

NATURAL GAS VEHICLE
FUELING STATION AGREEMENT

29631

This Agreement (the "Agreement") is made and entered as of June 7, 2006 pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 16, 2006 by and between the City of Long Beach, a municipal corporation ("City"), and Clean Energy, a California corporation ("CE").

In consideration of the mutual promises, covenants, and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT AND DEFINITIONS

1.1 Intent. This Agreement expresses the terms and conditions pursuant to which the City authorizes CE to upgrade and operate and maintain certain Compressed Natural Gas ("CNG") motor vehicle fueling stations and build a Liquefied/Compressed Natural Gas ("LCNG") motor vehicle fueling station that is capable of providing CNG and/or LNG (the "Stations"), as described in Appendix A, on parcels of land that are owned or controlled by the City (the "Premises"), also described in Appendix A. The Stations will be used by LBGO and outside third parties.

1.2 Definitions. As used in this Agreement, the following terms and expressions shall have the indicated meanings:

"Agreement" means this document and any and all exhibits and schedules hereto.

"CE" means Clean Energy, a California corporation, acting by and through its employees, officers and authorized agents.

"City" means the City of Long Beach, a municipal corporation, acting by and through its employees, officers and authorized agents.

"CNG" means pipeline quality natural gas, compressed for vehicle use.

"CNG Vehicle(s)" means motor vehicles powered by internal combustion engines using CNG as a primary fuel.

"LNG" means natural gas which contains no less than 95% methane, no more than 4% ethane and no more than 1% hydrocarbons, with the balance to be inert gas; liquefied for vehicle use and stored on premises.

"LNG Vehicle(s)" means motor vehicles powered by internal combustion engines using LNG as a primary fuel.

"Party" or "Parties" means CE and the City, in their respective capacities as parties to this Agreement.

"Premises" means that portion of the real property owned or controlled by the City and described in Appendix A upon where the stations will be operated.

"Public Dispenser" means equipment capable of dispensing natural gas in a compressed or liquefied form for the City and third-party vehicle use.

"Service Calls" means scheduled and unscheduled maintenance performed by CE and its authorized agents for Stations.

"Stations" means the facilities for fueling CNG and LNG vehicles, upgraded, operated and maintained by CE.

ARTICLE 2 CE's RESPONSIBILITIES

2.1 **Station.** CE shall make upgrades to certain existing CNG Stations, as well as build an LCNG station, and shall be responsible for obtaining, at CE's cost, all permits relating to the upgrade, construction, operation and maintenance of such Stations. Such Stations shall be upgraded and constructed as described in Appendix A. CE shall be allowed to increase the amount of compressor capacity and dispensing capability at the Stations in order to meet market demand as long as it does not materially interfere with the City's other operations on the Premises.

2.2 **Service.** CE shall provide the City with both CNG and LNG and bill the City at the rates set forth in Article 7 hereof.

2.3 **Maintenance.** CE shall maintain the Stations in accordance with the following requirements:

2.3.1 **Routine Maintenance.** CE shall provide scheduled, routine maintenance service for the Term of this Agreement and shall repair or replace any defective parts or equipment at its expense. CE shall perform other necessary maintenance or repairs, or replace parts or equipment damaged by abuse or neglect resulting from the City's personnel, at the City's expense.

2.3.2 **Scheduling.** CE and the City shall mutually agree on reasonable times for routine maintenance to the Stations when the maintenance will require a Station to be non-operational for a period of more than four (4) hours.

2.3.3 **Service Calls.** CE shall be available to provide emergency repair service on a 24-hour, 7-day per week basis, and provide an emergency contact telephone number to the City. In the event of an emergency at the Station, CE shall respond as soon as reasonably possible following notification by the City. In the event of other operational difficulties that could

impair the City's ability to fuel and operate its vehicles, CE shall make reasonable efforts to respond within one (1) hour following notification from the City and CE shall make any necessary repairs using commercially reasonable efforts.

2.4 Training. CE shall offer training programs, on a reasonable basis, to educate the City's personnel as to procedures for the safe and efficient use of the Stations, including, without limitation, procedures relating to safe vehicle fueling, troubleshooting and appropriate emergency procedures.

2.5 Compliance with Law. In performing the obligations under this Agreement, CE shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances and rulings, including (but not limited to) those pertaining to health, safety, employment and environmental matters.

2.6 CE's Costs. Except as specified in Article 2.3.1 and 7, or as may be separately agreed to by the City and CE, CE shall not charge the City for other costs incurred in providing the services specified above.

ARTICLE 3 THE CITY'S RESPONSIBILITIES

3.1 Maintenance of Premises. The City shall maintain the Premises and the real property in the immediate vicinity of the Stations in a clean, safe, and commercially reasonable condition suitable for CNG and LNG vehicle fueling use.

3.2 Protection of CE Property. The City shall use commercially reasonable efforts in storing and protecting CE's property and the Stations, including spare parts for the Stations and the Stations themselves; provided, however, that the City shall have no obligation to insure the same or to indemnify CE for loss or damage thereof, except as expressly provided in Article 10 herein.

3.3 Refueling Vehicles. The City employees shall fuel their own CNG and LNG vehicles. The City will employ competent personnel qualified to operate the Stations safely and as required by law. The City will provide appropriate training and supervision for such employees, including (but not limited to) scheduling attendance at all training sessions provided by CE. However, the City shall not be obligated to provide operating personnel in connection with the dispensing of CNG and LNG to third-party customers.

3.4 Compliance with Law. In performing its obligations under this Agreement, the City shall comply in all material respects with all applicable federal, state and local laws, regulations, ordinances and rulings, including (but not limited to) those pertaining to health, safety, employment and environmental matters.

3.5 Payment of CE Billings. The City shall pay all bills submitted by CE per the terms of this Agreement within thirty (30) days following receipt of invoice by the City.

3.6 The City's Costs. Except as specified in Article 3, or as may be separately agreed to in writing by the City and CE, the City shall not charge CE for the materials or labor utilized in providing the services described in Article 3. Other than applicable income taxes of CE, ad valorem or possessory interest taxes relating to CE's ownership in the Stations and except as provided in Article 8, all of which taxes shall be the responsibility of CE, the City shall be responsible for all taxes (including, without limitation, any real property taxes relating to the Premises) relating to the City's ownership in the Stations, as well as any and all maintenance and repair costs as contemplated in this Article 3. Where and if necessary, CE and the City will reasonably allocate any personal property taxes that are billed to one party and are the responsibility of the other party.

ARTICLE 4 LICENSE TO USE PREMISES

4.1 Permitted Use. To enable CE to fulfill its obligations set forth herein, the City hereby agrees to provide to CE reasonable and sufficient ingress to, and egress from, the Premises so that CE can operate and maintain the Stations as contemplated hereby in accordance with the terms and conditions of this Agreement. The City also agrees to provide reasonable and sufficient ingress to, and egress from, the Stations to third party users so that they may fuel their vehicles at the Stations. The City shall not, and shall not permit others to, levy any rent, charge, lien or encumbrance not expressly provided for in this Agreement against CE for the use of the Premises or the Stations.

4.2 Clear Title. The City is, and shall remain during the term of this Agreement, the owner or lessee of the Premises, and shall not allow liens or encumbrances affecting the Stations or CE's performance hereunder. CE shall be the owner of the Stations, and its parts and equipment. CE shall have the right to grant a lien or encumbrance against its right, title and interest in the Stations or its equipment relating to a third party; provided, however, that CE shall not permit any liens or encumbrances of any kind to be placed on the Premises and shall promptly discharge any and all mechanic's, laborer's or materialman's liens, encumbrances or charges caused by CE against the Premises or the Stations at its sole expense.

4.3 Sale, Abandonment or Removal. Unless otherwise agreed to by the Parties in writing, upon termination or expiration of this Agreement, CE shall have the right, but not the obligation, to (i) sell the Stations to the City on mutually agreeable terms; (ii) remove the Stations at CE's sole expense including any and all merchandise, equipment, furnishings, fixtures, machinery and tools relating to the Stations, from the Premises; or (iii) abandon the same in place by quitclaiming all of its right, title and interest therein to the City. Thereafter, CE shall have no further rights or obligations under this Agreement with respect to the Stations or the Premises. Notwithstanding the above, in the event of termination by reason of breach by CE or termination without cause by CE, the City may, in its sole discretion, elect to purchase the Stations and shall pay CE the lesser of the depreciated book value (on a straight-line basis over 10 years) or fair market value as determined by an independent appraiser, mutually agreeable to both Parties. CE's rights and

obligations under this Section 4.4 shall only be applicable to the equipment provided and owned by CE at the Stations, as more fully described in Appendix A.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The initial term of this Agreement shall be for ten (10) years commencing on the date hereof (the "Term"). This Agreement shall automatically renew under the same terms and conditions for consecutive three (3) year terms unless CE or the City gives notice of cancellation to the other party at least three (3) months prior to such termination or renewal, as the case may be.

5.2 Termination. In the event of a material breach of this Agreement by either party, the non-breaching Party shall have the option to terminate this Agreement if the breach is not cured by the breaching party within thirty (30) days after receiving notice from the non-breaching Party. Notwithstanding the above, however, where it is not reasonably possible to fully effect a cure within the thirty (30) day period set forth above, the party in breach shall not be deemed to be in default of the Agreement and subject to termination where it commences implementation of the cure within a fifteen (15) day period of receiving notice and thereafter proceeds diligently to completion to cure the breach. For purposes of this Section 5.2, non-payment of amounts due under Article 6.2 and Article 7 of this Agreement shall be a material breach of this Agreement.

5.3 Buyout by the City. In the event that CE ceases CNG or LNG operations with respect to the Stations, CE shall have the option to terminate this Agreement upon sixty (60) days written notice to the City. In the event of such termination, the City shall have the option to purchase the Stations in accordance with the terms and conditions set forth in Section 4.4. Otherwise, the other provisions of Section 4.4 shall apply.

ARTICLE 6 CE'S AND THIRD PARTIES' USE OF PUBLIC DISPENSER

6.1 Use of Stations by Non-City Vehicles. During the term hereof, CE may from time to time allow non-City vehicles ("Fleet") to use the dispensers at the Stations. In connection therewith, CE shall notify the City on at least a quarterly basis as to the approximate number of vehicles in the Fleet that would be utilizing the Public Dispensers at the Stations, the days and times of the day the Fleet would utilize the Stations, the number of CE employees that would be on site to provide Fleet services, and other pertinent information.

6.2 Fleet Access. CE shall pay the City the amount of \$0.05 per gasoline gallon equivalent (125,000 BTU/gallon) of CNG (a "Gasoline Gallon") and \$0.03 per gallon equivalent (81,967 BTU/gallon) of LNG (a "LNG Gallon") sold at the Stations to non-City users. There are 8.0 CNG and 12.2 LNG Gallons per Million British Thermal Units (MMBTU). Payments relating to this Article 6 shall be made by CE on a quarterly basis within 30 business days following the end of each calendar quarter.

ARTICLE 7
PURCHASE OF FUEL

7.1 Pricing of CNG. CE shall provide the City with CNG at a price per CNG gallon equal to the sum of (a) the City's Delivered Cost of Gas per MMBTU divided by 8 and (b) \$0.50 per CNG gallon (the "CNG Margin Price"). As used herein, "the City's Delivered Cost of Gas" shall refer to the City's Core Weighted Average Cost of Gas, in MMBTU's, calculated monthly, plus the fixed uncompressed transmission charge for vehicles, in MMBTU's, referenced in the Long Beach Municipal Code Chapter 15.36, or other similar rates in effect from time to time. Any local, state, federal, and utility taxes, if applicable, will be collected by CE from the City and remitted back to the appropriate agency.

Beginning January 1, 2007 and on each January 1 thereafter, the "CNG Margin Price" per gallon of CNG charged by CE shall be adjusted by the change in the United States Bureau of Labor Statistics Producer Price Index for Finished Energy Goods for the year (or portion thereof) prior to the year being adjusted.

7.2 Pricing of LNG. CE shall provide the City with LNG at a price per LNG Gallon equal to the sum of (a) the monthly NW Pipeline Rocky Mountain Index ("RMI") per MMBTU divided by 12.2 and (b) \$0.65 per LNG gallon (the "LNG Margin Price"). The RMI index is published monthly in *Platt's Inside FERC's Gas Market Report*. Any local, state, federal, and utility taxes, if applicable, will be collected by CE from the City and remitted back to the appropriate agency.

Beginning January 1, 2007 and on each January 1 thereafter, the "LNG Margin Price" per gallon of LNG charged by CE shall be adjusted by the change in the United States Bureau of Labor Statistics Producer Price Index for Finished Energy Goods for the year (or portion thereof) prior to the year being adjusted.

7.3 Duration of High-Collar Provision. CE will provide a "High-Collar" provision for natural gas commodity at \$8.00 per MMBTU through June 2011, which applies to both the CNG and LNG pricing as follows:

7.3.1 CNG High-Collar Provision. For CNG, the City shall never pay more than \$8.00 per MMBTU or \$1.00 per Gasoline Gallon for the City's Core Weighted Average Cost of Gas, which can be determined by taking the price per MMBTU divided by eight (8). Thus, if the City's Core Weighted Average Cost of Gas is greater than \$8.00 per MMBTU, the City shall pay \$1.00 per Gasoline Gallon for this portion of the pricing formula. If the City's Core Weighted Average Cost of Gas is less than \$8.00 per MMBTU, then the City shall pay the City's Core Weighted Average Cost of Gas in MMBTU divided by eight (8) for this portion of the pricing formula.

7.3.2 LNG High-Collar Provision. For LNG, the City shall never pay more

than \$8.00 per MMBTU or \$0.656 per LNG Gallon for RMI. Thus, if the published RMI index price for natural gas commodity is greater than \$8.00 per MMBTU, the City shall pay \$0.656 per LNG Gallon for the RMI portion of the pricing formula. If the published RMI index price for natural gas is less than \$8.00 per MMBTU, then the City shall pay the RMI index price for natural gas commodity divided by 12.2 for the RMI portion of the pricing formula.

ARTICLE 8 CALIFORNIA USE FUEL TAX

In accordance with the California Use Fuel Tax Law, CE is currently required to collect and remit certain state taxes, including use fuel taxes, on CNG and LNG sold or delivered by the Stations, subject to certain exceptions, as specified in Regulation 1318 of the California Board of Equalization. If the City qualifies for one of these exceptions, the City shall furnish to CE appropriate certification authorizing non-payment of tax as specified in Use Fuel Tax Regulations 1319, 1320 and 1323. If LBGO does not qualify, or fails to maintain its exemption status, or for any other reason the City's certification becomes invalid, LBGO agrees to indemnify CE for all taxes, penalties and interest on underpayments pursuant thereto. Notwithstanding anything contained herein to the contrary, CE shall be responsible for collecting and remitting all state and federal fuel taxes.

ARTICLE 9 PUBLICITY

9.1 Demonstration. The City shall, at mutually agreeable times, assist CE in hosting demonstrations and seminars for interested members of the public, press and other fleet operators. As part of such demonstration, the City drivers shall drive CNG and/or LNG vehicles, as applicable, over a short route.

9.2 Mutual Approval. The City and CE shall each secure the prior written consent of the other before using the other Party's name in any publication or advertisement, which consent shall not be unreasonably withheld.

ARTICLE 10 INDEMNIFICATION AND LIMITATION OF LIABILITY

10.1 The City. Except to the extent that liabilities arise from CE or its employees, agents, contractors or subcontractors' negligence or misconduct, the City agrees to indemnify, defend and protect CE and its agents and employees from and against and hold CE and its agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the term of this Agreement related in any way to the construction, use, operation or maintenance of the Stations or breaches of this Agreement by the City.

10.2 CE. Except to the extent that liabilities arise from the City or its employees, agents, contractors or subcontractors' negligence or misconduct, CE agrees to indemnify, defend and protect the City and its agents and employees from and against and hold the City and its agents and employees harmless and free from any and all liability, loss, cost, expense or obligation, including without limitation reasonable attorneys' fees, court costs and other expenses, including without limitation, those of appeal, on account of or arising out of, injury to or death of any person or persons or damage to or loss of use of property, from whatever cause, occurring during the term of this Agreement related in any way to the construction, use, operation or maintenance of the Stations or breaches of this Agreement by CE.

ARTICLE 11 INSURANCE

The City and CE shall each procure at their respective expense, and maintain in full force and effect during the life of this Agreement, with insurance carriers rated at least A- in Best's Insurance Report and admitted to do business in California, the following primary insurance in at least the minimum amounts specified, with the other respective Party named in the Commercial General Liability and Excess or Umbrella Liability policies as an additional insured. Such insurance shall be endorsed to require at least thirty (30) days' written notice to the other respective Party of any material change or cancellation. The City and CE shall each provide the other with a reasonably satisfactory contractual liability indemnity endorsement relating to the Stations and the potential liabilities relating thereto.

(a) Comprehensive Commercial General Liability Insurance, including blanket contractual liability applicable to personal injury and property damage, to a combined single limit of not less than \$1,000,000.

(b) Comprehensive Commercial Automobile Liability Insurance, including owned, non-owned and hired automobiles covering bodily injury and property damage, to a combined single limit of \$1,000,000.

(c) Excess or Umbrella Liability providing coverage (following form) with limits of a minimum of \$5,000,000 in excess of the limits afforded by the insurance policies included in this paragraph.

(d) Workers Compensation and Employers Liability

- i. Workers compensation in compliance with applicable state and federal laws.
- ii. Employers liability with a limit of not less than \$1,000,000.

The requirements for carrying the foregoing insurance shall not derogate from the provisions of indemnification as set forth in this Agreement. The City shall have the option to self-insure its obligations contained in this Article 11. If the City does so elect to self insure its obligations, it shall notify CE in writing of its election along with its acknowledgement of the amounts and coverages it is self insuring.

The City shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Clean Energy
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attn: Mr. Charlie Alshuler
or Mr. James N. Harger
Fax: (562) 493-2804

CE shall send certificates of insurance evidencing such coverage within thirty (30) days after the date of this Agreement to:

Long Beach Gas & Oil
2400 East Spring Street
Long Beach, CA 90806-2285
Attn: Mr. Chris Garner
Fax: (562) 570-2008

ARTICLE 12 NOTICES

12.1 Representatives. Each Party hereby designates the following as its representatives for purposes of the administration of this Agreement. Such designations may be changed from time to time pursuant to Section 12.3:

CE: Charlie Alshuler
or James N. Harger
Telephone: (562) 493-2804
Fax: (562) 493-4532

LBGO: Chris Garner
Telephone: (562) 570-2001
Fax: (562) 570-2008

12.2 Notices. Except for the City's requests for Service Calls, which may be made by telephone, any notice provided for in this Agreement, or any notice, which either Party may desire to give to the other, shall be in writing and shall only be deemed to be duly delivered upon receipt. Such notice shall in each instance be sent (i) by a telefax, confirmed by a telephone call as soon as possible during common business hours, with a confirming "hard" copy of the telefax mailed within twenty-four hours with postage prepaid, or (ii) by certified mail, return receipt requested, to the address of the Party indicated below, as such may be changed pursuant to Section 12.3:

CE: Clean Energy
3020 Old Ranch Parkway, Suite 200
Seal Beach, CA 90740
Attn: Mr. Charlie Alshuler
or Mr. James N. Harger
Fax: (562) 493-4532

LBGO: Long Beach Gas & Oil
2400 East Spring Street
Long Beach, CA 90806-2285
Attn: Mr. Chris Garner
Fax: (562) 570-2008

12.3 Changes. Either Party may change its representative or address for notice by sending notice of such change to the other Party at the address specified in Section 12.2 (as the same may be changed from time to time).

ARTICLE 13 MISCELLANEOUS

13.1 Assignment. Neither Party shall have the right to assign its rights or obligations hereunder without obtaining the prior written consent of the other (which consent shall not be unreasonably withheld), and any attempted assignment without such prior written consent shall be void. Permitted assigns and successors in interest shall have the benefit of, and shall be bound by, all terms and conditions of this Agreement. Notwithstanding anything contained herein to the contrary, either Party may assign this Agreement to such Party's parent corporation, affiliate, or a wholly-owned subsidiary of the Party without the consent of the other.

13.2 Complete Understanding, Written Modifications. This Agreement (i) shall be governed and construed in accordance with the internal laws of the State of California, (ii) expresses the entire agreement of the Parties with respect to the subject matter hereof, and (iii) supersedes all prior understandings, arrangements, representations and agreements between the Parties regarding such subject matter. No term or condition hereof shall be amended, modified or waived except through an instrument in writing, executed by the Party or Parties to be bound thereby, nor, in any event, through course of performance, course of dealing or usage of trade.

13.3 Headings. The headings in this Agreement are for convenience and reference only, and shall not affect the interpretation of this Agreement.

13.4 No Joint Venture. CE shall perform its duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the Parties, except as principal and independent contractor agent.

13.5 Waiver. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any other default or defaults, whether of a like or different character. No waiver or modification of this Agreement shall occur as the result of any course of performance or usage of trade.

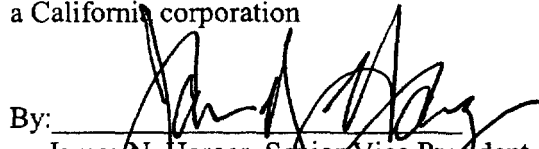
13.6 Force Majeure. In the event that CE is prevented from performing its obligations under this Agreement by circumstances beyond its control, including, without limitation, fires, floods, earthquakes, storms, wind or other natural calamities or acts of God, explosions, war, acts of terrorism, sabotage, public disorders, strikes or other labor disputes or actions by governmental authorities, interruption or inability to produce LNG caused by equipment failure or loss of utility service at any CE facility or the interruption or cessation of delivery of LNG to CE by any supplier of LNG to CE (any of which is hereinafter referred to as a "Force Majeure"), then CE shall be excused from its obligations under this Agreement during the period of a Force Majeure ("Force Majeure Period"). If CE claims Force Majeure, CE shall notify the City in writing within twenty-four (24) hours after it learns of the existence of a Force Majeure and shall similarly notify the City twenty-four (24) hours after the Force Majeure has terminated. To the extent within its control, CE shall use commercially reasonable efforts to correct whatever event or circumstances may have caused the Force Majeure. After CE notifies the City of a Force Majeure, the City shall have the right to obtain LNG from other suppliers until the Force Majeure Period has ended.

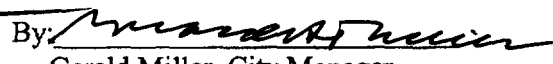
13.7 Non-Exclusivity. This Agreement shall not limit the City's ability to purchase CNG and/or LNG from other suppliers and shall not limit the City's ability to contract with other operators for the maintenance and operation of additional CNG and/or LNG stations not listed in Appendix A.


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

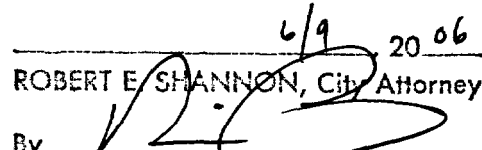
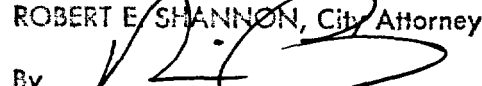
CLEAN ENERGY,
a California corporation

CITY OF LONG BEACH,
a municipal corporation

By: 
James N. Harger, Senior Vice President,
Marketing and Sales

By: 
Gerald Miller, City Manager

By: 
Name: MITCHELL W. PRATT
Title: S. V. P.

APPROVED AS TO FORM
 6/9 20 06
ROBERT E. SHANNON, City Attorney
By: 
DEPUTY CITY ATTORNEY

Appendix A

Long Beach Gas & Oil Department - 2400 East Spring Street

- Replace existing compressors with two IMW twin compressors capable of producing 1,000 standard cubic feet per minute (SCFM), or approximately 500 gallons per hour. CE will maintain ownership of the two IMW compressors at the end of this Agreement.
- Install three high pressure storage bottles (currently stored at Spring Street, but not used) to provide consistent 3,600 psig fills at the dispenser hoses. The City will maintain ownership of these vessels at the end of this Agreement.
- Install single tower regenerative dryer to insure California Air Resources Board (CARB) gas moisture specifications are met throughout the year. CE will maintain ownership of the dryer at the end of this Agreement.
- Install four new two-hose Greenfield dispensers with MultiForce card readers that are capable of reading multiple fueling cards, potentially including Voyager, MasterCard, Visa, Wright Express and CE's proprietary card. CE will maintain ownership of the four Greenfield dispensers at the end of this Agreement.

Long Beach Police Department – 400 West Broadway

- Reconfigure the existing compressor compound; including compressor, dryer and storage vessels; so that a 24-hour access dispenser/island can be incorporated in parallel to Magnolia Avenue. The new configuration will allow easy ingress/egress without impacting the security of the City's Police and Fire Departments.
- Install the existing Sulzer compressor from Spring Street to provide up to 175 SCFM of compression. The City will maintain ownership of the existing Sulzer compressor at the end of this Agreement.
- Add one high pressure storage vessel (5,500 psig rated) so that consistent 3,600 psig fills can be provided. CE will maintain ownership on the storage vessel at the end of this Agreement.
- Add one two-hose Greenfield dispenser with a MultiForce card reader that is capable of reading multiple fueling cards, potentially including Voyager, MasterCard, Visa, Wright Express and CE's proprietary card. CE will maintain ownership of the Greenfield dispenser at the end of this Agreement.

Southeast Resource Recovery Facility (SERRF) – 120 Pier S Avenue

- Replace the existing Hurricane compressor(s) and install a LNG station capable of providing both LNG and CNG. A 16,000 gallon vertical tank will be installed, along with the necessary pump skid, vaporization equipment, three ASME storage vessels and two, two-hose dispensers (one for LNG and one for CNG, respectively). CE will maintain ownership of all LNG equipment at this site at the end of this Agreement.
- Install one Northstar (LNG) and one Greenfield (CNG) two-hose dispenser which will be capable of fueling vehicles to 3,000 psig and 3,600 psig. CE will maintain ownership of the Northstar and Greenfield dispensers.

- Both dispensers will be integrated with MultiForce card readers capable of reading multiple fueling cards, potentially including Voyager, MasterCard, Visa, Wright Express and CE's proprietary card