

Dane County Contract Cover Sheet

Revised 04/2021

RES 048
Significant

Dept./Division	Dane County Waste and Renewables		
Vendor Name	GL Dairy Biogas LLC	MUNIS #	
Brief Contract Title/Description	Authorizing Renewable Natural Gas (RNG) Access Agreement to GL Dairy Biogas LLC		
Contract Term	6/30/21-10 year term		
Contract Amount	\$ 100,000.00		

Contract # <small>Admin will assign</small>	14374
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	John Welch	Name	Paul Kane
Phone #	608-516-4154	Phone #	920-225-6668
Email	welch@countyofdane.com	Email	paul.kane@energybyentech.com
Purchasing Officer		Send completed contract to vendor?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required) RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other

MUNIS Req.	Req #	Org: SWMETHGO	Obj: 80005	Proj: OFFLOAD	\$ 100,000.00
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.	
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	
	Res #	048
	Year	2021

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL – Department	
Dept. Head / Authorized Designee	

APPROVAL – Major Contracts Exceeding \$100,000 – DCO Section 25.11(3)			
Director of Administration		Corporation Counsel	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 6/8/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, June 11, 2021 9:38 AM
To: Hicklin, Charles; Pabellon, Carlos; Patten (Purchasing), Peter; Lowndes, Daniel
Subject: Contract #14374
Attachments: 14374revised.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles		
	Pabellon, Carlos	Read: 6/11/2021 9:39 AM	Approve: 6/11/2021 9:40 AM
	Patten (Purchasing), Peter		
	Lowndes, Daniel	Read: 6/11/2021 9:45 AM	Approve: 6/11/2021 9:47 AM

We have received the revised/signed Contract #14374 with GL Dairy Giogas LLC. It is attached.

Contract #14374
Department: Waste & Renewables
Vendor: GL Dairy Biogas LLC
Contract Description: Approving a Renewable Natural Gas (RNG) Access Agreement (Res 048)
Contract Term: 6/30/21 – 6/30/31
Contract Amount: \$100,000.00

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, June 8, 2021 3:43 PM
To: Hicklin, Charles; Patten (Purchasing), Peter; Pabellon, Carlos; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14374
Attachments: 14374.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 6/9/2021 8:52 AM	Approve: 6/9/2021 8:52 AM
	Patten (Purchasing), Peter		Approve: 6/8/2021 3:46 PM
	Pabellon, Carlos	Read: 6/8/2021 3:56 PM	
	Lowndes, Daniel	Read: 6/8/2021 3:55 PM	Approve: 6/10/2021 12:04 PM
	Stavn, Stephanie	Read: 6/8/2021 4:08 PM	
	Oby, Joe		

Contract #14374

Department: Waste & Renewables

Vendor: GL Dairy Biogas LLC

Contract Description: Approving a Renewable Natural Gas (RNG) Access Agreement (Res 048)

Contract Term: 6/30/21 – 6/30/31

Contract Amount: \$100,000.00

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2021 RES-048

**AUTHORIZING RENEWABLE NATURAL GAS (RNG) ACCESS
AGREEMENT TO GL DAIRY BIOGAS, LLC**

GL Dairy Biogas, LLC, owner of the digester located in the Town of Springfield with a street address of 4985 Church Road, Middleton, WI 53562 has new ownership.

The Department of Waste & Renewables and the Department of Land & Water Resources have worked with GL Dairy Biogas LLC regarding its plan to transition the digester from electrical production to RNG production. The RNG produced at the digester will then be transported to the County's interconnection station at the landfill for injection. This agreement also includes an updated phosphorous management plan. The expected revenue to the County is \$100,000.00 per year.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and Dane County Clerk are authorized to execute, on behalf of Dane County, an RNG Access Agreement with GL Dairy Biogas, LLC.

RNG ACCESS AGREEMENT

THIS RNG ACCESS AGREEMENT (“Agreement”) dated June 30, 2021, (“Effective Date”) is between the County of Dane (“County”) a quasi-municipal corporation in the State of Wisconsin, and GL Dairy Biogas, LLC (“Supplier”), a Wisconsin limited liability company. County and Supplier are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, County and Supplier separately own and operate renewable natural gas (“RNG”) production, processing and collection facilities located within the State of Wisconsin; and

WHEREAS, County is party to a Facilities Agreement with ANR Pipeline Company (“ANR”) that allows County to inject RNG produced by its facilities and third party facilities (such as RNG facilities owned by Supplier) into ANR’s existing Federal Energy Regulatory Commission (“FERC”) regulated interstate natural gas pipeline system; and

WHEREAS, County has thereby established an interconnection station between its RNG facilities, and a pipeline known as ANR Line No. 1-363 (“Line 1-363”) which includes capabilities for the County to accept RNG transported by truck from third party RNG facilities; and

WHEREAS, Supplier desires to access County’s interconnection station to offload its RNG for injection into Line 1-363; and

WHEREAS, County desires to grant such access; and

WHEREAS, County and Supplier also desire to set forth in this Agreement their respective rights and responsibilities with respect to Supplier’s access to County’s interconnection station;

NOW, THEREFORE, in consideration of the promises and mutual covenants and conditions contained herein, the Parties agree as follows:

- Date of First Delivery.** Supplier shall provide written notice to County of Supplier’s best estimate of the date upon which the Date of First Delivery will occur; such written notice shall be delivered to County at least thirty-days prior to such estimated date. If any changes occur to such estimated Date of First Delivery, Supplier shall provide written notice to County as soon as possible after Supplier knows of such changes. Once the Parties agree on the Date of First Delivery, they shall document such agreement in a signed writing, referencing this Agreement, so that each Party may retain such agreement of the Date of First delivery in their files.

2. **Term.** Unless terminated earlier in accordance with this Agreement, the term shall commence upon execution of this Agreement and will end on the ten-year anniversary of the Date of First Delivery (the “Term”), provided the Term shall automatically renew for successive one-year periods on the anniversary of the Date of First Delivery unless or until either Party delivers a written notice of termination to the other Party. Any such termination notice must be delivered no later than sixty-days prior to the end of the Term, and shall be effective as of the end of the Term.
3. **Delivery of RNG.** Supplier shall be solely responsible for delivering gas to the Interconnection Facility (as defined below). County shall be solely responsible for providing equipment capable of offloading the gas from the delivery trucks and injecting it into the ANR pipeline. Supplier shall be solely responsible for all charges, fees, or other expenses related to gas and environmental attribute transactions, gas transmission, gas storage, registration and auditing required for environmental attribute programs, and all other work necessary for Supplier to fulfill Supplier’s responsibilities under this agreement.
4. **Early Termination.** County, in its sole discretion, shall have the right to terminate this Agreement in its entirety if the Date of First Delivery occurs more than eighteen (18) months after the execution of this Agreement. Either Party may terminate this Agreement in the event of a default or breach of a material provision of this Agreement by the other Party, by first sending a written letter alleging the default or breach with specificity, the date(s) of such occurrence(s) and providing a reasonable opportunity to cure, which cure period shall not be less than thirty (30) days from the receipt of such letter by the defaulting Party. In the event the offending Party does not cure the default or breach in a timely manner, the non-offending Party may serve a second notice and therein declare an immediate termination.
5. **Interconnection Facility.** Subject to the terms and conditions of this Agreement, County shall grant access to Supplier for delivery of RNG by truck in quantities up to Supplier’s Maximum Volume to the Dane County / ANR Pipeline Interconnection Facility located at the Northwest Quarter of Section 25, Township 7 North, Range 10 East, Dane County, Wisconsin (“Interconnection Facility”). The Interconnection Facility will contain no less than three meters, including a Coriolis meter that will measure Supplier’s RNG (“Supplier Meter”), a Coriolis meter that will measure RNG coming from County’s RNG Plant (“County Meter”) and a Coriolis meter that will measure the aggregate of all RNG entering ANR’s pipeline (“ANR Meter”).
6. **Access Point.** Upon satisfying the Preconditions to Offload, Supplier may connect its Truck to the receiving pipe at the Interconnection Facility (“Access Point”) and thereby deliver RNG to the Custody Transfer Point.

6.1 Hours of Operation.

Supplier and/or their trucking subcontractors may deliver loads of biogas to the Interconnection Facility between the hours of 7am-5pm each day. These hours may be changed in writing by the Director of the Department of Waste & Renewables, provided however, Supplier shall at all times have reasonable access to the Interconnection Facility during typical business hours.

6.2 Scheduling Deliveries.

Dane County, at their discretion, may assign a timeslot for Supplier to unload. If Supplier arrives more than 15 minutes after the beginning of the assigned timeslot, Supplier may lose the ability to off-load that day. This is to prevent other Customers from having to wait due to a late arrival. If Supplier needs to adjust or have an additional timeslot, Supplier shall schedule this at least 72 hours in advance. This is to allow Dane County to make any scheduling adjustments, as necessary.

6.3 Late Delivery

If a truck is more than 15 minutes late for a scheduled delivery, and that delay will cause another truck to wait more than 5 minutes beyond its scheduled start time for unloading, the late truck must stop unloading at the time the second truck is scheduled to start unloading. The late truck can finish unloading its trailer after the second truck and all subsequent trucks arriving on time have finished unloading their trailers.

7. **Custody Transfer Point.** Supplier shall retain custody of its RNG until such time as the RNG passes through the downstream-side of the 600# above-ground isolation flanged connection located at the outlet flange of the ANR Meter skid at the Interconnection Facility (“Custody Transfer Point”).

8. **Custody Transfer.** Custody of Supplier’s RNG shall transfer from Supplier to ANR at the Custody Transfer Point for transportation consistent with Supplier’s contracted transportation agreement(s). County shall at no time take custody of Supplier’s RNG. Supplier is solely responsible for all transport and storage arrangements, fees and costs with ANR and any other applicable pipeline company.

9. **Gas Metering and Quality.** Supplier’s RNG shall meet the applicable specifications and other requirements set forth in the ANR Tariff, including the Gas Quality Specifications in *Attachment A* attached hereto. Supplier agrees that, in the event it is not in compliance with the Tariff, County may decline to receive such volumes.

9.1 Meter Preference – Quality. The ANR Meter shall provide the ultimate determination of quality of all gas delivered. Supplier Meter shall be used for informational purposes only. Any discrepancy between the Supplier Meter and ANR Meter will be resolved in favor of the ANR Meter.

9.2 Meter Preference – Quantity. In the event of a discrepancy as to volume the lower reading of the Supplier Meter or the ANR Meter will be adopted.

9.3 Meter Testing. County will inspect, maintain and test the County Meter and Supplier Meter. ANR will inspect, maintain and test the ANR Meter. Supplier shall have the right to be present for all scheduled inspections and testing involving the meters and associated instrumentation. County will accommodate Supplier’s request to be present for such activities at the next such occurrence following Supplier’s request for access. All tests of the ANR Meter will be made at ANR’s expense. All tests of the County and Supplier Meters will be made at County’s expense. However, if (i) Supplier requests that any of the Meters be tested and (ii) the results of such testing show that

inaccuracy is found not to exceed two (2%), at a reading corresponding to the average hourly rate of flow, the Supplier will bear the expense of such test.

9.4 Supplier Facilities. Supplier shall have a gas meter at Supplier's RNG facilities where RNG is loaded onto Supplier's trucks. Supplier must have a load tracking and record keeping system that can be used in conjunction with County's record keeping and reporting system to ensure verification of gas quantities for (Renewable Identification Numbers) RINs generation and tracking purposes. Supplier agrees to grant County, subject to 24-hour advance notice to Supplier, physical access to Supplier's RNG facility for inspection of its meter during normal business hours and to timely provide County with meter data upon County's request.

9.5 RNG Quality. ANR requires all gas to meet ANR Tariff gas quality limits (see Attachment A). To ensure this is accomplished, the County shall set the limits on the Supplier Meter and the County Meter at levels lower than the ANR Tariff limits (Supplier Meter Limits). Supplier shall supply gas that meets the Supplier Meter Limits listed in Attachment B.

9.6 Off-Spec. Gas.

9.6.1 County reserves the right to deny Supplier access to Access Point in the event Supplier's RNG does not meet the gas quality specification of the Supplier Meter Limits. County may continue to deny Supplier access following a test of off-spec gas until County is satisfied that Supplier has resolved the issue(s) that caused the gas to not meet the Supplier Meter Limit. In the event Supplier delivers off-spec gas three (3) times during the term of this Agreement, County may declare Supplier to be in default of this Agreement.

9.6.2 In the event H₂S, Total Sulfur, H₂O, O₂, and/or CO₂ are detected in the gas volumes being delivered to Interconnection Facility that are in excess of that allowed per the Supplier Meter Limits or the BTU content of the gas volumes being delivered to County facility are below the minimum BTU threshold in the Supplier Meter Limits, there shall be an immediate automatic shut-in of the delivery of such gas to ANR. Any suspension, partial suspension or automatic shut-in shall be known as a Shut-in Event. After a Shut-in Event, ANR and/or County personnel will use reasonably commercial efforts to respond to the Meter Station during normal business hours within one (1) business day of the Shut-in Event to manually intervene to allow gas delivery to resume or to send gas to the flare. Furthermore, County has the right to keep the point shut-in until Supplier makes the necessary provisions to rectify the situation. If automatic shut-ins occur more than two (2) times per calendar year due to Supplier's gas, County has the right to deny Supplier access to the Interconnection Facility indefinitely and terminate agreement in this agreement consistent with Section 4.

9.6.3 County shall off-load and flare off-spec gas delivered to the Interconnection Facility. This shall be subject to fees, per section 11 of this Agreement. If other trucks arrive to deliver gas while a load of off-spec gas is being off-loaded and flared, off-loading of the off-spec gas shall cease until all trucks carrying gas

meeting the quality specifications have finished off-loading. If the County requires use of the flare for destruction of County gases, off-loading of the Supplier's off-spec gas shall cease until County no longer requires the use of the flare.

9.7 Meter Discrepancy. Supplier and County acknowledge that the three meters at the site may not always measure the exact same values, due to meter calibration. In the event of a meter discrepancy, RINS shall be calculated and generated based on the RIN Generation Protocol, in Attachment C.

10. Preconditions to Offload. To ensure the integrity of the Interconnection Facility, ANR's Pipeline and County's contractual obligations for pipeline injection of RNG, Supplier agrees to meet the following preconditions to offload its RNG at the Access Point:

10.1 Site Inspection. Subject to 24-hour advance notice to Supplier and during normal business hours, Supplier will grant access to County and/or its designee to Supplier's RNG facilities for a physical inspection for purposes of assuring the County that the feedstock and means of conditioning biogas to RNG employed by Supplier are capable of consistently producing RNG that meets the ANR pipeline quality requirements.

10.2 Document Inspection. Supplier will provide County with a copy of all documents prepared for submission to EPA for Supplier's registration under the Renewable Fuel Standard no less than fourteen (14) business days prior to submitting such documents to EPA. If Supplier elects to submit to EPA's Quality Assurance Program (QAP), Supplier will provide County with a copy of all QAP documents.

10.3 Gas Testing. Supplier agrees to comply with all gas testing requirements of the ANR Tariff and any testing requirements of U.S. EPA or any other applicable regulatory agency. Supplier agrees to send a copy of all gas test results to County as it receives them, and at least within ten (10) days from the date when Supplier received the test results. If any test does not meet the ANR Tariff Gas Quality Specifications for any one constituent, Supplier agrees to notify County within 24-hours of Supplier's notification.

After the in-service date of Supplier facilities, and upon request from County from time to time, but no more than two (2) times in a calendar year, Supplier shall provide to County, at no cost to County, gas samples from the Supplier system and copies of existing lab analysis or reports in Supplier's possession concerning Supplier gas samples.

10.4 Engineering Review and Audit. Supplier agrees to submit to an audit, physical review, and/or engineering review by County (a) upon 48-hours' notice and County's submission of a letter to Supplier stating and specifying cause for concern, and (b) upon 48-hours' notice and County's election, without cause, no more than once per year, provided that any such audit, physical review or engineering review at Supplier's facilities shall be conducted during normal business hours and in the

presence of a representative of Supplier and in conformance with any safety procedures reasonable required by Supplier and applicable to its RNG facilities. The cost of any such audit or review shall be borne by the County.

10.5 Truck Requirements. Supplier agrees that any third party trucking company employed in the transport of Supplier's RNG to the Interconnection Facility are subject to pre-approval by County. All trucks must have a load tracking system compatible with County's reporting system. Supplier agrees that County may physically inspect any truck employed in the transport of Supplier's RNG to the Interconnection Facility prior to its first delivery. Supplier agrees that County may inspect any truck upon its arrival at the Interconnection Facility at County's sole discretion. **All truck drivers must receive training from County or County's Interconnect Facility operations contractor prior to using the Interconnect Facility.** County may turn away any truck that is not pre-approved by County or any truck that refuses a County inspection.

10.5.1 Trailer Performance Standards. Interconnection Facility was designed to allow the following conditions; a maximum flow of 7,800 standard cubic feet per minute (scfm), a minimum temperature of -70 degrees Fahrenheit, and a maximum pressure of 4,200 psi. Trailer will need to meet these Performance Standards and be equipped with the ability to connect four (4) hoses. County has an Oasis HC308-6NDDN-F hose connection.

Off-load times will vary depending on Trailer type, capacity, and rate of unload. Coordination between Supplier and County is required for Scheduling Deliveries.

10.5.2 Financial Impacts of Trailer Performance Standards. Failure to meet Standards set forth in Section 10.5.1 results in the inability to operate the Interconnection Facility as intended and a subsequent financial loss to County.

10.6 Trucked Gas Sampling. For each truck of RNG, Supplier shall provide a Trucked Gas Sample by sending sufficient volume of RNG to the Supplier Meter to engage a reading of gas quality. Supplier agrees that the Trucked Gas Sample will be sent to the flare regardless of gas quality. The Trucked Gas Sample will not be submitted to the Custody Transfer Point and Supplier will not receive any volume reading or remedy for lost gas in the sampling process. Upon demonstration to County's satisfaction that the Trucked Gas Sample meets the ANR pipeline quality requirements ("On-Spec Gas"), Supplier may offload its trucked volume of RNG at the Access Point to the ANR Pipeline. If County is not reasonably satisfied that Supplier's delivery of RNG meets the ANR pipeline quality requirements ("Off-Spec Gas"), County shall notify Supplier of non-compliance and provide Supplier with options, including (a) detaching from the Access Point and leaving the Interconnection Facility, (b) retesting a new Trucked Gas Sample, subject to schedule availability, or (c) offloading the RNG to the flare, subject to schedule availability. For the avoidance of doubt, Supplier has no right to immediate re-test or offload of Off-Spec Gas to the flare.

10.7 Brown Gas Marketing/Scheduling Contract.

Supplier shall sign a contract for marketing and scheduling of the brown gas with the same company Dane County has contracted with for these purposes. This contract will only be for the scheduling, distribution, and marketing of brown gas into the ANR pipeline. The contract shall generally have the same terms and pricing as the contract Dane County has with the brown gas marketing/scheduling company. This shall not preclude the Supplier from contracting with any other party for marketing and monetizing any associated environmental attributes or regulatory credits.

11. Consideration. Supplier agrees to pay County a Setup Fee, an Access Fee, and a Flare Fee as consideration for this Agreement as follows:

11.1 Setup Fee. Supplier agrees to pay County a one-time Setup Fee in the amount of sixty thousand dollars (\$60,000) to establish Supplier in County's system and defray costs associated with County's Site and Document Inspection ("Setup Fee").

11.2 Access Fee. Supplier agrees to pay County an on-going monthly Access Fee of \$2.50 per Dekatherm delivered through the Access Point to the ANR Pipeline ("Access Fee"). The Access Fee will commence accrual upon Supplier's first injection of RNG at the Access Point, however Supplier may defer its first payment to County until sixty (60) days after Supplier's first sale of Regulatory Credits. Thereafter, County will invoice Supplier monthly for its Access Fee and any Access Fees accrued during the interim period between Supplier's first pipeline injection and Supplier's first Regulatory Credit sale (the "Catch-up Period"). Supplier agrees to payoff Access Fees accrued during the Catch-up Period in no later than six (6) months after Supplier's first sale of Regulatory Credits.

County will reduce the Access Fee to \$1.25 per Dekatherm if Supplier captures and removes 80% of net Phosphorous in the Supplier's digester feedstocks as identified in Attachment D Phosphorus Management Plan. To obtain the Phosphorous discount, Supplier shall provide County evidence, which shall be deemed sufficient in County's sole discretion, that such reduction has occurred and is maintained for no less than six (6) consecutive months. To maintain the Phosphorous discount, Supplier must show evidence to County no less than twice (2x) per year that Supplier has maintained a net Phosphorous removal of 80%

For purposes of this Agreement, "Dekatherm" means a unit of energy used to measure gas that is equivalent to 1,000,000 British thermal units (or 1 MMBtu).

Any measurements in "gallons" shall be in Ethanol Gallon Equivalents (EGE).

One Dekatherm equals Eleven and 727/1000's (11.727) EGE's

One (1) EGE also equals one (1) Renewable Identification Number (RIN), and vice versa.

In the event that (i) the RIN premium allocation (as reasonably determined by County) during the Term is less than or equal to \$1.00/MMBtu (8.53 cents per RIN) for six (6) consecutive calendar months and (ii) County terminates the use of the Interconnection Facility for the injection into Line 1-363 of RNG produced by County's landfill operation and terminates the sale of such RNG to third parties (such pricing and termination events, collectively, an "Economic Event"), then County shall notify Supplier in writing of the occurrence of such Economic Event (an "Economic Event Notice"). Following the delivery of such Economic Event Notice, Supplier shall have the option to either (i) terminate the Agreement or (ii) continue to use the Interconnection Facility to deliver gas into Line 1-363 and pay County pursuant to Section 11.2 Access Fees in each year during the remaining Term of the Agreement following the delivery of the Economic Event Notice that in the aggregate are not less than \$100,000 in such year, or a pro rata amount of \$100,000 if the remaining period at the end of the Term is less than one year and the aggregate Access Fees in that year are less than \$100,000. In the event Supplier continues to use the Interconnection Facility following an Economic Event Notice, County shall continue to provide Supplier with all documentation necessary for Supplier to meet regulatory compliance and monetize its environmental attributes or regulatory credits.

- 11.3 Flare Fee.** Supplier agrees to pay County \$4.25 per one thousand (1,000) standard cubic feet (MSCF) for Off-Spec Gas sent to County's flare. Supplier will also have the option to remove Off-Spec Gas instead of having Off-Spec Gas sent to the County's flare. Supplier will not pay a Flare Fee for Trucked Gas Samples sent to County's flare.
- 11.4 Fee Adjustments.** On the five-year anniversary of the Date of First Delivery, the access fee and flare fee may be renegotiated for the remaining five years of the initial term, provided that any such adjustment shall be commercially reasonable and consistent with fees charged for comparable services in the area.. The fee negotiations shall be initiated by written notice from either Party to the other Party. Written notice must be given a minimum of sixty days prior to the five-year anniversary of the Date of First Delivery.
- 11.5 Late Payments.** Supplier shall pay County total Access Fee due within 30 days after invoice date. Late payments for any fees may be assessed a 1.5% late fee per month. Failure to make timely fee payments, including late fees, shall constitute an event of default that may trigger an Early Termination consistent with Section 4.
- 11.6 Supplier's Minimum and Maximum Volume.** County will reserve sufficient throughput capacity to accommodate Supplier's RNG at the Interconnection Station, which shall be no less than 0 dekatherms per month ("Supplier's Minimum Volume") and no more than 150,000 dekatherms per Year ("Supplier's Maximum Volume"). In the event Supplier attempts to deliver more RNG than Supplier's Maximum Volume, County will use reasonable efforts to accommodate, but not guarantee placement of, such volume. In the event Supplier delivers less than Supplier's Minimum Volume, Supplier shall pay County the Flare Fee for the difference between the volume actually

delivered and the Supplier's Minimum Volume.

12. **Regulatory Programs.** Supplier shall comply with all provisions set forth in Attachment D Phosphorus Management Plan. Supplier shall be responsible for all registrations and compliance with regulatory programs, including but not limited to registrations, quality assurance, reports, attestations, and certifications. County will cooperate with Supplier to provide documentation available exclusively to County, to grant access to relevant locations, and to sign attestations specific to County's role in the fuel pathway. The Parties acknowledge that certain terms and conditions set forth in this Agreement may be subject to review by the U.S. Environmental Protection Agency ("EPA") and certain other state or local governmental authorities in connection with various RNG incentive programs. The Parties agree to revise or amend the terms of this Agreement if required by the EPA and/or such state or local governmental authorities, provided that any such revisions or amendments do not materially change the economic risks or benefits of the Parties under this Agreement.
13. **Regulatory Credits.** Supplier, and not County, owns Supplier's RNG, including any associated environmental attributes or regulatory credits ("EAs"). At no time shall such ownership transfer to County. Supplier is solely responsible for marketing and monetizing its EAs, including but not limited to RINs, LCFS (Low Carbon Fuel Standard) Credits, RECs (Renewable Energy Certificates) or Carbon Credits.
14. **Post Injection Services.** Supplier is solely responsible for contracting with ANR and other third parties for transmission, storage, and ultimate sale of the gas and all attributes.
15. **Compliance with Laws.** Supplier will always maintain compliance with all applicable local, state, and federal laws, rules and regulations.
16. **Force Majeure.** If either Party is rendered by force majeure unable, wholly or in part, to carry out its obligations under this Agreement, except payment of money, and such Party gives the other Party notice and reasonably full particulars of such force majeure in accordance with the Notice provisions of this Agreement within a reasonable time after the occurrence of the cause relied on, such Party shall not be liable for failing to perform such obligations to the extent the force majeure prevents such performance during the continuance of any such inability, but for no longer period; provided, that such Party claiming force majeure uses its commercially reasonable efforts to diligently remedy or overcome the cause of such force majeure with all reasonable dispatch. For the purposes of this agreement, the term "force majeure" shall mean the act or occurrence of any event or circumstance affecting a Party's performance of its obligations under this Agreement that is outside the reasonable control of a Party and that cannot be prevented or eliminated by the exercise of reasonable due diligence by such Party such as a flood, hurricane, tornado, war, riot, embargo or weather.
17. **Liability and Indemnity.**
 - 18.1.1 **Indemnities.** Subject to any applicable statutory limitations including but not limited to those in Wis. Stat. s. 893.80, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other Party and its parent, partner,

operator, subsidiary and affiliated entities and its and their respective directors, officers, employees and agents (collectively, the “Indemnified Parties”) from and against any and all liabilities, costs (including attorneys’ fees and other costs of defense), fines, penalties, losses, damages, amounts paid in settlement, expenses, claims, actions, hearings, investigations, suits and causes of action of every kind and character, judgments, orders, decrees and rulings to the extent arising out of the following:

18.1.2 Any breach or non-compliance with any term or provision of this Agreement by the Indemnifying Party;

18.1.3 The fault, negligence, willful misconduct or other wrongful act or omission of the Indemnifying Party or its agents, employees, or representatives, or its contractors, vendors, or suppliers of any tier that are providing or performing goods or services in connection with the activities contemplated by this Agreement;

18.1.4 Any taxes, fees or other amounts or obligations imposed on any of the Indemnified Parties by any governmental authority on account of the properties (including rights of way and easements) or facilities of the Indemnifying Party or the activities or obligations of the Indemnifying Party under or contemplated by this Agreement.

18.1.5 Any liens (statutory or otherwise), claims, charges, security interests, mortgages, assignments or other encumbrances or failures of title or right of use, including any laborers’, suppliers’, mechanics’ or materialmens’ liens (each, a “Lien”), suffered or incurred by the Indemnifying Party or its contractors, vendors, or suppliers of an tier, or by the Indemnifying Party’s agents, against or affecting either Party or its facilities or properties, including rights of way and easements, on account of the activities or obligations of the Indemnifying Party under or contemplated by this Agreement; or

18.1.6 Any leak, spill, discharge, release or dumping by the Indemnifying Party or its contractors, vendors, or suppliers of any tier, or by the Indemnifying Party’s agents, of any pollutant, contaminant, waste or hazardous material that is identified or regulated under any Applicable Law, rule or regulation.

18.1.7 Limitations on Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF PRODUCT OR PRODUCTION, WHENEVER ARISING OUT OF THE ACTIONS TAKEN BY OR THE OMISSIONS OF SUCH PARTY UNDER THIS AGREEMENT, AND NO CLAIM FOR ANY SUCH DAMAGES SHALL BE MADE BY EITHER PARTY AGAINST THE

OTHER, WHETHER SUCH CLAIM IS BASED OR CLAIMED TO BE BASED ON SOLE, CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, FAULT, BREACH OF WARRANTY, BREACH OF AGREEMENT, STATUTE, STRICT LIABILITY OR ANY OTHER LEGAL FAULT OR RESPONSIBILITY.

19. Insurance.

19.1 Insurance Types and Levels. At all times while this Agreement is in effect, Supplier shall obtain and maintain the following insurance:

19.1.1 Worker's Compensation and Employer's Liability Insurance in accordance with the laws of the state where the work is performed with limits for Employer's Liability of \$1,000,000 per accident or disease, \$1,000,000 policy limit on disease.

19.1.2 Commercial General Liability Insurance with Products & Completed Operations and Contractual Liability Coverage for claims alleging bodily injury including death, and damage to property of others, including Explosion, Collapse and Underground (XCU) with limits of \$1,000,000 per occurrence.

19.1.3 Automobile Liability Insurance covering owned, non-owned, rented, and hired vehicles with combined single limits of \$1,000,000 per occurrence.

19.1.4 Pollution Liability Insurance, sudden and accidental event, for claims alleging bodily injury and property damage, including cleanup costs and defense, with a limit of \$1,000,000 per occurrence; and

19.1.5 Excess Liability Insurance for claims alleging bodily injury including death and damage to property with a limit of \$5,000,000 per occurrence.

19.2 Insurance Endorsements. All insurance coverage must be endorsed with a Waiver of Subrogation Endorsement, effectively waiving a Supplier's right of subrogation with respect to the County. The insurance shall reflect that the County is an additional insured. Upon request the Supplier shall furnish to the County, evidence of insurance coverage, in form satisfactory to the County in its reasonable discretion, as evidence showing that the insurance policies to be carried in accordance with this provision have been obtained.

20. Notices. All notices and other communication ("Notices") given or made pursuant to this Agreement will be in writing and sent by facsimile transmission, overnight courier service, personal delivery, mail or electronic mail ("e-mail") to the persons and at the addresses for the Parties noted below, or to such other address(es) or number(s) for a Party as such Party may designate by prior notice given in accordance with this provision to the other Party. Notices will be deemed duly given: (i) when sent by facsimile transmission, provided that the sender has received electronic or voice confirmation of the recipient's receipt of such transmission; (ii) if sent by overnight or international courier service, when receipt by the recipient is confirmed by such service; (iii) if mailed or delivered by personal delivery,

when received by the recipient; or (iv) when sent by e-mail, provided that the sender has received electronic or voice confirmation that the recipient has read such transmission (e.g., a “read receipt” or a reply).

All Notices to be sent to Supplier shall be addressed and delivered to:

GL Dairy Biogas, LLC
Address 225 Main street
Address Menasha WI, 54952
Attention Paul Kane
Email: Paul.kane@energybyentech.com

All Notices to be sent to County shall be addressed and delivered to:

County of Dane
1919 Alliant Energy Center Way
Madison, WI 53715
Attention: John Welch
Email: welch@countyofdane.com

21. **Assignment.** Except as hereinafter provided in this Section, neither this Agreement nor any interest herein may be assigned or transferred by either Party in any manner, unless the assigning or transferring Party obtains the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, and any attempted assignment or transfer without such consent need not be recognized or accepted by the other Party. Either Party may, without the need for any consent from the other Party (and without relieving the assigning Party from liability hereunder), assign or transfer its rights and obligations hereunder to any parent, subsidiary or other affiliate of such Party. Either Party may, without the consent of the other Party, grant a lien or security interest in or collaterally assign or pledge its interest in this Agreement as security for such Party’s indebtedness. No assignment or transfer shall be effective as to the other Party unless and until (i) the aforementioned consent is granted (if required), (ii) the assigning Party and the assignee notify the other Party of such assignment and (iii) the assignee acknowledges in writing for the benefit of the other Party that such assignee has assumed the obligations of the assigning Party under this Agreement and is bound by the terms and conditions hereof. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

22. **Miscellaneous.**

22.1.1 Legal Action. This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. The exclusive venue for any action brought in connection with this Agreement shall be the Dane County Circuit Court. Either Party may enforce this Agreement by appropriate legal action.

22.2 Captions. The titles and captions to the sections of this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

- 22.3 Amendments and Waivers.** This Agreement may be modified or amended only by an instrument in writing executed by both Parties. Either Party may, but only by a written instrument, waive compliance by the other Party with any term or provision of this Agreement. The waiver by either Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.
- 22.4 Entire Agreement; Conflicts.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and supersedes and replaces all prior oral and written agreements, understandings, covenants, representations or warranties relating to such subject matter. To the extent that there may be any conflicts or inconsistencies between the terms set forth on the exhibits attached hereto and those set forth in the body of this Agreement, those set forth in the body of this Agreement shall control.
- 22.5 Counterparts.** This Agreement may be executed in counterparts, without the necessity that both Parties execute the same counterpart, each of which shall be deemed an original but which together will constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages hereto by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes. Signatures of representatives of the Parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.
- 22.5.1 Confidentiality of Terms.** The Parties agree that the terms of this Agreement are proprietary information and regarded as Confidential Information. Supplier shall hold all Confidential Information in strict confidence and shall not disclose it to any third party, directly or indirectly, or acknowledge the existence thereof, without the County's prior written permission. The parties hereto recognize that the Confidential Information constitutes "trade secrets" of the Discloser, entitled to all common law and statutory protections afforded to such trade secrets under applicable law. Supplier acknowledges that County is subject to the Wisconsin Public Records Law. County will not release information claimed by Supplier to be a trade secret as defined by s. 134.901(1)(c) without first notifying Supplier. The entire burden of maintaining and defending the trade secret designation shall be on Supplier. Supplier acknowledges and agrees that to defend trade secret designation, it must promptly initiate legal action or otherwise County shall be obligated and will release the information. Supplier shall use the Confidential Information only for the purposes described herein and agrees to use at least the same degree of care as it uses with respect to its own Confidential Information (and in no event less than reasonable care) to protect the confidentiality of such Confidential Information and to prevent its unauthorized use or dissemination. Supplier shall only disclose County's Confidential Information to Supplier's Representatives having a strict reason to know and who have been advised of and accepted the restrictions on its disclosure and use provided herein as if they were parties to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Agreement Effective Date first above written.

COUNTY OF DANE

GL Dairy Biogas, LLC

By: _____
Name: _____
Title: _____

DocuSigned by:

5F631A21C70A4B8...
By: _____
Name: Paul Kane
Title: Vice President

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

The parties acknowledge that the attachments are subject to review by the US EPA. The parties agree to modify the attachments to the extent necessary to comply with any changes required by the EPA provided that any such revisions or amendments do not materially change the economic risks or benefits of the Parties under this Agreement.

ATTACHMENT A
ANR TARIFF GAS QUALITY LIMITS

Parameter	ANR Pipeline Specifications
Heating Value (BTU/ft ³)	967 - 1,200
Hydrogen Sulfide (ppmv) ¹	< 4
Total Sulfur (ppmv) ²	< 320
Oxygen (% by volume)	< 1
Carbon Dioxide (% by volume)	< 2
Nitrogen (% by volume)	< 3
Water Vapor (lb./1x10 ⁶ ft ³)	< 7
Temperature (deg. F)	40 < T < 120
Hydrocarbon Dewpoint (deg. F) ³	> 15
Pressure (psig) ⁴	600 - 975

¹ 16 ppmv ~1 grain/100 ft³

² Including sulfur in any hydrogen sulfide and mercaptans

³ Additional language in Federal Energy Regulatory Commission (FERC) Gas Tariff for ANR Pipeline Company (Third Revised Volume No. 1) – Section 6.13

⁴ Additional language in FERC Gas Tariff for ANR Pipeline Company (Third Revised Volume No. 1) – Section 6.11

ATTACHMENT B
SUPPLIER METER LIMITS

Dane County requires RNG Supplier to operate in a tighter range than ANR Pipeline Specifications Attachment A).

Parameter	Supplier Meter Limits
Heating Value (BTU/ft ³)	972 < BTU/ft ³ < 1190
Hydrogen Sulfide (ppmv)	< 3.8
Total Sulfur (ppmv)	< 310
Oxygen (% by volume)	< 0.9
Carbon Dioxide (% by volume)	< 1.85
Nitrogen (% by volume)	< 2.85
Water Vapor (lb./1X10 ⁶ ft ³)	< 4.00

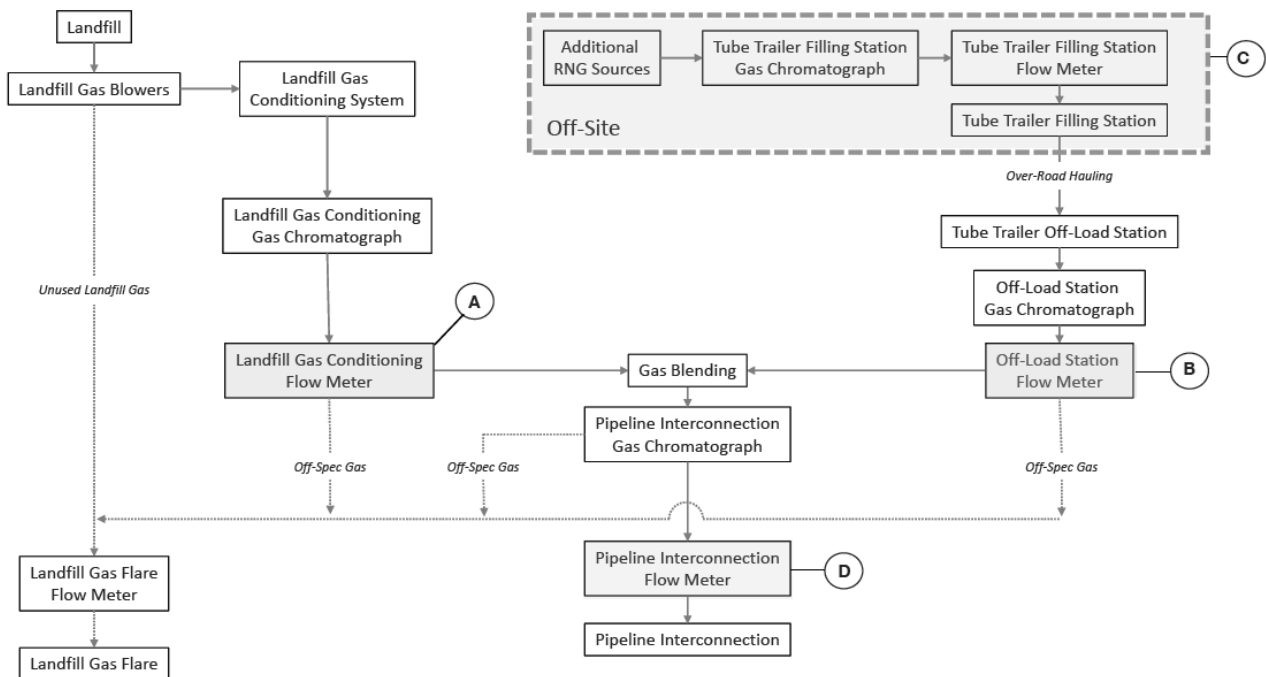
ATTACHMENT C
RIN GENERATION PROTOCOL
Revised June 2020

Meter A: Will be a dedicated meter, GC, and analyzers to meter and monitor RNG produced from landfill gas from the Dane County RNG Facility.

Meter B: Will be a shared off-load meter, GC, and analyzers for multiple third-party RNG sources. Dane County will establish passwords and/or key cards which outside sources will enter into the offload meter (Meter B) to properly monitor and meter truckloads of RNG into the ANR connection point.

Meter C: Will be site specific meters, GCs, and analyzers at each third-party source's point of production prior to the loading of a tube trailer.

Meter D: Will be the ANR injection meter, GC, and analyzers.



Pipeline Intersection Scenario #1: $D < A + B$

Under the unique scenario (Scenario #1) that the ANR meter totals less than Meter A and Meter B, Dane County will use its meter (Meter A) and subtract it from the ANR total injection meter (Meter D) to calculate the RNG injected from the outside source. Dane County will then issue an affidavit to the outside source, based on the remaining energy content injected during the unloading event time period. For example:

- The Dane County meter (Meter A) totals 200 MMBtu for the time period during which a trailer with off-site gas is unloaded.
- The outside source meter (Meter B) totals 200 MMBtu for the load of off-site gas.

- The ANR meter (Meter D) totals 390 MMBtu for the time period during which a trailer with off-site gas is unloaded.
- Dane County would generate RINs on 200 MMBtu injected into the pipeline.
- Dane County would issue an affidavit to the outside source for the remaining 190 MMBtu (not the 200 MMBtu recorded by Meter B) injected by the outside source during that unloading event, based on the unique key card/password entered by each outside source during the offloading process.
- This allows for a total RIN generation from both sources, during the unloading event time period, to be 390 MMBtu which matches the monthly total from the ANR injection meter.
- At the end of each month, Dane County will compile and check all affidavits against the final issued ANR pipeline statement and verify the ANR pipeline totals are greater than, or equal to, the summation of off-load affidavits and landfill gas injection. After Dane County verifies injection volumes, supporting documentation will be provided to third party off-loaders for use in their RIN Generation protocols.

Pipeline Intersection Scenario #2: $D > A + B$

If the ANR Meter (Meter D) totals greater than Meter A and Meter B, Dane County will use the lesser RNG flow total to generate RINs (Scenario #2). Dane County would generate RINs on Meter A and issue an affidavit to the outside source based on Meter B during the unloading event time period. For example:

- The Dane County meter (Meter A) totals 200 MMBtu for the time period during which a trailer with off-site gas is unloaded.
- The outside source meter (Meter B) totals 200 MMBtu for the load of off-site gas.
- The ANR meter (Meter D) totals 410 MMBtu for the time period during which a trailer with off-site gas is unladen.
- Dane County would generate RINs on 200 MMBtu injected into the pipeline
- Dane County would issue an affidavit to the outside source for the 200 MMBtu measured on Meter B and injected into the pipeline by the outside source, based on the unique key card/password entered by the outside source during the offloading process.
- This allows for a total RIN generation from both sources, during the unloading event time period, to be 400 MMBtu which is less than the 410 MMBtu metered by the ANR injection meter.
- At the end of each month, Dane County will compile and check all affidavits against the final issued ANR pipeline statement and verify the ANR pipeline totals are greater than, or equal to, the summation of off-load affidavits and landfill gas injection. After Dane County verifies injection volumes, supporting documentation will be provided to third party off-loaders for use in their RIN Generation protocols.

ATTACHMENT D

PHOSPHOROUS MANAGEMENT PLAN

Phosphorus Removal Requirements

A minimum of 40% of phosphorus must be removed over a 6-month period calculated from weekly averaged data for the liquid and solid manure stream delivered to the Supplier's anaerobic digester project through December 31, 2022. A minimum of 60% of phosphorus must be removed over a 6-month period calculated from weekly averaged data for the liquid and solid manure stream delivered to the Supplier's anaerobic digester starting January 1, 2023. If Supplier fails to remove a minimum of 40% of phosphorus up until January 1, 2023 and 60% thereafter, over any biannual 6-month period calculated from weekly averaged data for the liquid and solid manure stream delivered to the Supplier's anaerobic digester, then Supplier shall pay County a phosphorus penalty payment of \$75,000 with respect to each such failure. If, Supplier fails to remove a minimum of 40% of phosphorus, over two consecutive biannual 6-month reporting periods calculated from weekly averaged data for the liquid and solid manure stream delivered to the Supplier's anaerobic digester, the County reserves the right to terminate this agreement as identified in Section 4 (Early Termination) of this agreement.

Access fees to the County's interconnection station under the RNG Access Agreement shall be based on the level of phosphorus removal as outlined below. Access fees shall be set no more than twice per year and will be based on the performance of the project set forth in the biannual reports. Access fees for phosphorus removal levels shall not be prorated.

Level of Performance	Removal of Phosphorus From Manure	Access Fee
Tier 1	>80%	\$1.25 per Dekatherm
Tier 2	<80% and >40%	\$2.50 per Dekatherm

Adjusting Phosphorus Removal Requirements

If at any time during the term of this agreement, the nutrient management plan of a participating farm requires additional phosphorus (beyond what can be supplied by the diverted digestate) to meet crop uptake requirements, the Supplier may request modification to adjust the phosphorus removal requirements as outlined above. This modification request must avoid the importing and application of commercial phosphorus. Furthermore, if new technology is utilized in the system to increase phosphorus removal, additional sampling locations as identified below in Sampling and Monitoring Point(s) may need to be adjusted to verify compliance as agreed to by both Supplier and County.

Use of Digester Solids

Digester solids may be returned to the participating farms for bedding or for application on crop fields in accordance with the below Land Spreading Requirements. All other digester solids must be removed from the following watersheds: Six Mile and Pheasant Branch Creeks (LR10), Yahara River - Lake Mendota (LR09) and Lake Monona (LR08).

Supplier shall be permitted to continue to receive substrates for use in the project until December 31, 2021 at which time Supplier shall cease the reception of non-manure substrates or seek to amend this agreement to allow for rules under their future receipt and use in connection with the project.

Solid Manure Handling

Solid manure may be directed to the digester or retained by the participating farms and land applied in accordance with the below Land Spreading Requirements.

Added Participants

Supplier shall provide written notice to County of all new non-emergency participating farms. Supplier shall require, as a condition of accepting manure, that all participating farms meet conditions of the Land Spreading Requirements and Nutrient Management Plan Requirements. County shall notify Supplier in writing if any farms do not meet the land spreading and nutrient management plan requirements, in which case Supplier will cease to accept manure from said farm within 90 days unless otherwise agreed to in writing by the Parties.

Land Spreading for Emergency Use Requirements

Farms needing to transfer manure into the digester under emergency conditions may be required to take back an equivalent amount of digested manure. These farms will be required to have or develop a current NRCS 590 Nutrient Management Plan.

Reserve Capacity for Emergency Use

A plan for addressing emergencies and land application of manure during other critical times shall be developed by the Supplier. This plan shall provide a reserve capacity during the period of Dec. 1 through May 1 of each year. The reserve capacity shall be at least 200,000 gallons/month. The plan will also define the terms, fees, and conditions for manure going into the digester and digested manure being returned to the farms.

Nutrient Management Plan Requirements

Cropland receiving non-digested solid manure or digester nutrients including but not limited to; digestate, separated solids or fiber, separated liquid or centrate, or any component thereof must have a current NRCS 590 nutrient management plan and apply the nutrients according to their plan. WPDES permitted farms must also follow their approved Nutrient Management Plan. In addition, all farms receiving digester nutrients must follow the below Land Spreading Requirements. Each of the farms providing manure to the project is responsible for submitting Annually Updated Nutrient Management Plans to the Land and Water Resources Department by January 31st of each year.

Digestate Diversion

The participating farms will be directing all of their liquid manure that meets the minimum acceptance specification as outlined in manure supplier agreements. In order to balance nutrient needs of the participating farms and avoid importing commercial Phosphorus into the area, up to 21% of the volume of Digestate (Digested Manure and Substrates) may bypass the solids separation equipment. This percentage will be evaluated annually as part of the project performance reporting. The Digestate volume will be directed to storage at the digester facility or at the participating farms for land application to crop fields in accordance with approved NRCS 590 Nutrient Management Plans and the below Land Spreading Requirements.

Land Spreading Requirements

Soil Phosphorus Levels

This project was selected to assist with Phosphorus removal efforts from the watersheds draining into Lake Mendota consistent with recommendations from Yahara Clean and the Clean Lakes Alliance. In order to lower soil test phosphorus levels in the area watersheds and to reduce the delivery of Phosphorus to receiving waters in the Yahara Watersheds, all fields involved in this project must be included in an approved NRCS 590 Nutrient Management Plan. Digester nutrients and/or solid manure must be land spread according to the soil test phosphorus levels and crop uptake needs of each land spreading field as follows:

- Fields with soil test P < 50 - can spread up to the crop P needs.
- Fields with soil test P levels between 51 — 100 ppm - can be spread up to 75% of the crop P needs, for crops to be grown over a maximum rotation length of 4 years (CAFOs) or 8 years (all others),*
- Fields with soil test P levels between 101 — 200 ppm - can be spread up to 50% of the crop P needs, for crops to be grown over a maximum rotation length of 4 years (CAFOs) or 8 years (all others),
- Fields with soil test P > 200 - spreading phosphorus is prohibited.

Digester nutrients can be combined with manure, commercial fertilizer, or other nutrient sources in order to reach the specified % of crop P needs. Milking parlor wastewater is excluded from the restrictions.

* This requirement can be adjusted up to 100 % for operations that utilize alfalfa in a rotation and can demonstrate a need.

All fields must meet a rotational average Phosphorus Index (PI) of 6 or less. No fields may have an annual PI of 12 or more. It is a goal of this project to decrease the annual PI of the fields and to decrease the weighted average PI of the fields over the rotation.

Winter Spreading Prohibition

Winter land spreading of liquid manure, digester nutrients, or solid manure of participating farms is prohibited on frozen or snow-covered ground. Storage/stacking options shall be consistent with NRCS 590, NRCS 313, and NRCS 318 or a participating farm's WPDES Permit.

Sampling and Monitoring Point(s)

Sampling and monitoring points for the project will be at the locations set forth below or at such other locations as agreed by the parties in writing from time to time during the term of the ground lease.

Sampling Point Designation	
Sampling and Monitoring Point Number	Description
701	Raw Manure: Phosphorus loading to digesters from raw manure supplied by farms. Samples are collected directly from the Raw Manure Storage Tank. This tank can contain a mix of any of the following: liquid manure, solid manure, and bedding pack from the farms. A flow meter is located between the tank and the digesters to measure flow.

702	Substrate: Monitoring of phosphorus loading from the substrate flow directed to the manure digesters. This includes contributions from substrate tanks 310, 320 and 330. A flow meter is located between the substrate tanks and the digesters to measure flow. Daily samples are collected from the substrate tanks in use as described below. For the 7 day composite sample, the daily samples from the substrate tanks are blended proportionally to the amount pumped from each substrate tank to the digester during the 7 day composite period.
703	Digestate: Influent phosphorus loading from the digesters to the start of the solids separation system. Flow is measured by a meter located prior to the digestate tank
101	Digestate Diversion: Sample is collected from piping leading to on-site digestate storage. Flow includes digestate directly pumped to tanker trucks.
102	Centrate from Centrifuge: Centrate from solids removal centrifuge system. Collect the grab sample for phosphorus from the sample point that is located prior to the connection to the third Party NCS and also the centrate tank in the loading building. All centrate from the centrifuge passes through a flow meter before being diverted to the Third Party NCS or transferred to storage. The centrifuge is the final process step at the digester facility in the solids removal process.
103	Separated Fiber: Separated fiber is composed of the mix of fiber removed by screw press and cake fines produced from centrifuge solids removal process Sample from the solid fraction that is removed by the solid/liquid separation equipment but then get returned to participating farms for bedding or land application.
104	Digestate Out of Watershed: Digestate diverted to tanker trucks prior to the on-site digestate storage directed to WPDES permitted farms outside the LR08, LR09 and LR10 watersheds. This discharge is not included in the calculation for percent diversion. Department approval is needed for this distribution if the permittee want to transfer responsibility for the digestate to another permitted entity.
001	Digestate diverted and returned to participating farms: Digestate diverted from the solids removal process that is returned to the participating permitted farms and other WPDES permitted facilities.
002	Centrate returned to participating farms: Centrate that is returned to the participating permitted farms and other WPDES permitted facilities for storage and land application. The centrate is the liquid that comes off of the centrifuge which is the final step of the solids removal process at the digester facility.
003	Separate fiber returned to participating farms: Separated fibers from the solids removal process returned to the participating permitted farms for bedding or for application on crop fields with low organic matter meeting identified specific field criteria.
004	Centrate returned to non-participating farms: Centrate that is returned to non-participating permitted farms that needed to transfer raw manure into the digester under emergency conditions.
005	Digester solids not returned to participating farms: Digester solids that are not returned to participatin farms must be removed from the following project watershed: LR08, LR09 and LR10
011	Centrate sent to Third Party NCS: Centrate from the centrifuge that is diverted to the Third Party – Nutrient Concentration System (NCS) for ultrafiltration and reverse osmoses processing.

Daily Monitoring

Monitoring Pont	Parameter	Units of Measure
701	Flow	gallons per day
702	Flow	gallons per day
703	Flow	gallons per day
101	Flow	gallons per day
102	Flow	gallons per day
103	Weight	tons per day
104	Flow	gallons per day
001	Flow	gallons per day
002	Flow	gallons per day
003	Weight	tons per day
004	Flow	gallons per day
005	Weight	tons per day
011	Flow	gallons per day

At least one representative sample will be collected per week. Additional samples may be taken as backup or to improve accuracy. Each sample will be sent to an accredited lab for total phosphorous analysis within the standard hold time allowed per the standard methods observing the appropriate preservation protocol. The concentration of total phosphorous from each sample will be used to calculate the weekly phosphorous load per the following tables.

Weekly Sampling

Monitoring Pont	Parameter	Units of Measure
701	Concentration	milligrams per liter
702	Concentration	milligrams per liter
101	Concentration	milligrams per liter
102	Concentration	milligrams per liter
103	Concentration	milligrams per kilogram
104	Concentration	milligrams per liter

703 — Weekly Average Phosphorus Load

Monitoring Requirements and Limitations			
Parameter	Limit and Units	Sample Frequency	Sample Type
Volume	gpd	Weekly	Calculated
Phosphorus, Total	Lbs/day	Weekly	Calculated

Weekly Calculations

Monitoring Pont	Parameter	Units of Measure
701	Load	pounds per week
702	Load	pounds per week
703	Load	pounds per week
101	Load	pounds per week
102	Load	pounds per week
103	Load	pounds per week

Monitoring Point 703 Calculation

The phosphorus loading in lbs/week directed into the digester tanks that are prior to solids removal is determined by adding the influent phosphorus inputs 701 + 702.

Daily Log Requirements

Monitoring Point 702

Daily Log — Monitoring Requirements			
All discharge and monitoring activity shall be documented on log sheets. Originals of the log sheets shall be kept by the Supplier as described under "Records Retention" in the Standard Requirements section, and if requested, made available to the Department.			
Parameters	Description	Sample Frequency	Sample Type
Substrate Source		Daily	Log
Type of Food Processing Substrate		Daily	Log
Daily Loading Volume	Gal/Day	Daily	Measure

Monitoring Point 103

Daily Log — Monitoring Requirements			
All discharge and monitoring activity shall be documented on log sheets. Originals of the log sheets shall be kept by the Supplier as described under "Records Retention" in the Standard Requirements section, and if requested, made available to the Department.			
Destination Farm or Other Location	Volume	Units (lbs/day)	Date

Performance Monitoring

Digestate Diversion

Weekly percent diversions are calculated by dividing weekly loadings from point 101 by weekly loadings from 703. All the weekly percent diversions that occur are then averaged over a six month period (January 1 to June 30 and July 1 to December 31) to determine if the 21% diversion limit has been exceeded for any given biannual review period.

Phosphorus Removal

Weekly percent phosphorus removals are calculated dividing weekly loadings from point 103 by weekly loadings of 703 minus 101. All the weekly percent phosphorus removals are then averaged over a six month period (January 1 to June 30 and July 1 to December 31) to determine if the target phosphorus removal has been met for any given biannual review period.

Project Performance Reporting

Biannual Reporting

Supplier shall provide reporting at a minimum of twice per year covering the time periods of January 1st — June 30th and July 1st — December 31st. The report shall include calculations (e.g. spreadsheets) verifying compliance for phosphorus removal for a 6 month (twenty- six consecutive week) period covered by each reporting period. Report due dates are:

January 1st — June 30th — Report due by July 31st

July 1st — December 31st — Report due by January 31st

Annual

The Supplier shall convene a meeting on an annual basis, to evaluate project phosphorus removal performance, with all project participants and Dane County. Among the topics to be covered at this meeting is annual reporting (January 1 — December 31 for the previous crop year) regarding land application of digester nutrients and solid manure from all participating and emergency use farms. Reporting requirements will include annual spreading reports and updated Nutrient Management Plans (including SNAP + files) supplied by participating farms or their representatives and submitted to Dane County by participating farms or the Supplier. Additional information may be shared by attendees, of any applicable surface water sampling results, and other data/documents to assess project benefits along with compliance and reductions in Phosphorus loadings set forth in the two biannual performance reports.

Amendments to Phosphorus Management Plan

Amendments and changes may be made to the Phosphorus Management Plan as agreed to in writing by Supplier and County. Email shall constitute as written agreement if the email is acknowledged and accepted by the receiving party.