



COMPRESSED NATURAL GAS FUELING AGREEMENT

DISTRIBUTION

- Customer
- Gas Billing Solutions (Original)
- Division Billing Analyst
- Clean Air Transportation

REFERENCES

SA#: _____
 Account#: _____
 CAT Rep: _____
 Clean Air Transportation
 Contact # 1-800-684-4648

GENERAL

1. This Agreement, between Pacific Gas and Electric Company (PG&E), a California corporation, and _____ (Customer), a(n) _____, is for compressed natural gas (CNG) for fueling of motor vehicles.
2. Customer agrees to purchase and PG&E agrees to provide CNG pursuant to the terms of this Agreement and to experimental rate Schedule G-NGV2, or its successor.
3. Customer agrees to provide a written list of all vehicles, including make, model, year, and vehicle identification number, which will be using CNG. The Customer agrees to notify PG&E if any of the vehicles are taken out of service, no longer fueled by CNG, or other vehicles converted to use CNG.
4. This Agreement includes Exhibit A (Certificate of Instruction for Fueling Natural Gas Vehicles). All Exhibits are incorporated into and made a part of this Agreement. Exhibits may be amended from time-to-time in accordance with this Agreement. All applicable PG&E gas rules in effect at the time of execution and any amendments thereto during the term of this Agreement are incorporated in this Agreement by reference.
5. Both Customer and PG&E agree to abide by the terms of the above rate Schedule and its successor, as well as all effective rules in PG&E's gas tariffs.

FUELING LOCATION

6. PG&E will provide locations for fueling of Customer's vehicles. All fueling will be provided at designated PG&E fueling stations where excess capacity is available. Customer agrees to obey posted speed limits and to operate their vehicles in a safe manner at refueling locations.
7. Customer access time shall be mutually arranged.
8. Fueling will be accomplished using the fast-fill CNG dispensing system. Customer will be provided one (1) card key per vehicle which will be used to initiate fueling. Customer will be held responsible for the safe keeping of the card key and may be charged for replacement of said card key if it is lost or stolen. It shall be the responsibility of the Customer to notify PG&E immediately if said key card is lost or stolen.
9. Training certification will be required for each new account individual who may fuel a natural gas vehicle. Each operator shall be responsible for completing a Certificate of Instruction for Fueling Natural Gas Vehicles (Exhibit A) or for completing a comparable fueling-instruction session verified and approved by PG&E.

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10. CNG Vehicle Fuel Tank Inspections - Customer must provide evidence of the cylinder and fuel system inspection for each of Customer's vehicles to PG&E. Proof of inspection shall consist of the fully completed inspection form set forth in Exhibit B, accompanied by the automobile repair/inspection business work order showing the business letterhead, date, inspector name and qualifications, and the results of the performance of the inspection. PG&E reserves the right to suspend Customer's access to PG&E's fueling services if Customer has failed to provide the documentation specified in this paragraph establishing that each vehicle has passed inspection within the preceding three (3) years until such time as PG&E is provided the required documentation showing that a qualified inspector has inspected and found the system to be fit for service.

BILLING

11. PG&E will bill customer at the applicable rate(s) set forth above for the total compressed natural gas service during the billing period. PG&E will send the Customer's monthly billing to the following address:

TERM AND TERMINATION

12. This Agreement shall become effective commencing the date the card key has been activated by PG&E. This Agreement shall continue on a month-to-month basis until terminated by either party upon thirty (30) days prior written notice.

13. PG&E reserves the right to immediately deactivate an assigned card key and terminate this Agreement as a result of a Customer's unsafe fueling and/or driving practices at a PG&E designated fueling station, or delinquent payment of bills for services rendered.

COMMUNICATIONS

14. Any communications concerning fueling card-key requests shall be in writing or in electronic form via an email or an internet message. Written communications can be delivered either by hand or by certified delivery to the appropriate address, as follows:

To the Customer: _____

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Email Address: _____

To PG&E: _____

Email Address: _____

15. Either party must designate by written notice any change of address to which formal communications should be sent. Formal communications shall be deemed effective when received.

LIABILITY

16. Customer accepts all risks related to the operation and fueling of Customer's motor vehicles at PG&E's CNG fueling station(s) and agrees to hold PG&E and its employees harmless from any and all damages resulting from ingress, egress, and fueling with CNG at any PG&E facility or any other damage or injury whether to persons or property as a result of or in direct relationship to the fueling of Customer motor vehicles with CNG, excepting only such damage or injury caused by the sole negligence or willful misconduct of PG&E.

RIGHTS TO DATA

17. PG&E has the right to collect, use, or distribute all vehicle performance data relating to the Customer's CNG vehicle operations.

ASSIGNMENT

18. This Agreement may not be assigned by either party without the written consent of the other. If this Agreement is assigned, it shall be binding on the party to which it is assigned. Assignment of this Agreement shall not release the assigning party from any of its obligations under this Agreement unless such a release is agreed to in writing by the other party and the assuming party.

EXCLUSIVE NATURE AND INTERPRETATIONS

19. This Agreement does not change the obligations, restrictions or rights contained in other agreements between the parties unless expressly indicated in this Agreement. Customer and PG&E agree that all understandings between them regarding this Agreement are set forth or referenced in this Agreement. No agreements, representations, memoranda, or other forms of communication, written or oral, exchanged before the signing of this Agreement, shall be grounds for altering or interpreting the terms of this Agreement.
20. This Agreement shall be interpreted under the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. This Agreement and the



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obligations of the two parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities).

REGULATORY

21. This Agreement shall at all times be subject to any changes or modification the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction. Such changes or modifications may be to this Agreement or to PG&E's applicable tariff schedules. PG&E shall notify the Customer of any such changes or modifications which may affect Customer's obligations under this Agreement.

_____	PACIFIC GAS AND ELECTRIC COMPANY
(Customer)	_____
_____	_____
(Signature)	(Signature)
_____	_____
(Type/Print Name)	(Type/Print Name)
_____	_____
(Title)	(Title)
_____	_____
(Federal Tax ID/CA Drivers License No.)	_____
_____	_____
(Date)	(Date)

Incorporated Attachments: Exhibit A - Certificate of Instruction Form for Natural Gas Fueling

Illustrative Attachments: Rate Schedule G-NGV2



DISTRIBUTION

- Customer
- ES&S/CRM

REFERENCES

SA#: _____
 Customer Name: _____
 CAT Rep: _____
 Clean Air Transportation Contact #:
 1-800-684-4648

CNG FUELING AGREEMENT

Exhibit A

Certificate of Instruction for Fueling Natural Gas Vehicles

INSTRUCTIONS: One form is to be completed for each new account individual who may fuel a natural gas vehicle. Each individual shall receive training and will sign and date a form at the completion of the training. Customer shall be required to sign one (1) form.

HOW TO SAFELY FUEL NATURAL GAS VEHICLES

The following procedures shall be followed:

1. No smoking or open flame shall be allowed within 50 feet of the fueling area.
2. Cylinders not in compliance with DOT or ANSI/AGA NGV2 requirements shall not be fueled.
3. Vehicle must be shut off, and the emergency brake must be set.
4. Remove fueling device from dispenser. Verify the valve is in the off position.
5. Inspect fueling hose and connector prior to making connection.
6. Make connection and ensure connector is locked in place.
7. Turn fuel valve to ON position.
8. Enable dispenser by inserting fueling card into card reader and entering requested data.
9. Turn dispenser ON by pressing the Start/Stop button on the front of dispenser or turning fill lever on the side of dispenser to begin fueling.
10. When finished, press the Start/Stop button or turn lever to OFF position.
11. Turn fueling valve to OFF position and disconnect the nozzle from vehicle and return to its stored location.

I hereby certify that I have been trained to properly fuel natural gas vehicles as outlined above.

DATE OF INSTRUCTION	OPERATOR'S SIGNATURE	PG&E EMPLOYEE'S SIGNATURE (or designated instructor)
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I hereby further certify that I will not permit any non-certified person to use my key card for fueling natural gas vehicles.

CUSTOMER (Print Name)	CUSTOMER'S/OPERATOR'S SIGNATURE	DATE
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CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

Customer Name:		Vehicle State of License & Number:	Odometer Reading	
Vehicle Make:	Model:	VIN:	Model Year:	
Fuel System Manufacturer(s) and Fuel System Pressure Rating(s)				
Tank mfg, part#(s) & Serial#(s)				

INSTRUCTIONS: Both pages of this form are to be completed and signed by the automotive repair/inspection service, and signed by the PG&E CNG customer. **Inspector: If you can't resolve an issue, leave the answer blank and explain in the comments.** Any answer of "No" or "n" should be explained in the comments section. The original or a copy of the form is to be provided by the customer to PG&E at: PG&E – Natural Gas Vehicle Support, 202 Cousteau Place, Suite 150, Davis, CA 95616 accompanied by the automotive repair/inspection work order showing the business letterhead, date, inspector name and qualifications and the results of the performance of the inspection.

	Cylinder # →			
	1	2	3	4
Inspection Content	Inspection Results →			
	Yes/ No	Yes/ No	Yes/ No	Yes/ No

CYLINDER: If the cylinder(s) has been inspected within the last three years, only questions 1 and 2 of this portion of the form need be completed. Please record the inspection date and any other pertinent information in the comment section of the form on the next page.

Reason for inspection (circle one)	3 years	36,000 miles	vehicle in an accident	Other:
1. The owner indicates that no events or incidents have occurred that damaged or over pressurized the cylinder(s) and no modifications have been made to the system. Record details in comments section.	y / n	y / n	y / n	y / n
2. Cylinder labels are present and specifically state compliance with ANSI NGV-2.	y / n	y / n	y / n	y / n
3. Record the cylinder expiration dates (month/year) shown on the cylinder label(s) Expired cylinders must be removed from service following manufacturer guidelines or instructions.				
4. Cylinder service pressure markings match vehicle service pressure markings (3000 or 3600 PSIG).	y / n	y / n	y / n	y / n
5. Each cylinder has a PRD in good condition with no visible extrusion of fusible metal.	y / n	y / n	y / n	y / n
6. Any cuts or abrasion damage are within tolerance? Please cite the reference used that contains tolerance in the comments section (i.e. CGA C-6.4), circle level of worst damage below (I, II or III).	y / n	y / n	y / n	y / n
7. Cylinder is free of surface discoloration, cracked resin, chipping, loose fibers, bubbles or bulges and no evidence of exposure to fire or extreme temperatures or involvement in an accident over 5MPH.	y / n	y / n	y / n	y / n
8. Area under the mounting brackets been examined and is in good condition.	y / n	y / n	y / n	y / n
9. Cylinder is securely mounted to vehicle & protected from sun exposure, road hazards, excessive heat, vehicle use (including cargo leakage), shifting loads, abrasion, external impacts etc.	y / n	y / n	y / n	y / n
10. Cylinder mounting bracket is rubber padded and free of dirt and damage and is not causing cylinder damage, mounting brackets are in good condition and not corroded, bent or deformed, cylinder is firmly restrained by the brackets and does not move independent of brackets or vehicle.	y / n	y / n	y / n	y / n
11. Minimum 1/2" clearance around cylinder and 3/8" from shields.	y / n	y / n	y / n	y / n
12. If the cylinder is housed in the passenger compartment or trunk, is the valve end with PRD properly sealed and vented to the outside of the vehicle.	y / n	y / n	y / n	y / n
13. Engine compartment and fuel receptacle areas labeled with CNG system service pressure and tank expiration dates.	y / n	y / n	y / n	y / n

Circle one	Level I – No damage or damage is acceptable and repair is not required. Return cylinder to service	Level II – Damage requires repair, more thorough evaluation, testing, or destruction. Refer to manufacturer's info.	Level III – Damage sufficiently severe such that the cylinder shall be condemned (not repaired)
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OTHER FUEL SYSTEM COMPONENTS - If an existing tank inspection record is current within 3 years, the inspector has the option of only performing and completing the following portion of the inspection, and excluding the cylinder(s). If so, please do complete question 1 & 2 above.

14.	Fuel system components including but not limited to valve and/or pressure relief device assemblies, pressure gauges and pressure regulators are in good condition and free of damage.	y / n	y / n	y / n	y / n
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CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

15.	Fuel system components, connections, threaded fittings and any leak points were leak checked with a leak detection solution or methane detector and there is no indication of any system leaks.	y / n	y / n	y / n	y / n
16.	Vehicle is equipped with 2 back flow check valves on fill line and a ¼ turn emergency off valve	y / n	y / n	y / n	y / n
17.	Hoses, if any, are rated for the applicable service pressure and are in good condition.	y / n	y / n	y / n	y / n
18.	Fueling receptacle pressure rating matches that of the fuel system (3000 vs. 3600 psig) If receptacle pressure rating is greater than any one cylinder pressure rating, PG&E considers that the system could have been over pressurized, so the cylinder/fuel system MUST BE rejected as potentially unsafe.	y / n	y / n	y / n	y / n
19.	Fueling receptacle is in good condition, not worn, securely attached and leak free.	y / n	y / n	y / n	y / n
20.	Installation meets applicable NFPA 52 standards at time of construction/installation.	y / n	y / n	y / n	y / n
21.	IS THE FUEL SYSTEM FIT FOR CONTINUED SERVICE? Any one cylinder or fueling system component that is not satisfactory renders the system unsafe. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E.	y / n	y / n	y / n	y / n
22.	An examination sticker has been applied to the cylinders and receptacle area and engine compartment indicating cylinder expiration date and next inspection date.	y / n	y / n	y / n	y / n

INSPECTOR COMMENTS – summary of examination, any “no” answers, and description of damage and/or adverse findings. Explain repairs or replacement of components if any, and explain any questions left blank. If the tank inspection has been performed within the last three years and is not part of this inspection, please record the tank inspection date and any relevant remarks here.

RECOMMENDED REPAIRS

Please note if a separate page is used for additional comments.

Inspector's Signature

Inspector's Printed Name

Date of Inspection

Inspector qualifications, certification number or other pertinent information

I certify that this inspection form applies to an inspection conducted on the vehicle that I have registered with PG&E's NGV fueling service.

PG&E FUELING CUSTOMER'S SIGNATURE

DATE

CERTIFICATE OF INSPECTION OF NATURAL GAS VEHICLE FUEL SYSTEM

Exhibit B

INSTRUCTIONS FOR INSPECTORS

1. PG&E out of concern for the safety of its customers, the public and PG&E employees, is implementing a CNG vehicle fueling system inspection requirement for its customers. The purpose of this form is to capture all of the items that PG&E wants to have inspected, to attempt to assure the safety of the vehicle CNG fuel system. Many of the elements of these inspections are consistent with inspection requirements from applicable codes, and a few requirements help make sure the inspection is thorough.
2. If in the judgment of the inspector the fuel system is unsafe, the inspector is requested to send a copy of this form directly to PG&E at the US mailing address on page 1 of the form, or email a copy to cleanairvehicles@pge.com
3. PG&E has no input on the kinds of vehicles you may choose to inspect, other than PG&E hopes that inspection services will be available to all PG&E CNG fueling service customers.
4. Each vehicle must have its own form.
5. Questions on the form that the inspector cannot respond to should be left blank, and the concerns or issues should be noted in the instructor comments section above. Use a separate page if more space is needed for comments.
6. Call PG&E at the number at the bottom of the page to request a loan of these tools at no charge, if needed:
 - PG&E will loan a P36 fueling nozzle to inspection service companies that the inspector can use to check the pressure rating of the vehicle fuel receptacle.
 - PG&E will loan a plug or ring gauge to inspection service companies the inspector for use in inspecting the condition of the fueling receptacle.
7. If the customer is within the three year inspection window such that the tank need not be inspected, we would hope that the inspection service can give the customer the option of paying a reduced fee for inspecting the rest of the fuel system and the receptacle, omitting an inspection of the tank. The inspector should enter the inspection date found on the sticker on the tank onto the PG&E inspection form. The inspection form is designed in two sections to accommodate this. In this case, the customer should be advised to provide the evidence of inspection already in hand that demonstrates the safety of the tank, to PG&E; PG&E's concern is that typical tank inspections do not address inspection form questions 18, 19 and 21.