



Gas Sample Form No. 79-1206
Standard Renewable Gas Interconnection Agreement

Sheet 1

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Please Refer to Attached
Sample Form

(Continued)

Advice 4366-G
Decision 20-12-031

Issued by
Robert S. Kenney
Vice President, Regulatory Affairs

Submitted January 20, 2021
Effective February 19, 2021
Resolution _____

STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT

ID: _____

**STANDARD RENEWABLE GAS INTERCONNECTION
AGREEMENT BETWEEN
PACIFIC GAS AND ELECTRIC COMPANY
AND
[INTERCONNECTOR NAME]**



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STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT

This STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT ("Agreement"), dated and effective as of [DATE] _____ ("Effective Date"), is entered into by and between [INTERCONNECTOR NAME] _____ ("Interconnector"), a _____ [STATE, ENTITY TYPE], and PACIFIC GAS AND ELECTRIC COMPANY ("Utility"), a California corporation. Interconnector and Utility may also be referred to individually as a "Party" and jointly as the "Parties."

RECITALS

- A. Interconnector owns or otherwise controls, or may hereafter own or otherwise control, Renewable Gas from the Conditioning or Upgrading Facilities, which is or will be capable of being physically delivered to the Interconnection Point on the Utility System within the State of California.
- B. The Parties desire to enter into this Agreement to set forth the terms for the design, construction, installation, and operation of the facilities necessary to enable Interconnector to access the Utility System for the delivery and receipt of Interconnector's Renewable Gas at the Interconnection Point.

NOW, THEREFORE, in consideration of the promises and mutual undertakings set forth below, Utility and Interconnector agree as follows:

SECTION I

SCOPE OF AGREEMENT AND TERM

- (a) Scope. This Agreement sets forth the terms and conditions under which Utility will accept Renewable Gas from Interconnector's Facilities into the Utility System at the Interconnection Point, including the design, construction, installation, and operation of the Utility Facilities.
- (b) Transportation. This Agreement does not provide for, or address in any way, any right of Interconnector to receive transportation services on the Utility System. Utility provides transportation services pursuant to its applicable rules, schedules, tariffs, and agreements.

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- (c) Hinshaw Exemption. Utility is exempt from FERC jurisdiction under the Hinshaw Exemption in the Natural Gas Act (15 U.S.C. §717(c)). Utility shall not be required to take any action under this Agreement, including entering into any contracts with third parties delivering Renewable Gas from Interconnector's Facilities to the Utility System, which for any reason jeopardizes or, in Utility's sole opinion, could raise a question regarding Utility's retention of its Hinshaw Exemption. Utility shall notify Interconnector in a timely manner should Utility become aware that any action under this Agreement jeopardizes its Hinshaw Exemption. Utility shall make a good faith effort to allow Interconnector an opportunity to take such actions as are necessary to assist Utility in addressing any Hinshaw Exemption issues. The cost of mitigating any actual or potential impact on Utility's Hinshaw Exemption related to this Agreement shall be borne by Interconnector. Nothing in this Section 1(c), however, shall be deemed to limit Utility's right to terminate this Agreement in accordance with Section 15(a)(i)(G).
- (d) Term of Agreement. This Agreement is effective on the Effective Date and shall remain in effect for a primary term of [_____ ()]¹ years unless terminated earlier as provided in Section 15(a)(i). After the primary term, this Agreement shall automatically continue without the need for any additional documentation in one (1) year terms thereafter unless terminated earlier as provided in Section 15(a)(i).

SECTION 2 **DEFINITIONS**

For purposes of this Agreement, the following terms when used herein shall have the meaning set forth below. In the event of a conflict between any definition in this Agreement and a similar definition described in Utility's Gas Rule No. 29 the definition in Utility's Gas Rule No. 29 shall be used.

"AGA" means American Gas Association.

"Agreement" has the meaning set forth in the first paragraph of this Agreement.

"Applicable Laws and Regulations" means all duly promulgated federal, state, and local laws, regulations, rules, ordinances, codes, decrees, judgments, directives, judicial or administrative orders, permits, tariffs and schedules, and other duly authorized actions of any Governmental Authority, as may be amended from time to time, that are applicable to, impact, or affect this Agreement or the Parties (or either of them).

"Balancing Agreement" means the California Production Balancing Agreement (Form 79-944).

"British Thermal Unit" or "Btu" has the meaning set forth in Utility's Gas Rule No. 29.

¹ The primary term of this Agreement must equal 20 years unless another primary term is mutually agreed to by each Party in its sole discretion prior the execution of this Agreement.



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"Business Day" means a calendar day except for Saturdays, Sundays, and weekdays when the CPUC's offices are closed, due either to a State holiday or an unscheduled closure (e.g., an emergency or natural disaster), and shall be between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Prevailing Time).

"Conditioning or Upgrading Facilities" has the meaning set forth in Utility's Gas Rule No. 29.

"CPUC" means the Public Utilities Commission of the State of California, including any successor regulatory body.

"Effective Date" has the meaning set forth in the first paragraph of this Agreement.

"Eligible LC Bank" means either a U.S. commercial bank, or a foreign bank issuing a Letter of Credit through its U.S. branch; and in each case the issuing U.S. commercial bank or foreign bank must be acceptable to Utility in its sole discretion and such bank must have a credit rating of at least: (a) "A-, with a stable designation" from S&P and "A3, with a stable designation" from Moody's, if such bank is rated by both S&P and Moody's; or (b) "A-, with a stable designation" from S&P or "A3, with a stable designation" from Moody's, if such bank is rated by either S&P or Moody's, but not both, even if such bank was rated by both S&P and Moody's as of the date of issuance of the Letter of Credit but ceases to be rated by either, but not both of those ratings agencies.

"FERC" means the Federal Energy Regulatory Commission, including any successor regulatory body.

"Force Majeure Event" has the meaning set forth in Section 17(k).

"Gas" has the meaning set forth in Utility's Gas Rule No. 29.

"Gas Rules" means any numbered gas rule filed as a tariff and approved by the CPUC for Utility, as such Gas Rules may be revised, amended, restated or reissued from time to time. Gas Rules shall include any applicable tariffs and terms defined in the Gas Rules or tariffs. The Gas Rules are available on Utility's website.

"Good Utility Practice" means any of the practices, methods, and acts engaged in or approved by a significant portion of the gas industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with accepted industry practice, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region.

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"Governmental Authority" (or **"Governmental Authorities"**) means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over this Agreement or either or both of the Parties, their respective facilities, or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that the term Governmental Authority does not include Interconnector.

"Guarantor" means an Interconnector Affiliate (including any other Interconnector Affiliate that replaces such Interconnector Affiliate), acceptable to Utility in its sole discretion, which entity provides the Guaranty to Utility in accordance with, and as further described in, Section 16(d).

"Guaranty" has the meaning set forth in, and includes any replacement Guaranty provided pursuant to, Section 16(d)(i).

"Hazardous Waste" means waste material or conditions and includes the definition of hazardous waste set forth in the California Health and Safety Code, Section 25117, as may be revised from time to time.

"Interconnect Capacity" has the meaning set forth in Utility's Gas Rule No. 29. The Interconnect Capacity shall be [_____] unless changed by the written mutual agreement of the Parties.

"Interconnection Point" has the meaning set forth in Utility's Gas Rule No. 29, and is further described in Exhibit A.

"Interconnector" means the non-utility entity named in the first paragraph of this Agreement.

"Interconnector Affiliate" means any partnership, corporation, association, limited liability company, or other legal entity that directly or indirectly controls Interconnector. As used in this definition, "controls" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of Interconnector, whether through ownership of voting securities, by contract interest, or otherwise.

"Interconnector's Facilities" has the meaning set forth in Utility's Gas Rule No. 29, and is further described in Exhibit A.

"Interconnector Parties" means Interconnector's agents, representatives, suppliers, contractors, subcontractors, and other individuals or entities, which (a) must be qualified by Utility in accordance with its then-existing business practices, and (b) are utilized by Interconnector in performing any of the work pursuant to Exhibit F.

"Interconnector Test" has the meaning set forth in Section 6(b)(vii).

"ITCC" means the Income Tax Component of Contribution as described in Pacific Gas and Electric Company's Gas Preliminary Statement Part P, Income Tax Component of Contributions Provision, as may be revised from time to time.



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"Letter of Credit" means an irrevocable, non-transferable standby letter of credit, in form and substance satisfactory to Utility in its sole discretion and provided that the issuer must be an Eligible LC Bank on the date of issuance.

"MAOP" means the then-current maximum allowable operating pressure established by Utility for any portion of, or facilities associated with, the Utility System. The MAOP in effect as of the Effective Date is set forth in Exhibit A.

"Maximum Delivery Pressure" has the meaning set forth in Section 5(g).

"MScf" and "MScf/d" means one thousand Standard cubic feet of Renewable Gas and one thousand Standard cubic feet of Renewable Gas per day, respectively.

"Meter Maintenance Testing" has the meaning set forth in Section 6(b).

"Minimum Delivery Pressure" has the meaning set forth in Section 5(g).

"Minimum Flow Requirement" means the minimum daily delivery volume of Interconnector's Renewable Gas to the Interconnection Point, as stated in Exhibit A.

"Moody's" means Moody's Investors Service, Inc., or its successor organization.

"Negotiation Period" has the meaning set forth in Section 4(e)(iii).

"NIST" means the National Institute of Standards and Technology, or its successor organization.

"Notice" has the meaning set forth in Section 11.

"Operating Agent" means the person who oversees daily operations of the Conditioning or Upgrading Facilities. Interconnector shall at all times be liable for the acts or omissions of the Operating Agent arising out of or in connection with the performance of its obligations under this Agreement.

"Performance Assurance" means credit support provided by Interconnector to Utility to secure Interconnector's obligations under this Agreement. Credit support to satisfy the Performance Assurance obligations can be in the form of: (a) cash via wire transfer in immediately available funds, (b) Letter of Credit or (c) Guaranty.

"Physical Operator" has the meaning set forth in Section 8. Interconnector shall at all times be liable for the acts or omissions of the Physical Operator arising out of or in connection with the performance of its obligations under this Agreement.

"Reasonable Efforts" means, with respect to an action required to be attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Utility Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.



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"Release to Operations" means the date on which the Utility Facilities have been fully inspected, tested, and commissioned by Utility, and Utility has provided written authorization for commercial operation and receipt of Interconnector's Renewable Gas supply.

"Renewable Gas" has the meaning set forth in Utility's Gas Rule No.29.

"S&P" means Standard and Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor organization.

"SCADA" means Supervisory Control and Data Acquisition equipment installed and operated for the purpose of monitoring the Utility Facilities.

"Self-Build Facilities" has the meaning set forth in Exhibit F.

"Self-Build Option" has the meaning set forth in Section 4(c)(iii).

"Takeaway Capacity" has the meaning set forth in Utility's Gas Rule No.29.

"Utility" has the meaning set forth in the first paragraph of this Agreement.

"Utility Costs" means Utility's actual costs to design, construct, install and/or commission Utility Facilities, including all Utility direct and indirect labor, contract labor, equipment and materials costs, applicable overhead costs, land survey and land rights, environmental costs, permitting, computer system and planning model upgrades, SCADA or other communications, and any related ITCC.

"Utility Facilities" (or "Utility Facility") has the meaning set forth in Utility's Gas Rule No.29. The Utility Facilities are further described in Exhibit A.

"Utility Facilities Termination Charge" has the meaning set forth in Section 4(e)(iv).

"Utility Meter" has the meaning set forth in Section 6(a).

"Utility System" means the gas pipeline system, and all related equipment and facilities that are owned and operated by Utility within the State of California, including the Utility Facilities. Only Utility's employees or agents shall be allowed to connect to, disconnect from, operate, maintain, or perform any work on the Utility System.

"Work Order" has the meaning set forth in Section 4(c)(ii)(A).

SECTION 3 **CONDITIONS PRECEDENT**

(a) Conditions.

- (i) On or before the Effective Date, the following conditions shall have been satisfied:
(A) if Utility is a party to any separate agreement for the delivery of Gas to the Utility



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System that included the Interconnection Point included under this Agreement, that agreement has been terminated, with no outstanding obligations between the parties thereto, and no outstanding disputes relating thereto; (B) Interconnector shall have satisfied any and all conditions set forth in Utility's Gas Rule No. 29 and other applicable Gas Rules, making Interconnector eligible to deliver Renewable Gas, and the Renewable Gas eligible to be received, at the Interconnection Point; and (C) Interconnector shall have delivered to Utility a completed and executed copy of (1) the Interconnector Declaration, the form of which is attached hereto as Exhibit B, and (2) if applicable, the Interconnector Nonhazardous Source Certification and/or the Interconnector Reduced Siloxane Testing Qualification Certification, the forms of which are attached hereto as Exhibit C.

- (ii) On or before [DATE], Interconnector shall have received and accepted from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Interconnector's Facilities.
- (iii) On or before [DATE], Utility shall have received and accepted (A) from any and all applicable Governmental Authorities all material authorizations necessary for the construction and installation, if any, and operation of the Utility Facilities, and (B) the proper approvals required for Utility to dispense its duties under this Agreement from any and all applicable Governmental Authorities, if deemed necessary in Utility's sole discretion.

SECTION 4 UTILITY FACILITIES

- (a) Utility Facilities. Utility Facilities shall be designed, constructed, installed, and operated for the purpose of receiving Interconnector's Renewable Gas into the Utility System.
- (b) Existing Utility Facilities. If there are existing Utility Facilities for receipt of Gas into the Utility System and Utility has determined, in its sole discretion, that such facilities (i) are adequate for purposes of receipt of Interconnector's Renewable Gas to the Utility System, and (ii) are not subject to the rights of any other interconnector or other third party, then the Parties shall enter into a Work Order, Utility shall invoice Interconnector, and Interconnector shall pay in advance Utility's Costs to connect the Interconnector's Facilities to the existing Utility Facilities.
- (c) New Utility Facilities. New Utility Facilities shall be designed, constructed, and installed pursuant to the requirements of this Section 4(c) if: (1) Utility determines, in its sole discretion, that the existing Utility Facilities do not satisfy the requirements of Section 4(b); or (2) there are no existing Utility Facilities. In such instances, the following shall apply:



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- (i) Agreement on Utility Facilities Location. Unless identified by Utility and agreed to by the Parties prior to the Effective Date, Utility shall provide Notice to Interconnector of the Utility Facility location (including its orientation and layout) Utility has identified for the receipt of Interconnector's Renewable Gas. Interconnector must provide Notice to Utility within thirty (30) days thereafter whether Interconnector agrees with the location of the Utility Facilities. If Interconnector does not agree with the location identified by Utility for the Utility Facilities, and the Parties are unable to determine a mutually agreeable location for the Utility Facilities within thirty (30) days after Interconnector's delivery of a Notice to Utility pursuant to this Section (unless another date is mutually agreed to by the Parties), either Party shall have the right to terminate this Agreement, without any further liability to the other Party, in accordance with Section 15(a)(i)(Q)(3). The agreed-upon Utility Facilities location shall be included in Exhibit A.
- (ii) Utility's Design, Construction and Installation of the Utility Facilities. Unless Interconnector has elected the Self-Build Option, Utility shall design and engineer, acquire all necessary permits and rights-of-way (unless Utility, in its sole discretion, requires Interconnector to acquire any or all such permits and/or rights-of-way), procure equipment and materials for, construct and install, and commission the Utility Facilities as follows:
- (A) Utility shall submit to Interconnector, as available from time to time, one or more work orders (each, a "Work Order"), the form of which is attached hereto as Exhibit E, setting forth, among other things, the scope of services to be performed by Utility for (1) the design, engineering, and procurement of equipment and materials of the Utility Facilities (to the extent such work has not already been performed by Utility pursuant to Utility's Gas Rule No. 29), and (2) the construction and installation, and commissioning of the Utility Facilities. The Work Order shall include, as applicable, estimated schedules for, and the estimated Utility Costs associated with the completion of, the foregoing.
- (B) No Utility Facilities which are to be paid for by Interconnector shall be designed, engineered, procured, or constructed or installed by Utility without Interconnector's prior written approval of the estimated Utility Costs, as evidenced by a fully executed and funded Work Order. Interconnector acknowledges that the total estimated Utility Costs are an estimate only and that Interconnector will be responsible for all Utility Costs arising out of or in connection with designing, engineering, procuring equipment and materials for, and constructing and installing the Utility Facilities.



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- (C) Interconnector shall, within a reasonable period of time (not to exceed thirty (30) days unless otherwise set forth in the Work Order), either accept the Work Order by executing, funding and delivering such Work Order to Utility, or reject the Work Order by providing Notice to Utility that it has rejected the Work Order; provided, however, Interconnector shall be solely responsible hereunder for any failure by Utility to timely complete the Utility Facilities, including all direct and indirect costs and expenses resulting therefrom, if such failure arises out of or is in connection with Interconnector's delay or refusal in approving such Work Order. If Interconnector rejects the Work Order, and the Parties are unable to mutually agree upon and execute a Work Order within thirty (30) days (unless another date is mutually agreed to by the Parties) after Interconnector's delivery of a Notice to Utility pursuant to this Section, either Party shall have the right, to terminate this Agreement, without further liability, in accordance with Section 15(a)(i)(Q)(3).
- (D) Where formal rights of way, easements, land leases, permits, or other land rights are required, in the sole discretion of Utility, on and over Interconnector's property, or the property of others, for the construction and/or installation of the Utility Facilities, Interconnector understands and agrees that Utility shall not be obligated to construct or install the Utility Facilities unless and until all necessary permanent and temporary rights of way, easements, land leases, permits, or other land rights, satisfactory to Utility in its sole discretion, free of encumbrances which Utility believes could cause interference with ownership and operation of the Utility Facilities, and free of Hazardous Waste, are granted without cost to Utility. Such Utility rights of way, easements, land leases, permits, or other land rights must, at a minimum, provide that Utility will have the right of ingress to and egress from the Utility Facilities at all times.
- (E) Utility shall not be responsible for any delay in work or additional cost or expense arising out of or in connection with the construction, installation, and/or commencement of operation of the Utility Facilities resulting from a Force Majeure Event, weather, any change in scope or schedule caused by Interconnector or a third-party, an act, failure or delay in acting by Interconnector (including any act, failure or delay by Interconnector arising out of or in connection with Section 4(c)(i) or 4(c)(ii)(C)), or any other event or occurrence outside the control of Utility.
- (iii) Interconnector's Design, Construction and Installation of New Utility Facilities. If Interconnector has elected to (1) design and engineer the Utility Facilities, (2) procure equipment and materials for and construct and install the Utility Facilities, or (3) perform both of the foregoing work (such election and the work arising therefrom, the "Self-Build Option"), Exhibit F shall apply. Interconnector acknowledges and agrees that (A) Interconnector may only elect, in whole and not in part, one of the three foregoing Self-Build Options, and Utility shall perform all remaining portions of the work in accordance with Section 4(c)(ii), and (B) notwithstanding Interconnector's election, Utility reserves, in accordance with its

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then-current business practices, the right to perform certain portions of the work, such as Utility system enhancements (including with respect to regulator stations and Btu districts).

- (iv) Interconnector's Payment for Utility Facilities.
- (A) Utility shall invoice Interconnector, and Interconnector shall pay, the estimated Utility Costs that Utility expects to incur arising out of or in connection with the work to be performed in accordance with Section 4(b) and/or Section 4(c) (including, if Interconnector has elected the Self-Build Option, any estimated Utility Costs arising out of or in connection with Utility's oversight, coordination, inspection, review and acceptance of Interconnector's design, permitting, procurement, and construction and installation work, and all required supporting documentation for the Self-Build Facilities).
- (B) If, at any time, Utility determines that the Utility Costs will exceed or are expected to exceed any previously estimated Utility Costs, Utility may invoice Interconnector for the difference between such previously estimated Utility Costs and the then-current estimated Utility Costs, and Interconnector shall pay the invoice for the additional amount as a condition precedent of Utility continuing work.
- (C) Upon final determination of the Utility Costs after completion of the Utility Facilities, Utility will perform a true-up of the Utility Costs compared to the amounts already paid by Interconnector, and will generate an invoice showing the difference, if any. If the Utility Costs exceed the amount already paid by Interconnector, Interconnector shall pay the amount specified in the invoice within thirty (30) days of receipt of the invoice. If the Utility Costs are less than the amount already paid by Interconnector, Utility will refund the amount specified in the invoice within thirty (30) days of delivery of the invoice to Interconnector.
- (D) In the case of termination of this Agreement prior to completion of the Utility Facilities, Utility shall provide an invoice to Interconnector for the Utility Costs for the Utility Facilities (including, as applicable, Utility Costs arising out of or in connection with the removal of the Utility Facilities and associated site restoration). Interconnector shall be credited the salvage value of the Utility Facilities, if any, and shall pay all Utility Costs for the Utility Facilities, less the salvage value, as determined by Utility in its sole discretion, within thirty (30) days of receipt of the invoice.
- (E) At Utility's sole discretion, the Parties may agree on a mutually agreeable payment schedule for payments due by Interconnector under this Section 4(c)(iv), subject to Utility's credit requirements.
- (v) Gas Quality Sampling. Prior to the date that Release to Operations occurs, sampling of Interconnector's Renewable Gas shall be performed according to the procedures set forth in Utility's Gas Rule No. 29.



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- (d) Repairs, Upgrades, Modifications and Replacements. Repairs, upgrades, modifications or replacements to the Utility Facilities, including the Notice requirements, payment of costs, and/or the timeframes associated for the performance of such work, shall be in accordance with, and are subject to the requirements of, Utility's Gas Rule No. 29. For the avoidance of doubt, Utility shall be the sole entity responsible for, and entitled to make any reasonable repairs, upgrades, modifications or replacements to, the Utility Facilities, in conformance with accepted industry standards and practices.
- (e) Discontinuance of Interconnection Point Upon Termination and Associated Termination Charges.
- (i) Upon discontinuance of the use of the Utility Facilities due to termination of this Agreement, Interconnector shall have the option to (A) purchase the Utility Facilities (excluding any odorant, odorant-containing equipment, or any other Utility Facility that, in Utility's sole discretion, if transferred to Interconnector, may potentially create liability for Utility any time after such transfer under Applicable Law and Regulations notwithstanding the terms of the purchase agreement for such Utility Facility) on an "as is, where is" and "with all faults" basis and without any representations or warranties, following Interconnector's funding and Utility's disconnection of the Utility Facilities from the Utility System, and provided that Interconnector shall be responsible, and shall pay Utility for any and all costs incurred by Utility in maintaining the Utility Facilities from the date of the termination of this Agreement until the earlier of (1) the date of Interconnector's purchase of the Utility Facilities and (2) the end of the Negotiation Period, or (B) as further described in Section 4(e)(iv), pay the Utility Facilities Termination Charge to decommission the Utility Facilities and return the site to its original state, in which case the Parties shall enter into a Work Order for such work. Any potential sale of the Utility Facilities to Interconnector, or any part thereof, shall be subject to the rules of any regulatory agency exercising authority over Utility, including the CPUC, as well as any existing contractual relationship that Utility may have with any other entity, including any franchise agreement entered into between Utility and a Governmental Authority.
- (ii) Interconnector shall provide Notice no later than five (5) Business Days after the termination of this Agreement stating whether Interconnector elects to negotiate a purchase of the Utility Facilities or to pay Utility to decommission the Utility Facilities.
- (iii) If Interconnector elects to negotiate a purchase of the Utility Facilities, the Parties shall have sixty (60) days from the date of such Notice to conduct good faith negotiations, subject to the terms of Section 4(e)(i)(A), for the purchase of the Utility Facilities by Interconnector, which negotiation time can be extended by mutual written agreement of the Parties (the "Negotiation Period").
- (iv) If the Parties are unable to agree to purchase terms during the Negotiation Period, or Interconnector indicates in its Notice delivered pursuant to Section 4(e)(ii) that it is electing for Utility to decommission the Utility Facilities, Interconnector shall then pay to Utility the costs to decommission the Utility Facilities and return the site



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to its original state ("Utility Facilities Termination Charge"). The Utility Facilities Termination Charge shall include the costs to remove the Utility Facilities as well as site restoration costs, less the estimated salvage value, as determined in Utility's sole discretion. Utility will make reasonable efforts to provide Notice to Interconnector within one hundred and eighty (180) days after the termination of this Agreement, that includes an estimate for the Utility Facilities Termination Charge. No later than thirty (30) days after Interconnector's receipt of this estimate, Interconnector shall pay Utility the estimated Utility Facilities Termination Charge. If at any time prior to the completion of the removal of the Utility Facilities and site restoration, Utility's costs exceed or are expected to exceed any previously estimated Utility Facilities Termination Charge, Utility may invoice Interconnector for the difference between the previously estimated Utility Facilities Termination Charge and the then-current estimated Utility Facilities Termination Charge, and Interconnector shall pay the invoice for the additional amount to Utility as a condition precedent of Utility continuing work. At Utility's sole discretion, the Parties can agree on a mutually agreeable payment schedule, subject to Utility's then-existing credit requirements. Upon completion of the removal of the Utility Facilities and site restoration, Utility will provide a final invoice to Interconnector showing the difference, if any, between the estimated Utility Facilities Termination Charge and the final Utility Facilities Termination Charge. If the final Utility Facilities Termination Charge exceeds the amount already paid by Interconnector, Interconnector shall pay the additional amount to Utility within thirty (30) days of the date of Interconnector's receipt of Utility's invoice. If the final Utility Facilities Termination Charge is less than the amount already paid by Interconnector, Utility will refund the difference to Interconnector within thirty (30) days of Utility's invoice.

- (f) Work Orders. The Parties acknowledge and agree that, prior to the performance of any service by Utility for the benefit of Interconnector pursuant to this Section 4 and/or Exhibit F, or the performance of any work by Interconnector as a result of Interconnector electing the Self-Build Option, Utility shall issue, and the Parties shall enter into a Work Order for such Utility services and/or Interconnector work, and Interconnector shall fund the services to be performed by Utility thereunder in accordance with the terms of this Agreement. Each Work Order will more specifically set forth (a) a detailed description of the services to be performed by Utility (and, in the event Interconnector has elected the Self-Build Option, the work to be performed by Interconnector), (b) the amount payable to Utility for the performance of Utility's services, (c) the schedule in accordance with which Utility's services and/or Interconnector's work are estimated to be performed, and (d) any other necessary particulars in a manner consistent with the terms of this Agreement. Work Orders issued under this Agreement constitute separate contracts between Utility and Interconnector, the terms of which will be set forth in such Work Order and will incorporate the terms of this Agreement (whether referenced or not). If there is any inconsistency between any provision of a Work Order and this Agreement, the provisions of this Agreement will govern. The Parties acknowledge and agree, (x) a breach or default by Utility under a Work Order will not be deemed a breach or default by Utility under any other Work Order, and (y) except as otherwise set forth in this Agreement (including Section 4(e)), termination of this Agreement pursuant to Section 15(a) shall, unless otherwise specified, automatically terminate any and all outstanding Work Orders issued under this



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Agreement, with such automatic termination to be effective as of the termination date of this Agreement.

**SECTION 5
GAS DELIVERIES**

- (a) Compliance with Applicable Laws and Regulations. Interconnector's delivery of Renewable Gas to the Interconnection Point, and other performance under this Agreement, must be in compliance with Applicable Laws and Regulations and Interconnector shall timely obtain and maintain throughout the term of this Agreement (including any extensions thereof) all applicable licenses and permits for the conduct of its business and the performance of this Agreement.
- (b) Risk of Loss. Transfer of custody and risk of loss of all Renewable Gas shall pass from Interconnector to Utility at the Interconnection Point. Utility shall not be responsible to Interconnector or any of its employees, agents, contractors, vendors, or representatives for any Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Interconnector's side of the Interconnection Point. Interconnector shall not be responsible to Utility or any of its employees, agents, contractors, vendors, or representatives for Renewable Gas losses or delays (due to operating conditions or constraints, a Force Majeure Event, or otherwise) or damages or injuries occurring on Utility's side of the Interconnection Point; provided, however, that if the losses, delays, damages and/or injuries arise out of or in connection with (i) Interconnector's actions or inactions (including any actions or inactions of any individual or entity acting on behalf of Interconnector) in the transfer of custody of the Renewable Gas to Utility, or (ii) excessive pressure or the quality of Renewable Gas, then, notwithstanding anything to the contrary set forth in this Agreement, Interconnector shall be responsible for all such losses, delays, damages, damages and/or injuries.
- (c) Quality; Right of Refusal. Utility shall have the continuing right, at any time and in its sole discretion, to monitor the quality of Renewable Gas provided by Interconnector and refuse to accept delivery of any Renewable Gas if: (i) Interconnector's Renewable Gas does not meet Utility's Gas quality specifications, including those set forth in Utility's Gas Rule Nos. 21 and 29; (ii) the composition or supply source of Interconnector's Renewable Gas is different from that described in Exhibit A; (iii) the Utility System does not have available Takeaway Capacity; or (iv) in Utility's sole judgment the delivery of Interconnector's Renewable Gas may have adverse effects on Utility's operations, the Utility System, or on the operations or property of customers or other producers or interconnectors. Utility shall promptly provide Notice to Interconnector of any decision to refuse acceptance of deliveries of Renewable Gas. Utility's acceptance of Renewable Gas that does not conform to Utility's Gas quality specifications (including those set forth in Utility's Gas Rule Nos. 21 and 29) or Exhibit A shall not constitute a waiver of such specifications, any remedies of Utility, or obligations of Interconnector with respect to such non-conformity.
- (d) Uniform Flow. Interconnector shall, to the extent feasible in Utility's reasonable judgement, make deliveries of Renewable Gas at each Interconnection Point at substantially uniform



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rates of flow during a flow day relative to Utility's confirmed Interconnector scheduled quantity. If over a period of any consecutive twelve (12) months it is found that Interconnector is deviating by more than 10% from uniform daily deliveries more often than it is complying with that requirement, then Utility reserves the right to suspend service until such time appropriate actions have been taken to ensure compliance with this provision. Without limiting its right to terminate this Agreement in accordance with Section 15(a)(i)(M), if Interconnector is not complying with this requirement, then Utility reserves the right to suspend service under this Agreement until such time that Interconnector has taken appropriate actions to ensure compliance with this provision.

- (e) Continuous Flow. Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance.
- (f) Minimum Flow. Interconnector shall deliver Renewable Gas to each Interconnection Point at an average quantity of at least fifty (50) MScf/d averaged over each rolling ninety (90) day period, except when flow is interrupted by Utility for operational reasons or by Interconnector for scheduled maintenance to Interconnector's facilities. Interconnector shall provide Notice to Utility at least ten (10) days before scheduled maintenance occurs and shall include in its Notice the start and end dates for the maintenance. Days in which flow is interrupted by Utility for operational reasons or by Interconnector's scheduled maintenance shall not be included in the ninety (90) day rolling period; provided, however, that if Interconnector provides Notice to Utility less than ten (10) days before scheduled maintenance occurs, the scheduled maintenance days shall be included in the ninety (90) day rolling period.
- (g) Pressure. Interconnector shall deliver Renewable Gas to Utility at each Interconnection Point at a delivery pressure sufficient to enter the Utility System ("Minimum Delivery Pressure"), but not more than the then current maximum operating pressure of the Utility System at the inlet of the Utility Facilities, as determined by Utility ("Maximum Delivery Pressure") and as stated in Exhibit A.
 - (i) Utility shall provide Interconnector with Notice requesting an increase in Interconnector's Maximum Delivery Pressure not less than forty-five (45) days before Utility is requesting that the increase become effective.
 - (ii) Utility shall provide Interconnector with Notice requesting a decrease in Minimum Delivery Pressure not less than forty-five (45) days before Utility is requesting that the decrease become effective.
 - (iii) All requested changes in Interconnector's Maximum Delivery Pressure and Minimum Delivery Pressure requirements resulting from a Force Majeure Event, emergency situations, safety-related pressure reductions, or as a result of pipeline integrity inspections shall be exempt from the notification timing requirements specified in Sections 5(g)(i) and 5(g)(ii).
 - (iv) In the event Interconnector cannot comply with the changes to Maximum Delivery Pressure or Minimum Delivery Pressure requirements within the notification timing



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requirements specified in Sections 5(g)(i) and 5(g)(ii), Interconnector shall provide Notice to Utility, including the reason why it cannot comply, within ten (10) days of Interconnector's receipt of Utility's Notice. Utility may, in its sole discretion, extend the date for complying with the requested change in the Maximum Delivery Pressure or Minimum Delivery Pressure requirements.

- (h) **Pulsation.** Interconnector shall ensure that Interconnector's Facilities are installed and operated so that operation will not adversely affect the Utility System or the Utility Facilities, including impairment of the accuracy of the measurement of Renewable Gas at the Utility Facilities or Utility's end- use customers. Measurement pulsation limits for the various measurement technologies are established by the respective AGA measurement standards and/or manufacturer standards. Interconnector shall eliminate compressor-induced pulsation or vibration before Renewable Gas is delivered at the Utility Facilities. Utility shall not be required to take Renewable Gas if compressor-induced pulsation or vibration exists.
- (i) **Renewable Gas Sampling.** Interconnector acknowledges that injection of Renewable Gas into the Utility System requires a quality assessment of a sample of the Renewable Gas from the Renewable Gas source, and such assessment shall be performed in accordance with Utility's Gas Rule No. 29.

SECTION 6 METERING AND MEASURING EQUIPMENT

- (a) **Metering.** The Utility Facilities shall include Utility's measuring equipment used in measuring deliveries from the Interconnector's Facilities to Utility ("Utility Meter").
- (b) **Meter Maintenance Testing.** Utility will perform scheduled meter accuracy testing and calibration of the Utility Meter in accordance with Good Utility Practices ("Meter Maintenance Testing").
 - (i) Metering, testing equipment, and other facilities needed to perform any tests required of Utility shall meet industry standards as described in CPUC General Order No. 58A, as adapted for deliveries and as revised from time to time. The Meter Maintenance Testing and correction (if necessary) shall comply with the AGA Report No. 4A, Sample Contract Measurement Clause, Meter Facilities, and applicable CPUC requirements. Utility will also inspect and calibrate the Utility Meter to ensure conformance with manufacturer's stated accuracy in a field application, where such conformance does not conflict with Applicable Laws and Regulations.
 - (ii) Utility shall preserve the Meter Maintenance Testing records for a period of three (3) years. Interconnector shall have the right to be present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the Utility Meter.



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- (iii) The Meter Maintenance Testing records from such measuring equipment shall remain the property of Utility, but upon written request, Utility shall make available to Interconnector copies of any such records and charts, together with calculations therefrom, for inspection and verification during normal business hours.
 - (iv) Utility shall provide Notice to Interconnector prior to Meter Maintenance Testing. Except in the event of an emergency or operational necessity, such Notice shall be given to Interconnector at least two (2) Business Days prior to any such activity.
 - (v) If, as a result of any Meter Maintenance Testing, it is determined that there has been a combined meter and transmitter measurement error greater than one percent (1%) from NIST traceable secondary field standards, the Parties will adjust all prior periods back to the period where it can be mutually determined and agreed-upon that the errors commenced. If such an agreement cannot be reached, then Utility shall estimate the Renewable Gas deliveries, and correct the reading to a zero error for the period during which the meter was in use. In all cases of meter error, period adjustments for meter error may not exceed three (3) years prior to the date on which the discovering Party provides Notice to the other Party.
 - (vi) During the Meter Maintenance Testing, Utility shall confirm, where applicable, that the meter accuracy and condition is within the meter manufacturer's specifications for a field application and meets CPUC accuracy verification requirements. Utility shall conduct such calibration and confirmation by using its NIST traceable secondary field standards.
 - (vii) Interconnector may provide a Notice to Utility requesting a calibration test of the Utility Meter (the "Interconnector Test"). If any Interconnector Test shows that the combined measurement error does not exceed one percent (1%) of NIST traceable secondary field standards, then the cost of the Interconnector Test including any Utility Costs incurred, shall be borne by Interconnector. Utility Costs incurred from Interconnector Test will be invoiced to Interconnector pursuant to Section 9. In the event that any Interconnector Test yields a combined measurement error greater than one percent (1%) of NIST traceable secondary field standards, then the cost of the Interconnector Test and subsequent calibration shall be borne by Utility.
- (c) Measurement Accuracy. The accuracy of all measuring equipment used in the Utility Facilities shall be verified and/or calibrated by Utility according to Good Utility Practices and Utility's recommended equipment maintenance schedules and using NIST traceable secondary standard equipment and transfer proving devices.
- (i) Electronic transmitters and measurement equipment shall be calibrated in accordance with Utility's applicable processes and practices, as revised from time to time. Meter measurement accuracy limits and the maintenance frequency will follow industry standard practices.
 - (ii) Upon Notice from Interconnector, and following Interconnector's payment for and installation of the necessary equipment and execution of Utility's then-current Interconnector Measurement Data Access Device Agreement (if Utility has such an agreement), Utility shall make available to Interconnector electronic



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measurement data that Utility obtains related to Renewable Gas delivered to the Interconnection Point.

- (iii) The Parties recognize the value of implementing utilization of electronic measurement devices and shall jointly cooperate to implement the installation of such devices, and sharing the data therefrom, to provide to the extent possible, current measurement information. No particular electronic measurement or monitoring device or method of sharing of electronic data therefrom (on a real time basis or otherwise) shall be required. Each Party shall be responsible for the cost, compatibility and operation of its own measurement-related electronic systems and the cost of obtaining the other Party's data.
- (d) Interconnector Data. Consistent with Section 17(m), where the Utility Facilities cannot measure Renewable Gas volume or gas quality necessary to meet the then-current and/or future regulatory requirements because the Interconnector's Facilities accept Gas from more than one source upstream of the Utility Facilities, upon request by the Utility, the Interconnector at its cost shall measure, or have measured, the Renewable Gas being accepted into the Interconnector Facilities in a manner that provides Utility all data necessary to meet such regulatory requirements. The Interconnector and Utility shall make Reasonable Efforts to execute an agreement for the Utility to access such data, in a manner and frequency consistent with meeting all regulatory requirements, which may change from time to time, and with appropriate measures to validate the integrity of the data. The Interconnector shall pay for all equipment and installation costs, including any future upgrades, and operating and maintenance costs necessary for the Utility to comply with the then-current and future regulatory requirements associated with bringing Interconnector's Renewable Gas into the Utility gas system.

SECTION 7 CHANGE IN OPERATIONS AND SUSPENSION

- (a) Change in System Operations. Utility does not guarantee receipt of Interconnector's Renewable Gas into the Utility System. In addition to reasons for suspension described in other Sections of this Agreement, receipt of Renewable Gas may be reduced or suspended due to ongoing operations, changes in the way in which Utility manages the operation of the Utility System, or in accordance with Utility's CPUC-approved tariffs. Without limiting the generality of the foregoing, reasons for potential reduction or suspension include the following:
 - (i) The MAOP of the Utility System may be changed for operational or safety-related reasons, and the volumes of Interconnector's Renewable Gas that can be received at the Interconnection Point may be impacted. Such pressure changes may be temporary or permanent.
 - (ii) Ongoing operations of the Utility System may require suspension of deliveries at the Interconnection Point due to station or pipeline maintenance or repair.



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- (iii) Changes in customer demand may impact Utility's ability to receive Interconnector's Renewable Gas.
 - (iv) Pipelines may be abandoned or retired if, in the sole judgment of Utility, the cost of repairing, replacing, maintaining, and/or operating the pipeline exceeds the value of the pipeline. At Utility's sole discretion, if the cost of repair or maintenance is the basis for a decision to abandon or retire a pipeline, Interconnector will be given the option of purchasing or replacing, on an "as is, where is" and "with all faults" basis and without any representations or warranties, the pipeline as needed to facilitate Interconnector operations. Subject to the requirements of the immediately preceding sentence, the terms and conditions of any purchase, or replacement with Utility ownership and operation, will be negotiated in good faith between the Parties.
- (b) Suspension of Deliveries/Receipts.
- (i) Without limiting either Party's right to terminate this Agreement in accordance with Section 15, either Party may suspend Renewable Gas deliveries or Renewable Gas receipts immediately at any time for any of the following reasons:
 - (A) there is any system or pipeline operation, or other action or inaction, that could impair the safety or reliability of either Party's facilities or systems, or those of Utility customers, or could impair the deliverability of the Renewable Gas to be delivered through the Utility Facilities, or would constitute a material default of this Agreement;
 - (B) there is no Balancing Agreement in effect for this Agreement;
 - (C) any agent authorized by Interconnector pursuant to Utility's Balancing Agreement: (1) fails to comply with a provision of Utility's Balancing Agreement; (2) becomes insolvent; or (3) fails to establish creditworthiness if requested by Utility;
 - (D) it is necessary or desirable to test, maintain, modify, enlarge, or repair any part of the Utility System, or related to its operation, such that suspension is necessary or advisable;
 - (E) such suspension is permitted or required by the Gas Rules or otherwise by the CPUC;
 - (F) during such time as Interconnector is in breach of this Agreement, and does not immediately cure such breach (if such breach is capable of being cured), and until Utility has been fully compensated for all damages and cost incurred as a result of such breach;
 - (G) Interconnector fails to comply with all Applicable Laws and Regulations;



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- (H) the CPUC, or any other Governmental Authority materially changes, alters, or modifies this Agreement, such that a Party is deprived of its benefits anticipated herein;
 - (I) Interconnector fails (1) to notify Utility that the source of Interconnector's Renewable Gas for the Interconnection Point has changed from the source described in Exhibit A, and/or (2) to follow the testing provisions described in Utility's Gas Rule No. 29; or
 - (J) Interconnector's Renewable Gas is sourced from Hazardous Waste.
- (ii) The Party suspending deliveries or receipts will provide Notice to the other Party of such suspension and the cause, to the extent identifiable, as soon as commercially reasonable.
 - (iii) Resumption of service shall not proceed until authorized by Utility.

SECTION 8 APPOINTMENT OF PHYSICAL OPERATOR

Interconnector may appoint an authorized and qualified representative to act for Interconnector as follows: (i) to give and receive Notices and requests, make and witness tests, deliver quantities of Renewable Gas hereunder; and (ii) to do and receive all things as provided herein regarding the physical operation of the Interconnector's Facilities (the "Physical Operator"). Interconnector shall provide Notice to Utility of the appointment of, and change in the Physical Operator at least five (5) Business Days prior to the effective date of the appointment or change. Interconnector expressly agrees that Utility may rely on all acts and Notices of the Physical Operator to the same extent as if they were performed or provided by Interconnector. If a Physical Operator is designated, it shall be the sole person required to be contacted by Utility in the case of emergency. Whether or not Interconnector appoints a Physical Operator, for maximum protection of the Utility System in case of operational conditions and emergencies, Interconnector shall provide and keep current the Operating Agent contact information on Exhibit A for use by Utility.

SECTION 9 O&M FEES: INVOICING AND PAYMENT TERMS

- (a) O&M Fees. Utility shall collect operation and maintenance fees associated with the operation and maintenance of the Utility Facilities necessary to accept Renewable Gas from Interconnector in accordance with Utility's Gas Rules, tariffs, schedules, and ordinary business practices.
- (b) Timely Payment. All invoices will be issued pursuant to the instructions in Exhibit D and are due and payable within the time period specified in this Agreement, Utility's Gas Rule



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No. 29, or the date specified in the invoice, whichever is later, and will be subject to the provisions of Utility's Gas Rules.

- (c) Failure to Make Timely Payment; Utility's Option to Require Payment to Continue Work. If Interconnector fails to timely pay an invoice arising out of or in connection with this Agreement, Utility will have the right, in addition to its other rights under this Agreement or Applicable Laws and Regulations, to suspend performance of its obligations under this Agreement, including denying Interconnector's Renewable Gas access to the Utility Facilities and ceasing any work under Section 4, until payment is received. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, Utility may, in its sole discretion, suspend performance under this Agreement and require that Interconnector make payment of an invoice issued pursuant to the terms of this Agreement as a condition precedent to Utility continuing its performance under this Agreement.

**SECTION 10
ASSIGNMENT**

- (a) Requirements for Assignment Generally. This Agreement may be not be assigned by either Party without the written consent of the other Party. Consent to assignment will not be unreasonably withheld, conditioned or delayed.
- (b) Assignment for Purposes of Financing. Interconnector shall have the right to assign this Agreement, without the consent of Utility, for collateral security purposes to aid in providing financing for the Interconnector's Facilities. Interconnector will promptly notify Utility of any such assignment for collateral security purposes. Any assignment for collateral purposes entered into by Interconnector shall require that upon any exercise of remedies by the financing party, the entity substituted for Interconnector shall have an equal or greater credit rating as Interconnector and have the legal authority and operational ability to satisfy the obligations of Interconnector under this Agreement.
- (c) Assignment to Successor. Either Party shall have the right to assign this Agreement, without the consent of the other Party, when the assignment is to a successor, representative, or assignee which shall succeed by purchase, merger, corporate reorganization/restructuring or consolidation to all or substantially all of the assets of the assigning Party.
- (d) Responsibilities for Assignee and Assignor. Assignment shall not relieve the assignor of its obligations under this Agreement for the period before the assignment becomes effective, nor shall the non-assigning Party's obligations be enlarged, in whole or in part, by reason of the assignment. At the time the assignment becomes effective, the assignee shall become a Party to this Agreement and shall undertake all rights and responsibilities under this Agreement, including the Performance Assurance requirements in Section 16.
- (e) Assignment In Violation of Agreement. Any attempted assignment that violates any of the requirements of this Section 10 is void and ineffective.

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**SECTION 11
NOTICES**

- (a) Definition and Delivery of Notice. Any notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly and duly given when sent by electronic mail as specified below:

If to Interconnector: [Contact Information To Be Supplied]
e-mail Address:

If to Utility: [Contact Information To Be Supplied]
e-mail Address:

In addition to the Notice specified above, notice may also be provided by telephone or e-mail to the telephone numbers and e-mail addresses set out below, but must be immediately followed up by a written Notice delivered pursuant to the first paragraph of this subsection (a):

If to Interconnector: [Contact Information To Be Supplied]
Telephone Numbers:
e-mail Address:

If to Utility: [Contact Information To Be Supplied]
Telephone Numbers:
e-mail Address:

- (b) Changes. Either Party may change the Notice information in this Section 11 by giving Notice within five (5) Business Days prior to the effective date of the change.

**SECTION 12
NO WARRANTY: REMEDIES: CONSEQUENTIAL DAMAGES**

- (a) WARRANTY DISCLAIMER. ALL INSTALLATION, INTERCONNECTION, MAINTENANCE AND OTHER SERVICES PERFORMED BY UTILITY AND MATERIAL, EQUIPMENT AND FACILITIES, INCLUDING UTILITY FACILITIES, MEASUREMENT EQUIPMENT, AND PIPELINES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY FOR USE IN CONNECTION WITH THIS AGREEMENT, ARE PROVIDED "AS IS," WITHOUT ANY WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED BY UTILITY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES SHALL APPLY TO ANY SERVICES, MATERIAL, EQUIPMENT OR FACILITIES PROVIDED BY UTILITY OR MADE AVAILABLE BY UTILITY UNDER THIS AGREEMENT.



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- (b) **Exclusive Remedy.** In lieu of all warranties express, implied, or statutory, Utility's sole obligation and total liability, and Interconnector's sole and exclusive remedy, relating to or arising out of the installation or connection of equipment or Utility Facilities, or the furnishing of equipment, material, or facilities or of any other services by Utility, shall be limited, at Utility's option to: (i) performance of the installation or connection work or other services at Utility's expense up to a cost equal to the amount paid by Interconnector for such installation or connection work, or other services, excluding any amounts paid for equipment, material or facilities or other costs; or (ii) a refund by Utility to Interconnector of an amount equal to the amount paid to Utility by Interconnector for said installation or connection work or other services, excluding any other costs, less any amount received by Interconnector as a rebate or refund of such amounts from other sources; or (iii) a refund of the amount paid by Interconnector to Utility for equipment, material or facilities, as applicable, less any amount received by Interconnector as a rebate or refund of such amounts from other sources. Except as specifically provided for herein, Utility shall have no obligation or liability and shall be released from any and all liability for losses, costs or damages of any kind with respect to or arising out of installation or interconnection work, or other services, equipment, material or facilities installed, connected, or in any way provided by Utility or made available by Utility pursuant to this Agreement, whether arising in contract, tort (including negligence), strict liability, warranty, or otherwise.
- (c) **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE UNDER ANY PROVISION OF THIS AGREEMENT FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR REVENUE, LOSS OF THE USE OF EQUIPMENT, COST OF CAPITAL, COST OF TEMPORARY EQUIPMENT OR SERVICES, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, IN TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY; PROVIDED, HOWEVER, THAT A PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING EXHIBIT F) SHALL NOT BE DEEMED TO BE SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

SECTION 13 INDEMNITY

- (a) By Interconnector. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement (including Exhibit F), to the maximum extent permitted by Applicable Law and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including its and their officers, directors, agents, contractors, and employees thereof, against losses, costs, expenses (including in-house and outside attorneys' fees), claims, enforcement actions, judgments, suits or other obligations or liabilities, resulting from or arising out of or in any way connected with (a) physical injury or damage to property or person, arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator), (b) construction and/or installation work performed by Interconnector or any Interconnector Party (of any tier), Interconnector's Renewable Gas, or (d) a violation of Applicable Laws



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and Regulations arising from Interconnector's performance or nonperformance of its obligations under this Agreement, or from the performance or nonperformance of any individual or entity authorized on behalf of Interconnector (including each Interconnector Party, the Operating Agent or Physical Operator).

- (b) No Statutory Limitation. The Interconnector's obligation to indemnify under this Agreement (including Exhibit F) shall not be limited in any way by any limitation on the amount or type of damages, compensation, penalty or benefits payable by or for the Interconnector under any statutory scheme, including any Workers Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

SECTION 14 DISPUTES

Dispute Resolution. Any dispute arising between the Parties regarding a Party's performance of its obligations under this Agreement or requirements related to the interconnection of the Interconnector's Facilities shall be resolved according to the procedures in Utility's Gas Rule No. 29.

SECTION 15 TERMINATION

- (a) Termination.
- (i) Termination of Agreement. This Agreement may be terminated under any of the following conditions:
- (A) Interconnector may terminate this Agreement for any reason by providing Notice at least sixty (60) days prior to the end of the then-current term of this Agreement, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.
 - (B) Utility may terminate this Agreement at any time after the primary term by providing Notice at least sixty (60) days prior to the end of the then-current term, such termination to take effect at the end of such term unless otherwise agreed to by the Parties.
 - (C) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector has made a material misrepresentation concerning any of the provisions in this Agreement and/or the Exhibits, including the Conditions Precedent described in Section 3, and/or the representations in Exhibits B or C.
 - (D) Utility may terminate this Agreement upon Notice to Interconnector if Interconnector fails to comply with any of the quality, operational, and



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Renewable Gas delivery requirements in this Agreement, including the Renewable Gas quality and delivery requirements in Sections 5(c), (g) and (h).

- (E) Utility may terminate this Agreement upon Notice to Interconnector if (1) any representation or warranty made by the Guarantor was false or misleading when made, or (2) the Guarantor fails to make reasonable payment required or to perform any other material covenant or obligation in the Guaranty.
- (F) Utility may terminate this Agreement upon Notice to Interconnector if all of the Utility System assets are retired, abandoned, or deactivated by Utility, or are otherwise permanently removed from service.
- (G) Utility may terminate this Agreement upon Notice to Interconnector if Utility determines, in its sole discretion, that its eligibility status under the Hinshaw Exemption as described in Section 1(c) may be adversely affected by its performance under this Agreement.
- (H) Utility may terminate this Agreement upon Notice if a Balancing Agreement is not executed prior to the date that Release to Operations occurs.
- (I) Utility may terminate this Agreement if Interconnector fails to meet Utility's requirements specified in Section 16.
- (J) Utility may terminate this Agreement if Interconnector fails to make substantial progress, as determined by Utility in its sole discretion, on the engineering, procurement, construction, and/or installation of the Utility Facilities in accordance with Exhibit F, if Interconnector has elected the Self-Build Option.
- (K) Utility may terminate this Agreement if Interconnector has failed to make any payment(s) required under this Agreement in the timing required in this Agreement.
- (L) Utility may terminate this Agreement if suspension of Renewable Gas deliveries or receipts as described in Sections 5, 6, or 7 continues for a period of six (6) months without either resolution of the underlying situation, or a mutually agreed upon written plan of resolution.
- (M) Utility may terminate this Agreement if Interconnector fails to comply with any of the Gas flow requirements in Sections 5(d) and (f).
- (N) Utility may terminate this Agreement if there is a suspension of access at the Interconnection Point, as described in Section 1.7 of Exhibit F.
- (O) Utility may terminate this Agreement if Interconnector does not agree to pay for repairs, upgrades, modifications or replacements under Section 4(d), unless a mutually acceptable arrangement for the delivery of



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Interconnector's Renewable Gas into the Utility System has been made prior to such termination.

- (P) Utility may terminate this Agreement if Interconnector breaches or otherwise fails to perform or observe in any material respect any provision of this Agreement not otherwise addressed in this Section 15(a).
- (Q) Either Party may terminate this Agreement (1) in the event the Utility Facilities are not Released to Operations within two (2) years after the Effective Date; (2) in the event that any of the conditions in Section 3(a) have not been satisfied or waived by the Parties by the time specified therein; or (3) in accordance with Section 4(c)(i) or 4(c)(ii)(C).
- (R) Either Party may terminate this Agreement if the CPUC or FERC at any time asserts: (1) that Interconnector is a public utility or subject to regulation by such regulatory body; or (2) that such regulatory body may prevent either Party from complying with this Agreement.
- (S) Either Party may terminate this Agreement if any Applicable Laws and Regulations relating to that Party's obligations under this Agreement, enacted or issued after the Effective Date, materially affects that Party's performance under this Agreement in a manner which is unacceptable to that Party, in its sole discretion.

(b) Cure Period for Certain Termination Events.

- (i) Utility shall provide sixty (60) days advance Notice to Interconnector if Utility elects to terminate this Agreement under Sections 15(a)(i)(I) through (P). If Interconnector fails to cure the termination event within such sixty (60) day period, this Agreement shall automatically terminate unless otherwise agreed to by the Parties prior to such termination, without the requirement of any further action by the Parties.
- (ii) A Party terminating this Agreement under Sections 15(a)(i)(Q) through (S) shall provide Notice to the other Party. Within fifteen (15) days of receipt of the Notice, the Parties shall discuss in good faith whether or not this Agreement can be restructured on a mutually satisfactory basis under the circumstances to address the basis for termination. In the event the Parties are unable to agree on such a restructuring within forty-five (45) days after the first meeting on such matter, this Agreement may either be extended up to an additional ninety (90) days thereafter by mutual consent obtained on or before such forty-fifth (45th) day, or (2) be terminated if any Party, within fifteen (15) days thereafter, gives ten (10) days prior Notice.

(c) Post-Termination.

- (i) Upon the termination of this Agreement Utility shall have the right to disconnect the Utility Facilities from Interconnector's Facilities.



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- (ii) Termination of this Agreement shall not release either Party from its obligation to make payments or compensate the other Party for damages or costs, if any are due or have been incurred, or for amounts accrued or then due and owing, or for any amounts required or owed under this Agreement.
- (iii) Notwithstanding the termination of this Agreement, the rights and obligations of each Party, which contain or refer to subject matter which relates to time periods subsequent to the termination of this Agreement, shall survive, including Sections 4(e), 9, 11, 12, 13, and 14.

SECTION 16
PERFORMANCE ASSURANCE: GUARANTY

- (a) Any Interconnector which is delivering Gas into the Utility system under an existing access agreement shall be deemed creditworthy unless the Interconnector shows a pattern of material past due payments or the Interconnector's financial condition has materially degraded.
- (b) Utility shall have the right, but not the obligation, to reevaluate the creditworthiness of any Interconnector whenever such Interconnector fails to fulfill its financial obligations under this Agreement or whenever the financial condition of the Interconnector has materially changed, including but not limited to a change or transition in ownership, a request for a substantial increase in the amount of Gas to be delivered to Utility has been made, or significant under-deliveries have occurred.
- (c) In the event a reevaluation of credit of an existing Interconnector is deemed necessary by Utility, or if Interconnector is a new Interconnector, such Interconnector shall provide Utility with such Interconnector's most recent annual report and the Interconnector's most recent SEC Form 10-K or a copy of the Interconnector's audited financial statement.
- (d) The creditworthiness evaluation may be performed by an outside credit analysis agency selected by Utility, with final credit approval granted by Utility. The creditworthiness evaluation shall consider the credit facilities that are already in place between Utility and the Interconnector and the Interconnector's affiliate(s) so that the credit coverage is not duplicative. Also, a third party (the "Guarantor") shall be allowed to assume creditworthiness on behalf of the Interconnector in accordance with the following provisions:
 - (i) Utility may accept a guaranty in an amount, from an issuer, and in a form acceptable to Utility in its sole discretion (the "Guaranty") from the Guarantor.
 - (ii) The Guarantor shall deliver and maintain the Guaranty until such time when the Interconnector is able to demonstrate the Interconnector's creditworthiness to Utility, as determined by Utility in its sole discretion. The Interconnector shall be in default of this Agreement if a replacement Guaranty (in a form, from an issuer and in an amount acceptable to Utility in its sole discretion) or a cash deposit or Letter



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of Credit in an amount determined by Utility in accordance with Section 16(e) is not received within fifteen (15) calendar days of Utility's notice to the Interconnector of a determination that the Guarantor is no longer creditworthy (or Utility is unable to determine the creditworthiness of the Guarantor), as determined by Utility in its sole discretion.

- (e) In the event Utility denies the Interconnector or its Guarantor an unsecured line of credit, Utility shall provide the Interconnector, within seven (7) calendar days of the denial of credit, with an explanation as to why the Interconnector or its Guarantor was denied credit. If the Interconnector or its Guarantor is denied an unsecured line of credit, Utility shall accept as a security deposit, for a secured line of credit, a cash deposit, or Letter of Credit or other instrument acceptable to Utility that meets the following criteria: the Interconnector's Interconnect Capacity multiplied by 40 days, and then multiplied by the average of the Average California/Oregon border price index for delivery into Utility ("Daily Index – PG&E Citygate") as reported by the Natural Gas Intelligence ("NGI") (or its legal successor) for each day of the immediately preceding calendar month. If, for any reason, NGI (or its legal successor) ceases to be available, the price index will be based on another generally accepted available publication selected by Utility in its sole discretion.

SECTION 17 ADDITIONAL PROVISIONS

- (a) Governing Law, Regulatory Authority, and Rules. The validity, interpretation and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of California, without regard to its conflicts of law principles. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any laws, orders, or regulations of a Governmental Authority.
- (b) Interpretation. The following rules of interpretation shall apply:
- (i) Unless otherwise specified herein, all references to any agreement or other document of any description shall be construed to give effect to amendments, supplements, modifications or any superseding agreement or document as then existing at the applicable time to which such construction applies.
 - (ii) Capitalized terms used in this Agreement, including the appendices hereto, shall have the meaning set forth in Section 2 or in Utility's Gas Rule No.29 unless otherwise specified.
 - (iii) Any reference in this Agreement to any natural person, Governmental Authority, corporation, partnership or other legal entity includes its permitted successors and assigns or any natural person, Governmental Authority, corporation, partnership or other legal entity succeeding to its function.



STANDARD RENEWABLE GAS INTERCONNECTION AGREEMENT

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- (iv) Any reference to any Applicable Laws and Regulation means such Applicable Laws and Regulation as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effective from time to time, including rules and regulations promulgated thereunder.
- (v) All references to dollars are to U.S. dollars.
- (vi) The term "days" shall refer to calendar days unless otherwise noted as Business Days.
- (vii) The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation.
- (c) Amendment. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties.
- (d) No Third-Party Beneficiaries. This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and where permitted, their assigns.
- (e) Waiver.
 - (i) The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
 - (ii) Any waiver at any time by either Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement.
 - (iii) Termination of this Agreement for any reason by Interconnector shall not constitute a waiver of Interconnector's legal rights to obtain an interconnection from Utility.
 - (iv) If any waiver of this Agreement is requested, such request shall be provided in writing.
- (f) Entire Agreement. This Agreement, including all Exhibits, and any incorporated tariffs or Gas Rules, constitutes the entire agreement between the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, between the Parties with respect to the subject matter of this Agreement. There are no other agreements, representations, warranties, or covenants which constitute any part of the consideration for, or any condition to, either Party's compliance with its obligations under this Agreement. This Agreement shall be binding on each Party's successors and permitted assigns.
- (g) Multiple Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.



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- (h) **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- (i) **Severability.** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction or other Governmental Authority: (i) such portion or provision shall be deemed separate and independent; (ii) the Parties shall negotiate in good faith to restore insofar as practicable the benefits to each Party that were affected by such ruling; and (iii) the remainder of this Agreement shall remain in full force and effect.
- (j) **Governmental Authority.** This Agreement shall be subject to all Applicable Laws and Regulations. The Parties agree to abide by the applicable sections of Utility's Gas Rules and tariffs, as revised from time to time. If at any time, the CPUC or any branch thereof, issues a finding or opinion, formal or informal, that this Agreement is inconsistent with CPUC rules, regulations, decisions, or policy, then this Agreement shall be amended to eliminate any inconsistency. This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.
- (k) **Force Majeure.** Neither Utility nor Interconnector shall be considered in default in the performance of its obligations under this Agreement, except obligations to make payments hereunder, to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected Party ("**Force Majeure Event**"). A Force Majeure Event shall include acts of God, a public enemy, or a Governmental Authority, strikes, lockouts, riots, rebellions, washouts, earthquakes, wildfires, floods, storms, extreme weather conditions, freezing of lines, pandemics, epidemics, quarantines, or any cause or causes of whatsoever nature (whether like or unlike those herein enumerated) beyond the reasonable control of either Party and which by the exercise of due diligence such Party is unable to prevent or overcome. In the event either Party claims that performance of its obligations was prevented or delayed by Force Majeure, that Party shall promptly provide Notice to the other Party of the circumstances preventing or delaying performance. Such Party so claiming a cause-delayed performance shall endeavor, to the extent reasonable, to promptly remove the obstacles which preclude performance within a reasonable period of time.
- (l) **Execution of Documents.** Each Party shall do all necessary acts and make, execute, and deliver such written instruments as shall from time to time be reasonably necessary to carry out the terms of this Agreement.
- (m) **Monitoring, Testing, Reporting and Recordkeeping Requirements.** Each Party will comply with all federal, state and local reporting requirements and shall adhere to all monitoring, testing, reporting and recordkeeping requirements issued pursuant to but not limited to CPUC decisions, rules, and General Orders, California Statutes and Health and Safety Codes.

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- (n) Confidentiality. This Agreement is subject to the terms of that certain Confidentiality Agreement, dated [___], between the Parties in accordance with and to the extent set forth therein.
- (o) Publicity. Any public statements, publicity or press releases concerning this Agreement and the transactions contemplated by this Agreement shall be jointly planned and coordinated by and between the Parties. No Party shall act unilaterally regarding such publicity or press releases without the prior written approval of the other Party, which approval shall not be unreasonably withheld.
- (p) Cooperation. The Parties shall cooperate with each other to achieve the purpose of this Agreement, including executing such other and further documents and taking such other and further actions as may be necessary or convenient to affect the transactions described herein. Neither party will intentionally take any action, or omit to take any action, which will cause a breach of such Party's obligations pursuant to this Agreement.
- (q) Safety and Health. Each Party shall ensure that any time its employees, agents, contractors, or subcontractors are accessing the other Party's facilities, such employees, agents, contractors, or subcontractors are abiding by reasonable safety, operational and drug policies, practices, and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the Interconnection Point.

<< Signature Page Follows >>

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

Pacific Gas and Electric Company

*[Interconnector Name]*_____
*Signature*_____
*Signature*_____
*Print Name*_____
*Print Name*_____
*Title*_____
*Title*_____
*Date*_____
Date