

# Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

Department <b>Land &amp; Water Resources</b>	Contract/Addendum #: <b>11414-1A</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input checked="" type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <b>2/20/13 - 2/19/28</b>																					
4. Amount of Contract or Addendum: <b>\$1/year - Original Agreement</b>																					
5. Purpose: <b>Amend the Digester Development and Operation Agreement between GL Dairy Biogas, LLC and Dane County</b>																					
6. Vendor or Funding Source: <b>GL Dairy Biogas, LLC</b>																					
7. MUNIS Vendor Code: <b>23466</b>																					
8. Bid/RFP Number: <b>N/A</b>																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No <b>N/A</b>																					
11. Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____ Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <b>Res. 186, 12-13</b>																					
14. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					
15. Director's Approval: <i>Kevin Connors</i>																					

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name
<i>MG</i> Received	_____	<u>3/7/17</u>	_____	GL Dairy Biogas, LLC
<i>COJ</i> Controller	_____	_____	<u>3/7/17</u>	Contact Person
<i>JR</i> Corporation Counsel	_____	<u>3/7/17</u>	_____	Jeff Rich
<i>RM</i> Risk Management	_____	<u>3/8/17</u>	<u>3/8/17</u>	Phone No.
<i>CC</i> Purchasing	_____	<u>3/7/17</u>	<u>3/7/17</u>	(608) 775-6970
_____ County Executive	_____	_____	_____	E-mail Address
				JJRich@gundersenhealth.org

**Footnotes:**

- 1.
- 2.

<b>Return to:</b> Name/Title: Kevin Connors Phone: 608-224-3731 E-mail Address: connors.kevin@countyofdane.com	<b>Dept.:</b> Land & Water Resources <b>Mail Address:</b> 5210 Fen Oak Drive, #208 Madison, WI 53718
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## Certification

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: March 7, 2017

Signed: *Kevin Connor*

Telephone Number 608-224-3731

Print Name: Kevin Connor

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**FIRST AMENDMENT TO  
DIGESTER DEVELOPMENT and OPERATION AGREEMENT**

This First Amendment to the Digester Development and Operation Agreement entered into by and between GL Dairy Biogas, LLC ("Owner") and the County of Dane ("County"). Owner and County may be collectively referred to as "Parties."

WHEREAS County and Owner entered into a Digester Development and Operation Agreement for the development and construction of an anaerobic digester project in the Town of Springfield that was fully executed on May 6, 2013; and

WHEREAS the parties have agreed to the addition of a nutrient concentration I system to the project at no cost to the Owner, and

WHEREAS County has contracted for the construction and operation of a nutrient concentration system on the project site; and

WHEREAS the Wisconsin Department of Natural Resources has granted a request to revise the operating permit for the digester which revises the phosphorus removal standards as a result of the addition of the nutrient concentration system;

NOW THEREFORE, the Parties, for mutual consideration contained herein, agree as follows:

1. The Digester Development and Operation Agreement shall remain in full force and effect except as amended herein.

2. Section II D of the Digester Development and Operation Agreement is amended to read as follows:

- D. Owner agrees to build and operate Project which will digest manure and other substrates so that not less than 60% of the total phosphorus currently contained in the manure and not less than 70% of the of total phosphorous contained in the other substrates will be extracted from manure and other substrates received at the plant on an annual basis (the "Phosphorous Removal Requirements") consistent with applicable standards and rules as specified in the DNR permit requirements as provided in the attached Exhibit G (the "DNR Permits").

The post-digester liquid resulting from the digester process will be in two forms: 1) "Effluent" which is manure and substrate that has been processed through the digester and further subjected to phosphorous reduction processes, and 2) "Unprocessed Digestate" which is manure and substrate that has been processed through the digester but has not been subjected to phosphorous reduction processes.

Owner shall cause each farm that is contracted by Owner to supply manure for the digester (other than on an emergency basis only) and receives Effluent and Unprocessed Digestate from the digester (a "Participating Farm") to submit a nutrient management plan acceptable to both the County and DNR. With respect to any Participating Farm that is not separately permitted by the DNR and therefore covered under Owner's DNR Permits, all Effluent and Unprocessed Digestate from the digester returned to such Participating Farm will be applied by the Participating Farm in compliance with its nutrient management plan and all other applicable requirements of Owner's DNR Permits. Repeated failure of a Participating Farm to comply with such requirements may jeopardize its ability to receive Effluent and Unprocessed Digestate from the digester.

The nutrient management plan of each Participating Farm and Owners's obligation under DNR Permits are expected to allow the post-digester liquids to be returned to each of the participating farms in a proportion equal to 79% Effluent and 21% Unprocessed Digestate. Pursuant to its feedstock agreement with each Participating Farm, Owner shall cause each Participating Farm to agree that it will provide and maintain appropriate lagoon storage to accommodate both type of post-digester liquid.

The agreements between the Owner and each Participating Farm will also require that the Participating Farm notify Owner at least six (6) months in advance if the Participating Farm's nutrient management plan dictates the need for additional phosphorous than the initial 79/21 allocation described above can provide. If the Owner receives such notice from any Participating Farm, the Owner shall immediately forward such notice to the County.


Based on the nutrient management plan of each Participating Farm, and in conformance with all applicable Permits, adjustments to the allocation of Effluent and Unprocessed Digestate provided to each Participating Farm can be made to avoid the need for the application of commercial phosphorous by each farm. If the nutrient management plans of the combined Participating Farms served by the digester indicate that the need for additional phosphorous cannot be met by simply adjusting the allocation between the two post-digester liquids, then the Phosphorus Removal Requirements may be modified. Any such modification requires County approval and shall comply with all permit requirements.

3. This amendment is effective upon issuance by the Wisconsin Department of Natural Resources of a revised operating permit for the digester that contains the phosphorus removal standards set forth in this amendment. If the WDNR declines to issue a revised permit or issues a permit with different phosphorus removal standards this amendment shall be null and void.

IN WITNESS WHEREOF the Parties have executed this First Amendment, effective as of the date it is signed by all parties.

GL DAIRY BIOGAS, LLC

By:



Name: Mark Platt

Title: Sr Vice President, Business Svcs.

Date: 3-2-17

COUNTY OF DANE, WISCONSIN

By:

Name: Joseph Parisi

Title: County Executive

Date: \_\_\_\_\_

By:

Name: Scott McDonnell

Title: County Clerk

Date: \_\_\_\_\_