLC

WCA WASTE SYSTEMS, INC.

Gish Holdings, Inc.
 Eagle Ridge Landfill, LLC
 Fort Bend Regional Landfill, L.P.
 Jones Sanitation, L.L.C.
 N.E. Land Fill, LLC
 Pauls Valley Landfil, LLC
 Ruffino Hills Transfer Station, L.P.
 Sooner Waste, LLC
 Waste Corporation of Arkansas, LLC
 Waste Corporation of Kansas, LLC
 Waste Corporation of Missouri, LLC (WCA of Missouri, LLC)
 Waste Corporation of Tennessee, LLC
 Waste Corporation of Texas, L.P. dba GFL of Texas, LP
 WCA – Kansas City Transfer, LLC
 WCA Cares, Inc.
 WCA Management Company, LP
 WCA Management General, Inc.
 WCA Management Limited, Inc.
 WCA of Alabama, L.L.C.
 WCA of Central Florida, Inc.
 WCA of Tennessee, LLC
 WCA of Oklahoma, LLC
 WCA of St. Lucie, LLC
 WCA Texas Management General, Inc.
 WCA Waste Corporation
 WCA Waste Systems, Inc.

GFL EVERGLADES HOLDINGS LLC

Arbor Hills Landfill, Inc.
 Cobb County Transfer Station, LLC
 Eagle Bluff Landfill, Inc.
 Eagle Point Landfill, LLC
 Emerald Park Landfill, LLC
 GFL Muskego LLC
 GFL Solid Waste Midwest LLC
 GFL Solid Waste Southeast LLC
 Glacier Ridge Landfill, LLC
 Gwinnett Transfer Station, LLC
 Hickory Meadows Landfill, LLC
 Hoosier Landfill, Inc.
 Land & Gas Reclamation, Inc.
 Mallard Ridge Landfill, Inc.
 Montgomery Transfer Station, LLC
 Mountainview Landfill, Inc.
 Opelika Transfer Station, LLC

GFL EVERGLADES HOLDINGS LLC - Continued

Smyrna Transfer Station, LLC
 Stone's Throw Landfill, LLC
 Tallassee Waste Disposal Center, Inc.
 Welcome All Transfer Station, LLC
 PH Land, LLC.
 Alabama Dumpster Service, L.L.C.
 Rock N Bar D, LLC.
 Wood Island Waste Management, Inc.

VARIOUS

Brent Run Landfill, Inc.
 Central Missouri Renewable Natural Gas, LLC
 Dafter Sanitary Landfill, Inc.
 Desoto Landfill, LLC
 DeSoto Recycling & Disposal, L.L.C.
 EcoSouth DeSoto Holdings, LLC
 EcoSouth Florida Intermediate, LLC
 EcoSouth Florida Subsidiary OpCo, LLC
 EcoSouth Florida, LLC
 Eden RNG LLC
 Emerald RNG LLC
 Ft. Meade Landfill, LLC
 Gabbert LLC
 GFL (Texas) Real Property LLC
 GFL Birmingham, LLC
 GFL Florida Holding Company LLC
 GFL Leasing USA, LLC
 GFL Renewables LLC
 GFL Renewables Colorado LLC
 GFL Renewables Paragon LLC
 GFL Wrangler Holdco US 2, Inc.
 GFL Wrangler US 1, LLC
 GFL Wrangler US 2, LLC
 GFL Wrangler US 3, LLC
 GFL Wrangler US 4, LLC
 GFL Wrangler US 5, LLC
 GFL Wrangler US 6, LLC
 Green Meadows Operations LLC
 Green Meadows RNG LLC
 GWS Transfer LLC
 M & G CD Disposal Facility, L.L.C.
 Otis Road Landfill, LLC
 Sapphire RNG LLC
 Saturn Renewables LLC
 TST Ventures, LLC

GFL NAMED INSURED CERTIFICATE ATTACHMENT - 01/01/2025

Renewable Energy – Eagle Point, LLC

WCA GP LLC

Seven Mile Creek Landfill, LLC

GFL Environmental 2025 Inc.