

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC TARIFF FILING OF)
LOUISVILLE GAS AND ELECTRIC COMPANY)
TO REVISE ITS LOCAL GAS DELIVERY) **CASE NO. 2024-00125**
SERVICE TARIFF)

RESPONSE OF
LOUISVILLE GAS AND ELECTRIC COMPANY
TO
THE COMMISSION STAFF'S FOURTH REQUEST FOR INFORMATION
DATED SEPTEMBER 9, 2024

FILED: September 20, 2024

LOUISVILLE GAS AND ELECTRIC COMPANY

**Response to Commission Staff's Fourth Request for Information
Dated September 9, 2024**

Case No. 2024-00125

Question No. 1

Responding Witness: Tom C. Rieth

- Q-1. Provide a copy of the form "Interconnect Facility Agreement" referenced in the proposed Local Gas Delivery Service (LGDS) tariff filing.
- A-1. See attached. No customer has yet taken service under LGDS, and as such, no customer has executed an Interconnect Facility Agreement that covers the design, ownership, operation and maintenance of an Interconnect Facility. The attached draft Interconnect Facility Agreement reflects the proposed revisions to the Rate LGDS tariff. Given the individualized nature of service under Rate LGDS, LG&E anticipates that each Interconnect Facility Agreement will have minor variations, such as the type of feedstock utilized, testing specifications, and the capital expenditures required to complete the interconnect. But the same basic form agreement will be utilized for all customers taking under Rate LGDS.

INTERCONNECT FACILITY AGREEMENT

This INTERCONNECT FACILITY AGREEMENT (this “Agreement”) is made as of [____], 20[___], by and between _____, a _____ (“Customer”), and Louisville Gas and Electric Company, a Kentucky corporation (“LG&E”). Customer and LG&E are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Customer desires to deliver local gas to LG&E for transportation by LG&E under its Rate LGDS, as filed with the Kentucky Public Service Commission (“PSC”) and amended from time to time; and

WHEREAS, Customer desires to interconnect with, and deliver gas into, the LG&E System; and

WHEREAS, Rate LGDS requires a written agreement between Customer and LG&E regarding the design, ownership, operation, and maintenance of the Parties’ interconnection.

NOW, THEREFORE, the Parties agree as follows:

I. Definitions.

Terms not otherwise defined in this Agreement shall have the meanings ascribed to them below:

“Business Day” means any day other than a Saturday, Sunday or a day on which commercial banks are closed in the Commonwealth of Kentucky.

“Gas Day” means the period of time corresponding to the gas day as observed by LG&E.

“Inlet” means the point where the gas leaves the Upstream Facilities and enters the Interconnect Facility.

“Interconnect Facility” consists of all piping, taps, valves, telemetry, equipment and facilities from the Inlet of the interconnect facility to the Point of Demarcation, which may include monitoring equipment, measurement equipment/meters, telemetry equipment, regulators, valves, analyzers, chromatograph, control equipment, shut-in valves, and odorant injection equipment. An example of a typical facility design is detailed in Exhibit A.

“LG&E System” or “LG&E’s System” means the facilities of LG&E located downstream of the Point of Demarcation used by LG&E.

“Meters” consists of (a) the check meter run(s) (assemblies for check measurement, including sampling spools, flow conditioning, meter tubes, and meters) owned, operated and maintained by Customer and (b) the custody meter run(s) (assemblies for custody measurement, including sampling spools, flow conditioning, meter tubes, and meters) owned, operated and maintained by LG&E.

“Point of Demarcation” means the outlet located on the downstream side of the Interconnect Facility where gas is received into the LG&E System, as more specifically depicted in Exhibit A.

“Upstream Facilities” are the facilities of Customer upstream of Inlet of the Interconnect Facility required to connect Customer’s gas production facilities to the Interconnect Facility.

II. Design, Construction and Installation.

Subject to all the terms and conditions of this Agreement, LG&E will provide and Customer will receive gas service under Rate LGDS, as amended from time to time, and all applicable terms and conditions contained in LG&E’s “Rates, Terms and Conditions for Furnishing Natural Gas Service,” which are incorporated by reference into and made a part of this Agreement.

A. Customer Responsibilities.

1. Customer shall, at its sole cost and expense, design, engineer, procure, construct, install, test, own, operate, maintain, repair and replace any Upstream Facilities necessary to connect Customer’s gas production facilities to the Inlet of the Interconnect Facility.
2. Prior to construction of the Upstream Facilities, Customer will provide design drawings, signed by a professional engineer licensed in the Commonwealth of Kentucky, to LG&E for LG&E’s review and approval. In connection with its review and approval, LG&E may, in its sole discretion, specify manufacturer, type, model, etc. of equipment to be installed as part of the Upstream Facilities. Customer will not begin construction of the Upstream Facilities until LG&E has approved the design drawings and revisions, such approval not to be unreasonably withheld, delayed or conditioned. Notwithstanding LG&E’s review or approval in accordance with this Section II.A.2, LG&E shall not have any liability for, under, or in connection with the items LG&E reviews or approves.

3. Customer shall design, procure, construct and install the Upstream Facilities in strict accordance with the design drawings approved by LG&E, including any equipment specifications required by LG&E.
4. Within thirty (30) days after completion of construction of the Upstream Facilities, Customer will provide to LG&E as-built drawings of the Upstream Facilities, including piping, instrumentation and control. LG&E retains rights to obtain documents related to, but not limited to, pressure testing and leak testing results and non-destructive examination records.
5. LG&E shall be entitled to inspect the Upstream Facilities.

B. LG&E Responsibilities.

1. For all costs and expenses incurred by or on behalf of LG&E that are reimbursable by Customer, including costs and expenses related to the design, engineering, procurement, construction, installation, testing, ownership, operation, maintenance and replacement of the Interconnect Facility, LG&E shall comply with the same procurement procedures with which it would be required to comply if such costs and expenses were not reimbursable by Customer.

C. Parties' Responsibilities.

1. Customer and LG&E agree to use commercially reasonable efforts to complete the design, engineering, procurement, construction, installation and testing, of the Upstream Facilities and Interconnect Facility by [_____] (the "Target Completion Date"). If the work described in this section is not completed by the Target Completion Date, the Parties shall continue to proceed to complete such activities and place the Upstream Facilities and Interconnect Facility into service, provided that in no event shall (1) LG&E be liable to Customer, or (2) this Agreement be subject to termination if the Interconnect Facility are not completed by the Target Completion Date.
2. No gas (other than test gas) will be delivered through the Interconnect Facility by Customer until the Parties mutually agree that (a) the Parties are in compliance with the terms and conditions of this Agreement and Rate LGDS, (b) the RNG Verification Phase of the Verification and Monitoring Program described in Exhibit B is complete and (c) LG&E has been reimbursed for all costs and expenses in accordance with the terms of this Agreement and Rate LGDS.

III. Ownership of Facilities.

Customer will own the Upstream Facilities, including any separating and over-pressure protection equipment installed by Customer. LG&E will own the Interconnect Facility.

IV. Operation.

A. Customer Responsibilities.

1. Customer shall operate, maintain, repair, and replace the Upstream Facilities in a commercially reasonable manner and consistent with sound and prudent natural gas industry practice and all applicable laws.
2. If vibration, pulsation, electrical or other interferences, or noise originating from the Upstream Facilities, or any upstream equipment of Customer, including Customer's gas production facilities, or any third-party source creates a public nuisance or results in inaccurate measurement, inaccurate gas quality measurement, additional gas quality monitoring, inability to properly odorize gas, a range of control or measurement that is insufficient for accurate control or measurement, then Customer agrees, at its sole cost and expense, to remedy such issue to LG&E's reasonable satisfaction by the date specified by LG&E.
3. Customer will be responsible for acquiring and maintaining during the term of the Agreement all authorizations in its name that are necessary for the Upstream Facilities. Upon request Customer will assign such authorizations to LG&E to the extent they apply to facilities or equipment owned by LG&E during or after termination of this Agreement.
4. Customer shall notify LG&E at least _____ days in advance of any change to the biomass material or feedstock, including the quality or type of material used in gas production facilities. Depending on the impact of those modifications, LG&E may require increased test frequency of components tested by a lab, a revision to Customer's current level of Monitoring Period at the time of the modification in accordance with Exhibit B, or both.
5. Customer certifies that gas does not contain Hazardous Waste and is not produced from sources or feedstocks containing Hazardous Waste. Hazardous Waste is a material that is determined to be a solid waste and is either a listed waste or exhibits characteristics defined by the EPA under the Resource Conservation and Recovery Act (RCRA). Solid Waste, as defined in RCRA, is any discarded material that does not meet the listed exclusions. RCRA Listed Hazardous Wastes are specific discarded industrial or commercial products as well as discarded materials from

common manufacturing or industrial processes. Characteristic Hazardous Wastes are discarded materials that exhibit the properties of ignitability, corrosivity, reactivity, and/or toxicity as defined in RCRA.

6. Customer certifies that gas is not produced from a landfill regulated or not regulated, active or “former; not active; de-listed” Federal or State-led Superfund or similar site status. This includes all Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and RCRA sites. Included are all Federal or State-led Superfund site: active, interim-action, closed or de-listed. All National Priorities List (NPL) sites are included, active, interim-action, closed or de-listed, and all Federal or State-led Department of Defense (DOD) sites (Installation Restoration Program) governed at the state or Federal level. All state-led cleanup programs for site cleanup are included, as state-led programs are named differently across US states and federal districts, including insular areas. All known, permitted and deemed hazardous waste repositories are included, including former, fully permitted hazardous waste repositories, including RCRA Subtitle C landfills.

Before approving a landfill site for an interconnection point to inject gas into LG&E System, LG&E may perform, or hire a third party to perform, a Phase 1 Environmental Site Assessment. Customer shall reimburse LG&E for the cost of such assessment.

Customer agrees during the term of this Agreement that it will provide access as may be required by LG&E’s authorized representatives for the performance of its obligations hereunder.

7. Customer shall provide, at no cost to LG&E, all the electricity and compressed air required for LG&E to operate, if applicable, the facilities that will measure, regulate, and odorize the gas delivered by Customer to LG&E under this Agreement.

B. LG&E Responsibilities.

1. LG&E will use commercially reasonable efforts to obtain and maintain during the term of Agreement all authorizations in its name that are necessary for the Interconnect Facility. LG&E shall have no obligation to design, engineer, procure, construct, install, test, own, operate, maintain, repair and replace the Interconnect Facility unless and until it has obtained any required authorizations.
2. LG&E shall, at Customer’s cost and expense, be responsible for odorizing the gas entering the LG&E System to its desired specifications. LG&E’s inability to properly odorize such gas, irrespective of the cause of such inability, will excuse it from accepting such gas without liability to Customer.

3. The Meters owned by LG&E will be used to obtain official measurement data for gas quantities received by LG&E from Customer. If the Meters owned by LG&E are out of service or otherwise unavailable, the Parties will use the measurements from Customer-owned Meters if they are installed, fully operational and calibrated in conformance with sound and prudent natural gas industry practice. Gas quality testing equipment owned by LG&E will be used to obtain data to determine adherence to the gas quality specifications set forth in Rate LGDS. If the gas quality testing equipment owned by LG&E is out of service or otherwise unavailable, the Parties will use data from Customer-owned gas quality testing equipment, if they are installed, fully operational and calibrated in conformance with sound and prudent natural gas industry practice.
4. LG&E shall not be responsible for maintaining spare parts for the Interconnect Facility.
5. If LG&E is unable to accept gas, either continuously or intermittently, as a result of matters related to the Upstream Facilities, Customer's gas production facilities, Interconnect Facility or any other equipment or facilities covered under this Agreement, then LG&E reserves the right to address or remedy such continuous or intermittent problems as other issues and priorities on LG&E System may allow in LG&E's sole discretion. In no event shall LG&E be liable to Customer because of Customer's inability to deliver gas to LG&E.
6. If LG&E determines that any routine or non-routine maintenance, repair, replacement or addition of equipment or facilities associated with the Interconnect Facility is needed and reasonably expected to cost less than Twenty Thousand Dollars (\$20,000.00), then LG&E may, at Customer's cost and expense, undertake such routine or non-routine maintenance, repair, replacement or addition of equipment.
7. If LG&E determines that any routine or non-routine maintenance, repair, replacement or addition of equipment or facilities associated with the Interconnect Facility is needed but is reasonably expected to cost Twenty Thousand Dollars (\$20,000.00) or more, then LG&E will request written approval and pre-payment from Customer prior to performing such work. The amount of such pre-payment shall be reconciled and trued-up within one hundred eighty (180) days of completion of the work, and LG&E shall either refund or off-set any such over or under payment.
8. Failure by Customer to provide written approval and make an accompanying prepayment will allow LG&E, in its sole discretion, to suspend the receipt of gas from Customer.
9. In the event of an emergency situation, LG&E may take any reasonable action to try to rectify the emergency situation, including the discontinuance of receipts of

gas by LG&E from Customer. If LG&E must discontinue such receipts of gas during an emergency situation (as such emergency is determined by LG&E in its sole discretion), no further gas may be delivered by Customer to LG&E unless and until Customer provides LG&E with the written permission and pre-payment that would allow LG&E to take the required actions to rectify the problem that caused the emergency situation.

V. Payments.

A. Advance Payment.

1. Within five (5) Business Days after the date of this Agreement, Customer shall pay LG&E [_____] (\$[_____]) (the “Advance Engineering Payment”) representing the estimated cost for LG&E’s design of the Interconnect Facility.
2. On or before [_____], Customer shall pay LG&E [_____] (\$[_____]) (the “Advance Construction Payment” and, together with the Advance Engineering Payment, the “Advance Payment”), representing the estimated cost for the design, engineering, procurement, construction, installation and testing of the Interconnect Facility.
3. Customer acknowledges and agrees that LG&E shall not be obligated to order any equipment, materials or other items required for the design, engineering, procurement, construction, installation and testing of the Interconnect Facility until the Advance Payment is delivered in full to LG&E.
4. The estimated cost for the design, engineering, procurement, construction, installation and testing of the Interconnect Facility and other LG&E costs shall include the cost and expense of seeking and obtaining all necessary authorizations, and the cost and expense of material, supplies, labor (LG&E and any LG&E contractor(s)), vehicles, gas loss, franchise fees and overheads.
5. Within one hundred eighty (180) days after LG&E completes installation and testing of the Interconnect Facility or Customer notifies LG&E that it does not wish to proceed with the installation of the Interconnect Facility, LG&E shall submit to Customer a final invoice setting forth the actual costs incurred (the “Actual Cost”). If the Actual Cost is less than the Advance Payment, LG&E shall refund the difference to Customer together with the final invoice. If the Actual Cost is greater than the Advance Payment, Customer shall pay LG&E the difference within thirty (30) days of Customer’s receipt of the final invoice.

B. Fee Reimbursement.

LG&E shall invoice Customer for the operation, maintenance, repair, and replacement of the Interconnect Facility and quality testing in accordance with this Agreement. LG&E will invoice such expenses monthly, with true-ups occurring as necessary to ensure that the Customer pays the actual cost of the expenses and no more.

VI. Payment Terms.

- A. If the amount of any invoice is not paid within thirty (30) days, the Late Payment Charge in Rate LGDS shall apply.
- B. LG&E shall be entitled to draw on the Customer LC with respect to any amount which is not subject to a bona fide dispute and not timely paid in accordance with this Agreement.
- C. Each Party will have the right, at its sole cost and expense and during normal business hours and upon not less than three (3) Business Days' advance notice, to examine the records of the other Party, but only to the extent necessary to verify the accuracy of any statement, charge, computation or demand made under or pursuant to any of the provisions in this Agreement. If any such examination reveals any inaccuracy, the necessary adjustments will be made; provided, however, no adjustments will be made for any inaccuracy claimed unless written notice of such claim is made within six (6) months from the date of such statement, charge, computation or demand is delivered to the Party.

VII. Notices.

All notices relating to this Agreement shall be in writing (unless otherwise specifically permitted herein) and shall be addressed as follows:

Customer

Notices and Invoices:

LG&E

Operational Notices:

Gas Control

Louisville Gas and Electric Company

6900 Enterprise Drive

Louisville, KY 40214
(502) 627-3131

Administrative Notices:
Gas Supply
Louisville Gas and Electric Company
820 West Broadway
Louisville, KY 40202
GasSupply@LG&E-ku.com

VIII. Land Rights.

- A. Customer shall, at its sole cost and expense, procure any additional easement, lease or other property right required by LG&E for the location of the Interconnect Facility, including in connection with the construction, installation, testing, operation, maintenance, repair and replacement or an all-weather road. Any property right that is acquired by Customer pursuant to this Section VIII shall be assigned to LG&E, its assigns or successors prior to construction of the Interconnect Facility.
- B. Prior to negotiating or procuring any property right described in this Section VIII (collectively, “Property Rights”), Customer must obtain written approval from LG&E of the form and substance of the documents used to secure the Property Rights. Absent prior written approval, Customer shall use the terms and conditions of LG&E’s standard templates used to acquire Property Rights.
- C. All pipeline easements, if applicable, will be at least fifty-feet (50’) wide and any interconnect facility site will be at least one-hundred feet (100’) by one-hundred feet (100’) in size, unless the Parties mutually agree in writing to smaller sizes.

IX. Gas Quality Testing.

- A. LG&E may require Customer to test the quality and/or composition of the gas before delivery to LG&E or at any other time as further described in LG&E’s Rate LGDS, and in Exhibit B. LG&E in its sole discretion shall determine the gas quality testing requirements, testing frequency, and testing equipment to be employed by both LG&E and Customer. Such testing requirements may be modified by LG&E according to the source or feedstock of Customer’s gas, the location of Customer’s facility on LG&E’s System, or both. Customer shall notify LG&E of the type and quality of source(s) or feedstock(s) of Customer’s gas so the composition of the gas can be tested for adherence to quality specifications.

- B. LG&E reserves the right to require other gas quality testing requirements, testing methods, frequency of testing, and testing equipment, at LG&E's sole discretion to ensure the safe and reliable operation of LG&E's System.
- C. Customer shall install, maintain, and operate at its own expense gas quality testing equipment. Such equipment shall be so installed upstream of the Interconnect Facility and as not to interfere with the operation of the Interconnect Facility. LG&E shall have access to such measuring equipment at all reasonable hours, but the reading, calibrating, and adjusting thereof shall be done only by Customer. Customer shall calibrate gas quality testing equipment in accordance with manufacturer recommendations and maintain documentation of calibration tests for at least two (2) years from the date of calibration. Gas quality testing results shall be maintained by the Customer for at least two (2) years from the date of the test.
- D. Propane Injection.
 - a. If Customer elects to blend propane with the gas delivered to LG&E System to meet gas quality specifications, Customer shall conduct an engineering analysis to ensure adequate vaporization of propane to its gaseous phase prior to being blended with produced gas and before entering the Interconnect Facility. The engineering shall consider, but not be limited to, the following:
 - i. Maximum/minimum flow rates per hour and per day of delivered gas
 - ii. Pressure of the LG&E pipeline system at the Interconnect Facility and potential downstream dropout of liquid propane.
 - iii. Specific gas quality requirements (e.g., BTU, Wobbe, trace constituents)
 - iv. Possible future changes in flow rates or pressures for Customer or LG&E System.
 - v. Interconnect Facility design that could impact pressure/temperature changes of gas.
 - b. Customer shall monitor temperature and vaporization. LG&E may install temperature monitoring equipment on Customer's premises to monitor propane vaporization in real time. Customer shall maintain documentation for two (2) years after measurements are taken. Customer shall provide historical data to LG&E upon request. See Exhibit C for a reference table of heat content achieved by biomethane and propane blended at specified ratios.

X. Indemnity.

- A. Notwithstanding any other provision to the contrary in this Agreement, each Party (“Indemnifying Party”) agrees to protect, defend, indemnify and hold the other Party (“Indemnified Party”), its directors, officers, employees, attorneys-in-fact, agents, partners and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and attorneys’ fees incurred by the Indemnified Party, its directors, officers, employees, attorneys-in-fact, agents, partners and affiliated companies, in defense of same arising in favor of any governmental agencies, third parties, contractors or subcontractors, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in any way incident to, in connection with, or arising out of the Indemnifying Party’s or its contractor’s or subcontractor’s gross negligence or willful misconduct related to activities performed under this Agreement, except to the extent that any such liability, loss, claim, damage, cost or expense is caused by the gross negligence or willful misconduct of the Indemnified Party. This Section X will survive the expiration or termination of this Agreement.
- B. If an Indemnified Party receives notice or has knowledge of any claim that may result in a claim for indemnification by such Indemnified Party pursuant to this Section X, such Indemnified Party shall, as promptly as possible, give the Indemnifying Party written notice of such claim, including a reasonably detailed description of the facts and circumstances relating to such claim, and a complete copy of all notices, pleadings and other papers related thereto, and shall describe in reasonable detail the basis for its potential claim for indemnification with respect thereto; provided that failure promptly to give such notice or to provide such information and documents shall not relieve the Indemnifying Party from the obligation hereunder to respond to or to defend the Indemnified Party except but only to the extent that the failure to give such notice or provide such information materially impairs the ability of the Indemnifying Party to respond to or to defend such claim. The Indemnifying Party shall, upon its acknowledgement in writing of its obligation to indemnify the Indemnified Party, be entitled to assume the defense or to represent the interests of the Indemnified Party in respect of such claim, which shall include the right to select and direct legal counsel and other consultants, appear in proceedings on behalf of such Indemnified Party and to propose, accept or reject offers of settlement, all at its sole cost, provided that the Indemnifying Party may not agree to an offer of settlement unless such offer of settlement is approved by the Indemnified Party or would result in a full release of the Indemnified Party from any and all liability with respect to such claim.

XI. Insurance.

- A. During the term of the Agreement, Customer shall provide and maintain, on a per occurrence basis, the following minimum insurance (and, except with regard to Workers’ Compensation, naming LG&E as additional insured and waiving rights of subrogation against LG&E and LG&E’s insurance carrier(s)):

(1) Workers' Compensation and Employer's Liability Policy, which shall include:

- 1.1 Workers' Compensation (Coverage A), with statutory limits, and in accordance with the laws of the Commonwealth of Kentucky;
- 1.2 Employer's Liability (Coverage B) with minimum limits of One Million Dollars (\$1,000,000.00) Bodily Injury by Accident, each Accident, One Million Dollars (\$1,000,000.00) Bodily Injury by Disease, One Million Dollars (\$1,000,000.00) Bodily Injury each Employee;
- 1.3 All States Endorsement; and
- 1.4 Thirty (30) Day Cancellation.

(2) Commercial General Liability Policy, which shall have minimum limits of One Million Dollars (\$1,000,000.00) each occurrence; Two Million Dollars (\$2,000,000.00) Products/Completed Operations Aggregate each occurrence; One Million Dollars (\$1,000,000.00) Personal and Advertising Injury each occurrence, in all cases subject to Two Million Dollars (\$2,000,000.00) in the General Aggregate for all such claims, and including:

- 1.1 Thirty (30) Day Cancellation Clause;
- 1.2 Blanket Written Contractual Liability to the extent covered by the policy against liability assumed by Customer under this Agreement;
- 1.3 Broad Form Property Damage;
- 1.4 General Aggregate Limit – Per Project Endorsement (CG2503) and/or Per Location;
- 1.5 Products/Completed Operations coverage shall remain in place for five (5) years beyond the completion of all work;
- 1.6 Additional Insured endorsement CG2010 or CG2037, or its equivalent.

(3) Commercial Automobile Liability Insurance covering the use of all owned, non-owned, and hired automobiles, with a bodily injury, including death and property damage combined single minimum limit of One Million Dollars (\$1,000,000.00) each occurrence with respect to Customer's vehicles assigned to or used in performance of work under this Agreement.

(4) Umbrella/Excess Liability Insurance with minimum limits of Ten Million Dollars (\$10,000,000.00) per occurrence, Ten Million Dollars (\$10,000,000.00) aggregate to apply to employer's liability, commercial general liability, and commercial automobile liability

- 1.1 Products/Completed Operations coverage shall remain in place for five (5) years beyond the completion of all the work.
- 1.2 Must include "Follow Form" provisions.
- 1.3 Total limits can be met by any combination of the underlying primary coverage with umbrella/excess policies.

(5) Pollution (Environmental) Liability Insurance as follows:

If at any time during the contract period the work falls within a pollution exclusion from the policy provided under General Liability policies then Pollution Liability

(Environmental Liability) is required. Coverage should include limits of Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate, for sudden and accidental pollution conditions. Coverage shall include clean-up, bodily injury, property damage, and legal defense expense for sudden and gradual pollution conditions. Coverage shall apply to the cost of defending any claims arising from a pollution incident including costs, charges, and expenses incurred in the investigation, adjustment, or defense of such claims.

Customer shall submit evidence of such coverage(s) of Customer to LG&E within thirty (30) days of the date of this Agreement and, furthermore, Customer shall notify LG&E of any threatened, pending and/or paid claims to third parties, individually or in the aggregate, which otherwise affects the availability of the limits of such coverage(s) inuring to the benefit of LG&E as hereinafter specified.

- A. Coverage Conditions. Except with regard to workers' compensation, Customer shall name LG&E and its Affiliates as additional insured and waive any rights of subrogation against LG&E and its Affiliates and their insurance carriers. All policies will be primary/non-contributory with respect to any insurance available to LG&E and its Affiliates.
- B. Quality of Insurance Coverage. The above policies to be provided by Customer shall be written by insurance companies which are either satisfactory to LG&E or having a Best Rating of not less than "A-,VII". Customer shall provide at least thirty (30) days written notice to LG&E of any cancellation, termination or exhaustion of insurance, or if available limits are reduced below the required amounts in this Agreement. Evidence of coverage, notification of cancellation or other changes shall be mailed to Gas Supply at Louisville Gas and Electric Company, 820 West Broadway, Louisville, Kentucky 40202.
- C. Claims Made Policies. For any of the foregoing policies that are issued on a claims made basis, after termination of this Agreement Customer shall maintain such policies in place (and/or provide comparable tail coverage) for at least five (5) years after all of Customer's obligations under the Agreement have been fulfilled. The retroactive date must be prior to the commencement of any work done on behalf of LG&E.
- D. LG&E reserves the right to request and receive a summary of coverage of any of the above policies or endorsements; however, LG&E shall not be obligated to review any of Customer's certificates of insurance, insurance policies, or endorsements, or to advise Customer of any deficiencies in such documents. Any receipt of such documents or their review by LG&E shall not relieve Customer from or be deemed a waiver of LG&E's rights to insist on strict fulfillment of Customer's obligations under this Agreement.
- E. Customer shall provide notice of any accidents or claims at the Interconnect Facility to Gas Supply at Louisville Gas and Electric Company, 820 West Broadway, Louisville, Kentucky 40202 and LG&E's site authorized representative.

- F. Certificates of Insurance. Customer shall provide certificates of insurance to LG&E for each policy of insurance required and evidence the items noted below:
- a. Each Certificate shall properly identify the certificate holder as LG&E and its affiliates.
 - b. Under no circumstances shall Customer mobilize to the work site (or allow any Subcontractor to mobilize to the work site) prior to submitting Certificate(s) (evidencing the required insurance of Customer or Subcontractor, as applicable) acceptable to LG&E. LG&E retains the right to waive this requirement at its sole discretion.
 - c. Certificate shall evidence thirty (30) days prior notice of cancellation to named insured.
 - d. Certificate shall verify additional insured status on all coverages outlined above.
 - e. Certificate shall verify Blanket Waiver of subrogation – All policies of insurance shall include waivers of subrogation, under subrogation or otherwise, against LG&E and its Affiliates except where not applicable by law.
 - f. Certificate shall verify Primary/Non-contributory wording in favor of LG&E and its Affiliates and their insurance carriers.
 - g. Certificate shall identify policies which are written on a Claims Made coverage form and state the retroactive date.
- G. Self-Insured Retention. Self-Insured retentions are not acceptable without LG&E's consent, except for the Ten Thousand Dollars (\$10,000.00) retention on Umbrella coverage.

XII. Credit.

- A. Customer shall provide to LG&E within three (3) days of the execution of this Agreement and maintain until one hundred eighty (180) days after the expiration or termination of this Agreement an irrevocable, transferable, unconditional standby letter of credit issued by a major U.S. commercial bank or a foreign bank with a major U.S. branch office organized under the laws of the United States or a political subdivision thereof having assets of at least \$10 billion and a credit rating of at least (A) "A3" from Moody's Investor Services, Inc. or any successor thereto, or "A-" from S&P Standard & Poor's Financial Services LLC, and any successor thereto, if such entity is rated by both S&P and Moody's or (B) "A-" by S&P or "A3" by Moody's, if such entity is rated by either S&P or Moody's but not both, with such bank and the form and substance of such letter of credit to be acceptable to LG&E ("Customer LC").
- B. The initial amount of the Customer LC shall be \$ _____. LG&E may, in its sole discretion and upon written notice to Customer, require the amount of the Customer LC to be increased or decreased based on Customer's creditworthiness and performance and Customer's payment obligations to LG&E pursuant to this Agreement. If LG&E provides Customer written notice to increase the amount of the Customer LC, then within [five (5)] Business Days of receipt of such notice Customer shall deliver to LG&E a substitute Customer LC in an amount consistent with LG&E's notice. Upon receipt of

the substitute Customer LC in accordance with this Section XII, LG&E shall return to Customer the previous Customer LC. Customer's failure to obtain or maintain the Customer LC in accordance with the requirements of this Section XII shall be deemed an event of default and LG&E shall have the right to terminate this Agreement within ten (10) days after written notice thereof to Customer.

XIII. Term.

The term, renewal, and cancellation thereof shall be as described in Rate LGDS and all applicable terms and conditions contained in LG&E's "Rates, Terms and Conditions for Furnishing Natural Gas Service."

XIV. Miscellaneous.

- A. Customer represents that it has express authority, under applicable state and local law, to enter into this Agreement with Company. Customer shall indemnify and relieve Company of any liability incurred because of Company's reliance upon Customer's representation that it has express authority to contract with Company.
- B. An express or implied waiver by either Party of any breach of this Agreement, or the failure of either Party to enforce any provision of this Agreement, will not in any way affect, limit or waive that Party's right to thereafter enforce and compel strict compliance with the same or other provisions of this Agreement.
- C. LG&E makes no representation or warranties under this Agreement with respect to the availability of capacity at or downstream, and LG&E shall be under no obligation under this Agreement to modify or expand the existing LG&E System to provide such capacity. The Parties acknowledge and agree that nothing contained in this Agreement shall be construed to obligate LG&E or its affiliates to purchase gas from Customer or for Customer to sell gas to LG&E or for LG&E to provide transportation service to Customer at any time except pursuant to a separate service agreement as may be executed by the respective Parties in accordance with LG&E's Rate LGDS.
- D. Notwithstanding any provision of this Agreement to the contrary, this Agreement and the obligations and duties of the Parties under this Agreement shall not be effective unless and until: (a) LG&E receives this Agreement fully executed by Customer and the Advance Engineering Payment from Customer; and (b) LG&E executes this Agreement.
- E. This Agreement, and any Exhibits hereto, may be executed and delivered by e-mail in portable document format (.pdf) or DocuSign electronic signature system. Any .pdf or DocuSign electronic signatures shall have the same legal effect as manual signatures. Each Party represents that if such Party uses DocuSign electronic signatures system, it will have an agreement in place with DocuSign that adequately protects the confidentiality of the document being sent electronically.

- F. The obligation for Customer to pay LG&E for any amounts due LG&E shall survive its termination.
- G. This Agreement will be construed in accordance with the laws of the Commonwealth of Kentucky, notwithstanding any conflict of law principles that might require the application of the laws of another jurisdiction.
- H. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns; provided, however, that Customer may not assign any of its rights or obligations under this Agreement without the express, written consent of LG&E, which consent will not be unreasonably withheld. No assignment will relieve the assigning Party of any of its duties or obligations under this Agreement.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, each of the Parties has caused its authorized representative to execute this Agreement as of the date first set forth above.

CUSTOMER

Louisville Gas and Electric Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A – High Level Drawing of Interconnect Facility

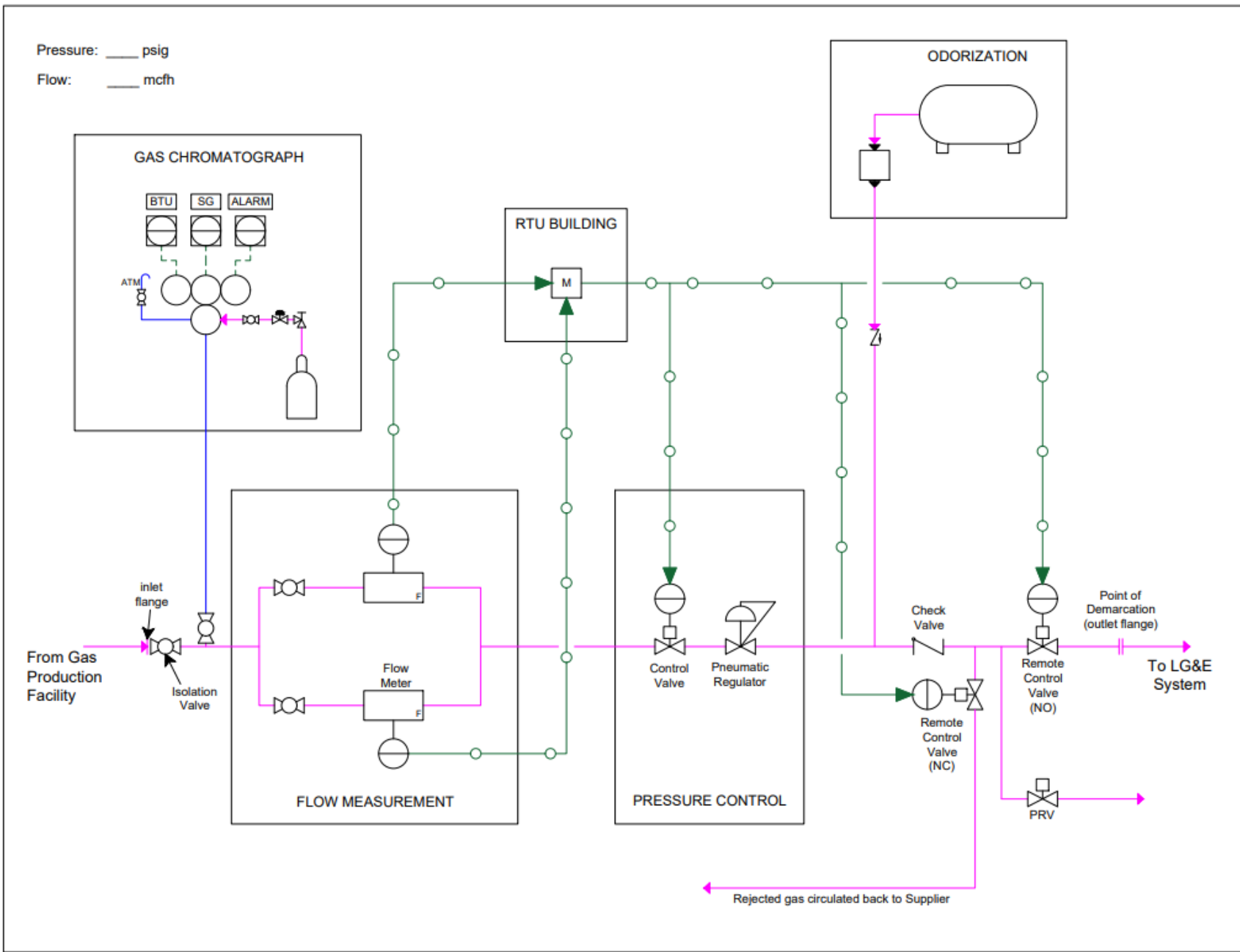


Exhibit B – Verification and Monitoring Program for RNG

Effective _____, Customer and LG&E agree to the following gas quality Verification and Monitoring Program.

Equipment Requirements

Customer shall install, at a minimum, the following on-line, real-time analytical equipment:

- Gas Chromatograph (GC) – 5-minute cycle; SCADA interface and programs for calculations for BTU, Wobbe, inerts (N₂, CO₂, etc.); C1 -C6 measurement
- Oxygen Analyzer
- Sulfur Chromatograph (H₂S included) OR H₂S Analyzer only (laboratory testing for total sulfur)
- Water Vapor Analyzer
- Temperature Measurement
- Redundant H₂S Analyzer

Testing Methods

All RNG entering the LG&E System shall be: 1) continuously monitored through on-line, real-time analysis, and 2) tested through scheduled, periodic field sample and off-site laboratory testing. Table 2 in this Exhibit B defines which components will be continuously monitored and which components will be periodically lab tested. If, in the future, reliable on-line instrumentation for accurate measurement of a component that is periodically lab tested is available, LG&E may elect to install at Customer's cost a suitable on-line analyzer to continuously monitor the component.

RNG will be prevented from entering the LG&E System ("shut-in") if any component is measured outside of the minimum and maximum values established in Rate LGDS. Customer shall be proactive in preventing off-specification RNG from entering the Interconnect Facility to prevent shut-ins. Customer shall maintain its own automatic shut off/RNG diversion protocols, including use of flares, etc.

When RNG is shut-in by LG&E, Customer shall promptly deliver to LG&E a detailed report describing the cause of a component being out of specification, steps taken by Customer which rectified the situation, and an upgraded process/operation/maintenance plan to ensure that the component will not be out of specification again.

Testing which requires laboratory analysis shall performed in accordance with standard industry practice. Proper field sample collection, sample handling and preservation, sample packaging (cooling, etc.) and sample delivery must be performed with care, and individuals performing these tasks must be qualified and properly trained. An independent third party will certify the composition of RNG based on analysis using industry standard test methods. Before sample collections begin, LG&E will approve the location where samples will be retrieved and who will collect the samples. Samples shall be collected post-conditioning and prior to odorization. To the extent possible, the same sample collection team will be used throughout the Verification and Monitoring process, to ensure consistency in sample collection. All samples shall be properly

Exhibit B – Verification and Monitoring Program for RNG

shipped to an independent third party for laboratory analysis; analyses shall be performed using the assigned methodology noted in Table 2 of this Exhibit B or equivalent industry standard analytical method, as approved by LG&E. Customer shall inform LG&E in advance of the time(s) and place(s) Customer will collect gas samples for analysis to allow LG&E to observe such collection(s). Customer shall bear the cost of its own testing and will reimburse LG&E for the cost of any testing incurred by LG&E. Customer shall provide the results of any testing to LG&E at LG&E's request, and LG&E may audit such results.

All samples shall be collected in triplicate. This means, for each sampling event, for each component, three samples are retrieved (concurrently or one right after the other in sequence). The results of the three samples are then averaged. Additionally, there is no option to “throw out” one of the data points if it is excessively high or low unless it is approved by LG&E. In the case of testing for components where the data is retrieved from the same analytical method, samples for these may be collected in triplicate, but tested together.

Samples shall be collected in even intervals over the duration of the testing Phase or Monitoring Period. When weekly lab testing is required, samples shall be collected on the same day of each week. For monthly lab testing, the time between sample collections shall be at least 20 days and not more than 40 days. For quarterly lab testing, the time between sample collections shall be at least 75 days and not more than 105 days. For bi-annual lab testing, the time between sample collections shall be at least 160 days and not more than 200 days. For annual lab testing, the time between sample collections shall be at least 335 days and not more than 395 days.

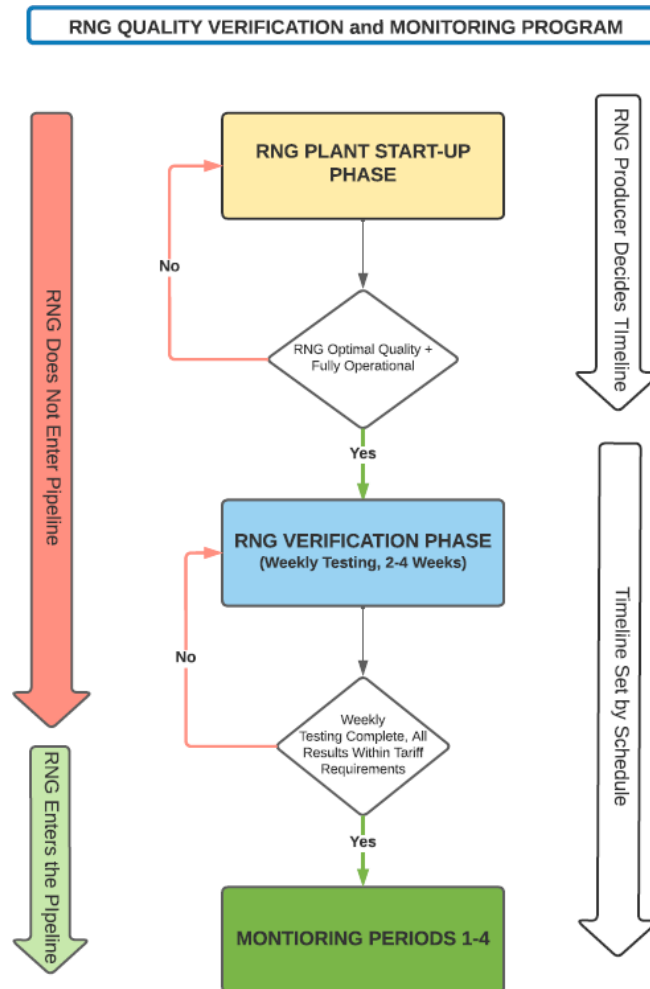
Sampling methods and analytical test methods may be modified or changed over time, based upon updates in test methods and technology. Any changes in test methods must be approved by LG&E.

Verification and Monitoring Program

There are three distinct phases of the Verification and Monitoring Program: 1) the RNG Plant Start-Up Phase (conditioning unit is running optimally and ready to be tested for performance), 2) the RNG Verification Phase (four weeks of rigorous RNG analytical testing; gas does not enter the pipeline), and 3) Monitoring Periods 1 – 4 (RNG enters the pipeline continuously). The three phases of the Verification and Monitoring Program encompass testing over a total of the first three (3) years (and beyond) of the RNG production facility's operation.

Table 1 below provides an overview of the Phases of the Verification and Monitoring Program.

Exhibit B – Verification and Monitoring Program for RNG



RNG PLANT START-UP PHASE

This is the Phase just prior to rigorous gas testing and prior to gas entering LG&E’s System. During this Phase Customer will perform analytical testing of RNG, testing all components of its cleanup unit, coordinating, and harmonizing on-line analytical equipment with LG&E, and preparing for the RNG Verification Phase. RNG produced during this Phase will not enter LG&E’s System so there is no penalty to the Customer such as “shut-in” if the RNG does not meet specifications. Disposal or fate of RNG produced during this time will be the responsibility of Customer. The timeline for this Phase is at the discretion of Customer. The length of time for this Phase is variable and depends upon the ability of Customer to yield an RNG product which reliably meets requirements for gas quality set forth in Rate LGDS. The Customer must also provide to LG&E the *RNG Plant Operation Document* more fully described below.

During this time, LG&E may request that samples of *raw biogas* be tested for compliance with the gas quality requirements of Rate LGDS.

During this Phase, Customer shall prepare and deliver to LG&E an *RNG Plant Operation Document* which is comprised of the following, at a minimum:

1. A detailed description of the *anticipated RNG composition*:
 - a. The anticipated RNG composition will be prepared with strict adherence to the gas quality specifications in Rate LGDS.
 - b. In order to fulfill this requirement, the RNG must be fully tested for all components. See Table 2, *LG&E RNG Quality Parameters with Testing Methodology*, set forth in this Exhibit B for approved testing methods for each component of the gas quality specification in Rate LGDS.
2. Notification of planned RNG plant shut-down, even for a very short period of time including the anticipated timing and duration of each planned shut-down.
3. A detailed description of contingency plans for plant disruptions, including key contact personnel, 24-hour phone numbers and chains of command.
4. A listing of all gas analysis equipment and analysis cycles (time between analyses). Specifics pertaining to inspections, calibration, and adjustments to the equipment on a regular basis shall be included.
5. Details of the remote transmittal of RNG quality data/flow data to LG&E.
6. A detailed emergency plan, in case of system/facility failure, fire, etc.
7. Details of Customer's remote gas shut-in system (including process plan, schematics).
8. Details of Customer's gas metering equipment.
9. Details, if applicable, of Customer's propane vaporization and blending equipment.
10. Other details as requested by LG&E, specific to the site.

RNG VERIFICATION PHASE

This Phase includes the first 4 weeks of RNG production; RNG is tested for compliance with the gas quality requirements of Rate LGDS by LG&E, or by Customer, and results are shared with LG&E for confirmation. Customer will concurrently monitor gas quality through on-line instrumentation and laboratory testing, as defined in Table 2 of this Exhibit B. During this phase, gas is tested for quality, but will not enter LG&E's System. To satisfy the requirements of this program, the entire RNG plant does not need to be running for this Phase of testing to occur, but Customer shall make reasonable efforts to produce RNG continuously with at least 70% uptime to be compliant with the Phase. LG&E requires 100% uptime for the final week of testing only. Disposal or fate of RNG produced during this time will be the responsibility of Customer.

During the RNG Verification Phase, RNG shall be tested every week for all components in the gas quality specification in Rate LGDS with continuous on-line testing and laboratory testing. RNG produced must meet the gas quality specification for four consecutive weeks. If, at any time, the RNG does not meet the requirements set forth in the gas quality specification in Rate LGDS, testing shall continue on a weekly basis until four consecutive weeks of results are in alignment with the gas quality specification in Rate LGDS. The RNG Verification Phase shall continue until all analytical results are received and reviewed by all parties.

RNG MONITORING PERIODS

RNG Monitoring Periods begin after the RNG Verification Phase is completed. Monitoring Periods 1 through 4 will be completed in succession, with Monitoring Period 4 continuing for the term of this Agreement. RNG will enter LG&E System during this Phase. Components in the gas quality specification set forth in Rate LGDS that can be continuously monitored will be continuously monitored throughout this Phase. Components that require lab testing will be tested at the frequencies described below, which are dependent upon the feedstock used to produce the RNG. If one component fails to meet the gas quality specification as set forth in Rate LGDS, then testing for all components returns to the schedule in the previous Monitoring Period.

Monitoring Period 1, Month 1– 6

The duration of Monitoring Period 1 is six months. For RNG produced from a landfill, wastewater treatment sludge, or a mixed waste feedstock, sample collection for periodic lab testing is BI-WEEKLY for 6 months. For RNG produced from live animal manure or industrial-grade food waste, sample collection for periodic lab testing is MONTHLY for 6 months.

Monitoring Period 2, Month 7 - 18

Upon successful completion of Monitoring Period 1, Customer's RNG will be monitored with a less stringent frequency for the next 12 months (**MONITORING PERIOD 2**). For RNG produced from a landfill, wastewater treatment sludge, or a mixed waste feedstock, sample collection for periodic lab testing is MONTHLY for 12 months, with the exception of hydrogen sampling and periodic lab testing, which will be on a quarterly basis. For RNG produced from live animal manure or industrial-grade food waste, sample collection for periodic lab testing is QUARTERLY for 12 months.

Monitoring Period 3, Month 19 - 36

Upon successful completion of Monitoring Period 2, Customer's RNG will be monitored with a less stringent frequency for the next 18 months (**MONITORING PERIOD 3**). For RNG produced from a landfill, wastewater treatment sludge, or a mixed waste feedstock, sample collection for periodic lab testing is QUARTERLY for 18 months. For RNG produced from live animal manure or industrial-grade food waste, sample collection for periodic lab testing is BI-ANNUALLY for 18 months.

Monitoring Period 4, Remaining Term of Agreement

Upon successful completion of Monitoring Period 3, the RNG will be monitored with a less stringent frequency for the remaining term of this Agreement (**MONITORING PERIOD 4**). For RNG produced from all sources, sample collection for periodic lab testing is ANNUAL.

Exhibit B – Verification and Monitoring Program for RNG

Table 2: LG&E RNG QUALITY PARAMETERS WITH TESTING METHODOLOGY¹							Testing Required: Biogas Source X= Testing Required				
Gas Quality Constituent	Reference	Specific Tariff Limit or Assigned Value	Test Sampling Method¹	Field Instrument/ Laboratory Analytical Method¹	Sampling Material or Devise for Laboratory Analysis	Comments	Landfill	WWT Sludge AD	Mixed Waste AD²	LA M, IGF W³	Muni. Organic Waste⁴
High Heating Value (HHV)	Reference 5	1035 BTU/scf	Online Gas Chromatography - LG&E Approved; Calculation	ASTM D3588	NA	Standard Procedure	X	X	X	X	X
Wobbe Number	Published Tariff	1336 BTU/scf	Calculation	ASTM D3588	NA	Standard Procedure	X	X	X	X	X
Carbon Dioxide (CO2)	Published Tariff	2 vol%	Online Gas Chromatography/Thermal Conductivity Detector or online analyzer	ASTM D1945/D1946	Steel Cylinder	Standard Procedure	X	X	X	X	X
Oxygen (O2)	Published Tariff	0.2 vol%	Online Gas Chromatography/Thermal Conductivity Detector or online analyzer	ASTM D1945/D1946 in laboratory; various online for field analysis	Steel Cylinder	Standard Procedure	X	X	X	X	X
Nitrogen (N2)	Published Tariff	2 vol%	Online Gas Chromatography/Thermal Conductivity Detector	ASTM D1945/D1946	Steel Cylinder	Standard Procedure	X	X	X	X	X

Exhibit B – Verification and Monitoring Program for RNG

			or online analyzer								
Total Inerts (CO2+N2+O2)	Published Tariff	4 vol%	Online Gas Chromatography/Thermal Conductivity Detector or online analyzer	ASTM D1945/D1946 plus total fro	Steel Cylinder	Standard Procedure, add all inerts	X	X	X	X	X
Hydrogen Sulfide	Published Tariff	.25 grains/100scf	Online Gas Chromatography/Thermal Conductivity Detector or online analyzer	ASTM D6228/D5504/various online for field analysis	Sulfinert Steel Cylinder	Standard Procedure	X	X	X	X	X
Total Sulfur Compounds, as sulfur	Published Tariff	5 grains/100scf	Online Gas Chromatography/Thermal Conductivity Detector or online analyzer	ASTM D6228/D5504/various online for field analysis	Sulfinert Steel Cylinder	Standard Procedure	X	X	X	X	X
Water Content	Published Tariff	7 lbs/MMscf	Online Analyzer	ASTM D1142 or ASTM D5454	Hygrometer	Standard Procedure	X	X	X	X	X
Delivery Temperature	Published Tariff	<90 and >40 Fahrenheit	Online Analyzer	RTD in meter tube thermo well or similar/company preference	Continuous Online	Temperature of the injection gas	X	X	X	X	X
Particulates/Biologicals	Ref. 1, 2	Commerically Free Of...				In-line filter recommended prior to gas introduction; Total corrosion can be monitored by EA/EM in-line coupon	X	X	X	X	X
Ammonia	Ref. 3, 4	0.001 vol% 10 ppmV	AAS/Ion Chromatography	OSHA ID-188 NIOSH	Glass Tubes Glass	Analytical Method pairs with Sampling	X	X	X	X	X

Exhibit B – Verification and Monitoring Program for RNG

				6015 EPA M26	Tubes Mod. EPA Method 26 (Impingers)	Method; EPA Method is impinger method					
Hydrogen	Ref. 3, 4	0.1 Vol %	Gas Chromatography/Thermal Conductivity Detector	ASTM D1945/D1946	Tedlar Bag/Cylinder/Check with your Laboratory	Specific to pipeline integrity	X	X	X	X	X
Siloxanes	Ref. 5	0.5 mg Si/m ³	Gas Chromatography/Mass Spectrometry	ASTM D8230-19	Tedlar bag - Analysis within 72 hours; Sample cylinder - check with your laboratory for holding times, options	ASTM recently approved method	X	X	(X) ₆		(X) ₆
Halocarbons - Halogens	Ref. 6, 7, 8	Chlorine: 10 mg/m ³ TOTAL Fluorine: 10 mg/m ³ TOTAL	Gas Chromatography/Mass Spectrometry	EPA TO-15 ⁵	5-L Tedlar Bag; Summa Canisters. Impinger method in field: EPA Method 26/26A	Impinger method preferred. However, total Cl and F can also be quantified from TO-15 results.	X	X	(X) ₆		(X) ₆
Mercury	Ref. 3, 4	0.08 mg/m ³	Atomic Adsorption Spectroscopy	ASTM D5954	Gold Plated Silica Beads		X	X	(X) ₆		(X) ₆
Arsenic	Ref. 3, 4	0.19 mg/m ³ or 0.06 ppmv	Atomic Adsorption Spectroscopy/ICAP	EPA Method 29 Modified	EPA Method 29		X	X	(X) ₆		(X) ₆
Copper	Ref. 3, 4	0.60 mg/m ³ or 0.23 ppmv	Atomic Adsorption Spectroscopy/ICAP	EPA Method 29 Modified	EPA Method 29		X	X	(X) ₆		(X) ₆

Specification References

¹Sampling methods and analytical testing methods for trace constituents may be updated over time.

Alternative methods must be approved by LG&E.

Exhibit B – Verification and Monitoring Program for RNG

- Reference 1 GTI, Feb. 2009 ² Mixed Waste AD=organics from a variety of sources of unknown quality (i.e, WWT sludge+muni. organic waste, etc.); must verify biogas to qualify for reduced Ver. Testing
- Reference 2 GTI, Dec. 2009 ³ Includes LAM AD, Industrial-Grade Food Waste (IGFW) AD or a combination of these sources only.
- Reference 3 Rule 45, SoCal ⁴ Includes collection of organics from community programs, "green bin" programs/consumer separated organic wastes.
- Reference 4 Rule 29, PG&E ⁵TO-15 with calculation for total chlorine and fluorine, considering molecular weight and % of total compound, unless impinger method is used
- Reference 5 CCST, 2018 ⁶ (X)=Careful examination of incoming organics to the digester; *reduced program approved ONLY if incoming organics/biogas proven free of trace constituents in LG&E Specification* ; LG&E may verify.
- Reference 6 MarcoGaz, AFSSET, 2006
- Reference 7 CGA, 2011
- Reference 8 BNQ 3672-100/2012

Exhibit C – Propane Blending

Heat Content Achieved by Biomethane and Propane Blended at Specified Ratios

	Gas Stream Blend Ratio							
% Biomethane	97.0%	96.5%	96.0%	95.5%	95.0%	94.5%	94.0%	93.5%
% Propane	3.0%	3.5%	4.0%	4.5%	5.0%	5.5%	6.0%	6.5%
Biomethane Heat Content	Resulting Blended Gas Heat Content (Btu/scf)							
950 Btu/scf	997.0	1004.8	1012.6	1020.5	1028.3	1036.1	1044.0	1051.8
955 Btu/scf	1001.8	1009.6	1017.4	1025.2	1033.1	1040.9	1048.7	1056.5
960 Btu/scf	1006.7	1014.5	1022.2	1030.0	1037.8	1045.6	1053.4	1061.1
965 Btu/scf	1011.5	1019.3	1027.0	1034.8	1042.6	1050.3	1058.1	1065.8
970 Btu/scf	1016.4	1024.1	1031.8	1039.6	1047.3	1055.0	1062.8	1070.5
975 Btu/scf	1021.2	1028.9	1036.6	1044.3	1052.1	1059.8	1067.5	1075.2
980 Btu/scf	1026.1	1033.8	1041.4	1049.1	1056.8	1064.5	1072.2	1079.8
985 Btu/scf	1030.9	1038.6	1046.2	1053.9	1061.6	1069.2	1076.9	1084.5
990 Btu/scf	1035.8	1043.4	1051.0	1058.7	1066.3	1073.9	1081.6	1089.2
<ul style="list-style-type: none"> All values are in Btu/scf unless otherwise noted. Calculations were performed using a heat value of propane as 2516 Btu/scf, per the EIA as published on September 13, 2023. 								