



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 10, 2020

\* = Mandatory, information must be provided

or Procurement Director Award ☐

**\*Contractor/Vendor Name/Grantor (DBA):**

Southwest Gas Corporation

**\*Project Title/Description:**

Renewable Natural Gas (RNG) Interconnection Operating Agreement

**\*Purpose:**

The Board of Supervisors previously funded a project to allow the Regional Wastewater Reclamation Department (RWRD) to produce and market RNG at RWRD's Tres Rios Water Reclamation Facility (CT-WW-20-463). RWRD will produce the gas from biosolids and Southwest Gas Corporation will transport the gas to users. This Agreement details the quality standards of acceptable gas and defines pressures and other physical characteristics of the RNG. It further establishes the responsibilities of each Party to generate and distribute the gas from Tres Rios to the ultimate end user.

This is the second Agreement between the Parties regarding this topic.

**\*Procurement Method:**

This contract is a non-Procurement contract and not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

Southwest Gas Corporation and RWRD are partnering in a new venture to capture, refine and distribute Renewable Natural Gas produced from the treatment of biosolids at the Tres Rios Water Treatment Facility. This Agreement defines the responsibilities of the Parties for the generation, cleansing and transportation of the natural gas.

**\*Public Benefit:**

The RNG will be marketed under the auspices of the Clean Air Act and the Environmental Protection Agency as a low carbon source of transportation fuel thus reducing greenhouse gases, air pollution and lessening dependence on petroleum fossil fuels. The sale of RNG and associated carbon credits provides a new revenue stream to RWRD, allowing the Department to avoid or reduce increases in Wastewater Fees.

**\*Metrics Available to Measure Performance:**

RWRD will track the volume of RNG produced and the revenue generated by the sale of the gas and its environmental attributes.

**\*Retroactive:**

No

TO: CAB 10-28-2020 (1)  
Vers.: 1  
Pgs.: 28

Procure Dept 10/28/20 PM12:25

**Contract / Award Information**

Document Type: CT Department Code: WW Contract Number (i.e., 15-123): 21-147  
Commencement Date: 11/10/2020 Termination Date: 11/09/2040 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$\* 0.00 ☐ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: RWRD Operating Fund

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Jeff Prevatt, Deputy Director

Department: Regional Wastewater Reclamation Department Telephone: 724-6060

Department Director Signature/Date: [Signature] 10/22/2020

Deputy County Administrator Signature/Date: [Signature] 10/27/2020

County Administrator Signature/Date: C. K. [Signature] 10/28/2020  
(Required for Board Agenda/Addendum Items)

**SOUTHWEST GAS CORPORATION**

**RENEWABLE NATURAL GAS  
INTERCONNECTION OPERATING AGREEMENT #36075**

This **Interconnection Operating Agreement** (this "Agreement") is made and entered into this \_\_\_\_ day of **<Month, Year>**, between SOUTHWEST GAS CORPORATION, a California corporation ("Utility"), and PIMA COUNTY, a body politic and corporate of the State of Arizona ("Pima County" or "Supplier"). Utility and Supplier are also referred to herein individually as a "Party" and collectively as the "Parties."

**WHEREAS**, subject to the receipt of any necessary regulatory approvals, Utility and Supplier desire to establish an interconnection between their respective facilities to effectuate receipts and deliveries of renewable natural gas ("RNG") (the "Interconnect"), to be located adjacent to the Supplier's RNG delivery point at the Tres Rios Water Reclamation Facility ("WRF") with an address of 7101 North Casa Grande Highway in Tucson, Arizona;

**WHEREAS**, the Parties established the terms for constructing the initial Utility Facilities and for any future modifications of the Utility Facilities through a separate, related RNG Interconnection Construction Agreement (the "Construction Agreement") for the purpose of Utility's receipt of RNG into its facilities from the Interconnect. These initial Utility Facilities in the Construction Agreement are referred to as the "Incremental Natural Gas Facilities"; and for the purposes of this Agreement will include any future modifications, if any, made to the initial Utility Facilities;

**WHEREAS**, the Construction Agreement refers to Pima County as "Customer," and Rate Schedule G-65 of the Utility's Arizona Gas Tariff refers to suppliers of Biogas and suppliers of RNG as "Applicant[s]"; for the purpose of this Agreement Pima County shall be referred to as "Supplier;" and

**WHEREAS**, the Parties desire to set forth herein their respective rights and obligations with respect to the Incremental Natural Gas Facilities and ownership, operation, and maintenance of the Interconnect and related facilities as provided in this Agreement and the Construction Agreement.

**NOW, THEREFORE**, in consideration of the premises, mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**Article I**

**Interconnect Facilities**

1.01 **Facilities Constructed by Utility.** The related Construction Agreement and the attached Exhibit A to this Agreement describe and schematically depict the Facilities proposed to be designed, procured, constructed, owned, installed, maintained, and operated by Utility at and downstream of the Interconnect Site (hereinafter referred to as the "Utility Facilities"). The actual facilities installed may change due to field conditions, Supplier request, modifications or upgrades installed under the related Construction Agreement, or other factors.

1.02 **Facilities Constructed by Supplier.** Supplier will design, procure, construct, own, install, maintain, and operate, at its sole cost and expense, the equipment set forth in Exhibit B at and upstream of the Interconnect Site and schematically depicted in Exhibit A (hereinafter referred to as the "Supplier Interconnection Facilities").

1.03 **Facilities Design and Construction.** All facilities which are the subject of this Agreement will be designed, procured, constructed, and installed in accordance with (a) all valid and applicable laws, regulations, codes, rules, ordinances, and directives of all applicable federal, state, local and tribal authorities, if any, having jurisdiction over such facilities including for example, without limitation, the provisions of Title 49 of the Code of Federal Regulations, Part 192, commonly referred to as the "Pipeline Safety Regulations" ("Governmental Authorizations"); (b) the Environmental Laws (as defined in Section 3.12); (c) the Utility's specifications ("Specifications") as applicable; (d) all Pima County noise and odor

ordinances; and (e) the gas quality specifications set forth in Exhibit D for intrastate transportation of the RNG, or the gas quality specifications as set forth in this Agreement for the interstate transportation of the RNG, whichever is applicable. Utility reserves the right to require that Supplier provide certified copies of its facilities plans, including any Modification Plans as defined herein, that are approved and stamped by an appropriately licensed professional engineer for Utility's review and approval. If requested by Utility, within thirty (30) days of completion, Supplier will submit a certificate of completion in the form attached as Exhibit F; certifying that Supplier has constructed its facilities in compliance with this Agreement and all applicable requirements.

1.04 **Inspection of Interconnection Facilities.** Either Party has the right, at its own cost, risk, and expense, to have its representatives present, for the purpose of observing whether the Utility Facilities and Supplier Interconnection Facilities satisfy the installing Party's obligations under this Agreement in accordance with the Governmental Authorizations, Environmental Laws, Specifications, and Utility's Tariff as defined below, during the installation of all installing Party's facilities subject to this Agreement. Such observation or inspection is not to be interpreted or construed as any certification or evidence that the installing Party has complied with all applicable Governmental Authorizations, Environmental Laws, Specifications, and the requirements of Utility's Tariff. The installing Party will notify the other Party when it believes the subject facilities are ready for service. The observing Party will promptly notify the installing Party of any non-compliance issues observed and the Parties will meet to resolve those issues prior to Utility activating the Interconnect and commencing gas flows. The requirements of this Article apply to any material modifications to Utility Facilities, or Supplier Interconnection Facilities downstream of compressor and upstream of flare return regulation at the Interconnect Site, made subsequent to initial activation of the Interconnect.

1.05 **Interconnect Site.** Pursuant to the related Construction Agreement, Supplier will provide site and access rights acceptable to the Utility, at Supplier's sole cost and expense, immediately adjacent to Utility's right-of-way upon which the Interconnect and Tap Assembly will be located ("Interconnect Site"). Supplier's provision of the Interconnect Site will be in accordance with the Governmental Authorizations, Environmental Laws, and Specifications. Supplier will perform, as required by Utility, the necessary site preparations, maintenance, and improvements, including installation of power to the Utility. Supplier will be responsible for ongoing costs associated with such power to the utility at the Interconnect Site. If necessary during an outage, Utility will have the right to supply power to the Interconnect Site. Utility shall have the right to assume or substitute such utility power account to ensure such services shall not be interrupted to the Interconnect Site. Pursuant to the related Construction Agreement, Supplier will secure, directly or with the assistance of a third party, the rights-of-way, easements, licenses, permits, and related surface and subsurface rights, including the rights of ingress and egress, required for Utility's and Supplier's personnel, contractors, representatives, permittees, and invitees to perform their respective obligations under this Agreement ("Easements"). Supplier will provide Utility an opportunity to review and modify such Easements prior to Supplier's execution of same to ensure Utility's rights and abilities to fulfill its obligation(s) under this Agreement. Supplier will be responsible for all costs, if any, associated with the acquisition of such Easements.

1.06 **Facility Access.** For the duration of this Agreement, Utility is hereby given a nonrevocable right and license to use the access road to the Utility Facilities in accordance with the Easement Rights defined in the Construction Agreement. Such license is limited to uses proper and necessary to accomplish the intent of this Agreement. Failure of Supplier to adequately maintain, in Utility's sole judgment, said access road may result in Utility shutting-in the Interconnect in accordance with this Agreement. With notice of at least two business days, either Party or its designee has the right, but not the obligation, to access the other Party's Interconnect-related facilities at reasonable times, while accompanied by the Party owning the facilities, to verify that such facilities are being operated, maintained, inspected, and tested in accordance with this Agreement.

1.07 **Security.** Each Party is solely responsible for the security of their respective facilities contemplated under this Agreement and will provide, own, operate, and maintain all electronic surveillance and security equipment, suitable fences, gates, locks, and all other systems it deems necessary to protect

its assets. Each Party must ensure that any enclosure around the Interconnect Site and/or the Interconnect is properly locked and secured before leaving the premises.

1.08 **Construction on or Near Utility's or Supplier's Facilities.** Except in emergency circumstances and routine inspection activities, Supplier will provide Utility at least two business days' prior notice, in accordance with the Notice requirements of this Agreement, and all rules, regulations, and statutes governing the protection of subsurface structures and underground utility facilities, before performing any work within the Utility's easements and pipeline rights-of-way. Supplier will not hinder or impede Utility's easement rights or rights-of-way without Utility's prior written consent. Utility may have its representatives present, at Supplier's sole cost and expense, during any work performed by Supplier near Utility's facilities. Following installation of Supplier Interconnection Facilities or any modifications or upgrades, Utility will perform the activities necessary to connect the Supplier Interconnection Facilities to the Utility Facilities, including the installation of the cathodic protection isolation kit(s). Utility Facilities will be insulated from Supplier's Interconnection Facilities using insulating sleeves installed by the Utility.

Except in emergency circumstances and routine inspection and maintenance activities, Utility must provide at least two business days' notice prior to (a) performing any work requiring excavation for Utility's facilities located on Supplier property in Utility's pipeline right-of-way or (b) performing any work on Utility Facilities that has the potential to negatively affect the operation of Supplier's gas-cleaning facility.

1.09 **Damage Notification.** If any damage occurs to Utility Facilities or to Supplier Interconnection Facilities, or if situations arise creating a reasonable likelihood that damage will occur to such facilities, the Party causing the damage, identifying the damage, or identifying a potentially damaging situation will immediately inform the other Party; and, if the other Party determines it necessary, all further gas production or transportation activity must cease until the damage is repaired and/or the situation is remedied. The Party responsible, either directly or indirectly, for causing the damage or creating the likelihood of damage, including, without limitation, damage or the likelihood of damage caused by a third party acting on behalf of the Party, will be responsible for the costs of repairing the damage and/or remedying the situation.

1.10 **Commencement of Construction, Commissioning, and Start-Up.** Upon (a) Utility's procuring all necessary contractor agreements and required materials; and (b) the Parties' receipt of all necessary Governmental Authorizations, Utility will commence installation of the Utility Facilities. The Parties will use commercially reasonable efforts to have their respective facilities available for service without undue delay following satisfaction of the preceding conditions. Utility and Supplier will coordinate all operations associated with commissioning the Interconnect including, but not limited to, purging and activating the Interconnect. No gas will be delivered through the Interconnect by either Party until (a) all necessary Governmental Authorizations have been received and accepted; (b) the required facilities have been constructed, tested, and approved by both Parties; (c) the Parties are in compliance with the terms and conditions of this Agreement; and (d) Utility has reviewed and accepted a complete gas analysis (per Article V below) performed by a mutually approved certified laboratory. These requirements apply equally to any future modifications or changes to the Interconnect.

## **Article II**

### **Facilities Reimbursement**

2.01 **Facilities Reimbursement.** In the event that Utility is required to upgrade its system or modify its Interconnect Facilities to accommodate increases, or substantial decreases on a sustained basis, in Supplier's gas flows from the gas flows contemplated in the Construction Agreement and in Section 3.15 below, Supplier will be responsible for all costs and expenses incurred by Utility for such required upgrade(s) or modifications pursuant to the applicable terms of the Construction Agreement and the Utility tariffs then in effect.

**Article III**  
**Interconnect Ownership, Operations and Maintenance**

3.01 **Ownership and Operation of Facilities.** Exhibit A graphically depicts the demarcation of the Parties' ownership of equipment at the Interconnection Point, as defined in Section 3.08 below, under this Agreement and Exhibit B summarizes the Parties' responsibilities under this Agreement and the related Construction Agreement. Both exhibits are attached hereto and incorporated herein by this reference for all purposes. The Utility Facilities are owned by and titled to the Utility. The Supplier Interconnection Facilities are owned by and titled to the Supplier. The Parties understand and agree that, subsequent to the installation of the Utility Facilities and Supplier Interconnection Facilities, Utility will operate and maintain the Utility Facilities at Utility's sole cost and expense, while Supplier will operate and maintain the Supplier Interconnection Facilities at Supplier's sole cost and expense.

3.02 **Operation of the Interconnect.** Supplier will operate and maintain the Supplier Interconnection Facilities for all purposes including, without limitation, compliance with all applicable Governmental Authorizations. Utility will perform Measurement Services at the Interconnect as specifically provided for in Article IV below. Supplier will notify Utility if it is going to perform any maintenance activities that could affect accurate measurement or gas quality at the Interconnect.

3.03 **Modifications to the Interconnect.** After the initial start-up of the Interconnect, if the Supplier intends to modify or replace any of the Supplier Interconnection Facilities, other than replacement of routine maintenance items, Supplier will provide Utility with a modification plan or a replacement plan or both ("Modification Plan") prior to making such modifications or replacements so Utility can prevent negative impacts or effects on Utility Facilities or distribution system. Within fifteen (15) business days following Supplier's submission of a Modification Plan, including any resubmission(s), Utility may deliver written notice to Supplier with any of Utility's reasonable objections or concerns relative to the Modification Plan (e.g., non-conformity with Governmental Authorizations, Environmental Laws, Specifications and/or Utility Tariff requirements) prior to Supplier's implementation of the Modification Plan. Failure of Supplier to provide such notices and plans to Utility for Utility's review may result in Utility shutting-in the Interconnect in accordance with this Agreement. Gas delivered through the interconnect prior to, during or after work performed in the Modification Plan must be in conformance to Article V.

3.04 **Operation and Maintenance of Supplier's Interconnect Facilities.** All gas delivered to the Utility must be processed to acceptable standards prior to receipt at the Utility Facilities as established in Article V below. Utility has the right to reasonably request its representatives' presence to observe the inspection and maintenance of Supplier's processing equipment ("Processing Equipment") or other Interconnect Facilities installed and operated by Supplier. Supplier will make every effort to provide Utility not less than five (5) business days' prior notice of the time and date of quarterly inspections and maintenance of Supplier's Processing Equipment or other Interconnect Facilities. (a) If the Processing Equipment is bypassed without prior notification to Utility representatives, then Utility, on the basis of an evaluation of available data and under terms of its Utility Tariff (as defined below), may refuse to accept gas tendered by Supplier during the period that the Processing Equipment is bypassed. (b) If there is evidence of objectionable substances in the gas delivered to Utility by Supplier, including any accumulation of objectionable substances on or in Utility's metering equipment, determined via either visual inspection or other diagnostic methods, then in the Utility's sole discretion Utility may shut-in the Interconnect until such time as Utility determines that Supplier has taken sufficient measures to ensure that gas delivered via the Interconnect will be free of objectionable substances. Supplier will be responsible for the costs incurred for cleaning of Utility Facilities as a result of contamination by the gas deliveries containing such contaminants or objectionable substances and all other costs incurred to ensure that the gas delivered via the Interconnect is free of objectionable substances. (c) If Supplier is performing maintenance on Processing Equipment or other Interconnect Facilities that affects gas quality, Supplier must notify Utility, permit Utility to observe such maintenance activities downstream of product compressor, allow Utility to confirm that gas quality following the maintenance activities meets the requirements set forth in this Agreement and the Utility Tariff. If requested following such maintenance activities, Supplier will provide Utility with written confirmation that the gas supplies meet the gas quality requirements set forth in this Agreement and applicable Utility Tariff.

3.05 **Over Pressure Protection (OPP).** The Utility Facilities and Supplier Interconnection Points will be designed to receive gas from Supplier at a maximum allowable operating pressure (MAOP) of 720 psig, regardless of the actual operating pressures maintained by the Parties in their respective facilities. Utility will own, operate and maintain any pressure control regulation equipment required by Utility to receive the gas into its facilities.

3.06 **Cathodic Protection.** Each Party will be fully responsible for the operation and maintenance of cathodic protection devices on their respective facilities. The Parties will cooperate to resolve any issues relative to cathodic protection.

3.07 **Grounding Systems.** Each Party will be fully responsible for the operation and maintenance of grounding systems on their respective facilities. The Parties will cooperate to resolve any issues relative to grounding issues.

3.08 **Control and Possession.** Subject to the terms of Utility's Arizona Gas Tariff, as approved by the Arizona Corporation Commission ("ACC") and as amended or superseded from time-to-time, for intrastate transportation or purchases pursuant to the ACC's jurisdiction, or Utility's Statement of Operating Conditions ("SOC") as approved by the Federal Energy Regulatory Commission ("FERC") and as amended or superseded from time-to-time, for interstate transportation pursuant to 18 C.F.R. § 284.24, as applicable ("Utility's Tariff"), as between Utility and Supplier: (a) Supplier shall be in control and possession of the gas on Supplier's side of the Interconnection Point; and (b) Utility shall be in control and possession of the gas once on Utility's side of the Interconnection Point. Custody and control of the gas will pass from Supplier to Utility when said gas passes through the outlet flange of the Supplier Interconnection Facilities at the connection with the Utility Facilities ("Interconnection Point"). Gas not meeting Utility's gas quality standards will be returned to the Supplier via return pipeline facilities ("Utility Return Facilities"); custody and control of the return gas will pass from Utility to Supplier when said gas passes through the outlet flange of the Utility Return Facilities at the connection with the Supplier Interconnection Facilities ("Return Interconnection Point").

3.09 **Permits.** Each Party, at Supplier's sole cost and expense, is responsible for obtaining any and all permits, licenses, and Governmental Authorizations necessary to construct, install, operate, and maintain such Party's Interconnection facilities.

3.10 **Modifications, Repairs and Service Outages.** Each Party will advise the other Party before taking the Interconnect out of service for modifications or repairs as soon as reasonably practical and in a manner consistent with Section 6.05 of this Agreement. In the event of an emergency, either Party may immediately commence repairs to its facilities and provide notice to the other Party as soon as reasonably practicable thereafter. Utility retains the unilateral right to change the operations of its facilities and/or upgrade its system provided such changes or upgrades do not substantially negatively affect Supplier's delivery system. Such operational changes may require the adjustment and/or addition of equipment and facilities by Supplier to maintain delivery of gas volumes. The cost of any adjustment and/or addition of equipment and facilities by Supplier resulting from such unilateral operational change by Utility shall be borne by Utility unless the operational change is the result of a regulatory or safety requirements. The Supplier agrees to accommodate the Utility's need for additional easements, if necessary, for the continued operation and modification of Utility Facilities as required in the future.

3.11 **Safety and Health.** Each Party must 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, security, operations, work place conduct, and drug and alcohol prohibition policies, practices and procedures, consistent with those customary in the natural gas industry and those established by any governmental authority with jurisdiction, plus those policies, practices and procedures communicated to the Party while accessing the other Party's facilities, establishing minimum rules and standards to be followed while working on or near the Interconnect. Upon request, and subject to appropriate confidentiality, each Party will provide copies of such policies, practices, and procedures to the other Party for its review.

3.12 **Environmental Responsibility.** Each Party covenants and represents that no "hazardous substance" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act ("CERCLA"), petroleum or petroleum products, "asbestos-containing material" as that term is defined in 40 CFR Part 61 Subpart M, polychlorinated biphenyls ("PCBs"), "solid waste" as that term is defined in the Federal Resource Conservation Recovery Act ("RCRA") or other toxic, hazardous, or deleterious substance (individually or collectively referred to herein as an "Environmentally Deleterious Substance"), is currently at, or will be leaked, spilled, deposited, conveyed through the Interconnect or otherwise released by either Party on, at, or adjacent to the other Party's property, including Utility's Easement. If any Environmentally Deleterious Substance is released or discovered on, at, through or adjacent to said property or the Interconnect, each Party must immediately notify the other Party of the discovery and existence of said Environmentally Deleterious Substance. In the event of either Party's breach of the covenants and representations contained in this Section, the full responsibility for the handling, investigation, remediation, treatment, storage or disposal of any such Environmentally Deleterious Substance, including the management and handling of such materials in compliance with all federal, state, or local laws, rules, regulations pertaining to the protection of the environment ("Environmental Laws"), shall remain with the breaching Party. This Section shall survive the termination of this Agreement.

3.13 **Failure to Perform.** If either Party fails to perform or comply with any of its obligations under this Agreement, the other Party will notify the non-performing Party of such failure. The non-performing Party shall take all reasonable actions necessary to remedy such failure within thirty (30) calendar days following notice regarding such breaches capable of cure. Utility, in its sole judgment, has the right to perform whatever actions are necessary to cease gas flow through the Interconnect without first providing Supplier with advance notice and an opportunity to cure if (a) equipment is not operating properly, (b) an overpressure condition exists, (c) design limitations are exceeded, (d) safe operating conditions are compromised, (e) public health and safety could be compromised, (f) gas quality does not conform with Utility's Tariff and the then-current version of Utility's biomethane verification and monitoring program, including, but not limited to, the biomethane gas testing procedure set forth in Exhibit C, and the gas quality specifications set forth in Exhibit D for intrastate transportation; and the biomethane gas testing procedures and gas quality specifications for the interstate transportation of the RNG if applicable (collectively, the "Biomethane Verification Program"); or (g) in the event of a material breach of this Agreement that is not cured within the specified period. Utility will provide Supplier with the most current biomethane gas testing procedures and gas quality specifications in effect for the interstate transportation of the RNG and will provide Supplier with modified versions of such specifications when Utility is provided notice of such changes by the interstate service provider. Supplier may contact Utility to request the most current biomethane gas testing procedures and gas quality specifications in effect for the interstate transportation of the RNG. Supplier acknowledges and agrees that the Utility's overpressure protection and gas quality systems may be designed to shut-in gas flows without prior notice to Supplier, if Utility's pressure and/or gas quality specifications (as defined in Article V below) are exceeded, as detailed herein. Supplier further acknowledges that Utility's pressure and gas quality systems may require manual intervention before gas flow resumes. Utility may keep the Interconnect shut-in until Supplier makes the necessary provisions to rectify the situation.

3.14 **Representations and Warranties.** Each Party represents and warrants that its operations pursuant to this Agreement shall comply with and be in accordance with the following requirements, specifications and conditions: (a) all Governmental Authorizations; (b) the Environmental Laws; (c) all Specifications; and (d) this Agreement, and applicable Utility Tariffs and rules, and the then current version of the Biomethane Verification Program as described in Section 3.13.

3.15 **Flow Obligations.** In the event that the amount of gas flowing through the Interconnect is less than the facility's minimum design requirement for accuracy of 4,100 cfh, or more than the facility's maximum capacity of 39,000 cfh, for accurate measurement (per Section 4.02), Utility may shut-in the Interconnect in accordance with this Agreement until (a) Supplier has increased or decreased, as applicable, flows through the Interconnect and/or (b) Supplier, at its sole expense, has taken Corrective Actions (as defined below) that restore measurement accuracy to the extent reasonably required by Utility.



**Article IV**  
**Measurement**

4.01 **Measurement Services.** The measurement services ("Measurement Services") to be performed by Utility hereunder at the Interconnect will consist of volume and energy calculations, calibration of transmitter(s), and measurement recording instrumentation consistent with the terms of Utility's Tariff, including the following:

- (a) Utility will operate its electronic gas measurement ("EGM") equipment ("EGM Equipment"), as defined and set forth in Exhibit A, within its Utility Easements at the Interconnect Site to obtain official measurement data for gas quantities delivered through the Interconnect. Such operations will consist of volume calculations, heating value determination (in British thermal units), billing, accounting, and allocation of measured volumes.
- (b) Utility will test and calibrate the EGM Equipment at the Interconnect Site in accordance with (a) Utility's Tariff; and (b) Utility's measurement policies and procedures. Utility will use commercially reasonable efforts to provide Supplier prior notice of the time and date of all tests and calibrations of the EGM Equipment reasonably sufficient to permit Supplier at its sole cost and expense to have its own representative present during any such test or calibration. Utility will provide Supplier with the results of the test and calibration using applicable Utility forms. Unless otherwise specified in Utility's Tariff, if Supplier requests additional tests, and if the EGM Equipment is not found to be in error by more than plus or minus three (3.0%) percent, then Supplier will pay all costs associated with the additional tests.
- (c) Subject to Section 3.02 of this Agreement, Utility will repair and replace transmitters at the Interconnect, as necessary.
- (d) Utility will open and close the Interconnect and meter tube isolation valves as required in order to perform Measurement Services.
- (e) Utility may obtain a sample of gas flowing through the Interconnect on a periodic basis, as required in Utility's sole discretion, in order to determine heating value, specific gravity, and gas quality.
- (f) Utility will utilize appropriate measures and means to monitor the operations and accuracy of the metering equipment. Supplier will be responsible for the costs of cleaning the EGM Equipment when Utility's analysis indicates cleaning is warranted due to contamination from Supplier's gas. Any such cleaning will be performed by Utility at Supplier's sole cost and expense.
- (g) Supplier must ensure that compression does not adversely affect or impair the accuracy of Utility EGM Equipment at the Interconnect. Supplier will eliminate compressor-induced pulsation or vibration before gas is delivered at the Interconnect. The Utility is not required to accept delivery of Supplier's gas if compressor-induced pulsation or vibration exists.

4.02 **Measurement Accuracy.** Based on Utility's design pressure requirements, the EGM will be designed to accurately measure flow rates as set forth in Section 3.15 above and the Construction Agreement.

The terms of this Agreement in no way obligate the Utility to operate its facilities at a certain pressure or establish any contractual pressure commitments at the Interconnect, or both. If Utility determines that the EGM is registering inaccurately due to factors created by the Supplier's facilities or operations (including, but not limited to, Supplier operating outside the design range of the EGM and/or compressor pulsation), Supplier will, at its sole expense, perform the actions required, in Utility's sole discretion, to restore the accuracy of the EGM including, but not limited to, designing, constructing, and

installing any necessary modifications or improvements to Supplier's facilities ("Corrective Action"). If restoration of EGM accuracy entails designing, constructing, and installing modifications or improvements to the EGM, Utility will perform such modifications or improvements at Supplier's sole cost and expense. If such Corrective Actions fail to restore measurement accuracy, Utility will provide Supplier written notice of the failure to correct the problem and provide Supplier additional opportunities to restore measurement accuracy; provided, however, that if (a) Supplier is not proceeding in good faith to restore the accuracy of the EGM or (b) Utility has repeatedly shut-in the Interconnect due to measurement inaccuracies, then Utility may shut-in the Interconnect in accordance with Section 3.13, without further obligation to the Supplier.

**4.03 Observation of Maintenance and Calibration Activities.** Except in the case of emergencies, both Parties are entitled to be present during the installation, cleaning, changing, repairing, inspecting, testing, calibrating and/or adjusting of the gas measurement facilities. Supplier, in the presence of Utility, will be permitted access to the gas measurement facilities at reasonable times; however, reading, inspecting, calibrating and/or adjusting such facilities will be performed by Utility.

**4.04 Measurement and Records.** Utility shall own, operate, and maintain the EGM Equipment and all related appurtenances and communications equipment installed and associated with the Utility Facilities hereunder. The information generated by Utility's measurement facilities constitutes the official measurement data for gas quantities delivered through the Interconnect. Utility will preserve all records relating to the measurement data for gas quantities delivered through the Interconnect for a period of two (2) years or such longer periods as are required by law, regulation, rule, or order. During such period, Utility will provide Supplier, or its designated representative, access to such records upon reasonable notice during regular business hours.

**4.05 Data Sharing.** Utility (for this Section 4.05, "Utility" or, when applicable "Sharing Party"), in its sole discretion, may provide Supplier (for this Section 4.05, "Supplier", or when applicable "Receiving Party") access to certain measurement data, and Supplier (for this Section 4.05, "Supplier", or when applicable "Sharing Party"), in its sole discretion, may provide Utility (for this Section 4.05, "Utility" or, when applicable "Receiving Party") access to certain gas quality data, for the Interconnect described herein and in Exhibit E – Data Sharing Protocol, subject to the following terms and conditions, which are applicable only to this Section 4.05:

**(a) Installation of Equipment.**

(i) Supplier, at its sole risk, cost, and expense, may install or cause to be installed cables and such other equipment as Utility, in its sole discretion, deems reasonable and necessary for Supplier to obtain access to Utility's electronic measurement data ("Supplier's Equipment"). Supplier's Equipment may be installed only at locations mutually agreed upon by Utility and Supplier. Utility will terminate all cabling in Utility-owned equipment as necessary. Supplier's Equipment will include supply isolation devices acceptable to Utility, which provide surge protection between Utility's and Supplier's facilities.

(ii) Utility, at its sole risk, cost, and expense, may install or cause to be installed a chromatograph, cables and such other equipment as, in its sole discretion, is deemed reasonable and necessary for Utility to obtain access to Supplier's electronic gas quality data ("Utility's Equipment"). Utility's Equipment may be installed only at locations mutually agreed upon by Utility and Supplier. Supplier will terminate all cabling in Supplier-owned equipment as necessary. Utility's Equipment will provide surge protection between Utility's and Supplier's facilities.

**(b) Data Access.**

(i) Supplier, at Utility's discretion, may be provided access to Utility's gas flow computer and/or meter, as applicable, for the purpose of acquiring signals and data. Supplier will have access to such electronic measurement data only in a format established by Utility that will not interfere with the operation of the EGM Equipment or Interconnect. Supplier shall (a) poll only registers

and/or serial ports approved by Utility, (b) have read-only access to the approved registers or serial ports or both, and (c) poll for data at a frequency as determined by Utility. Utility's electronic measurement data is "raw" data without refinement or correction and may be subject to interruption due to maintenance, repair, or other activities by Utility, or due to events of force majeure. The term "force majeure" as employed herein has the same meaning as set forth in Utility's Tariff. Utility will use reasonable efforts to provide accurate and continuous information to Supplier, however, Utility does not warrant the accuracy or availability of the data. Utility has no obligation to advise Supplier of potential interruptions that may prevent Supplier from monitoring data at the EGM Equipment or Interconnect, whether or not resulting from activities performed by Utility. Supplier may use this data solely for Supplier's operational purposes. Utility makes no warranties or representations for the accuracy or fitness of the data for any purpose. The data furnished to Supplier may not be used for the measurement of gas for any gas transportation contracts. Utility is solely responsible for the official measurement data for gas quantities delivered through the Interconnect.

(ii) Supplier will provide Utility with access to Supplier's gas chromatograph and other gas quality analyzers after the treatment system for the purpose of Utility acquiring gas quality data. Utility may access such data in a format mutually agreed upon by Utility and Supplier that will not interfere with the operation of the Interconnect. Utility shall (a) poll only registers and/or serial ports approved by Supplier, (b) have read-only access to the approved registers or serial ports or both, and (c) poll for data at a frequency as determined by Supplier. Supplier's gas quality data is "raw" data without refinement or correction and may be subject to interruption due to maintenance, repair, or other activities by Supplier, or due to events of force majeure. The term "force majeure" as employed herein has the same meaning as set forth in Utility's Tariff. Supplier will use reasonable efforts to provide accurate and continuous information to Utility. Supplier will advise Utility of any potential interruptions that may prevent Utility from monitoring data at the Interconnect, whether or not resulting from activities performed by Supplier. Utility is solely responsible for the official measurement data of the official gas quality data delivered at the Interconnect.

- (c) **Ownership & Operation.** A Receiving Party shall retain title to, own, operate, and maintain the Receiving Party's Equipment and appurtenant connection facilities installed by the Receiving Party. Title to the facilities installed by a Sharing Party shall remain in the Sharing Party's name and said facilities shall be owned, operated and maintained by the Sharing Party.
- (d) **A Sharing Party's Right to Disconnect Equipment.** A Sharing Party reserves the right to disconnect a Receiving Party's Equipment from the Interconnect, without prior notice, if the Receiving Party's Equipment in any way interferes with or adversely affects the Sharing Party's operations including the Sharing Party's ability to perform effective measurement or gas quality assessment as applicable. If it becomes necessary for a Sharing Party to disconnect a Receiving Party's Equipment from the Interconnect, the Sharing Party must (i) notify the Receiving Party of said disconnection prior to or as soon as possible thereafter; and (ii) coordinate with the Receiving Party the reconnection of Receiving Party's Equipment following correction of the problem by Receiving Party to the Sharing Party's satisfaction.
- (e) **Modification or Removal of Equipment or Both.** A Receiving Party may modify and/or remove Receiving Party's Equipment at any time, at Receiving Party's sole risk, cost and expense, after giving reasonable prior notice to the Sharing Party, so long as such modification or removal does not interfere with the Sharing Party's facilities and operations. Notwithstanding any provision in this Agreement to the contrary, if for any reason a Sharing Party constructs new facilities or moves, modifies, removes, sells, assigns, abandons or otherwise disposes of its facilities covered under this Agreement, then the Receiving Party will promptly move, remove or change the installation, operation or maintenance of Receiving Party's Equipment at Receiving Party's sole risk, cost and expense in a manner acceptable to the Sharing Party.

- (f) **Failure to Comply.** If a Sharing Party determines that the Receiving Party has failed to comply with any of the material terms of this Section 4.05, the Sharing Party will provide the Receiving Party with reasonable notice to correct such failure. Absent the Receiving Party's expeditious correction of such failure, the Sharing Party will have the right to: (i) immediately terminate Receiving Party's rights to connect to Sharing Party's equipment or to access data as provided hereunder; and (ii) upon not less than twenty-four (24) hours' notice, remove Receiving Party's Equipment at Receiving Party's sole risk, cost, and expense and without any liability to the Sharing Party; provided, however, nothing herein restricts Sharing Party's rights to take immediate action, as Sharing Party deems necessary, to protect its personnel, its equipment, the public and/or the integrity of its data, which action may include but is not limited to shut down, disconnection, or removal of any of Receiving Party's Equipment.
- (g) **Limitation of Liability.** A Sharing Party is not liable or responsible to the Receiving Party, nor its officers, officials, employees, agents, contractors, subcontractors, or the guest or invitees of any of them for any claims, losses, damages, liabilities, costs, expenses or fines ("Claims"), including Claims for punitive, indirect, exemplary or consequential damages, arising from the use of, or the unavailability of, the electronic measurement or gas quality data, as applicable, made available under this Agreement.

## **Article V**

### **Gas Quality**

5.01 **Gas Quality.** Subject to the other provisions of this Agreement, Utility shall accept gas delivered to it at the Interconnect by Supplier which satisfies the applicable provisions of gas quality specifications and testing requirements set forth in (a) Utility's Tariff and (b) the then-current version of the gas quality specifications included in Utility's Biomethane Verification Program, which shall be made available to Supplier in writing upon written request. Except in emergencies and exigent circumstances, the Parties agree that the Utility's Biomethane Verification Program will not be modified without thirty (30) business days prior notice to the Supplier. Supplier, at Supplier's sole cost and expense, must arrange for the sampling and analysis by an independent certified laboratory of gas delivered via the Interconnect for the presence of the constituents identified in Rate Schedule G-65 (or Utility's SOC if applicable) of Utility's Tariff and in the then-current version of Utility's Biomethane Verification Program in accordance with the biomethane gas testing procedure. The Parties will mutually agree on selection of the laboratory, and the results of the testing must be provided to both the Supplier and the Utility. Utility may, at Utility's cost and expense, have its representatives present during the sampling and analysis of gas delivered via the Interconnect. If the gas delivered to Utility at the Interconnect fails to meet the gas quality specifications, then (i) Utility will provide notice to Supplier of such gas quality issues, (ii) Utility may shut-in the Interconnect in accordance with this Agreement, and (iii) the testing and verification protocol as outlined in the then current version of Utility's Biomethane Verification Program will restart from the beginning of the Verification Period at Supplier's sole cost and expense.

5.02 **Failure to Meet Gas Quality.** If for any reason (a) the Parties are unable to implement an effective corrective action plan for restoring gas quality in accordance with this Article within thirty (30) calendar days; (b) Supplier declines to design, construct, and install at the Interconnection, at its sole cost and expense, any additional facilities that may be necessary in order for the gas delivered at the Interconnect to meet the gas quality specifications and requirements set forth in Utility's Tariff and the then-current version of Utility's Biomethane Verification Program; or (c) Utility has repeatedly shut-in the Interconnect for failure to meet the gas quality specifications and requirements set forth in Utility's Tariff and the then-current version of Utility's Biomethane Verification Program, then Utility in its sole discretion may shut-in the Interconnect and exercise other applicable remedies that may be available under this Agreement.

5.03 **Quality Assurance Valve.** The Utility Facilities will include a quality assurance valve with actuator at the Interconnect to permit automatic shut-in of the Interconnect for certain gas quality event(s) as provided in this Agreement and determined by Utility in its sole discretion and after repeated shut-ins as described in Section 5.02 above.

**Article VI**  
**Miscellaneous**

6.01 **Term and Termination.** Subject to the provisions hereof, this Agreement is effective when fully signed by all Parties and, unless mutually terminated by the Parties earlier, this Agreement shall continue and remain in full force and effect for a primary term of twenty (20) years. This term of this Agreement may be extended for successive one-year periods thereafter unless Supplier provides Utility not less than ninety (90) days prior written notice of Supplier's intention to not renew for such additional annual renewal term and this shall be treated as co-terminus with the expiration or termination of the related Construction Agreement in place between the Parties. In no event may this Agreement be terminated by Supplier during the primary term or for so long as the Construction Agreement is in effect between the Parties. The Parties intend that the provisions of Sections 2.01, 3.11, 3.12, 6.01, 6.06, 6.07, and 6.18 survive the termination of this Agreement. Supplier will remain responsible for all costs, charges and obligations accrued prior to the date of termination and for all remaining obligations due or payable under this Agreement and the associated Construction Agreement, and including but not limited to, any unrecovered obligations, charges, or fees due or payable under the RNG Interconnection Construction Agreement.

6.02 **Disconnection, Removal & Abandonment.** Upon termination of this Agreement, Supplier will be responsible for the proper disconnection of the Supplier Interconnection Facilities at Supplier's sole cost, risk, and expense, and Utility will disconnect and remove its above ground Utility Facilities and any other equipment owned by Utility from the Supplier's property at Utility's sole cost, risk, and expense. Utility may properly abandon in place any below ground facilities. Such removal will be accomplished as quickly as is commercially reasonable and Utility will restore Supplier's property disturbed during removal to reasonably the same condition prior to disturbance.

6.03 **Transportation Services.** Supplier and Utility acknowledge that nothing contained in this Agreement herein shall obligate Utility or its affiliates to purchase gas from or sell gas to Supplier or to provide transportation services to Supplier, at any time, except pursuant to any service agreement as may be executed between the Parties as provided in Utility's Tariff, including but not limited to Rate Schedule G-65 or Utility's SOC. The Parties acknowledge that all deliveries of gas to Utility at the Interconnect are governed by the terms and conditions of Utility's Tariff and its operational procedures thereto, as applicable, including those nominations and scheduling standards established by the North American Energy Standards Board ("NAESB") or such successor entity as such standards are set forth or incorporated by reference in Utility's Tariff.

6.04 **Force Majeure.** If either Party is rendered unable, in whole or in part, by force majeure to carry out its obligations under this Agreement, then such Party must give notice to the other Party setting forth the details of such force majeure event within a reasonable time after it becomes aware of the occurrence of the force majeure and the obligations of such Party, insofar as they are affected by such force majeure, shall be suspended from the commencement of such force majeure through the duration of any inability so caused, provided that the affected Party acts to remedy the event and resume performance with all reasonable dispatch. Any suspension of obligation for reasons of force majeure must be proportional to the effect of such force majeure on the particular obligation from which relief is sought. No force majeure event will relieve Supplier from its obligation to make payments which were due prior to such force majeure. The term "force majeure" as employed herein has the same meaning as set forth in Utility's Tariff.

6.05 **Notices.** Any notice, request, statement, invoice, payment or other communication provided for in this Agreement will be deemed duly given if provided in writing, sent by U.S. Mail, nationally recognized express courier service, e-mail, facsimile or some other mutually acceptable means and addressed to the respective Party at the address stated below or such other address as either Party respectively hereinafter designates in writing from time to time:

**SOUTHWEST GAS CORPORATION**  
**5241 Spring Mountain Road**  
**Las Vegas, NV 89150-0002**

Attention: Manager/Engineering Planning

Telephone: 702-876-7391

Facsimile: 702-873-3820

email: engineeringplanning@swgas.com

With a copy provided to:

Attention: Director/Gas Operations/SAZ  
3401 E Gas Rd, Tucson, AZ 85714

Telephone: 520-794-6066

Facsimile: 520-794-6166

email: todd.didier@swgas.com

**PIMA COUNTY RWRD**  
**201 N. Stone, 8<sup>th</sup> Floor**  
**Tucson, AZ 85701**

Attention: Jackson Jenkins, Director

Telephone: 520-724-6500

Facsimile: 520-724-6384

email: jackson.jenkins@pima.gov

**6.06 Indemnification.**

- (a) To the extent permitted by law, Supplier shall defend, indemnify and hold harmless Utility, its affiliates and their directors, officers, and employees from and against each and every suit, demand or cause of action and any and all liabilities, expenses, liens, losses, claims, damages, costs (including reasonable attorneys' fees) for or based upon (i) any actual or alleged injury to any person (including disease or death); (ii) for any loss or damage to tangible and intangible property; (iii) for any loss of gas, claims, liens, demands, and causes of action related to Supplier's possession of the gas while on the Supplier's side of the Interconnect, pursuant to Section 3.08; and (iv) in any way arising out of, relating to, or incident to Supplier's failure to deliver gas in compliance with the gas quality standards under Article V; all of the foregoing as caused, or alleged to be caused, in whole or in part, by the performance or non-performance of Supplier's obligations under this Agreement; except to the extent such damage, injury, or loss is caused in whole or in part by the negligence or willful misconduct of Utility, to the extent and in proportion that Utility is determined to be liable by a court of competent jurisdiction. Supplier will have the primary duty to defend the lawsuit, claim, and/or demand even if it is groundless, false or fraudulent; and regardless of whether in connection with such lawsuit, claim, and/or demand it is alleged or claimed that the fault or negligence of Utility caused or contributed thereto. However, nothing herein shall be construed to render Supplier liable to defend or indemnify Utility for the sole negligence, intentional acts, or willful misconduct of Utility. Nothing in this provision shall preclude Supplier from bringing a claim or seeking contribution from any party jointly responsible for the damage, injury, loss, or harm.
- (b) For the removal of doubt, the obligations under this Section 6.06(b) are mutual obligations of the Parties. With respect to each Party's obligations under Section 3.02, Operation of the Interconnect; Section 3.09, Permits; Section 3.12, Environmental Responsibility; Section 4.05, Data Sharing; and Section 6.18, Confidentiality, each Party (the "Indemnifying Party") shall, indemnify, defend and hold harmless the other Party (the "Indemnified Party"):
- (i) from any penalties, fines, expenses, costs, or liabilities incurred by the Indemnified Party as the result of a Party's (the "Indemnifying Party") failure to secure the permits, licenses, and

Governmental Authorizations necessary for the Indemnifying Party to construct, install, operate, and maintain its facilities, as required under Section 3.02 and Section 3.09;

- (ii) for any loss, injury, damage to persons or property, or fines, penalties or compliance order issued by any governmental agency pursuant to any Environmental Law relating to the existence of any Environmentally Deleterious Substance on, at, or adjacent to said property or the Interconnect, or conveyed throughout the Interconnect, pursuant to Section 3.12;
  - (iii) for Section 4.05, Data Sharing, for any claims, losses, damages, liabilities, costs, expenses or fines ("Claims"), including Claims for punitive, indirect, exemplary or consequential damages, arising from the Receiving Party's use of, or the unavailability of the electronic measurement data, including gas quality data, made available under this Agreement; and
  - (iv) for Section 6.18, Confidentiality, for all damages, costs and expenses (including court costs and reasonable legal fees) incurred by the Indemnified Party as a result of a failure of the Indemnifying Party to comply with its obligations under Section 6.18. In the event of a breach of the confidentiality requirements in Section 6.18, each Party consents to an injunction being issued against it restraining it from any further breach. The granting of an injunction shall not limit or restrict any other remedy which may be available to a Party in the event of a breach of those obligations.
- (c) This Section 6.06, Indemnification, shall survive the termination of this Agreement.

**6.07 Limitation of Liability.** EXCEPT AS SPECIFICALLY STATED OTHERWISE IN THIS AGREEMENT, THE PARTIES WAIVE ALL PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM ANY BREACH OF, OR ANY ACT OR OMISSION OTHERWISE IN CONNECTION WITH THIS AGREEMENT FOR DIRECT CLAIMS BETWEEN THE PARTIES. THIS SECTION 6.07, LIMITATION OF LIABILITY, IS NOT APPLICABLE TO: COSTS, INCLUDING WITHOUT LIMITATION, COST OF LOST GAS INCURRED AS A RESULT OF DAMAGE OR HARM TO THE INTERCONNECT FACILITIES OR COSTS INCURRED AS A RESULT OF FAILURE TO MEET APPLICABLE GAS QUALITY SPECIFICATIONS, ALL OF WHICH SHALL BE DEEMED DIRECT DAMAGES; THIRD PARTY CLAIMS ASSERTING SUCH PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES; BREACHES OF CONFIDENTIALITY; OR CLAIMS ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

**6.08 Insurance Requirements.** Each Party represents and warrants that it has obtained liability, Workers' Compensation and other insurance or participates in a lawful self-insurance program adequate to satisfy its respective liabilities and obligations under this Agreement. Upon request, each Party will supply proof of such insurance or self-insurance to the other.

**6.09 Governing Law.** The Parties intend that the validity and interpretation of this Agreement be governed by the laws of the State of Arizona without regard to the conflict of law rules of such state and the Parties agree to submit to the personal and subject matter jurisdiction of the courts for Pima County, Arizona for any action brought in court to enforce the provisions of this Agreement. Nothing in this Agreement is intended to waive Utility's obligation to comply with the Arizona Notice of Claim statute, A.R.S. § 12-821.01.

**6.10 Hinshaw Exemption.** Utility is exempt from FERC jurisdiction under the Hinshaw exemption in the Natural Gas Act (15 U.S.C. §717(c)) ("Hinshaw Exemption"). Utility shall not be required to take any action under this Agreement, 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 Supplier in a timely manner should Utility become aware that any action under this Agreement jeopardizes its Hinshaw Exemption. Utility will make a good faith effort to allow Supplier 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 Supplier. Nothing in this Section 6.10, however, is intended to limit Utility's right to terminate this Agreement in accordance with Section 6.01.

6.11 **Joint Efforts.** The Parties stipulate and agree that this Agreement is deemed and considered for all purposes as prepared through the joint effort of the Parties and the Agreement shall not be construed against one Party or the other as a result of the preparation, submittal or other event of negotiation, drafting or execution hereof.

6.12 **Waiver.** A Party's failure to insist upon the performance of any of the terms and conditions set forth in this Agreement, or the waiver of any breach of any of the terms and conditions hereof, shall not be construed or deemed to be a waiver of any succeeding breach thereof, whether of like or different character or nature, but the same shall continue and remain in full force and effect as if no such failure or waiver had occurred. Moreover, any failure to exercise any right hereunder shall not be considered as a waiver of such right in the future.

6.13 **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance is held to be illegal, invalid or unenforceable under any present or future law, then (a) such term or provision shall be fully severable, (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been contained herein, and (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance therefrom. Notwithstanding the foregoing, upon a material breach that is not cured within the specified period, the non-breaching party may elect to terminate the Agreement, without further obligation or liability beyond the effective date of termination; and the entirety of the agreement may not be divided for the purposes of enforceability.

6.14 **Third Party Beneficiaries.** This Agreement is made for the express and exclusive benefit of Utility and Supplier and no other person or party who is not a signatory hereto is entitled to the benefit of or enjoys any right to seek enforcement or recovery under, this Agreement.

6.15 **Assignment.** This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. Any assignment of this Agreement by either Party is shall be effective only upon at least seven (7) calendar days prior written notice to the other Party hereto. Supplier shall be responsible for any and all costs, liabilities, and expenses under this Agreement until it notifies Utility in writing of the assignment of this Agreement by providing written verification of the assignee's acceptance to the terms of this Agreement.

6.16 **Counterpart Signatures.** Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts and by electronic means, each of which shall be deemed an original and all of which together shall constitute one instrument. Each Party agrees that electronic signatures of the Parties, whether digital or encrypted, are intended to authenticate this Agreement and to have the same force and effect as manual signatures.

6.17 **Definitions.** Unless otherwise noted herein, definitions of terms used in the Construction Agreement are incorporated by reference in this Agreement. Use of the term "will" imposes an obligation on the Party to which it refers.

6.18 **Confidential Information.** If either Party reasonably believes that some of the records submitted to the other Party contains proprietary, trade-secret, or critical infrastructure information as defined in A.R.S. § 41-1801, as amended ("Critical Infrastructure Information"), or is otherwise deemed confidential information, the Party disclosing the confidential information must prominently mark those records "CONFIDENTIAL" or "CRITICAL INFRASTRUCTURE INFORMATION – DO NOT MAKE PUBLIC; PUBLIC DISCLOSURE NOT AUTHORIZED BY LAW AND MAY BE SUBJECT TO CRIMINAL SANCTION UNDER A.R.S. § 41-1805, AS AMENDED", as appropriate. In the event a public-records request is submitted to Supplier for records marked CONFIDENTIAL or CRITICAL INFRASTRUCTURE



INFORMATION by Utility, Supplier will notify Utility of the request as soon as reasonably possible. Except for those documents clearly identified as Critical Infrastructure Information, Supplier will release the records ten (10) business days after the date of that notice, unless Utility has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. Supplier will not, under any circumstances, be responsible for securing such an order, nor will Supplier be in any way financially responsible for any costs associated with securing such an order.

**6.19 Legal Arizona Workers Act.**

- (a) Compliance with Immigration Laws. Utility hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Utility will further ensure that each subcontractor who performs any work for Utility under this Agreement likewise complies with the State and Federal Immigration Laws.
- (b) Books & Records. Supplier has the right at any time to inspect the books and records of Utility and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- (c) Remedies for Breach of Warranty. Any breach of Utility's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Agreement subjecting Utility to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Utility will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Utility.
- (d) Subcontractors. Utility will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

**6.20 Nondiscrimination.** Neither Party will discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin in the course of carrying out their duties under this Agreement. The Parties will comply with the provisions of Executive Order 75-5, as amended by Executive Order 2009-09, which is incorporated into this Agreement by reference.

**6.21 Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated herein by reference.

**6.22 Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason the Pima County Board of Supervisors does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the Parties will have no further obligations under this Agreement other than for payment for services rendered

and for materials and equipment ordered or acquired by Utility prior to cancellation. All materials and equipment paid for by County pursuant to this Non-appropriation provision become County property.

6.23 **Israel Boycott Certification.** Utility hereby certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of Israel as defined by A.R.S. § 35-393.01. Violation of this certification by Utility may result in action by the Supplier up to and including termination of this Agreement.


6.24 **Further Assurances.** The Parties agree to execute and deliver such additional instruments or documents and take such actions as may be reasonably necessary to carry out the purposes of this Agreement, including but not limited to, a transportation services agreement under Utility's ACC tariff or under Utility's SOC, as applicable, for transportation on Utility's system of RNG received at the Interconnect.

6.25 **Entire Agreement.** The entire agreement between the Parties includes those provisions contained in this Agreement and any Exhibits, which supersede any prior understanding or written or oral agreement relative thereto. Each Exhibit is hereby incorporated into and made a part of this Agreement. In the event of a conflict between the terms of any Exhibit and the terms of this Agreement, the terms of this Agreement shall govern. In the event of a conflict or inconsistency between this Agreement and the applicable ACC tariffs for natural gas transportation or purchases, this Agreement shall govern and control; and, in the event of any conflicts or inconsistencies between this Agreement and the Utility's FERC-approved SOC for interstate transportation of the RNG, the SOC shall govern and control.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the day and year first above written.

**SOUTHWEST GAS CORPORATION**

**PIMA COUNTY**

Signature:   
Julie Williams (Oct 21, 2020 15:13 PDT)

Signature: \_\_\_\_\_

Name: Julie Williams

Name: \_\_\_\_\_

Title: VP, Southern Arizona Division

Title: Chairperson, Board of Supervisors

Date: Oct 21, 2020

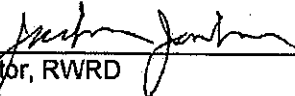
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Pima County Clerk of the Board

Date: \_\_\_\_\_

**Approval as to Content:**

  
Director, RWRD

**Approval as to Form:**

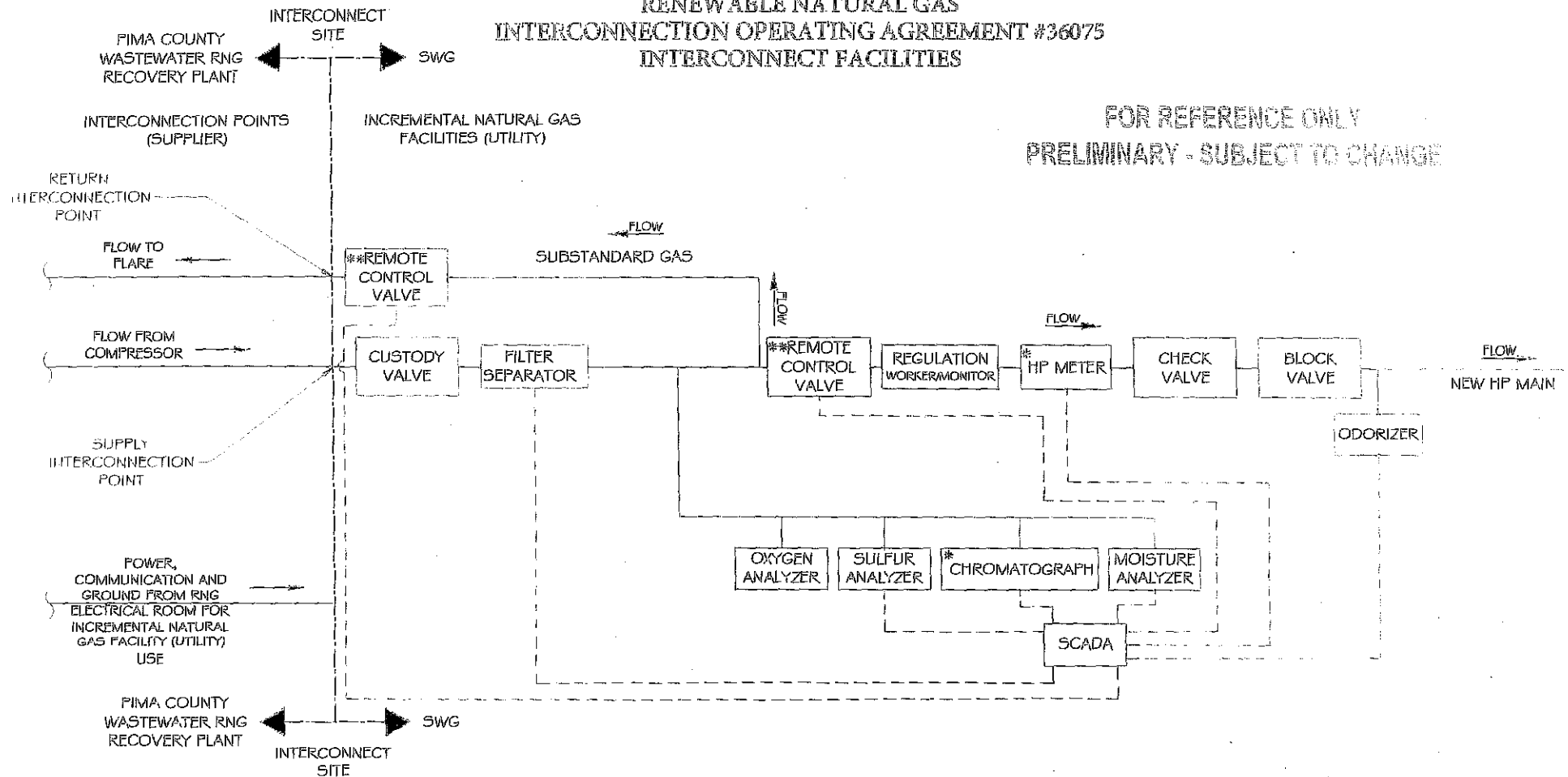
  
Deputy County Attorney

**Attachments**

Exhibit A – Interconnect Facilities  
Exhibit B – Responsibility Matrix  
Exhibit C – Biomethane Gas Testing Procedure  
Exhibit D – Gas Quality Specifications  
Exhibit E – Data Sharing Protocol  
Exhibit F – Supplier's Certificate of Completion

EXHIBIT A  
TO  
RENEWABLE NATURAL GAS  
INTERCONNECTION OPERATING AGREEMENT #36075  
INTERCONNECT FACILITIES

FOR REFERENCE ONLY  
PRELIMINARY - SUBJECT TO CHANGE



--- ELECTRONIC GAS MEASUREMENT (EGM)  
NOTE: THE EGM SHALL BE DESIGNED IN ACCORDANCE WITH ARTICLE 1  
OF THE RNG INTERCONNECTION CONSTRUCTION AGREEMENT.

--- QUALITY ASSURANCE VALVE

**EXHIBIT B  
TO  
RENEWABLE NATURAL GAS  
INTERCONNECTION OPERATING AGREEMENT #36075**

**RESPONSIBILITY MATRIX**

Party	Equipment	Installation and Ownership					Operations and Maintenance		
		Design	Procure	Install	Own	Capital Cost Responsibility	Operate	Maintain	O&M Cost Responsibility
Southwest Gas Corporation (U) Facilities aka Utility	Custody Transfer Assembly	U	U	U	U	S	U	U	U
	EGM Equipment	U	U	U	U	S	U	U	U
	Telephone/Cellular Service to and at the Interconnect Site	U	U	U	U	S	U	U	U
	Gas Quality Equipment-Official Reads	U	U	U	U	S	U	U	U
	OPP and odorization Equipment	U	U	U	U	S	U	U	U
	Flow control equipment	U	U	U	U	S	U	U	U
	Grounding System for Facilities	U	U	U	U	S	U	U	U
	Equipment required for data sharing	U	U	U	U	U	U	U	U
	Cathodic Protection for Facilities	U	U	U	U	S	U	U	U
	Measurement property within Utility enclosure	S	S	S	S	S	U	U	U
Supplier (S)	Power at the Interconnect Site and to Utility Facilities	S	S	S	S	S	S	S	S
	Tie-in assembly to Utility Facilities (connecting flange)	S	S	S	S	S	S	S	S
	Pressure regulation on return line, pulsation and vibration dampening	S	S	S	S	S	S	S	S
	Check -Gas Quality Equipment Reads	S	S	S	S	S	S	S	S
	Grounding System for Facilities	S	S	S	S	S	S	S	S
	Equipment required for data sharing	S	S	S	S	S	S	S	S
	Cathodic Protection for Facilities	S	S	S	S	S	S	S	S
	ROW and all weather access road up to Utility's enclosure	S	S	S	S	S	S	S	S

U: Utility Facilities

S: Supplier's Interconnection Facilities

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**BIOMETHANE GAS TESTING PROCEDURE**

**1. General**

- a. Compliance testing by Biomethane Gas Supplier (Supplier) and Southwest Gas Corporation (Utility) will be performed to assess whether the biomethane conforms to the gas quality limits set forth in the Utility's Gas Quality Specifications using two methods, lab testing or onsite analysis. Lab testing will be utilized during Design Testing and Periodic Testing. Onsite analysis will be utilized during Continuous Monitoring. Both methods may be utilized during Pre-Injection Testing.
- b. Supplier and Utility shall agree upon independent certified third-party lab(s) and testing protocols the Supplier will employ for sampling and lab testing.
- c. Costs for Design Testing, Pre-Injection Testing, Periodic Testing, Continuous Monitoring, and any required retesting or expedited testing are the sole responsibility of the Supplier.
- d. Utility shall be notified two (2) business days in advance by Supplier of sampling for lab testing; and Utility shall have the option to observe the samples being taken. Test results will be shared with the Utility within five (5) calendar days of the test results being received by the Supplier. Utility shall review the test results within three (3) business days after receipt.
- e. Utility is not prohibited from performing discretionary testing. Utility testing will be performed at the Interconnect. Supplier will not be financially responsible for Utility discretionary testing.
- f. Supplier shall notify Utility within ten (10) business days if the type of biogas feedstock changes and will return to Pre-Injection Testing.

**2. Design Testing**

- a. Supplier shall conduct testing of raw, unprocessed biogas for all gas quality limits listed in the Gas Quality Specifications for the Biomethane Gas source.
- b. Constituents identified as not being present or below detectible limits will be confirmed by conducting a second test. Once confirmed, those Constituents will be exempted from Periodic Testing and will be re-confirmed every 3 years, not to exceed 39 months, from the date of last confirmation. If those Constituents exempted from Periodic Testing are subsequently identified as being present or above detectible limits, they will no longer be exempted from Periodic Testing.
- c. When the type of biogas feedstock changes, all exempted Constituents must be re-confirmed.

**3. Pre-Injection Testing**

- a. Prior to the injection of Biomethane Gas, the Supplier shall conduct two tests over a two- to four-week period, minimum of 7 days between tests, to confirm compliance with the gas quality limits for the Biomethane Gas source.
- b. If during pre-injection testing any results are found outside the established gas quality limits, the Biomethane Gas cannot be injected into the Utility's pipeline system. The Supplier shall make necessary modifications and restart Pre-Injection Testing.

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- c. After all test results are found to be within the gas quality limits for two consecutive pre-injection tests, the Biomethane Gas may be injected into the Utility's pipeline system.
  - d. The Utility may, in its sole discretion, grant exceptions to the Pre-Injection Testing requirements.
4. Periodic Testing
- a. Periodic Testing will be performed for those constituents not subject to Continuous Monitoring
  - b. Monthly Testing
    - (i) Following successful Pre-Injection Testing and start of Biomethane Gas injection into the Utility's pipeline system, the Supplier shall conduct Monthly Testing, one test every calendar month, not to exceed 45 calendar days between tests, to confirm compliance with the gas quality limits identified for the Biomethane Gas source. The first Monthly Test shall be completed no later than thirty (30) calendar days after the date of the first Biomethane Gas injection into the Utility's pipeline system.
    - (ii) If during Monthly Testing any:
      - Carcinogenic or Non-Carcinogenic Constituents are found to exceed the gas quality limits, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
      - Pipeline Integrity Protective Constituents are found to exceed the gas quality limits, the Supplier shall have two (2) calendar days to make necessary adjustments and immediately re-test the Biomethane Gas. If the re-test results exceed gas quality limits, or if the Utility determines, in its sole discretion, that any measured value may cause an unsafe condition, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
    - (iii) If all the test results are found to be within the gas quality limits during Monthly Testing for three consecutive tests, without re-tests, Supplier may transition to Quarterly Testing.
    - (iv) The Utility may, in its sole discretion, grant exceptions to the Monthly Testing requirements.
  - c. Quarterly Testing
    - (i) Following successful Monthly Testing, the Supplier shall conduct Quarterly Testing, one test in every third calendar month, not to exceed 105 calendar days between tests, to confirm compliance with the gas quality limits identified for the Biomethane Gas source. The first Quarterly Test shall be completed no later than ninety (90) calendar days after the date of the last successful Monthly Test.
    - (ii) If during Quarterly Testing any:

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- Carcinogenic or Non-Carcinogenic Constituents are found to exceed the gas quality limits, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
  - Pipeline Integrity Protective Constituents are found to exceed the gas quality limits, the Supplier shall have two (2) calendar days to make necessary adjustments and immediately re-test the Biomethane Gas. If the re-test results exceed gas quality limits, or if the Utility determines, in its sole discretion, that any measured value may cause an unsafe condition, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
- (iii) If all the test results are found to be within the gas quality limits during Quarterly Testing for three consecutive tests, without re-tests, Supplier may transition to Annual Testing.
- (iv) The Utility may, in its sole discretion, grant exceptions to the Quarterly Testing requirements.
- d. Annual Testing.
- (i) Following successful Quarterly Testing, the Supplier shall conduct Annual Testing, one test per calendar year, not to exceed 13 months between tests, to confirm compliance with the gas quality limits identified for the Biomethane Gas source. The first Annual Test shall be completed no later than three hundred and sixty-five (365) calendar days (or three hundred and sixty-six (366) calendar days in a leap year) after the date of the last successful Quarterly Test.
- (ii) If during Annual Testing any:
- Carcinogenic or Non-Carcinogenic Constituents are found to exceed the gas quality limits, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
  - Pipeline Integrity Protective Constituents are found to exceed the gas quality limits, the Supplier shall have two (2) calendar days to make necessary adjustments and immediately re-test the Biomethane Gas. If the re-test results exceed gas quality limits, or if the Utility determines, in its sole discretion, that any measured value may cause an unsafe condition, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.



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- (iii) The Utility may, in its sole discretion, grant exceptions to the Annual Testing requirements.
- 5. Continuous Monitoring
  - a. Onsite analysis equipment will be installed to continuously monitor BTU, Wobbe, Oxygen, Nitrogen, CO<sub>2</sub>, Total Inerts, Total Sulfur, Hydrogen Sulfide, Temperature, Hydrocarbon Dew Point, and Water Content.
  - b. If any Continuous Monitoring results are found outside the gas quality limits during successive reads, the Biomethane Gas cannot be injected into the Utility's pipeline system and will result in an immediate shut-in of the Biomethane Gas supply. The Supplier shall make necessary modifications and will return to Pre-Injection Testing.
  - c. The Utility may, in its sole discretion, grant exceptions to the Continuous Monitoring requirements.

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**Southwest Gas Corporation**  
**Gas Quality Specifications**  
**Rev. 08/11/2020**

The following are required specifications for alternate natural gas composition to meet Southwest Gas Corporation (Utility) tariff, billing, safety, and operational requirements:

1. Minimum energy content: **900 BTU/scf** in Arizona
2. Wobbe number: Maximum Wobbe number = **1385**  
Minimum Wobbe number = **1280**

$$\text{Wobbe number} = \frac{BTU / scf}{\sqrt{SG}}$$

scf = standard cubic foot of natural gas  
SG = specific gravity with respect to air

3. Maximum sulfur content:  
Hydrogen sulfide: **0.25** grain per 100 scf (**4 ppm**)  
Total sulfur: **5** grains per 100 scf (**85 ppm**)
4. Maximum total inert content: **4%** total
  - Maximum **0.2%** oxygen
  - Maximum **3%** nitrogen
  - Maximum **2%** CO<sub>2</sub>
5. Temperature range: **40° F** to **120° F**
6. Maximum hydrocarbon dew point: **20° F**
7. Maximum water content: **7 lbs** per 1,000,000 cubic feet (1 MMscf) of gas
8. Objectionable Substances:  
Biomethane Gas must be free from bacteria, pathogens, dust, sand, dirt, gums, oils, and/or any other substances in each case at levels that would be injurious to the Utility's facilities, and/or to render the gas unmerchantable.

Nor shall the Biomethane Gas contain any hazardous substances at concentration levels which would prevent or unduly impact the merchantability of Biomethane Gas, be injurious to Utility facilities, or which would present a health and/or safety hazard to Utility employees, customers, and/or the public.

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9. Testing of Health Protective Constituents (Carcinogenic & Non-carcinogenic) and Pipeline Integrity Protective Constituents as follows:

**Landfill** supplied biomethane: all Carcinogenic, Non-carcinogenic, and Pipeline Integrity Protective Constituents listed below.

**Dairy** supplied biomethane: Ethylbenzene, n-Nitroso-di-n-propylamine, Mercaptans, Toluene, and all Pipeline Integrity Protective Constituents.

**Water & Sewage Treatment** supplied biomethane: p-Dichlorobenzene, Ethylbenzene, Vinyl Chloride, Mercaptans, Toluene, and all Pipeline Integrity Protective Constituents.

Carcinogenic Constituents (Maximum):

Arsenic:	0.48 mg/m <sup>3</sup>	(0.15 ppmv)
p-Dichlorobenzenes:	140 mg/m <sup>3</sup>	(24 ppmv)
Ethylbenzene:	650 mg/m <sup>3</sup>	(150 ppmv)
n-Nitroso-di-n-propylamine:	0.81 mg/m <sup>3</sup>	(0.15 ppmv)
Vinyl Chloride:	21 mg/m <sup>3</sup>	(8.3 ppmv)

Non-Carcinogenic Constituents (Maximum):

Antimony:	30 mg/m <sup>3</sup>	(6.1 ppmv)
Copper:	3.0 mg/m <sup>3</sup>	(1.2 ppmv)
Lead:	3.8 mg/m <sup>3</sup>	(0.44 ppmv)
Methacrolein:	53 mg/m <sup>3</sup>	(18 ppmv)
Alkyl Thiols (Mercaptans):	N/A	(610 ppmv)
Toluene:	45,000 mg/m <sup>3</sup>	(12,000 ppmv)

Pipeline Integrity Protective Constituents (Maximum):

Siloxanes:	0.1 mg Si/m <sup>3</sup>
Ammonia:	0.001%
Hydrogen:	0.1%
Mercury:	0.08 mg/m <sup>3</sup>
Biologicals:	4 x 10 <sup>4</sup> /scf (qPCR per APB, SRB, IOB group <sup>1</sup> ) & commercially free of bacteria using 0.2 micron filter

<sup>1</sup>Acid-producing Bacteria [APB], Sulfate-reducing Bacteria [SRB], and Iron-oxidizing Bacteria [IOB]

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**DATA SHARING PROTOCOL**

Measurement/Monitoring	Units	Owned by	Access Provided to other Party	Data Format	Data Frequency
Flow Official Reads	MCFH	Utility	Y	Pulse Data	Hourly
Pressure Downstream of Utility EGM	PSIG	Utility	Y	By Request	Every 5 min
Temperature Downstream of Utility EGM	°F	Utility	Y	By Request	Every 5 min
Gas Quality Standards – Official Reads	Varies	Utility	Y	Read only	Every 5 min
Gas Quality Standards - Check Reads	Varies	Supplier	Y	Read only	Every 5 min
Renewable Natural Gas Temperature Downstream of Compressor	°F	Supplier	Y	Read only	Every 15 min
Renewable Natural Gas Pressure Downstream of Compressor	PSIG	Supplier	Y	Read only	Every 15 min



**EXHIBIT F  
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**SUPPLIER'S CERTIFICATE OF COMPLETION**

RNG INTERCONNECTION OPERATING AGREEMENT DATED: \_\_\_\_\_

NAME OF SUPPLIER: \_\_\_\_\_

INTERCONNECT SITE: \_\_\_\_\_  
\_\_\_\_\_

DATE CONSTRUCTION STARTED: \_\_\_\_\_

DATE CONSTRUCTION COMPLETED: \_\_\_\_\_

I hereby certify that the facilities authorized by the Southwest Gas Corporation RNG Interconnection Operating Agreement were actually constructed and tested in accordance with the terms of the RNG Interconnection Operating Agreement; in compliance with any required plans and specifications; and in compliance with all applicable Federal and State laws and regulations.

\_\_\_\_\_  
Supplier's Signature

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Title

Return To: Southwest Gas Corporation  
Attention: \_\_\_\_\_  
5241 Spring Mountain Road  
Las Vegas, Nevada 89150-0002






# RNG IOA-Pima County #36075 -Final 10-19-2020

Final Audit Report

2020-10-21

Created:	2020-10-21
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