

Schedule No. GO-DERS
DISTRIBUTED ENERGY RESOURCES SERVICES

Sheet 1

APPLICABILITY

Applicable to Applicants requesting Distributed Energy Resources (DER) Services located on the Premises. DER Services under this Schedule is conditioned upon arrangements mutually satisfactory to Applicant and Utility for design, location, construction, and operation of required DER Facilities.

SoCalGas shall provide the tariff on a non-discriminatory basis, dependent only on factors such as safety, system capacity, SoCalGas resource availability, technical feasibility, and acceptability of commercial terms.

Service under this Schedule is optional, subject to the terms and conditions set forth herein.

TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **APPLICANT REQUIREMENTS.** Applicant shall provide Utility with electric, heat, cooling, and/or any other loads, as well as any Applicant energy requirements for Utility to determine through a Feasibility Analysis the appropriate level of DER Services required.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the DER Facilities using Utility's specifications for design, materials, and construction.
3. **OWNERSHIP.** DER Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility and/or its contractors or agents. Applicant shall own, operate, and maintain any and all equipment and facilities downstream of the DER Point of Service Delivery for the energy outputs provided by the DER Facility, and have the legal rights to and ownership of the energy outputs provided by the DER Facility and the full power and authority to perform all obligations under the Agreement, including those obligations related to the DER Facilities and Premises.
4. **PLACEMENT OF DER FACILITIES AND RIGHTS-OF-WAY.** Applicant shall provide an appropriate location and Protective Structures for the safe and secure placement and operation of DER Facilities as required by Utility. Applicant shall provide rights-of-way, leases and/or easements as required by Utility, for Utility to install, operate and maintain DER Facilities on Premises to serve Applicant.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4918
DECISION NO. 15-10-049

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Dan Skopec
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(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 19, 2016
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GENERAL (Continued)

5. **ACCESS TO PREMISES.** Whether or not pursuant to rights-of-way, Utility, including its employees, contractors and agents, shall have at all times the right to enter and leave Premises for any purpose connected with the furnishing of DER Services or other gas services including, but not limited to, construction, operations, maintenance, and necessary deliveries on and off-site, and the exercise of any and all rights secured to it by law, or under Utility's tariff schedules. These rights include, but are not limited to:
- a. The use of a Utility-approved locking device to prevent unauthorized access to DER Facilities and any other of Utility's facilities;
 - b. Safe and ready access for Utility personnel and/or its contractors or agents;
 - c. Unobstructed ready access for Utility's vehicles and equipment to install, remove, repair, or maintain DER Facilities and any other of Utility's facilities; and
 - d. Removal of any and all of DER Facilities or any other of Utility and/or its contractors or agents' facilities installed on or below Premises after the termination of DER Services.
6. **SERVICE CONNECTIONS.** Only personnel duly authorized by Utility are allowed to connect or disconnect DER Facilities, remove DER Facilities, or perform any work upon DER Facilities or Utility-owned existing facilities.
7. **APPLICANT'S RESPONSIBILITIES.** In accordance with Utility's design, specifications, and requirements for the installation, maintenance and operation of DER Facilities, Applicant shall have the following responsibilities:
- a. Applicant shall be solely responsible for electric and natural gas service and all electric and natural gas bills and electric and natural gas costs, including electricity and natural gas to run DER Facilities, during construction and operating periods and all other required utility services.
 - b. Applicant or Applicant's designee shall be solely responsible for owning the energy outputs of the DER Facility.
 - c. Applicant shall be solely responsible, at Applicant's own liability, risk and expense, to provide fuel to the DER Receipt Point. Applicant's facilities shall conform to industry standards and applicable laws, codes, and ordinances of all governmental authorities having jurisdiction, including any applicable environmental laws.

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(Continued)

GENERAL (Continued)

7. APPLICANT'S RESPONSIBILITIES (Continued)

- d. Applicant shall make arrangements to stop deliveries of fuel 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 DER Facilities, to tie into the existing grounding system, to tie into existing control/emergency systems, and as necessary during the DER Facilities startup, commissioning and throughout the term of the Agreement for scheduled and un-scheduled maintenance.
- e. Applicant (i) shall limit access and take all reasonably necessary steps to prevent DER Facilities from being damaged or destroyed, (ii) shall not interfere with Utility's ongoing operation of DER Facilities, and (iii) shall provide adequate notice to Utility through Utility's representative identified in the Agreement prior to any inspection of DER 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 Applicant'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 Applicant, or any agents, employees, or licensees of Applicant, on the part of Applicant installing, maintaining, using, operating, or interfering with its own pipes, fittings, valves, regulators, appliances, fixtures, or apparatus.
- g. Applicant shall meet on an on-going basis the Creditworthiness Requirements and maintain all required amounts and categories of insurance.
- h. Applicant 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 a result of the DER Services or DER Facilities ("Pre-Existing Environmental Liability"), including, but not

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(Continued)

GENERAL (Continued)

7. APPLICANT’S RESPONSIBILITIES (Continued)

h. (Continued)

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 Applicant and Utility, Applicant agrees to accept full responsibility for, and bear all costs associated with, Pre-Existing Environmental Liability. Applicant agrees that Utility may stop work, terminate DER Services, redesign the DER Facilities for a different location or take other action reasonably necessary to install the DER Facilities without incurring any Pre-Existing Environmental Liability.

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

8. UTILITY RESPONSIBILITIES

- a. Utility and/or its contractors or agents will be responsible for the planning, design, procurement, installation, construction, ownership, maintenance, and operation of DER Facilities and equipment from the DER Receipt Point for the fuel through the DER Point of Service Delivery for the energy outputs consistent with the terms of the Agreement.
- b. Utility shall be responsible for applying for any necessary permits to construct and operate the DER Facilities, however, Applicant shall, unless otherwise agreed to by the Parties, 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.
- c. Utility and/or its contractors or agents shall be responsible for the operation of the DER Facilities and shall perform all maintenance, including regular inspections, on DER Facilities consistent with the manufacturer’s recommendations and regulatory requirements.
- d. Utility and/or its contractors or agents shall be responsible to remove DER Facilities at the end of the term of the Agreement or any extensions thereof, and Applicant shall allow Utility a sufficient amount of time to complete removal of DER Facilities.

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RATES

Utility and Applicant will negotiate a rate based on Applicant's unique circumstances ("Services Fee"). The Services Fee shall be set forth in the Agreement and shall, unless otherwise specified in the Agreement, be billed in monthly installments over the term of the Agreement.

The rate structure shall be designed to recover costs including, but not limited to, depreciation, returns to capital, income taxes, property taxes, Operation and Maintenance (O&M) expense, repair expense, Administrative and General (A&G) expense, Franchise Fees, Uncollectibles, and insurance. Upon early termination of the Distributed Resources Energy Resources Services Agreement other than Utility's default under the Distributed Energy Resources Services Agreement, Utility shall recover from Applicant an amount based on Utility's unrecovered ownership and removal costs and any early-termination provisions in Utility's subcontracts.

SPECIAL CONDITIONS

1. The definitions of principal or capitalized terms used in this schedule are found either herein, in the Agreement, or in Rule No. 01, Definitions.
2. Service may be denied, suspended or discontinued for nonpayment, unsafe apparatus, or other reasons in accordance with Rule No. 09, Discontinuance of Service.
3. Any disputed bill will be treated in accordance with Rule No. 11, Disputed Bills.
4. As a condition precedent to service under this schedule, a fully executed Agreement generally in the form of the Distributed Energy Resources Agreement is required. All contracts, rates and conditions are subject to revision and modification as a result of Commission order.
5. Utility may file in the public records, including real estate records, such instruments as may be appropriate or desirable (such as UCC financing statements and fixture filings) to put others on notice of Utility's ownership of the DER Facilities.
6. Applicant may request changes to DER Services or DER Facilities as a result of changes to Applicant's requirements at any time during the term of the Agreement, however, Utility has sole discretion whether to make any changes to DER Services or DER Facilities, and Applicant shall be responsible for the full costs related to the resulting changes in DER Services or DER Facilities.

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(Continued)

DEFINITIONS

1. AGREEMENT. Distributed Energy Resources Agreement between Applicant and Utility describing DER Services to be provided to Applicant and DER 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. CREDITWORTHINESS REQUIREMENTS. Applicant shall provide adequate assurance acceptable to Utility to establish Applicant's creditworthiness according to the amount to establish credit contained herein. Such adequate assurance may 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 DER Services may be the full cost of the DER Services consisting of the summation of the monthly service fees for the duration of the term of the Agreement.

Applicant 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 Applicant's service request and any other available information, to determine Applicant's credit limit. If unsecured credit is granted based on the financial strength of a parental corporation, a parental guaranty will be required.

A guaranty in form, substance and in an amount reasonably acceptable to Utility may be provided by Applicant from Applicant's parent company or some other guarantor acceptable to Utility. Any guarantor must submit to a creditworthiness evaluation and provide necessary financial and other information as requested by Utility. Utility will provide acceptable guaranty forms and any amendments thereto and will allow reasonable modifications to the guaranty forms.

To assure the continued validity of an established credit facility with Utility, upon Utility's request, Applicant shall be required to furnish Utility with financial and other relevant information reasonably satisfactory to Utility during the term of the Agreement. In the event that Utility determines that a financial change has affected, or could adversely affect the creditworthiness of Applicant, or if Applicant does not provide the requested financial information, Utility may elect to terminate the Agreement. Utility shall provide written notice to Applicant with a commercially reasonable cure time not to be less than three (3) business days prior to termination.

In the event that Utility determines that Applicant qualifies for unsecured credit, security may be required at a future date if Utility reasonably determines that a material change has occurred, or becomes aware of a material change in Applicant's financial position.

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