

Dane County Contract Cover Sheet

Res 183
Significant

Dept./Division	Public Works - Solid Waste
Vendor Name	ANR PIPELINE COMPANY (TRANSCANADA)
Vendor MUNIS #	24306
Brief Contract Title/Description	Award of Contract for Pipeline Interconnection.
Contract Term	January 31, 2019
Total Contract Amount	\$ 3,103,000.00

Contract # <small>Admin will assign</small>	13472
Addendum	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input 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 checked="" type="checkbox"/> Bid Waiver – Over \$36,000 (N/A to Public Works)	
	<input type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	SWMETHGO	Obj Code	58087	Amount	\$ 3,103,000.00
Req #	2058	Org Code	Obj Code		Amount	\$
Year	2018	Org Code	Obj Code		Amount	\$

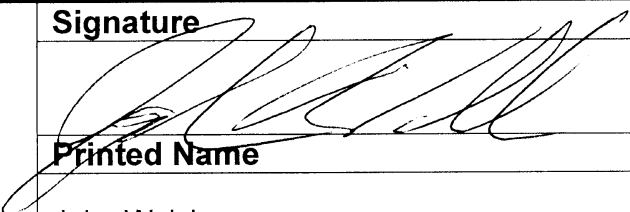
Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract cover sheet.						
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.						
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #	183
	<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	8/21/18		
al	Controller		8/22/18	
PCP	Purchasing	8/24/18	8/24/18	
	Corporation Counsel	8/23/18	8/23/18	
ra	Risk Management	8/22/18	8/22/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Welch	Name	Jake Haney
Phone #	(608) 516-4154	Phone #	(832) 581-9496
Email	welch@countyofdane.com	Email	jake_haney@transcanada.com
Address	1919 Alliant Energy Center Way Madison, WI 53713	Address	700 Louisiana St Houston, TX 77002

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. <i>The modifications have been reviewed by: Dave Gault</i>

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		
	Printed Name John Welch	
		8/14/18

Contracts Exceeding \$100,000 Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
	Comments	
		8/23/18

FACILITIES AGREEMENT

THIS FACILITIES AGREEMENT (“Agreement”) dated _____, 2018, is between the County of Dane (“County”), a quasi-municipal corporation in the State of Wisconsin, and ANR Pipeline Company (“ANR”), a Delaware corporation. County and ANR are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, County owns and operates biogas production, processing and collection facilities located within the State of Wisconsin; and

WHEREAS, ANR owns and operates a pipeline known as ANR’s Line No. 1-363 (“Line 1-363”) which passes through the State of Wisconsin as part of ANR’s existing Federal Energy Regulatory Commission (“FERC”) regulated interstate natural gas pipeline system; and

WHEREAS, County desires to establish an interconnection between its facilities and ANR’s Line 1-363, and ANR is willing to establish such interconnection, all on the terms and subject to the conditions set forth herein; and

WHEREAS, ANR and County also desire to set forth in this Agreement their respective rights and responsibilities with respect to the ownership and operation of such interconnection;

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

1. **Interconnection Point.** The interconnection that is the subject of this Agreement will serve as both a delivery from County’s facilities and as a receipt to ANR’s facilities.

The point of interconnection between ANR’s natural gas pipeline facilities and County’s pipeline facilities will be in Dane County, Wisconsin. The supporting meter station is anticipated to be known as the Dane County Landfill Meter Station (the “Meter Station”) and will be built on property located in the following area:

Northwest Quarter of Section 25, Township 7 North, Range 10 East, Dane County, Wisconsin.

County shall maintain responsibility for the acquisition of all fee interests, easements, rights-of-way and other interests in property that are required for the site in the area described above upon which the gas measurement facilities that are contemplated by this Agreement will be located (the “Meter Station Site”). No part of the Meter Station will be located on ANR’s existing right-of-way for its existing pipeline facilities. County will maintain responsibility for the acquisition of all fee interests, easements, rights-of-way and other interests in property that is required for the piping described in Section 3.2 below.

Prior to commencement of construction, County will grant or convey to ANR, on terms satisfactory to both Parties, such rights and interests in and to the Meter Station Site as ANR may require, upon which certain of the ANR Facilities and the Operated Facilities (both, as hereinafter defined) will be located.

2. **Summary of Terms Governing the Facilities.** Exhibit “A” attached hereto and incorporated herein for all purposes is intended to summarize the terms of this Agreement governing the Parties’ respective ownership of and responsibilities for the equipment and facilities comprising the interconnection that is the subject of this Agreement. To the extent that there may be any conflicts or inconsistencies between the terms set forth on Exhibit “A” hereto and those set forth in the body of this Agreement, those set forth in the body of this Agreement shall control.

3. **ANR Facilities.** Unless otherwise noted below, ANR will design, procure, construct, install, and own, and as more fully set forth in Section 19, will operate, repair, maintain, and when appropriate, replace and remove, in each case, in accordance with (i) the specifications and standards that are adopted and prescribed from time to time by ANR and that are presently referred by ANR as the TransCanada Operating Procedures and TransCanada’s Engineering Standards (collectively, the “Standards”), (ii) prudent, sound, and generally accepted pipeline practices (“Industry Practices”), and (iii) all applicable laws, rules, regulations, orders, permits, and authorizations of governmental authorities having jurisdiction (“Applicable Law”), the facilities listed and described in this Section 3 (herein referred to collectively as the “ANR Facilities” or “ANR’s Facilities”):
 - 3.1 **Pipeline Connection.** A connection will be made on ANR’s existing right-of-way to ANR’s Line 1-363 using the hot tap method. Attached to the connection will be an associated side-valve, a riser assembly with isolation and check valves and over-pressure protection equipment.

 - 3.2 **Piping.** Approximately 2,000 linear feet of above- and below-ground piping along with associated isolation valves will be installed between the Custody Transfer Point and the hot tap connection.

 - 3.3 **Custody Electronic Gas Measurement.** The electronic gas measurement (“EGM”) facilities utilized for custody transfer measurement shall consist of the following:
 - (a) **Dual Purpose EGM Building.** An enclosed dual-purpose building to be installed by County to house the RTU described in Section 3.3(b), the gas quality equipment described in Section 3.3(c), the telecommunications and electrical equipment described in Sections 3.3(d) and 3.3(e) respectively, and other appurtenant equipment (the “EGM Building”).

 - (b) **Flow Computer/RTU.** A flow computer and/or associated remote terminal unit (“RTU”) with EGM capabilities.

- (c) Gas Quality Equipment. The gas quality equipment will include H₂S/Total Sulfur, O₂, H₂O analyzers, and a gas chromatograph which will provide gas composition data to be used in the gas quantity calculations performed by the RTU described in Section 3.3(b). A serial data feed from the gas chromatograph and a data share link to the H₂S/TS, O₂ and H₂O analyzer signals will be provided to County.
- (d) Telecommunication Equipment. A telecommunication link and associated devices, which may include modems and associated antennas, will be installed.
- (e) Electrical Equipment. An electrical distribution panel, uninterruptible power source, batteries, battery charger, and inverter.

3.4 Additional Facilities. The ANR Facilities shall also include the following:

- (a) equipment described in Exhibits "A" or "B" attached hereto that is not specifically described in this Section 3 but that is designated as being owned by ANR; and
- (b) any other materials or facilities associated with or appurtenant to the ANR Facilities described in this Section 3.

4. **Operated Facilities**. Unless otherwise noted below, ANR will design, procure, construct, install, and as more fully set forth in Section 19, will maintain, operate, and when appropriate, repair or replace, the facilities listed and described in this Section 4, all in accordance with the Standards, Industry Practices, and Applicable Law, and County shall own, and when appropriate, remove, in each case, the facilities listed and described in this Section 4 (herein referred to collectively as the "Operated Facilities"):

- 4.1 Piping. Above- and below-ground piping along with associated isolation valves will be installed between the Customer Tie-In Point as hereinafter defined and the Custody Transfer Point.
- 4.2 Metering. For deliveries to ANR, a 2-inch Coriolis meter run equipped with 4-inch piping on a skid with an enclosed building, together with an automatic shut-in isolation valve for gas quality tariff limits, bypass piping around the meter, and associated instrumentation, will be installed for custody transfer measurement.
- 4.3 Additional Facilities. The Operated Facilities shall also include the following:
 - (a) pressure and temperature transducers/transmitters, gas sample probe;
 - (b) cabling;

- (c) any equipment identified or described in Exhibits “A” or “B”, attached hereto that is not specifically identified or described in this Section 4 but that is designated as being owned by County but operated by ANR; and
 - (d) any other materials or facilities associated with or appurtenant to the Operated Facilities described in this Section 4.
5. **County Facilities.** Unless otherwise noted below, County shall design, procure, construct, install, own, operate, maintain, and when appropriate, replace and remove, in each case, in accordance with the Standards, Industry Practice, and Applicable Law, the facilities listed and described in this Section 5 (hereinafter referred to collectively as the “County Facilities”):
- 5.1 **Upstream Pipe.** County shall be responsible for installing the pipeline facilities upstream of the Customer Tie-In Point at the Meter Station Site. The Customer Tie-in Point shall be the insulating flange connection located at the inlet flange of the custody meter equipment described in Section 4.2 (“Customer Tie-In Point”).
 - 5.2 **Separation.** A filtration/separator vessel equipped with high level liquid switch and a differential pressure transmitter that will be monitored by ANR and set to shut off gas flow when necessary in accordance with Section 21. All gas delivered to the ANR Facilities must be filtered through the filter separator, as the last process prior to measurement and receipt at the ANR Facilities. ANR shall have the right to have a representative present to witness the inspection and maintenance of County's filter separator equipment. County shall make every effort to provide ANR five (5) business days’ prior notice of the time and date of inspections and maintenance of County's filter separator equipment. If the filter separator is bypassed without prior notification of ANR representatives then ANR may, on the basis of an evaluation of available data and under terms of ANR’s Tariff, refuse to accept gas tendered by County during the period that the filter separator is bypassed. If there is evidence of objectionable substances in the gas delivered to ANR by County in violation of ANR’s Tariff, either as evidence (via visual inspection or ultrasonic measurement diagnostics) of buildup on the Meter Station, then ANR shall provide two (2) days prior notice to County of such gas quality issue and may shut-in the Interconnect until such time as ANR determines that County has taken measures to ensure that gas delivered via the Interconnect will be free of objectionable substances. Cleaning of Meter Station equipment as a result of County contamination will be the financial responsibility of County.
 - 5.3 **Non-Custody Meter Run.** Two 2-inch Coriolis meter runs equipped with a 4-inch piping, together with an automatic shut-in isolation valve for gas quality tariff limits, bypass piping around the meter, and associated instrumentation, will be procured by ANR and installed by County.
 - 5.4 **Non-Custody EGM.** County’s non-custody EGM facilities may consist of the following:

- (a) Non-Custody Analyzer Building. An appropriate enclosed building to house the non-custody gas quality equipment described in Section 5.4(c) along with appurtenant equipment.
 - (b) Non-Custody Flow Computer/RTU. A flow computer/RTU, dedicated temperature and pressure transmitters, and associated RTU with EGM capabilities at the Meter Station.
 - (c) Non-Custody Gas Quality. The non-custody gas quality equipment will include H₂S/Total Sulfur, O₂, H₂O analyzers, and a gas chromatograph which will provide gas composition data. To be procured by ANR and installed by County.
 - (d) Telecommunication. A telecommunication link and associated devices, which may include modems and associated antennas.
 - (e) Electrical Equipment. An electrical distribution panel, uninterruptible power source, batteries, battery charger, and inverter in the building described in Section 5.4(a).
- 5.5 Regulation. Any necessary pressure regulation equipment, associated heaters, and associated electrical and grounding facilities upstream of the Custody Transfer Point.
- 5.6 Additional Facilities. The County Facilities shall also include the following:
- (a) site preparations, including, but not limited to, leveling and graveling;
 - (b) fencing that will provide security for the entire Meter Station Site;
 - (c) equipment included in Exhibits “A” or “B” attached hereto that is not specifically described in this Section 5 but that is designated as being owned and operated by County; and
 - (d) any other materials or facilities associated with or appurtenant to the County Facilities described in this Section 5.
6. **Custody Transfer Point**. Custody of the gas flowing through the Meter Station will transfer from County to ANR at the downstream-side of the 600# above-ground isolation flanged connection located at the outlet flange of the meter skid described in Section 4.2 (such point being herein referred to as the “Custody Transfer Point”).
7. **Cathodic Protection**. ANR will be responsible for all cathodic protection and alternating current mitigation for all buried piping described in Sections 3 and 4. County will be

responsible for all cathodic protection and alternating current mitigation for all buried piping described in Section 5.

8. **Access Road.** County shall provide an all-weather access road into the Meter Station Site which will include a vehicle approach to the Meter Station Site gate. County agrees that ANR shall have a permanent right-of-use of the road, and ANR shall have free and unrestricted use of such road at all times.
9. **Grounding.** ANR will design, construct, install, own, operate, and maintain an electrical grounding grid at the Meter Station Site.
10. **Commercial Utilities.** County, at its own cost and expense, shall design, install, activate, and maintain all dedicated and metered 120/240 volt alternating current electrical service, telephone service, and any other necessary utility services or support equipment for the ANR Facilities, the Operated Facilities and the County Facilities.
11. **Meter Testing.** ANR will inspect, maintain, and test the custody meter described in Section 4.2 and their associated instrumentation in accordance with the operating procedures as noted in the Standards, including those set forth in ANR's FERC Gas Tariff as in effect from time to time (the "Tariff"). ANR shall provide County with reasonable notice prior to all scheduled inspections and testing involving the meters and associated instrumentation such that County may have a representative present for such activities. If, after notice, County fails to have a representative present, the results of the test shall nevertheless be considered accurate until the next test. All tests of such measuring equipment shall be made at the expense of ANR; provided, however, if (i) County requests that any of the measuring equipment be tested and (ii) the results of such testing show that inaccuracy is found not to exceed two percent (2%), at a reading corresponding to the average hourly rate of flow, then County will bear the expense of such testing.
12. **Designees.** Each Party shall provide the other Party with advance notification of its intent to utilize a designee to perform any of the activities for which such Party is responsible pursuant to this Agreement, including providing all appropriate contact information for such designee. Such Party shall remain responsible under this Agreement for the performance of such activities notwithstanding any such delegation to a designee.
13. **Design Protocols.**
 - 13.1 **Right to Review and Require Revisions or Stop Work.** County shall produce design drawings and associated information for the County Facilities and the Operated Facilities as soon as practicable after the execution of this Agreement. ANR or its designee shall have the right to review the design and inspect construction of any County Facilities and Operated Facilities solely for the purpose of determining whether the County Facilities or the Operated Facilities would endanger or affect the operation of the ANR Facilities or any other facilities owned or operated by ANR. If ANR or its designee determines that the design of or construction work in connection with the County Facilities or the Operated Facilities would endanger or

affect the operation of the ANR Facilities or any other facilities owned or operated by ANR, ANR shall have the right to require design changes or stop work until corrections or modifications are made that will assure the safety and proper operation of the ANR Facilities or any other facilities owned or operated by ANR.

- 13.2 Parameters. County will design the County Facilities and Operated Facilities with a maximum allowable operating pressure of 975 pounds per square inch gauge (“psig”) at the Custody Transfer Point and meter design capacity of not less than 12.6 million standard cubic feet (“MMscf”) per day at a minimum pressure of 600 psig. The County Facilities and the Operated Facilities will be designed for an approximate minimum meter capacity of 0.494 MMscf per day at 852 psig.
- 13.3 Right to Observe. ANR shall have the right to have at least one ANR representative or its designee present (a) at the factory acceptance testing of any of the County Facilities and the Operated Facilities as specified on Exhibit A; (b) at the third party flow calibration of the ultrasonic meters; (c) when County constructs, installs, or modifies the County Facilities or the Operated Facilities; and (d) at the start-up and commissioning of the County Facilities and the Operated Facilities. Except as otherwise provided in Exhibit “B” hereto, County shall provide ANR with at least fifteen (15) days prior notice before commencing of any such work by County.
- 13.4 Installed Drawings. Within ninety (90) days following a Party’s completion of the construction, installation or modifications of ANR Facilities, the Operated Facilities or County Facilities, as applicable, as contemplated by this Agreement, including any new or replacement equipment installed subsequent to the initial construction or installation of any such Facilities, such Party will furnish to the other Party an “as installed” set of drawings for the other Party’s files.
14. Facility Modifications. County shall be responsible for modifications or alterations of any of the County Facilities as determined by County. Any such work that would require associated work with respect to the ANR Facilities or any other facilities owned or operated by ANR shall require the prior written consent of ANR, which consent may be conditioned on, among other matters, reaching agreement with County respecting County’s payment to ANR of all costs and expenses associated with such work. County shall produce all appropriate and necessary design drawings and associated information as soon as practicable before commencing any alteration or modification of the applicable County Facilities. ANR or its designee shall have the right to review the design and construction of the any applicable County Facilities for the purpose of determining whether the applicable County Facilities would endanger or affect the operation of the ANR Facilities or any other facilities owned or operated by ANR. If ANR or its designee determines that the design of or construction work on any applicable County Facilities would endanger or affect the operation of the ANR Facilities or any other facilities owned or operated by ANR, ANR shall have the right to require design changes or stop work until corrections are made that will reasonably assure the safety or proper operation of the ANR Facilities or any other facilities owned or operated by ANR.

ANR reserves the right, at its discretion, to require at some future date that County install additional equipment to assure safe, accurate and proper operation of the ANR Facilities or any other facilities owned or operated by ANR. ANR also reserves the right to require County, at its cost and expense, to relocate, remove, modify or upgrade the County Facilities located at the Meter Station at any time should a change in facility class location occur, should an expansion of the ANR system occur, or should ANR deem it necessary as a result of any other change that has or will occur at the Meter Station or with respect to the associated interconnecting facilities.

The provisions of Sections 13.1, 13.3, and 13.4 shall apply to the facility modifications made pursuant to this Section 14.

15. **Data Access and Monitoring.** Pursuant to the terms and conditions set forth in Exhibit “B” attached hereto, the Parties will allow each other access to their respective Facilities for the purpose of acquiring digital data, analog and/or pulse signals, and other such data from the facilities operated by the other Party.

16. **Term and Termination.** This Agreement shall be effective as of the date first written above (the “Agreement Effective Date”) and shall remain in full force and effect thereafter until terminated in accordance with the following provisions of this Section 16.

16.1 Each Party’s obligation to commence or continue construction of, or to permit or allow the flowing of gas through the Meter Station, shall be conditioned upon:

- (a) such Party having procured the equipment, materials, supplies, and labor required for the construction and operation of its Facilities, and
- (b) such Party having received and accepted, on terms and conditions acceptable to such Party, (i) all necessary regulatory approvals required to own, construct and operate its Facilities, (ii) all necessary permits, environmental approvals, local ordinance zoning rights, and other authorizations and approvals for the construction and operation of its Facilities, and (iii) all necessary fee interests, leaseholds, easements, licenses, and other rights or interests in property required for construction and operation of its Facilities.

If the conditions precedent described in this Section 16.1 have not been satisfied or waived in such a time frame such that each Party is able to complete the construction and installation of its Facilities within eight (8) months after the Agreement Effective Date, then unless the Parties agree to an extension of such time period, either Party may terminate this Agreement by providing notice of such termination to the other Party at least thirty (30) days prior to the date of termination. With respect to costs or financial obligations as described in Section 17 below incurred or committed to be incurred by ANR prior to the date of such termination: (a) County shall reimburse ANR for any and all such costs and financial obligations to the extent they exceed any payments made by County to

ANR prior to such date or (b) ANR shall refund to County any portion of such payments made by County that are in excess of costs and financial obligations incurred or committed to be incurred by ANR prior to such date. County shall reimburse ANR for any such costs and financial obligations, or ANR shall make such refund, as the case may be, no later than thirty (30) days after the date ANR notifies County of its determination of the applicable costs and financial obligations.

- 16.2 If, at any time after the Parties' Facilities are placed in service, gas has not flowed through the ANR Facilities or the Operated Facilities for a period of at least twelve (12) consecutive months, either Party may terminate this Agreement upon at least six (6) months prior written notice to the other Party. After such notice and prior to such termination, ANR will remove any of the ANR Facilities located on property owned or controlled by County.

Termination of this Agreement shall not relieve either Party from any obligation accruing or accrued through the date of such termination, nor deprive a Party not in default of any rights or remedies otherwise available to it.

17. **Cost Responsibilities.** County shall pay or reimburse ANR for the following amounts: (i) all of the costs and expenses incurred by ANR in connection with the design, procurement, construction, and installation of the ANR Facilities and the Operated Facilities and in connection with the other activities conducted by ANR pursuant to the terms of this Agreement that are associated with the construction and installation of the County Facilities, including all of ANR's overhead costs, (ii) the amount that ANR requires as reimbursement for the income tax impact associated with ANR being paid or reimbursed for, or otherwise provided with, the costs and expenses associated with the ANR Facilities, and (iii) the costs and expenses incurred by ANR in connection with the design and procurement of certain agreed upon additional County Facilities, including but not limited to non-custody analyzers and non-custody meter skids. The amount of the costs and other amounts referred to in clauses (i), (ii), and (iii) above are referred to collectively as the "Actual Cost."

Upon execution of this Agreement, County will pay to ANR Three Million One Hundred Three Thousand Dollars (\$3,103,000.00) (the "Estimated Cost"), which amount is the present estimate of the Actual Cost, but is not intended to be a limit or restriction on the payment of the Actual Cost. County will pay the Estimated Cost via wire transfer of immediately available funds to ANR's account #3065-9447 at Citibank, N.A., New York, NY, bank routing #021 000 089.

Notwithstanding anything in this Agreement that may be construed to the contrary, ANR shall not be obligated to commence or continue any procurement activities or other work required of ANR in connection with the interconnection project that is the subject of this Agreement unless and until ANR has received from County payment in full of the Estimated Cost. If payment of the Estimated Cost is not received by ANR within thirty (30) days after the Agreement Effective Date, ANR may terminate this Agreement at any

time thereafter. Such termination will not limit or restrict any other rights or remedies available to ANR as a result of such breach by County.

As soon as practicable after completion of the interconnection project that is the subject of this Agreement and the final accounting for such project, ANR shall render to County (i) if the Actual Cost exceeds the Estimated Cost paid by County, an invoice for the difference between such amounts, or (ii) if the Estimated Cost paid by County exceeds the Actual Cost, including overhead amounts and the income tax impact described above, a refund to County of the difference between such amounts. Such invoice or refund shall be accompanied by documentation supporting the calculation thereof.

If ANR renders an invoice to County as provided above and payment of the invoiced amount is not made in full to ANR within fifteen (15) days after delivery of the invoice, ANR shall be entitled to collect from County the unpaid amount of such invoice together with interest accruing on such unpaid amount at the rate per annum established from time to time by the FERC pursuant to the regulations set forth in 18 C.F.R. Section 154.501 as such regulations may hereafter be modified, amended, superseded, or replaced.

18. **Right to Review.** Within one (1) year after the date ANR delivers to County the invoice or refund referred to above, County shall have the right, at its own expense, to conduct a review of ANR's books and records relating to the Actual Cost. Any such review must be conducted during ANR's normal business hours at the offices of ANR in Houston, Texas on a date agreed upon by the Parties. During the audit, County may make reasonable requests for copies of books and records. ANR shall retain all accounts and records relating to the Actual Cost or such invoiced costs, as the case may be, for at least such one (1) year period. In the event any errors of amounts billed or refunded are established, payment will be made by the appropriate Party to the other Party within fifteen (15) business days after such amount is established.

ANR shall have the right to inspect and audit all books, records or any other supporting evidence of County that ANR deems necessary in order to determine County's compliance with this Agreement, Applicable Law, and/or ANR's policies and/or procedures (to the extent this Agreement is subject thereto). ANR shall have the right to receive copies of any such documentation requested. ANR's right to audit shall extend throughout the term of this Agreement and for a period of three years thereafter, or longer if required by Applicable Law.

19. **Operation and Maintenance.**

19.1 As provided in Sections 3 and 5, each Party, at its sole cost and expense, will operate, repair, replace, and maintain the ANR Facilities or the County Facilities, as applicable, according to the Standards, unless County and ANR agree otherwise to mutually acceptable standards, Industry Practices, and Applicable Law. Each Party, at its sole cost and expense, shall furnish all materials, equipment, supplies, services, and labor required for making necessary repairs to the ANR Facilities or the County Facilities as applicable. Such repairs shall include reconstruction,

reconditioning, equipment overhaul, or replacement of the ANR Facilities or the County Facilities as applicable required to ensure the efficient operation at design capacity in accordance with the Standards, Industry Practices, and Applicable Law.

19.2 As provided in Section 4, ANR will operate, repair, replace, and maintain, the Operated Facilities in accordance with the Standards, Industry Practices, and Applicable Law.

- (a) Routine Services. ANR will perform routine operating and maintenance services (“Routine Services”) for the Operated Facilities including the following: (i) general maintenance and testing of the Operated Facilities, (ii) verification, and if required, calibration of pressure and temperature transmitters, (iii) inspection and maintenance the RTU and meters; (iv) inspection of the meter run; and (v) site up-keep, including painting, weed control, snow removal, and general building and ground maintenance. Routine Services do not include restoration of damage to right-of-way, sites, buildings, the facilities, piping, or any of the Operated Facilities caused by flooding, fire, or frost heaving.
- (b) Special Services. In addition to the Routine Services set forth above, ANR shall furnish all materials, equipment, supplies, services and labor required for making necessary repairs to the ANR Facilities or the Operated Facilities not described in Section 19(a) above as Routine Services (“Special Services”). Such Special Services shall include reconstruction, reconditioning, equipment overhaul, or replacement of the ANR Facilities or the Operated Facilities as required to ensure efficient operation at design capacity and any gas quality related responses performed pursuant to Section 21 below. County shall pay or reimburse ANR for the actual costs of all Special Services. In the event that ANR makes more than three (3) gas quality related responses pursuant to Section 21 below in one (1) calendar year, in addition to the actual costs of such, County will be assessed a fee of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000) for each additional response.
- (c) Emergency Services. In the event of explosion, fire, storm or other sudden, unexpected or emergency event which might threaten injury or death to persons, threaten the integrity of the ANR natural gas pipeline system, or threaten damage to property or render the ANR Facilities, the Operated Facilities, the County Facilities, or any part thereof incapable of continued operation (each, an “Emergency” and collectively, “Emergencies”), ANR may, in its sole discretion, take such steps, provide such services, and incur such expenses as ANR, in its sole opinion, deems necessary or appropriate and that can be provided by ANR to deal with such Emergency (“Emergency Services”). County shall pay or reimburse ANR for the actual costs of all Emergency Services. ANR shall report such Emergency to County as promptly as practicable after ANR becomes aware of it. As soon

as practical after expenses have been incurred, ANR shall invoice County for all expenses incurred by ANR in connection with any Emergency Services.

- (d) Consumables. County shall pay or reimburse ANR for the actual costs of all consumable items used for preventative maintenance of the Operated Facilities including but not limited to gas bottles for analyzers, batteries for uninterruptible power source, tape, acetic acid, Teledyne O2 cells, gas chromatograph filters and all similar consumable materials, whether the Consumables were used in the course of providing Routine Services and Repair Services (“Consumables”).
- (e) Invoicing and Payment. Except as provided in this Section 19, County shall pay to ANR a monthly operation and maintenance fee for Routine Services (as provided below) of \$2,000 per month, invoiced annually, effective with the in-service date of the Operated Facilities. The monthly fee for Routine Services will be fixed for a term of one (1) year from the in-service date of the ANR Facilities and may be increased on an annual basis thereafter by five percent (5%). In the event that the fee is not increased for a period of one (1) year or more, ANR reserves the right to adjust the annual percentage in the subsequent year such that the annualized increase calculated from the in-service date of the Operated Facilities may be up to but no greater than five percent (5%). ANR will notify County of any such increase at least sixty (60) days prior to the anniversary date of the in-service date of the Operated Facilities.

If applicable, the first invoice shall include a pro-ration for the Routine Services fee for the month that the Operated Facilities are placed in-service if the Operated Facilities are placed in-service other than on the first day of the month. After the first invoice, ANR shall invoice County annually for the following amounts: (i) the following twelve month’s operation and maintenance fee for Routine Services, (ii) reimbursement amounts for the previous twelve month’s Special Services fees, if applicable, (iii) reimbursement amounts for the previous twelve month’s Emergency Fees, if applicable, and (iv) any other amount due under this Section 19.

In the event payment of any amount invoiced under this Section 19 is not made in full to ANR within fifteen (15) days after delivery of the invoice, ANR shall be entitled to collect from County the unpaid amount of such invoice together with interest accruing on such unpaid amounts at the rate per annum established from time to time by the FERC pursuant to the regulations as set forth in 18 C.F.R. Section 154.501 as such regulations may hereafter be modified, amended, superseded, or replaced.

- 20. Compliance. Each Party shall obtain, maintain, and be in compliance with all applicable authorizations, permits and approvals that are necessary for the ownership, construction,

installation, operation, maintenance, repair, and protection of such Party's Facilities. Each Party shall be in compliance with all Applicable Law that governs the operation, maintenance, and repair of such Party's Facilities. Each Party shall cooperate with the other Party in all commercially reasonable respects in connection with the other Party's acquisition and maintenance of any of the contemplated authorizations, permits, or approvals.

21. **Gas Quality and Gas Quantity Calculations.** All metering of gas quantities delivered and subsequent billing shall be done by ANR using EGM capabilities, and unless otherwise expressly agreed upon by the Parties, the EGM facilities described in Section 3.3. Flowing gas quantities will be calculated in accordance with the Standards, including those set forth in the Tariff. Gas quality values will be provided as determined by ANR and will be utilized for purposes of calculating flow parameters. Each Party shall be responsible for any gas lost due to the facilities such Party owns.

Except as provided below, if the gas delivered to ANR fails to meet the quality specifications and requirements set forth in ANR's Tariff, ANR shall notify County of any such failure and may at its option suspend all or a portion of the receipt of such gas. In the event H₂S, Total Sulfur, H₂O, O₂, and/or CO₂ are detected in the gas volumes being delivered to ANR that are in excess of that allowed per the Tariff or the BTU content of the gas volumes being delivered to ANR are below the minimum BTU threshold in the Tariff, 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 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 upon County's notification to ANR that it has made the necessary correction. Furthermore, ANR has the right to keep the point shut-in until County makes the necessary provisions to rectify the situation. If automatic shut-ins occur more than three (3) times per calendar year, ANR has the right to shut-in the point indefinitely.

After the in-service date of County Facilities, and upon request from ANR from time to time, County will provide to ANR, at no cost to ANR, gas samples from the County system and copies of existing lab analysis or reports in County's possession concerning County gas samples.

22. **Gas Deliveries.** The establishment of the interconnection contemplated by this Agreement is not a commitment for ANR to accept or receive gas from the facilities of County. County agrees that, in the event it is not in compliance with the Tariff, ANR may, consistent with the Tariff, decline to receive volumes at the Meter Station. Receipts of natural gas quantities through ANR's Facilities will be made only pursuant to transportation service agreements entered into between ANR and either County or one or more other shipping parties.
23. **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 set forth in Section 26 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, such cause shall be remedied with all reasonable dispatch.

The term “force majeure” as used in this Agreement shall have the meaning given to such term in the Tariff.

24. **Liability and Indemnity.**

24.1 **Indemnities.** 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:

- (a) any breach or non-compliance with any term or provision of this Agreement by the Indemnifying Party;
- (b) 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;
- (c) 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;
- (d) 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;

- (e) 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; or
- (f) use of the data made available by the Indemnified Party to the Indemnifying Party pursuant to the terms of Exhibit "B" hereto.

24.2 Liens. Each Party shall promptly notify the other Party of any Lien of the type described in Section 24.1(d) above which may be filed or recorded against the facilities or properties of the other Party and shall cause such Lien to be promptly released and discharged, either by payment, the provision of a release or other appropriate bond (in form and amount satisfactory, in the opinion of the other Party, under Applicable Law), or otherwise, and at the sole cost, expense and liability of such Party. If such Party fails or refuses to obtain a release or discharge of such Lien within a reasonable period of time after notice thereof, then the other Party may, but shall not be obligated to, discharge, release, or otherwise deal with such Lien, and the Party responsible for such Lien shall pay any and all costs and expenses incurred by the other Party in so releasing, discharging or otherwise dealing with such Lien, including fees and expenses of counsel.

24.3 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.

25. **Insurance**.

25.1 At all times while this Agreement is in effect, each Party shall obtain and maintain the following insurance:

- (a) 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;

- (b) 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;
- (c) Automobile Liability Insurance covering owned, non-owned, rented, and hired vehicles with combined single limits of \$1,000,000 per occurrence;
- (d) 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
- (e) Excess Liability Insurance for claims alleging bodily injury including death and damage to property with a limit of \$5,000,000 per occurrence.

25.2 All insurance coverages described in this Section 25 must be endorsed with a Waiver of Subrogation Endorsement, effectively waiving a Party's right of subrogation with respect to the other Party. The insurance required in Sections 25.1(b), (c), (d) and (e) shall reflect that the other Party is an additional insured. Upon request each Party shall furnish to the other Party, evidence of insurance coverage, in form satisfactory to the other Party in its reasonable discretion, as evidence showing that the insurance policies to be carried in accordance with this provision have been obtained.

26. **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 ANR shall be addressed and delivered to:

ANR Pipeline Company
P. O. Box 2446
Houston, TX 77252-2446
Attention: Business Development Interconnects
Fax Number: (832) 320-5555
Email: Facility_Contracts@transcanada.com

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

Dane County Solid Waste
1919 Alliant Energy Center Way
Madison, WI 53713
Attention: John Welch
Email: welch@countyofdane.com

27. **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.
28. **Miscellaneous.**
- 28.1 **Legal Action.** This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with the laws of the State of Texas, excluding any conflict of laws principles that would require the application of the laws of another jurisdiction. Either Party may enforce this Agreement by appropriate legal action and the prevailing Party shall recover its reasonable attorneys' fees, court costs, and reasonable expenses in connection therewith from the other Party. The determination of which Party prevails for the purposes of awarding fees, costs, and expenses under this Section shall be made by the judge.
- 28.2 **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.
- 28.3 **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.


28.4 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. Should any conflict arise between any provision of this Agreement and that of the Tariff, the provisions of the Tariff shall control. For purposes of clarity, to the extent that there may be any conflicts or inconsistencies between the terms set forth in Exhibit "C" hereto and those set forth in the body of this Agreement, the Standards, Industry Practices and/or Applicable Law, those set forth in the body of this Agreement, the Standards, Industry Practices and Applicable Law shall control.

28.5 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.

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

ANR PIPELINE COMPANY

COUNTY OF DANE

By:  *ENR*
Name: Russell A. Mahan
Title: Vice President

By: _____
Name: _____
Title: _____

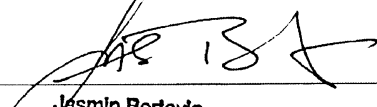
By:  *ENR*
Name: Jasmin Bertovic
Title: Vice President

EXHIBIT "A"
to
ANR Pipeline Company ("ANR")
and
County of Dane ("County")
Facilities Agreement

**Dane County Landfill Receipt Interconnect
ANR Receipt Point Facilities**

Selected Agreement Scope Details

Responsibility Matrix

Site General	Owns	Designs	Procures	Constructs & Installs	Cost Resp. For Repairs & Replacements	Physically Operates & Routinely Maintains
ANR Hot Tap(s), Riser(s) & Associated Valves	ANR	ANR	ANR	ANR	ANR	ANR
Piping from ANR Hot Tap(s)/Riser(s) to Custody Transfer Point includes interconnect piping	ANR	ANR	ANR	ANR	ANR	ANR
Piping from Customer Tie-In Point to Custody Transfer Point	County	ANR	ANR	ANR (5)	County	ANR
Piping Upstream of Customer Tie-In Point	County	County (6)	County (6)	County	County	County
Meter Station Site Land Procurement, Fencing, Gravel, Access Road	County	County (1)	County	County	County	County
Grounding System for Meter Station Site for ANR Operated Facilities	ANR	ANR	ANR	ANR	ANR	ANR
Commercial Power for Meter Station Site	County	County	County	County	County	County
Electronic Gas Measurement						
Custody Meter Run and Appurtenant Equipment	County	ANR	ANR	ANR(5)	County	ANR
Custody EGM						
Dual EGM/Gas Quality Building	ANR	ANR	ANR	ANR (5)	ANR	ANR
Custody Measurement RTU and Associated Equipment (Housed in Dual EGM/Gas Quality Bldg)	ANR	ANR	ANR	ANR	ANR	ANR
Custody Measurement Telecommunications and SCADA (Housed in Dual EGM/Gas Quality Bldg)	ANR	ANR	ANR	ANR	ANR	ANR
Custody Electrical Distribution Panel and Uninterruptible Power Supply	ANR	ANR	ANR	ANR	ANR	ANR
Non-Custody EGM						
Non-Custody Meter Run(s) and Appurtenant Equipment	County	County(6)	County(6)	County	County	County
Non-Custody Measurement RTU and Associated Equipment	County	County	County	County	County	County
Non-Custody Measurement Telecommunications and SCADA	County	County	County	County	County	County
Non-Custody Electrical Distribution Panel and Uninterruptible Power Supply	County	County	County	County	County	County
Gas Quality						
Filtration/Separator Vessel	County	County (1)	County	County	County	County(4)
Gas Sample Probe	County	ANR	ANR	ANR	County	ANR
Gas Chromatograph and Associated Equipment (Housed in Dual EGM/Gas Quality Bldg)	ANR	ANR	ANR	ANR	ANR(3)	ANR
Gas Quality Analyzers and Associated Equipment (Housed in Dual EGM/Gas Quality Bldg)	ANR	ANR	ANR	ANR	ANR(3)	ANR
Non-Custody Gas Chromatograph and Associated Equipment (Housed in Dual EGM/Gas Quality Bldg)	County	County (6)	County (6)	County	County	County
Non-Custody Gas Quality Analyzers and Associated Equipment (Housed in Dual EGM/Gas Quality Bldg)	County	County (6)	County (6)	County	County	County
Non-Custody Gas Sample Probe	County	County	County	County	County	County
Remote Operated Valve for Gas Quality - Slam Shut	County	ANR	ANR	ANR	County	ANR
Miscellaneous						
Cathodic Protection for Facilities Upstream of Customer Tie-In Point	County	County	County	County	County	County
Cathodic Protection for Facilities from Customer Tie-In Point to Custody Transfer Point	County	ANR	ANR	ANR	County	ANR
Cathodic Protection for Facilities Downstream of Custody Transfer Point	ANR	ANR	ANR	ANR	ANR	ANR
Over-Pressure Protection	ANR	ANR	ANR	ANR	ANR	ANR

ANR = ANR's sole responsibility
County = County's sole responsibility

- (1) ANR shall be included in design review prior to procuring and installing.
- (2) County to include ANR in the factory assurance testing of equipment
- (3) County will cover the cost of repairs or replacement if caused by gas quality issue
- (4) ANR shall monitor the filtration separation equipment
- (5) County to install foundation and set meter skid
- (6) ANR to design and procure non custody meter runs and non custody gas quality equipment

Exhibit "B"
to
ANR Pipeline Company
and
County of Dane Facilities Agreement
for the Dane County Landfill Meter Station

Data Access and Monitoring

1. **Definitions.** Except as hereinafter provided for this Section 1, capitalized terms used in this Exhibit that are defined in the agreement to which this Exhibit is attached (the "Agreement") have the same meanings in this Exhibit as such terms have in the Agreement. Solely for the purpose of this Exhibit, a Party's "Facilities" shall mean: (i) in the case of ANR, the ANR Facilities and the Operated Facilities; and (ii) in the case of County, the County Facilities.

2. **Non-Custody and Supplemental Measurement Facilities.**
 - 2.1 **Non-Custody Measurement Facilities.** County may, at its sole cost and expense, install, own, operate and maintain any flow computer, RTU, meter, electronic data interfaces, transmitters, probes, analyzers, and associated buildings, facilities and equipment ("Non-Custody Measurement Facilities") at the Meter Station at locations mutually agreed upon between the Parties. Any Non-Custody Measurement Facilities installed by County shall become a part of the County Facilities for all purposes of the Agreement.

 - 2.2 **Supplemental Measurement Facilities.** At any time after County has installed any Non-Custody Measurement Facilities, ANR may, at its sole cost and expense, install, own, operate and maintain any electronic data interfaces, data connection, measurement signal cabling or any other cabling, as well as associated buildings, facilities or equipment, necessary for connecting the ANR Facilities to County's Non-Custody Measurement Facilities ("Supplemental Measurement Facilities") at the Meter Station at locations mutually agreed upon between the Parties. Any Supplemental Measurement Facilities installed by ANR shall become a part of the ANR Facilities for all purposes of the Agreement.

 - 2.3 **"As Installed" Drawings.** Within ninety (90) days following a Party's completion of the installation of any Non-Custody Measurement Facilities or Supplemental Measurement Facilities as contemplated by this Exhibit (including any new or replacement Non-Custody Measurement Facilities or Supplemental Measurement Facilities installed subsequent to the initial installation of any Non-Custody Measurement Facilities or Supplemental Measurement Facilities), such Party will furnish to the other Party an "as installed" set of drawings relating to such Non-Custody Measurement Facilities or Supplemental Measurement Facilities for the other Party's files.

3. **Access.**

- 3.1 **Installation or Removal Access.** Each Party shall have reasonable access to install or remove its Non-Custody Measurement Facilities or Supplemental Measurement Facilities installed as provided for in this Exhibit upon providing the other Party with at least thirty (30) days prior notice in accordance with the Notice provisions set forth in Section 26 of the Agreement; provided, however, the Parties may agree otherwise respecting when, how, or to whom such notice is to be provided.
- 3.2 **Routine Access.** Each Party shall have reasonable access for the purposes of inspecting calibrating, operating or maintaining its Non-Custody Measurement Facilities or Supplemental Measurement Facilities installed as provided for in this Exhibit upon providing the other Party with at least ten (10) days prior notice in accordance with the Notice provisions set forth in Section 26 of the Agreement; provided, however, the Parties may agree otherwise respecting when, how, or to whom such notice is to be provided.
- 3.3 **Conditions of Access.** Each Party shall be entitled to have a representative present to witness and coordinate the other Party's access and activities conducted pursuant to this Section 3. Each Party's right of access to perform such activities shall continue so long as it does not unreasonably interfere with the operation, condition or general appearance of any of the other Party's Facilities.

4. **Acquired Data.**

- 4.1 **County.** County's rights to access ANR's Facilities pursuant to this Exhibit are for the purposes of acquiring digital data, analog and/or pulse signals, and other such data as County requires and ANR finds acceptable and is willing to provide. County shall only have access to such electronic measurement data in a format established by ANR that will not interfere with the operation of ANR's Facilities, including ANR's Supplemental Measurement Facilities.

County recognizes that the data acquired from ANR's Facilities, including ANR's Supplemental Measurement Facilities is "raw" data, subject to further refinement, correction, or interruption due to maintenance, repair, or other activities by ANR or due to events of force majeure under the Agreement. ANR makes no warranties as to the accuracy or completeness of any signals or data provided to County pursuant to this Exhibit and shall have no obligation to advise County of any such interruptions or to verify the integrity of such acquired data, whether or not resulting from activities performed by ANR.

- 4.2 **ANR.** ANR's rights to access County's Non-Custody Measurement Facilities pursuant to this Exhibit are for the purposes of acquiring digital data, analog and/or pulse signals, and other such data as ANR requires and County finds acceptable and is willing to provide. ANR shall only have access to such electronic

measurement data in a format established by County that will not interfere with the operation of County's Non-Custody Measurement Facilities.

ANR recognizes that the data acquired from County's Non-Custody Measurement Facilities is "raw" data, subject to further refinement, correction, or interruption due to maintenance, repair, or other activities by County or due to events of force majeure under the Agreement. County shall have no obligation to advise ANR of any such interruptions or to verify the integrity of such acquired data, whether or not resulting from activities performed by County.

5. **Temporary Metering.** If both Parties determine that the metering performed by ANR pursuant to Section 22 of the Agreement is inaccurate outside of applicable margins of error, ANR may use any applicable and available Non-Custody Measurement Facilities that have been installed by County for such metering until such time as the Parties mutually agree that the cause of any errors in metering associated with ANR's Facilities has been corrected.

6. **Disconnection and Removal Process.**

6.1 **Disconnection for Interference or Adverse Effect.** Each Party reserves the right to immediately disconnect from the ANR Facilities, the Operated Facilities or the County Facilities, as applicable, the other Party's Non-Custody Measurement Facilities or Supplemental Measurement Facilities that have been installed as provided for in this Exhibit, without prior notice, if at any time the other Party's Non-Custody Measurement Facilities or Supplemental Measurement Facilities interfere with or adversely affect the ability of the affected Party to perform effective measurement, or in any way interfere with the affected Party's operations. If the affected Party disconnects from ANR Facilities, the Operated Facilities or the County Facilities, as applicable, the other Party's Non-Custody Measurement Facilities or Supplemental Measurement Facilities, the affected Party will notify the other Party of such disconnection, either prior to or as soon as possible thereafter, and will coordinate with the other Party the reconnection of the Non-Custody Measurement Facilities or Supplemental Measurement Facilities following correction of the problem by the other Party to the affected Party's satisfaction.

6.2 **Removal for Failure to Comply.** If a Party has failed to comply with any of the terms set forth in this Exhibit, the other Party may provide such Party with reasonable notice of such failure, and upon receipt of such notice, the non-complying Party must correct such failure in a manner consistent with the terms and procedures set forth in Section 3 above. Absent the expeditious correction of such failure, the notifying Party may immediately terminate the non-complying Party's rights to connect to the notifying Party's Non-Custody Measurement Facilities or Supplemental Measurement Facilities or to access data pursuant to this Exhibit, and upon not less than twenty-four (24) hours prior notice, the notifying Party may remove the non-complying Party's Non-Custody Measurement Facilities

or Supplemental Measurement Facilities at the Meter Station at the non-complying Party's sole cost and expense and without liability to the notifying Party; provided, however, that notwithstanding anything that may be construed to the contrary, nothing in this Exhibit shall limit or restrict ANR's rights to take immediate action ANR deems necessary to protect its personnel, its facilities, or the public, which action may include, but shall not be limited to, shut-down, disconnection, or removal of any of County's Non-Custody Measurement Facilities.

- 6.3 Right to Remove Facilities. Each Party may, at its sole cost and expense, remove the Non-Custody Measurement Facilities or Supplemental Measurement Facilities that it has installed pursuant to the terms of this Exhibit so long as such removal does not interfere with the other Party's Non-Custody Measurement Facilities or Supplemental Measurement Facilities or operations. Such removal may take place at any time after providing the other Party with notice thereof at least ten (10) days prior to such removal.
- 6.4 Independent Modification of Facilities. Notwithstanding any provision contained herein to the contrary, if County should construct additional new County Facilities at the Meter Station, move any of County's Non-Custody Measurement Facilities to a new site, modify or remove existing County Facilities at the Meter Station in a manner as to conflict with any of ANR's Supplemental Measurement Facilities or any other of ANR's Facilities, sell, assign, abandon, or otherwise dispose of any of County's Non-Custody Measurement Facilities covered by this Exhibit, and such action is objectionable to, in any way interferes with, or adversely affects the operations of any of ANR's Supplemental Measurement Facilities or any other of ANR's Facilities, then County shall promptly move, remove, or change the installation, operation or maintenance of the subject County Facilities at County's sole cost and expense and in a manner acceptable to ANR.

