

**FIRST AMENDMENT TO MUNICIPAL SOLID WASTE DISPOSAL AND ENERGY RECOVERY
AGREEMENT BETWEEN BROKEN ARROW MUNICIPAL AUTHORITY AND COVANTA TULSA
RENEWABLE ENERGY, LLC**

This First Amendment ("Amendment") to the Agreement is made this ____ day of _____, 2022, by and between the Covanta Tulsa Renewable Energy LLC, formerly Covanta WBH, LLC, ("Covanta") and Broken Arrow Municipal Authority ("BAMA").

WHEREAS, BAMA and Covanta have previously entered into the above stated existing Agreement, dated October 18, 2016 (the "Agreement"); and

WHEREAS, BAMA and Covanta desire to temporarily extend the term of the existing Agreement until such time that a new stand-alone Agreement can be negotiated and executed, or a new Agreement can be negotiated and executed as a result of the pending RFP #22-945 issued by TARE and make changes as reflected herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. The current term of the Agreement expires on June 30, 2022 and is hereby extended for ninety-two (92) days until the sooner of the following occurs: (a) September 30, 2022 or (b) such time that a new stand-alone Agreement can be negotiated and executed, or a new Agreement can be negotiated and executed as a resolution to the pending RFP #22-945 issued by TARE on March 24, 2022.
2. Per Ton Disposal fee will increase to \$25.00 per ton plus ODEQ fee of \$1.25 per ton, commensurate with the Per Ton Disposal Fee proposed by Covanta in the submission for TARE RFP #22-945, effective July 1, 2022
3. Capital words used in this Amendment shall have the meaning assigned in the Agreement or in this Amendment. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, this Amendment has been executed as of the date first set forth above.

**COVANTA TULSA
RENEWABLE ENERGY, LLC**

By: _____

Name: _____

Title: _____

**BROKEN ARROW
MUNICIPAL AUTHORITY**

By: _____

Name: _____

Title: BAMA President

**BROKEN ARROW
MUNICIPAL AUTHORITY**

By: _____

Name: _____

Title: Broken Arrow City Clerk

**BROKEN ARROW
MUNICIPAL AUTHORITY**

By: _____

Name: _____

Title: Broken Arrow Counsel