

Res628

Dane County Contract Cover Sheet

Dept./Division	LWRD
Vendor Name	CLEAN FUEL DANE LLC
Vendor MUNIS #	26170
Brief Contract Title/Description	THIRD AMENDMENT TO GROUND LEASE
Contract Term	6 years with renewal options
Total Contract Amount	\$ 0

Contract # <small>Admin will assign</small>	10337C
Addendum	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input checked="" type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$36,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$36,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$36,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Obj Code	Amount	\$
Req #	Org Code	Obj Code	Amount	\$
Year	Org Code	Obj Code	Amount	\$

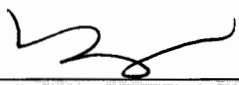
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.				
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.				
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.			Res #	628
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.			Year	2018

Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	5/22/19		
an	Controller		5/22/19	
PCP	Purchasing	5/24/19	5/24/19	
CP	Corporation Counsel	5/24/19	5/24/19	
SA	Risk Management	5/23/19	5/23/19	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	LAURA HICKLIN	Name	Craig Murphy
Phone #	6082243765	Phone #	5174203514
Email	HICKLIN.LAURA@COUNTYOFDANE.COM	Email	craig.murphy@brightmarkenergy.com
Address	5201 FEN OAK DRIVE	Address	235 Pine St Suite 1100 San Fran CA 94104

Certification: The attached contract is a:	
<input type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input checked="" type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		7/22/19
	Printed Name	
	Laura Hicklin	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	

AUTHORIZING RENEWABLE NATURAL GAS (RNG) ACCESS AGREEMENT AND
LEASE AMENDMENTS TO BME DANE HOLDINGS, LLC

Clean Fuel Dane, LLC has requested authorization from Dane County to assign the rights and obligations of the ground and equipment lease that run with the anaerobic digester located in the Town of Vienna with a street address of 6307 Cuba Valley Road, Dane, WI 53529 ("Digester") to BME Dane Holdings, LLC.

The Department of Waste & Renewables and the Department of Land & Water Resources have worked with both Clean Fuel Dane, LLC and BME Dane Holdings, LLC regarding the assignment, which is part of a larger plan to transition the digester from electrical production to RNG production. The RNG produced at the Digester would then be transported to the County's interconnection station at the landfill for injection.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and Dane County Clerk are authorized to execute, on behalf of Dane County, a Ground Lease Amendment, Equipment Lease Amendment, and RNG Access Agreement with Clean Fuel Dane, LLC and or BME Dane Holdings, LLC as appropriate.

**THIRD AMENDMENT
TO
GROUND LEASE**

This Third Amendment to the Ground Lease (this "Amendment") is dated this ___ day of June, 2019 by and between Clean Fuel Dane, LLC, a Delaware limited liability company ("Lessee"), and the County of Dane, Wisconsin, a Wisconsin quasi-municipal corporation (the "Lessor"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Ground Lease (as defined below).

WHEREAS, Lessor and Lessee, as the assignee of Clear Horizons Dane, LLC, a Wisconsin limited liability company, have entered into that certain Ground Lease dated June 22, 2010, as amended by the First Amendment to Ground Lease dated November 9, 2012 and as amended by the Consent to Assignment of Leases and Amendment of Ground Lease dated November, 2015 (as amended, collectively, the "Ground Lease"); and

WHEREAS, Clean Fuel Partners, a Delaware limited liability company and the owner of all of the outstanding membership interests of Lessee ("CFP"), and BME Dane Holdings LLC, a Delaware limited liability company ("BME"), have entered that certain Membership Interest Purchase Agreement dated December 31, 2018 (the "Purchase Agreement"), pursuant to which BME shall acquire from CFP all of the outstanding membership interests of Lessee; and

WHEREAS, it is a condition precedent to the Purchase Agreement that the parties execute and Lessee deliver this Amendment to BME; and

WHEREAS, pursuant to Section 27 of the Ground Lease, the parties hereto desire to amend the Ground Lease as provided herein; and

WHEREAS, the parties' obligations pursuant to this Amendment are conditioned upon the closing of the transactions contemplated by the Purchase Agreement.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment to Section 7. Section 7 of the Ground Lease is hereby amended to read in its entirety as follows:

"7. Zoning: Use for Intended Purpose. Lessor represents and warrants that both the Leased Premises is zoned for agricultural purposes and are properly zoned for uses intended by the Agreement. Lessor further represents that at the time of execution of this Agreement the original three farms with which Lessee contracted for the supply of manure to operate the anaerobic digester, which farms are listed on Exhibit B are zoned for agricultural purposes. In the event that during the term of this Agreement, all or any portion of the Leased Premises is rezoned in a manner that precludes or interferes with Lessee's operation of the anaerobic digester, Lessor shall reimburse Lessee for any losses incurred as a direct result of said rezoning. Lessee shall be responsible for ensuring proper

zoning for any additional participating farms that supply manure and shall provide Notice to Lessor of all participating farms in the Annual Report outlined in Exhibit E.

2. Amendment to Section 4. Section 4 of the Ground Lease is hereby amended to read in its entirety as follows:

“4. Right to Construct Improvements. During the Lease Term, Lessee shall have the right to construct up to four (4) anaerobic digesters and improvements reasonably associated therewith on the Leased Premises; including, without limitation, biogas upgrade equipment and renewable natural gas (“RNG”) delivery and loading equipment. Lessee shall also have the right to operate, maintain, repair and store, all materials, tools, consumables, equipment or other items reasonably associated with the procurement, construction, maintenance and operation of an anaerobic digester, including, without limitation, feedstock for the continuous operation of the anaerobic digesters and reciprocating engines for the combustion of any gases produced by the anaerobic digesters and all works reasonably associated therewith including, but not limited to those improvements listed on Exhibit A. Lessee shall also have the right to maintain operation offices and public exhibitions related to the construction, operation and maintenance of the aforesaid anaerobic digesters. The foregoing improvements shall be collectively referred to herein as “**Lessee’s Improvements**”. For the avoidance of doubt, Lessor has no obligation whatsoever to improve or alter the Land.”

3. Amendment to Section 12. Section 12 of the Ground Lease is hereby amended to read in its entirety as follows:

“12. Additions and Alterations. Lessee shall have the right during the Lease Term of this Lease to make alterations, attach fixtures, install equipment and erect additions to the Lessee’s Improvements, including, without limitation, additional anaerobic digesters in accordance with this Lease, biogas upgrade equipment and RNG delivery and loading equipment; provided that: (a) an Event of Default shall not then exist; (b) all such alterations shall be pursued promptly to completion and shall be done in a good and workmanlike manner; and (c) shall be undertaken in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, board and officers. Lessee shall retain title to any readily removable additions improvements or equipment, including without limitation, the biogas upgrade equipment installed upon the Land, subject to the rights of Lessor to purchase certain equipment relating to the Digester Operations pursuant to Section 25(2)(c) of the Lease following the occurrence of an Event of Default pursuant to Section 25(1) of the Lease, provided that in no even shall any such right to purchase apply to any of Lessee’s biogas upgrade equipment and RNG delivery and loading equipment installed at the Leased Premises.”

4. Amendment to Section 20. Section 20 of the Ground Lease is hereby amended to read in its entirety as follows:

“20. Land Use Matters. Lessor and Lessee acknowledge that Lessee intends to construct upon the Land up to four (4) anaerobic digesters, biogas upgrade equipment, and renewable gas delivery and loading equipment. Lessor agrees to execute or join with Lessee as necessary in the execution of any reciprocal easement agreements or lot tie agreement and in applications to obtain such subdivisions, parcel maps, use permits or use or zoning changes or variances as may be reasonably necessary for Lessee’s development and use of the Leased Premises, all at Lessee’s expense and without cost or expense to Lessor. Subject to the conditions set forth in the preceding sentence, Lessor shall cooperate with Lessee’s efforts to obtain entitlements for the construction, operation and maintenance of Lessee’s Improvements provided that such cooperation is without additional cost or expense to Lessor.”

5. Amendment to Section 25. Section 25(1)(f) of the Ground Lease is hereby amended to read in its entirety as follows:

“(f) There becomes effective an assignment or other transfer of ownership interest in this Lease or any portion thereof, by operation of law, order of court or otherwise, except as expressly permitted under this Lease; or

Notwithstanding the foregoing, any acquisition of at least a majority of the outstanding membership interests of Lessee by Brightmark Energy or any of its affiliates, pursuant to the Purchase Agreement or by means of any other transaction or series of related transactions (including, without limitation, a merger, consolidation or reorganization of the Lessee with or into another corporation), or a sale of all, or substantially all of the assets of the Lessee to Brightmark Energy or any of its affiliates, shall not be deemed an Event of Default pursuant to this Lease and shall be expressly permitted.”

5. Amendment to Exhibit A. Exhibit A of the Ground Lease is hereby amended and shall read as set forth on Exhibit A attached hereto.

6. Addition of Exhibit E. Exhibit E: Phosphorus Management Plan is attached hereto and hereby fully incorporated into the Ground Lease, provided that a breach of such Phosphorus Management Plan shall only create an Event of Default under that Ground Lease as explicitly provided in Phosphorus Management Plan.

7. Full Force and Effect. Except as modified above, all other terms and provisions of the Ground Lease shall remain in full force and effect in accordance with their terms, and the parties hereby ratify and affirm the terms of the Ground Lease, as amended, effective as of the date hereof.

8. Miscellaneous. This Amendment shall be deemed to be an amendment to the Ground Lease. All references to the Ground Lease in any other document, instrument, agreement or writing executed hereafter shall be deemed to refer to the Ground Lease as

amended hereby. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Ground Lease as of the date first written above.

CLEAN FUEL DANE, LLC

By: 

Name: John Haeckel

Title: Chief Executive Officer

COUNTY OF DANE

By: _____

Name: _____

Title: _____

**EXHIBIT A
TO SECOND AMENDMENT**

EXHIBIT A

Legal Description:

Lot Two (2) Certified Survey Map No. 12937 recorded in Volume 82 of Certified Survey Maps, page 204 as Document No. 4672381, located in the Town of Vienna, Dane County, Wisconsin.

Improved Lot for Construction of Digester System including:¹

209263-0008\25025519.1

¹ Existing List to be updated with the description of all Lessee's Improvements to date.

Exhibit E Phosphorus Management Plan

RNG Requirement

All renewable natural gas (RNG) transported from the Lessee’s digester facilities shall be offloaded at the County’s interconnection station known as ANR Line No. 1-1363 during the term of, and pursuant to the terms and conditions outlined in, the RNG Access Agreement dated May __, 2019 or successor agreements entered into between the County of Dane (the “Lessor”) and Clean Fuel Dane, LLC (the “Lessee”).

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 Lessee’s anaerobic digester project through December 31, 2023. 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 Lessee’s anaerobic digester starting January 1, 2024. If Lessee fails to remove a minimum of 40% of phosphorus over any such biannual 6-month period and fails to cure such failure by meeting such level during the immediately subsequent additional 6-month period calculated from weekly averaged data for the liquid and solid manure stream delivered to the Lessee’s anaerobic digester, then there shall be an Event of Default under Section 25 of the Ground Lease. If, after January 1, 2024, Lessee fails to remove a minimum of 60% of phosphorus over any biannual 6-month period calculated from weekly averaged data for the liquid and solid manure stream delivered to the Lessee’s anaerobic digester, then Lessee shall pay Lessor a phosphorus penalty payment of \$75,000 with respect to each such failure and no such failure shall constitute an Event of Default under the Ground Lease.

Access fees to the County’s interconnection station under the RNG Access Agreement shall be based on the level of performance 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	40% - 79%	\$2.50 per Dekatherm
Tier 2	>80%	\$1.25 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 *Lessee* may request modification to adjust the phosphorus removal requirements as outlined above. This modification request would need to 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 Lessee and Lessor.

Exhibit E Phosphorus Management Plan

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: Lake Mendota - Yahara River, Lake Monona - Yahara River, and the Headwaters - Yahara River.

Clean Fuel Dane shall be permitted to continue to receive substrates for use in the project until April 1, 2020 at which time Clean Fuel Dane 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

New non-emergency participants shall Lessee show provide written notice to Lessor of all participating farms. Lessee shall require, as a condition of accepting manure, that all farms meet conditions of the *Land Spreading Requirements* and *Nutrient Management Plan Requirements*. Lessor shall notify Lessee in writing if any farms do not meet the land spreading and nutrient management plan requirements, in which case Lessee 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 lessee. 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 need to 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.

Exhibit E Phosphorus Management Plan

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 25% 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 a manner that matches lower soil test phosphorus levels, nutrient loadings, and crop nutrient needs, in accordance with approved Nutrient Management Plans.

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 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.

Exhibit E Phosphorus Management Plan

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	
701	Clean Fuel Dane's Raw Manure Tank containing mixed liquid and solid manure. This Sampling Point includes all piping and transfer equipment from the farms' receiving Tanks to the Raw Manure Tank.
702	Composite sample from Clean Fuel Dane's Processing Substrate Tank
703	Influent to the digesters from Raw Manure, Food Processing Substrate Tanks and Bed Pack from all participating farms.
704	Sample port located just before digestate enters the solid/liquid separation process
705	Sample from any participating farm bed pack and solids input to the manure digester
015	Sample from the solid fraction removed by the solid/liquid separation equipment and sent to other interested parties located outside the watersheds draining into Lake Mendota.
101	Sample from piping leading to digestate storage or tanker trucks for diversion.
102	Sample of the liquid fraction from the solid/liquid separation process, which is subsequently stored in a tank before being pumped through a flow meter to a farm.
103	Sample from the solid fraction that is removed by the solid/liquid separation equipment but then gets returned to participating farms for bedding or land application.

Daily Monitoring

Monitoring Pont	Parameter	Units of Measure
701	Flow	gallons per day
702	Flow	gallons per day
705	Weight	pounds per day
015	Weight	pounds per day
101	Flow	gallons per day
102	Flow	gallons per day
103	Weight	pounds per day

At least one representative sample will be collected per week. Additional samples may be taken as back-up 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

**Exhibit E
Phosphorus Management Plan**

702	Concentration	milligrams per liter
705	Concentration	milligrams per kilogram
015	Concentration	milligrams per kilogram
101	Concentration	milligrams per liter
102	Concentration	milligrams per liter
103	Concentration	milligrams per kilogram

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
705	Load	pounds per week
015	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 + 705.

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 <i>Lessee</i> 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

Exhibit E Phosphorus Management Plan

Monitoring Point 15 and 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 <i>Lessee</i> 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 25% diversion limit has been exceeded for any given biannual review period.

Phosphorus Removal

Weekly percent phosphorus removals are calculated by summing monitoring points 15 and 103 and dividing them by the difference between weekly loadings of point 703 and 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, based on the tier category above, has been met for any given biannual review period.

Project Performance Reporting

Biannual Reporting

Lessee 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 lessee 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 Lessee. 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.

Exhibit E
Phosphorus Management Plan

Amendments to Phosphorus Management Plan

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