



1900 Cardinal Lane  
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July 1, 2024

**VIA ELECTRONIC FILING**

Mr. William Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, Minnesota 55101-2147

Re: In the Matter of a Miscellaneous Tariff Change – Addition of Rate Class to Establish  
Renewable Natural Gas Interconnection Service  
Docket No. G-022/M-24-\_\_\_\_\_

Dear Mr. Seuffert:

Attached hereto, please find Greater Minnesota Gas, Inc.'s Miscellaneous Filing containing a tariff revision proposing the addition of a new rate class to establish renewable natural gas interconnection service for filing in a new docket. A copy of the proposed tariff sheet is included and, since the proposed rate class is new, there is no existing tariff sheet from which to offer a redlined comparison. GMG also seeks authorization to recover costs to purchase the natural gas commodity produced by interconnected renewable natural gas producers through GMG's Purchased Gas Adjustment (PGA) mechanism.

Pursuant to Minn. Rule 7829.1300, subp. 2, GMG has served a copy of this filing on the Office of Attorney General – Residential Utilities Division. A summary notice of the filing will be provided to other parties pursuant to Minn. Rules 7825.2840 and 7829.1300, subp. 2. All individuals on the attached service list have been electronically served as appropriate.

Thank you for your assistance. Please do not hesitate to contact me should you have any questions or concerns or if you require additional information. My direct dial number is (507) 209-2110 and my email address is kanderson@greatermngas.com.

Sincerely,

GREATER MINNESOTA GAS, INC.

/s/

Kristine A. Anderson  
Corporate Attorney

Enclosures  
cc: Service List

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Katie Sieben  
Hwikwon Ham  
Valerie Means  
Joe Sullivan  
John Tuma

Chair  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Docket No. G022/M-24-\_\_\_\_\_

In the Matter of Greater Minnesota  
Gas, Inc.'s Petition for Approval of a  
Renewable Natural Gas Interconnection Tariff  
and Natural Gas Purchase Cost Recovery

**SUMMARY OF FILING**

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Please take notice that on July 1, 2024, Greater Minnesota Gas, Inc. (“GMG”) filed a proposed addition to its tariff to establish a Renewable Natural Gas Interconnection Service rate and an underlying proposed interconnection agreement. GMG’s Petition also seeks authorization to recover costs to purchase the natural gas commodity produced by interconnected renewable natural gas producers through GMG’s Purchased Gas Adjustment (PGA) mechanism.

Dated: July 1, 2024

Respectfully submitted,  
/s/  
Kristine A. Anderson  
Corporate Attorney  
Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, MN 55021  
Phone: 507-209-2110

**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Katie Sieben  
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Docket No. G022/M-24-\_\_\_\_\_

In the Matter of Greater Minnesota  
Gas, Inc.'s Petition for Approval of a  
Renewable Natural Gas Interconnection Tariff  
and Natural Gas Purchase Cost Recovery

**PETITION FOR APPROVAL**

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Greater Minnesota Gas, Inc. (GMG) hereby submits a proposed addition to its tariff to establish a Renewable Natural Gas Interconnection Service rate and an underlying proposed interconnection agreement. GMG also seeks authorization to recover costs to purchase the natural gas commodity produced by interconnected renewable natural gas producers through GMG's Purchased Gas Adjustment (PGA) mechanism. GMG has been approached by a renewable natural gas producer about an opportunity and, consequently, respectfully requests prompt review and consideration of its Petition.

**SUMMARY OF FILING**

Pursuant to Minnesota Rule Part 7829.1300, Subpart 1, a one-paragraph summary of this filing, sufficient to apprise potentially interested parties of its nature and general content, accompanies this filing.

**SERVICE ON REQUIRED AND INTERESTED PARTIES**

Pursuant to Minnesota Rule Part 7829.1300, Subpart 2, GMG served a copy of this proposed tariff change on the Residential Utilities Division of the Office of the Attorney General. Pursuant to Minnesota Rule Part 7825.2840, GMG served the Summary of Filing on all parties reflected on the accompanying Certificate of Service and Service List.

**GENERAL FILING INFORMATION**

Pursuant to Minnesota Rule Part 7829.1300, Subpart 3, the following specific content is provided:

**A. Name, Address and Telephone Number of the Utility**

Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, Minnesota 55021  
Telephone: (888) 931-3411

**B. Name, Address and Telephone Number of the Attorney for Utility**

Counsel: Kristine A. Anderson  
Corporate Attorney  
Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, Minnesota 55021  
Phone: 507-209-2110

**C. Date of Filing and Proposed Effective Date of Rate Change**

Date Filed: July 1, 2024  
Proposed Effective Date: Upon Approval

**D. Statute Controlling Time Frame for Processing Filing**

Greater Minnesota Gas, Inc. is unaware of any specific statute that controls the time frame for processing this filing by the Commission. Minn. Stat. § 216B.16, subd. 1, permits a utility to place a rate change into effect subsequent to 60 days' notice to the Commission, unless the rate change is suspended under Minn. Stat. 216B.16, subd. 2. Under Minn. R. 7829.0100, subp. 11, this Petition constitutes a miscellaneous filing because no determination of the Company's general revenue requirements is necessary. Minn. R. 7829.1400, subp. 1, permits initial comments on miscellaneous filings to be made within 30 days of filing and reply comments 10 days thereafter.

**E. Utility Employee Responsible for this Filing (and Signature):**

/s/ Kristine A. Anderson  
Kristine A. Anderson, Esq.  
Corporate Attorney

**F. Filing Description, Impact, and Reasons**

The filing proposes the addition of an RNG interconnection service rate for RNG producers that meet the requirements set forth in the tariff provisions.

**DISCUSSION**

In the current era of energy production, increasing attention is given to focusing on renewable energy sources and energy transition. GMG's Petition is borne of that focus, as GMG has been approached by renewable natural gas (RNG) producers interested in interconnecting with GMG's distribution system in order to sell RNG or the natural gas commodity without the

associated environmental attributes (NG) to markets that already exist and to future markets that may develop. GMG’s proposed RNG Interconnection Service will allow RNG producers to interconnect with GMG’s system subject to the producers’ compliance with the requirements for service. As the following more detailed discussion and attachments demonstrate, the proposed terms and conditions of GMG’s interconnection service are designed to protect GMG’s existing rate payers from adverse financial impacts due to any interconnection projects and to assure that the integrity of any gas entering GMG’s distribution system is sufficient to maintain safe and reliable natural gas service. Additionally, GMG anticipates that it will purchase NG from the RNG producers from time to time and, accordingly, GMG also seeks authorization to recover costs associated with the NG purchases through its existing PGA mechanism, just as it recovers costs associated with other natural gas purchases.

**I. PROVIDING RNG INTERCONNECTION SERVICE SERVES THE PUBLIC INTEREST AND WILL NOT ADVERSELY IMPACT GMG’S EXISTING RATE PAYERS.**

RNG continues to receive greater interest as the energy industry is propelled toward transitioning to increased use of renewable energy sources. RNG, a carbon neutral fuel, can be interchangeable with natural gas from conventional geologic sources when appropriate quality specifications are met, and its gas molecules can be mixed with conventional natural gas molecules in current natural gas pipeline infrastructure without compromising safety or reliability. RNG can, is, and will continue to be utilized for the same general purposes that conventional natural gas is used – residentially, commercially, industrially, as an alternative vehicle fuel, and for production of electricity. Because RNG is generally thought to have multiple environmental benefits such as capturing and using methane that would otherwise result in atmospheric releases and emitting less greenhouse gas when combusted, it is widely recognized as an environmentally friendly fuel source. Additionally, RNG production provides economic opportunities for biomass generators such as dairy farms and other biomass facility owners.

A common source of biomass used to produce RNG is livestock operations and, given GMG’s predominately rural service territory, as RNG production develops and increases, it is likely that RNG producers will seek to site production facilities near GMG’s distribution facilities. While landfills and wastewater treatment facilities can also support RNG production, GMG does not currently anticipate interconnection requests from producers utilizing those biomass options. Nonetheless, should GMG receive such requests, the same tariff provisions would apply but the quality specifications outlined in an underlying interconnection agreement would likely differ. In either event, providing a means for RNG to be received and transported serves the public interest by increasing access to RNG.

GMG’s proposed RNG Interconnection Service will provide an opportunity for RNG producers to interconnect with GMG’s distribution system to transport and deliver RNG in accordance with a negotiated Renewable Natural Gas Interconnection Agreement (Interconnection Agreement). As reflected in the proposed tariff, appended hereto as Attachment A, and the proposed

Interconnection Agreement, appended hereto as Attachment B, an RNG producer will be solely responsible for all costs associated with the interconnection facilities and will be required to ensure that the RNG meets specified quality standards prior to injection into GMG's system.

An interconnecting producer will be required to pay for the total amount of the estimated costs to construct and install the interconnection through advance payment of a contribution in aid of construction (CIAC), subject to true-up after project completion. The producer will also pay GMG for the ongoing operations and maintenance costs via a monthly maintenance fee. Both fees will be specified in the Interconnection Agreement related to a production facility and a separate Interconnection Agreement is required for every production facility, even if an RNG producer owns multiple facilities that might interconnect to GMG's distribution system.

The Interconnection Agreement also defines the quality specifications and testing requirements that RNG must meet prior to interconnection and on an ongoing basis. GMG developed its current quality specifications based on prudent industry practices and standards. Nevertheless, in recognition of the fact that industry standards and practices evolve, the Interconnection Agreement provides for amendments to the quality specifications over time so that GMG can continue to assure that it provides safe and reliable natural gas. Similarly, in the unlikely event that GMG entered into an Interconnection Agreement for RNG produced from a different type of biomass, the requisite quality specifications appropriate for that type of biomass would be incorporated into the related Interconnection Agreement.

While the interconnection service will be available to any RNG producer in all of GMG's rate areas, the process of becoming a customer under the rate class has built-in protections for GMG's system and rate payers. As described in the Applicability and Character of Service section of the proposed tariff, in order to receive service under the rate schedule, an RNG producer must enter into an Interconnection Agreement with GMG and meet the specified testing and quality requirements.

The process for an RNG producer to become a customer under the tariff will begin with a producer seeking interconnection service from GMG. Upon receiving such a request, GMG will engage with the producer to gather information about the existing or planned RNG production facility. GMG will conduct a feasibility study to determine whether it has capacity to receive RNG from the producer at the production facility location, whether interconnection facilities can be constructed near the production facility, and whether the producer is capable of and amenable to meeting financial and quality requirements, among other aspects. If it appears that development of interconnection facilities is likely viable, GMG will design the necessary facilities and determine the estimated cost to construct and operate them. GMG will tailor the variable portions of its Interconnection Agreement to reflect the costs and fees commensurate with the proposed project and will negotiate agreement terms with the producer on that basis. Assuming that the producer agrees to the terms of the Interconnection Agreement and the parties enter into it, the producer will be approved as a customer under the service rate; however, no construction or operational activities will begin until GMG receives the CIAC from the producer.

GMG notes that advance payment of the CIAC is consistent with how CIAC payments are handled for other service extensions to GMG customers.

As defined in the Interconnection Agreement, GMG will have the ongoing right to refuse to accept delivery of RNG as necessary to protect the interests of GMG's distribution system and its rate payers. Likewise, the Interconnection Agreement provides for the producer to be responsible for all costs related to any system damage related to RNG that does not meet GMG's quality specifications. Ergo, GMG's system and customers are prospectively protected, as well.

Approval of GMG's proposed RNG interconnection service promotes environmental and energy transition goals without any adverse impact on GMG's existing rate payers and system. Moreover, it provides an additional revenue stream for GMG which, ultimately, helps to offset potential rate increases for existing rate payers. Hence, GMG respectfully requests that its proposed RNG Interconnection Service rate and the associated Interconnection Agreement be approved.

## **II. GMG SHOULD BE PERMITTED TO RECOVER COSTS FOR THE PURCHASE OF THE NATURAL GAS COMMODITY (WITHOUT THE ENVIRONMENTAL ATTRIBUTES) THROUGH ITS PGA.**

GMG anticipates that it will purchase some NG from interconnected RNG producers at some interconnection facilities. While GMG's proposed RNG interconnection service is not an Natural Gas Innovation Act (NGIA) plan, GMG recognizes that the NGIA statutory framework provides guidance for utilities seeking cost recovery for innovative resources procured outside of an innovation plan. Minnesota Statutes Section 216B.2427, Subdivision 4 specifically authorizes the Commission to approve cost recovery for "innovative resources procured at a cost that is within five percent of the average of Ventura and Demarc index prices for natural gas produced from conventional geologic sources at the time of the transaction per unit of natural gas that the innovative resource displaces." Purchasing NG from an RNG producer at the interconnection site falls squarely within the purview of the statute.

In an effort to provide assurance to the Commission that its purchase of any NG from an interconnected RNG producer satisfies the statutory requirements to permit cost recovery, GMG developed a proposed Natural Gas Supply Agreement (Supply Agreement), appended hereto as Attachment C. As reflected in the Supply Agreement, GMG will only be purchasing NG from the RNG producer. GMG will not purchase or have any claim to the environmental attributes associated with the purchased NG. As such, the purchase of the NG is virtually no different than GMG's purchase of conventional natural gas. The Supply Agreement specifically sets the price for purchase of the NG at the level of the statute's benchmark for cost recovery, so GMG's cost recovery requests will not exceed statutorily permissible costs.

GMG's purchase of NG will allow it to procure additional natural gas without the costs associated with seeking and obtaining incremental interstate pipeline capacity at a cost that is meets the statutory requirements for cost recovery of expenditures for innovative resources.

Therefore, GMG respectfully requests that its proposed Supply Agreement be approved and it be authorized to include costs of purchasing the NG in its PGA for cost recovery purposes, consistent with its other natural gas commodity purchases.

### **III. NO OTHER CONSIDERATIONS PRECLUDE COMMISSION APPROVAL OF GMG’S PROPOSED TARIFF, INTERCONNECTION AGREEMENT, AND SUPPLY AGREEMENT.**

GMG’s proposal to allow RNG interconnection services is not novel; rather, it is the latest in a series of similar proposals from other utilities including, most recently, Minnesota Energy Resources Corp. (MERC) in Docket No. G011/M-23-489, and Great Plains Natural Gas Co. (Great Plains) in Docket No. G004/M-24-73. A review of the records in other proceedings, particularly the recent requests of MERC and Great Plains, exposed some common themes that were of particular interest to the Commission in its consideration of RNG interconnection proposals. Exploration of those themes demonstrates that GMG’s proposals herein satisfactorily address the interests and any associated statutory requirements.

#### **A. No Inflation Reduction Act Benefits are Available for GMG’s Proposed RNG Interconnections**

Despite the fact that RNG producers will be solely responsible for all costs associated with RNG interconnection services, GMG reviewed current Inflation Reduction Act (IRA) opportunities to determine whether it might be eligible for any IRA benefits related to either its RNG interconnection or NG purchase plans pursuant to the Commission’s prior directive to utilities to consider IRA benefits for appropriate projects. GMG is not aware of any applicable benefits for which it might be eligible. While RNG producers may be eligible for certain investment tax credits or other benefits, GMG can neither avail itself of nor facilitate a producer’s use of those benefits.

#### **B. Ongoing Compliance Reporting Requirements Should Be Limited to Germane Information That Is Easily Obtainable**

The records in the other utilities’ RNG interconnection services dockets reflect substantial discussion regarding the nature of ongoing compliance reporting requirements. In fact, the question of establishing standardized reporting requirements for RNG interconnection will be the subject of Docket G999/CI-24-202, a Commission-initiated docket opened specifically for that purpose. Although a Notice of Comment has not yet been issued in Docket 24-202, it is reasonable to assume that the ultimate outcome of that docket will likely impact all of the compliance reporting requirements established in each utility-specific docket. In the meantime, several reporting requirements that require information from RNG producers have been established uniformly across the MERC and Great Plains dockets to be consistent with those previously required of CenterPoint, namely: a producer’s feedstock, the amount of anticipated RNG to be provided, the mix of end-uses of the digestate, and the location and end-use for which RNG is being purchased. GMG’s proposed Interconnection Agreement incorporates a



requirement for the producer to provide that information; ergo, GMG is prepared to comply with those uniformly-ordered reporting requirements.

Other requirements, including estimated methane emissions, estimated lifecycle greenhouse gas emissions, and use of a greenhouse gas (GHG) accounting framework, were also discussed and were imposed on MERC (similar to those imposed on CenterPoint) but not on Great Plains. The Commission was persuaded that those elements were not required of Great Plains because it was not purchasing the RNG but was merely transporting it. Similarly, GMG does not intend to purchase RNG. Rather, it will purchase only NG and will not procure any environmental attributes. Moreover, GMG's proposal is not an NGIA plan, nor is it part of one.

GMG recognizes that the Commission previously ordered that the GHG intensity of RNG included in an NGIA plan be calculated in accordance with the Argonne GREET model and that GHG emissions-related reporting elements have been considered in the other RNG interconnection service dockets. However, since GMG's proposal is not an NGIA plan, it falls outside the scope of that requirement. Further, GMG maintains that methane emission and carbon-scoring compliance requirements are neither necessary nor appropriate in this instance because GMG is not purchasing RNG but, rather, is purchasing NG without any environmental attributes and GMG is not claiming any type of carbon-offset from use of the purchased NG. Hence, because there is no carbon intensity or neutrality analysis being done, GMG should not be required to report on it. Additionally, GMG does not possess the information to provide and requiring GMG to obtain and process that information would be unduly burdensome and unwarranted. Moreover, GMG has not developed a GHG intensity analytical framework because it does not have any need to engage in carbon scoring. GMG recognizes that, in the event that it sought to purchase RNG – including the environmental attributes – or otherwise claim any type of carbon-offset from use of the gas molecules in the future, or if it submits an NGIA plan, the requisite GREET analysis may be necessary. However, since GMG does not anticipate any such circumstance, it would be premature to order GMG to comply with burdensome reporting requirements that are not germane to the instant circumstances. GMG also recognizes that any compliance reporting requirements ordered in the instant docket may be altered by the outcome of the Commission's investigatory docket G999/CI-24-202.

### **REQUEST FOR COMMISSION ACTION**

GMG's proposed tariff and documents are sufficiently similar to previously approved RNG interconnection tariffs to provide consistency within the industry. GMG has included mechanisms to protect its rate payers, protect its distribution system, and comply with reasonable related reporting requirements. Similarly, its proposal for the purchase of NG meets the requirements to allow cost recovery for the commodity. GMG's proposal serves the public interest and promotes increased access to renewable energy. Hence, GMG respectfully requests that the Commission approve its proposed RNG Interconnection Service tariff provisions and proposed Interconnection Agreement; and, that it approve GMG's proposed Supply Agreement and authorize GMG to seek cost recovery for the NG commodity by inclusion in its PGA mechanism.

Dated: July 1, 2024

Respectfully submitted,  
/s/  
Kristine A. Anderson  
Corporate Attorney  
Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, MN 55021  
Phone: 507-209-2110

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**RENEWABLE NATURAL GAS PRODUCER  
INTERCONNECTION SERVICE**  
Rate Code RNG IC-1

Section V

Sheet No. \_\_\_\_\_

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**Availability**

Available to any producer of renewable natural gas (RNG) in All Rate Areas.

**Applicability and Character of Service**

Service under this rate schedule applies to any producer of renewable natural gas (RNG) or natural gas derived from RNG by removal of the environmental attributes (NG) who has entered into a Renewable Natural Gas Facilities Interconnection Agreement (Interconnection Agreement) for the purpose of GMG receiving RNG or NG utilizing the Company's distribution system at a metered location on Customer's premises. For purposes of this tariff and the Interconnection Agreement, RNG means pipeline compatible gaseous fuel that has been derived from the anaerobic biological decomposition of organic materials and NG means the RNG without the associated environmental attributes. The Company's acceptance of Customer's RNG or NG is contingent upon the RNG or NG meeting or exceeding the Company's testing and quality specifications as set forth in Company's Gas Quality Specification as detailed in the Interconnection Agreement. Service under this rate schedule is subject to the terms and conditions contained in the Interconnection Agreement.

Once approved as a Customer under the rate schedule, the acceptance of a producer's RNG or NG is contingent on the RNG or NG meeting the testing and quality requirements set forth in the Interconnect Agreement on an ongoing basis.

**Rate**

Maintenance Fee As set forth in Interconnection Agreement

Renewable Natural Gas Producer Interconnection Service is not subject to charges billed under the ECO Conservation Improvement Program or other rate riders based on natural gas consumption or transportation as may exist from time to time.

**Monthly Minimum Charge**

Maintenance Fee plus applicable taxes and any resulting pipeline or supply charges assessed to Company and caused by Customer's interconnection activities.

**Late Payment Charge**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided in the General Rules and Regulations, Section VI-2.

**Nomination and Gas Delivery Specifications**

Customer must supply the volumes designated in the Interconnection Agreement, at the rate and pressure specified in the Interconnection Agreement, and consistent with the quality requirements set forth in Company's Gas Quality Specification as detailed in the Interconnection Agreement.

**Interconnection Agreement**

Customer must sign a separate Interconnection Agreement for each delivery point.

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Date Filed: June 24, 2024  
By: Cody Chilson  
President

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

Docket No. G022/M-24-\_\_\_\_\_

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

**RENEWABLE NATURAL GAS PRODUCER  
INTERCONNECTION SERVICE  
Rate Code RNG IC-1**

Section V

Sheet No. \_\_\_\_

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**Customer Interconnection Reimbursement**

Consistent with the terms set forth in the Interconnection Agreement, extension of Interconnection service to Customer shall be subject to payment by Customer for all costs incurred by Company to design, install, and construct required interconnection facilities to provide service. Upon Customer's compliance with the relevant terms of the Interconnection Agreement regarding payments, Company will construct, install, own, operate, and maintain the necessary facilities to interconnect Customer's premises to the Company's distribution system, gas monitoring equipment, control valve(s), and any other associated facilities for interconnection to ensure gas quality and protection of the Company's distribution system.

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Date Filed: June 24, 2024  
By: Cody Chilson  
President

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

Docket No. G022/M-24-\_\_\_\_\_

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

**RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT  
BETWEEN  
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS RENEWABLE NATURAL GAS INTERCONNECTION AGREEMENT (Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer desires to inject pipeline ready renewable natural gas (RNG) generated at the Production Facility into the GMG distribution network via an interconnection point and meter station as further described herein; and,

WHEREAS, GMG desires to receive the RNG generated at the Production Facility into GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the injection of the RNG produced by Producer's Production Facility, and the related interconnect, whereby GMG will be the Party receiving the RNG and Producer will be the Party delivering the RNG; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual premises, covenants, and agreements set forth herein, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

**AGREEMENT**

**ARTICLE 1  
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery

Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Pipeline Ready” shall mean RNG that meets all of GMG’s Gas Quality Specifications contained herein, and which may be updated from time to time.

1.5 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.6 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

## **ARTICLE 2**

### **Construction and Operation of the Interconnect Facilities**

2.1 GMG Facilities. The facilities listed in this Section shall be designed, procured, constructed, installed, owned, and operated by GMG (GMG Facilities) with costs of such facilities to be reimbursed by Producer as set forth in the Agreement. The Parties agree that the implementation of this Agreement shall be at no cost to GMG and that Producer shall reimburse GMG in accordance with the provisions of this Agreement with respect to the design, construction, installation, ownership, operation, or maintenance of the facilities:

- 2.1.1 Gas Meter Set for RNG Injection Point, including the meter, overpressure protection, meter protection bollards, and telemetry;
- 2.1.2 [Size] [material] pipe (up to \_\_\_’ in length; additional footage as needed at the additional cost of \$ \_\_\_/foot) and fittings between the GMG meter set and GMG’s System required to allow RNG to be accepted into GMG’s System; and,
- 2.1.3 Such other equipment as is necessary to be owned by GMG to ensure that the facilities described in this Section 2.1 satisfy the requirements of this Agreement.

2.2 Producer Facilities. The facilities listed in this Section shall be owned by Producer (Producer Facilities). Producer Facilities will be designed, procured, constructed, and installed by the Producer at the interconnect location at the sole cost and expense of Producer, as indicated below:

- 2.2.1 Gas to Grid unit that includes, at a minimum, the following capabilities:
  - 2.2.1.1 Gas quality measurement;
  - 2.2.1.2 Automatic prevention of gas not meeting specifications from entering the GMG Facilities;
  - 2.2.1.3 Odorization;
  - 2.2.1.4 Chromatograph;
  - 2.2.1.5 Continuous measurement of hydrogen sulfide, oxygen, and dew point; and
  - 2.2.1.6 Sample point where gas can be taken for laboratory analysis;
- 2.2.2 Read access for GMG to see gas composition, BTU content, volume measurement, gas temperature, gas pressure, and odorization rate;
- 2.2.3 Such other equipment as is necessary to be owned by Producer to ensure that the facilities described in this Section 2.2 satisfy the requirements of this Agreement.

2.3 Facilities Design and Construction. Each Party, as applicable to its responsibilities under this Agreement, represents and warrants that its facilities shall be designed, procured, constructed, installed, and operated 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, 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) all applicable Environmental Laws, and (c) specifications required by GMG and provided to Producer in writing that are (i) reasonable, and (ii) typical in the natural gas industry for facilities of the same type (Specifications).

2.4 Interconnect Construction Documentation. Prior to the start of construction, in order to verify compliance with the Specifications, Producer shall submit to GMG a complete set of reproducible construction drawings for the Producer Facilities and any other relevant information reasonably requested by GMG (collectively, the "Design Documentation"). As soon as reasonably practicable following Producer's submission of the Design Documentation, including any resubmission(s), GMG shall deliver written notice to Producer either (a) approving the Design Documentation or (b) setting forth, with particularity, GMG's reasonable objections or concerns relative to the Design Documentation (e.g., non-conformity with the Governmental Authorizations, Environmental Laws, and/or Specifications). If GMG delivers written notice of any objections or concerns to Producer, representatives of the Parties shall confer within fifteen (15) days following Producer's receipt of said notice for the purpose of working cooperatively, and in good faith, to resolve such objections and concerns. Within ninety (90) days after the Producer Facilities and GMG Facilities are installed, in accordance with this Agreement, and capable of flowing natural gas, Producer shall furnish GMG (i) "As Built" drawings of the interconnect and (ii) all such other information that is required for GMG to comply with the Pipeline Safety Regulations.

2.5 GMG Inspection of Producer Facilities. GMG shall have the right to have its representatives present during the installation of the Producer Facilities. GMG's representatives may be present to observe whether Producer is satisfying its obligations under this Agreement in



accordance with the Governmental Authorizations, Environmental Laws, and Specifications and in a manner that will be acceptable for GMG to perform the services provided herein. GMG shall be provided with access to Producer's odorizer equipment to identify injection levels.

2.6 Facility Access. Ingress and egress to the interconnect site shall be through the existing public right-of-way or other method obtained by Producer. Producer shall be responsible for maintaining access to the interconnect site. GMG and Producer or their respective designees have the right, but not the obligation, to access the interconnect site at all reasonable times for the purpose of verifying that the interconnect facilities are being operated, maintained, inspected, and tested in accordance with this Agreement. Each Party shall ensure that any enclosure around the interconnect site and/or the interconnect is properly locked and secured before leaving the premises. Producer shall maintain the landscaping and physical area around the interconnect site to ensure that any grass and/or vegetation is mowed and/or trimmed and that the area remains clear of snow and ice.

2.7 Construction Near Facilities. Except as provided in Section 2.14, Producer shall provide GMG at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of GMG's pipeline facilities. GMG shall have the right to have its representatives present during any construction or material maintenance work performed by Producer near GMG's pipeline facilities. GMG shall perform the activities necessary to connect the Producer Facilities to the GMG Facilities. Except as provided in Section 2.14, GMG shall provide Producer at least five business days' prior notice, in a manner consistent with industry practice, before performing any construction or maintenance work that could impact service at or near any of Producer's pipeline facilities. Producer shall have the right to have its representatives present during any construction or material maintenance work performed by GMG near Producer's pipeline facilities.

2.8 Damage Notification. If any damage occurs to the interconnect, or if situations arise creating a reasonable likelihood that damage will occur to the interconnect, the Party causing the damage or identifying the potentially damaging situation shall immediately inform the other Party and, if a Party determines it necessary and as applicable to ensure the safety of the public, each Party's employees and each Party's construction, maintenance, or other related activities shall cease until the damage is repaired and/or the situation is remedied. The Party responsible for causing the damage shall be responsible for repairing the damage and/or remedying the situation.

2.9 Commencement of Construction, Commissioning, and Start-Up. Upon (a) Each Party's timely obtainment of all necessary contractor agreements and required materials, (b) the Parties' timely receipt of all necessary Governmental Authorizations, and (c) the GMG's receipt of the full amount of the Facilities Payment pursuant to Section 2.16 herein, GMG will commence installation of GMG Facilities. The Parties shall coordinate all operations associated with commissioning the interconnect including, but not limited to, purging and activating the interconnect. No gas shall be delivered through the interconnect until (i) all necessary Governmental Authorizations have been received and accepted; (ii) the required facilities have

been constructed, tested in accordance with the provisions herein to meet GMG's Gas Quality Specifications as set forth herein, which may be updated from time to time; and (iii) approved by both Parties. Producer acknowledges that this Interconnection Agreement is contingent upon the RNG interconnection being consistent with GMG's obligations to provide safe and reliable service and any applicable federal and state standards and requirements.

2.10 Services Provided by GMG. GMG shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.10.1 Meter/Relief Valve/Telemetry maintenance on the GMG Facilities, and provide telemetry access and monthly injection statement to Producer for regulatory reporting;
- 2.10.2 Monthly odorant checks on gas entering the GMG System, including sniff tests and injection rate verification based on data obtained from Producer's odorizer;
- 2.10.3 Cathodic protection and atmospheric corrosion inspections of the GMG Facilities;
- 2.10.4 Meter maintenance and testing of the GMG Facilities;
- 2.10.5 Relief valve inspection and maintenance for the GMG Facilities;
- 2.10.6 Adjustment of GMG's System pressures as needed so that the RNG can be accepted into GMG's System year-round;
- 2.10.7 Line locating of the GMG Facilities;
- 2.10.8 Leak surveys of the GMG Facilities; and,
- 2.10.9 Emergency response for the GMG Facilities.

2.11 Services Provided by Producer. Producer or its contractor, subject to approval by GMG, shall provide the following services on an on-going basis throughout the Initial Term and any subsequent terms of this Agreement, unless earlier terminated:

- 2.11.1 Maintenance of Producer's Gas to Grid unit;
- 2.11.2 Lab analysis of the RNG, with copies of reports provided to GMG as specified for each appropriate testing and monitoring period, in accordance with the provisions of Article 6 herein;
- 2.11.3 Obtain and maintain a service agreement for not less than one year between Producer and the Gas to Grid manufacturer;
- 2.11.4 Provide ongoing maintenance consistent with Prudent Industry Practices for Producer's Gas to Grid unit, odorizer, and other Producer-owned facilities.

2.12 Flow Requirements. In the event that the amount of gas flowing through the GMG Facilities is more than the maximum design requirements of [quantity] dekatherms per day, GMG may shut-in the interconnect until (a) Producer has decreased receipts at the interconnect and/or (b) Producer, at its sole expense, has taken corrective actions that restore measurement accuracy to the extent reasonably required by GMG. Similarly, in the event that no

gas flows through the interconnect for a period of two (2) years or more, GMG may change the status of the meter station to inactive and shut-in the interconnect until Producer, at its sole expense, has taken necessary actions to restore the interconnect to specifications as reasonably required by GMG.

2.13 Notification Requirements. Producer must notify GMG as soon as possible in the event of a gas quality concern, issue, or problem or any other concern, issue, or problem that will or is likely to impact the delivery of the RNG to GMG. Producer must notify GMG in advance regarding any plans to return to service after any interruption in the delivery of RNG.

2.14 Modifications, Repairs, and Service Outages. Each Party shall advise the other Party, as soon as reasonably practical and in a manner consistent with custom in the industry, before taking the interconnect out of service for modifications or repairs, provided that in the event of an emergency situation either Party may immediately commence repairs to its facilities and provide notice to the other Party as soon as reasonably practicable thereafter. GMG retains the unilateral right to change the operations of its facilities and/or upgrade its system.

2.15 Safety and Health. Each Party shall 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, operational and drug policies, practices and procedures, consistent with those customary in the natural gas industry, establishing minimum rules and standards to be followed while working on or near the interconnect.

2.16 Associated Costs. Producer shall be responsible to reimburse GMG for all costs and expenses, including labor and overhead charges, for the design, installation, construction, inspection or supervision during installation or construction associated with Company Facilities, including any applicable taxes incurred by Company, and to reimburse Company for the cost of operation and maintenance of Company facilities through the Monthly Maintenance Fee.

2.16.1 Producer shall pay GMG a contribution in aid of construction in the amount of [Amount] Dollars (\$\_\_\_\_\_) plus \$\_\_\_\_\_ per foot for footage in excess of \_\_\_ feet (Facilities Payment), which shall be paid in full prior to the commencement of construction of the GMG Facilities. Producer shall be responsible for and agrees to pay all reasonable costs including labor and overhead charges, design, installation, construction, inspection and supervision during installation or construction, and all taxes incurred by GMG. Within 60 days of completion of the GMG Facilities, GMG shall provide Producer with a reconciliation showing actual costs of the GMG Facilities. If the contribution in aid of construction payment exceeds the actual costs for the GMG Facilities, GMG will refund Producer the difference within 60 days after all invoices have been received and all costs have been accounted for. If the actual cost of the GMG Facilities exceeds the contribution in aid of construction payment, Producer shall be responsible to pay the difference (the "True-Up Payment") to GMG within

30 days. GMG will not accept deliveries of gas from Producer until the True-Up Payment has been received.

- 2.16.2 In addition, Producer shall pay GMG a maintenance charge in the amount of [Amount] Dollars (\$ \_\_\_\_\_) per month for GMG's operation and maintenance of the GMG Facilities. In each month of the Initial Term and any subsequent renewal terms, GMG shall deliver an invoice to Producer for the monthly maintenance fee. Producer shall promptly process GMG's invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis.
- 2.16.3 Producer shall reimburse GMG for all regulatory costs associated with any required approvals, compliance requirements, and similar reviews. GMG shall provide Producer with an invoice for reimbursement of GMG's actual regulatory costs within 30 days of receiving invoices for regulatory charges. In the event that GMG is invoiced for costs related to filings that involve data and/or reporting for more than one interconnected producer, the associated regulatory costs shall be shared among the interconnected producers.

2.17 Natural Gas Service Not Included. None of the cost obligations stated in this Agreement include natural gas service that may be provided by GMG to the Production Facility or Producer's Facilities. Any such service would be provided pursuant to appropriate customer agreement(s) in accordance with GMG's service tariff at the tariffed rates.

2.18 Disconnection, Removal & Abandonment. Upon termination of this Agreement, or any subsequent renewal, Producer shall be responsible for the proper disconnection, removal, and abandonment of the Producer Facilities and Producer's equipment in accordance with all Governmental Authorizations and at Producer's sole cost, risk, and expense. GMG shall have the right to disconnect and remove the GMG Facilities and any other equipment owned by GMG from the Producer Facilities and custody transfer point upon termination of this Agreement.

### **ARTICLE 3**

#### **Gas Quality Specifications, Testing, and Monitoring Procedures for RNG Derived from Dairy or Other Animal Waste**

3.1 Gas Quality Specifications. All RNG received into GMG's System shall conform to the Gas Quality Specifications listed herein. Producer shall demonstrate that the receipt gas meets the gas quality specifications. Prior to the initial delivery of gas into GMG's System, Producer must provide test results from a sample of the receipt gas from an approved laboratory. The sample analysis must demonstrate an acceptable level for each constituent before the gas will be allowed into GMG's System. The RNG must continue to meet the Gas Quality Specifications for ongoing acceptance of the RNG into GMG's System. These RNG Gas Quality Standards may be revised from time to time at GMG's sole discretion in accordance with Prudent Industry Practices upon written notice to Producer, with Producer being given time to comply with the changes in accordance with Prudent Industry Practices. As of the effective date

of this Agreement, the Gas Quality Specifications are as follows:

- 3.1.1 All RNG shall have a total heating value (also known as gross heating value and higher heating value) of not less than nine hundred sixty-seven (967) BTUs per cubic foot, and not more than eleven hundred (1100) BTUs per cubic foot;
- 3.1.2 All RNG delivered shall be within the range of forty to seventy-five degrees Fahrenheit (40°F-75°F);
- 3.1.3 All RNG delivered shall be at a pressure between ninety-five (95) and one hundred (100) pounds per square inch gage pressure or another pressure mutually agreed upon;
- 3.1.4 All RNG shall have been odorized at a rate no less than half a pound (0.5) per million standard cubic feet of gas and no greater than one and a quarter pound (1.25) per million standard cubic feet. Producer shall adjust the odorization rate within the range as directed by GMG so that gas is readily detectable by a person with a normal sense of smell at a concentration in air of one-fifth of the lower explosive limit;
- 3.1.5 All RNG shall be commercially free (at prevailing pressure and temperature in GMG's System) from objectionable odors (except mercaptan used for odorant), dust, hydrocarbon liquids, water and any other substances that might become separated from the gas GMG's System, and Producer shall furnish, install, and maintain all devices and equipment required to effect compliance with such requirements;
- 3.1.6 All RNG shall contain no more than twenty (20) grains of total Sulphur; nor shall it contain more than one fourth (1/4) of one grain of hydrogen sulfide per one hundred (100) cubic feet;
- 3.1.7 All RNG shall not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Producer shall make every reasonable effort to keep gas free of oxygen;
- 3.1.8 All RNG shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume;
- 3.1.9 All RNG shall have been dehydrated by RNG Producer for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy-three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon;
- 3.1.10 All RNG shall not contain Ethylbenzene in a concentration of greater than 60 parts per million;
- 3.1.11 All RNG shall not contain Alkyl Thiols (Mercaptans) at a concentration of greater than one hundred twenty (120) parts per million;
- 3.1.12 All RNG shall not contain Toluene at a concentration of greater than twenty-four hundred (2,400) parts per million;

- 3.1.13 All RNG shall not contain Ammonia at a concentration of greater than ten (10) parts per million;
- 3.1.14 All RNG shall not contain Hydrogen at a concentration of greater than a thousand (1,000) parts per million;
- 3.1.15 All RNG shall not contain biologicals at a concentration of greater than four times ten to the fourth ( $4 \times 10^4$ ) per standard cubic foot. Biologicals may include acid producing bacteria, sulfate-reducing bacteria, or iron-oxidizing bacteria. Gas shall also be commercially free of bacteria greater than 0.2 microns in size.

3.2 Right to Refuse. GMG has the right to refuse to accept delivery of any RNG that does not meet the Gas Quality Specifications. GMG retains the right to accept non-conforming gas if, in the sole judgment of GMG, GMG determines that such acceptance will not adversely impact GMG's System or GMG's ability to maintain prudent and safe operations of GMG's System. GMG's acceptance of non-conforming gas shall neither constitute a waiver or amendment of the Gas Quality Specifications nor an assurance of future acceptance of non-conforming gas.

3.3 Compensation for Damage. Producer shall reimburse GMG for expenses incurred by or on behalf of GMG to repair and restore GMG's System due to damage or injury to GMG's System resulting from deliveries of RNG which do not conform to the Gas Quality Specifications.

3.4 Initial Testing. Prior to the injection of the RNG into GMG's System, Producer shall demonstrate that the RNG meets the Gas Quality Specifications. Such demonstration shall include test results from a sample of the RNG produced at the Production Facility. The sample must be verified by GMG and an analysis of the RNG must demonstrate that the RNG meets acceptable levels of each component and constituent identified in the Gas Quality Specifications. The RNG must be conforming prior to GMG allowing injection to commence.

3.5 Initial Monitoring. After successful completion of the Initial Testing set forth in Section 3.4 herein, Producer shall take continuous recordings from its installed chromatographs to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide Company with test results of an analysis of the RNG from an approved laboratory every three months for the first twelve (12) month period of operation following the Commencement Date. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.6 Operating Monitoring. After successfully completing the Initial Monitoring, Operating Monitoring shall commence, during which Producer shall continue to take continuous recordings from its installed chromatograph to verify that the RNG meets the Gas Quality Specifications. GMG shall have access to view the readings. Additionally, Producer shall provide GMG with test results of an analysis of the RNG from an approved laboratory every six

months for as long as the Production Facility is in operation or this Agreement terminates, whichever occurs first. The analysis must test for Ethylbenzene, Hydrogen Sulfide, Alkyl Thiols, Toluene, Ammonia, Hydrogen, and Biologicals. If, at any time, the RNG fails to meet the Gas Quality Specifications or the designated constituents' tolerance levels, the RNG will be shut in and Producer shall be required to repeat the Initial Test and Initial Monitoring Period protocol.

3.7 Shut-In and Restart Procedures. The RNG may be shut-in at GMG's sole discretions upon the occurrence of any of the following:

- 3.7.1 The RNG is found to be not in compliance with any of the Gas Quality Specifications;
- 3.7.2 GMG determines that a change in the biogas source at the Production Facility or the Producer's Facilities will potentially increase the level of any constituent over the previously measured baseline levels;
- 3.7.3 The RNG contains constituents at concentrations which are at levels that are injurious to pipeline facilities or are at levels that present a health and/or safety hazard to GMG employees, contractors, and/or the general public; or
- 3.7.4 Any other issue GMG determines may jeopardize the safety or reliability of its employees, customers, service, or systems.

In the event GMG rejects the RNG for being outside of any specified gas quality range, Producer shall accept the rejected RNG from the point of interconnection. Prior to restarting injection after the RNG interconnect has been shut-in, Producer must have at least one continuous hour of gas quality within specifications per real-time monitoring and confirm the gas quality issue has been resolved to GMG's satisfaction. For each occurrence when RNG is shut-in from GMG's due to quality reasons (real time or laboratory testing), Producer shall promptly deliver to GMG a detailed report describing a) the cause of the out-of-specification parameter; b) steps taken to rectify the situation; and, c) upgraded process/operation/maintenance plan to ensure the situation does not occur again. For on-line real-time testing, flow can continue before the report is received. For off-site laboratory testing, Producer's report must be received before GMG's valve is opened.

3.8 Data Sharing. GMG shall have the right to share relevant RNG test results, whether taken by GMG or by Producer, with appropriate parties.

3.9 Change in Feedstock or Conditioning. Producer shall provide a minimum of thirty (30) days' advance notice to GMG before changing the RNG feedstock, feedstock source, or RNG conditioning process.

#### **ARTICLE 4 TERM AND TERMINATION**

4.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in Section 3.4 herein. If subsequent initial testing phases are

required due to failure to meet the Gas Quality Specifications, the Commencement Date shall not be recalculated. At the time of execution of this Agreement, the Commencement Date is anticipated to be \_\_\_\_\_, 20\_\_\_\_. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

4.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (\_\_\_\_) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (\_\_\_\_) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

4.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c) Producer fails to provide delivery of the RNG to the interconnection point for in excess of three hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

4.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

4.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

## **ARTICLE 5 MISCELLANEOUS PROVISIONS**

5.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of



such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

5.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

5.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

5.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES.** Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

5.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors,

officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

5.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President  
Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, MN 55021  
[email address]

If to Producer, to:

[Producer]  
[Address]  
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

5.6 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

5.7 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

5.8 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions at the same or at any prior or subsequent time.

5.9 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the receipt of the RNG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

5.10 Reporting Requirements. Producer shall provide GMG with the following information as required by the Minnesota Public Utilities Commission prior to GMG accepting RNG at the interconnection site:

- 5.10.1 Producer's feedstock or feedstocks.
- 5.10.2 The total amount of RNG expected to be provided by Producer.
- 5.10.3 The mix of end-uses of the digestate.
- 5.10.4 If known, the state(s) in which the entity or entities purchasing the RNG from Producer are located and the end-use for which the RNG is being purchased.

Producer shall notify GMG and provide updated reporting within 30 days in the event any of the information reported pursuant to this Section changes or additional information is available during the term of this Agreement. By January 5<sup>th</sup> of each calendar year, Producer shall provide GMG with the same information for the preceding calendar year.

5.11 Regulatory Changes. If state or federal regulatory requirements related to the ownership and operation of the interconnect facilities change, the Parties shall engage in good faith discussions regarding related to changes to the terms of this Agreement necessitated by said

regulatory changes.

5.12 Documentation. The Parties understand that the intent of the Producer is to generate Environmental Attributes within one or more regulatory or voluntary programs and as such additional documentation may be required for third-party verification of the attributes. The Parties agree in good faith to meet such reporting and documentation requirements, including but not limited to the following:

5.12.1 Producer may request that the Parties execute a NAESB and TC agreement containing the same commercial and legal terms of this Agreement, if needed for Environmental Attribute generation and verification, and GMG agrees to review and execute such agreements provided that they contain the same terms and conditions as previously agreed.

5.12.2 GMG agrees to provide a Monthly Injection Statement with volumetric and other supporting data as needed.

5.13 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

5.14 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.15 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

5.16 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 shall give notice to the other Party, in accordance with this Agreement, including reasonably full particulars 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 continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

**GREATER MINNESOTA GAS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[RNG PRODUCER]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ADDENDUM  
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the “Addendum”) amends and supplements that certain Renewable Natural Gas Interconnection Agreement (the “Agreement”) by and between Greater Minnesota Gas, Inc and [RNG Producer] dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For all purposes of the Agreement, the Commencement Date is deemed to be \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

**GREATER MINNESOTA GAS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[RNG PRODUCER]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NATURAL GAS SUPPLY  
AGREEMENT BETWEEN  
GREATER MINNESOTA GAS, INC. AND [RNG PRODUCER]**

THIS NATURAL GAS SUPPLY AGREEMENT (Agreement) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Greater Minnesota Gas, Inc., a Minnesota corporation (GMG), and [RNG Producer], a [state and type of company] (Producer). GMG and Producer are also referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, GMG owns and operates an intrastate natural gas distribution system within the State of Minnesota and is regulated by the Minnesota Public Utilities Commission (MPUC); and,

WHEREAS, Producer does or will own and operate an anaerobic digester and related biogas conditioning and upgrading facilities to collect, treat, and compress gas generated from biomass at [Producer's location where interconnect facilities will be located], Minnesota to produce pipeline ready renewable natural gas (Production Facility) and Producer has exclusive rights to the biomass generated at the Production Facility; and,

WHEREAS, Producer has entered into a Renewable Natural Gas Interconnection Agreement with GMG to inject pipeline ready renewable natural gas (RNG) generated at the Production Facility into the GMG distribution network and Producer desires to sell natural gas to GMG while retaining the RNG's Environmental Attributes; and,

WHEREAS, GMG desires to purchase natural gas generated at the Production Facility for use in GMG's natural gas distribution system (GMG's System); and,

WHEREAS, the Parties desire to set forth additional terms and conditions regarding their respective rights and obligations related to transactions for the sale and purchase of natural gas produced by Producer's Production Facility, whereby GMG will be the Party purchasing and receiving the natural and Producer will be the Party selling and delivering the natural gas; and,

WHEREAS, the Parties have negotiated and agreed to the terms contained herein;

NOW, THEREFORE, in consideration of the mutual premises, covenants, and agreements set forth herein, the sufficiency of such consideration being acknowledged by the Parties, the Parties hereby agree as follows:

**AGREEMENT**

**ARTICLE 1  
Definitions**

Capitalized terms that are not otherwise defined herein shall be given the following meanings for purposes of this Agreement:

1.1 "Confidential Information" means: (a) any confidential, non-public information, or materials of the disclosing Party or its affiliates provided by such Party or any of its representatives pursuant to this Agreement whether in tangible form or disclosed orally, and all notes, analyses, compilations, studies, interpretations, memoranda, reports, or other documents (regardless of the form thereof) prepared by the Party receiving such information or materials (or such Party's representatives) which contain, reflect, or are based upon, in whole or in part, any such information or materials; (b) the trade secrets of any Party; and (c) all technical information, whether or not any such information is specifically identified as confidential. "Confidential Information" shall not include (d) information or materials that the receiving Party can demonstrate (i) at the time of disclosure or thereafter is generally available to and known to the public or became generally available to and known to the public other than as the result of the act or omission attributable to the receiving Party or any of its representatives; (ii) is developed by the receiving Party or any of its representatives without reliance on any Confidential Information; or (iii) is or was available to the receiving Party or its representatives on a non-confidential basis from a source other than the disclosing Party or the disclosing Party's affiliates who, insofar as is known to the receiving Party or its representatives, after reasonable inquiry, is not prohibited from transmitting such information to the receiving Party or its representatives by a contractual, legal or fiduciary obligation to the disclosing Party; or (e) information or materials disclosed by a Party to such Party's affiliates or such Party's or such Party's affiliates' representatives.

1.2 "Environmental Attributes" shall mean carbon credits, greenhouse gas offsets, green tags, renewable energy credits, production tax credits, allowances for air emissions, or renewable identification numbers, nutrient trading credits, similar financial incentives or subsidies, or other similar instruments under the federal Renewable Fuels Standard, state-based Low Carbon Fuels Standard, or any other local, state, regional, federal, or international environmental programs providing incentives or credits, or any other environmental attributes associated with renewable natural gas, renewable transportation fuels, bio-fertilizers, or other products generated by the anaerobic digestion, processing of organic materials, or otherwise from operation of the Facilities, and any credits, grants, or incentive payments derived therefrom.

1.3 "Environmental Laws" shall mean any applicable federal, state, county, municipal, or local Laws, statutes, rules, regulations, Orders, consent decrees, decrees, judgments, Permits, licenses, covenants, deed restrictions, ordinances, or other requirements or standards of any kind or nature, as now existing or hereafter in effect relating to: (i) pollution or the regulation or protection of health, safety, natural resources, or the environment, including, without limitation, those relating to releases, discharges, emissions, injections, leachings, or disposals of hazardous substances or hazardous materials into air, water, land, or groundwater, to the withdrawal or use of groundwater, or to the use, handling, treatment, removal, storage, disposal, processing, distribution, transport, or management of hazardous substances; or (ii) the construction, installation, maintenance, repair or operation of the Production Facility. "Environmental Laws" shall include, but shall not be limited to: the Clean Air Act; the federal Water Pollution Control Act; the Safe Drinking Water Act; the Toxic Substances Control Act; the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986; the Resource Conservation and Recovery Act, as amended by the Solid and Hazardous Waste Amendments of 1984; the Occupational Safety and



Health Act; the Hazardous Materials Transportation Act; the Oil Pollution Act of 1990; and any similar federal, state, or local statutes and regulations, all as amended from time to time.

1.4 “Natural Gas” or “NG” shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane and meeting the GMG gas quality specifications – whether the origin is fossil or renewable – but not including the Environmental Attributes of RNG as defined in 1.7.

1.5 “Pipeline Ready” shall mean NG or RNG that meets all of the Gas Quality Specifications contained in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility.

1.6 "Prudent Industry Practices" means the practices, methods, and standards of professional care, skill, and diligence engaged in or approved by a significant portion of the renewable natural gas and biogas industries for facilities of similar size, type, and design, that in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with law, regulation, reliability, safety, environmental protection, applicable codes, and standards of economy, and expedition. Prudent Industry Practices are not intended to be defined as one optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions generally accepted in the industry as reasonable under the circumstances.

1.7 “Renewable Natural Gas” or “RNG” shall mean Gas derived from the decomposition of organic matter including any associated Environmental Attributes.

## **ARTICLE 2**

### **Purchase and Sale of Natural Gas**

2.1 Purchase and Sale of the NG. From and after the Commencement Date, subject to the terms and conditions of this Agreement, Producer shall supply Pipeline Ready NG to GMG at the interconnection point and GMG shall purchase the NG. Title to and risk of loss of the NG shall transfer from Producer to GMG at the interconnection point.

2.2 Environmental Attributes. Producer shall retain all rights to the Environmental Attributes (as defined above) associated with the RNG that it produces. GMG agrees that it does not have any claim on Environmental Attributes associated with the NG purchased under this Agreement.

2.3 Purchase and Sale Requirement. During the term of this Initial Term of this Agreement and any subsequent renewal terms, beginning on the Commencement Date, Producer shall provide produced NG and GMG shall purchase up to [amount] dekatherms of NG per day from Producer.

2.4 Pricing and Payments for Deliveries. The purchase price for the NG purchased by GMG from Producer pursuant to this Agreement shall be the 95% of the average of Ventura and Demarc daily index price for natural gas produced from conventional geologic sources as published by Inside FERC (or such other successor publication or source as mutually agreed to

by the Parties) or \$8.00 per dekatherm, whichever is less. In each month of the Initial Term and any subsequent renewal terms, Producer shall deliver an invoice to GMG for deliveries at the designated price reflecting the amount owing to Producer for GMG's purchases of RNG during the preceding month within 10 days following the completion of the month. GMG shall process Producer's invoices and submit payment monthly in accordance with its standard accounts payable practices but, in no event, shall payment be made on anything less than a monthly basis. In the event that the amount of an invoice is disputed, GMG may withhold payment on the disputed portion of the invoice while the Parties work to resolve the dispute, but GMG shall make payment of the undisputed amounts.

2.5 Taxes. Each Party shall be solely responsible for any and all federal, state, and local fuel use taxes, sales taxes, excise taxes, value-added taxes, duties, customs, inspection or testing fees, and all other taxes, fees, interest and charges of any nature whatsoever imposed on it as a result of the buying and selling of the NG between GMG and Producer under this Agreement. Neither Party shall be responsible for the other Party's taxes applicable to income. Further, GMG shall not be responsible for any taxes, fees, duties or charges of any nature related to any Environmental Attributes that may be monetized by Producer or any third Party that are incidental to this Agreement.

### **ARTICLE 3 TERM AND TERMINATION**

3.1 Commencement Date. The "Commencement Date" for this Agreement shall be the first date, as reasonably determined by GMG, when Producer successfully completes the Initial Testing period as defined in that certain Renewable Natural Gas Interconnection Agreement between the Parties related to the same Production Facility and shall be identical to the Commencement Date of that Interconnection Agreement. . At the time of execution of this Agreement, the Commencement Date is anticipated to be \_\_\_\_\_, 20\_\_\_\_. The Parties shall complete the Addendum Regarding Commencement Date memorializing the actual Commencement Date after it occurs.

3.2 Term. This Agreement shall be effective as of the date first written above and, unless earlier terminated as provided for herein, shall continue in full force and effect through (and including) the [number of years] (\_\_\_\_) annual anniversary of the Commencement Date (the Initial Term). Thereafter, the term of this Agreement shall automatically renew for successive [number] (\_\_\_\_) year terms unless one Party provides written notice to the other party at least one (1) year in advance of the end of the then-existing term that it does not wish to renew the term of this Agreement.

3.3 Early Termination by GMG. This Agreement may be terminated by GMG immediately upon written notice to Producer if: (a) by act or omission Producer breaches or defaults on any material term or condition of this Agreement and Producer fails to cure such breach or default within thirty (30) calendar days after written notice from GMG; (b) Producer becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an "order for relief" as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up; (c) Producer fails to provide delivery of the RNG to the interconnection point for in excess of three

hundred and sixty-five (365) consecutive days after the Commencement Date, or (d) action of the Minnesota Public Utilities Commission, order, rule, ordinance, or statute causes this Agreement to become void, requires modification of any material term or condition of this agreement, or otherwise requires GMG to terminate this Agreement.

3.4 Early Termination by Producer. This Agreement may be terminated by Producer immediately upon written notice if: (a) by act or omission, GMG breaches or defaults on any material term or condition of this Agreement and GMG fails to cure such breach or default within thirty (30) calendar days after written notice from Producer; or (b) GMG becomes insolvent, makes an assignment for the benefit of creditors, has a receiver appointed over all or any portion of its property, becomes the subject of an “order for relief” as that term is used in the U.S. Bankruptcy Code, or is liquidated or dissolved or its affairs are wound up.

3.5 Effect of Termination. Neither expiration nor termination of this Agreement shall affect the rights or responsibilities of the Parties hereunder that accrued prior to expiration or termination. Article 5 shall survive expiration or termination.

#### **ARTICLE 4 MISCELLANEOUS PROVISIONS**

4.1 Failure to Perform. If a Party fails to comply with any of its material obligations under this Agreement, the counterparty will notify that Party of such failure as soon as reasonably possible under the circumstances. If the non-performing Party does not remedy such failure within thirty (30) days following notice from the counterparty, the Parties shall negotiate in good faith for an additional thirty (30) days thereafter to resolve the matter. If, at the end of such thirty-day negotiation period, the Parties are unable to agree to a plan to resolve the matter, either Party may suspend its rights to perform under this Agreement or alternatively, to terminate this Agreement in accordance with the provisions herein.

4.2 Insurance. Each Party shall carry and maintain casualty, liability, and such other types of insurance or such levels of self-insurance as may be necessary to cover all losses or damages arising out of its performance of its obligations under this Agreement. Each party further agrees that it shall provide the counter-party evidence of such insurance or self-insurance upon written request and, upon request, shall include the counter-party as an additional insured under such policies.

4.3 Representations and Warranties. Producer represents and warrants that the RNG delivered to GMG pursuant to this Agreement shall conform to the Gas Quality Specifications. Each Party represents and warrants that its operations pursuant to this Agreement shall be in compliance and in accordance with all Governmental Authorizations, (b) all applicable Environmental Laws, and the Gas Quality Specifications.

4.4 Limitation of Liability. **NEITHER PARTY SHALL BE LIABLE FOR (I) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING WITHOUT LIMITATION SUCH CLAIMS BASED UPON NEGLIGENCE OR STRICT LIABILITY), OR (II) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT,**

**EXEMPLARY, OR CONTINGENT DAMAGES WHATSOEVER, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY. EACH PARTY HEREBY DISCLAIMS THE OBLIGATIONS AND DAMAGES DESCRIBED IN CLAUSES (I) AND (II), REGARDLESS OF WHETHER GMG HAS BEEN GIVEN NOTICE OF THE POSSIBILITY OF SUCH OBLIGATIONS OR DAMAGES.** Without limiting the generality of the foregoing, each Party specifically disclaims any liability for (i) special or punitive damages, penalties, damages for lost profits or revenues, loss of other equipment or systems, cost of capital, cost of substitute products or other equipment or systems, delay in performance, downtime, or shutdown or slowdown costs; and (ii) any other types of economic loss (but excluding direct damages). NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS ON DAMAGES IN THIS SECTION SHALL NOT LIMIT ANY AMOUNTS PAYABLE BY AN INDEMNIFYING PARTY UNDER SECTION 5.5 AS INDEMNIFICATION FOR DAMAGES PAID TO A THIRD PARTY IN A CLAIM THAT IS SUBJECT TO INDEMNITY UNDER SECTION 5.5.

4.5 Indemnification. Producer shall indemnify and hold harmless GMG and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that GMG or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to, or resulting from Producer's acts or omissions, including but not limited to any such claim based upon the negligence of Producer or its affiliates, employees, representatives, or agents.

GMG shall indemnify and hold harmless Producer and its affiliates and their respective directors, officers, managers, employees, representatives, and agents from and against any and all losses, liabilities, damages, and expenses (including but not limited to attorneys' fees and other costs of defense) that Producer or any of them may incur as a result of any third-Party claims for death, bodily injury, or property damages arising out of, relating to or resulting from GMG's acts or omissions, including but not limited to any such claim based upon the negligence of GMG or its affiliates, employees, representatives, or agents. GMG shall have control of the defense in any action wherein indemnity is invoked.

4.6 Notice. All notices, requests, demands and other communications under this Agreement shall be given in writing and shall be delivered or sent to the applicable Party at their respective addresses indicated below by registered or certified U.S. mail, return receipt requested and postage prepaid; by private overnight mail courier service; or by email as follows:

If to GMG, to:

President  
Greater Minnesota Gas, Inc.  
1900 Cardinal Lane  
Faribault, MN 55021  
[email address]

If to Producer, to:

[Producer]  
[Address]  
[email address]

or to such other person or address as either Party shall have specified by notice in writing to the other Party. If personally delivered, such communication shall be deemed delivered upon actual receipt; if sent by overnight courier, such communication shall be deemed delivered upon receipt; and if sent by U.S. mail, such communication shall be deemed delivered as of the date of delivery indicated on the receipt issued by the relevant postal service or, if the addressee fails or refuses to accept delivery, as of the date of such failure or refusal.

5.1 Assignment; No Third-Party Beneficiaries Neither Party may assign this Agreement or its rights or obligations hereunder, in whole or in part, voluntarily or by operation of law, without the prior written consent of the other Party, which shall not be unreasonably withheld, and any attempted assignment without such consent shall be null and void and without legal effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective permitted successors and permitted assigns. Nothing contained in this Agreement shall be deemed to confer upon any other person or entity any right or remedy under or by reason of this Agreement. Notwithstanding the foregoing, GMG consents to Producer assigning this agreement to project lenders, or related project financing entities without its prior written consent.

5.2 Severability. If a court of competent jurisdiction determines any provision(s) of this Agreement to be illegal or excessively broad, then this Agreement shall be construed so that the remaining provisions shall not be affected but shall remain in full force and effect, and any such illegal or excessively broad provision(s) shall be deemed, without further action on the part of any person, to be modified, amended, and/or limited to the extent necessary to render the same valid and enforceable in such jurisdiction.

5.3 Amendment and Waiver. No provisions of this Agreement may be modified, waived, or discharged unless such modification, waiver, or discharge is agreed to in a writing executed by GMG and Producer. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants, or agreements contained in this Agreement. No waiver by either Party at any time of any breach by the other Party of, or compliance with, any provision of this Agreement to be performed by such other Party shall be deemed a waiver of similar or dissimilar provisions at the same or at any prior or subsequent time.

5.4 MPUC Approval. GMG shall be responsible for obtaining approval from the Minnesota Public Utilities Commission for the transactions contemplated under this Agreement, if necessary ("MPUC Approval"); provided, however, Producer shall cooperate and exercise reasonable efforts to support and assist GMG in obtaining MPUC Approval which support shall include participating in regulatory proceedings and providing non-Confidential Information concerning Producer's operations. In the event that GMG is unable to obtain any required MPUC

Approval, GMG shall have the right, in its sole discretion after consultation with Producer and after determining that no other commercially viable options for the purchase of the NG by GMG or one of its affiliates or customers exists, to immediately terminate this Agreement upon written notice to Producer.

5.5 Regulatory Changes. If state or federal regulatory requirements related to the purchase of NG change, the Parties shall engage in good faith discussions regarding related to changes to the terms of this Agreement necessitated by said regulatory changes.

5.6 Entire Agreement. This Agreement supersedes all prior agreements, whether oral or in writing, between the Parties with respect to its subject matter and constitutes the complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter. There have been and are no conditions, agreements, representations, or warranties between the Parties with respect to the subject matter of this Agreement other than those set forth or provided for in this Agreement.

5.7 Counterparts; PDF Signatures. This Agreement may be executed by PDF signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5.8 Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA EXCLUDING ANY CHOICE-OF-LAW RULES THAT MAY DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.** Each Party stipulates that any dispute or disagreement between the Parties as to the interpretation of any provision of, or the performance of obligations under, this Agreement shall be commenced and prosecuted in its entirety in, and consents to the exclusive jurisdiction and proper venue of, the federal or state courts located in the State of Minnesota and each Party consents to personal and subject matter jurisdiction and venue in such courts and waives and relinquishes all right to attack the suitability or convenience of such venue or forum by reason of such Party's present or future domiciles or by any other reason. The Parties acknowledge that all directions issued by the forum court, including, without limitation, all injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries. **EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE OR DISAGREEMENT.**

5.9 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 shall give notice to the other Party, in accordance with this Agreement, including reasonably full particulars 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 continuance of any inability so caused, but for no longer period, and such Force Majeure shall, so far as possible, be remedied by the affected Party with all reasonable dispatch. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which

result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance. Any suspension of obligation for reasons of Force Majeure shall be proportional to the effect of such Force Majeure on the particular obligation from which relief is sought, and shall not relieve any Party from its obligation to make payments hereunder which were due prior to such Force Majeure.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives, effective as of the date first set forth above.

**GREATER MINNESOTA GAS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[RNG PRODUCER]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ADDENDUM  
REGARDING COMMENCEMENT DATE**

THIS ADDENDUM (the "Addendum") amends and supplements that certain Natural Gas Supply Agreement (the "Agreement") by and between Greater Minnesota Gas, Inc and [RNG Producer] dated \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For all purposes of the Agreement, the Commencement Date is deemed to be \_\_\_\_\_, 20\_\_.

IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

**GREATER MINNESOTA GAS, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**[RNG PRODUCER]**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



**CERTIFICATE OF SERVICE**

I, Kristine Anderson, hereby certify that I have this day served a true and correct copy of the following document to all persons at the addresses indicated on the attached list by electronic filing and service or by depositing the same enveloped with postage paid in the United States Mail at Faribault, Minnesota, each as shown on the attached list:

**In the Matter of a Miscellaneous Tariff Change – Addition of Rate Class to Establish  
Renewable Natural Gas Interconnection Service  
Docket No. G-022/M-24-\_\_\_\_\_**

filed this 1<sup>st</sup> day of July, 2024.

/s/ Kristine A. Anderson  
Kristine A. Anderson, Esq.  
Corporate Attorney  
Greater Minnesota Gas, Inc.

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kristine	Anderson	kanderson@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Lane PO Box 798 Faribault, MN 55021	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Robin	Burke	rburke@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Cody	Chilson	cchilson@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400  St. Paul, MN 55101	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280  Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Nicolle	Kupser	nkupser@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Greg	Palmer	gpalmer@greatermngas.com	Greater Minnesota Gas, Inc. & Greater MN Transmission, LLC	1900 Cardinal Ln PO Box 798 Faribault, MN 55021	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350  Saint Paul, MN 55101	Electronic Service	No	GEN_SL_Greater Minnesota Gas, Inc._Official Service List 2024