

## **FIRST AMENDMENT TO EFFLUENT CONTRACT FOR IRRIGATION**

The **FIRST AMENDMENT TO EFFLUENT CONTRACT FOR IRRIGATION** (the "First Amendment") made effective as of this 21st day of February, 2017, by and between the Broken Arrow Municipal Authority, hereinafter referred to as the "Supplier" and, ISCC Managing Group, LLC d/b/a The Club at Indian Springs, hereinafter referred to as the "User." Terms used and not otherwise defined in the First Amendment shall be defined in the January 2017 Agreement.

### **WITNESSETH:**

WHEREAS, on January 17, 2017, the Seller and User entered into an Agreement ("January 2017 Agreement") whereby the parties agreed Supplier would provide and the User would accept and utilize effluent produced by the Supplier from its wastewater treatment facility for User's golf course irrigation and ornamental watering purposes; and

WHEREAS, User desires to utilize the effluent produced by the Supplier pursuant to the terms and conditions set forth in the January 2017 Agreement; and

WHEREAS, the User and Seller propose to amend the January 2017 Agreement to modify the Escherichia coli (E. coli) limits to a daily limit of 406 MPN/100 ml and a monthly geo. mean of 126 MPN/100 ml; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the January 2017 Agreement, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendment:

### **ARTICLE A AMENDMENT TO JANUARY 2017 AGREEMENT**

**A.1 Amendment to Section 6, Water Equality, involving testing frequency and limits for water reuse system:** Section 6(d), of the January 2017 Agreement, is hereby deleted in its entirety and replaced with the following:

- d. Escherichia coli (E. coli) shall be tested three (3) times per week and shall have a daily limit of 406 MPN/100 ml and a monthly geo. mean of 126 MPN/100 ml. The approved methods of testing shall be any of the following SM9221 B.1 (LTB) 2006 and SM9221 F (EC MUG)-2006, SM 9223 B-2004, Colilert Quanti-Tray-2004, or Colilert-18 Quanti-Tray-2004.

**CONTINUING TERMS OF JANUARY 2017 AGREEMENT**

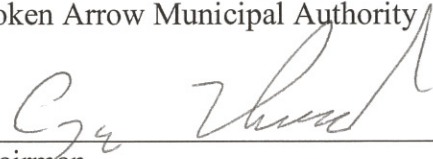
**B.1** Except as amended hereby, all terms of the January 2017 Agreement remain in full force and effect without modification or change. The January 2017 Agreement, as amended by this First Amendment, is in all respects ratified and confirmed, and the Agreement, as so amended by this First Amendment, shall be read, taken and construed as one and the same instrument.

**IN WITNESS WHEREOF**, each of the parties have caused this First Amendment to be executed by its duly authorized officials and its official seal to be impressed hereon, as of the date first above written.

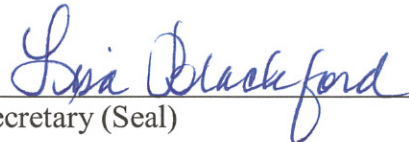
Approved as to Form:

  
\_\_\_\_\_  
Assistant City Attorney

Broken Arrow Municipal Authority

  
\_\_\_\_\_  
Chairman

Attested:

  
\_\_\_\_\_  
Secretary (Seal)

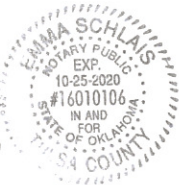



ISCC MANAGING GROUP, LLC  
d/b/a The Club at Indian Springs

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

SUBSCRIBED and sworn to before me this 14th day of February, 2017, by  
Emma Schlarb of ISCC Managing Group, LLC.

My commission no. 16010106  
My Commission expires:  
10-25-20



  
\_\_\_\_\_  
Notary Public