

WN U-2

Original Sheet No. 154

**PUGET SOUND ENERGY, INC.  
Natural Gas Tariff**

**SCHEDULE NO. 54  
Optional Gas Compression Service**

(N)

**Section 1 – Availability**

1. Throughout the territory served by the Company, at the request of the Customer who meets the requirements and responsibilities for service outlined in Section 1 (Availability) and Section 9 (Natural Gas Compression Service Agreement, at paragraph 8, *Location for Compression Facilities and Property Rights*, and paragraph 9, *Access to Customer's Site*, and paragraph 12, *Customer Responsibilities*), of this tariff schedule, the Company shall provide compression service for any Customer who desires compressed natural gas (as more fully described below) that enables fueling of natural gas motor vehicles from the Company's compression facilities located on the Customer's premises. Provision of such service by the Company shall be subject to (a) the Customer's pre-qualification by the Company and to entry by the Customer into a Natural Gas Compression Service Agreement ("Natural Gas Compression Service Agreement" or "Agreement" herein) with the Company substantially in the form set forth in Section 9 of this Schedule for a minimum Term of ten (10) years, unless the Company, in its sole determination, agrees to a shorter term, and (b) receipt by the Company of necessary documentation including, but not limited to, required insurance certificates. The Company shall maintain the Agreement as, and the Agreement shall constitute, a service contract in accordance with WAC 480-80-141.
2. The Compressed Natural Gas Service ("CNG Service") provided under this Schedule is a Gas Service that consists of Company-provided natural gas conditioning/drying and compression service to increase the pressure of the natural gas delivered to the Customer, in accordance with Rule No. 18, Measurement of Gas Service, for use by the Customer for the refueling of natural gas vehicles ("NGVs"), including Customer-owned, Customer-operated, or other NGVs upon approval of the Company. Natural gas for CNG Service will be delivered on the Company's system pursuant to a rate schedule (or contract thereunder) other than this Schedule to the Customer through a Company-owned meter set assembly at low pressure unless a contract for higher pressure delivery is executed.
3. The CNG Service shall be provided to the Customer solely by facilities owned and maintained by the Company. CNG Service will only be available if the Company is able to obtain facilities and contract for operation and maintenance of those facilities that are necessary to provide CNG Service.
4. The supply or delivery of natural gas for CNG Service under this Schedule shall be provided by the Company under the Customer's Gas Service account, in accordance with the provisions of the Company's Natural Gas Tariff ("Tariff"), and shall be separately metered from other Gas Service accounts at the delivery location prior to reaching the Company's CNG Service Facilities as defined in the Agreement. Any extensions of the Company's natural gas distribution system to enable the Company to deliver or supply natural gas for CNG Service at the Site are pursuant to Rule No. 7, Extension of Distribution Facilities.

(N)

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Natural Gas Tariff**

**SCHEDULE NO. 54**

(N)

**Optional Gas Compression Service (Continued)**

5. The Customer, by requesting CNG Service, authorizes the Company to take actions necessary to determine whether Customer pre-qualifies for CNG Service. Such actions may include, without limitation, the Company's obtaining reports regarding Customer's creditworthiness.
6. CNG Service may be denied, suspended or discontinued, for nonpayment, unsafe apparatus, unsafe site conditions, for reasons in accordance with Rule No. 15, Discontinuance of Service, upon termination of the Customer's insurance coverage, for reasons provided in WAC chapter 480-90 or as otherwise provided in the Agreement.

**Section 2 – Rates and Charges:**

1. The rates and charges described herein for CNG Service are not subject to adjustment by Schedule No.1, Tax Adjustment. Pursuant to Section 1, paragraph 4, above, CNG Service charges are in addition to rates and charges for Gas Service.
2. The rates and charges described herein shall commence on the date by which the Company has completed all installations, tests and other preparations for providing the CNG Service ("CNG Service Commencement Date").
3. For purposes of charges for CNG Service under this Schedule, the measurement of compression service throughput shall be expressed in therms, each therm being equivalent to 100,000 British thermal units. Compression service throughput shall be metered using the same Company-owned metering equipment used to meter the delivery or supply of natural gas for CNG Service and shall be equal to the therms of Gas Service provided to the Customer. Table 2 of Exhibit A to the Agreement shall reflect the number of therms the Customer agrees to use per month and per year (the "Contracted Volume").
4. The monthly charge for CNG Service includes the elements described in subsections a, b, c and d below, as further described in paragraphs 5, 6 and 7 of this Section below.
  - a. Contract Administration Charge: \$44.71 per month
  - b. Contracted Volume Compression Charge: a CNG Fixed Charge per month or a CNG Volumetric Charge for therms, up to the monthly Contracted Volume (as set forth in the Agreement), compressed during the billing period per month. The Customer's choice of CNG Fixed Charge or CNG Volumetric Charge, together with the monthly Contracted Volume, shall be as specified in the Agreement.
  - c. Annual Minimum Contracted Volume Compression Charge: a charge equal to the product of CNG Volumetric Charge and the annual compressed volume difference as calculated pursuant to paragraphs 6 and 7 of this Section below per year.

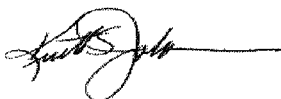
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**SCHEDULE NO. 54**

**Optional Gas Compression Service (Continued)**

(N)

- d. Incremental O&M Charge: A charge per month per therm for the therms compressed during the billing period exceeding the Contracted Volume for the month at the Incremental O&M Charge specified in the Agreement. For purposes of this Schedule, "O&M" means operation, preventative maintenance and corrective maintenance.
5. For a Customer with the CNG Fixed Charge payment option for the Contracted Volume Compression Charge, the minimum monthly charge under this Schedule shall be equal to the sum of the Contract Administration Charge, the CNG Fixed Charge, and the applicable Incremental O&M Charge for such month.
6. For a Customer with the CNG Volumetric Charge payment option for the Contracted Volume Compression Charge, the minimum monthly charge under this Schedule shall be equal to the sum of the Contract Administration Charge, the CNG Volumetric Charge, and the applicable Incremental O&M Charge for such month, plus, for the billing month where the annual true up occurs, the applicable Annual Minimum Contracted Volume Compression Charge calculated in accordance with Section 4 of this Schedule. The Annual Minimum Contracted Volume Compression Charge shall be applied in the billing period following the annual anniversary of the CNG Service Commencement Date.
7. The charges for the Annual Minimum Contracted Volume Compression Charge shall not be prorated or otherwise reduced for periods of less than one full year. The charges for the Contract Administration Charge and the Contracted Volume Compression Charge shall not be prorated or otherwise reduced for periods of less than one full month.
8. For the Term (as defined in the Agreement) of the Agreement with Customer, except for the Contract Administration Charge, the Incremental O&M Charge and any adjustment of the O&M Component of the Contracted Volume Compression Charge (as described in Section 3 below), CNG Service to the Customer shall be treated in accordance with the version of this Schedule or other rule governing CNG Service in effect at the time the Agreement between the Company and the CNG Service Customer is entered into.

**Section 3 – Calculation of Contract Administration Charge, Contracted Volume Compression Charge, and Incremental O&M Charge:** The CNG Pricing Model, an economic test based upon a discounted cash flow calculation with consideration of the estimated annual CNG Service volume and the estimated Company costs and expenses of providing the CNG Service for the Customer specified in

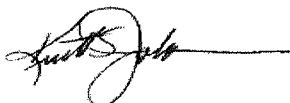
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Natural Gas Tariff**

**SCHEDULE NO. 54  
Optional Gas Compression Service (Continued)**

(N)

the Natural Gas Compression Service Agreement between the Company and the Customer shall be used to determine the level of the Contracted Volume Compression Charge requirement and calculate the CNG Fixed Charge, the CNG Volumetric Charge, the CNG Volumetric Rate and the Incremental O&M Charge (the "CNG Pricing Model"). The Customer may elect to pay the Contracted Volume Compression Charge as a CNG Fixed Charge or a CNG Volumetric Charge, which election must be exercised at the time the Agreement is entered into by the Customer and which election will apply during the entire Term of the Agreement. The Contract Administration Charge will be applied as a fixed monthly charge during the contract term. The Company shall have the right to verify all information that is provided by the Customer and used in the calculation of Contracted Volume Compression Charges, including but not limited to the Customer's natural gas vehicle profile and fueling practices.

The Contract Administration Charge consists of the fairly allocated share of corporate billing and collection expenses, general and administrative expenses, and general corporate expenses related to providing the service.

The Contracted Volume Compression Charge calculation, for each of the CNG Fixed Charge and the CNG Volumetric Charge, is designed to provide a charge that recovers the capital costs of providing the Compression Service for the Customer, including direct and overhead costs equipment, equipment procurement, outside contractors, and related PSE labor and that meets the Company's then-current system average rate of return as authorized by the Washington Utilities and Transportation Commission ("WUTC"). A copy of the CNG Pricing Model in electronic medium is on file with the WUTC.

The "O&M Component" is included in the Contracted Volume Compression Charge calculated by the CNG Pricing Model and is based on the direct cost of the Company's contract for O&M services, required PSE labor, and appropriate overhead costs. The Company's O&M contract may be for a term shorter than the Term of the Agreement with the Customer. If the Company's O&M contract is renegotiated or replaced at an O&M cost less than originally included in the CNG Pricing Model, the Company shall re-run the model including only the revised O&M contract cost to determine prospectively a revised O&M Component. If the Company's O&M contract is renegotiated or replaced at an O&M cost more than originally included in the CNG Pricing Model, the Company may, at its election, re-run the model including only the revised O&M contract cost to determine prospectively a revised O&M Component.

(N)

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**SCHEDULE NO. 54  
Optional Gas Compression Service (Continued)**

(N)

The "Incremental O&M Charge" is calculated by the CNG Pricing Model and is based on the cost of the Company's contract for O&M services. The Company's O&M contract may be for a term shorter than the Term of the Agreement with the Customer. If the Company's O&M contract is renegotiated or replaced at an O&M cost less than originally included in the CNG Pricing Model, the Company shall re-run the model including only the revised O&M contract cost to determine prospectively a revised Incremental O&M Charge. If the Company's O&M contract is renegotiated or replaced at an O&M cost more than originally included in the CNG Pricing Model, the Company may, at its election, re-run the model including only the revised O&M contract cost to determine prospectively a revised Incremental O&M Charge.

**Section 4 – Annual Review of Compressed Natural Gas Volume for Customer with CNG**

**Volumetric Charge Payment Option:** The Annual Minimum Contracted Volume Compression Charge shall be charged every year in the billing period following the anniversary of the CNG Service Commencement Date. The Annual Minimum Contracted Volume Compression Charge shall apply when the "CNG Volume Deficiency" is a positive number. The CNG Volume Deficiency is determined as follows: the actual total therms provided as CNG Service to the Customer in the 12 months ending on the annual anniversary of the CNG Service Commencement Date is subtracted from the annual Contracted Volume specified for such 12-month period in the Agreement with the Customer. The Annual Minimum Contracted Volume Compression Charge shall be the product of the CNG Volume Deficiency multiplied by the CNG Volumetric Charge specified in the Agreement with the Customer.

**Section 5 – Term, Interruption or Termination of Compression Service:** The Natural Gas Compression Service Agreement with the Customer shall specify the term of CNG Service. Conditions or events that may result in or cause interruption or termination of CNG Service include, but are not limited to, those conditions or events listed in the Agreement, failure or maintenance of the compression facilities, interruption of electric or natural gas service, or force majeure conditions.

**Section 6 – Adjustments:** Rates in this schedule and those rates reflected in the schedules for natural gas service and CNG Service to which the charge in the Rates and Charges section above apply, are subject to adjustment by such other schedules and supplemental schedules in the Tariff as may apply.

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**PUGET SOUND ENERGY, INC.**  
**Natural Gas Tariff**

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**SCHEDULE NO. 54** (N)  
**Optional Gas Compression Service (Continued)** |

**Section 7 - General Rules and Regulations:** CNG Service under this Schedule is subject to the rules and regulations contained in Company's Tariff, as they may be modified from time to time, and to other schedules of the Tariff that may from time to time apply to the CNG Service. |

**Section 8 - Exception:** The Rates and Charges specified in Section 2 above do not include the federal and Washington state taxes and fees imposed on alternative fuel vehicles or fuel sold in Washington for motor vehicle use ("Governmental Taxes and Fees"). The Customer shall be responsible for the payment of Governmental Taxes and Fees and for compliance with the reporting requirements associated with such taxes and fees. If such taxes and fees are considered additional gross revenue to Puget Sound Energy, Inc., the taxes and fees shall be grossed up for other applicable taxes and fees. | (N)

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**PUGET SOUND ENERGY, INC.  
Natural Gas Tariff**

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**SCHEDULE NO. 54**  
**Optional Gas Compression Service (Continued)**

(N)

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**Section 9 – Natural Gas Compression Service Agreement:**

(N)

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**PUGET SOUND ENERGY, INC.  
Natural Gas Tariff**

Agreement No. \_\_\_\_\_ (N)

**NATURAL GAS COMPRESSION SERVICE AGREEMENT**

This Natural Gas Compression Service Agreement ("Agreement") is made and entered into as of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between Puget Sound Energy, Inc. (the "Company"), a Washington corporation, and \_\_\_\_\_, a \_\_\_\_\_ ("Customer"), for natural gas compression services ("Compressed Natural Gas Service" or "CNG Service") provided by the Company under its Natural Gas Schedule No. 54 (the "Schedule") at the Customer's premises located at \_\_\_\_\_, \_\_\_\_\_, WA (the "Site"). The Company and the Customer are sometimes referred to in this Agreement individually as "Party" and together as "Parties." The anticipated date on which the Company will first be ready to provide the CNG Service for refueling natural gas vehicles at the Customer's Site is \_\_\_\_\_, 20\_\_. The actual date on which the Company will first be ready to provide CNG Service to the Customer is the "CNG Service Commencement Date." The CNG Service rates and charges shall apply beginning on the CNG Service Commencement Date.

**AGREEMENT**

In consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1) **CUSTOMER - GENERAL REQUEST** Customer plans to fuel a fleet of vehicles with compressed natural gas ("CNG") in accordance with the plan set forth in the attached Exhibit A - Customer CNG Vehicles Profile and Projection, which exhibit is by this reference made a part of this Agreement, and Customer may, in addition, offer CNG for vehicle fuel to the public upon approval of the Company. Customer is an applicant for Gas Service (as defined in the Tariff) provided by the Company for natural gas supply or delivery at the Site and desires CNG Service to be provided by the Company at the Site together with such natural gas supply or delivery. This Agreement is only for CNG Service and the delivery or supply of natural gas to the Site, or any necessary upgrades or extensions are provided pursuant to other provisions of the Company's Natural Gas Tariff or by a separate agreement.
- 2) **COMPANY - GENERAL OBLIGATION** The Company shall provide the CNG Service through the ownership, maintenance, and operation of natural gas compression facilities ("CNG Service Facilities") consistent with this Agreement and its regulatory rules and requirements, including,

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**Natural Gas Tariff**

without limitation, the Schedule and the Tariff. The CNG Service Facilities are further described in Exhibit B - Technical Services Scope of Work, attached to this Agreement and by this reference made a part hereof. CNG Service Facilities to be placed on Customer's Site in order to provide CNG Service include, but are not limited to:

- a. Compressors, gas dryers, storage vessels, dispensing equipment and any other equipment needed to supply gas pressure to the Site at times and levels required by Customer's operations and agreed to by the Company [and specified in Exhibit B - Technical Services Scope of Work]; and
  - b. Other associated equipment that may be requested by Customer and agreed to by the Company.
- 3) **LOCATION** The location of CNG Service Facilities at the Site is as described in Exhibit C - Location of the Company's CNG Service Facilities at Customer Site, attached to this Agreement and by this reference made a part hereof.
- 4) **ENTIRE AGREEMENT** This Agreement, the Schedule, the Tariff and other applicable schedules, codes and rules referred to in this Agreement represent the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersede any and all prior or contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to such subject matter. In all matters not specifically agreed to or identified in this Agreement (including but not limited to natural gas consumption), the Washington Administrative Code ("WAC") and the Tariff (including all applicable rate schedules thereto) shall govern this Agreement. Any conflict in terms between this Agreement and the Company's Tariff shall be resolved in favor of the Tariff.
- 5) **TERM** This Agreement shall commence as of the Effective Date and shall remain in effect during the period ending on the \_\_\_\_\_ anniversary of the CNG Service Commencement Date (the "Initial Term"), unless terminated earlier in accordance with the terms of this Agreement or the Schedule. At the end of the Initial Term, this Agreement shall automatically renew for successive \_\_\_\_\_-month terms (each a "Renewal Term") unless either Party provides at least \_\_\_\_\_ months' prior written notice to the other Party of the termination or this Agreement. The Initial Term and all Renewal Terms are sometimes referred to in this Agreement collectively as the "Term."

(N)

(N)

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**Natural Gas Tariff**

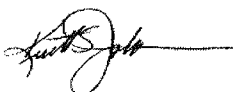
- 6) **OWNERSHIP; TAXES; LIMITED SCOPE** The equipment and facilities described in Exhibit B to this Agreement, together with any replacements, upgrades, repairs and other modifications thereof, shall remain the personal property of the Company at all times. Customer shall be responsible for the payment of any real property taxes applicable to the Site and all other taxes and fees on natural gas vehicles ("NGVs") or alternative fuel for vehicle use to the extent that such taxes and fees are not otherwise included in payments made by Customer pursuant to this Agreement or otherwise recovered from Customer under the applicable rate schedule(s) of the Tariff. Except as specifically set forth in this Agreement, no rights, title or interests in or to the Company's CNG Service Facilities shall be granted to Customer under this Agreement. (N)
- 7) **PRICING** The monthly Contracted Volume shall be as set forth in Exhibit A. For CNG Service, Customer agrees to pay (a) the Contract Administration Charge, the applicable Incremental O&M Charge at \_\_\_\_\_ per month per therm for therms exceeding the monthly Contracted Volume, and the monthly and annual minimum charges, all as specified in the Schedule, and (b) the monthly Contracted Volume Compression Charge as indicated below (check one):
- CNG Fixed Charge: Customer agrees to make a fixed Monthly Payment of \$\_\_\_\_\_ for the Initial Term or for Renewal Terms of this Agreement.
  - CNG Volumetric Charge: Customer agrees to pay a CNG Volumetric Rate of \$\_\_\_\_\_ per therm compressed up to the monthly Contracted Volume for the Initial Term or for Renewal Terms of this Agreement.
- All payments for CNG Service are in addition to other applicable Gas Service charges and electric service charges.
- 8) **LOCATION FOR COMPRESSION FACILITIES AND PROPERTY RIGHTS** Customer shall provide an appropriate location for the safe and secure placement and operation of CNG Service Facilities as required by the Company. The Customer shall provide to the Company easements or other property rights, as required by the Company in its sole determination, for the installation, operation and maintenance of the CNG Service Facilities on the Site. The cost of any relocation or modification of the CNG Service Facilities requested by the Customer or a third party shall be paid by the Customer.
- 9) **ACCESS TO CUSTOMER'S SITE** The Company shall have, and Customer shall provide to Company and its subcontractors, at all times the right to enter and leave Customer's Site for any (N)

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**PUGET SOUND ENERGY, INC.**  
**Natural Gas Tariff**

purpose related to providing CNG Service or other Gas Service to Customer, or the exercise of any and all of Company's rights granted to it by law or under the Company's Tariff and applicable rate schedules. Such rights include, but are not limited to:

(N)

- a. The use of a the Company-approved locking device to prevent unauthorized access to the Company's facilities;
- b. Safe and ready access for personnel of the Company or its subcontractors, free from unrestrained animals;
- c. Unobstructed ready access for vehicles and equipment of the Company or its subcontractors to install, remove, repair, maintain, and operate CNG Service Facilities; and
- d. Removal of any and all of the Company's property installed on or below Customer's Site after the termination of CNG Service.

10) **CNG SERVICE CONNECTIONS** Only personnel duly authorized by the Company shall be allowed to connect or disconnect the Company's CNG Service Facilities, remove CNG Service Facilities, perform any work upon CNG Service Facilities or perform any work on any other Company-owned facilities.

11) **COMPANY RESPONSIBILITIES**

- a. The Company shall plan, design, procure, install, construct, own, operate, and maintain CNG Service Facilities sufficient to provide CNG Service to Customer and shall notify the Customer of the CNG Service Commencement Date.
- b. The Company shall be responsible for obtaining any permits necessary for the construction, installation and operation the CNG Service Facilities and, subject to any applicable Company rate schedules, natural gas distribution facilities; provided, that Customer shall be responsible, at its own cost and expense without any dollar contribution or reimbursement from the Company, for any modification(s) to the Site required by any permit.
- c. The Company shall be responsible for the operation and maintenance of the CNG Service Facilities and shall perform all preventive and corrective maintenance, including but not limited to regular inspections, of CNG Service Facilities consistent with the manufacturer's recommendations and regulatory requirements; provided, however, that Company shall not be

(N)

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**Natural Gas Tariff**

responsible under this Agreement for the fueling of NGVs from the CNG Service Facilities. (N)

- d. The Company shall remove CNG Service Facilities at the end of the Term, and the Company's rights under this Agreement shall continue to apply so as to provide the Company a sufficient amount of time to complete removal of CNG Service Facilities.
- e. Should any of the CNG Service Facilities cease to function properly, or should there be any fault or failure of the Company's facilities that connect such equipment to the Site, the Company shall, subject to the performance by Customer of its responsibilities pursuant to the following paragraph 12, Customer Responsibilities, repair and restore such equipment or facilities as soon as practicable, in accordance with applicable regulations. The Company shall not be responsible for maintaining or repairing any failure or impairment of such equipment's efficient operating condition caused by Customer's negligence, willful misconduct, or breach of any of Customer's obligations under this Agreement or the Schedule. The full costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by the Company in connection with the repair of or value lost by any such failure or impairment shall be paid by Customer.
- f. Any equipment installed at the Site at the request of Customer that is not commonly inventoried by the Company ("Non-Standard Equipment") shall be as specified in Exhibit D - Non Standard Equipment, attached to this Agreement and by this reference made a part hereof. The Company shall have no responsibility or liability for any limitation, reduction or interruption of CNG Service to Customer in the event that any Non-Standard Equipment ceases to function properly or otherwise adversely affects the provision of CNG Service by the Company. Customer shall ensure that a replacement for such Non-Standard Equipment is available upon the occurrence of any such event.
- g. The Company may discharge any or all of its responsibilities under this Agreement through the use of one or more subcontractors or other agents.

12) **CUSTOMER RESPONSIBILITIES** In accordance with the Company's design, specifications, and requirements for the installation, maintenance and operation of CNG Service Facilities, Customer shall have the following responsibilities:

- a. Customer shall be solely responsible for electric service and all electric bills and electric costs, including, without limitation, electricity to run CNG Service Facilities, during construction and operating periods. (N)

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**Natural Gas Tariff**

- b. Customer shall be solely responsible for other utility services (such as storm water drainage service) and bills for the Site during construction and operating periods. (N)
- c. Customer shall be solely responsible for obtaining uncompressed Gas Service to the Site under the Company's Tariff and natural gas commodity through either a marketer or the Company. If new Gas Service or an upgrade to existing Gas Service is necessary, it shall be provided in accordance with the Company's Tariff. The Customer understands and agrees that if interruptible Gas Service is chosen and such Gas Service is interrupted that CNG Service will not be available.
- d. Customer shall make arrangements to shut down the operation of existing equipment as needed to allow the Company to tie into existing or establish new gas piping (both on the supply side and on the high-pressure side), to tie into the Customer's electrical system to provide power to the Compression Facilities (unless a separate electrical service is provided by the Customer for the Compression Facilities), to tie into the existing grounding system, and to tie into existing control/emergency systems.
- e. Customer
- (i) shall limit access and take all necessary steps to prevent CNG Service Facilities from being damaged or destroyed,
  - (ii) shall not interfere with the Company's ongoing operation and maintenance of CNG Service Facilities
  - (iii) shall provide adequate notice to the Company through the Company's representative identified in Exhibit E, Representatives, (attached to this Agreement and by this reference made a part hereof) prior to any inspection of CNG Service Facilities by regulatory agencies, and
  - (iv) shall promptly advise [[the Company's representative identified in Exhibit E, Representatives,]] by telephone and written confirmation if Customer is or becomes aware that any of the CNG Service Facilities cease to function properly, or aware of any fault or failure of the Company's facilities that connect such equipment to the Site. (N)

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- f. The Company shall incur no liability whatsoever for, and Customer hereby releases and shall indemnify each of the Company, its officers, directors, employees and agents from and against, any and all claims, demands, suits, inquiries, damages, judgments, losses, obligations, liabilities, actions and causes of action, fees (including reasonable attorneys' fees and disbursements), costs (including court costs), expenses, penalties, fines and sanctions sustained or suffered by Customer or any third party if and to the extent occasioned by or resulting from: (N)
- (i) The selection, installation, operation, maintenance or condition of Customer's facilities or equipment or vehicles; or
  - (ii) The negligence, omission or willful misconduct of Customer, including, without limitation, omission of proper shut-off valves or other protective and safety devices, want of proper care, or negligent or wrongful act or omission, of Customer or any agents, employees, licensees or customers of Customer, related to the installation, maintenance, use, operation, or interference with Customer's pipes, fittings, valves, nozzles, regulators, appliances, fixtures, or apparatus; or
  - (iii) The fueling of any vessel that is not fit and certified for transporting and/or containing CNG; or
  - (iv) The failure by Customer to comply with laws related to the use of CNG in a vehicle and, if applicable, the operation as a retailer of CNG, including, without limitation, the payment of applicable taxes related to the sale or use of CNG.
- g. Customer shall be obligated to meet all the Company's requirements regarding creditworthiness and insurance.
- h. CUSTOMER HEREBY RELEASES AND SHALL INDEMNIFY EACH OF THE COMPANY AND ITS AUTHORIZED OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES AND/OR LIABILITY OF EVERY KIND AND NATURE (a) IF AND TO THE EXTENT ARISING FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CUSTOMER, OR (b) IN ANY WAY CONNECTED WITH OR RESULTING FROM THE VIOLATION OF OR NON-COMPLIANCE WITH ANY LOCAL, STATE, OR FEDERAL ENVIRONMENTAL LAW OR REGULATION AS A RESULT OF CONDITIONS NOT CAUSED SOLELY BY THE COMPANY AT THE SITE, RELEASE OR SPILL OF ANY (N)

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HAZARDOUS MATERIALS OR WASTE NOT CAUSED SOLELY BY THE COMPANY, OR THE (N)  
MANAGEMENT AND DISPOSAL OF ANY CONTAMINATED SOILS OR GROUNDWATER, |  
HAZARDOUS OR NONHAZARDOUS, REMOVED FROM THE GROUND OTHER THAN SOLELY AS A |  
RESULT OF THE CNG SERVICE OR CNG SERVICE FACILITIES (COLLECTIVELY, |  
"ENVIRONMENTAL LIABILITIES"), INCLUDING, BUT NOT LIMITED TO, WITH RESPECT TO |  
ENVIRONMENTAL LIABILITIES, LIABILITY FOR THE COSTS, EXPENSES, AND LEGAL LIABILITY |  
FOR ENVIRONMENTAL INVESTIGATIONS, MONITORING, CONTAINMENT, ABATEMENT, |  
REMOVAL, REPAIR, CLEANUP, RESTORATION, REMEDIAL WORK, PENALTIES, AND FINES |  
ARISING FROM THE VIOLATION OF OR NON-COMPLIANCE WITH ANY LOCAL, STATE, OR |  
FEDERAL LAW OR REGULATION, REASONABLE ATTORNEY'S FEES, DISBURSEMENTS, AND |  
OTHER RESPONSE COSTS. AS BETWEEN THE PARTIES, CUSTOMER AGREES TO ACCEPT |  
FULL RESPONSIBILITY FOR AND BEAR ALL COSTS ASSOCIATED WITH ENVIRONMENTAL |  
LIABILITIES. CUSTOMER AGREES THAT THE COMPANY MAY STOP WORK, TERMINATE |  
COMPRESSION SERVICE, REDESIGN THE COMPRESSION SERVICE FACILITIES TO A |  
DIFFERENT LOCATION OR TAKE OTHER ACTION REASONABLY NECESSARY TO INSTALL THE |  
CNG SERVICE FACILITIES WITHOUT INCURRING ANY LIABILITY THEREFOR. |

- i. Customer shall be responsible for the additional charges associated with subsequent costs required to modify or maintain CNG Service Facilities or to provide CNG Service due to any changes in local, state or federal laws, regulations or permit requirements.
- j. Customer shall be solely responsible under this Agreement for the fueling of NGVs from the CNG Service Facilities.

In connection with any action by Company to enforce the indemnification provisions of this paragraph 12, Customer hereby waives any immunity, defense, or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). This provision shall not be interpreted or construed as a waiver of Customer's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

- 13) **CREDITWORTHINESS AND SECURITY DEPOSIT** Customer authorizes the Company to run a credit report on Customer and/or request audited financial statements for the purposes of determining Customer's creditworthiness for CNG Service. To ensure payment, the Customer shall, within \_\_\_\_\_ days following the CNG Service Commencement Date, post a security (N)

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deposit, in cash or another form satisfactory to the Company, in the amount of \$ \_\_\_\_\_. The amount of the deposit is for advance security and shall not limit the legal or equitable rights and remedies otherwise available to the Company, including, without limitation, rights to a deposit under the provisions of WAC 480-90-118.

(N)

14) **REGULATORY REQUIREMENTS** This Agreement shall at all times be subject to such changes or modifications by the WUTC, as the WUTC may, from time to time, direct in the exercise of its jurisdiction. This Agreement is subject to and incorporates by reference all of the applicable rate schedules to the Tariff as accepted or approved from time to time by the WUTC. Without limiting the generality of the foregoing, the failure of Customer to comply with, and act in accordance with the restrictions contained in, the Schedule shall constitute a breach of this Agreement that will not be subject to cure as contemplated in paragraph 18, Customer Default, without the express written agreement of the Company.

15) **NOTICES OR DEMANDS** Any notice, request, demand or other communication required or permitted under this Agreement shall be deemed to be properly given if made in writing and (1) if personally delivered; (2) as of date of signed return receipt after deposit with the U.S. Postal Service by certified or registered mail, postage prepaid, with return receipt requested; or (3) if sent by facsimile or other mutually accepted electronic method with confirmation thereof sent as provided in (2) above. All communications shall reference the contract number specified on the cover page of this Agreement. Notices shall be addressed as specified in Exhibit E, Representatives.

16) **INSURANCE** Customer agrees to obtain and maintain at Customer's sole cost and expense the following types and amounts of insurance coverage for the entire Term, and with respect to the coverage described in subparagraph (c) below, for a period of two (2) years following the expiration or termination of the Term, to insure against any and all liabilities, claims, injuries including death, losses, damages or expenses resulting from or related to Customer's facilities, equipment, vehicles located at the Site and Customer's performance or non-performance under the Company's Tariff, the Schedule and this Agreement:

- a. Workers' Compensation and Employers' Liability Insurance - In accordance with the laws of Washington, Customer shall maintain in force workers compensation insurance for all of its employees. Customer shall also maintain Employers' Liability coverage in an amount of not less than \$2,000,000.00 (Two Million Dollars) per accident and per employee. In lieu of such insurance, Customer may maintain a self-insurance program meeting the requirements of the

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state of Washington along with the Employers' Liability insurance described above. Such insurance shall contain a waiver of subrogation in favor of the Company.

(N)

- b. Commercial or Business Automobile Liability Insurance - Customer shall maintain an automobile liability policy or policies insuring against liability for damages because of bodily injury, death, or damage to property, (including loss of use thereof), and occurring in any way related to the use by or on behalf of Customer, including fueling of any of Customer's vehicles (including Customer-owned, non-owned, leased, rented, and/or hired vehicles). Such coverage shall be in an amount of not less than \$2,000,000.00 (Two Million Dollars) combined single limit.
- c. Commercial General Liability Insurance - Customer shall carry and maintain on an "occurrence" form commercial general liability policy or policies, insuring against liability arising from bodily injury, death, property damage, personal and advertising injury, products/completed operations liability, contractual liability covering all operations of Customer on the Site, which policy shall contain a waiver of subrogation in favor of the Company. There shall be no explosion, collapse or underground exclusion. Such coverage shall be in an amount of not less than \$5,000,000.00 (Five Million Dollars) per occurrence. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit.
- d. Pollution Liability Insurance – If the Company or its contractor determines that there is a current or future risk of Pollution Liability at the project site, Customer shall maintain pollution liability insurance or insurance policies in an amount not less than \$5,000,000.00 (Five Million Dollars) each claim. If the policy maintains a policy aggregate, such aggregate shall not be less than twice the per occurrence limit. The Company may require policies with lower or higher limits depending on specific operations at the Site and physical location of the Site.
- e. On or before the Effective Date, and thereafter during the Term, Customer shall provide the Company with original, current certificates of insurance, and annual renewal certificates of insurance thereafter, executed by a duly authorized representative of each insurer, or by the insurance agent or broker authorized to do so, as evidence of all insurance policies required under this paragraph 16. The Company shall not commence CNG Service until Customer has obtained all insurance required by this paragraph 16 and has provided acceptable certificates of insurance to the Company for review and approval. No insurance policy may be canceled, materially revised, or subject to non-renewal without at least thirty (30) calendar days' prior written notice being given to the Company, ten (10) days for non-payment of premium. Customer

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shall provide the Company with renewal certificates of insurance or binders within five (5) business days prior to or after such expiration. Insurance shall be maintained without lapse in coverage during the Term and the 2-year period following the Term with respect to the coverage described in subparagraph (c) above. (N)

- f. The required policies and any of Customer's policies providing coverage in excess of the required policies shall provide that the coverage is primary for all purposes and Customer shall not seek any contribution from any insurance or self-insurance maintained by the Company. All required policies of insurance shall be written by companies having an A.M. Best rating of "A - , VII" or better. Customer shall be solely responsible for any deductible or self-insurance retention on insurance required under this Agreement.
- g. The Company, its parent company, and its subsidiaries, affiliates and their respective officers, directors, employees, successors and assigns shall be named as additional insureds or loss payees, as applicable, on the policies referred to above, except for Workers' Compensation. Commercial General Liability insurance shall provide a severability of interest or cross-liability clause. Customer shall not violate nor knowingly permit to be violated any condition of the policies required under this paragraph 16.

**17) TAXES**

- a. The Company assumes exclusive liability for, and shall pay before delinquency, all federal, state, regional, municipal or local sales, use, excise, ad valorem and other taxes, charges or contributions imposed on, or with respect to, or measured by, the CNG Service Facilities, materials, supplies or labor provided by the Company hereunder, and the wages, salaries or other remunerations paid to individuals employed in connection with the performance of the CNG Service.
- b. Customer shall be responsible for any increased real property taxes it may be subject to as a result of the Company's CNG Service Facilities and for taxes and fees imposed on alternative fuel vehicles or fuel sold in Washington for motor vehicle use ("Governmental Taxes and Fees"). The Customer shall be responsible for the timely payment of the Governmental Taxes and Fees and for reporting the same to appropriate government agencies.

**18) CUSTOMER DEFAULT** If Customer (a) abandons the Site, fails to pay any amounts to the Company as (N)

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provided in this Agreement or in the Schedule or fails to pay any applicable Gas Service charges, or (b) becomes bankrupt or insolvent, or (c) assigns this Agreement without the express prior written authorization of the Company, or (d) violates any of the provisions of this Agreement or breaches any of its obligations under this Agreement, and if such violation or breach is curable, Customer fails to cure such violation or breach within seven (7) calendar days after written notice thereof from the Company, or (e) Customer fails to meet any of the availability criteria set forth in Section 1 of the Schedule, the Company shall have the right to declare the Customer in default ("Customer Default"). In the event of Customer Default, the Company shall have the right to discontinue all or any part of the CNG Service or other Gas Service, which right the Company may exercise by providing written notice to Customer thereof, and if discontinuation of the CNG Service will persist for the remainder of the Term, and Customer shall be obligated to pay to the Company the Termination Charges pursuant to paragraph 20. The remedies set forth in this Agreement shall not be exclusive and shall be in addition to any other rights or remedies at law, in equity or otherwise to which the Company may be entitled, and no action by the Company shall constitute a waiver of any such other rights or remedies.

(N)

19) **LIMITATIONS, SUCCESSORS AND ASSIGNS** This Agreement is subject to revision if not executed within ninety (90) days from the date on which it is provided by Company to Customer, or if the fleet rollout specifications are changed from those set forth in Exhibit A, Customer CNG Vehicles Profile and Projection, between the Effective Date and the CNG Service Commencement Date. Neither this Agreement nor any of Customer's rights and obligations under this Agreement may be assigned by Customer to any third party without the prior written consent of the Company, which consent the Company may withhold in its sole discretion.

20) **TERMINATION CHARGES** Upon expiration, termination or cancellation of this Agreement for any reason other than a breach or default by the Company or upon a Customer Default, Customer shall be liable to the Company for the payment (in addition to any amounts owing under the Company's Tariff or any other agreement with Customer) of the following amounts (collectively, "Termination Charges"): (i) the entire amount of the unrecovered capital costs and capitalized expenses incurred by the Company in connection with any of the CNG Service Facilities that, in the Company's sole determination, will not be used or usable by the Company in the Company's system within twelve (12) months following such expiration, termination or cancellation for providing compressed natural gas service to customers of the Company (including, without limitation, the Customer), less any salvage value of such equipment, and (ii) the amount of all costs and expenses incurred by the Company in connection with any decommissioning, removal and refurbishment (but only to the

(N)

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extent refurbishment is necessary for use of the equipment on the Company's natural gas system) of the CNG Service Facilities by or for the Company, and (iii) the entire amount of all unrecovered costs and expenses incurred by the Company in connection with installation or maintenance of the CNG Service Facilities. Within sixty (60) days following such expiration, termination, cancellation, or Customer Default, the Company shall perform such evaluations and assessments as it may deem necessary or desirable to determine the feasibility of re-using or continuing to use such equipment for natural gas compression service to its retail customers and the Company shall provide to Customer a statement containing the amounts referred to in clauses (i), (ii) and (iii) above, together with such supporting detail developed by the Company for its determination as Customer may reasonable request. Payment by Customer of the amounts set forth in the statement referred to above in this paragraph shall be payable as specified in Rule 9 of the Company's Tariff.

(N)

21) **PERFORMANCE ASSURANCE** If at any time Customer is or becomes liable to the Company for the payment of any Termination Charges, or the Company has reasonable grounds for insecurity regarding Customer's performance of its obligation to pay the Termination Charges (including, without limitation, the occurrence of any material adverse change in the creditworthiness of Customer or the rating of any credit or debt of Customer by S&P or Moody's below investment grade), the Company may demand, and Customer shall within ten (10) business days following such demand provide to the Company, sufficient security in the form, amount and for the term reasonably acceptable to the Company, including, but not limited to, an irrevocable letter of credit, a prepayment, or cash collateral. Customer shall continue to provide such security for so long as the grounds for the Company's insecurity continue to exist and in accordance with WAC 480-90-118. The amount of any security provided by Customer pursuant to this paragraph shall not be required to exceed the lesser of (a) the present value (as determined by the Company) of the Termination Charges and (b) the amount provided for in WAC 480-90-118(2). For purposes of this Schedule, "S&P" means Standard & Poor's, a division of the McGraw-Hill Companies, Inc., or any successor thereto, and "Moody's" means Moody's Investors Services, Inc. or any successor thereto.

22) **NO PARTNERSHIP** This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

23) **NON-WAIVER** No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement,

(N)

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and no course of dealing or performance with respect thereto, shall be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect. The express waiver by either Party of any right or remedy under this Agreement in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.

(N)

24) **NO UNSPECIFIED THIRD-PARTY BENEFICIARIES** Except as specifically provided in this Agreement (e.g., in paragraphs 12(f) and 12(h)), there are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors and permitted assigns and the third-party beneficiaries specifically identified in this Agreement.

25) **AMENDMENT** No change, amendment or modification of any provision of this Agreement or of any exhibit to this Agreement shall be valid unless set forth hereafter in a written amendment to this Agreement or such exhibit signed by both Parties.

26) **INVALID PROVISION; CONTINUING VALIDITY** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. Neither the validity of this Agreement nor the respective rights and obligations of the Parties under this Agreement shall be affected to any extent if Customer ceases to be a customer of the Company during the Term. Payment obligations under this Agreement shall survive the expiration or termination of the Term until satisfied.

27) **APPLICABLE LAW** This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the state of Washington (without reference to rules governing conflicts of law), except to the extent such laws may be preempted by the laws of the United States of America.

(N)

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IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the date first written above.

(N)

**PUGET SOUND ENERGY, INC.**

By \_\_\_\_\_

Its \_\_\_\_\_

**CUSTOMER**

[ \_\_\_\_\_ ]

By \_\_\_\_\_

Its \_\_\_\_\_

(N)

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**Exhibit A – Customer CNG Vehicles Profile, Projection, and Contracted Volume**

(N)

**Table 1: Customer CNG Vehicles Profile, Projection**

CNG Fueling Start Year	No. of Vehicles	Vehicle Type (e.g. Delivery Truck – Class 7)	Estimated Miles per Year	Truck CNG Mileage (mi/DGE*)

\*DGE = diesel gallon equivalent. 1 DGE = 138,000 BTUs or 1.38 therms of natural gas at higher heating value.

**Table 2: Contracted Volume**

No. of Year	1	2	3	4	5	6	7	8	9	10
Year	20__	20__	20__	20__	20__	20__	20__	20__	20__	20__
Annual Contracted Volume										
Monthly Contracted Volume										

(N)

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**Exhibit B – Technical Services Scope of Work and Costs**

(N)

1. Mechanical equipment including:

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

iv. \_\_\_\_\_

b. Electrical equipment including:

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

iv. \_\_\_\_\_

c. Other work including:

i. \_\_\_\_\_

ii. \_\_\_\_\_

iii. \_\_\_\_\_

iv. \_\_\_\_\_

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**Exhibit C – Location of the Company's CNG Service Facilities at Customer Site**

(N)

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**Exhibit D – Non-Standard Equipment to this Agreement and Costs**

(N)

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**Exhibit E – Representatives**

(N)

1. The Company Representative: \_\_\_\_\_
  - a. The Company designates, and Customer accepts, the individual named above as the Company's representative for all matters relating to the Company's performance of CNG Service under this Agreement.
  - b. The actions taken by the Company's representative regarding such performance shall be deemed to be the acts of the Company. The Company may at any time, upon written notice to Customer, change its designated representative.
  
2. Customer Representative: \_\_\_\_\_
  - a. Customer designates, and the Company accepts, the individual named above as Customer's representative for all matters relating to Customer's obligations under this Agreement.
  - b. The actions taken by Customer's representative shall be deemed to be the acts of Customer. Customer may at any time, upon written notice to the Company, change its designated representative.

Puget Sound Energy, Inc.

For deliveries by overnight delivery:  
10885 N.E. 4th Street  
Bellevue, WA 98004

For deliveries by mail:

P.O. Box 97034  
Bellevue, WA 98009  
Fax: [ \_\_\_\_\_ ]  
Attn: [ \_\_\_\_\_ ]

[Name of Customer]  
[Address]  
Fax: [ \_\_\_\_\_ ]  
Attn: [ \_\_\_\_\_ ]

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