

Schedule No. G-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 2

(Continued)

GENERAL (Continued)

5. ACCESS TO PREMISES (Continued)

- a. The use of a Utility-approved locking device to prevent unauthorized access to BC Facilities and any other of Utility's facilities;
- b. Safe and ready access for Utility personnel;
- c. Unobstructed ready access for Utility's vehicles and equipment to install, remove, repair, or maintain BC Facilities and any other of Utility's facilities; and
- d. Removal of any and all of BC Facilities or any other of Utility's facilities installed on or below Premises after the termination of BC Services.

6. SERVICE CONNECTIONS. Only personnel duly authorized by Utility are allowed to connect or disconnect BC Facilities, remove BC Facilities, or perform any work upon BC Facilities or Utility-owned existing facilities.

7. BIOGAS PRODUCER'S RESPONSIBILITIES. In accordance with Utility's design, specifications, and requirements for the installation, maintenance and operation of BC Facilities, Biogas Producer shall have the following responsibilities:

- a. Biogas Producer shall be solely responsible for electric service and all electric bills and electric costs, including electricity to run BC Facilities, during construction and operating periods and all other required utility services.
- b. Biogas Producer shall be solely responsible for owning the Untreated Biogas and Treated Biogas.
- c. Biogas Producer shall be solely responsible, at Biogas Producer's own liability, risk and expense, to provide Untreated Biogas to the Point of Receipt. The Biogas Producer's facilities shall conform to industry standards and applicable laws, codes, and ordinances of all governmental authorities having jurisdiction, including any applicable environmental laws.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. Biogas
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. G-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 3

(Continued)

GENERAL (Continued)

7. BIOGAS PRODUCER'S RESPONSIBILITIES (Continued)

- d. Biogas Producer shall make arrangements to stop deliveries of Untreated Biogas and shut down the operation of any existing equipment as needed by Utility including, but not limited to, the following: to tie into existing gas piping, to tie into the electrical system to provide power to the BC Facilities, to tie into the existing grounding system, to tie into existing control/emergency systems, and as necessary during the BC Facilities startup, commissioning and throughout the term of the Agreement for scheduled and un-scheduled maintenance.
- e. Biogas Producer (i) shall limit access and take all necessary steps to prevent BC Facilities from being damaged or destroyed, (ii) shall not interfere with Utility's ongoing operation of BC Facilities, and (iii) shall provide adequate notice to Utility through Utility's representative identified in the Agreement prior to any inspection of BC Facilities by regulatory agencies.
- f. Utility shall incur no liability whatsoever, for any damage, loss, or injury occasioned by or resulting from:
 - i. The selection, installation, operation, maintenance or condition of Biogas Producer's facilities or equipment; or
 - ii. The negligence, omission of proper shut-off valves or other protective and safety devices, want of proper care, or wrongful act of Biogas Producer, or any agents, employees, or licensees of Biogas Producer, on the part of Biogas Producer installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Biogas Producer shall meet on an on-going basis the Creditworthiness Requirements and maintain all required amounts and categories of insurance.
- h. Biogas Producer shall indemnify, defend and hold harmless Utility and its authorized officers, employees, and agents from any and all claims, actions, losses, damages and/or liability of every kind and nature in any way connected with or resulting from the violation or non-compliance with any local, state, or federal environmental law or regulation as a result of pre-existing conditions at the Premises, release or spill of any pre-existing hazardous materials or waste, or out of the management and disposal of any pre-existing contaminated soils or groundwater, hazardous or nonhazardous, removed from the ground as

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. Biogas
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. G-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 4

(Continued)

GENERAL (Continued)

7. BIOGAS PRODUCER’S RESPONSIBILITIES (Continued)

h. (Continued)

a result of the BC Services or BC Facilities (“Pre-Existing Environmental Liability”) or from the Untreated Biogas prior to delivery to the BC Facilities, including, but not limited to, liability for the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from the violation of any local, state, or federal law or regulation, attorney’s fees, disbursements, and other response costs. As between Biogas Producer and Utility, Biogas Producer agrees to accept full responsibility for, and bear all costs associated with, Pre-Existing Environmental Liability. Biogas Producer agrees that Utility may stop work, terminate BC Services, redesign the BC Facilities for a different location or take other action reasonably necessary to install the BC Facilities without incurring any Pre-Existing Environmental Liability.

i. Biogas Producer shall be responsible for the additional costs required to modify or maintain BC Facilities or to provide BC Services due to any changes in Biogas Producer’s requirements or operating conditions or damage to BC Facilities due to Biogas Producer’s negligence or willful misconduct after BC Facilities’ commissioning.

j. If applicable, Biogas Producer is responsible for entering into the appropriate Utility Access Agreement (Rule No. 39) for delivery and metering of the conditioned gas into the Utility system and for complying with the gas quality and interconnection requirements as set forth in Rule No. 30 - Transportation of Customer-Owned Gas and Rule No. 39 – Access to the SoCalGas Pipeline System.

8. UTILITY RESPONSIBILITIES

a. Utility will be responsible for the planning, design, procurement, installation, construction, ownership, maintenance, and operation of BC Facilities and equipment from the Point of Receipt for the Untreated Biogas through the Service Delivery Point for the Treated Biogas consistent with the terms of the Agreement.

b. Utility shall be responsible for applying for any necessary permits to construct and operate the BC Facilities, however, Biogas Producer shall be responsible, at its own cost and expense without any dollar contribution or reimbursement from Utility, for any modification(s) to Premises required by any permit.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. Biogas
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

N
N

N

N

Schedule No. G-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 6

(Continued)

SPECIAL CONDITIONS

- 6. Biogas Producer may request changes to BC Services or BC Facilities as a result of changes to Biogas Producer's requirements at any time during the term of the Agreement, however, Utility has sole discretion whether to make any changes to BC Services or BC Facilities, and Biogas Producer shall be responsible for the full costs related to the resulting changes in BC Services or BC Facilities.

DEFINITIONS

- 1. AGREEMENT. Biogas Conditioning and Upgrading Services Agreement between Biogas Producer and Utility describing BC Services to be provided to Biogas Producer and BC Facilities to be installed by Utility, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.
- 2. BC FACILITIES. Facilities to be placed on Premises in order to provide BC Services (to be identified in Exhibit A of the Agreement) including, but not limited to:
 - a. Compressors, blowers, vessels, upgrading skid, flares, gas monitoring and control systems, piping and any other equipment needed to provide BC Services; and
 - b. Other associated equipment that may be requested by Biogas Producer and agreed to by Utility.
- 3. BC SERVICES. Planning, designing, procuring, installing, constructing, owning, operating, and maintaining the BC Facilities located on or adjacent to Premises to upgrade and condition Untreated Biogas owned by Biogas Producer to gas quality levels agreed upon by both the Utility and Biogas Producer through the use of BC Facilities.
- 4. CREDITWORTHINESS REQUIREMENTS. Biogas Producer shall provide adequate assurance acceptable to Utility to establish Biogas Producer's creditworthiness according to the amount to establish credit contained herein. Such adequate assurance shall be supplemented from time to time thereafter during the term hereof to the extent requested by Utility. The amount of credit required to establish or re-establish credit for BC Services will be the full cost of the BC Services consisting of the summation of the monthly service fees for the duration of the term of the Agreement.

Biogas Producer shall be required to complete a credit application that includes financial and other relevant information needed to establish credit. Utility shall use financial and other relevant information, along with Biogas Producer's service request and any other available information, to determine the Biogas Producer's credit limit. If unsecured credit is granted based on the financial strength of a parental corporation, a parental guaranty will be required.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. Biogas
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____

Schedule No. G-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 8

(Continued)

DEFINITIONS (Continued)

4. CREDITWORTHINESS REQUIREMENTS (Continued)

At the time of termination, if Biogas Producer has not paid Utility billings, any security held on Biogas Producer's accounts shall be applied to recoup unpaid bills. In addition, if Biogas Producer is terminated and/or declares bankruptcy, Biogas Producer will be liable to Utility for any and all costs, expenses, and attorney's fees incurred by Utility as a result of such termination or bankruptcy. Payment by Biogas Producer of all such costs, expenses and attorney's fees will be a condition of re-entry into, or continuation of, BC Services.

5. FEASIBILITY AGREEMENT. Feasibility Analysis Agreement between Biogas Producer and Utility providing a Feasibility Analysis to Biogas Producer, subject to this Schedule and all applicable tariff schedules as filed from time to time with the Commission.

6. FEASIBILITY ANALYSIS. All analyses as required by Utility to determine the scope and pricing for the Agreement.

7. PREMISES. All of the real property and apparatus employed by Biogas Producer on an integral parcel of land undivided (excepting in the case of industrial, agricultural, oil field, resort enterprises, and public or quasi-public institutions) by a dedicated street, highway, or other public thoroughfare, or a railway.

8. PROTECTIVE STRUCTURES. Fences, retaining walls (in lieu of grading), barriers, posts, barricades and other structures as required by Utility, permitting agencies, or other regulations.

9. POINT OF RECEIPT: Physical point(s) of delivery to the Utility upstream of BC Facilities. Each Point of Receipt shall be clearly marked or tagged physically and identified in the Agreement.

10. SERVICE DELIVERY POINT. Physical point(s) of delivery to the Biogas Producer downstream of BC Facilities. Each Service Delivery Point shall be clearly marked or tagged physically and identified in the Agreement.

(TO BE INSERTED BY UTILITY)

ADVICE LETTER NO. Biogas
DECISION NO.

ISSUED BY

Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)

DATE FILED _____
EFFECTIVE _____
RESOLUTION NO. _____