

Dane County Contract Addendum Cover Sheet

Res 098

Revised 06/2021

Contract # Admin will assign	13676A
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Dept./Division	Department of Waste & Renewables	Vendor Name	ANEW/ Blue Source LLC
Brief Addendum Title/Description	Waive the one-year, section 15.16 Non-Circumvention period and replace it with a one-year service agreement to assist Dane County to get set up for Biogas Regulatory Reform Regulation (BRRR) and to provide monthly biogas market updates	Vendor MUNIS #	26798
		Addendum Term	1/1/2025 - 12/31/2025
		Amount (\$)	\$ 250,000.00

Department Contact Information		Vendor Contact Information	
Contact	John Welch	Contact	Will Overly
Phone #	608-516-4154	Phone #	801-438-1533
Email	welch.john@danecounty.gov	Email	woverly@anewclimate.com
Purchasing Officer	Pete Patten		



Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	PO Maintenance Needed PO#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	
<input type="checkbox"/>	No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.				
<input checked="" type="checkbox"/>	New PO / Req. Submitted Req#	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000. Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	1/1/2019 - 12/31/2024		<input type="checkbox"/> None	Res# 2018-RES-586
	13676A	1/1/205 - 12/31/2025	\$ 250,000.00	<input type="checkbox"/> None	Res# 2024-RES- 098
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
Total Contracted Amount			\$ 250,000.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input checked="" type="checkbox"/> No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee


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

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: <u>10/1/24</u>	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, October 2, 2024 11:17 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #13676A
Attachments: 13676A.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/3/2024 10:24 AM	Approve: 10/3/2024 10:24 AM
	Rogan, Megan	Read: 10/2/2024 11:28 AM	Approve: 10/2/2024 11:28 AM
	Gault, David	Read: 10/2/2024 11:54 AM	Approve: 10/2/2024 11:58 AM
	Cotillier, Joshua		Approve: 10/2/2024 11:24 AM
	Stavn, Stephanie	Read: 10/2/2024 1:18 PM	
	Oby, Joe		

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

Contract #13676A
Department: Waste & Renewables
Vendor: ANEW/Blue Source LLC
Contract Description: Addendum to replace non-circumvention period with a one-year service agreement (Res 098)
Contract Term: 1/1/25 – 12/31/2025
Contract Amount: \$250,000.00

Thanks much,
Michelle

Michelle Goldade

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

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

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2024 RES-098

ADDENDUM #1 TO THE CONTRACT FOR OFFTAKE OF RENEWABLE NATURAL
GAS (RNG) FROM LANDFILL BIOGAS FOR TRANSPORTATION FUEL

The Department of Waste and Renewables awarded Contract #13676 to ANEW/ Blue Source LLC on April 25, 2019, in the amount of 10% Net RIN Proceeds for marketing and monetization of Renewable Identification Number (RIN) credits for RNG produced at the landfill and dispensed as transportation fuel.

Dane County Department of Waste and Renewables and ANEW have agreed that ANEW will waive the contract's one-year Non-Circumvention period beginning on January 1, 2025, and ending December 31, 2025, and replace it with a one-year service agreement to assist Dane County with preparation for the Biogas Regulatory Reform Regulation (BRRR) and to provide monthly biogas market updates. Estimated total cost is \$250,000.

BE IT FURTHER RESOLVED that the County Executive and the County Clerk be authorized to sign the Addendum; and

BE IT FINALLY RESOLVED that the Department of Waste and Renewables be directed to ensure complete performance of the Addendum #1 Agreement.

13676A

TERMINATION AND WAIVER AGREEMENT

This Termination and Waiver Agreement, dated as of the last written below (the "**Waiver Agreement**"), is made by and between **ANEW RNG, LLC** (as successor in interest to Blue Source LLC), with a principal place of business at 3200 Southwest Freeway, Suite 1310, Houston, TX 77027 ("**Anew**") and **DANE COUNTY**, with its principal place of business at 1919 Alliant Energy Center Way, Madison, WI 53713 ("**Dane County**"). Each of Anew and Dane County are referred to individually herein as a "Party" and together as the "Parties".

WHEREAS, Anew was selected as the successful proposer by Dane County through its RFP 118062 – Offtake of Renewable Natural Gas (RNG) from Landfill Biogas for Transportation Fuel (the "**RFP**");

WHEREAS, Contract No. 13620 (defined below) was awarded to Anew by Dane County as the most qualified proposer for the RFP;

WHEREAS, Contract No. 13620 is comprised of each of the agreements listed below, each effective as of March 20, 2019 (each, as amended, restated or supplemented to date, an "**Agreement**" and collectively, the "**Agreements**");

- (i) RIN Development and Marketing Agreement;
- (ii) Biogas Addendum, effective as of March 25, 2019;
- (iii) Nominations and Scheduling Services Agreement, effective as of March 25, 2019;
- (iv) NAESB Base Contract for Sale and Purchase of Natural Gas;
- (v) Special Provisions to the 2006 NAESB Base Contract for Sale and Purchase of Natural Gas (the "**Special Provisions**");
- (vi) Transaction Confirmation No. 1, effective as of March 25, 2019;

WHEREAS, Dane County requested to terminate the Agreements effective December 31, 2024, which is one year prior to the date upon which the Agreements would otherwise expire pursuant to the terms thereof;

WHEREAS, Anew desires to grant Dane County's request for termination and waive the non-circumvention provision set forth in Section 15.16 of the Special Provisions subject to receipt of the Anew RINs (defined below);

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not defined in this Waiver Agreement have the respective meanings assigned to them in the Agreements.
2. **Waiver.** As of December 31, 2024, Dane County's compliance with the covenant set forth in Section 15.16 of the Special Provisions is hereby waived; provided that if Dane County fails to transfer Anew RINs (defined below) to Anew, the foregoing waiver will be rendered null and void as of the date upon which Dane County receives written notice of such failure from Anew.

3. **Termination.** As of January 1, 2025, the Agreements are deemed terminated without fault or penalty on the part of either Party, subject to the continued transfer of the Anew RINs pursuant to this Waiver Agreement. Notwithstanding termination and subject to the terms of this Waiver Agreement, (i) any obligation or right accruing prior to termination will survive until performed or otherwise satisfied and (ii) any provisions that explicitly survive termination pursuant to the Agreements will survive as contemplated by the Agreements.
4. **Anew RINs.** The waiver described in Section 2 of this Waiver Agreement is contingent upon receipt by Anew of the Anew RINs. For the purposes of this Waiver Agreement, “**Anew RINs**” means 2.5% of all RINs generated with respect to biomethane produced by the Dane County Landfill Site No. 2 (Rodefeld), 7102 Maahic Way, Madison, WI 53718 (the “**Facility**”) during the calendar year 2025 (the “**Production Period**”). Dane County or its designee shall transfer the Anew RINs to Anew for each month of the Production Period on or before the last day of the month following the month of production (the “**Transfer Deadline**”). The Parties hereby acknowledge that Anew RINs attributable to December 2025 biomethane production will be received by Anew in January 2026.
5. **Transfer of Anew RINs.** Dane County or its designee shall transfer the Anew RINs to Anew in EMTS on or before the Transfer Deadline. Each Party agrees to cooperate with the reasonable requests of the other Party to facilitate performance of the Parties’ obligations under this Waiver Agreement.
6. **Limited Effect; No Modifications.** The waiver set forth above shall be limited precisely as written and relates solely to the provisions of Section 15.16 of the Special Provisions in the manner and to the extent described above, and nothing in this Waiver Agreement shall be deemed to constitute a waiver by either party of compliance with respect to any other term, provision, or condition of the Agreements or any other instrument or agreement referred to therein.
7. **Miscellaneous.**
 - (a) This Waiver Agreement and all matters arising out of or relating to this Waiver Agreement, whether arising in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Wisconsin, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin.
 - (b) This Waiver Agreement shall inure to the benefit of and be binding upon each of the Parties and each of their respective successors and permitted assigns.
 - (c) The headings in this Waiver Agreement are for reference only and do not affect the interpretation of this Waiver Agreement.
 - (d) This Waiver Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same

agreement. Delivery of an executed counterpart of this Waiver Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Waiver Agreement.

- (e) This Waiver Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Waiver Agreement as of the date last written below.

ANEW RNG, LLC

KB

By Andrew Brosnan

Name: ~~Andrew Brosnan~~

Title: ~~President~~ Senior Vice President

Date:

COUNTY OF DANE

By _____

Name: Jamie Kuhn

Title: Dane County Executive

Date: