JOINT UTILITIES RENEWABLE GAS INTERCONNECTION AGREEMENTS

Maas Energy Works’ Comments

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May 14, 2020
The California dairy biogas industry is growing, while at the same time shifting to biomethane vs electric.
Value of Joint Agreements

• Reduced number of agreements
  • Rule 21 / Rule 39
  • IA / CPIA
  • SB-1383 Interconnection Agreements
• Focused interpretations
  • Should minimize advice letters
  • Speed?
Warranty Provisions

- **WAS:** adjusted from a required three years of warranty
  - In some cases, no such warranties were available.
- **IS NOW:** “equivalent to the warranty Utility would receive on such installation and parts”
  - This adjustment is beneficial and appears fair.
Self Build Option 4(c)(iii) and Exhibit F

- WAS: Sometimes unclear as to interconnector’s right to self build

- IS NOW: Clearly defines interconnector’s option to design and/or procure and install.
  - This adjustment is beneficial and clear
Section 16(a) Performance Assurance

WAS:
- $1,000,000 for PG&E
- $0 for SoCalGas

NOW:
- $1,000,000 for both

COMMENT:
- Excessive new market barrier
- The utilities are not exposed to any significant risk since all design and construction costs are paid up front, and refunds of excess funds take 1-2 years.
- What value is this $1M providing? In case of a SoCal project, the old contract might be better, just to save this $1M
Section 5(i)

- Section 5(i) should be clarified that an injection facility is a single injection source.
- “Renewable Gas Sampling. Interconnector acknowledges that injection of the Renewable Gas into the Utility System requires a quality assessment of a sample of the Renewable Gas from the Renewable Gas source - Interconnector’s Facilities, and such assessment shall be performed in accordance with Utility’s Gas Rule No. [__].”
  - Without this change, clusters of biogas sources could trigger re-assessment and resampling due to growth, seasonal changes, and transport changes.