



Gas Sample Form No. 79-1206F

Standard Renewable Gas Interconnection Agreement Exhibit F

Sheet 1

(N)

(N)

**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 _____



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**EXHIBIT F
INTERCONNECTOR'S SELF-BUILD OPTION**

- 1.1. Self-Build Facilities. Where Interconnector has elected the Self-Build Option with respect to the Utility Facilities (such Utility Facilities, the "Self-Build Facilities"), all work must be performed in accordance with (a) Utility's planning and design standards and practices, design criteria, specifications for equipment and materials, construction standards and methods, and operational and maintenance requirements (all of which Utility shall make reasonably available to Interconnector for Interconnector's inspection and subsequent use), and (b) all Applicable Laws and Regulations, including jurisdictional permit requirements. Utility reserves the right to provide to Interconnector and Interconnector shall accept and use if provided, certain elements of the design of Utility's choosing, including the Screening Study, Interconnect Capacity Study, Preliminary Engineering Study (each as described in Utility's Gas Rule No. 29), standard facility designs, and/or the measurement elements of the design, including the meter, Gas chromatograph, Programmable Logic Controller (PLC), SCADA controller, and software logic and programming used to control the Gas measurement equipment and communication between the measurement skid and Utility's SCADA system.
- 1.2. Interconnector Parties. All design, jurisdictional permitting, and construction and installation work must be performed using Utility-qualified Interconnector Parties. At a minimum, Interconnector shall, and shall contractually require each Interconnector Party to (a) employ and utilize workers properly qualified and skilled, (b) comply with Applicable Laws and Regulations, (c) satisfy the insurance requirements set forth in Attachment 1 to this Exhibit F, and (d) indemnify and defend Utility and hold it harmless, in accordance with the terms of this Agreement, from all liability in connection with Interconnector's or an Interconnector Party's work.
- 1.3. Self-Build Facilities Installation. Interconnector shall be responsible for the actions or inactions of each Interconnector Party as well as for all construction and installation, equipment, and facility requirements arising out of or in connection with the Self-Build Facilities, all at Interconnector's expense and all as further documented in the applicable Work Order(s), including all trenching/excavation, backfilling compaction, surface repair, including furnishing any imported backfill material required, furnishing and installing all measurement, processing, monitoring equipment, pipes, valves, fittings, regulators, meters, analyzers, and substructures, all in accordance with Utility's specifications.
- 1.4. Inspection of the Self-Build Facilities. Any and all work of Interconnector with respect to the Self-Build Facilities is subject to inspection, testing, and acceptance or rejection by Utility at all times in accordance with the testing methods and acceptance criteria set forth in the applicable Work Order or, if none, in accordance with such methods and criteria as Utility determines before or at the time of any such inspection. All such inspection and testing shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Without limiting the generality of the foregoing, Utility shall have, at its sole discretion, the right to establish design and construction hold points for engineering and inspection oversight, and approve that the engineering, design, permit and/or installation



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and construction of Self- Build Facilities comply with Utility's standards, specifications, plans, procedures and other requirements. Interconnector shall not proceed to work beyond the hold points until receiving clearance from the Utility to do so. Interconnector acknowledges and agrees that such right of inspection of the Interconnector's work by Utility will not relieve Interconnector of responsibility for the proper performance of the work, nor shall such inspection waive Utility's right to reject the work at a later date. Interconnector agrees not to rely upon such inspections and approvals to meet Interconnector's responsibilities under this Agreement or for any other purpose, and agrees to hold Utility harmless from, and Interconnector hereby releases Utility from, any and all liability related directly or indirectly to the use or application of such inspections and approvals.

- 1.5. Final Acceptance of Self-Build Facilities. As part of and as a condition precedent to Utility's final acceptance of the Self-Build Facilities, Utility shall have the right to (a) inspect, test, and accept or reject all construction and installation work, (b) review all final control and measurement system(s) programming and configuration, (c) perform acceptance testing, (d) commission the Self-Build Facilities (including functional, logic, programming and communication checkouts), (e) require that Interconnector deliver all documentation related to the Self-Build Facilities, including all as-built drawings, warranties, spare parts, attic stock, and manuals, and (f) perform such other tasks or deliver such other project documentation, licenses, permits, registrations, and certificates, as deemed necessary by Utility, in its sole discretion, to enable Utility to accept such Self-Build Facilities. All such inspection, testing, commissioning and other work to be performed by Utility as part of its final acceptance of the Self-Build Facilities shall be performed by Utility personnel and/or agents and shall be paid for by Interconnector. Utility shall have a minimum of thirty (30) days following the completion of construction and prior to the date that Release to Operations occurs to perform programming, testing and commissioning activities. If Utility finds any defect in or noncompliance with the Self-Build Facilities, it shall deliver Notice to Interconnector identifying such defect or noncompliance, and any outstanding work or deliverables related thereto. Interconnector shall then promptly have such defective or noncompliant work remedied at its expense; provided, however, that Interconnector shall only perform such remediation work after Utility, at its sole discretion, determines that it can safely disconnect, and does disconnect, the Self-Build Facilities from the Utility System.
- 1.6. Ownership of Self-Build Facilities. Upon final acceptance of the Interconnector-designed and/or constructed Self-Build Facilities by Utility, which shall occur no earlier than all of the requirements set forth in Section 1.5 of this Exhibit have been satisfied in Utility's sole discretion, ownership of such Self- Build Facilities shall transfer to (and vest in) Utility in accordance with the terms of an Agreement for Transfer of Ownership of Renewable Gas Self-Build Facilities (Form 79-1208) executed by the Parties. All Self-Build Facilities installed pursuant to this Agreement or otherwise shall be and remain at all times, the sole property of Utility.



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- 1.7. Non-Compliance with Applicable Laws and Regulations or Utility Standards. If, prior to the transfer of ownership of the Utility Facilities from Interconnector to Utility, the Interconnection Point and/or the Utility Facilities are deemed noncompliant with any Applicable Laws and Regulations or Utility's standards, specifications and requirements, in each case, as interpreted by Utility in its sole discretion, Utility may send Interconnector a Notice of the noncompliance and, to the extent the noncompliance does not, in Utility's sole discretion, require immediate action, provide a cost estimate and scope of additional work for correction that would be done pursuant to the terms herein. Interconnector shall have thirty (30) days to respond to Utility with payment of estimated costs for the specified remediation project. If immediate action is required, Utility may suspend access and take whatever other measures it deems reasonable and prudent, including disconnecting Utility Facilities from Interconnector's Facilities and from Utility's system and depressurizing Utility's Facilities, unless and until Interconnector has funded remediation pursuant to a Work Order. Further, if the remediation work qualifies to be done as part of Interconnector's Self-Build Option, Interconnector shall respond within such thirty (30) days and elect to self-perform such remediation work pursuant to the terms of Exhibit F following Utility's disconnection and depressurization, if applicable, of Interconnector Self-Build Facilities. At such time Interconnector must pay Utility's estimated costs to be incurred for such self-performance of the remediation work and guarantee that the completion date for the work will be the earlier of (A) such completion date as prescribed by the applicable Governmental Authority, if applicable, and (B) within six (6) months of the Notice of non-compliance. Failure by Interconnector to provide an acceptable and timely response to Utility shall, without limiting Utility's other rights set forth in this Agreement, result in a suspension (or continued suspension) of access at the Interconnection Point until such time as the identified issue is corrected to Utility's satisfaction.
- 1.8. Warranty. Prior to the final acceptance of the Self-Build Facilities by Utility, Interconnector shall be responsible for (a) the continued maintenance of the Self-Build Facilities to preserve its integrity, (b) the safe and reliable operation of the Self-Build Facilities in accordance with Applicable Laws and Regulations, and (c) all injury and damage resulting from operation of the Self-Build Facilities. After transfer, Utility shall assume responsibility for operation of the Self-Build Facilities and provision of service and shall, per the terms of this Agreement, assume liability for operation of the Self-Build Facilities except with respect to defects known to Interconnector and not disclosed to Utility during the transfer of ownership process or breach of Interconnector's representations. Interconnector warrants that all work and/or equipment furnished or installed by Interconnector and/or any Interconnector Parties shall be free of defects in workmanship and material, in accordance with CPUC General Order 112-F (or its successor) and each other applicable CPUC General Order as well as Utility's planning, design standards, design criteria, and specifications, and shall otherwise meet or exceed Good Utility Practices. Interconnector shall require a warranty on installation and parts from all such Interconnector Parties that is acceptable to Utility, in its reasonable discretion (it being understood that any such warranty will be deemed reasonable if it is equivalent to the warranty Utility would receive on such installation and parts from such Interconnector Party absent Interconnector's election of the Self-Build Option), and shall assign such warranty to Utility. Should the Self-



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Build Facilities develop defects during the applicable warranty period, Utility, at its election, shall either (a) repair or replace the defective work and/or equipment per the terms of this Agreement, or (b) demand that Interconnector repair or replace the defective work and/or equipment. In either event, Interconnector shall be liable for all costs, claims or other liabilities associated with such repair and/or replacement. Interconnector, upon demand by Utility, shall promptly correct, to Utility's satisfaction and that of any Governmental Authority, any breach of any warranty.

1.9. Environmental Terms and Conditions.

1.9.1. For purposes of this Agreement, the following terms shall have the following meanings:

1.9.1.1. "Hazardous Materials" means any chemical, substance, material, controlled substance, object, product, by-product, residual, condition, solid, hazardous waste, or any combination thereof, that is hazardous to human health, safety, or the environment due to its ignitability, corrosivity, reactivity, toxicity, or other harmful or potentially harmful properties or effects. Hazardous Materials include (a) any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, and substances defined as "hazardous substances," "hazardous material," "hazardous wastes," or "toxic substances" in, under, or pursuant to any EH&S Law, and (b) oil or petroleum products, asbestos, and any asbestos containing materials, radon, polychlorinated biphenyls, urea formaldehyde insulation, lead paints and coatings, and all of those chemicals, substances, materials, controlled substances, objects, conditions, and waste, or any combination thereof, that now are, or after the Effective Date become listed, defined, or regulated by any EH&S Law.

1.9.1.2. "EH&S Law" means any and all applicable federal, state, regional, county, or local law, regulation, decision of the courts, ordinance, rule, code, order, directive, guideline, permit, or permit conditions, which, on or after the Effective Date relate in any way to worker or workplace safety, environmental conditions, environmental quality or policy, or health and safety issues or concerns (including product safety). EH&S Law includes the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Safe Drinking Water Act, the Hazardous Materials Transportation Act, the Carpenter-Presley-Tanner Hazardous Substance Account Act, the Toxic Substance Control Act, the Safe Drinking Water and Toxic Enforcement Act, the California Hazardous Waste Control Law, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the Porter-Cologne Water Quality Control, and, in each case, applicable regulations or rules promulgated thereunder.



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- 1.10. Without limiting Section 1.2 of this Exhibit F, Interconnector agrees to use, and agrees that it shall require each Interconnector Party, if any, to use only personnel who are qualified and properly trained and who possess every license, permit, registration, certificate or other approval required by any applicable EH&S Law or Governmental Authority to enable such personnel to perform their work involving any part of Interconnector's obligations under this Agreement.
- 1.11. Interconnector agrees that all materials and equipment to be supplied or used by Interconnector or any Interconnector Party in the performance of its obligations under this Agreement, including vehicles, loading equipment, and containers, shall be in good condition and fit for the use(s) for which they are employed by Interconnector or such Interconnector Party, if any. Interconnector further agrees that none of the materials to be supplied or used by Interconnector and any Interconnector Party in the performance of its obligations under this Agreement shall contain asbestos or asbestos-containing materials, unless feasible alternatives or commercially reasonable replacements do not exist or are not available. Such materials and equipment shall at all times be maintained, inspected and operated as required by applicable EH&S Law. Interconnector further agrees that all licenses, permits, registrations and certificates or other approvals required by any EH&S Law or Governmental Authority shall be procured and maintained for such materials and equipment at all times during the use of the same by Interconnector or any Interconnector Party in the performance of any of Interconnector's obligations under this Agreement.
- 1.12. Interconnector specifically agrees that in the performance of its obligations under this Agreement, Interconnector shall at all times fully comply with and cause each Interconnector Party, if any, to fully comply with all applicable EH&S Laws. Interconnector shall immediately inform Utility of any conflict between any EH&S Law and any Utility standard practice or description of any of Interconnector's obligations under this Agreement, but such duty to inform shall not relieve Interconnector of any liability or indemnity requirement for failure to comply with all applicable EH&S Laws. Interconnector further agrees that Interconnector shall obtain and maintain in effect at all times, and cause all Interconnector Parties to obtain and maintain in effect at all times, at its and their sole cost and expense, all licenses, permits, registrations, certificates, and approvals required by any EH&S Law or by any Governmental Authority for the work undertaken by Interconnector or such Interconnector Parties and in the performance of Interconnector's obligations under this Agreement.
- 1.13. All Hazardous Materials used in connection with the obligations required under this Agreement shall be promptly and properly managed, containerized, stored, removed, transported and disposed of by Interconnector in accordance with all applicable EH&S Law. Without in any way limiting the foregoing, Interconnector shall not, under any circumstances, cause or permit the spillage, discharge, emissions, or release of any Hazardous Materials in the performance of Interconnector's obligations under this Agreement. If spillage, discharge, emission, or release should accidentally occur through Interconnector's actions or the actions of its employees, officers, representatives, contractors or subcontractors, then Interconnector shall immediately notify Utility and take such actions in accordance with Section 1.17 below. Furthermore, Interconnector is



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absolutely prohibited from creating, disposing, recycling, treating, releasing or handling any kind of Hazardous Materials at, on or within any Utility-owned or operated facility or property.

- 1.14. In connection with its performance under this Agreement, Interconnector shall not store any Hazardous Materials for periods in excess of applicable site storage limitations imposed by EH&S Law, other laws or Utility's standard practices, whichever shall be more restrictive. Interconnector shall take, at its expense, all actions necessary to protect third parties, including Utility's tenants, employees, and agents, from any exposure to, or hazards of, Hazardous Materials which are associated in any manner with any of Interconnector's obligations under this Agreement, including site soils and/or groundwater contamination while they are, or should be, under Interconnector's control, as well as any discharges, releases, and spills of such Hazardous Materials. Furthermore, Interconnector may not store any kind of Hazardous Materials, at, on or within any Utility-owned or operated facility or property, without prior written authorization from Utility, which authorization shall be limited solely to specific Hazardous Materials and quantities thereof identified in a list prepared by Interconnector, and solely to certain, specific Utility facilities and properties identified in a list also prepared by Interconnector of where these Hazardous Materials will be stored.
- 1.15. Interconnector shall comply with all applicable EH&S Laws and the requirements of Governmental Authorities; however, Interconnector shall exert all efforts to reach and consult with Utility's representative prior to making any report to Governmental Authorities pursuant thereto and shall follow Utility's representative's instructions so long as they are consistent with Interconnector's legal obligations.
- 1.16. In the event of any unauthorized release of a Hazardous Material by Interconnector, Interconnector shall perform the following actions: (a) Take all reasonable steps necessary to stop and contain said release; (b) Make any report of such release as required under EH&S Law; and (c) Clean up such release as required by the applicable Governmental Agency.
- 1.17. Interconnector shall immediately notify Utility's representative of the following upon the occurrence of any unauthorized release of Hazardous Material in connection with Interconnector's obligations under this Agreement: (a) A description of the release; (b) The identification of the Hazardous Material and the volume released; (c) Death of any person; (d) Property damage; (e) Any communication from any Governmental Agency that alleges that Interconnector is not acting in compliance with EH&S Law; (f) Any communication from any Governmental Agency that affects any permits or licenses necessary to perform Interconnector's obligations under this Agreement.
- 1.18. Within 36 hours of the release covered by this Agreement, Interconnector shall submit to Utility's representative a written report, in a format required by Utility, describing in detail any event of any release of a Hazardous Material. Such report shall include the following information: (a) Name and address of Interconnector and any subcontractor(s) involved; (b) Name and address of Interconnector's commercial and environmental liability



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insurance carrier; (c) Name and address of any injured or deceased persons, if applicable; (d) Name and address of any property damage, if applicable; (e) A detailed description of the release including the identification of the Hazardous Material, the date and time of the release, the volume released, and the nature of any environmental contamination; (f) A determination of whether any of Utility's personnel, equipment, tools or materials were involved; (g) A detailed description of all reports made to any Governmental Agency, and a description of the actions taken to respond to the release.

- 1.19. Interconnector shall NOT: (a) Transport any Hazardous Material that Utility generated for purposes of treatment, storage, recycling and/or disposal or (b) Conduct any treatment, storage, recycling and/or disposal of any Utility generated Hazardous Material unless specifically authorized by Utility in writing to perform such activities. If Interconnector is authorized by Utility to perform such activities, then the following terms and conditions shall apply:
- 1.19.1. Interconnector shall not transport any Utility generated Hazardous Material to any treatment, storage, recycling and/or disposal facility (hereinafter called "TSDF") not authorized by Utility in writing. Prior to transporting Utility generated Hazardous Material in each case, Interconnector shall confirm that the TSDF has procured and maintained in effect all licenses, permits, registrations, certificates or other authorizations required by any EH&S Law or Governmental Authority to lawfully receive, handle, transport, store, treat, recycle, incinerate, dispose of, or otherwise manage or use such Hazardous Material. Interconnector shall not transport any Utility generated Hazardous Material to any TSDF which is unable or fails to provide such confirmation and Interconnector shall immediately notify Utility. Utility reserves the right at any time, in Utility's sole discretion, to cancel its authorization of any TSDF by written notice to Interconnector.
- 1.19.2. Utility shall, when required by EH&S Law, provide Interconnector with a complete and executed Hazardous Waste Manifest or other shipping documentation for Utility generated Hazardous Material to be transported for treatment, storage, recycling and/or disposal. Interconnector's transportation, recycling, treatment, storage, and/or disposal of any such Hazardous Material in accordance with this Agreement shall be documented by Interconnector utilizing, among other things, the Hazardous Waste Manifest tracking system or other records as required by EH&S Law, copies of which shall be provided to Utility within ten (10) calendar days of shipment.
- 1.20. Upon taking possession of and transporting Hazardous Material conforming to Utility's Hazardous Waste Manifest from Utility's facility, or from any other place of transfer, or upon accepting delivery of Utility's Hazardous Material at an authorized TSDF, whichever circumstances are applicable, the title, risk of loss, and all other incidents of ownership to such Hazardous Material shall be transferred from Utility and vested in Interconnector.



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- 1.21. Utility warrants that the Hazardous Waste Manifest(s) or other shipping document required by this Agreement and/or any EH&S Law to be prepared by Utility shall properly identify the Hazardous Material to be transferred to Interconnector.
- 1.22. Interconnector shall provide the following to Utility for each material which Interconnector furnishes under this Agreement: (a) A completed Material Safety Data Sheet (MSDS) for each product or substance which contains a Hazardous Material as defined herein; and (b) A written statement for each material that is a Mixture or Trade Name Product which contains a Toxic Chemical subject to the reporting requirements of Section 313 or EPCRA (40 CFR Section 372 et seq.) including: (i) The name and associated CAS (Chemical Abstract Services Registry) number of the Toxic Chemical; (ii) The specific concentration at which each such Toxic Chemical is present in each such Mixture or Trade Name Product; and (iii) The weight of each such Toxic Chemical in each such Mixture or Trade Name Product.
- 1.23. Indemnification. Without limiting Interconnector's indemnification, defense, and hold harmless obligations otherwise set forth in this Agreement, to the maximum extent permitted by Applicable Laws and Regulations, Interconnector shall be solely responsible for and shall release, indemnify, defend and hold harmless Utility, and Utility's parent and affiliates, including 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) any Hazardous Material brought onto or generated at the site by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (b) the use, storage, transportation, processing or disposal of Hazardous Materials by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement; (c) any unauthorized release of a Hazardous Material; (d) any enforcement or compliance proceeding commenced by or in the name of any Governmental Agency because of an alleged, threatened or actual violation of any EH&S Law; (e) any action reasonably necessary to abate, remediate or prevent a violation or threatened violation by Interconnector (or anyone under or performing work on behalf of Interconnector) during Interconnector's performance of its obligations under this Agreement of any EH&S Law; and/or (f) any other cause of whatsoever nature, arising out of or in any way connected with Interconnector's performance or nonperformance of its obligations under this Exhibit F.

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**Attachment I to Exhibit F
(Interconnector's Self-Build Option) Insurance Requirements**

Instructions: Interconnector will be required to comply with Utility's then-standard insurance requirements, which will be included in this Attachment 1.