

Dane County Contract Cover Sheet

Revised 07/2023

Dept./Division	Dane County Department of Waste and Renewables		
Vendor Name	Liberty (RNG), LLC	MUNIS #	34145
Brief Contract Title/Description	WASTE AND RENEWABLES INTERCONNECTION ASSIGNMENT AGREEMENT TO ASSIGN RIGHTS AND OBLIGATIONS TO LIBERTY (RNG) LLC		
Contract Term	n/a		
Contract Amount	0.00		

Contract # Admin will assign	13814B
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 checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Roger Mukasa	Name	Sally Taylor
Phone #	608-400-9071	Phone #	416-704-2936
Email	mukasa.roger@countyofdane.com	Email	Sally.Taylor@algonquinpower.com
Purchasing Officer	Pete Patten		

Purchasing Authority	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	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	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	216
	<input type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL	
Dept. Head / Authorized Designee	
Wienkes, Roxanne	Digitally signed by Wienkes, Roxanne Date: 2023.11.01 09:28:01 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 11/1/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, November 8, 2023 2:29 PM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13814B
Attachments: 13814B.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 11/8/2023 2:49 PM	Approve: 11/8/2023 2:49 PM
	Gault, David	Read: 11/9/2023 9:09 AM	Approve: 11/9/2023 9:09 AM
	Patten (Purchasing), Peter		Approve: 11/9/2023 8:38 AM
	Lowndes, Daniel	Read: 11/8/2023 2:39 PM	Approve: 11/9/2023 1:56 PM
	Stavn, Stephanie	Read: 11/8/2023 3:01 PM	
	Oby, Joe		

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

Contract #13814B
Department: Dept of Waste & Renewables
Vendor: Liberty LLC
Contract Description: Assignment Agreement to Assign Rights & Obligations to Liberty (RNG) LLC
Contract Term: --
Contract Amount: \$--

Thanks much,
Michelle

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

1 **2023 RES-216**

2 **WASTE AND RENEWABLES INTERCONNECTION ASSIGNMENT AGREEMENT TO ASSIGN**
3 **RIGHTS AND OBLIGATIONS TO LIBERTY (RNG) LLC**

4 The Dane County Department of Waste & Renewables (W&R) operates an active landfill and
5 Renewable Natural Gas (RNG) Plant at its location at 7206 MAAHIC WAY: OFFLOAD BOILER
6 BUILDING, Madison WI 53718. The landfill gas is cleaned, compressed and injected into the
7 high pressure natural gas pipeline.

8 Sandhill Advanced Biofuels, LLC (Sandhill), a Delaware limited liability company, (or “Assignor”)
9 is party to a RNG Access Agreement with the County of Dane. The RNG Access Agreement
10 provides Sandhill with access to the County’s interconnection station and grants Sandhill the
11 right to offload its RNG that it produces from its facilities into the County’s pipeline.

12
13 The (“Assignee”), Liberty (RNG), LLC (Liberty), a Delaware limited liability company owns,
14 directly, 100% of the issued and outstanding equity interests in Sandhill.

15
16 This interconnection assignment agreement assigns all Sandhill’s rights and obligations under
17 the Interconnection Agreement to Liberty (RNG) LLC. The assignment would enable the
18 agreement to cover the two new projects, Norswiss and Heller, to the existing projects injecting
19 at Dane County. Norswiss and Heller are also 100% owned by Liberty RNG, but not under the
20 Sandhill agreement.

21
22 **NOW, THEREFORE, BE IT RESOLVED** Sandhill desires to assign to Liberty (RNG) LLC, as of
23 October 5, 2023, all of its rights and obligations under the Interconnection Agreement, and the
24 Liberty (RNG) LLC desires to accept such assignment and assume such obligations; and

25 **BE IT FURTHER RESOLVED** that the County Executive and the County Clerk be authorized to
26 sign the Agreement; and

27 **BE IT FINALLY RESOLVED** that the Department of Waste & Renewables be directed to
28 ensure complete performance of the Agreement.

DANE COUNTY INTERCONNECTION ASSIGNMENT AGREEMENT

This Agreement (this “*Agreement*”) dated as of October 5, 2023, by and between Sandhill Advanced Biofuels, LLC, a Delaware limited liability company (“*Assignor*”) and Liberty (RNG), LLC, a Delaware limited liability company (“*Assignee*”).

RECITALS

- A. Assignor is party to an RNG Access Agreement with the County of Dane (the “*County*”) a quasi-municipal corporation in the State of Wisconsin, dated August, 2019, as amended by RNG Access Agreement Amendment of Agreement No. 1 dated August 17, 2021 (collectively, the “*Interconnection Agreement*”).
- B. The Agreement provides the Assignor with access to the County’s interconnection station and grants the Assignor the right to offload its renewable natural gas (“*RNG*”) that it produces from its facilities into the County’s pipeline.
- C. As of the date hereof, Assignee owns, directly, 100% of the issued and outstanding equity interests in the Assignor.
- D. Assignor desires to assign to the Assignee, as of the date hereof, all of its rights and obligations under the Interconnection Agreement as described herein, and the Assignee desires to accept such assignment and assume such obligations.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINED TERMS; RULES OF CONSTRUCTION

Section 1.1. Definitions. As used in this Agreement, capitalized terms defined in the introductory paragraph or other sections of this Agreement have the meanings set forth therein, and any not defined herein shall have the meaning attributed to them in the Interconnection Agreement.

Section 1.2. Rules of Construction.

(a) All article, section, subsection, schedule and exhibit references used in this Agreement are to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified. The exhibits and schedules attached to this Agreement constitute a part of this Agreement and are incorporated in this Agreement for all purposes.

(b) If a term is defined as one part of speech (such as a noun), it will have a corresponding meaning when used as another part of speech (such as a verb). Unless the context of this Agreement clearly requires otherwise, words importing the masculine gender will include the feminine and neutral genders and vice versa. The words “includes” or “including” will mean “including without limitation,” the words “hereof,” “hereby,” “herein,” “hereunder” and similar

terms in this Agreement will refer to this Agreement as a whole and not any particular Section or article in which such words appear. The term “will” and “shall” have the same meaning.

ARTICLE II ASSIGNMENT AND ASSUMPTION

Section 2.1. Assignment of Interconnection Agreement. The Assignor hereby assigns to the Assignee, for consideration of \$1.00, all the rights of the Assignor under the Interconnection Agreement.

Section 2.2. Assumption by the Assignee. The Assignee agrees to pay, perform, discharge, and otherwise comply with, as and when due, all obligations, liabilities and duties which accrue and are to be performed and discharged, from and after the date of this Agreement, under the Interconnection Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each party hereto, severally as to itself, represents and warrants to each other party hereto, as of the date of this Agreement that:

(a) Organization. It is a limited liability company or corporation, as applicable, duly formed, validly existing and in good standing under the laws of its jurisdiction of formation or incorporation.

(b) Authority. It has all requisite power and authority to execute and deliver this Agreement, to carry out its obligations hereunder, and to perform and consummate the transactions contemplated by this Agreement. It has obtained all necessary consents and approvals for the execution and delivery of this Agreement, the performance of its obligations hereunder, and the consummations of the transactions contemplated hereby.

(c) Binding Agreement. It has duly executed and delivered this Agreement and (assuming due authorization, execution and delivery by the other parties to this Agreement) this Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms, except(?) as enforceability may be limited by the effect of bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally and by general principles of equity (whether considered in a proceeding at law or in equity).

ARTICLE IV MISCELLANEOUS

Section 4.1. Counterparts. This Agreement may be executed in separate counterparts with separate signature pages, all of which when taken together will constitute one instrument. Delivery by facsimile or other electronic transmission of an executed original or the retransmission of any executed facsimile or other electronic transmission will be deemed to be the same as delivery of an executed original.

Section 4.2. Further Assurances. The parties hereto agree to take all such further actions and execute, acknowledge and deliver all such further documents that are necessary or useful in carrying out the purposes of this Agreement.

Section 4.3. Notices. Any notice, demand or request provided for in this Agreement, or served, given or made in connection with it, will be in writing and will be deemed properly served, given or made if delivered in person or sent by facsimile or email (in the case of delivery by facsimile or email, solely if receipt is confirmed) or sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight courier that provides a receipt of delivery, in each, to the parties hereto at the addresses specified below (or such other address as such party may subsequently specify by delivery of written notice thereof hereunder):

If to the Assignor:

c/o Algonquin Power Co.
354 Davis Road, Suite 100
Oakville, ON L6J 2X1
Attention: Jennifer Tindale, Chief Legal Officer
Email: notices@APUCorp.com

If to the Assignee:

c/o Algonquin Power Co.
354 Davis Road, Suite 100
Oakville, ON L6J 2X1
Attention: Jennifer Tindale, Chief Legal Officer
Email: notices@APUCorp.com

Section 4.4. Governing Law; Venue and Jurisdiction. This Agreement will be governed by and construed in accordance with the Laws of the State of New York, without giving effect to any conflict or choice of law provision that would result in the application of another state's Law. The parties hereto irrevocably submit to the exclusive jurisdiction of any state or federal court in New York, New York for purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby and each party hereto consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding that is brought in any such court has been brought in an inconvenient forum. Each party hereto waives, to the fullest extent permitted by law, any right it may have to a trial by jury.

Section 4.5. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of Assignor and the Assignee and their respective successors and permitted assigns.

Section 4.6. Nothing in this Agreement, including Para. 4.4, is intended to amend or alter the terms of the Interconnection Agreement.

[Signature Page Follows]

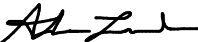
IN WITNESS WHEREOF, each party has caused this Agreement to be executed on its behalf by its duly authorized representative, as of the day and year first above written.

**SANDHILL ADVANCED BIOFUELS,
LLC**

By: 
Adam Loudon (Oct 17, 2023 09:27 EDT)

Name: Adam Loudon
Title: President

LIBERTY (RNG), LLC

By: 
Adam Loudon (Oct 17, 2023 09:27 EDT)

Name: Adam Loudon
Title: President

By: 
Steven Burns (Oct 17, 2023 09:30 EDT)

Name: Steve Burns
Title: Secretary

Solely for the purposes of section 22 of the Interconnection Agreement, Dane County hereby consents to the assignment of the Agreement by the Assignor to the Assignee:

COUNTY OF DANE

By:

Name: Joe Parisi
Title: County Executive

From: [Sally Taylor](#)
To: [Adam Loudon](#); [Steve Burns](#)
Cc: [Robert Eeuwes](#); [Melissa Pilato](#)
Subject: Dane County Interconnection - Assignment Agreement
Date: Thursday, October 5, 2023 1:19:00 PM
Attachments: [Liberty - Dane County Assignment Agreement, Oct 5, 2023.docx](#)

Adam, Steve,

In order to add the Norswiss and Heller projects to the existing Interconnection Agreement with Dane County, we needed to assign the Agreement to Liberty (RNG). Therefore, we have prepared an Assignment Agreement in which Sandhill Advanced Biofuels LLC is assigning all its rights and obligations under the Interconnection Agreement to Liberty (RNG) LLC. For reference, the Agreement has been approved by Robert Eeuwes.

The document is attached for your reference – Adobe signature request will come shortly from Melissa Pilato.

Let me know if you have any questions, thanks

Sally

Sally Taylor | Liberty Power | Senior Manager, Business Development
P: 416-704-2936 | C: 416-704-2936 | E: Sally.Taylor@algonquinpower.com
354 Davis Road, Suite 100, Oakville, Ontario L6J 2X1