

**Amendment No. 2 to Contract K-1819-92
Project Development Agreement
Between
Norman Utilities Authority
&
Entegriy Energy Partners, LLC**

This **Amendment No. 2 to the Project Development Agreement** is made and entered into this ____ day of _____, 2020, by and between the **Norman Utilities Authority (“Norman”)** and **Entegriy Energy Partners, LLC (“Entegriy”)**. Norman and Entegriy are collectively identified herein as “the Parties”.

WHEREAS, Norman and Entegriy entered into Contract K-1819-92, a Project Development Agreement (the “Agreement”) on January 8, 2019; and

WHEREAS, Amendment No. 1 to Contract K-1819-92 between Norman and Entegriy was approved on August 27, 2019 to extend the contract time for the deliverable date from September 9, 2019 to December 31, 2019; and

WHEREAS, Entegriy had previously worked to determine if it was feasible to capture, clean, and sell the biogas produced by the anaerobic digesters at the Norman Water Reclamation Facility; and

WHEREAS, Entegriy’s findings were provided in a report to Norman delivered on December 23, 2019; and

WHEREAS, Entegriy has determined that a feasible biogas project will require the addition of food waste and the investigation will require additional time and resources; and

WHEREAS, Norman desires to continue the Agreement to allow for additional investigation;

NOW, THEREFORE, in consideration of the foregoing recitals and undertakings of both Parties contained in the Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

That Section 2.D.2 of the Agreement be amended to read as set forth below.

2. Voluntary Cancellation by Norman. Should Norman decide, at any point during the term of this Agreement, not to pursue development of a Municipal Biogas Project at the Norman WRF as provided in this Agreement, Norman agrees to compensate Entegriy for Entegriy’s time, costs and expenses incurred in Entegriy’s performance of this Agreement in the amount of Fifty-Five Thousand Dollars (\$55,000.00), plus, in addition to that amount, any amounts

paid by Entegriy as provided in Section 2.A. The terms of this Agreement shall remain in effect until all such monies owed to Entegriy have been fully paid and realized.

That Section 3.B of the Agreement be amended to read as set forth below.

B. Investigation, Design, and Measurement.

Entegriy shall undertake to investigate, design, measure, plan, and otherwise prepare for the construction, installation and operation of a suitable Municipal Biogas Project to be located adjacent to the Norman WRF. Among other things, and without limitation, Entegriy shall:

1. Conduct a food waste and organic residuals study to determine the quantity and quality of organics in proximity to Norman.
2. Provide all preliminary design information and funding for Norman to utilize an outside engineering firm to determine that adequate capacity exists within the digesters as indicated in December 23, 2019, report of if additional capital improvements would be required for the WRF to meet future build-out conditions with the additional loadings proposed.
3. Identify and define a site for a proposed Biogas Treatment and Food Waste Processing Facility (Facility) to be located near the Norman WRF. As part of this project, environmental factors, land availability, and future land use by the City shall be considered.
4. Identify all applicable permits, licenses, agreements and authorizations along with any associated fees that may be required to construct and operate the Facility.
5. Define and design the proposed Facility including appropriate safety and security measures and requirements and meeting all Norman building and zoning requirements, backflow prevention for the water system, and pretreatment for the sewer discharge.
6. Identify and define the point of acceptance of Raw Biogas from the Norman WRF ("**Raw Biogas Delivery Point**") and design all required improvements necessary to facilitate delivery of the Raw Biogas.
7. Identify the location and specify the requirements for connecting utilities onsite and design all required improvements necessary for the construction of required utility connections.

8. Identify and negotiate with an Interconnecting Utility or natural gas transmission provider the location of the Refined Biogas Delivery Point and the terms of delivery or exchange.
9. Design the Facility for sound attenuation as needed to meet Norman's Noise Control ordinance (Norman City Code, Section 10-301 et. seq.) as may be amended from time to time.
10. Design the Facility and any required WRF improvements to mitigate any additional odors resulting from the Facility or the WRFs acceptance or processing of any Facility feeds or byproducts.
11. Design backpressure protection for Norman's Raw Biogas supply system.
12. Design the Biogas Treatment Facility to accommodate an estimated maximum Raw Biogas flow of 500 standard cubic feet per minute (SCFM).
13. Design a Raw Biogas metering system to accurately measure and document delivery of Raw Biogas, including, without limitation:
 - a. Raw Biogas flow
 - b. Raw Biogas composition using gas chromatograph
 - c. Raw Biogas temperature
 - d. Raw Biogas pressure
14. Survey all necessary tracts of land for the required design and as necessary for Norman to purchase and/or for Norman to lease or provide as easement for the Facility. areas.

That Section 3.E of the Agreement be amended to read as set forth below.

E. Deliverable. Entegrity shall deliver a proposed Biogas Project Agreement to Norman no later than one year from the Effective Date of this Agreement.

All other terms and conditions in the Agreement shall remain unchanged.

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Acknowledged and agreed to as of the date set forth herein.

NORMAN UTILITIES AUTHORITY

By: _____
Chairperson Breea Clark

Date: _____

Attest: _____
Secretary

Approved as to form and legality this ___ day of _____, 2020.

City Attorney

ENTEGRITY ENERGY PARTNERS, LLC

By: *Maria R*

Title: *Partner*

Date: *7/21/20*