

**AMENDMENT AND RENEWAL No. 1  
PRICING AGREEMENT  
OKLAHOMA CITY LANDFILL, LLC dba SOUTHEAST OKC LANDFILL (C209026)**

This amendment and renewal “Amendment and Renewal” to pricing agreement (C209026) “Pricing Agreement” for the disposal of various waste is made and entered into by and between the Oklahoma City Water Utilities Trust, otherwise referred to as “OCWUT,” and Oklahoma City Landfill, LLC dba Southeast OKC Landfill (collectively referred to as the Parties).

**WITNESSETH:**

**WHEREAS**, the Oklahoma City Environmental Assistance Trust “OCEAT” and Oklahoma City Landfill, LLC dba Southeast OKC Landfill entered into a five (5) year Pricing Agreement on January 21, 2020, for the disposal of various waste; 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**, Oklahoma City Landfill, LLC dba Southeast OKC Landfill requested a cost adjustment increase for the renewal term, and the Parties negotiated a one-time cost adjustment increase of 9.13% for the contract renewal beginning February 2, 2025; and

**WHEREAS**, it is in the best interest of the Parties to amend the Pricing Agreement to reflect the negotiated cost adjustment increase and 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 include the cost adjustment increase and amend 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 (C209026)**

1. The Parties agree to an increase of 9.13% for items described in Attachment “A,” herein incorporated and made part of this Amendment and Renewal.

2. The Parties agree to no additional cost adjustment increases for the contract year from February 2, 2025 to February 1, 2026.
3. 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 after 2025, 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<sub>n</sub> – CPI<sub>o</sub>)/CPI<sub>o</sub>)+1)**

Where, CPI<sub>n</sub> = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar year of the adjustment.

CPI<sub>o</sub> = 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](http://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]

Oklahoma City Landfill, LLC dba Southeast OKC Landfill

By: \_\_\_\_\_



Printed Name: \_\_\_\_\_

PATRICK CANNON

Title: \_\_\_\_\_

GENERAL MANAGER

Date: \_\_\_\_\_

1/28/2025

**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 11TH day of FEBRUARY, 2025.

**ATTEST:**

Amy K Simpson  
SECRETARY



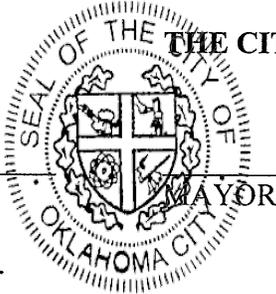
**OKLAHOMA CITY WATER UTILITIES TRUST**

Joe O'Connell  
CHAIRMAN

**CONCURRED** by the Council and signed by the Mayor of The City of Oklahoma City this 25TH day of FEBRUARY, 2025.

**ATTEST:**

Amy K Simpson  
CITY CLERK



**THE CITY OF OKLAHOMA CITY**

David Holt  
MAYOR

**REVIEWED** for form and legality.

Frank Green  
ASSISTANT MUNICIPAL COUNSELOR

**Oklahoma City Landfill  
dba Southeast Landfill  
City of Oklahoma City**

PI %  
9.13%

<u>Prices</u>	<u>Feb-24</u>	<u>Feb-25</u>
<b><u>Commercial</u></b>		
<b>Municipal Solid Waste &amp; Construction &amp; Demo</b>		
<b>Tons per Month:</b>		
<b>0-999 Tons</b>	\$ 27.29	\$ 29.78
<b>1000-2999 Tons</b>	\$ 25.08	\$ 27.37
<b>3000-4999 Tons</b>	\$ 21.64	\$ 23.62
<b>5000-9999 Tons</b>	\$ 20.07	\$ 21.90
<b>10000-19999 Tons</b>	\$ 33.08	\$ 36.10
<b>20000-49999 Tons</b>	\$ 38.61	\$ 42.14
<b>50000-74999 Tons</b>	\$ 41.35	\$ 45.13
<b>75000 and above</b>	\$ 44.12	\$ 48.15
<b>Sludge Waste per Ton</b>	\$ 27.29	\$ 29.78
<b><u>Free Landfill Day</u></b>		
<b>Price per car</b>	\$ 27.56	\$ 30.08
<b>Price per truck</b>	\$ 44.12	\$ 48.15
<b>Price per truck &amp; trailer</b>	\$ 88.25	\$ 96.31

PI Effective 2/1/25

