

OKLAHOMA CITY WATER UTILITIES TRUST

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

ATTEST:

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:

Amy K. Simpson
CITY CLERK

 David Holt
MAYOR

REVIEWED for form and legality.

Heath Green
Assistant Municipal Counselor

PERFORMANCE BOND

WCA of Oklahoma, LLC a corporation organized and existing under the laws of the State of Oklahoma ("Principal"), and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of MA, ("Surety"), are jointly and severally bound unto the Oklahoma City Water Utilities Trust ("OCWUT") and its sole beneficiary, The City of Oklahoma City, in the amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), in accordance with the terms and provisions hereof.

WITNESSETH:

WHEREAS, the Principal and OCWUT elected to enter into a three (3) year renewal for the Professional Service Agreement for C209024 and C209028 disposal of various waste as landfills (hereinafter referred to as the "Agreement" which is made a part hereof); and

WHEREAS, pursuant to the Agreement, the Principal is required to provide OCWUT with a properly executed Performance Bond throughout the initial term and any renewals provided for in the Agreement; and

WHEREAS, the Principal chose to acquire this Surety for the three (3) year renewal term effective the February 1, 2025 through January 31, 2028; and

WHEREAS, this Performance Bond is executed for the benefit of the Oklahoma City Water Utilities Trust and The City of Oklahoma City ("Oklahoma City") and is binding upon the Principal and Surety, their successors and assigns.

NOW, THEREFORE, the terms and provisions of this Performance Bond "(Bond)" shall be as follows:

This Bond shall be enforceable in an amount of up to \$ 2 5 0 , 0 0 0 . 0 0 against the Principal and Surety, their successors and assigns, by OCWUT and/or Oklahoma City, for any and all costs, expenses, fees, charge, damages, injuries, and losses incurred by the OCWUT or Oklahoma City for the failure of the Principal to fully and timely perform the Agreement, as solely determined by the OCWUT and Oklahoma City, performed by Principal as provided for in the Agreement. Provided, however, this Bond shall not be deemed to limit the liability of the Principal to OCWUT and/or Oklahoma City under the Agreement or otherwise under applicable law.

It is expressly agreed and understood by the parties hereto that changes, amendments, or alterations in said Agreement or deviations from the plan or mode of performance, mutually agreed between the Principal and the OCWUT, shall not have the effect of releasing or limiting the obligations of the Principal or the Surety, or their successors and assigns, under this Bond. In addition, it is expressly agreed by the parties hereto that the rights provided by this Bond shall not limit any other right of the Oklahoma City Water Utilities Trust and The City of Oklahoma City under the Agreement or by law to recovery for any costs, expense, fees, charges, , damages, injuries, or loss caused by the Principal.

The failure of Principal to fully and timely perform the requirements of the Agreement or meet any applicable legal or regulatory requirements enacted subsequent to the date of this Bond shall not give rise to liability of Surety under this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have caused this Bond to be executed by its duly authorized officer and agents, respectively.

EXECUTED this 24th day of January, 2025 by the Principal.

ATTEST:

WCA of Oklahoma, LLC
Principal (Company Name)

Denni Johnson
(Witness - Secretary)

[Signature]
(Authorized Officer) Eva Mazzaferro

Denni Johnson
Senior Treasury Analyst

As VP, Treasury & Shared Services

EXECUTED this 24th day of January, 2025 by the Surety.

ATTEST:

Liberty Mutual Insurance Company
Surety (Company Name)

Ashley Samuelson
(Witness - Ashley Samuelson)

Kinga Chomej
(Attorney-in-Fact) Kinga Chomej

Attach Power of Attorney for Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8212535 - 984634**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Alan H. Wise, Betty E. Ballard, Bradley D. Corkwell, E. Mitzi Hines, Kinga Chomej, Matthew Raino, Nicole M. Colley

all of the city of Charlotte state of NC each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of October, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of October, 2024 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2025.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



An Aon Company

Remit to: NFP Property & Casualty Services, Inc.
PO Box 200522
Dallas, TX 75320-0522

Phone: (516) 327-2700

INVOICE

INVOICE #	ACCOUNT #
832501	GFLSOLI-01
INVOICE DATE	BALANCE DUE ON
1/27/2025	2/1/2025
AMOUNT PAID	AMOUNT DUE
	\$4,125.00

Account Name: GFL Solid Waste Midwest LLC

WCA of Oklahoma, LLC
100 New Park Place #500
Vaughan, ON L4K 0H9

Payment Options

1. Pay via ACH or Wire, see instructions below.
2. Pay On-line at: <https://nfp-nor.epaypolicy.com>
Note: ePay charges a small fee for ACH transfers and a percentage of the amount on credit card payments.
3. Mail check to: NFP Property & Casualty Services, Inc.
See Remittance Address Above

Premium due upon receipt or by the due date shown, whichever is later.

Please include the invoice number to help us identify your payment.

Wire or ACH Transfer:

Account Name: NFP Property & Casualty Services Inc
Bank Name: Wells Fargo Bank
Bank Address: 420 Montgomery Street, San Francisco, CA 94104

Routing: 121000248
Checking Account: 2000037948463
Bank Swift: BIC WFBUS6S (International)

Carrier: Liberty Mutual Insurance Companies

Policy Period: 2/1/2025 to 1/31/2028

POLICY TYPE	POLICY NUMBER	EFF. DATE	DESCRIPTION	AMOUNT
Contractor Bond	018236917	2/1/2025	Oklahoma City Environmental Assistance Trust	\$4,125.00

This invoice is for Oklahoma City Environmental Assistance Trust for C209024 - Disposal of Various Waste at Landfills. The bond amount is \$250,000.00. The term is 02/01/25-01/31/28.

TOTAL INVOICE BALANCE: \$4,125.00

Handwritten signature

$$250,000 \times .55\% = 1375$$

$$1,375 \times 3 \text{ yrs} = 4,125$$

Premiums paid by the Client to NFP for remittance to insurers and Client premium refunds paid to NFP by insurance companies for remittance to the Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or the Client. Subject to such laws and the applicable insurance company's consent, where required, NFP will retain the interest or investment income earned while such funds are on deposit in such accounts.

Overnight Lockbox Services 200522, National Financial Services, 2975 Regent Blvd, Suite 100, Irving, TX 75063

1/27/2025

Page 1 of 1


For informational purposes only. This document does not amend, extend, or alter coverage. Please refer to any actual policy(s) for specific terms, conditions, limitations, and exclusions. P&C Insurance Services provided through NFP Property & Casualty Services, Inc.. Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # OF15715). LA&H Insurance Services provided through NFP Corporate Services (NY), LLC. Doing business in California as NFP Corporate Insurance Services, LLC (License # OF44161). Both entities are subsidiaries of NFP Corp. (NFP).

COLN11

OFFICER'S CERTIFICATE
GFL ENVIRONMENTAL INC.
(the "Corporation")

Re: Power of attorney to provide signing authority to Eva Mazzaferro and Veeral Mehta for performance bonds, performance guarantees, and other surety or indemnity agreements associated with such performance bonds, guarantees or surety agreements.

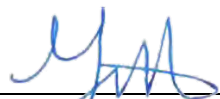
The undersigned, Patrick Dovigi, in his capacity as President and CEO of the Corporation, hereby certifies, in his capacity as an officer of the Corporation and not in his personal capacity and without personal liability, that pursuant to the governing corporate documents of the Corporation, there is no requirement for a board resolution naming **Eva Mazzaferro, Vice President, Treasury and Shared Services** and **Veeral Mehta Director, Treasury & Capital Planning**, as authorized to sign performance bonds, performance guarantees, and other surety or indemnity agreements associated with such performance bonds, guarantees or surety agreements on behalf of the Corporation



Name: **Patrick Dovigi**
Title: President and CEO

I, Mindy Gilbert, Secretary of the Corporation, hereby certify, for and on behalf of the Corporation, and not in my personal capacity and without personal liability, that Patrick Dovigi is the President and CEO of the Corporation and that the signature set forth above is his true signature.

Dated this 2nd day of August 2024.



Name: **Mindy Gilbert**
Title: Secretary