

Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

Sheet 1

APPLICABILITY

Applicable to Biogas Producers requesting biogas conditioning/upgrading services located on or adjacent to the Premises. Biogas Conditioning/Upgrading (BCUS) Services under this Schedule is conditioned upon arrangements mutually satisfactory to the Biogas Producer and the Utility for design, location, construction, and operation of required BC Facilities.

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

TERRITORY

Applicable throughout Utility's service territory.

GENERAL

1. **BIOGAS PRODUCER REQUIREMENTS.** Biogas Producer shall provide Utility with gas quantity and quality specifications of Untreated Biogas that would be subject to conditioning/upgrading to Treated Biogas and any other Biogas Producer requirements for Utility to determine through a Feasibility Analysis the appropriate level of BC Services required. Biogas Producer must be able to make all necessary contractual representations and warranties including those on gas quality and throughput.
2. **DESIGN.** Utility will be responsible for planning, designing, procuring, installing, constructing, and engineering the BC Facilities using the Utility's specifications for design, materials, and construction.
3. **OWNERSHIP.** BC Facilities installed under the provisions of this Schedule shall be owned, operated, and maintained by Utility and/or its contractors or agents. Biogas Producer shall own, operate, and maintain any and all equipment and facilities upstream of the BCUS Receipt Point for the Untreated Biogas and downstream of the BCUS Point of Service Delivery for the Treated Biogas, or have the legal rights to and ownership of Untreated Biogas and the full power and authority to perform all obligations under the Agreement related to the Premises.
4. **PLACEMENT OF BC FACILITIES AND RIGHTS-OF-WAY.** Biogas Producer shall provide an appropriate location and Protective Structures for the safe and secure placement and operation of BC Facilities as required by Utility. Biogas Producer shall provide rights-of-way, leases and/or easements as required by Utility, for Utility to install, operate and maintain BC Facilities on Premises to serve the Biogas Producer.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 4744
DECISION NO.

ISSUED BY
Lee Schavrien
Senior Vice President

(TO BE INSERTED BY CAL. PUC)
DATE FILED Jan 22, 2015
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Schedule No. GO-BCUS
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(Continued)

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 BC 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 BC 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 BC Facilities and any other of Utility's facilities; and
 - d. Removal of any and all of BC Facilities or any other of Utility and/or its contractors or agents' 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 and natural gas service and all electric and natural gas bills and electric and natural gas costs, including electricity and natural gas to run BC Facilities, during construction and operating periods and all other required utility services.
 - b. Biogas Producer or Biogas Producer's designee 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.

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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

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(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 and/or its contractors or agents will be responsible for the planning, design, procurement, installation, construction, ownership, maintenance, and operation of BC Facilities and equipment from the BCUS Receipt Point for the Untreated Biogas through the BCUS Point of Service Delivery 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.

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(Continued)

GENERAL (Continued)

8. UTILITY RESPONSIBILITIES (Continued)

- c. Utility and/or its contractors or agents shall be responsible for the operation of the BC Facilities and shall perform all preventative maintenance, including regular inspections, on BC Facilities consistent with the manufacturer's recommendations and regulatory requirements.
- d. Utility and/or its contractors or agents shall be responsible to remove BC Facilities at the end of the term of the Agreement or any extensions thereof, and Biogas Producer shall allow Utility a sufficient amount of time to complete removal of BC Facilities.

RATES

Utility and Biogas Producer will negotiate a rate based on the Biogas Producer's unique circumstances ("Services Fee"). The Services Fee shall be fully compensatory and cost-based using a cost-of-service formulation. The formulation will employ full overhead loaders and indirect charges using a capital charge rate no lower than the utility authorized weighted average cost of capital to ensure that the Services Fee is fully compensatory. The Services Fee shall be set forth in the Agreement and shall, unless otherwise specified in the Agreement, be billed in equal monthly installments over the term of the Agreement.

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. 1, Definitions.
2. Service may be denied, suspended or discontinued for nonpayment, unsafe apparatus, or other reasons in accordance with Rule No. 9, 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 Biogas Conditioning and Upgrading Services 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 BC Facilities.

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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.
7. Utility disclaims any liability related to the quality of the conditioned biogas. Should any assessed liability occur, Utility's ratepayers will not bear the cost of such liability. The commercial obligations of Utility to the Biogas Producer regarding performance of the BC Services will be as specified in the Agreement.
8. This schedule will remain open to new customers ten years from the issuance date of the Commission's decision, unless this date is extended by order of the Commission. Service Agreements executed within this timeframe may remain in effect for the duration of their terms.

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

(Continued)

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ADVICE LETTER NO. 4744
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Schedule No. GO-BCUS
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(Continued)

DEFINITIONS (Continued)

- 5. BCUS RECEIPT POINT. Physical point(s) of delivery to the Utility upstream of BC Facilities. Each BCUS Point of Receipt shall be clearly marked or tagged physically and identified in the Agreement.
- 6 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 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 BC Services may be up to 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.

A guaranty in form, substance and in an amount reasonably acceptable to Utility may be provided by Biogas Producer from Biogas Producer’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, Biogas Producer shall be required to furnish Utility with financial and other relevant information 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 Biogas Producer, or if Biogas Producer does not provide the requested financial information, Utility may terminate the Agreement. Utility shall provide written notice to Biogas Producer 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 Biogas Producer qualifies for unsecured credit, security may be required at a future date if Utility determines that a material change has occurred, or becomes aware of a material change in Biogas Producer’s financial position, or if the provisions of this Rule are changed.

(Continued)

(TO BE INSERTED BY UTILITY)
ADVICE LETTER NO. 5284
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ISSUED BY
Dan Skopec
Vice President
Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
SUBMITTED Apr 25, 2018
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Schedule No. GO-BCUS
BIOGAS CONDITIONING/UPGRADING SERVICES

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(Continued)

DEFINITIONS (Continued)

6. CREDITWORTHINESS REQUIREMENTS (Continued)

Biogas Producer may submit a security deposit in lieu of the creditworthiness evaluation to qualify for BC Services. The security deposit is due at Agreement execution and will secure Biogas Producer's obligations during both the construction period and the service period. The security deposit may be in the form of (a) cash or (b) an irrevocable and automatic annually renewing standby letter of credit in form, substance and amount reasonably acceptable to Utility and issued by a major financial institution within the United States, acceptable to Utility.

Biogas Producer may be required to reestablish credit if in the reasonable determination of Utility, the conditions under which credit was originally established have changed, or if in the opinion of Utility a condition of high risk exists.

In the event Utility determines that a financial change has or could adversely affect the creditworthiness of Biogas Producer, or if Biogas Producer does not provide the requested financial information, Utility may terminate Biogas Producer's participation in the program with the sum of the remaining payments due immediately.

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.

Notwithstanding anything to the contrary set forth in this Schedule, upon the mutual agreement of Utility and Customer, such parties may modify the Creditworthiness Requirements of this Section 6 and reflect such modified requirements in the Agreement.

7. 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.

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

(Continued)

(TO BE INSERTED BY UTILITY)
 ADVICE LETTER NO. 5284
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ISSUED BY
Dan Skopec
 Vice President
 Regulatory Affairs

(TO BE INSERTED BY CAL. PUC)
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